

Sophie Wallis  
Nicholas Lee Architects  
34A Rossllyn Hill  
London  
NW3 1NH

Application Ref: **2016/3573/P**  
Please ask for: **Emily Whittredge**  
Telephone: 020 7974 **2362**

26 January 2017

Dear Sir/Madam

## **DECISION**

Town and Country Planning Act 1990 (as amended)

### **Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**16 Rossllyn Hill  
London  
NW3 1PD**

Proposal:

Erection of roof extension with front roof light and rear dormer

Drawing Nos: Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001, 1243/AP-001, 1243/AP-002, 1243/AE-001, 1243/AE-002, 1243/AE-003, 1243/AS-001.

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

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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001, 1243/AP-001, 1243/AP-002, 1243/AE-001, 1243/AE-002, 1243/AE-003, 1243/AS-001.

Reason:

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

- 4 The rooflights shall be of a 'conservation' type, being flush with the plane of the roof and slim framed. Details of the design and finish shall be submitted to and approved in writing by the local planning authority prior to the commencement of the relevant part of the work. Thereafter, the development shall be carried out in accordance with the details approved and so maintained.

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Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

A handwritten signature in black ink that reads "David T. Joyce". The signature is written in a cursive, slightly slanted style.

David Joyce  
Executive Director Supporting Communities



**AUTHORITY FOR SEALING/SIGNATURE**  
**SECTION 106 AGREEMENT**

**16 Rosslyn Hill 2016/3573/P**

**LONDON BOROUGH OF CAMDEN**  
**REQUEST FOR DOCUMENT TO BE SEALED/SIGNED**

The attached document is an Agreement under Section 106 of the Town and Country Planning Act 1990 between

1. **SOLOMON BENISTY**
2. **BARCLAYS BANK PLC**
3. **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

and I confirm the document secures the obligations required by the London Borough of Camden in the granting of planning permission for development at the above property.

**Committee Ref:**

Delegated Authority

**CLIENT STATEMENT**

I, Elizabeth Beaumont of Development Management, Regeneration and Planning Division, confirm that I am duly authorised by the Supporting Communities Directorate to make this statement.



Signed

Elizabeth Beaumont

Dated 24/01/2017

**LEGAL STATEMENT**

I certify that I have compared the above statement with the contract documents and confirm that it accurately describes the nature and effect of the document

Signed  .....

Emily Shelton-Agar

Dated 25/1/17 .....

**SEAL REGISTER NUMBER**

30616

25.01-2017.



DATED

26 January

2017  
~~2016~~

(1) SOLOMON BENISTY

and

(2) BARCLAYS BANK PLC

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  
16 Rosslyn Hill, London NW3 1PD  
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 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1800.68  
FINAL





THIS AGREEMENT is made the 26<sup>th</sup> day of January 2016<sup>17</sup>

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

- i. **SOLOMON BENISTY** of 16 Rosslyn Hill, London NW3 1PD (hereinafter called "the Owner") of the first part
- ii. **BARCLAYS BANK PLC** (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN (hereinafter called "the Mortgagee") of the second part
- iii. **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 Second Property under Title Number LN69814 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Second Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application ("the Second Planning Application") for the development of the Property was submitted to the Council and validated on 27 June 2016 and the Council resolved to grant permission conditionally under reference number 2016/3573/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number LN69814 and dated 19 August 2008 (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)  |
| 2.2  | "the Agreement"         | this Planning Obligation made pursuant to Section 106 of the Act   |
| 2.3  | "the First Application" | a planning application in respect of the development of the First Property submitted to the Council on 24 June 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3562//P subject to conclusion of this Agreement |
| 2.4  | "the First Development" | erection of roof extension with front roof light and rear dormer as shown on drawing numbers:- Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001, 1243/AP-001, 1243/AP-002, 1243/AE-001, 1243/AE-002, 1243/AE-003, 1243/AS-001    |
| 2.10 | "the First Property"    | the land known as 14 Rosslyn Hill London NW3 1PD the same as shown shaded grey on the plan annexed hereto  |
| 2.4  | "the Implementation"    |  |

	Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council the Owner and the Mortgagee
2.7	"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
2.8	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.9	"the Second Application"	a planning application in respect of the development of the Second Property submitted to the Council on 27 June 2016 for which a resolution to grant permission has been passed conditionally under reference number 2016/3573/P subject to conclusion of this Agreement
2.10	"the Second Development"	erection of roof extension with front roof light and rear dormer as shown on drawings:- Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001,

1243/AP-001, 1243/AP-002, 1243/AE-001,  
1243/AE-002, 1243/AE-003, 1243/AS-001

- 2.11 “the Second Property” the land known as 16 Rosslyn Hill London  
NW3 1PD the same as shown shaded grey on  
the plan 2 annexed hereto

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 of interpretation.
- 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

**SIMULTANEOUS DEVELOPMENT**

- 4.1 To notify the Council in writing when the Second Development has commenced or is about to commence.
- 4.2 To complete the Second Development to the reasonable satisfaction of the Council within one (1) year of the earliest of the following two dates namely the Implementation Date for the First Development or the Implementation Date for the Second Development.
- 4.3 Not to occupy or use or permit occupation or use of any part of the Second Development until such time as the First Development has been Implemented and fully completed to the reasonable satisfaction of the Council, such completion to be demonstrated by written notice from the Council to that effect.

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 Planning Permission 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 the Planning Permission reference 2016/3573/P the date upon which the Second 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 Second 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 expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2016/3573/P.

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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number

2016/3573/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.
- 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 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 this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 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  
SOLOMON BENISTY  
in the presence of:

)  
)  
)  
[Handwritten signature]

.....  
Witness Signature

Witness Name

Address

Occupation

L.M. WISEMAN

47 HEATH HURST RD NW3 2RU

COMPANY DIRECTOR



CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 16 ROSSLYN HILL,  
LONDON NW3 1PD

EXECUTED as a Deed  
By BARCLAYS BANK PLC  
by  
in the presence of:-

Signed for and on behalf of BARCLAYS BANK PLC by  
( ) *Yvonne Melus*  
as duly authorised Attorney under a Power of Attorney  
( ) dated *21/5/16* in the presence of  
Witness

