

DATED

12th JULY

2018

(1) HAMIDEH GUEST

and

(2) BANK OF SCOTLAND PLC

and

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

A G R E E M E N T

relating to land known as
187 SUMATRA ROAD, HAMPSTEAD, LONDON, NW6 1PF
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 3229

Fax: 020 7974 2962

:case files/culture & env/planning/NS/s106 Agreements/187SumatraRoad(CF)
CLS/COM/NS/1800.633

FINAL

THIS AGREEMENT is made the 12th day of JULY 2018

BETWEEN:

- i. **HAMIDEH GUEST** of 187 Sumatra Road, Hampstead, London, NW6 1PF (hereinafter called "the Owner") of the first part
- ii. **BANK OF SCOTLAND PLC** (Scot. Co. Regn. No.SC327000) of Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ (hereinafter called "the Mortgagee") of the second part
- iii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL284930 and leasehold proprietor under Title Numbers NGL284929 and NGL767158 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold and leasehold 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 21st December 2017 and the Council resolved to grant permission conditionally under reference number 2017/7019/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL284929 dated 29th May 2008 and NGL767158 dated 16th June 2008 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Development" extension and alteration to the existing building to facilitate its conversion from no.4 bedsits (C4 - all 1 person) and no.5 self-contained studios/flats (C3 - all 1bed) into no.4 self-contained flats (3x 1bed, 1x 2bed). Extensions and alterations to include single storey rear conservatory, rear dormer roof extension, front and rear rooflights and bin and cycle store to front garden.as shown on drawing numbers:- (Prefix: NGA 1701_): NG01, NG02 (rev A), NG02A (rev B), NG03 (rev A), NG04 (rev A), NG05 (rev A), NG06 (rev B), NG10 (rev A), NG15 (rev B), NG17 (rev C), NG07 (rev D), NG08 (rev D) dated 20.02.18, NG09 (rev A), NG11 (rev B) dated 22.12.17, NG12 (rev B), NG13 (rev B), NG14 (rev D), NG16 (rev B), NG18

(rev D) dated 20.02.18; Design and Access Statement (dated 12.12.17)

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"

Loft floor Flat 1, First floor flat 2 and Ground floor flat 3 forming part of the Development the same as numbered NG07, NG08, NG09 & NG12 on the drawings 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 the Owner and the Mortgagee

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 21st December 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/7019/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 187 Sumatra Road, Hampstead, London, NW6 1PF 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 2017/7019/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.
- 6.1 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 2017/7019/P .

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.2 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 2017/7019/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.

- 6.3 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 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.

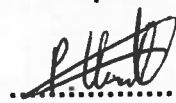
8. **RIGHTS OF THIRD PARTIES**

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
HAMIDEH GUEST
in the presence of:**

)
)
)



.....
Witness Signature

Witness Name Phillip Hewett
Address Attwells Solicitors LLP
88 St Johns Wood High Street
London NW8 7SH
Occupation Trainee Solicitors
Tel: 0207 722 9898
Fax: 0207 722 5612

**EXECUTED as a Deed
By BANK OF SCOTLAND PLC
by
in the presence of:-**

)
)
)
)

Executed as a deed by Susan Dorothy Patrick
as attorney for and on behalf of Bank of Scotland



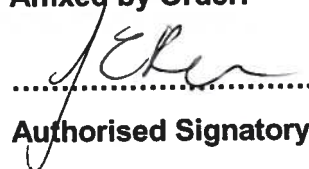
In the presence of:



Witness:
Name: **Tristan Alexander Sheard**
Address: Trinity Road Halifax HX1 2RG

