

DATED

26th March

2018

(1) ANASTASIA ARETOUSA SOFOU

and

(2) EFG PRIVATE BANK LIMITED

and

(3) MARIA SOFOU

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  
535 FINCHELY ROAD, LONDON, NW3 7BG  
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 2555  
Fax: 020 7974 2962

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CLS/COM/NS/1800.543

FINAL

THIS AGREEMENT is made the 26<sup>th</sup> day of March 2018

**BETWEEN:**

- i. **ANASTASIA ARETOUSA SOFOU** care of 34 Queen Anne Street, London W1A 3BQ (hereinafter called "the Freeholder") of the first part
- ii. **EFG PRIVATE BANK LIMITED** (Co. Regn. No.2321802) of Leconfield House, Curzon Street, London W1J 5JB (hereinafter called "the Mortgagee") of the second part
- iii. **MARIA SOFOU** of Ground Floor Flat, 535 Finchley Road, London, NW3 6EX (hereinafter called "the Leaseholder") of third part
- iv. **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

**1. WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL787934 subject to a charge to the Mortgagee.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL800053 subject to a charge to the Mortgagee.
- 1.4 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.5 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.6 A Planning Application for the development of the Property was submitted to the Council and validated on 16<sup>th</sup> October 2017 and the Council resolved to grant permission conditionally under reference number 2017/5777/P subject to conclusion of this legal Agreement.
- 1.7 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.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL787934 and dated 15<sup>th</sup> February 2013 (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 Development" | erection of a single storey rear extension at ground floor level, installation of metal balustrade on the existing flat roof of the rear extension, following the replacement of the first floor window with new door for a roof terrace, |

installation of new window and door to the side elevation and replacement of boundary fence to the rear elevation as shown on drawing numbers:- A100, A101, A102, A103, A104, A110, A111, A112, A113, AP001, AP200 R2, AP201 R01, AP202 R1, AP203 R01, AP204, AP210 R01, AP211, AP212 R01, AP213 R01 and Design and Access Statement dated October 2017.

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 Owners and the Mortgagee

2.7 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 16<sup>th</sup> October 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/5777/P subject to conclusion of this Agreement

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 S106 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
- 2.10 "the Property" the land known as 535 Finchley Road, London, NW3 7BG the same as shown shaded grey on the plan annexed hereto
- 2.11 "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
- 2.12 "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

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.
- 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**

The Owner hereby covenants with the Council as follows:-

##### 4.1 **Car Free**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

## 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 2017/5777/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 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 2017/5777/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 2017/5777/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 Owners and the Mortgagee 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  
ANASTASIA ARETOUSA SOFOU  
in the presence of:

  
Anastasia Aretousa Sofou


.....  
Witness Signature


Witness Name Phillip Tripodakis

Address Flat 5, Edison court, Avenue Rd, NW10 4UG


Occupation Consultant

EXECUTED as a Deed  
By EFG PRIVATE BANK LIMITED  
by  
in the presence of:-

)  
)  
)  
)  
  
Chris Fleming-Brown  
Head of Credit Structuring

.....  
  
Peter Curtis - Assistant Director  
Leconfield House  
Gizon Street W15 5JB

EXECUTED AS A DEED BY  
MARIA SOFOU  
in the presence of:

)  
)  
)  
  
Maria Sofou

.....  
  
Witness Signature

Witness Name Georgios Loutas Loukopoulou

Address Flat 1, 535 Finchley Road, NW3 7BG

Occupation Director

THIS IS A CONTINUATION OF THE s106 AGREEMENT IN RELATION TO THE LAND KNOWN AS 535 FINCHLEY ROAD

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

*[Handwritten signature]*  
.....

