

DATED

6 November

2009

(1) EDGERIDGE LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T

relating to land known as

**Flat A, 12 Gaisford Street, London NW5 2ED
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/1685.161

THIS AGREEMENT is made the 6th day of November 2009

BETWEEN:

1. **EDGERIDGE LIMITED** (Co. Regn. No. 06558956) whose registered office is at 505 Pinner Road, Harrow, Middlesex HA2 6EH (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 NGL745787 and the leasehold proprietor with Title absolute of the First and Second Properties under Title Numbers NGL680933 and NGL638215 respectively.
- 1.2 The Owner is the freehold and leasehold Owner of and is interested respectively in the Property and the Properties 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 10 February 2009 and the Council resolved to grant permission conditionally under reference number 2008/5679/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.

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 erection of a part three storey, part single storey rear extension, installation of two front and rear dormer windows, and change of use from 2 maisonettes to 4 self contained flats as shown on drawing numbers Site Location Plan; GAIS12/1 rev A; 2 rev A; 3 rev G; 4 rev F; 5 rev F; 6 rev C |
| 2.4 | "First Property" | Leasehold Property at 12a Gaisford Street, London NW5 2ED registered under Title Number NGL638215 |
| 2.5 | "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 |
| 2.6 | "the Nominated Unit" | the residential units forming part of the Development as shown outlined in red on the drawing numbered GAIS12/3 rev G and marked Plan 2 annexed hereto |

- 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" mean the Council and the Owner
- 2.9 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 10 February 2009 for which a resolution to grant permission has been passed conditionally under reference number 2008/5679/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 12 Gaisford Street, London NW5 2ED the same as shown shaded grey on Plan 1 annexed hereto
- 2.13 "the Properties" the First and Second Property together
- 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 "Second Property" 12b Gaisford Street, London NW5 2ED registered at Land Registry under Title Number NGL638215

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 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 and 7 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

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

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

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 2008/5679/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 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.
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 2008/5679/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 limited to £650.00.

- 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 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 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. RIGHTS OF THIRD PARTIES

- 7.1 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 have executed this instrument as their Deed the day and year first before written

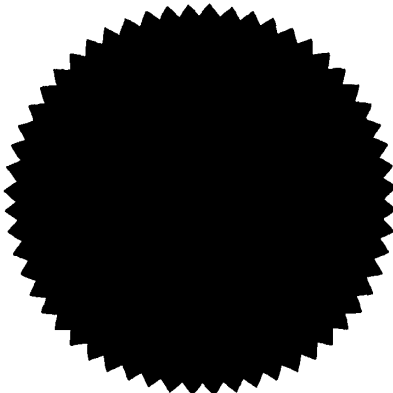
EXECUTED AS A DEED BY
EDGERIDGE LIMITED
acting by a Director ~~in the presence~~
~~or by two Directors of~~ :



