

Mrs.Rosalind Gall
The London Planning Practice
4 Goodwins Court
LONDON
WC2N 4LL

Application Ref: **2008/3343/P**
Please ask for: **Jenny Fisher**
Telephone: 020 7974 **2527**

13 August 2009

Dear Sir/Madam

DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
59 Netherhall Gardens
London
NW3 5RE

Proposal:

Scheme 2: Partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway.

Drawing Nos: Planning Statement, Ecohomes pre-Assessment Estimator; Arboricultural Impact Assessment and drawing 280503-P-01; GVA Schatunowski Brooks letter 19/06/2008; Structural Engineer's Feasibility Report; Historic Buildings Architect's Report

Site location plan P_00_G100_020 Rev. A

XP_B1_JC20_001_OPO2 rev. A; XP_00_JC20_002_OP02 rev. A;

XP_01_JC20_003_OPO2 rev. A; XP_02_JC20_004_OPO2 rev. A;

XP_RF_JC20_005_OPO2 rev.A

1:100 @ A1: XP_B1_JA12_001 rev. A; XP_00_JA12_002 rev. A

XP_01_JA12_003 rev. A; XP_02_JA12_004 rev. A; XP_RF_JA12_005 rev. A;

XS_AA_JA12_001 rev. A; XS_BB_JA12_002 rev. A; XS_CC_JA12_003 rev. A;

XS_DD_JA12_004 rev. A; XE_E_JA12_004 rev. A; XE_N_JA12_002 rev. A;



XE_S_JA12_001 rev. A; XE_W_JA12_003 rev. A
1:200 @ A1: XP_B1_JA12_101 revision A; XP_00_JA12_102 rev. A; XP_01_JA12_103
rev. A; XP_02_JA12_104 rev. A; XP_RF_JA12_105 rev. A
1:100@A1 P_B1_G200_001_OPO2 rev.A; P00_G200_002_OPO2 rev.A;
P_01_G200_003_OPO2 rev.A; P_02_G200_004_OPO2 rev.A; P_RF_G200_005_OPO2
rev. A; P_00_G710_006_OPO2 rev.A; E_S_G200_001_OPO2 rev. A;
E_N_G200_002_OPO rev.A; E_W_G200_003_OPO2 rev. A; E_E_G200_004_OPO2
rev.A; S_AA_G200_001_OPO2 rev. A; S_BB_G200_002_OPO2 rev.A;
S_CC_G200_003_OPO2 rev.A; S_DD_G200_004_OPO2 rev. A; S_EE-G200_005_OPO2
rev.A

1:200 @A1 P_B1_G200_101_OPO2 rev.A; P_00_G200_102_OPO2 rev.A;
P_01_G200_103_OPO2; P_02_G200_104_OPO2 rev.A; P_RF_G200_105_OPO2 rev.A

P_00_G200 rev. B; P_00_G710_006_OPO2A

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

- 3 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.]The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 All hard and soft landscaping works shall be carried out to a reasonable standard in accordance with the approved landscape details [by not later than the end of the

planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 [and N8 if in a CA] of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 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 trees 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

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 Camden 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 S1/S2/S3/S4/S7/S9, SD1, SD2, SD6, SD9, B1, B2, B3, B7, H1, H3, H7, H8, N5, T3, T9 and appendix 6. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

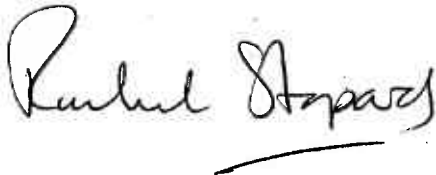
- 2 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable and welcomes the measures that have been indicated to date.
- 3 Your proposals may be subject to control under the Building Regulations and/or the London 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 2363).
- 4 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.

- 5 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.
- 6 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.

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

Yours faithfully

A handwritten signature in black ink, appearing to read 'Rachel Stopard', with a horizontal line underneath it.

Rachel Stopard
Director of Culture & Environment

It's easy to make, pay for, track and comment on planning applications on line. Just go to www.camden.gov.uk/planning.

