

DATED

8th May

2018

(1) CHARALAMBIA GEORGALLI and LOUISA THEODOSIOU

and

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

**A G R E E M E N T**

relating to land known as

28 BARTHOLOMEW VILLAS, LONDON, NW5 2LL

pursuant to

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
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Judd Street  
London WC1H 9LP

Tel: 020 7974 1017

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CLS/COM/NS/1800.601

THIS AGREEMENT is made the 8th day of May 2018

**BETWEEN:**

- i. **CHARALAMBIA GEORGALLI and LOUISA THEODOSIOU** of 28 Bartholomew Villas, London, NW5 2LL (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second 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 352244.
- 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 24<sup>th</sup> November 2017 and the Council resolved to grant permission conditionally under reference number 2017/6544/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.

## 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"         | conversion of single dwellinghouse into 2 self-contained flats (1 x 1 bed and 1 x 2 bed). Demolition and rebuild of full-width single-storey rear extension, extension of WC at 1st floor in line with neighbouring property and installation of new doors onto small terrace at first floor level.as shown on drawing numbers:- 00 100, 00 101, 00 102, 00 200, 00 300 (all received by LPA on 05/02/2018), 01 300, 01 100 (existing basement and ground floor plan), 01 200, 01 102, 01 100 (existing first and second floor plan), site location plan and design and access statement dated November 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 "the Nominated Unit" the first and second floor unit forming part of the Development the same as hatched in grey on the drawing numbered 5210\_00\_101 attached hereto
- 2.6 "Occupation Date" the 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 and the Owner
- 2.8 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on for which a resolution to grant permission has been passed conditionally under reference number 2017/6544/P subject to conclusion of this Agreement
- 2.9 "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
- 2.10 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.11 "the Property" the land known as 28 Bartholomew Villas, London, NW5 2LL the same as shown shaded grey on the plan annexed hereto

- 2.12 "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
- 2.13 "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 and 8 hereof all of which shall come into effect on the date hereof the

covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 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 Nominated 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 Nominated Unit (being part of the Development) at any time during which the occupier of the Nominated 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 2017/6544/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 2017/6544/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 207/6544/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 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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owners in this Agreement are made jointly and severally and shall be enforceable as such.

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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
CHARALAMBIA GEORGALLI )  
in the presence of: )

*Charalambia Georgalli*  
Witness Signature *+ Bishop chrysostomus*  
Witness Name RT. REV. BISHOP CHRYSOSTOMUS  
Address 46 Rochester Rd London NW1 9TT  
Occupation RT. REV. BISHOP

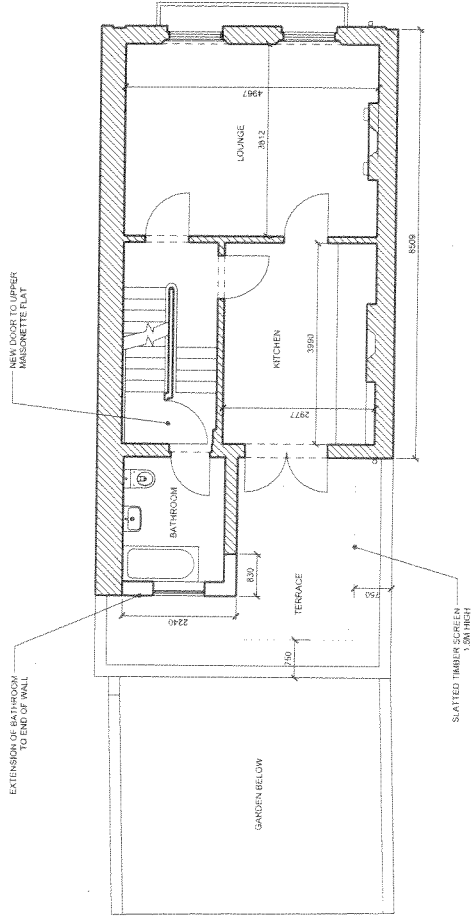
EXECUTED AS A DEED BY )  
LOUISA THEODOSIOU )  
in the presence of: )

