DATED 16th May 2018

(1) MIRANDA KARAGEORGIS-KOUTOULAS, OURANIA KARAGEORGIS and KYRIAKOS KARAGEORGIS

and

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

AGREEMENT

relating to land known as
29 Fortess Road, London NW5 1AD
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
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 4125
CLS/COM/OO.1800.416

THIS AGREEMENT is made the 16th day of May 2018

BETWEEN:

A. **MIRANDA KARAGEORGIS-KOUTOULAS, OURANIA KARAGEORGIS and KYRIAKOS KARAGEORGIS** of 18 Bancroft Avenue, London N2 0AS (hereinafter called "the Owner") of the first part

B. **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 423119.

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 26 June 2017 and the Council resolved to grant permission conditionally under reference number 2017/3552/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of 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 2011for 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 Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.4	"Construction Management Plan"	a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

(i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;

(ii) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;

(iii) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);

(iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(v) 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

2.5	"the Construction Management Plan Implementation Support Contribution"	the sum of £1,140 (one thousand one hundred and forty 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 the event of receipt for the review and approval of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase
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 Council's Considerate	the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden"

	Contractor Manual"	relating to the good practice for developers engaged in building activities in the London Borough of Camden
2.8	"the Development"	erection of a mansard roof extension, erection of a two storey infill extension at lower-ground floor level, internal and external alterations to the floor levels including re-alignment of the rear windows of the annex wing extension all associated with the conversion of the existing 4 x 1 bed flats into 4 x residential units consisting of 3 x1bed and 1 x 2Bed self-contained flats (Class C3) as shown on drawing numbers:- 15-160-01, 15-160-02, 15-157-03, 15-160-05 REVA, 15-160-06 REVA, 15-160-07, 15-160-08, 15-160-09 REVC, 15-160-10 REVC, 15-160-11 REVC, 15-160-12 REVB, 15-160-13 REVD, 15-160-13 REVC, 15-160-14 REVD, 15-160-15 REVC, 15-160-16 REVC, 15-160 18 REVA; 29FR and Design and Access Statement dated 12.02.2018
2.9	"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
2.10	"the Nominated Units"	the lower ground floor unit and second/third floor units (units 1 and 4) forming part of the Development the same as hatched in green on the drawing numbered 15-160-19 annexed hereto
2.11	"Occupation Date"	the 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 and the Owner
2.13	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 26

		June 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/3552/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 29 Fortess Road, London NW5 1AD the same as shown shaded grey on the plan annexed hereto
2.17	"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
2.18	"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

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 is also made in pursuance of 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 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 4.1.1 and 4.1.2 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 the Nominated Units (being part of the Development) each new occupier of the Nominated Units 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) the Nominated Units (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 provisions in Clauses 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.

4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 On or prior to the Implementation Date to:

(i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and

(ii) submit to the Council for approval a draft Construction Management Plan.

4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

(i) received the Construction Management Plan Implementation Support Contribution in full; and

(ii) approved the Construction Management Plan as demonstrated by written notice to that effect.

4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.

4.2.4 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 and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

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 2017/3552/P the date upon which the Development will be 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 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 Borough Solicitor 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 2017/3552/P.

5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause4.2 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2017/3552/P. Electronic Transfer be made directly to the National Westminster Bank of Hampstead Village quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 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.

5.9 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 AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

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

5.10 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2017/3552/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 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 Owner(s) 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 a Deed the day and year first before written

EXECUTED AS A DEED BY)
MIRANDA KARAGEORGIS-KOUTOULAS)
in the presence of:)

.....

Witness Signature

Witness Name: SIMON A. ICONOPARIS

Address: 95, ICENI 18H FOUN ROAD, LONDON NW1.

Occupation: ARCHITECT

EXECUTED AS A DEED BY)
OURANIA KARAGEORGIS)
in the presence of:)

.....

Witness Signature

Witness Name: SIMON A. ICONOPARIS

Address: 95, ICENI 18H FOUN ROAD, LONDON NW1 8DY.

Occupation: ARCHITECT

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 29 FORTESS ROAD, LONDON NW5 1AD

EXECUTED AS A DEED BY)
KYRIAKOS KARAGEORGIS)
in the presence of:)

K. Karageorgis

.....

Witness Signature

Witness Name: SIMON L. KOUPPARIS

Address: 95, KENTISH TOWN ROAD, LONDON NW1 9QY

Occupation: ARCHITECT.

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

R. Alexander

.....