~~Matthew~~
Mural Jethwa.
3 Cranwood Street
London EC1V 9PE
Director
Solicitor

.....
Director/Secretary

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

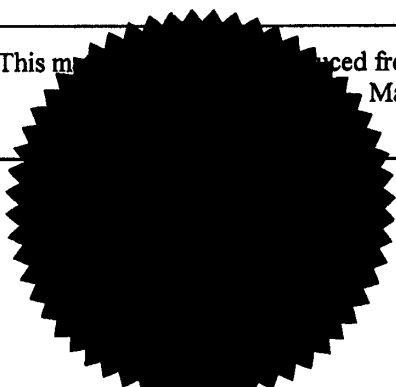



.....
Authorised Signatory

12 Gaisford Street, London NW5 2ED

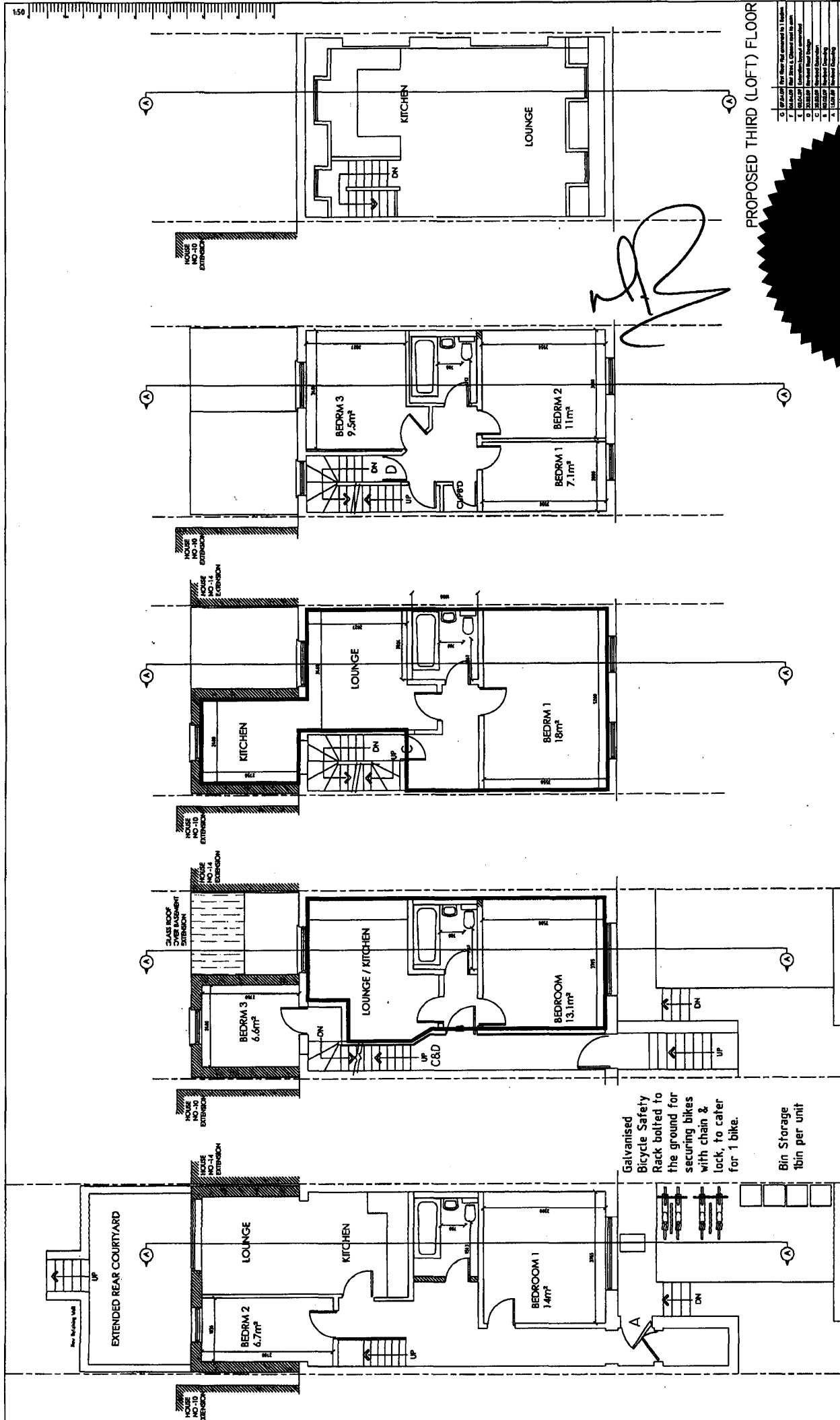


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Handwritten signature or initials.

Handwritten signature or initials.