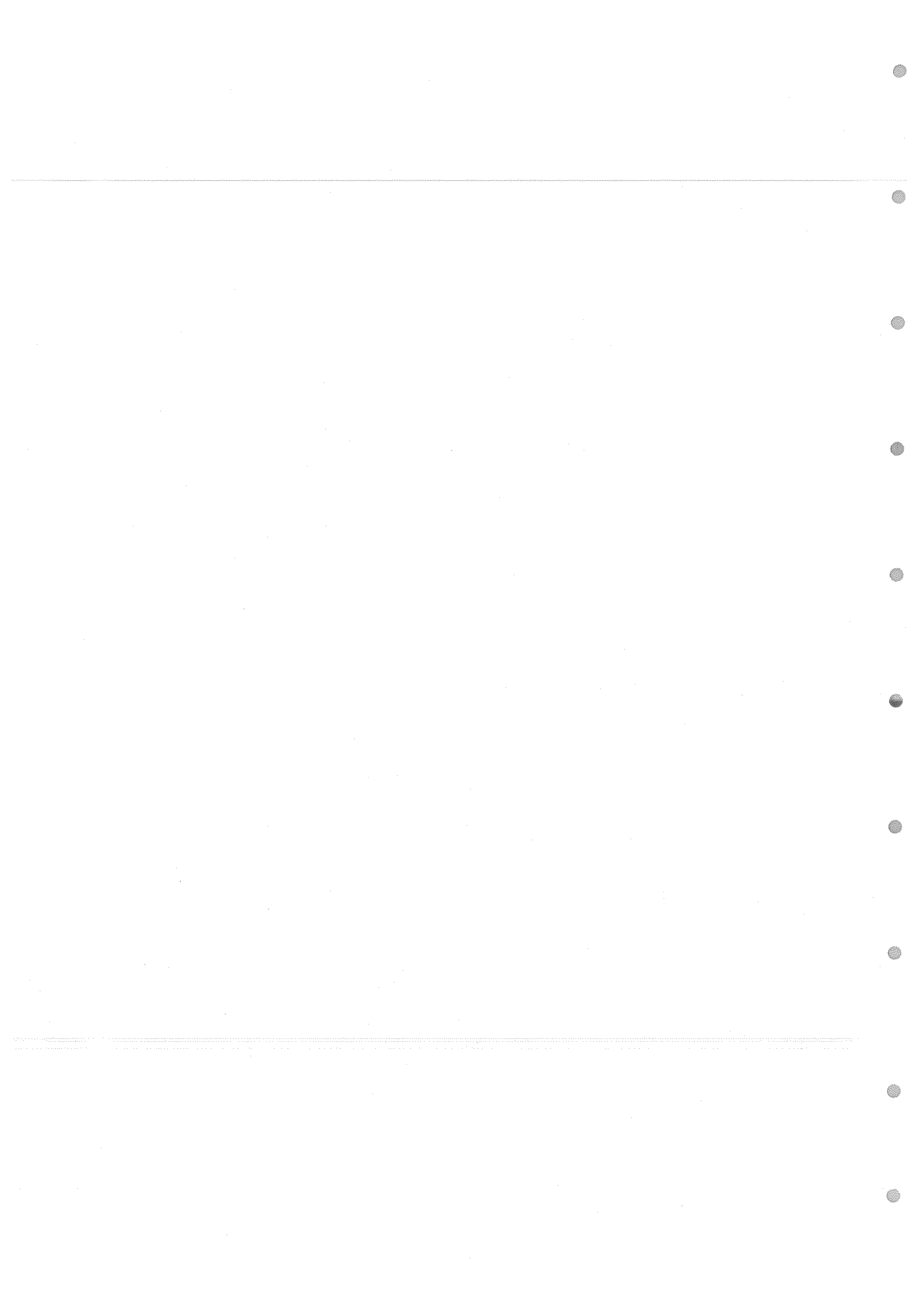
Authorised Signatory



# NORTHGATE SE GIS Print Template



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Kokorelia Architects Ltd  
14A Coolhurst road  
London  
N8 8ELApplication Ref: **2017/5777/P**

21 February 2018

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:  
**535 Finchley Road**  
London  
**NW3 7BG**

## Proposal:

**DECISION**

Erection of a single storey rear extension at ground floor level, installation of metal balustrade for a proposed roof terrace at first floor level installation of new window and door to the side elevation and replacement of boundary fence to the rear elevation all associated with the conversion of 1 x 3Bed flat into 2 x 1Bed self-contained units.

