

DATED

25 NOVEMBER

2011

(1) ENDURING PARTNERSHIPS 1 GP1 LIMITED (IN RECEIVERSHIP)

and

(2) ENDURING PARTNERSHIPS 1 GP2 LIMITED (IN RECEIVERSHIP)

and

(3) THE CO-OPERATIVE BANK P.L.C.

and

(4) THE ROYAL BANK OF SCOTLAND GROUP PUBLIC LIMITED COMPANY

and

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

A G R E E M E N T
relating to land known as

74 Kilburn High Road
London
NW6 4HS

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 5647
Fax: 020 7974 2962

CLS/PK/1685.1006_FINAL

THIS AGREEMENT is made the 25th day of November 2011

B E T W E E N:

1. **ENDURING PARTNERSHIPS 1 GP1 LIMITED** (incorporated in Gibraltar) care of Vail Williams, Meridians House 7 Ocean Way, Ocean Village, Southampton SO14 3TJ and **ENDURING PARTNERSHIPS 1 GP2 LIMITED** (incorporated in Gibraltar) care of Vail Williams, Meridians House 7 Ocean Way, Ocean Village, Southampton SO14 3TJ (collectively hereinafter called "the Owner") of the first part acting pursuant to powers contained in the Charge by Matthew Heath Samuel-Camps in his capacity as one of three joint receivers of the Property
2. **THE CO-OPERATIVE BANK P.L.C.** (registered under company number 00990937) whose registered address is PO Box 101, 1 Balloon Street, Manchester, M60 4EP (hereinafter called "the First Mortgagee") of the second part
3. **THE ROYAL BANK OF SCOTLAND GROUP PUBLIC LIMITED COMPANY** (registered under company number SC045551) whose registered address is 36 St Andrew Square, Edinburgh, EH2 2YB (hereinafter called "the Second Mortgagee") of the third part
4. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 28761 subject to a legal charge to the First Mortgagee and the Second Mortgagee.
- 1.2 By an appointment dated 18th September 2009 **MATTHEW HEATH SAMUEL-CAMPS** and **JULIAN FRANCIS WALKER** and **GEOFFREY TREVOR FALLON** were appointed to be receivers and managers of the Property.

- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 16th December 2010 and the Council resolved to grant permission conditionally under reference number 2010/6638/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 Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the 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 First Mortgagee as mortgagee under a legal charge registered under Title Number 28761 and dated 13th December 2006 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Second Mortgagee as mortgagee under a legal charge registered under Title Number 28761 and dated 13th December 2006 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 Charge" a legal charge dated 13 December 2006 and made between the Freeholder and the First Mortgagee
- 2.4 "the Development" change of use of first, second and third floors from office (Class B1) to six self-contained residential flats (3 x one bedroom units and 3 x two bedroom units) (Class C3) and associated alterations including new entrance door to upper floors on West End Lane elevation and cycle storage in rear lightwell as shown on drawing numbers 910-DP-005 (Site Plan Map); 001; 002-A; 003; 004; 011-B; 012-A; 013; 014-A; 301; 311-A; E-mail from Stephen Bardsley from Buller Welsh Ltd (agent) dated 26 January 2011; Planning and Marketing Analysis Report by Dutch & Dutch Property Advisor and Property Management dated 10 November 2010; Lifetime Home Criteria by Buller Welsh Ltd; and PPG24 Assessment Report by RBA Acoustics dated 27 January 2011
- 2.5 "the Education Contribution" the sum of £11,268 (eleven thousand two hundred and sixty-eight pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
- 2.6 "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

- 2.7 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.8 "the Parties" the Council the Owner the First Mortgagee and the Second Mortgagee
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 16th December 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/6638/P subject to conclusion of this Agreement
- 2.10 "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
- 2.11 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.12 "the Property" the land known as 74 Kilburn High Road, London, NW6 4HS the same as shown shaded grey on the plan annexed hereto
- 2.13 "the Public Open Space Contribution" the sum of £7,425 (seven thousand four hundred and twenty-five pounds) to be paid by Owner to

the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the improvement maintenance and upkeep of existing public open spaces and/or nature conservation improvements to parks and open space and/or the obtaining of land to make public open spaces in the vicinity of the Development

2.14 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.15 "Residents Parking Permit"

A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.16 "the Sustainability Plan"

a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall include:-

- (a) an assessment under the BREEAM Ecohomes (2006) achieving a Very Good standard and attaining at least 50% of the credits in each of the Energy Water and Materials categories (or providing detailed justification as to why such % cannot be attained) to be carried out by a professionally recognised independent verification body in respect of the Property;

- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation

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 of 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:-

4.1 **CAR CAPPED**

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.
- 4.1.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name

and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement.