PROPOSED BASEMENT FLAT
THREE BEDROOMS
FLAT A = 71m²

PROPOSED GROUND FLOOR FLAT
ONE BEDROOM
FLAT B = 32m²

PROPOSED FIRST FLOOR
ONE BEDROOM
FLAT C = 42m²

PROPOSED SECOND
THREE BEDROOMS
FLAT D = 70m²

CAR-FREE UNIT (AS INDICATE IN RED)

CAR-FREE UNIT AS (INDICATE IN RED)

PROPOSED THIRD (LOFT) FLOOR

1	PROPOSED BASEMENT FLAT	71.00	1	PROPOSED GROUND FLOOR FLAT	32.00	1	PROPOSED FIRST FLOOR	42.00	1	PROPOSED SECOND	70.00	1	PROPOSED THIRD (LOFT) FLOOR	70.00	1	TOTAL	285.00
2	PROPOSED BASEMENT FLAT	71.00	2	PROPOSED GROUND FLOOR FLAT	32.00	2	PROPOSED FIRST FLOOR	42.00	2	PROPOSED SECOND	70.00	2	PROPOSED THIRD (LOFT) FLOOR	70.00	2	TOTAL	570.00
3	PROPOSED BASEMENT FLAT	71.00	3	PROPOSED GROUND FLOOR FLAT	32.00	3	PROPOSED FIRST FLOOR	42.00	3	PROPOSED SECOND	70.00	3	PROPOSED THIRD (LOFT) FLOOR	70.00	3	TOTAL	855.00
4	PROPOSED BASEMENT FLAT	71.00	4	PROPOSED GROUND FLOOR FLAT	32.00	4	PROPOSED FIRST FLOOR	42.00	4	PROPOSED SECOND	70.00	4	PROPOSED THIRD (LOFT) FLOOR	70.00	4	TOTAL	1140.00
5	PROPOSED BASEMENT FLAT	71.00	5	PROPOSED GROUND FLOOR FLAT	32.00	5	PROPOSED FIRST FLOOR	42.00	5	PROPOSED SECOND	70.00	5	PROPOSED THIRD (LOFT) FLOOR	70.00	5	TOTAL	1425.00
6	PROPOSED BASEMENT FLAT	71.00	6	PROPOSED GROUND FLOOR FLAT	32.00	6	PROPOSED FIRST FLOOR	42.00	6	PROPOSED SECOND	70.00	6	PROPOSED THIRD (LOFT) FLOOR	70.00	6	TOTAL	1710.00
7	PROPOSED BASEMENT FLAT	71.00	7	PROPOSED GROUND FLOOR FLAT	32.00	7	PROPOSED FIRST FLOOR	42.00	7	PROPOSED SECOND	70.00	7	PROPOSED THIRD (LOFT) FLOOR	70.00	7	TOTAL	2000.00
8	PROPOSED BASEMENT FLAT	71.00	8	PROPOSED GROUND FLOOR FLAT	32.00	8	PROPOSED FIRST FLOOR	42.00	8	PROPOSED SECOND	70.00	8	PROPOSED THIRD (LOFT) FLOOR	70.00	8	TOTAL	2285.00
9	PROPOSED BASEMENT FLAT	71.00	9	PROPOSED GROUND FLOOR FLAT	32.00	9	PROPOSED FIRST FLOOR	42.00	9	PROPOSED SECOND	70.00	9	PROPOSED THIRD (LOFT) FLOOR	70.00	9	TOTAL	2570.00
10	PROPOSED BASEMENT FLAT	71.00	10	PROPOSED GROUND FLOOR FLAT	32.00	10	PROPOSED FIRST FLOOR	42.00	10	PROPOSED SECOND	70.00	10	PROPOSED THIRD (LOFT) FLOOR	70.00	10	TOTAL	2855.00
11	PROPOSED BASEMENT FLAT	71.00	11	PROPOSED GROUND FLOOR FLAT	32.00	11	PROPOSED FIRST FLOOR	42.00	11	PROPOSED SECOND	70.00	11	PROPOSED THIRD (LOFT) FLOOR	70.00	11	TOTAL	3140.00
12	PROPOSED BASEMENT FLAT	71.00	12	PROPOSED GROUND FLOOR FLAT	32.00	12	PROPOSED FIRST FLOOR	42.00	12	PROPOSED SECOND	70.00	12	PROPOSED THIRD (LOFT) FLOOR	70.00	12	TOTAL	3425.00
13	PROPOSED BASEMENT FLAT	71.00	13	PROPOSED GROUND FLOOR FLAT	32.00	13	PROPOSED FIRST FLOOR	42.00	13	PROPOSED SECOND	70.00	13	PROPOSED THIRD (LOFT) FLOOR	70.00	13	TOTAL	3710.00