DATED

13 August

2009

(1) GLOBALHOME ESTATES LIMITED

and

(2) MARFIN POPULAR BANK PUBLIC CO LTD

and

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

A G R E E M E N T

relating to land known as
**59 NETHERHALL GARDENS
LONDON NW3 5RE**

pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

G:\case files\culture & env\planning\lmm\s106 Agreements\Netherhall Gardens 59 (CMP, HC, SP)
CLS/COM/LMM/1685.75
Scheme 2 s106 20.07.09 FINAL

THIS AGREEMENT is made the 13 day of August 2009

B E T W E E N:

1. **GLOBALHOME ESTATES LIMITED** (Co. Regn. No. 5327595) whose registered office is at 157 Great North Way London NW4 1PP (hereinafter called "the Owner") of the first part
2. **MARFIN POPULAR BANK PUBLIC CO LTD** (Registered in England and Wales under Company Number FL00837 with Branch numbers BR00271) and whose registered office is at 12 Hay Hill London W1J 8NR (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 21864 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 25 June 2008 and the Council resolved to grant permission conditionally under reference number 2008/3343/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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number 21864 and dated 15 March 2007 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 Certificate of Practical Completion" the certificate issued by the Owner's contractor certifying that the Development has been completed
- 2.4 "the Council's Considerate Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.5 "Construction Management Plan" a plan setting out how the Owner will undertake the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development has minimal impacts on the surrounding environment including (but not limited to):-

- (i) a statement concerning the construction of the Development to be submitted to the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Developer in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the existing buildings on the Property
- (ii) effects on the health and amenity of local residences site construction workers local businesses adjoining developments undergoing construction;
- (iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (iv) proposed routes of vehicles to and from the Development and the access arrangements for vehicles;



- (v) sizes of all vehicles and the schedule of when they will need access to the site;
- (vi) swept path drawing for the vehicle routes for all vehicles sizes;
- (vii) parking and loading arrangement of vehicles and delivery of materials and plant to the Development;
- (viii) details of proposed parking bays suspensions and temporary traffic management orders;
- (ix) the proposed working hours;
- (x) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (xi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.7 "the Development"

partial demolition basement excavation extension including the west wing 5.5m extended to the rear to the existing building (comprising 9 flats) to provide 8 residential units

(2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway as shown on drawing numbers Site location plan P_00_G100_020 Rev. A; XP_B1_JC20_001_OPO2 rev. A; XP_00_JC20_002_OPO2 rev. A; XP_01_JC20_003_OPO2 rev. A; XP_02_JC20_004_OPO2 rev. A; XP_RF_JC20_005_OPO2 rev A; 1:100 @ A1: XP_B1_JA12_001 rev. A; XP_00_JA12_002 rev. A; XP_01_JA12_003 rev. A; XP_02_JA12_004 rev. A; XP_RF_JA12_005 rev. A; XS_AA_JA12_001 rev. A; XS_BB_JA12_002 rev. A; XS_CC_JA12_003 rev. A; XS_DD_JA12_004 rev. A; XE_E_JA12_004 rev. A; XE_N_JA12_002 rev. A; XE_S_JA12_001 rev. A; XE_W_JA12_003 rev. A; 1:200 @ A1: XP_B1_JA12_101 revision A; XP_00_JA12_102 rev. A; XP_01_JA12_103 rev. A; XP_02_JA12_104 rev. A; XP_RF_JA12_105 rev. A; 1:100@A1 P_B1_G200_001_OPO2 rev. A; P00_G200_002_OPO2 rev.A; P_01_G200_003_OPO2 rev.A; P_02_G200_004_OPO2 rev.A; P_RF_G200_005_OPO2 rev. A; P_00_G710_006_OPO2 rev.A; E_S_G200_001_OPO2 rev. A; E_N_G200_002_OPO rev.A; E_W_G200_003_OPO2 rev. A; E_E_G200_004_OPO2 rev.A; S_AA_G200_001_OPO2 rev. A; S_BB_G200_002_OPO2 rev.A; S_CC_G200_003_OPO2 rev.A; S_DD_G200_004_OPO2 rev. A; S_EE-G200_005_OPO2 rev A 1:200 @A1 P_B1_G200_101_OPO2 rev.A;



