

DATED 21<sup>ST</sup> DECEMBER 2010

(1) GLOBALHOME ESTATES LIMITED

and

(2) EFG PRIVATE BANK (CHANNEL ISLANDS) 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  
**59 NETHERHALL GARDENS**  
**LONDON NW3 5RE**  
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 6007  
Fax: 020 7974 2962

G: CLS/COM/JL/1685.785  
S106 v final

THIS AGREEMENT is made the 21st day of December 2010

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

1. **GLOBALHOME ESTATES LIMITED** (Co. Regn. No. 5327595) whose registered office is at 157 Great North Way London NW4 1PP (hereinafter called "the Owner") of the first part
  2. **EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED** (incorporated in Guernsey) of P.O.Box 603, EFG House, St Julian's Avenue, St Peter Port, Guernsey GY1 4NN (hereinafter called "the Mortgagee") of the second part
  3. **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 21864 subject to a charge to 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 Planning Permission was granted on 13 August 2009 after the Council resolved to grant planning permission subject to the completion of the First Agreement.
  - 1.4 Conservation Area Consent for the development of the Property was submitted to the Council and validated on 28 July 2010 and the Council resolved to grant permission conditionally under reference number 2010/4047/C 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 Mortgagee as mortgagee under a legal charge registered under Title Number 21864 and dated 30 March 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 Application for Conservation Area Consent" | an application for Conservation Area Consent in respect of the Development of the Property submitted to the Council and validated on 28 July 2010 for which a resolution to grant consent has been passed conditionally under reference number 2010/4047/C. |
| 2.4 | "the Certificate of Practical Completion"       | the certificate issued by the Owner's contractor certifying that the Refurbishment Works have been completed  |

- 2.5 "Conservation Area Consent" conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.6 "the Construction Phase" the whole period between
- (i) the Implementation Date and
  - (ii) the date of issue of the Certificate of Practical Completion
- 2.7 "the Development" Partial demolition of existing buildings on the site in connection with the implementation of planning permission reference 2008/3343/P (dated 13/08/2009) for a basement excavation, extension including the west wing 5.5m extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway as shown on drawing numbers Site Location Plan; 07116-XP\_B1\_JC20\_001\_OP02\_A;  
07116\_XP\_00\_JC20\_002\_OP02\_A;  
07116\_XP\_01\_JC20\_003\_OP02\_A;  
07116\_XP\_02\_JC20\_004\_OP02\_A;  
07116\_XP\_RF\_JC20\_005\_OP02\_A;  
07116\_E\_S\_G200\_001\_OP02\_A  
07116\_E\_N\_G200\_002\_OP02\_A;  
07116\_E\_W\_G200\_003\_OP02\_A;  
07116\_E\_E\_G200\_004\_OP02\_A;  
07116\_XP\_B1\_JC20\_002\_OP02\_C;  
07116\_XP\_00\_JC20\_001\_OP02\_C;  
07116\_XP\_01\_JC20\_001\_OP02\_B;  
07116\_XP\_02\_JC20\_001\_OP02\_C;  
07116\_XP\_RF\_JC20\_001\_OP02\_C;  
07116\_XE\_N\_JC20\_002\_B;

07116\_XE\_E\_JC20\_002\_B;  
07116\_XE\_S\_JC20\_002\_B;  
07116\_XE\_W\_JC20\_002\_B

2.8 "First Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 13 August 2009 made between the Council the Owner and Marfin Popular Bank Public Co Ltd

2.9 "First Development"

Partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway as shown on drawing numbers Planning Statement, Ecohomes pre-Assessment Estimator; Arboricultural Impact Assessment and drawing 280503-P-01; GVA Schatunowski Brooks letter 19/06/2008; Structural Engineer's Feasibility Report; Historic Buildings Architect's Report Site location plan P\_00\_G100\_020 Rev. A  
XP\_B1\_JC20\_001\_OPO2 rev. A;  
XP\_00\_JC20\_002\_OP02 rev. A;  
XP\_01\_JC20\_003\_OPO2 rev. A;  
XP\_02\_JC20\_004\_OPO2 rev. A;  
XP\_RF\_JC20\_005\_OPO2 rev.A 1:100 @ A1:  
XP\_B1\_JA12\_001 rev. A; XP\_00\_JA12\_002 rev. A  
XP\_01\_JA12\_003 rev. A; XP\_02\_JA12\_004 rev. A;  
XP\_RF\_JA12\_005 rev. A; XS\_AA\_JA12\_001 rev. A;  
XS\_BB\_JA12\_002 rev. A;  
XS\_CC\_JA12\_003 rev. A; XS\_DD\_JA12\_004 rev. A;  
XE\_E\_JA12\_004 rev. A; XE\_N\_JA12\_002 rev. A;  
XE\_S\_JA12\_001 rev. A; XE\_W\_JA12\_003 rev. A 1:200 @ A1: XP\_B1\_JA12\_101 revision A;  
XP\_00\_JA12\_102 rev. A; XP\_01\_JA12\_103 rev.