Authorised Signatory

THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

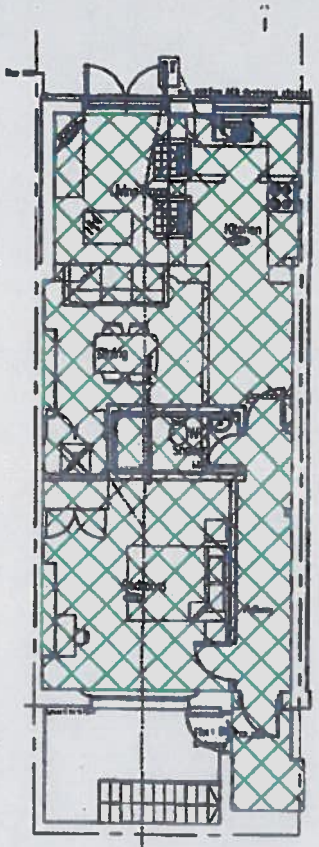
The pro-forma Construction Management Plan can be found on the Council's website at:-

https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/

Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

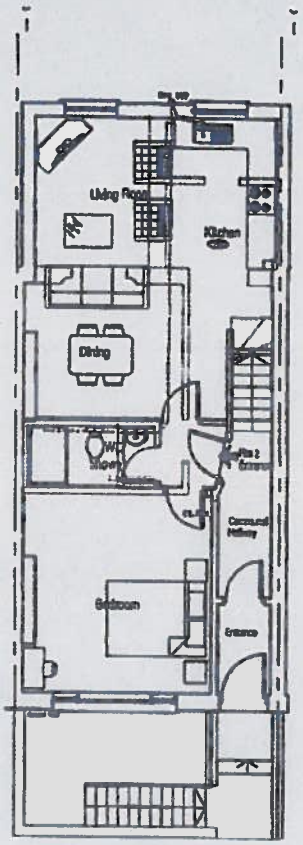
It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

NORTHGATE SE GIS Print Template



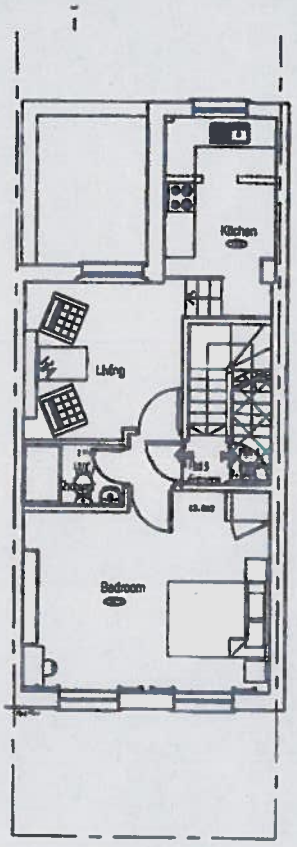
3A PROPOSED LOWER GROUND FLOOR (FLAT 1)

SCALE 1:100 0 1000 2000 4000



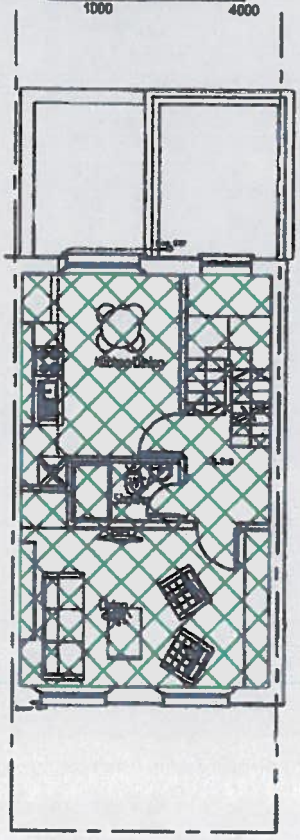
3B PROPOSED GROUND FLOOR (FLAT 2)

SCALE 1:100 0 1000 2000 4000



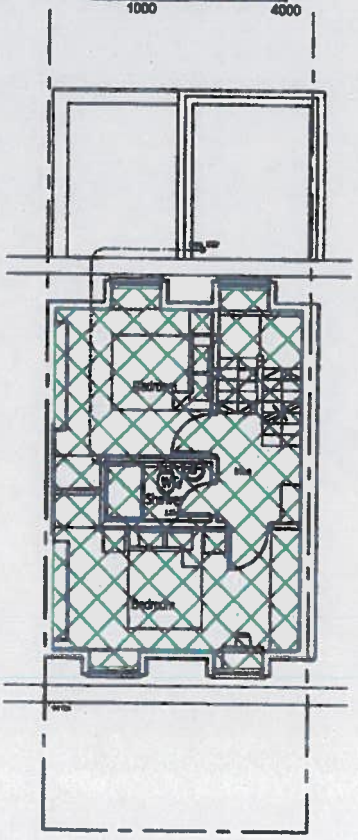
3D PROPOSED FIRST FLOOR (FLAT 3)

SCALE 1:100 0 1000 2000 4000



7A PROPOSED SECOND FLOOR (FLAT 4)

SCALE 1:100 0 1000 2000 4000



7B PROPOSED THIRD FLOOR (FLAT 4)

SCALE 1:100 0 1000 2000 4000

Proposed Floor Plans

29 Fortess Road
London
NW5 1AD

Conversion

5-160-19

Application ref: 2017/3552/P
Contact: Obote Hope
Tel: 020 7974 2555
Date: 20 April 2018