14	PROPOSED BASEMENT FLAT	71.00	14	PROPOSED GROUND FLOOR FLAT	32.00	14	PROPOSED FIRST FLOOR	42.00	14	PROPOSED SECOND	70.00	14	PROPOSED THIRD (LOFT) FLOOR	70.00	14	TOTAL	4000.00
15	PROPOSED BASEMENT FLAT	71.00	15	PROPOSED GROUND FLOOR FLAT	32.00	15	PROPOSED FIRST FLOOR	42.00	15	PROPOSED SECOND	70.00	15	PROPOSED THIRD (LOFT) FLOOR	70.00	15	TOTAL	4285.00
16	PROPOSED BASEMENT FLAT	71.00	16	PROPOSED GROUND FLOOR FLAT	32.00	16	PROPOSED FIRST FLOOR	42.00	16	PROPOSED SECOND	70.00	16	PROPOSED THIRD (LOFT) FLOOR	70.00	16	TOTAL	4570.00
17	PROPOSED BASEMENT FLAT	71.00	17	PROPOSED GROUND FLOOR FLAT	32.00	17	PROPOSED FIRST FLOOR	42.00	17	PROPOSED SECOND	70.00	17	PROPOSED THIRD (LOFT) FLOOR	70.00	17	TOTAL	4855.00
18	PROPOSED BASEMENT FLAT	71.00	18	PROPOSED GROUND FLOOR FLAT	32.00	18	PROPOSED FIRST FLOOR	42.00	18	PROPOSED SECOND	70.00	18	PROPOSED THIRD (LOFT) FLOOR	70.00	18	TOTAL	5140.00
19	PROPOSED BASEMENT FLAT	71.00	19	PROPOSED GROUND FLOOR FLAT	32.00	19	PROPOSED FIRST FLOOR	42.00	19	PROPOSED SECOND	70.00	19	PROPOSED THIRD (LOFT) FLOOR	70.00	19	TOTAL	5425.00
20	PROPOSED BASEMENT FLAT	71.00	20	PROPOSED GROUND FLOOR FLAT	32.00	20	PROPOSED FIRST FLOOR	42.00	20	PROPOSED SECOND	70.00	20	PROPOSED THIRD (LOFT) FLOOR	70.00	20	TOTAL	5710.00
21	PROPOSED BASEMENT FLAT	71.00	21	PROPOSED GROUND FLOOR FLAT	32.00	21	PROPOSED FIRST FLOOR	42.00	21	PROPOSED SECOND	70.00	21	PROPOSED THIRD (LOFT) FLOOR	70.00	21	TOTAL	6000.00
22	PROPOSED BASEMENT FLAT	71.00	22	PROPOSED GROUND FLOOR FLAT	32.00	22	PROPOSED FIRST FLOOR	42.00	22	PROPOSED SECOND	70.00	22	PROPOSED THIRD (LOFT) FLOOR	70.00	22	TOTAL	6285.00
23	PROPOSED BASEMENT FLAT	71.00	23	PROPOSED GROUND FLOOR FLAT	32.00	23	PROPOSED FIRST FLOOR	42.00	23	PROPOSED SECOND	70.00	23	PROPOSED THIRD (LOFT) FLOOR	70.00	23	TOTAL	6570.00
24	PROPOSED BASEMENT FLAT	71.00	24	PROPOSED GROUND FLOOR FLAT	32.00	24	PROPOSED FIRST FLOOR	42.00	24	PROPOSED SECOND	70.00	24	PROPOSED THIRD (LOFT) FLOOR	70.00	24	TOTAL	6855.00
25	PROPOSED BASEMENT FLAT	71.00	25	PROPOSED GROUND FLOOR FLAT	32.00	25	PROPOSED FIRST FLOOR	42.00	25	PROPOSED SECOND	70.00	25	PROPOSED THIRD (LOFT) FLOOR	70.00	25	TOTAL	7140.00
26	PROPOSED BASEMENT FLAT	71.00	26	PROPOSED GROUND FLOOR FLAT	32.00	26	PROPOSED FIRST FLOOR	42.00	26	PROPOSED SECOND	70.00	26	PROPOSED THIRD (LOFT) FLOOR	70.00	26	TOTAL	7425.00
27	PROPOSED BASEMENT FLAT	71.00	27	PROPOSED GROUND FLOOR FLAT	32.00	27	PROPOSED FIRST FLOOR	42.00	27	PROPOSED SECOND	70.00	27	PROPOSED THIRD (LOFT) FLOOR	70.00	27	TOTAL	7710.00
28	PROPOSED BASEMENT FLAT	71.00	28	PROPOSED GROUND FLOOR FLAT	32.00	28	PROPOSED FIRST FLOOR	42.00	28	PROPOSED SECOND	70.00	28	PROPOSED THIRD (LOFT) FLOOR	70.00	28	TOTAL	8000.00