A; XP\_02\_JA12\_104 rev. A; XP\_RF\_JA12\_105  
 rev. A 1:100@A1 P\_B1\_G200\_001\_OPO2 rev.A;  
 P00\_G200\_002\_OPO2 rev.A;  
 P\_01\_G200\_003\_OPO2 rev.A;  
 P\_02\_G200\_004\_OPO2 rev.A;  
 P\_RF\_G200\_005\_OPO2 rev. A;  
 P\_00\_G710\_006\_OPO2 rev.A;  
 E\_S\_G200\_001\_OPO2 rev. A;  
 E\_N\_G200\_002\_OPO rev.A;  
 E\_W\_G200\_003\_OPO2 rev. A;  
 E\_E\_G200\_004\_OPO2 rev.A;  
 S\_AA\_G200\_001\_OPO2 rev. A;  
 S\_BB\_G200\_002\_OPO2 rev.A;  
 S\_CC\_G200\_003\_OPO2 rev.A;  
 S\_DD\_G200\_004\_OPO2 rev. A; S\_EE-  
 G200\_005\_OPO2 rev.A 1:200 @A1  
 P\_B1\_G200\_101\_OPO2 rev.A;  
 P\_00\_G200\_102\_OPO2 rev.A;  
 P\_01\_G200\_103\_OPO2; P\_02\_G200\_104\_OPO2  
 rev.A; P\_RF\_G200\_105\_OPO2 rev.A

2.10 "the First Planning Permission"

means the planning permission granted for the First Development by the Council on 13 August 2009 referenced 2008/3343/P

2.11 "the Implementation Date"

the date of implementation of the Refurbishment Works 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

2.12 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy",

"Occupied" and "Occupation" shall be construed accordingly

2.13 "the Parties"

mean the Council the Owner and the Mortgagee

2.14 "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

2.15 "the Property"

the land known as 59 Netherhall Gardens London NW3 5RE (and the building therein) the same as shown for identification purposes edged in red on the plan annexed hereto

2.16 "the Refurbishment Plan"

a plan to be prepared by the Owner and approved by the Council securing the reinstatement of the Property to safeguard the appearance of the Property and the character of the immediate area, such plan to include the following measures:

- (i) All elements demolished as part of the Development including architectural features (which include but are not limited to finials, chimneys, dormers, leaded windows entrance doors, corbels, stonework details and eaves work) to be reinstated to match original work (unless otherwise approved by the Council in writing)
- (ii) All remaining architectural features on the front and side elevations to be retained and repaired to match the original work and/ or as per the approved drawings of the First

Planning Permission PROVIDED THAT where the Council has agreed in writing that any architectural feature is beyond repair they can be replicated to match the original using material as approved by the Council.

- (iii) All elements as photographed in the Design Statement dated 29 July 2010 which have been removed and stored to be refixed in their original locations and/or as per the approved drawings of the First Planning Permission PROVIDED THAT where the Council has agreed in writing that any elements are beyond repair they can be replicated to match the existing elements using materials as approved by the Council
- (iii) All chimneys to be rebuilt to match original work using materials reclaimed from the demolition PROVIDED THAT where the Council agrees in writing that this is not possible they can be rebuilt using materials as approved by the Council which replicate the original external appearance of the chimney.
- (iv) A sample panel of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing to be provided on site and shall be retained on site until the work has been completed.
- (v) A sample panel of the roof tiling demonstrating the proposed colour and texture to be provided on site and shall be retained on site until the work has been completed.
- (vi) Sections and elevation drawings at 1:20 @ A1/ 1:40 @ A3 with details at 1:10 @A3 (1:1



for windows) to be provided to the Council for approval for the following elements:

- a) Chimneys;
- b) Dormers; and
- c) Windows.

2.17 "the Refurbishment Works" the works carried out pursuant to the Refurbishment Plan to reinstate and/or rebuild the Property.