Camden

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

camden.gov.uk

planning@camden.gov.uk
www.camden.gov.uk

Koupparis Associates
95 Kentish Town Road
London
NW1 8NY

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted

Address:
29 Fortess Road
LONDON
NW5 1AD

Proposal:
Erection of a mansard roof extension, erection of a two storey infill extension at lower-ground floor level, internal and external alterations to the floor levels including re-alignment of the rear windows of the annex wing extension all associated with the conversion of the existing 4 x 1 bed flats into 4 x residential units consisting of 3 x1bed and 1 x 2Bed self-contained flats (Class C3.
Drawing Nos: 15-160-01, 15-160-02, 15-157-03, 15-160-05 REVA, 15-160-06 REVA, 15-160-07, 15-160-08, 15-160-09 REVC, 15-160-10 REVC, 15-160-11 REVC, 15-160-12 REVB, 15-160-13 REVD, 15-160-13 REVC, 15-160-14 REVD, 15-160-15 REVC, 15-160-16 REVC, 15-160 18 REVA; 29FR and Design and Access Statement dated 12.02.2018.

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

Condition(s) and Reason(s):

1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy 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 15-160-01, 15-160-02, 15-157-03, 15-160-05 REVA, 15-160-06 REVA, 15-160-07, 15-160-08, 15-160-09 REVC, 15-160-10 REVC, 15-160-11 REVC, 15-160-12 REVB, 15-160-13 REVD, 15-160-13 REVC, 15-160-14 REVD, 15-160-15 REVC, 15-160-16 REVC, 15-160 18 REVA; 29FR and Design and Access Statement dated 12.02.2018.

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

Informative(s):

1 Reasons for granting permission.

The proposal would allow the number of units to remain the same consist of 3 x 1Bed, 1 x studio and 1 x 2Bed units. The 2 x 1Bed self-contained units would measure 62.8sqm (Flat 1), flat 2 51.5sqm respectively and would meet the 50sqm requirement of the London Plan for a 1Bed 2P flat. Flat 3 at first floor level would measure approximately 43.8sqm suitable for a studio flat. The proposed maisonette between the second floor and roof level would comfortably meet the London Plan 2Bed 2P flat with an overall floorspace of 81.3sqm. This unit mix is considered to be a rational arrangement for the size and floorplates of the building. Moreover, the alternative of including a 2-storey maisonette would achieve a mix of unit sizes and achieve better quality home.

All units would provide adequate level of natural light, ventilation and outlook for future residents. Furthermore, a condition requiring details to be submitted as evidence the proposed units would be compliant to Part M4 (2) of Building Regulations.

The proposed revision from three to two-storey outrigger is considered acceptable, the terrace consist nine properties of which three properties have infilled extensions. Of significance are 35 and 37 Fortess Road by its significant bulk, full width two-storey massing at the rear and considerably deeper rearward projections, which are visible from the public domain. In addition, no 37 was further extended in 2012 (2012/1344/P) for an additional rear addition. The proposed infill extension would measure approximately 2.5m in width, 3.3m and 4.6m in height. The first floor of the existing outrigger would be increased by 300mm no objection is raised in regards to the proposed scale and bulk.

Four of the properties within the terrace consist of mansard roof extensions, this includes the immediate neighbour no. 31. The mansard would be in line with meet the planning guidance in CPG1 and would be constructed using natural slate in accordance with English Heritage design guidance. It is considered to be architecturally sympathetic to the age and character of the building and serve as a correct example for any further mansard proposals on this terrace. The existing front parapet as well as the rear with its butterfly roof profile are being retained.

In policy terms, design policy D1 requires developments to respect the character, setting, context and the form and scale of neighbouring buildings. The proposal would consist of rendered façade, timber window and traditional dormer are consider to respect the character, form and scale of the neighbouring buildings.

The council will not issue on-street parking permits in connection with new developments and use legal agreements to ensure that future occupants are aware that they are not entitled to on-street parking permits. It has been confirm that two of the existing occupiers would be remaining. As such, the first and upper floor maisonette would be "car free" development.

The proposed rear addition and mansard roof extension by reason of its size and location would not harm the amenity of any adjoining residential occupiers in terms of loss of light, outlook, enclosure or privacy. The proposed rear extension would have limited impact with the amenity of no.27 given the neighbours two-storey outrigger extension does not consist of windows to the flank elevation. In regards to no.31 the proposed rear extension would be constructed between the existing three-storey extension.

No objections and has been received prior to making this decision. The site's planning history was taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies A1, D1, D2, H1, H3, H6, H7, T1 and T2 of the Camden Local Plan 2017. The proposed development also accords with the Kentish Town Neighbourhood Plan 2016: the London Plan 2016 and the National Planning Policy Framework 2012.

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 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.

5 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.

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

You can find advice about your rights of appeal at:

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

Yours faithfully

David Joyce
Director of Regeneration and Planning

DATED 16th May 2018

(1) MIRANDA KARAGEORGIS-KOUTOULAS, OURANIA KARAGEORGIS and KYRIAKOS KARAGEORGIS

and

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

AGREEMENT

relating to land known as
29 Fortess Road, London NW5 1AD
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

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