Drawing Nos: A100, A101, A102, A103, A104, A110, A111, A112, A113, AP001, AP200 R2, AP201 R01, AP202 R1, AP203 R01, AP204, AP210 R01, AP211, AP212 R01, AP213 R01 and Design and Access Statement dated October 2017.

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 D1 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans A100, A101, A102, A103, A104, A110, A111, A112, A113, AP001, AP200 R2, AP201 R01, AP202 R1, AP203 R01, AP204, AP210 R01, AP211, AP212 R01, AP213 R01 and Design and Access Statement dated October 2017.

Reason:

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

- 4 Before the development commences, details of secure and covered cycle storage area for 2 x cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reason for granting planning permission:

Planning consent is sought for the erection of a single storey extension to the rear elevation at ground floor level. The proposed rear addition would measure approximately 3m in depth, between 3 to 4m in height and 4m in width. A metre of the proposed rear extension would incorporate a mono-pitched roof to minimise the visual impact on the host building. The rear extension would retain a generous amount of garden space when viewed in context with the neighbouring properties. As such, the proposed extension is considered subservient addition in terms of its scale and settings in accordance with the Local Plan 2017.



The ground floor consist of one 3Bed self-contained flat which provides sub-standard residential accommodation measuring 69sqm and it is proposed to convert it into 2 x 1Bed units. The flat is not complaint with the National Described Space Standard (NDSS) for a 3Bed 4P (74sqm) and the best feasible option would be to convert the unit into 2 x 1Bed flats. Flat A, would measure 39.4sqm suitable for a 1Bed 1P self-contained unit and flat b would measure approximately 37.5sqm. However, flat b would have an additional 1.5sqm of internal storage space. Therefore, both self-contained flats would be in accordance with NDSS which requires a minimum GIA of 39sqm. It is proposed to subdivide the rear garden to provide additional residential amenity space for both units. Both units would allow adequate levels of daylight, outlook and natural ventilation.

The proposed conversion of the ground floor flat into two self-contained units are considered acceptable in policy terms as it enables the enlargement of a sub-standard accommodation to meet current residential standard thus in compliance with Policy H3.

The changes to the ground floor side fenestration are considered acceptable, it is proposed to install a new timber framed window and door to the side elevation.

It is proposed to replace the first floor window with new door and install metal balustrade for a terrace to the rear elevation. The proposed terrace would measure approximately 3m wide and 3m in deep. There are examples, of terraces within close proximity of the host building. It's therefore considered that the proposed terrace would be acceptable in design and appearance.

The proposed rear extension would be set well off the side and rear boundaries with no.533 and both properties consist of side passages and no windows. The proposed roof terrace would not have a detrimental impact on neighbouring residential amenity, there are established terrace/balconies within close proximity of the host building, with mutual level of overlooking. As such, neither the extension nor the views from the terrace would cause harm to occupiers of adjacent properties in terms of loss of day/sunlight, overlooking or sense of enclosure and the proposal is considered acceptable.

The development would therefore be secured by s106 as "car free" in line with policy T2. Two acceptable cycle storage spaces would be provided within the ground floor side passage. A condition will ensure their retention in perpetuity.

No comments were received prior to making this decision. The site's planning history and relevant appeal decisions were taken into account when coming to this decision.