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 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 Conservation Area Consent 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 THE CONSERVATION REFURBUSHMENT PLAN**

4.1.1 On or prior to Implementation to submit to the Council for approval the Refurbishment Plan.

4.1.2 Not to Implement nor allow Implementation until such time as the Council has approved the Refurbishment Plan as demonstrated by written notice to that effect.

4.1.3 To ensure that throughout the Construction Phase the Refurbishment Works shall not be carried out otherwise than in strict accordance with the requirements of the Refurbishment Plan and not to permit the carrying out of any works comprised in the Refurbishment Works at any time when the requirements of the Refurbishment Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required to remedy such non-compliance.

4.1.4 Not to Occupy or permit the Occupation of the First Development until the Council has confirmed in writing that the measures incorporated in the Refurbishment Plan as approved by the Council have been implemented in the construction of the Development

**4.2 COMPLETION OF DEVELOPMENT**

4.2.1 That within twelve months of the Implementation Date to ensure that the

Refurbishment Works to the external appearance of the Property have been fully implemented and completed and a Certificate of Completion has been issued in respect thereof and that the external appearance of the Property is reinstated in accordance with the First Planning Permission PROVIDED THAT if such date becomes impossible by reason of circumstances beyond the control of the Owner then the period referred to in this clause for completion may be such later date as may be agreed in writing by the Council acting reasonably having regard to the circumstances.

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 2010/4047/C 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 proper 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.

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 2010/4047/C 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 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 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.

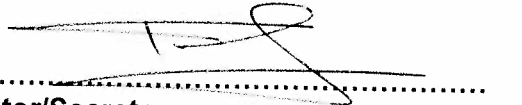
8. **RIGHTS OF THIRD PARTIES**

- 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

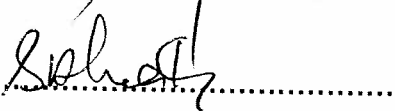
EXECUTED AS A DEED BY )  
GLOBALHOME ESTATES LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

  
.....  
Director

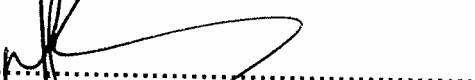
  
.....  
Director/Secretary

EXECUTED AS A DEED BY )  
EFG PRIVATE BANK )  
(CHANNEL ISLANDS) LIMITED )  
Acting by )

Director.....

Director.....

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

  
.....  
Authorised Signatory



The London Planning Practice  
4 Goodwins Court  
LONDON  
WC2N 4LL

Application Ref: **2010/4047/C**  
Please ask for: **Edward Jarvis**  
Telephone: 020 7974 **4578**

24 November 2010

Dear Sir/Madam

**DRAFT**  
DECISION

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990

### Conservation Area Consent Granted

Address:

**59 Netherhall Gardens**  
**London**  
**NW3 5RE**

**DECISION**

Proposal:

Partial demolition of existing buildings on the site in connection with the implementation of planning permission reference 2008/3343/P (dated 13/08/2009) for a basement excavation, extension including the west wing 5.5m extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway.

Drawing Nos:	Site Location	Plan;
07116_XP_00_JC20_002_OP02_A;		07116-XP_B1_JC20_001_OP02_A;
07116_XP_02_JC20_004_OP02_A;		07116_XP_01_JC20_003_OP02_A;
07116_E_S_G200_001_OP02_A		07116_XP_RF_JC20_005_OP02_A;
07116_E_W_G200_003_OP02_A;		07116_E_N_G200_002_OP02_A;
07116_XP_B1_JC20_002_OP02_C;		07116_E_E_G200_004_OP02_A;
07116_XP_01_JC20_001_OP02_B;		07116_XP_00_JC20_001_OP02_C;
07116_XP_RF_JC20_001_OP02_C;		07116_XP_02_JC20_001_OP02_C;
07116_XE_E_JC20_002_B;		07116_XE_N_JC20_002_B;
07116_XE_S_JC20_002_B;		
07116_XE_W_JC20_002_B		

The Council has considered your application and decided to grant conservation area consent subject to the following condition(s):

Conditions and Reasons:

- 1 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting conservation area consent.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, B6 Conservation Areas; the London Borough of Camden Local Development Framework Core Strategy CS14 Heritage and the London Borough of Camden Local Development Framework Development Policies DP25 Heritage. Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations:- having regard for character or appearance of CA.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