29	PROPOSED BASEMENT FLAT	71.00	29	PROPOSED GROUND FLOOR FLAT	32.00	29	PROPOSED FIRST FLOOR	42.00	29	PROPOSED SECOND	70.00	29	PROPOSED THIRD (LOFT) FLOOR	70.00	29	TOTAL	8285.00
30	PROPOSED BASEMENT FLAT	71.00	30	PROPOSED GROUND FLOOR FLAT	32.00	30	PROPOSED FIRST FLOOR	42.00	30	PROPOSED SECOND	70.00	30	PROPOSED THIRD (LOFT) FLOOR	70.00	30	TOTAL	8570.00
31	PROPOSED BASEMENT FLAT	71.00	31	PROPOSED GROUND FLOOR FLAT	32.00	31	PROPOSED FIRST FLOOR	42.00	31	PROPOSED SECOND	70.00	31	PROPOSED THIRD (LOFT) FLOOR	70.00	31	TOTAL	8855.00
32	PROPOSED BASEMENT FLAT	71.00	32	PROPOSED GROUND FLOOR FLAT	32.00	32	PROPOSED FIRST FLOOR	42.00	32	PROPOSED SECOND	70.00	32	PROPOSED THIRD (LOFT) FLOOR	70.00	32	TOTAL	9140.00
33	PROPOSED BASEMENT FLAT	71.00	33	PROPOSED GROUND FLOOR FLAT	32.00	33	PROPOSED FIRST FLOOR	42.00	33	PROPOSED SECOND	70.00	33	PROPOSED THIRD (LOFT) FLOOR	70.00	33	TOTAL	9425.00
34	PROPOSED BASEMENT FLAT	71.00	34	PROPOSED GROUND FLOOR FLAT	32.00	34	PROPOSED FIRST FLOOR	42.00	34	PROPOSED SECOND	70.00	34	PROPOSED THIRD (LOFT) FLOOR	70.00	34	TOTAL	9710.00
35	PROPOSED BASEMENT FLAT	71.00	35	PROPOSED GROUND FLOOR FLAT	32.00	35	PROPOSED FIRST FLOOR	42.00	35	PROPOSED SECOND	70.00	35	PROPOSED THIRD (LOFT) FLOOR	70.00	35	TOTAL	10000.00
36	PROPOSED BASEMENT FLAT	71.00	36	PROPOSED GROUND FLOOR FLAT	32.00	36	PROPOSED FIRST FLOOR	42.00	36	PROPOSED SECOND	70.00	36	PROPOSED THIRD (LOFT) FLOOR	70.00	36	TOTAL	10285.00
37	PROPOSED BASEMENT FLAT	71.00	37	PROPOSED GROUND FLOOR FLAT	32.00	37	PROPOSED FIRST FLOOR	42.00	37	PROPOSED SECOND	70.00	37	PROPOSED THIRD (LOFT) FLOOR	70.00	37	TOTAL	10570.00
38	PROPOSED BASEMENT FLAT	71.00	38	PROPOSED GROUND FLOOR FLAT	32.00	38	PROPOSED FIRST FLOOR	42.00	38	PROPOSED SECOND	70.00	38	PROPOSED THIRD (LOFT) FLOOR	70.00	38	TOTAL	10855.00
39	PROPOSED BASEMENT FLAT	71.00	39	PROPOSED GROUND FLOOR FLAT	32.00	39	PROPOSED FIRST FLOOR	42.00	39	PROPOSED SECOND	70.00	39	PROPOSED THIRD (LOFT) FLOOR	70.00	39	TOTAL	11140.00
40	PROPOSED BASEMENT FLAT	71.00	40	PROPOSED GROUND FLOOR FLAT	32.00	40	PROPOSED FIRST FLOOR	42.00	40	PROPOSED SECOND	70.00	40	PROPOSED THIRD (LOFT) FLOOR	70.00	40	TOTAL	11425.00
41	PROPOSED BASEMENT FLAT	71.00	41	PROPOSED GROUND FLOOR FLAT	32.00	41	PROPOSED FIRST FLOOR	42.00	41	PROPOSED SECOND	70.00	41	PROPOSED THIRD (LOFT) FLOOR	70.00	41	TOTAL	11710.00
42	PROPOSED BASEMENT FLAT	71.00	42	PROPOSED GROUND FLOOR FLAT	32.00	42	PROPOSED FIRST FLOOR	42.00	42	PROPOSED SECOND	70.00	42	PROPOSED THIRD (LOFT) FLOOR	70.00	42	TOTAL	12000.00