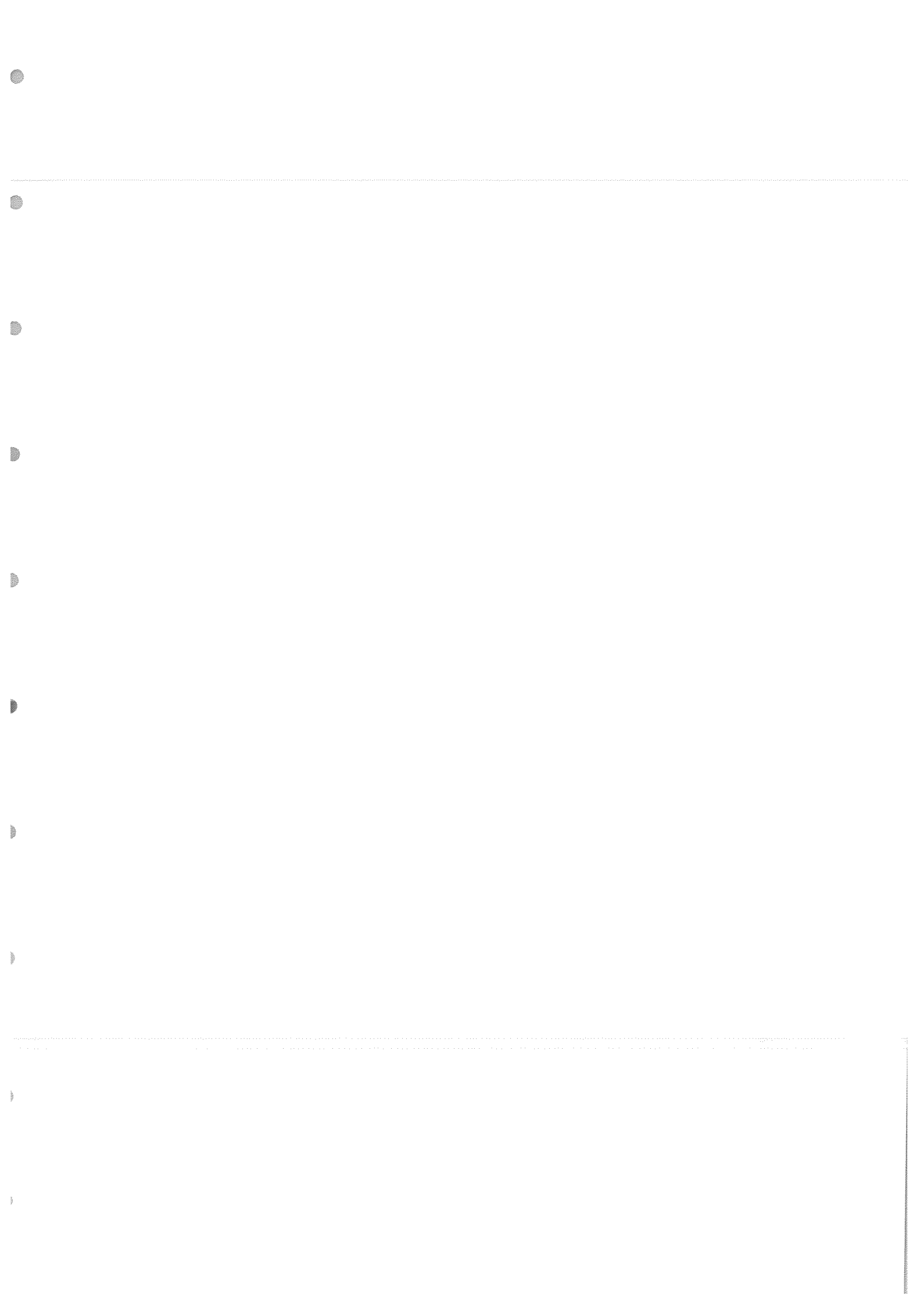
As such, the proposed development is in general accordance with policies A1, D1, H3, H7, T1 and T2 of the London Borough of Camden Local Plan 2017. The Fortune Green and West Hampstead Neighbourhood Plan 2015; the proposed development also accords with the London Plan 2017.

- 2 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 3 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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website 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.
- 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 Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 5 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 Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

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



DATED

26<sup>th</sup> March

2018

(1) ANASTASIA ARETOUSA SOFOU

and

(2) EFG PRIVATE BANK LIMITED

and

(3) MARIA SOFOU

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

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Head of Legal Services  
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