4.2 EDUCATION

4.2.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Education Contribution.

4.2.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Education Contribution.

4.3 PUBLIC OPEN SPACE

4.3.1 The Owner hereby covenants with the Council on or prior to the Implementation Date to pay to the Council the Public Open Space Contribution.

4.3.2 The Owner hereby covenants with the Council not to Implement or to permit Implementation until such time as the Council has received the Public Open Space Contribution.

4.4 SUSTAINABILITY PLAN

4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.

4.4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect

4.4.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Property.

4.4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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 reference 2010/6638/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 jointly and severally 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 Submission of any plan to the Council for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the planning reference 2010/6638/P.

- 5.6 Payment of the Education Contribution (pursuant to Clause 4.2) and the Public Open Space Contribution (pursuant to Clause 4.3) of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such Contribution relates quoting the Income Code ZN289ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.7 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.8 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that
- $$A = B \times \frac{(Y-X)}{X}$$
- 5.9 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
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 number 2010/6638/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 and the Council shall register it as such
- 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 Owner or the First Mortgagee or the Second 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 and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

7.1 The First 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.

7.2 The Second 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 **ENDURING PARTNERSHIPS 1 GP1 LIMITED** and **ENDURING PARTNERSHIPS 1 GP2 LIMITED** (the 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 and the First Mortgagee and the Second Mortgagee have caused their Common Seals to be hereunto affixed and the Owner has executed this instrument as its Deed the day and year first before written

Occupation:


Sharon Pie

SHARON PRICE
24 WHITES WAY
HEDGE END
SOUTHAMPTON
SO30 2JY

LPA ADMINISTRATOR

Occupation:

)
)
)
)
)
)



Shawn Rice

SHARON PRICE
244 WHITE'S WAY
HEDGE FEND
SOUTHAMPTON
SO30 2JY

LPA ADMINISTRATOR

THE COMMON SEAL OF
THE CO-OPERATIVE BANK P.L.C.
was hereunto affixed
in the presence of:-/

Susan Moss

Authorised Sealing Officer

Authorised Signatory

THE COMMON SEAL OF
THE ROYAL BANK OF SCOTLAND
GROUP PUBLIC LIMITED COMPANY
was hereunto affixed
in the presence of:-/

Authorised Signatory

SIGNED AND DELIVERED as a deed)
by MARK SMITH)
as duly authorised attorney for)
and on behalf of THE ROYAL)
BANK OF SCOTLAND PUBLIC)
LIMITED COMPANY in the)
presence of:)

Signature of witness: Alex Green

Name of witness: ALEXANDER GRUINVELL

Address of witness: 6 NEW STREET SQUARE
LONDON
EC4A 3EL

SB

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

Authorised Signatory

SIGNED AND DELIVERED as a deed)
by Alan Ewing Mills)
as duly authorised attorney for)
and on behalf of THE ROYAL)
BANK OF SCOTLAND GROUP)
PUBLIC LIMITED COMPANY in the)
presence of:)

Signature of witness:

Name of witness:

Address of witness:

A. Williamson
AMY WILLIAMSON
RBS Gogarburn, Edinburgh

74 KILBURN HIGH ROAD, LONDON, NW6 4HS



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Mr Stephen Bardsley
Buller Welsh Ltd
5th Floor
42-48 Great Portland St.
London
W1W 7NB

Application Ref: **2010/6638/P**

30 June 2011

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
74 Kilburn High Road
London
NW6 4HS

DECISION
Proposal:

Change of use of first, second and third floors from office (Class B1) to six self-contained residential flats (3 x one bedroom units and 3 x two bedroom units) (Class C3) and associated alterations including new entrance door to upper floors on West End Lane elevation and cycle storage in rear lightwell.