43	PROPOSED BASEMENT FLAT	71.00	43	PROPOSED GROUND FLOOR FLAT	32.00	43	PROPOSED FIRST FLOOR	42.00	43	PROPOSED SECOND	70.00	43	PROPOSED THIRD (LOFT) FLOOR	70.00	43	TOTAL	12285.00
44	PROPOSED BASEMENT FLAT	71.00	44	PROPOSED GROUND FLOOR FLAT	32.00	44	PROPOSED FIRST FLOOR	42.00	44	PROPOSED SECOND	70.00	44	PROPOSED THIRD (LOFT) FLOOR	70.00	44	TOTAL	12570.00
45	PROPOSED BASEMENT FLAT	71.00	45	PROPOSED GROUND FLOOR FLAT	32.00	45	PROPOSED FIRST FLOOR	42.00	45	PROPOSED SECOND	70.00	45	PROPOSED THIRD (LOFT) FLOOR	70.00	45	TOTAL	12855.00
46	PROPOSED BASEMENT FLAT	71.00	46	PROPOSED GROUND FLOOR FLAT	32.00	46	PROPOSED FIRST FLOOR	42.00	46	PROPOSED SECOND	70.00	46	PROPOSED THIRD (LOFT) FLOOR	70.00	46	TOTAL	13140.00
47	PROPOSED BASEMENT FLAT	71.00	47	PROPOSED GROUND FLOOR FLAT	32.00	47	PROPOSED FIRST FLOOR	42.00	47	PROPOSED SECOND	70.00	47	PROPOSED THIRD (LOFT) FLOOR	70.00	47	TOTAL	13425.00
48	PROPOSED BASEMENT FLAT	71.00	48	PROPOSED GROUND FLOOR FLAT	32.00	48	PROPOSED FIRST FLOOR	42.00	48	PROPOSED SECOND	70.00	48	PROPOSED THIRD (LOFT) FLOOR	70.00	48	TOTAL	13710.00
49	PROPOSED BASEMENT FLAT	71.00	49	PROPOSED GROUND FLOOR FLAT	32.00	49	PROPOSED FIRST FLOOR	42.00	49	PROPOSED SECOND	70.00	49	PROPOSED THIRD (LOFT) FLOOR	70.00	49	TOTAL	14000.00
50	PROPOSED BASEMENT FLAT	71.00	50	PROPOSED GROUND FLOOR FLAT	32.00	50	PROPOSED FIRST FLOOR	42.00	50	PROPOSED SECOND	70.00	50	PROPOSED THIRD (LOFT) FLOOR	70.00	50	TOTAL	14285.00
51	PROPOSED BASEMENT FLAT	71.00	51	PROPOSED GROUND FLOOR FLAT	32.00	51	PROPOSED FIRST FLOOR	42.00	51	PROPOSED SECOND	70.00	51	PROPOSED THIRD (LOFT) FLOOR	70.00	51	TOTAL	14570.00
52	PROPOSED BASEMENT FLAT	71.00	52	PROPOSED GROUND FLOOR FLAT	32.00	52	PROPOSED FIRST FLOOR	42.00	52	PROPOSED SECOND	70.00	52	PROPOSED THIRD (LOFT) FLOOR	70.00	52	TOTAL	14855.00
53	PROPOSED BASEMENT FLAT	71.00	53	PROPOSED GROUND FLOOR FLAT	32.00	53	PROPOSED FIRST FLOOR	42.00	53	PROPOSED SECOND	70.00	53	PROPOSED THIRD (LOFT) FLOOR	70.00	53	TOTAL	15140.00
54	PROPOSED BASEMENT FLAT	71.00	54	PROPOSED GROUND FLOOR FLAT	32.00	54	PROPOSED FIRST FLOOR	42.00	54	PROPOSED SECOND	70.00	54	PROPOSED THIRD (LOFT) FLOOR	70.00	54	TOTAL	15425.00
55	PROPOSED BASEMENT FLAT	71.00	55	PROPOSED GROUND FLOOR FLAT	32.00	55	PROPOSED FIRST FLOOR	42.00	55	PROPOSED SECOND	70.00	55	PROPOSED THIRD (LOFT) FLOOR	70.00	55	TOTAL	15710.00
56	PROPOSED BASEMENT FLAT	71.00	56	PROPOSED GROUND FLOOR FLAT	32.00	56	PROPOSED FIRST FLOOR	42.00	56	PROPOSED SECOND	70.00	56	PROPOSED THIRD (LOFT) FLOOR	70.00	56	TOTAL	16000.00
57	PROPOSED BASEMENT FLAT	71.00	57	PROPOSED GROUND FLOOR FLAT	32.00	57	PROPOSED FIRST FLOOR	42.00	57	PROPOSED SECOND	70.00	57	PROPOSED THIRD (LOFT) FLOOR	70.00	57	TOTAL	16285.00
