(1) DAMSONETTI UK LIMITED

and

(2) NATIONAL WESTMINSTER BANK PLC

and

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

AGREEMENT

relating to land known as 17A Murray Street, London NW1 9RE pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)

> Andrew Maughan Head of Legal Services Town Hall, Judd Street London WC1H 9LP Tel: 020 7974 6464

Fax: 020 7974 2962

S:plan/kvr/cam/murray street 17A

BETWEEN:

1. **DAMSONETTI UK LIMITED** (Company Registration No. 3873918) of 3rd floor 167 Fleet Street London EC4A 2EA (hereinafter called "the Owner") of the first part

2008

- NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Bay House North Harbour Business Park North Harbour Portsmouth Hampshire PO6 4RS (hereinafter called "the Mortgagee") of the second part
- THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY
 of Town Hall, Mare Street, London E8 1EA (hereinafter called "the Council") of the
 third part

WHEREAS

- 1.1 The Owner is the freehold owner of the Property by virtue of a Transfer dated 9 November 2007.
- 1.2 The Owner's leasehold interest in the Property registered under Title Number NGL805154 was surrendered on 9 November 2007.
- 1.3 The Owner 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 19 October 2007 and the Council resolved to grant permission conditionally under reference number 2007/5335/P subject to conclusion of this legal Agreement.
- 1.5 The Council 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 National Westminster Bank PLC as Mortgagee under a legal charge dated 9 November 2007 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

2.1 "the Act"

the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

2.2 "the Agreement"

this Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 19 October 2007 for which a resolution to grant permission has been passed conditionally under reference number subject to conclusion of this Agreement

2.4 "the Certificate of Practical Completion"

the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction

2.5 "the Construction

Management Plan"

the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual to include reference to but not limited to the following matters:

- To ensure that all construction scheduling is agreed and approved by the Council's highways team as necessary to ensure the safety and efficiency of vehicular and pedestrian movements in the vicinity of the site;
- to ensure that the works of construction do not have a detrimental impact on local amenity;
- noise attenuation measures;
- permitted working hours;
- any necessary measures to address local traffic/parking implications;
- any other matters the Council may reasonably require the Owner to address in relation to the management of the construction of the Development
- 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 Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "Financial Contributions"

the Education Contribution the Highway Contribution and the Public Open Space Contribution 2.9 "the Development"

Erection of a 3-storey building plus basement comprising office (B1) or storage and distribution (B8) uses at basement and ground floor levels and 6 flats (4 x 2 bed, 1 x 3 bed and 1 x studio) (C3 Use Class) over basement, ground, first and second floor levels including creation of terrace at first floor level fronting Murray Street.

2.10. "the Education Contribution"

the sum of £20,164.00 (twenty thousand one hundred and sixty four 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

2.11 "Highways Contribution"

twenty one thousand pounds 21,000 the sum of £38,413.25 (thirty eight thousand four hundred and thirteen pounds twenty five pence) to be applied by the Council in the event of receipt for the carrying out works to the public highway and associated measures ("the Highways Works") these to include costs associated with the reconstruction and repaying of the footway around the street frontages of the Property and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.12 "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 which shall exclude any initial site set up or preparation

demolition of existing structures or buildings on the Property and any archaeological works or investigations and references to "Implementation" and "Implement" shall be construed accordingly

2.13 "Lifetime Home Standards"

the specifications and standards which meet the Lifetime Homes Standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) in order to provide accessible housing in the Development

2.14 "Occupation Date"

the first date when any part of the Development is occupied (and "Occupied" and "Occupation" shall be construed accordingly)

2.15 "the Open Space Contribution"

the sum of £2883.60 (two thousand eight hundred and eighty three pounds sixty pence) 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 maintenance upkeep and preservation of public open spaces in the London Borough of Camden

2.16 "the Parties"

mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee

2.17 "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

2.18 "the Planning Permission"

a planning permission granted for the

Development substantially in the draft form
annexed hereto

2.19 "the Property"

the land known as 17A Murray Street, London NW1 9RE the same as shown edged in red on Plan 1 annexed hereto