*L Theodosiou*  
Witness Signature *+ Bishop chrysostomus*  
Witness Name RT. REV. BISHOP CHRYSOSTOMUS  
Address 46 Rochester Rd LONDON N.W.1 9TT  
Occupation RT. REV. BISHOP

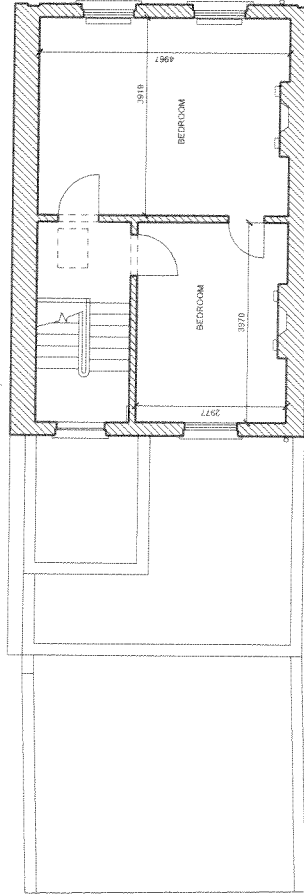
THE COMMON SEAL OF THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto )  
Affixed by Order:- )

*[Signature]*  
Authorised Signatory





01- FIRST FLOOR PLAN - PROPOSED



02- SECOND FLOOR PLAN - PROPOSED

REV	DATE	 NORTH	 SCALE IN METERS	<p>CONSENTS</p> <p>CLIENT: _____</p> <p>CONTRACTOR: _____</p> <p>STRUCTURAL ENGINEER: _____</p> <p>MECHANICAL ENGINEER: _____</p> <p>ELECTRICAL ENGINEER: _____</p> <p>PLANNING CONSULTANT: _____</p> <p>ARCHITECTURAL CONSULTANT: _____</p> <p>CLADDING CONSULTANT: _____</p> <p>PLANNING CONSULTANT: _____</p>	<p>NOTES</p> <p>1. Do not build from the drawings.</p> <p>2. All work must be done in accordance with the Building Regulations 2010.</p> <p>3. The drawings are for the proposed development only and do not constitute a contract.</p> <p>4. The drawings are for the proposed development only and do not constitute a contract.</p> <p>5. The drawings are for the proposed development only and do not constitute a contract.</p> <p>6. The drawings are for the proposed development only and do not constitute a contract.</p> <p>7. The drawings are for the proposed development only and do not constitute a contract.</p> <p>8. The drawings are for the proposed development only and do not constitute a contract.</p> <p>9. The drawings are for the proposed development only and do not constitute a contract.</p> <p>10. The drawings are for the proposed development only and do not constitute a contract.</p>	<p>LOCATION</p> <p>2</p>	<p>WHITE RED ARCHITECTS</p> <p>100 High Street, London, E1 1AA</p> <p>020 7123 4567</p> <p>www.whiteredarchitects.co.uk</p>
							<p>28 BARTHOLOMEW VILAS</p> <p>FIRST + SECOND FLOOR PLAN - PROPOSED</p> <p>Drawing title / location</p> <p>Project No: 12345678</p> <p>Client: DL</p> <p>Project: 5210</p> <p>Page: -</p> <p>Scale: 1:125 @ A1</p> <p>Author: [Name]</p> <p>Check: [Name]</p> <p>Drawn by: [Name]</p> <p>Classification: PLANNING</p> <p>Drawing No: 101 00</p>



# NORTHGATE SE GIS Print Template



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White-Red Limited  
9th Floor, Anchorage House,  
2 Clove Crescent  
London  
E14 2BE

Application Ref: **2017/6544/P**

15 March 2018

Dear Sir/Madam

**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:  
**28 Bartholomew Villas**  
**London**  
**NW5 2LL**

Proposal: Conversion of single dwellinghouse into 2 self-contained flats (1 x 1 bed and 1 x 2 bed). Demolition and rebuild of full-width single-storey rear extension, extension of WC at 1st floor in line with neighbouring property and installation of new doors onto small terrace at first floor level.

