

DATED

28 November

2012

(1) ELIE ABDOLEZER and GENIEVE MARGARET LAIDMAN

and

(2) PAUL WILLIAM COX and JULIA CLAIRE COX

and

(3) BARCLAYS BANK PLC

and

(4) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**

relating to land known as

21 & 23 Bromwich Avenue, London N6 6QH

pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5826

Fax: 020 7974 1920

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CLS/COM/AL/1685.1697

final 16.10.12

2012/3709/P and 2012/3634/P

THIS AGREEMENT is made the 28<sup>th</sup> day of November 2012

**B E T W E E N:**

- i. **ELIE ABDULEZER and GENIEVE MARGARET LAIDMAN** of 21 Bromwich Avenue, London N6 6QH (hereinafter called "the First Owner") of the first part
- ii **PAUL WILLIAM COX and JULIA CLAIRE COX** of 23 Bromwich Avenue, London N6 6QH (hereinafter called "Second Owner") of the second part
- iii **BARCLAYS BANK PLC** whose registered office is at 1 Churchill Place London E14 5HP and whose address for service is at Meridian House, Anchor Boulevard, Corssways Business Park, Dartford DA2 6QU (hereinafter called "the Mortgagee") of the third part
- iv. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. **WHEREAS**

- 1.1 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the First Property under Title Number 290797 subject to a charge to the Mortgagee. The First Owner is the freehold Owner of and is interested in the First Property for the purposes of Section 106 of the Act.
- 1.2 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Second Property under Title Number 289540. The Second Owner is the freehold Owner of and is interested in the Second Property for the purposes of Section 106 of the Act.
- 1.3 The First Owner and Second Owner shall hereinafter be known and referred to as "the Owner".
- 1.4 Planning Applications for the development of the First Property and Second Property were submitted to the Council and validated on 30 July 2012 and the Council

resolved to grant permission conditionally under reference numbers 2012/3709/P and 2012/3634/P subject to conclusion of this legal Agreement.

- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the First Property and Second Property are situated and considers it expedient in the interests of the proper planning of its area that the development of the First Property and Second Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 209797 and dated 14 January 2004 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- |     |                         |   |
|-----|-------------------------|---|
| 2.1 | "the Act"               | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "the Agreement"         | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.3 | "the Development"       | the First Development and the Second Development  |
| 2.4 | "the First Development" | Erection of side and rear dormers to a dwellinghouse (Class C3) as shown on drawing numbers PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012- |

2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect

- 2.5 "the First Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 July 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3709/P subject to conclusion of this Agreement
- 2.6 "the First Planning Permission" a planning permission granted for the First Development substantially in the draft form annexed hereto
- 2.7 "the First Property" the land known as 21 Bromwich Avenue, London N6 6QH the same as shown shaded grey on Plan 1 annexed hereto
- 2.8 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.9 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Council the First Owner, the Second Owner and the Mortgagee

- 2.11 "the Planning Application" the First Planning Application and the Second Planning Application
- 2.12 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.13 "the Planning Permission" the First Planning Permission and the Second Planning Permission
- 2.14 "the Second Property" the land known as 23 Bromwich Avenue, London N6 6QH the same as shown shaded grey on the plan annexed hereto
- 2.15 "the Second Development" Amendments to the side and rear dormer roof extensions to a dwellinghouse (Class C3) approved on 07/02/2011 (ref. 2010/6777/P) as shown on drawing numbers PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012-2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect
- 2.16 "the Second Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 30 July 2012 for which a resolution to grant permission has been passed conditionally under reference number

2012/3634/P subject to conclusion of this Agreement

2.17 "the Second Planning Permission"

a planning permission granted for the Second Development substantially in the draft form annexed hereto

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**Simultaneous Development**

- 4.1 To notify the Council in writing when each of the First Development and Second Development have commenced or are about to commence.
- 4.2 To complete the First Development to the reasonable satisfaction of the Council within one year of the earliest of the following two dates, namely the Implementation Date for the First Development or the Implementation Date for the Second Development AND to complete the Second Development to the reasonable satisfaction of the Council within one year of the earliest of the following two dates, namely the Implementation Date for the Second Development or the Implementation Date for the First Development.
- 4.3 Not to Occupy or use or permit Occupation or use of any part of the First Development until such time as the Second Development has been implemented and fully completed to the reasonable satisfaction of the Council, to be demonstrated by written notice from the Council to that effect AND not to Occupy or use or permit Occupation or use of any part of the Second Development until such time as the First Development has been implemented and fully completed to the reasonable satisfaction of the Council, to be demonstrated by written notice from the Council to that effect.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause

6.1 hereof quoting planning references 2012/3709/P and 2012/3634/P the date upon which the Development is ready for Occupation.

- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000.00 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference numbers 2012/3709/P and 2012/3634/P and in the



case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the First Owner nor the Second Owner nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other

than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the First Owner and the Second Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the First Owner and the Second Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
ELIE ABDULEZER  
in the presence of:

)  
)  
)



  
.....  
Witness Signature

Witness Name FRANCIS BIRCH

Address 11 NORTH HILL AVENUE N64RT

Occupation ARCHITECT

CONTINUATION OF SECTION 106 FOR 21 & 23 BROMWICH AVENUE AND  
2012/3709/P AND 2012/3634/P BETWEEN ELIE ABDULEZER AND GENIEVE  
MARGARET LAIDMAN AND PAUL WILLIAM COX AND JULIA CLAIRE COX AND  
BARCLAYS BANK PLC AND THE LONDON BOROUGH OF CAMDEN

EXECUTED AS A DEED BY  
GENIEVE MARGARET LAIDMAN  
in the presence of:

)  
)  
)



  
.....

Witness Signature

Witness Name FRANCIS BIRCH

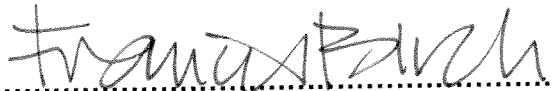
Address 11 North Hill Ave N6 4RT

Occupation ARCHITECT

EXECUTED AS A DEED BY  
PAUL WILLIAM COX  
in the presence of:

)  
)  
)



  
.....

Witness Signature

Witness Name FRANCIS BIRCH

Address 11 North Hill Ave N6 4RT

Occupation ARCHITECT

EXECUTED AS A DEED BY  
JULIA CLAIRE COX  
in the presence of:

)  
)  
)



  
.....

Witness Signature

Witness Name FRANCIS BIRCH

Address 11 North Hill Ave N6 4RT

Occupation ARCHITECT.

**Plan 1**  
**21 Bromwich Avenue, London N6 6QH**  
**2012/3634/P**



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Plan 2  
23 Bromwich Avenue, London N6 6QH  
2012/3709/P



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Francis Birch Architects  
11 North Hill Avenue  
London  
N6 4RJ

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2012/3634/P**

17 September 2012

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**21 Bromwich Avenue**  
**London**  
**N6 6QH**

**DECISION**  
Proposal:

Amendments to the side and rear dormer roof extensions to a dwellinghouse (Class C3) approved on 07/02/2011 (ref. 2010/6777/P).

Drawing Nos: PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012-2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012-2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect.

Reason: For the avoidance of doubt and in the interest of proper planning.

- 4 The side dormer window, as denoted on approved plan 2007-D03, shall be permanently obscure glazed and fixed shut up to a height of 1.7m above the floor of the room in which the windows are installed before occupation of the building hereby permitted and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies CS1 (Distribution of growth) and CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be

heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development); CS6 (Providing quality homes); CS13 (Tackling climate change through promoting higher environmental standards); CS14 (Promoting high quality places and conserving our heritage) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP22 (Promoting sustainable design and construction); DP24 (Securing high quality design); DP25 (Conserving Camden's heritage) and DP26 (Managing the impact of development on occupiers and neighbours). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate



Francis Birch Architects  
11 North Hill Avenue  
London  
N6 4RJ

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2012/3709/P**

17 September 2012

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**23 Bromwich Avenue**  
**London**  
**N6 6QH**

**DECISION**  
Proposal:

Erection of side and rear dormers to a dwellinghouse (Class C3).  
Drawing Nos: PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012-2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect.

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 (Securing high quality design) and DP25 (Conserving Camden's heritage) of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: PC/GL 2012-2001 rev D01; 2012-2002 rev D01; 2012-2003 rev D01; 2012-2004 rev D03; 2012-2005 rev D03; 2012-2006 rev D03; 2012-2007 rev D03; 2012-2008 rev D03; 2012-2009 rev D01; 2012-2010 rev D01; 2012-2011 rev D02; 2012-2012 rev D02; 2012-2013 rev D01; 2012-2014 rev D01; Design and Access Statement rev D01 dated June 2012 prepared by Francis Birch Architect.

Reason: For the avoidance of doubt and in the interest of proper planning.

#### Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development); CS6 (Providing quality homes); CS13 (Tackling climate change through promoting higher environmental standards); CS14 (Promoting high quality places and conserving our heritage) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP22 (Promoting sustainable design and construction); DP24 (Securing high quality design); DP25 (Conserving Camden's heritage) and DP26 (Managing the impact of development on occupiers and neighbours). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

Yours faithfully

Culture and Environment Directorate

**DECISION**

By this POWER OF ATTORNEY made by deed on 5<sup>th</sup> October 2012, we, Barclays Bank PLC, a company incorporated in United Kingdom and registered in England (registered number 1026167), whose registered office is situate at 1 Churchill Place, London E14 5HP (the "Company") APPOINT:

Petrina Madeleine Miller, Team Leader  
Rosemary Bradley, Senior Customer Agent  
Gillian Cummins, Senior Customer Agent  
Karen Julie Cundy, Team Leader  
Christine Andrea Drysdale, Team Leader  
Emma Jayne Goddard, Customer Agent  
Sharon Gail Hayes, Senior Customer Agent  
John Kenneth Henderson, Senior Customer Agent  
Victoria Rachel Martin, Senior Customer Agent  
Tracey Marie Battison, Senior Collections Agent  
Sharon Elizabeth Peverell, Customer Agent  
Jane Sutcliffe, Customer Agent  
Michelle Jacqueline Swales, Customer Agent  
Claire Louise Simpson, Customer Agent  
Karen Wilson, Team Leader  
Sandra Rose Helena Swanston, Team Leader  
Hayley Bedford, Customer Agent  
Debra Withington, Customer Agent  
Laura Anne Marson, Customer Agent  
Aumit Rasool, Customer Agent  
Lisa Joanne Harris, Customer Agent  
Moirra Frances Day, Customer Agent  
Carmel Anderson, Senior Customer Agent  
Yvonne Mckue, Senior Customer Agent  
Debra Smyth, Customer Agent  
Patricia Dawson, Customer Agent  
Matthew Prince, Team Leader  
Barbara Ann Wilkinson, Collections Agent  
Kelly Lee Tose, Team Leader  
Samantha Lesley Rowley, Team Leader  
Vanessa Elizabeth Avison, Team Leader  
Raymond Jonathon Drake, Team Leader  
Zoe Patricia Laffey, Customer Agent  
Katheryn Stalmarch, Customer Agent  
Holly Jade Rowe, Customer Agent  
Nosheen Ali, Customer Agent  
Samantha Hall, Customer Agent  
Abigail Elizabeth Ashton, Customer Agent

Each of Barclays Bank PLC, PO Box HK444, Leeds, LS11 8DD as our true and lawful attorneys (each an "Attorney") for and on behalf of the Company to act, jointly and severally, to sign, execute and deliver deeds of easement and indemnities, deeds regulating the priority of mortgages, consents, releases, discharges, transfers under a power of sale, transfers of mortgages, reconveyances and re-assignments of

real or personal property, mortgaged, charged or assigned by way of security to the Company.

Any actions authorised by this Power of Attorney may be taken by any of the Attorneys and if so taken shall be as valid as though done by all Attorneys.

This Power of Attorney replaces the Power of Attorney that was executed on 28 February 2012.

This Power of Attorney shall be governed and construed in accordance with the laws of England and Wales and shall be valid for a period of one year from the date given hereof whereupon it will terminate automatically.

This Deed has been, and has been witnessed as, duly executed and delivered on the day and year first written above.

The Common Seal of  
Barclays Bank PLC  
was affixed in the Execution of this Deed  
in the presence of:



.....  
Assistant Secretary  
Authorised Sealing Officer  
BARCLAYS BANK PLC

I certify this to be a true and  
complete copy of the original

For Barclays Bank PLC  
Manager

Date 15/11/12 .....

CONTINUATION OF SECTION 106 FOR 21 & 23 BROMWICH AVENUE AND  
2012/3709/P AND 2012/3634/P BETWEEN ELIE ABDULEZER AND GENIEVE  
MARGARET LAIDMAN AND PAUL WILLIAM COX AND JULIA CLAIRE COX AND  
BARCLAYS BANK PLC AND THE LONDON BOROUGH OF CAMDEN

EXECUTED as a Deed

By BARCLAYS BANK PLC  
By

in the presence of:-

Signature of **CAROL ANDERSON** on behalf of BARCLAYS BANK PLC by

as duly appointed Attorney under a Power of Attorney  
dated 5 OCT 2012 in the presence of:

Witness **Maira Frances Day**

THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-

.....  
Authorised Signatory



DATED 28 November

2012

(1) ELIE ABDULEZER and GENIEVE MARGARET LAIDMAN

and

(2) PAUL WILLIAM COX and JULIA CLAIRE COX

and

(3) BARCLAYS BANK PLC

and

(4) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN

**A G R E E M E N T**

relating to land known as  
21 & 23 Bromwich Avenue, London N6 6QH  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

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