## **Power of Attorney**

BY THIS DEED NATIONAL WESTMINSTER HOME LOANS LIMITED, a company incorporated in England and Wales with company number 01449354 and having its registered office at 135 Bishopsgate, London, EC2M 3UR (the "Company"), does hereby constitute and appoint:

(i) those who are from time to time the Centre Manager; all Customer Service Managers Appointed Level A and Appointed Level B; all those at clerical Level B in the Security Administration and Deeds Teams in Mortgage Operations Birmingham; and



the following individuals: Sara Anne Hughes, Duncan John Milton, Annie Watkins, Les Beale, Jerry Orchard, Julie Green, Rebecca Latham, Jonathan Pyke, Mary Kathleen Rosser, David Mark Lloyd, Kim Salt, Madeleine Winifred Graham and John Archibald Laing of The Royal Bank of Scotland Group plc

as attorneys (the "Attorneys") of the Company to act severally for and on behalf of the Company and in its name:

- (1) to execute any deed or sign any document required to discharge, release, surrender, disclaim, convey, reconvey, transfer, assign, reassign, vary, amend, consent, declare, grant, affirm, assure, postpone, defer or otherwise regulate the priority of any mortgage, charge or other type of security relating to any real or personal property (whether a legal estate, equitable interest or otherwise) or other incorporeal hereditament comprised in any mortgage, charge or other type of security held by the Company and to execute assignments transfers or conveyances in exercise of the power of sale contained in any such mortgage, charge or other security;
- (2) to execute any alterations, amendments or variations to any terms and conditions as exist from time to time; and
- (3) to execute all deeds and sign all documents in connection with the variation of or in any other way pertaining to any security in the Company's favour, whether heritable, legal, real, moveable or personal in any jurisdiction

and generally for all or any of the purposes aforesaid to act as the Company's Attorney.

The Company ratifies and confirms and agrees to ratify confirm and be bound by all deeds and documents executed or signed by the Attorneys by virtue hereof and the Company indemnifies and agrees to keep indemnified the Attorneys against any damages, liabilities, losses, costs or expenses which may arise in connection herewith.

This Power of Attorney shall remain in force for a period of one year from 22 February 2011, or until earlier revoked, when it shall cease to have effect.

This Power of Attorney shall be governed by and construed in accordance with the laws of England.

IN WITNESS WHEREOF this Power of Attorney has been executed by the Company as its Deed this 22 day of February 2011 by:

Mr. Jon Craig Cooper

Director

Mr. Mark Joseph Smith

Director

I kereby certify that this is a true and sampliste copy of the original

M.K. ROSSER SOLICITOR

## (1) OLUWASIJIBOMI ADESEMOWO

and

(2) NATIONAL WESTMINSTER HOME LOANS LIMITED

and

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

A G R E E M E N T
relating to land known as
8A St Cuthberts Road, London NW2 3QL
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 2962

CLS/DR/1685.542

#### BETWEEN:

- OLUWASIJIBOMI ADESEMOWO of 8A St Cuthberts Road, London NW2 3QL (hereinafter called "the Owner") of the first part
- 2. **NATIONAL WESTMINSTER HOME LOANS LIMITED** (Co. Regn. No. 1449354) whose registered office is at 135 Bishopsgate, London EC2M 3UR (hereinafter called "the Mortgagee") of the second part
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

#### 1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN70396 subject to the charge of the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 27 January 2011 and the Council resolved to grant permission conditionally under reference number 2011/0089/P subject to the conclusion of this legal Agreement.
- 1.4 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.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 NATIONAL WESTMINSER HOME LOANS LIMITED as mortgagee under a legal charge registered under Title Number LN70396 and dated 22 December 2010 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 conversion of the existing 2 bedroom self-contained ground floor flat to provide two x 1 bedroom self-contained flats and a two storey extension to the side to create a two bedroom house (Class C3) as shown on drawing numbers Site Location Plan; 123-101; 118; sk207; sk212; 213; sk213c; 214b; 215b; 216b; 217b; 218c; 220c; 223c and for the avoidance of doubt such proposals do not affect the existing first and second floor residential unit known as 8 St Cuthberts Road

2.4 "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

2.5	"the Nominated Units"	the one bedroom residential units at ground floor level forming part of the Development as shown on the drawing numbered 123-217b and marked Plan 2 annexed hereto
2.6	"Occupation Date"	the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.7	"the Parties"	mean the Council the Owner and the Mortgagee
2.8	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 13 July 2010 for which a resolution to grant permission has been passed conditionally under reference number 2010/3699/P subject to conclusion of this Agreement
2.9	"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
2.10	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.11	"the Property"	the land known as 8A St Cuthberts Road,

the land known as 8A St Cuthberts Road, London NW2 3QL the same as shown shaded grey on Plan 1 annexed hereto for indicative purposes only and for the avoidance of doubt such proposals do not affect the existing first and second floor residential unit known as 8 St Cuthberts Road