58	PROPOSED BASEMENT FLAT	71.00	58	PROPOSED GROUND FLOOR FLAT	32.00	58	PROPOSED FIRST FLOOR	42.00	58	PROPOSED SECOND	70.00	58	PROPOSED THIRD (LOFT) FLOOR	70.00	58	TOTAL	16570.00
59	PROPOSED BASEMENT FLAT	71.00	59	PROPOSED GROUND FLOOR FLAT	32.00	59	PROPOSED FIRST FLOOR	42.00	59	PROPOSED SECOND	70.00	59	PROPOSED THIRD (LOFT) FLOOR	70.00	59	TOTAL	16855.00
60	PROPOSED BASEMENT FLAT	71.00	60	PROPOSED GROUND FLOOR FLAT	32.00	60	PROPOSED FIRST FLOOR	42.00	60	PROPOSED SECOND	70.00	60	PROPOSED THIRD (LOFT) FLOOR	70.00	60	TOTAL	17140.00
61	PROPOSED BASEMENT FLAT	71.00	61	PROPOSED GROUND FLOOR FLAT	32.00	61	PROPOSED FIRST FLOOR	42.00	61	PROPOSED SECOND	70.00	61	PROPOSED THIRD (LOFT) FLOOR	70.00	61	TOTAL	17425.00
62	PROPOSED BASEMENT FLAT	71.00	62	PROPOSED GROUND FLOOR FLAT	32.00	62	PROPOSED FIRST FLOOR	42.00	62	PROPOSED SECOND	70.00	62	PROPOSED THIRD (LOFT) FLOOR	70.00	62	TOTAL	17710.00
63	PROPOSED BASEMENT FLAT	71.00	63	PROPOSED GROUND FLOOR FLAT	32.00	63	PROPOSED FIRST FLOOR	42.00	63	PROPOSED SECOND	70.00	63	PROPOSED THIRD (LOFT) FLOOR	70.00	63	TOTAL	18000.00
64	PROPOSED BASEMENT FLAT	71.00	64	PROPOSED GROUND FLOOR FLAT	32.00	64	PROPOSED FIRST FLOOR	42.00	64	PROPOSED SECOND	70.00	64	PROPOSED THIRD (LOFT) FLOOR	70.00	64	TOTAL	18285.00
65	PROPOSED BASEMENT FLAT	71.00	65	PROPOSED GROUND FLOOR FLAT	32.00	65	PROPOSED FIRST FLOOR	42.00	65	PROPOSED SECOND	70.00	65	PROPOSED THIRD (LOFT) FLOOR	70.00	65	TOTAL	18570.00
66	PROPOSED BASEMENT FLAT	71.00	66	PROPOSED GROUND FLOOR FLAT	32.00	66	PROPOSED FIRST FLOOR	42.00	66	PROPOSED SECOND	70.00	66	PROPOSED THIRD (LOFT) FLOOR	70.00	66	TOTAL	18855.00
67	PROPOSED BASEMENT FLAT	71.00	67	PROPOSED GROUND FLOOR FLAT	32.00	67	PROPOSED FIRST FLOOR	42.00	67	PROPOSED SECOND	70.00	67	PROPOSED THIRD (LOFT) FLOOR	70.00	67	TOTAL	19140.00
68	PROPOSED BASEMENT FLAT	71.00	68	PROPOSED GROUND FLOOR FLAT	32.00	68	PROPOSED FIRST FLOOR	42.00	68	PROPOSED SECOND	70.00	68	PROPOSED THIRD (LOFT) FLOOR	70.00	68	TOTAL	19425.00
69	PROPOSED BASEMENT FLAT	71.00	69	PROPOSED GROUND FLOOR FLAT	32.00	69	PROPOSED FIRST FLOOR	42.00	69	PROPOSED SECOND	70.00	69	PROPOSED THIRD (LOFT) FLOOR	70.00	69	TOTAL	19710.00
70	PROPOSED BASEMENT FLAT	71.00	70	PROPOSED GROUND FLOOR FLAT	32.00	70	PROPOSED FIRST FLOOR	42.00	70	PROPOSED SECOND	70.00	70	PROPOSED THIRD (LOFT) FLOOR	70.00	70	TOTAL	20000.00
71	PROPOSED BASEMENT FLAT	71.00	71	PROPOSED GROUND FLOOR FLAT	32.00	71	PROPOSED FIRST FLOOR	42.00	71	PROPOSED SECOND	70.00	71	PROPOSED THIRD (LOFT) FLOOR	70.00	71</		