P_00_G200_102_OPO2 rev.A;
P_01_G200_103_OPO2;
P_02_G200_104_OPO2 rev A;
P_RF_G200_105_OPO2 rev. A; P_00_G200
rev. B; P_00_G710_006_OPO2A

2.8 "the Highways
Contribution"

the sum of £25,000 (twenty five thousand 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 event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-

- (a) reinstatement and repaving of footway adjoining the Property;
- (b) removal of existing vehicular crossover and the creation of a new crossover; and
- (c) costs associated with the creation of a TMO to relocate a Controlled Parking Zone Bay to accommodate the new crossover

all works will be subject to final measure and any level adjustment required 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

- 2.9 "the Level Plans plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.10 "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
- 2.11 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.12 "the Parties" mean the Council the Owner and the Mortgagee
- 2.13 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 25 June 2009 for which a resolution to grant permission has been passed conditionally under reference number 2008/3343/P subject to conclusion of this Agreement
- 2.14 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.15 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.16 "the Property" the land known as 59 Netherhall Gardens London NW3 5RE the same as shown edged in red on the plan annexed hereto
- 2.17 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.18 "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 an assessment under the Ecohomes achieving at least Very Good and attaining at least 60% of the credits in each of the Energy and Water categories and attaining at least 40% of the credits in the Materials category to be carried out by a recognised independent verification body in respect of the Property

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the 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:-

4.1 **HIGHWAYS**

4.1.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and
- (ii) submit to the Council the Level Plans for approval.

4.1.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.



- 4.1.3 For the avoidance of doubt the Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs.
- 4.1.4 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.
- 4.1.5 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.
- 4.1.6 If the Certified Sum is less than the Highways Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the difference.

4.2 CONSTRUCTION MANAGEMENT PLAN

- 4.2.1 On or prior to Implementation to provide the Council for approval the Construction Management Plan.
- 4.2.2 Not to Implement or allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.
- 4.2.3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan as approved from time to time and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.3 SUSTAINABILITY PLAN

- 4.3.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.3.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect.
- 4.3.3 Not to Occupy or permit the Occupation of the Development until the Council has confirmed in writing that the measures incorporated in the Sustainability Plan as approved by the Council have been implemented in the construction of the Development.
- 4.3.4 Following 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 managed 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.

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 2008/3343/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.



- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall 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.
- 5.5 Payment of the Contribution pursuant to Clause 4.1 of this Agreement shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft 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 Contribution relates quoting the Income Code ZM600ZL065 or by Electronic Transfer directly to the Co-Operative Bank plc of 1 Islington High Street London N1 9TR quoting Sort Code 08-90-33 and London Borough of Camden General Account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft.
- 5.6 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.
- 5.7 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 AllIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

$$A = \frac{B \times (Y-X)}{X}$$

5.8 All costs and expenses payable to 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 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 2008/3343/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 nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

8.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

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

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
MARFIN POPULAR BANK PLC)
by)
in the presence of:-)

.....
Martha Kitsaki

.....

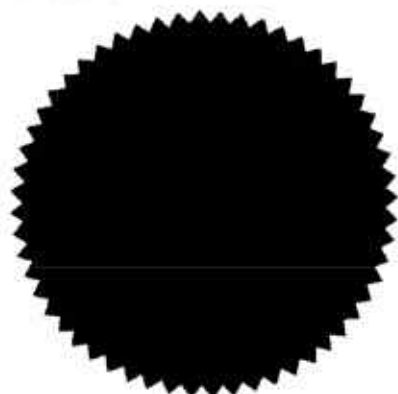
Christina Papacharalambous
Duly authorised Attorney of
Marfin Popular Bank Public Co Ltd

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

.....
Authorised Signatory

.....