2.12 "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

2.13 "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

2.14 "Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the new build element of Development in its fabric and in its subsequent management and occupation based on an assessment under the Code for Sustainable Buildings achieving at least Level 3 and attaining at least 50% of the credits in each of the Energy Water and Materials categories to be carried out by a recognised independent verification body

### 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.
- Words importing the singular shall include the plural and vice versa and any words donating 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 and 8 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.
- 3.8 The Parties acknowledge that the Nominated Units shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

## 4. OBLIGATIONS OF THE OWNER

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### 4.1 CAR CAPPED DEVELOPMENT

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying any Nominated Unit forming part of the Development each new resident of the Nominated Unit 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.

#### 4.2 SUSTAINABILITY PLAN

- 4.2.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.2.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
- 4.2.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.2.4 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 2011/0089/P the date upon which the Development will be 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.

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- 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 the Sustainability Plan 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 2011/0089/P.

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

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 2011/0089/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.
- 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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 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 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 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. RIGHTS OF THIRD PARTIES

8.1 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 Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

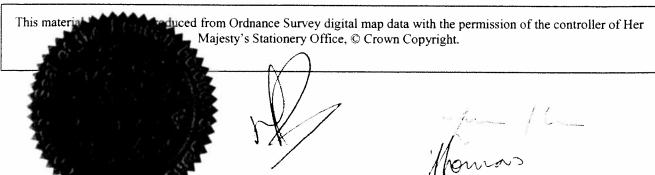
EXECUTED AS A DEED BY OLUWASIJIBOMI ADESEMOWO in the presence of: )	5	ifa.
Witness Signature		
Witness Name: & DR MOSHIN GLANT Address: AT ARESTON LANE, TA	*	
Occupation: & BOCTOR( MEDICAL)		
EXECUTED as a Deed  By NATIONAL WESTMINSTER  HOME LOANS LIMITED  By  Clarical S  SECURITY ADMINISTRATION  TEAM	SIGNED AS A DEED BY:-  Mayager/Assistant Manager  AS THE ATTORNEY FOR AND ON BEHALF OF NATIONAL WESTMINSTER HOME LOANS LIMITED	Dated: COMPANY OFFICIAL NATIONAL WESTMINSTER HOME LOANS LIMITED PO BOX 156 7 BRINDLEY PLACE BIRMINGHAM B2 2BN
Authorised Signatory	ECURITY ADMINIST	'RATION

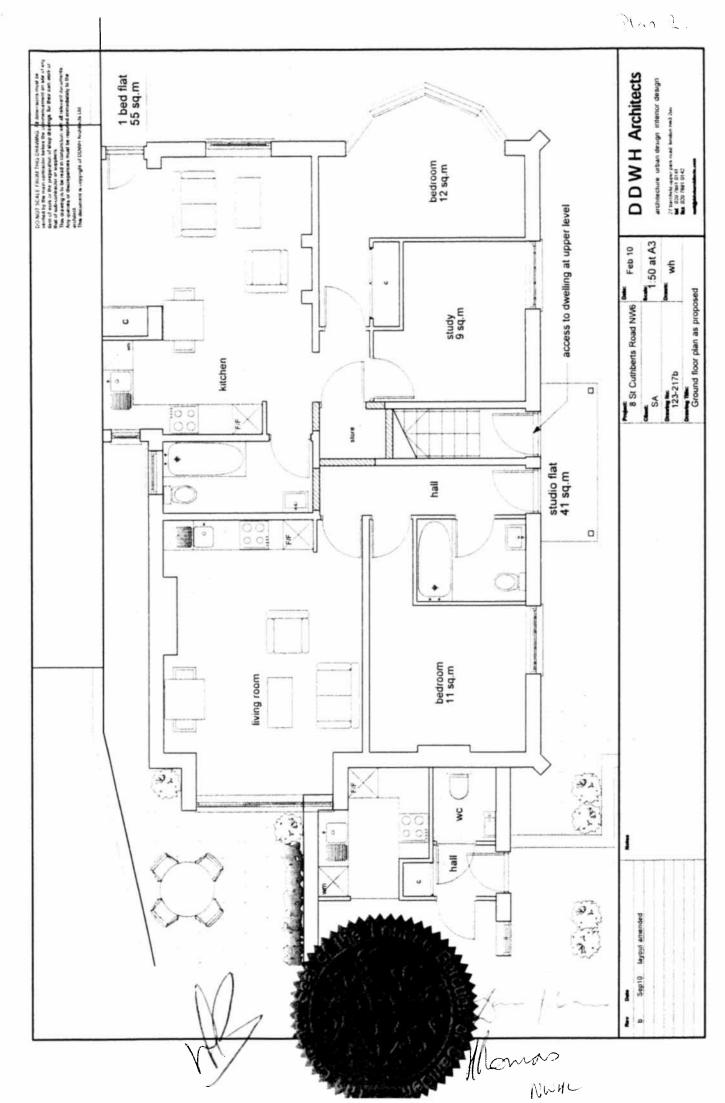
# (Continuation of section 106 Agreement relating to 8A St Cuthberts Road, London NW2 3QL)