Mrs Jaini Shah
18A Logan Road
LONDON
HA9 8PX

Application Ref: **2008/5679/P**

7 April 2009

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
Flat A
12 Gaisford Street
London
NW5 2ED

Proposal:

DECISION
Erection of a part three storey rear extension consisting of two front and rear dormer windows, and change of use from 2 maisonettes to 4 self contained flats.

Drawing Nos: Site Location Plan; GAIS12/1 rev A; 2 rev A; 3 rev G; 4 rev F; 5 rev F; 6 rev C

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 policies B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts 1984. These include 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 Environmental Health Service, Camden Town Hall, Argyle Street, Camden, London, N1C 4ET. Tel: 020 7974 2090 or by email enquiries@camden.gov.uk or on the website www.camden.gov.uk. Applications for a licence 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 policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD6, H1, H3, H8, B1, B3, B7, T8, T9, T12 and guidance contained within the Camden Planning Guidance 2006. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 4 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
- 5 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.

- 6 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.

Yours faithfully

Culture and Environment Director

DRAFT

DECISION

DATED

6 November

2009

(1) EDGERIDGE LIMITED

and

**(2) THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF CAMDEN**

A G R E E M E N T
relating to land known as
Flat A, 12 Gaisford Street, London NW5 2ED
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/1685.161