

DATED 18TH DECEMBER 2007

(1) MONKTON FLATS MANAGEMENT COMPANY LIMITED

and

(2) HARRY FATTAL and YVONNE FATTAL

and

(3) MORTGAGE EXPRESS

and

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

A G R E E M E N T
relating to land known as
130A HAVERSTOCK HILL, LONDON NW3 2AY
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

THIS AGREEMENT is made the 18th day of December 2007

BETWEEN:

1. **MONKTON FLATS MANAGEMENT COMPANY LIMITED** (Co. Regn. No. 2961990) of Flat 4, 130A Haverstock Hill Belsize Park, London NW3 (hereinafter called "the Owner") of the first part
2. **HARRY FATTAL and YVONNE FATTAL** of 28 Fairholme Gardens, London N3 3EB (hereinafter collectively called "the Lessee") of the second part
3. **MORTGAGE EXPRESS** (Co. Regn No. 2405490) of Endeavour House, 1 Lyonsdown Road, New Barnet, Herts EN5 1HU and of Bingley Operations Centre, Main Street, Bingley, West Yorks BD16 2LW (hereinafter called "the Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN154423.
- 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 3 May 2007 and the Council resolved to grant permission conditionally under reference number 2007/1084/P subject to conclusion of this legal Agreement.

conditionally under reference number 2007/1084/P subject to the conclusion of this Agreement

2.4 "the Development"

the erection of a 1st floor roof extension and a two storey rear extension to the existing garage and its change of use to provide a self-contained dwelling unit (Class C3) as shown on drawing numbers: Site Plan; 1; 2; 3; 4; 4A; 5; 5A; 6; 7.

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 "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 the Lessee and the Mortgagee

2.8 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.9 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development 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 any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.2 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.

- 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 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 the Lessee 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.

EXECUTED AS A DEED BY
HARRY FATTAL
in the presence of:

H. Fattal

.....V. Zubaida.....
Witness Signature

Witness Name MRS. V. ZUBAIDA

Address 3 OXEN PARK AVENUE
WEMBLEY

Occupation SECRETARY.

EXECUTED AS A DEED BY
YVONNE FATTAL
in the presence of:

Y. Fattal

.....V. Zubaida.....
Witness Signature

Witness Name MRS V ZUBAIDA

Address 3 OXEN PARK AVENUE
WEMBLEY

Occupation SECRETARY

~~EXECUTED as a Deed~~
~~By MORTGAGE EXPRESS~~
~~by~~
~~in the presence of:-~~

Signed and Delivered

As a deed by LUCY MARY BENTLEY

As Attorney for and on behalf

Mortgage Express

In the presence of:

SHIRLEY CALDWELL



H. Fattah

S. Fattah

L.M. Bentley

Application No: 2007/1084/P

130A Haverstock Hill

□ London

□ NW3 2AY

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Mr H Fattal
28 Fairholme Gardens
LONDON
N3 3EB

Application Ref: 2007/1084/P

14 November 2007

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
130A Haverstock Hill
London
NW3 2AY

PROPOSAL:

DECISION
The erection of a 1st floor roof extension and a two storey rear extension to the existing garage and its change of use to provide a self contained dwelling unit (Class C3).

Drawing Nos: Site Plan; 1; 2; 3; 4; 4A; 5; 5A; 6; 7.

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 S1/ S2, B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development Order) 1995 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A, C, D, E, G) 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 proposed extensions and alterations in order to ensure compliance with the requirements of policies S1/ S2, B1, B3 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 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

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts. 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, 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.

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 S1, S2, S4, S6, H1, H7, B1, B3, B7, N5, SD2, SD6, SD9, T8, T9. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 4 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).

- 5 As the building works for this development are substantial, the proposals are likely to be treated as a new dwelling for Building Regulations purposes and therefore you will be required to fully comply with Part M. You are advised to consult Michelle Brannon, the Council's Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5124) 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

DECISION

Culture and Environment Directorate