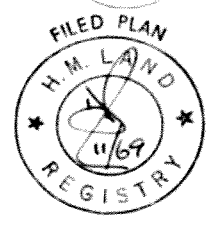
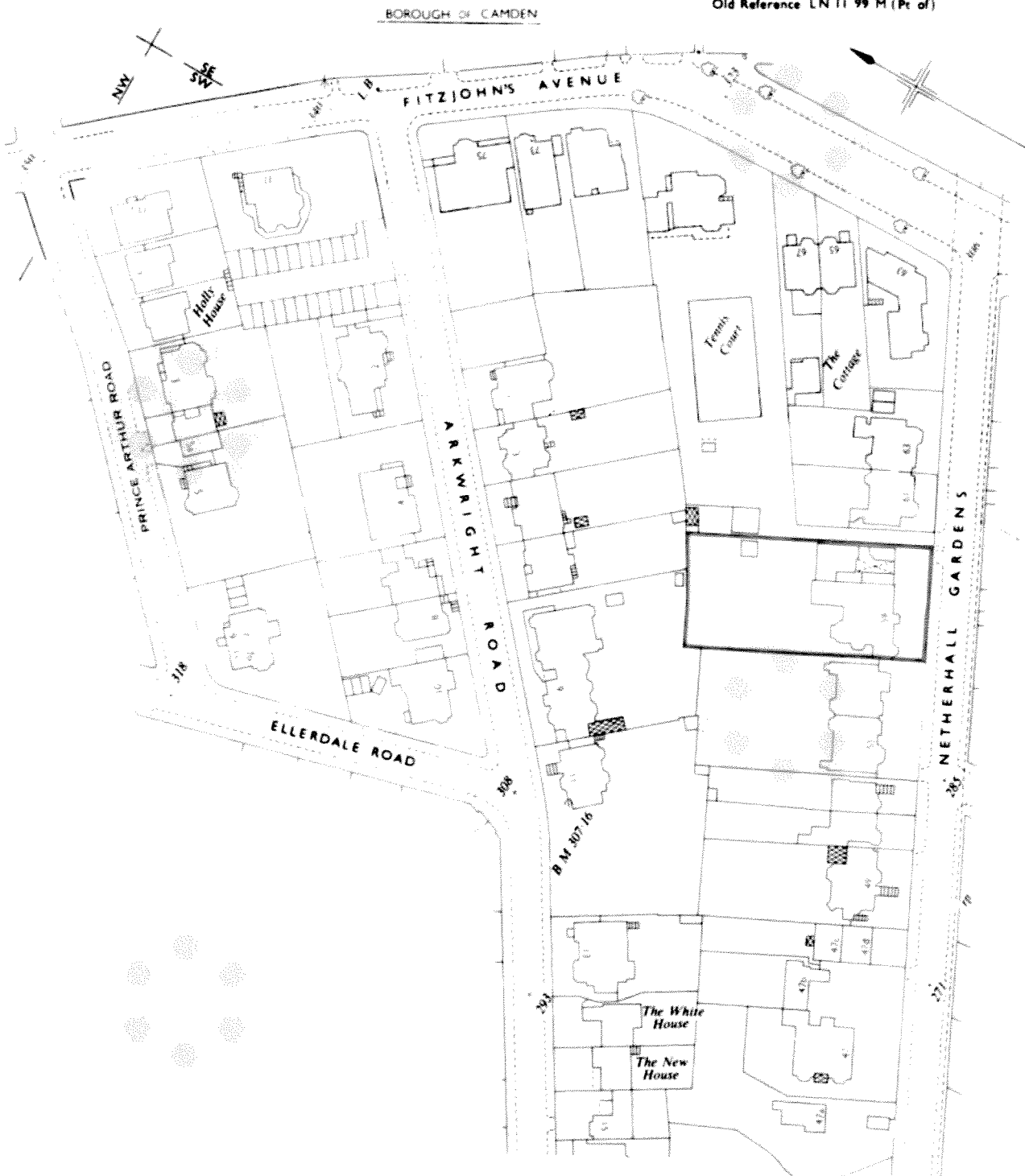
Yours faithfully

**DECISION**

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)



H.M. LAND REGISTRY		TITLE NUMBER	
		21864	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	GREATER LONDON		TQ 2685
			SECTION
			U
Scale: 1/1250		© Crown Copyright 1969.	
		Old Reference LN 11 99 M (Pt of)	



DATED 21ST DECEMBER 2010

(1) GLOBALHOME ESTATES LIMITED

and

(2) EFG PRIVATE BANK (CHANNEL ISLANDS) 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  
**59 NETHERHALL GARDENS**  
**LONDON NW3 5RE**  
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 6007  
Fax: 020 7974 2962

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