Drawing Nos: 00 100, 00 101, 00 102, 00 200, 00 300 (all received by LPA on 05/02/2018), 01 300, 01 100 (existing basement and ground floor plan), 01 200, 01 102, 01 100 (existing first and second floor plan), site location plan and design and access statement dated November 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 policies D1 and D2 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: 00 100, 00 101, 00 102, 00 200, 00 300 (all received by LPA on 05/02/2018), 01 300, 01 100 (existing basement and ground floor plan), 01 200, 01 102, 01 100 (existing first and second floor plan), site location plan and design and access statement dated November 2017.

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

Informative(s):

- 1 Reasons for granting permission.

The proposal involves the conversion of the existing single dwellinghouse into 1 x 1 bedroom flat at ground floor level and 1 x 2 bedroom flat at first and second floor level. The loss of a single dwellinghouse is considered acceptable as the increase in the number of residential units meets a priority land use of Camden's Local Plan. Furthermore, the development would provide a 2 bedroom flat which is identified as very high priority (Policy H7). The principle of providing additional residential accommodation at the site and maximising the supply of additional homes in the borough is therefore considered appropriate.

Both flats would comply with Camden's Planning Guidance and national space standards with GIAs of approximately 49sqm for the ground floor flat and 83sqm for the 2 bedroom flat at first/second floor level. All habitable rooms would comply with recommended size standards. Both flats would be dual aspect, which would ensure they received an adequate amount of daylight and natural ventilation.

The first floor extension would be a fairly minor alteration to bring it in line with the neighbouring extension. It would be constructed of matching materials and would have limited impact in design terms. The new rear window would be a traditional sash, which would be more in keeping with the original fenestration design than the existing widow. The existing single storey rear extension would be demolished and a new full width rear extension erected to the same depth. The principle of a full



width ground floor extension is considered acceptable, given the number of rear alterations and full-width extensions to the rest of the terrace. A small set back has been introduced which helps to differentiate between the two storey and single storey elements and reduce the overall mass of the extension. New aluminium sliding doors would provide access to the garden which are considered acceptable.

The cill of the existing first floor window would be lowered, and a new door installed to provide access to the first floor terrace. The existing window aperture would be retained which would help to preserve the character and appearance of the rear elevation. A simple timber fence would be erected around the terrace area, and raised to 1.8m along the boundary with no.26 to prevent views into the neighbouring conservatory. The use of timber is considered acceptable in this garden setting.

The proposed development is not considered to cause harm to neighbouring amenity in terms of a loss of outlook, daylight or privacy. The screen to be erected adjacent to no.26 would be set away from the boundary wall by 750mm and would mostly be within the shadow of the first floor extensions of nos.28 and 30, meaning that there would be limited impact on light levels (particularly because no.26 sits to the south of the application site). Although the infill extension adjacent to the boundary with no.30 would sit slightly higher than the existing boundary wall, it would be replace an existing lean-to structure in this location and would only project forward a further 1.6m from the first floor rear extension of no.30. Any impact on light or outlook is considered to be relatively minor.

Although the proposal does not provide cycle parking in accordance with London Plan requirements, this is considered acceptable in this instance given the constrained nature of the site and lack of space. The new dwelling will be car-free as secured by S106 legal agreement.

- 2 Two objections and one comment have been received and duly taken into account prior to making this decision. The planning history of the site and surrounding area were taken into account when coming to this decision. Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act [ERR] 2013.

As such, the proposed development is in general accordance with policies H1, H6, H7, A1, D1, D2, T1 and T2 of the Camden Local Plan. The proposed development also accords with The London Plan March 2016, and the National Planning Policy Framework 2012.

- 3 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).

- 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 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.
- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 6 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.
- 7 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.
- 8 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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

Executive Director Supporting Communities



DATED

8th May

2018

(1) CHARALAMBIA GEORGALLI and LOUISA THEODOSIOU

and

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

**A G R E E M E N T**

relating to land known as

28 BARTHOLOMEW VILLAS, LONDON, NW5 2LL

pursuant to

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

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

Andrew Maughan  
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