Drawing Nos: 910-DP-005 (Site Plan Map); 001; 002-A; 003; 004; 011-B; 012-A; 013; 014-A; 301; 311-A; E-mail from Stephen Bardsley from Buller Welsh Ltd (agent) dated 26 January 2011; Planning and Marketing Analysis Report by Dutch & Dutch Property Advisor and Property Management dated 10 November 2010; Lifetime Home Criteria by Buller Welsh Ltd; and PPG24 Assessment Report by RBA Acoustics dated 27 January 2011.

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 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The lifetime homes features and facilities, as indicated on the drawings and Lifetime Home Criteria section of Planning, Design and Access Statement hereby approved shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The cycle parking provision shall be provided in its entirety and in strict accordance with the details demonstrated on the drawings hereby approved prior to the first occupation of any of the new residential units, and permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Prior to the commencement of the development, an acoustic report including full details of any proposed noise mitigation measures which demonstrates that resultant indoor noise levels will be below British Standard 8233, shall be submitted to and approved by the Council in writing. The development shall not be carried out otherwise than in accordance with any approval given and shall be maintained and retained as such thereafter.

Reason: To safeguard the amenities of the occupiers of the proposed development in accordance with the requirements of policy CS5 of the London Borough of Camden

Local Development Framework Core Strategy and policy DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 6 The development hereby permitted shall be carried out in accordance with the following approved plans: 910-DP-005 (Site Plan Map); 001; 002-A; 003; 004; 011-B; 012-A; 013; 014-A; 301; 311-A; E-mail from Stephen Bardsley from Buller Welsh Ltd (agent) dated 26 January 2011; Planning and Marketing Analysis Report by Dutch & Dutch Property Advisor and Property Management dated 10 November 2010; Lifetime Home Criteria by Buller Welsh Ltd; and PPG24 Assessment Report by RBA Acoustics dated 27 January 2011.

Reason:

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

DRAFT

Informative(s):

- 1 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, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EQ

- 2 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 CS1 (Distribution of growth), CS3 (Other highly accessible sites), CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS11 (Promoting sustainable and efficient travel), CS13 (Tackling climate change through promoting higher environmental standards), CS14 (Promoting high quality places and conserving our heritage) and CS19 (Delivering and monitoring the Core Strategy) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Housing size mix), DP6 (Lifetime homes and wheelchair housing), DP13 (Employment sites and premises), DP17 (Walking, cycling and public transport), DP19 (Managing the impact of parking), DP21 (Development connecting to the highway network), DP22 (Promoting sustainable design and construction), DP23 (Water), DP24 (Securing high quality design), DP26 (Managing the impact of development on occupiers and neighbours), DP28 (Noise and vibration) and DP29 (Improving access). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 3 Your proposals may be subject to control under the Building Regulations and/or the

DECISION

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).

- 4 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 Planning and Public Protection Division (Compliance and Enforcement Team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.
- 5 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Street Environment Service (Waste) on 020 7974 6914 or see the website www.camden.gov.uk/waste
- 6 You are reminded that filled refuse sacks shall not be deposited on the public footpath, or forecourt area until within half an hour of usual collection times. For further information please contact the Council's Street Environment Service (Rubbish Collection) on 020 7974 6914. or by email recycling@camden.gov.uk or on the website www.camden.gov.uk/recycling
- 7 You are advised to use 3 Sheffield stands (with minimum of 1m gap between the stands and a minimum clearance of 0.75m between the final/end stand and any obstruction).
- 8 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end, you are encouraged to introduce measures that can practically be incorporated into the refurbishment of the building/design of the new building/other and the subsequent operation of the use.

Yours faithfully

Culture and Environment Directorate

DATED 25 NOVEMBER 2011

(1) ENDURING PARTNERSHIPS 1 GP1 LIMITED (IN RECEIVERSHIP)

and

(2) ENDURING PARTNERSHIPS 1 GP2 LIMITED (IN RECEIVERSHIP)

and

(3) THE CO-OPERATIVE BANK P.L.C.

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(4) THE ROYAL BANK OF SCOTLAND GROUP PUBLIC LIMITED COMPANY

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THE LONDON BOROUGH OF CAMDEN

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74 Kilburn High Road
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pursuant to Section 106 of the Town and Country Planning
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Head of Legal Services
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