THE COMMON SEAL OF THE MAYOR	)	THE PARTY OF THE P
AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN was hereunto	)	
Affixed by Order:-	)	
Authorised Signatory		

## 8a St Cuthberts Road, London NW2 3QL







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DDWH Architects 27 Barnfield Upper Park Road Belsize Park London NW3 2UU

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Application Ref: 2011/0089/P

8 June 2011

Dear Sir/Madam

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:

8 St Cuthberts Road London NW2 3QL

Proposal:

Conversion of the existing 2 bedroom self-contained ground floor flat to provide two x 1 bedroom self-contained flats and a two stores extension to the side to create a two bedroom house (Class C3).

Drawing Nos: Site Location Plan; 123-101; 118; sk207; sk212; 213; sk213c; 214b; 215b; 216b; 217b; 218c; 220c; 223c.

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):

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).

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 (promote high quality places and conserve our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policy DP2 (high quality design) of the London Borough of Camden Local Development Framework Development Policies.

No development shall **take place until full details** of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy CS14 (promote high quality places and conserve our heritage) of the London Borough of Camden Local Development Framework Development Policies.

Before the development commences, details of the proposed cycle storage area for 3 cycles shall be submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and thereafter permanently maintained and retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 (sustainable transport) of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 (walking, cycling and public transport) of the London Borough of Camden Local Development Framework Development Policies.

The lifetime homes features and facilities, as indicated on the drawings and documents 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 (quality homes) of the London Borough of

Camden Local Development Framework Core Strategy and policy DP6 (lifetime homes) of the London Borough of Camden Local Development Framework Development Policies.

With regard to the two storey house hereby approved, notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the Council.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling processed extensions and alterations in order to ensure compliance with the requirements of policies CS5 (Managing the impact of growth and development and CS14 (Promoting high quality places and conserving our heritage) of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 (Securing high quality design) and DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

The development hereby permitted shall be carried out in accordance with the following approved plans:
Site Location Plan; 123-101; 118; sk207; sk212; 213; sk213c; 214b; 215b; 216b; 217b; 218c; 220c; 223c.

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

## Informative(s):

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1 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); CS5 (Managing the impact of growth and development); CS6 (Providing quality homes); CS11 (Promoting sustainable and efficient travel); CS13 (Tackling climate change through promoting higher environmental standards); CS14 (Promoting high quality places and conserving our heritage); CS15 (Protecting and improving our parks and open spaces and encouraging biodiversity); CS16 (Improving Camden's health and well-being) 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 (Homes of different sizes); DP6 (Lifetime homes and wheelchair homes); DP17 (Walking, cycling and public transport); DP18 (Parking standards and limiting the availability of car parking); DP19 (Managing the impact of parking); DP22 (Promoting sustainable design and construction); DP23 (Water); DP24 (Securing high quality design); DP26 (Managing the impact of development

- on occupiers and neighbours); DP27 (Basements and lightwells). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.
- 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).
- 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 councils Planning and Public Protection Division (Compliance and Errorement team Camber Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 02 7874 60 or be mail ppr@camber.gov.uk or on the website www.camber.gov.uk pollution) or seel prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 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, Urban Design and Renewal, Camden Town Hall, Argyle Street, WC1H 8EO
- If a revision to the posal address becomes necessary as a result of this development, application under Part of the London Building Acts (Amendment) Act 1939 should be made to the council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).

Yours faithfully

Culture and Environment Directorate

**DATED** 

Olst July

2011

## (1) OLUWASIJIBOMI ADESEMOWO

and

## (2) NATIONAL WESTMINSTER HOME LOANS LIMITED

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## (3) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN

A G R E E M E N T
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