*Samantha Hall*  
*Stall*

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

*R. Alexander*

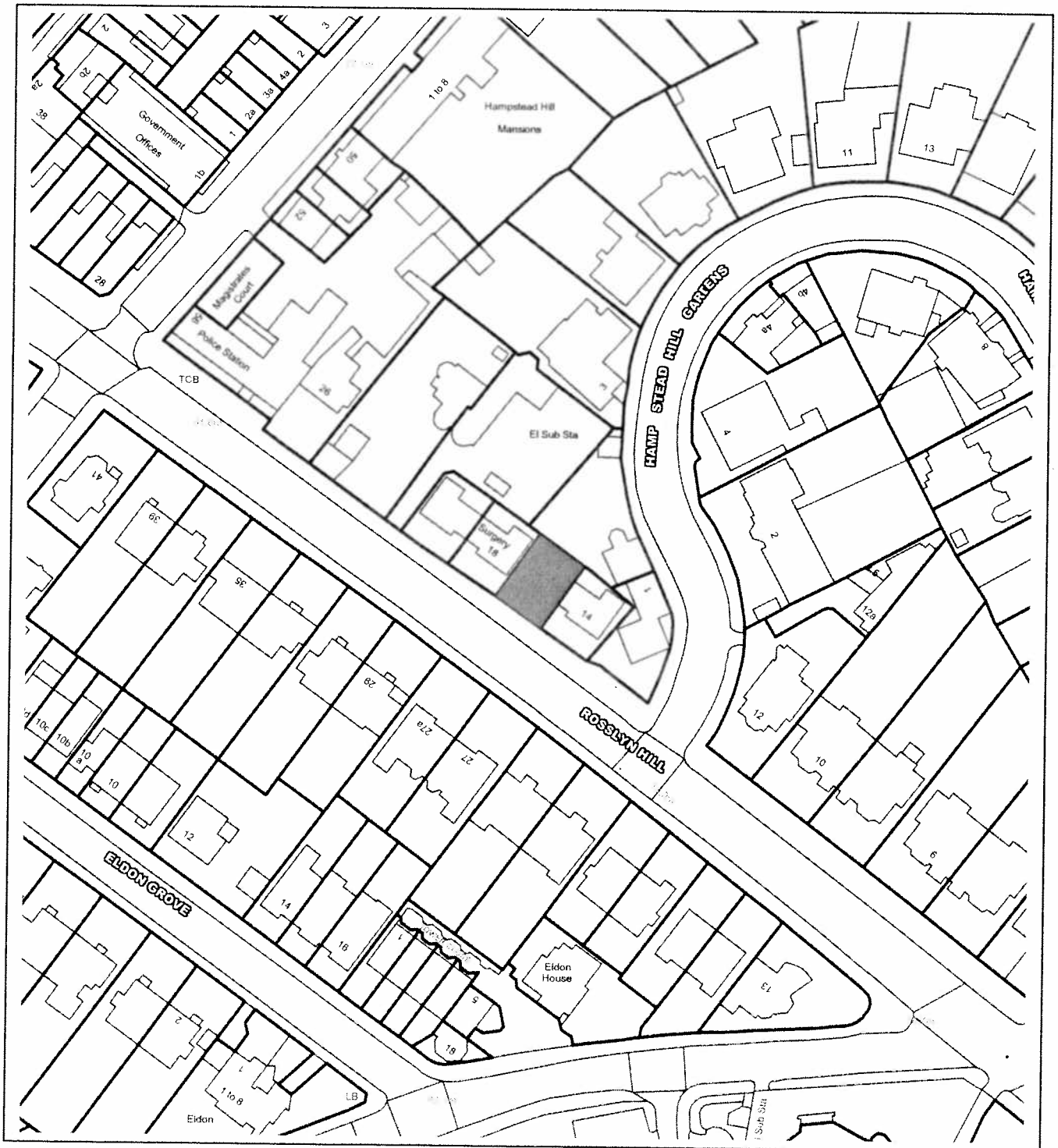
Authorised Signatory





*R. Alexander*

# NORTHGATE SE GIS Print Template



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Signed for and on behalf of **BARCLAYS BANK PLC** by

*Frank Melville*  
as duly appointed Attorney under a Power of Attorney  
dated *9/5/16* in the presence of

Witness

*Samantha Haw Street*



Nicholas Lee Architects  
34A Rosslyn Hill  
London  
NW3 1NH

Application Ref: **2016/3573/P**

10 January 2017

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**16 Rosslyn Hill**  
**London**  
**NW3 1PD**

**PROPOSAL**  
Proposal:

Erection of roof extension with front roof light and rear dormer

Drawing Nos: Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001, 1243/AP-001, 1243/AP-002, 1243/AE-001, 1243/AE-002, 1243/AE-003, 1243/AS-001.

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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Location plan, Site map, 1243/EP-003, 1243/EE-001, 1243/EE-002, 1243/EE-003, 1243/ES-001, 1243/AP-001, 1243/AP-002, 1243/AE-001, 1243/AE-002, 1243/AE-003, 1243/AS-001.

Reason:

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

- 4 The rooflights shall be of a 'conservation' type, being flush with the plane of the roof and slim framed. Details of the design and finish shall be submitted to and approved in writing by the local planning authority prior to the commencement of the relevant part of the work. Thereafter, the development shall be carried out in accordance with the details approved and so maintained.

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Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).

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In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

**DECISION**







DATED

26 January

2017  
~~2016~~

(1) SOLOMON BENISTY

and

(2) BARCLAYS BANK PLC

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  
16 Rossllyn Hill, London NW3 1PD  
pursuant to Section 106 of the Town and Country Planning  
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