2.20 "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

2.21 "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

2.22 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation based on a Building Research Establishment Environmental Assessment Method assessment with a target of achieving a Very Good or Excellent rating and attaining at least 60% of the credits in each of Energy and Water and 40% of the credits in Materials categories and at least Level 3 of the Code for Sustainable buildings 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 in respect of the Property

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.
- 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 Development shall be treated as being permanently designated as "car free" housing in accordance with clause 4 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner covenants with the Council as follows:

4.1 The Financial Contributions

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received each of the Financial Contributions in full.
- 4.1.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum")) expended by the Council in carrying out the Highway Works.
- 4.1.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.1.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said notice pay to the Owner the amount of the shortfall.
- 4.1.6 The Council covenants with the Owner that within 21 days of receipt of a written request it will repay to the Owner such part of the Highway Contribution as shall not have been expended as detailed in this Agreement within 5 years of the receipt by the Council of the Highway Contribution

4.2 Construction Management Agreement

- 4.2.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.
- 4.2.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Construction Management Plan in writing.
- 4.2.3 After Implementation the Owner shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan as approved by the Council.

4.3 Lifetime Home Standards

- 4.3.1 Not to Implement nor permit Implementation until it has submitted to the Council plans for the proposed Development showing all Residential Units designed to Lifetime Homes Standards and the Council has approved the plans as demonstrated by written notice to that effect.
- 4.3.2 Not to Implement nor permit Implementation of the Development otherwise than in accordance with the approved plans referred to in clause 4.10.1 of this Agreement.
- 4.3.3 Not to Occupy or allow Occupation of any part of the Development until the Council has confirmed in writing that in its reasonable opinion all of the Residential Units have been built out to Lifetime Homes Standards as approved.

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 or permit Implementation of any part of the Development until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.

- 4.4.3 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works relating to the Development in accordance with and contained in the Sustainability Plan such completion to be approved by the Council as demonstrated by written notice to that effect.
- 4.4.4 After 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 operated 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.

4.5 Car Free Housing

- 4.5.1 The Owner hereby covenants with the Council to ensure that prior to occupying any residential units forming part of the Residential 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.
- 4.5.2 The Owner for itself and its successors in title to the Residential Property hereby acknowledges that the provision in Clause 4.5.1 above will remain permanently.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 Within 7 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 2007/5335/P the date upon which the residential units forming part of the Development are ready for occupation.
- 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.

- 5.3 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 they 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.
- 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.
- 5.6 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

$$A = B \underbrace{x (Y-X)}_{X}$$

5.7 All Contributions costs and expenses payable to or by 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 Monitoring Officer Town Hall Extension (Development Control) Argyle Street WC1H 8ND quoting the planning reference number 2007/5335/P.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council (i) its reasonable legal costs incurred in preparing this Agreement and (ii) of £2450 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 apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- The Parties hereto shall act in good faith and shall co-operate with the other to facilitate the discharge and performance of all obligations contained herein and in particular the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner's possession at the expense of either owner for the purposes of monitoring compliance with the obligations contained herein

- 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.
- 6.7 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. The Mortgagee hereby consents to the completion of this Agreement and agrees to the same being registered at HM 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. 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
DAMSONETI UK LIMITED)
acting by a Director and its Secretary) or by two Directors
or by two Birodioro
Director
(Al. June)
Director/Secretary
EXECUTED AS A DEED BY Signed and Delivered as a deed)
NATIONAL WESTMINSTER BANK on be laft of
acting by unauthorised sealing office trional West sineter Back PLC }
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THE COMMON CEAL OF THE MAYOR
THE COMMON SEAL OF THE MAYOR) AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto
affixed by Order:
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Authorised Signatory

17A MURRAY STREET, LONDON NW1 9RE





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DP9 100 Pall Mall LONDON SW1Y 5NQ

Application Ref: 2007/5335/P

19 February 2008

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:

17-17A Murray Street London NW1 9RE

Proposal:

Erection of a 3-storey building plus basement comprising office (Class B1) or storage and distribution (Class B8) uses at basement and ground floor levels and 6 flats (4 x 2 bed, 1 x 3 bed and 1 x studio) (Class C3) over basement, ground, first and second floor levels including creation of terrace at first floor level fronting Murray Street.