KARAYIANNIS H. (MPS)



The London Planning Practice
4 Goodwins Court
LONDON
WC2N 4LL

Application Ref: 2008/3343/P

20 July 2009

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:

**59 Netherhall Gardens
London
NW3 5RE**

Proposal:

DECISION
Scheme 2: Partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2-bed) together with the repositioning of the existing vehicle access from the highway.

Drawing Nos: Planning Statement, Ecohomes pre-Assessment Estimator; Arboricultura Impact Assessment and drawing 280503-P-01; GVA Schatunowski Brooks letter 19/06/2008; Structural Engineer's Feasibility Report; Historic Buildings Architect's Report

Site location plan P_00_G100_020 Rev. A

XP_B1_JC20_001_OPO2 rev. A; XP_00_JC20_002_OP02 rev. A; XP_01_JC20_003_OPO2 rev. A; XP_02_JC20_004_OPO2 rev. A; XP_RF_JC20_005_OPO2 rev.A

1:100 @ A1: XP_B1_JA12_001 rev. A; XP_00_JA12_002 rev. A

XP_01_JA12_003 rev. A; XP_02_JA12_004 rev. A; XP_RF_JA12_005 rev. A;

XS_AA_JA12_001 rev. A; XS_BB_JA12_002 rev. A; XS_CC_JA12_003 rev. A;

XS_DD_JA12_004 rev. A; XE_E_JA12_004 rev. A; XE_N_JA12_002 rev. A;

XE_S_JA12_001 rev. A; XE_W_JA12_003 rev. A

1:200 @ A1: XP_B1_JA12_101 revision A; XP_00_JA12_102 rev. A; XP_01_JA12_103 rev.

A; XP_02_JA12_104 rev. A; XP_RF_JA12_105 rev. A

1:100@A1 P_B1_G200_001_OPO2 rev.A; P00_G200_002_OPO2 rev.A;

P_01_G200_003_OPO2 rev.A; P_02_G200_004_OPO2 rev.A; P_RF_G200_005_OPO2 rev.

A; P_00_G710_006_OPO2 rev.A; E_S_G200_001_OPO2 rev. A; E_N_G200_002_OPC

rev.A; E_W_G200_003_OPO2 rev. A; E_E_G200_004_OPO2 rev.A;
S_AA_G200_001_OPO2 rev. A; S_BB_G200_002_OPO2 rev.A; S_CC_G200_003_OPO2
rev.A; S_DD_G200_004_OPO2 rev. A; S_EE-G200_005_OPO2 rev.A

1:200 @A1 P_B1_G200_101_OPO2 rev.A; P_00_G200_102_OPO2 rev.A;
P_01_G200_103_OPO2; P_02_G200_104_OPO2 rev.A; P_RF_G200_105_OPO2 rev.A

P_00_G200 rev. B; P_00_G710_006_OPO2A

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.

DRAFT

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).

DECISION

- 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 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.]The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 All hard and soft landscaping works shall be carried out to a reasonable standard in

accordance with the approved landscape details [by not later than the end of the planting season following completion of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the Council gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 [and N8 if in a CA] of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 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 trees 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

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 Camden 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 S1/S2/S3/S4/S7/S9, SD1, SD2, SD6, SD9, B1, B2, B3, B7, H1, H3, H7, H8, N5, T3, T9 and appendix 6. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 2 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable and welcomes the measures that have been indicated to date.
- 3 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 2363).
- 4 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.

- 5 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.
- 6 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.

Yours faithfully

Culture and Environment Directorate

DECISION

DATED

13 August

2009

(1) GLOBALHOME ESTATES LIMITED

and

(2) MARFIN POPULAR BANK PUBLIC CO LTD

and

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

A G R E E M E N T

**relating to land known as
59 NETHERHALL GARDENS
LONDON NW3 5RE**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980**

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

G:\case files\culture & env\planning\lmm\s106 Agreements\Netherhall Gardens 59 (CMP, HC, SP)
CLS/COM/LMM/1685.75
Scheme 2 s106 20.07.09 FINAL