Drawing Nos: 1674/01; 03B; 04B; 05B; 06B; 07; 10B; 11B; 12B; 13B; Environmental Noise Assessment; Sunpipe brochure; Code for Sustainable Homes pre assessment estimator tool tree survey and protection report; soil mechanics report.

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).

2 Sample panels of all external materials including window joinery and louvres, brick bond, joint thickness and mortar type shall be erected on site prior to the commencement of the works and the works shall be built and retained in accordance with the approval given.

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 Camiden Unitary Development Plan 2000.

- 3 Sample panels/specifications/drawings of the following shall be provided and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given.
 - a) vertical section through the elevation at scale 1:10 showing ground floor frontage, windows, balconies, balustrades and parapet
 - b) details at 1:10 of the balustrades on first and second storeys
 - c) details at 1:10 of the street level gates and railings.

 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 Unitary Development Plan 2000.
- Notwithstanding the details shown on the plans hereby approved, the windows on the building shall be set into reveals of a minimum of 90mm depth, unless otherwise agreed in writing by the Local Planning Authority.
 - 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 Unitary Development Plan 2000.
- The roof of the building shall not be used as a roof terrace and shall only be accessed for maintenance purposes only, unless otherwise agreed in writing by the Local Planning Authority.
 - Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies SD6, B1 and B7 of the London Borough of Camden Unitary Development Plan 2000.
- 6 Details of crime prevention measures including a scheme of rear wall mounted

lighting, a light coloured surface finish on the rear wall at lower levels and audio visual access control shall be submitted to and approved in writing before occupation of any part of the building. The approved scheme of works shall be constructed and retained and maintained thereafter.

Reason: To ensure that the proposal incorporates in adequate safety and security measures in accordance with the requirements of policy SD1 of the London Borough of Camden Replacement Unitary Development Plan 2000.

No development shall take place until: a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details. c) All approved remediation measures shall be implemented strictly in accordance with the approved details and a verification report shall be submitted and approved by the Council.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy SD10B of the London Borough of Camden Replacement Unitary Development Plan 2006.

- Before the use commences sound insulation shall be provided for the building in accordance with a scheme to be first approved] by the local planning authority. The use shall thereafter not be carried out other than in complete compliance with the approved scheme.

 Reason: To sareguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies SD6 and SD7 of the London Borough of Camden Replacement Unitary Development Plan 2006.
- Details of the sedum roofs, including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long-term viability of the green roof, and a programme for a scheme of maintenance, shall be submitted to and approved by the Council prior to the commencement of works. Thereafter, the green roof shall be fully provided in accordance with the approved details, and permanently retained and maintained in accordance with the approved scheme of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies SD9 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006 and design advice in the Council's Supplementary Planning Guidance

Before the development commences, details of the proposed cycle storage area for 6 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 residential 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 T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved by the Council before works commence on site to demonstrate how the Plane tree is to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction and shall include details on how the ground adjacent to the Plane tree will be protected during construction works.

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies N8 of the London Borough of Carrolle Replacement Unitary Development Plan 2006.

Informative(s):

1 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 SD1, SD2, SD4, SD6, SD7, SD9, SD10, B1, B3, B7, B9, T3, T8, T9, T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- If implemented the alternative use permission gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would revert to whichever of the uses is taking place at the time.
- The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 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 Sites Team, Urban Design and Regeneration.
- If a revision to the postal address becomes necessary as a result of this development, application under Part 2 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).
- 6 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, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@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.

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 WC1 188 Q. (el. 020-7974 2363).

Yours faithfully

Culture and Environment Directorate

2008

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and

(2) NATIONAL WESTMINSTER BANK PLC

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

AGREEMENT

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17A Murray Street, London NW1 9RE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Andrew Maughan Head of Legal Services Town Hall, Judd Street London WC1H 9LP Tel: 020 7974 6464

Fax: 020 7974 2962

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