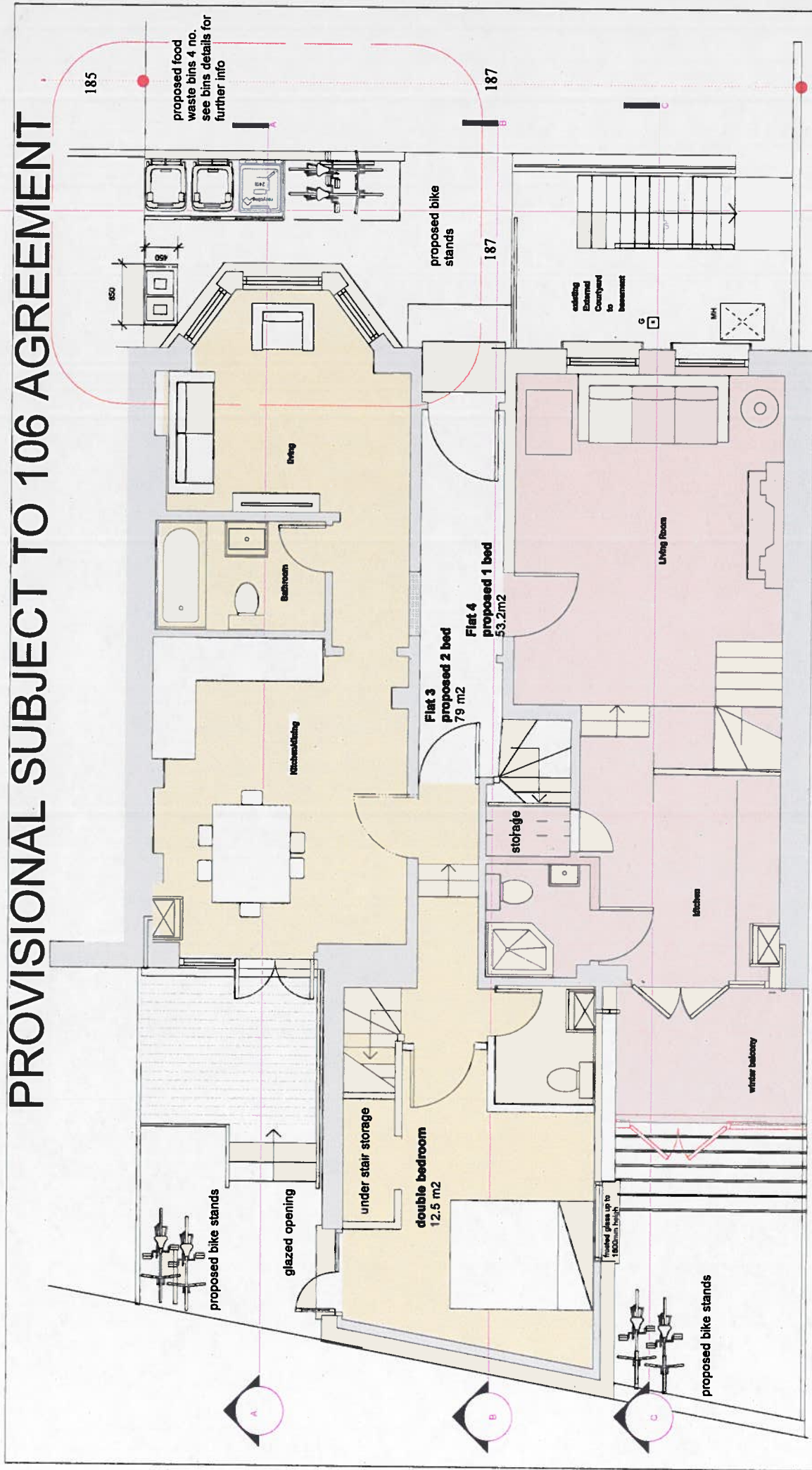
.....
**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-**

)
)
)
)


.....
Authorised Signatory

PROVISIONAL SUBJECT TO 106 AGREEMENT

K.G.



Unit	Typology	GIA (sqm)
Unit 4	1 bedroom flat, 2 persons Ground Floor + Basement	53.2 m2
Unit 3	2 bedroom flat, 4 persons Ground Floor + Mezzanine	79 m2
Unit 2	First Floor 1 bedroom flat 2 persons	53 m2
Unit 1	First Floor + LxR 1 Bedroom flat 2 persons	56 m2

Notes

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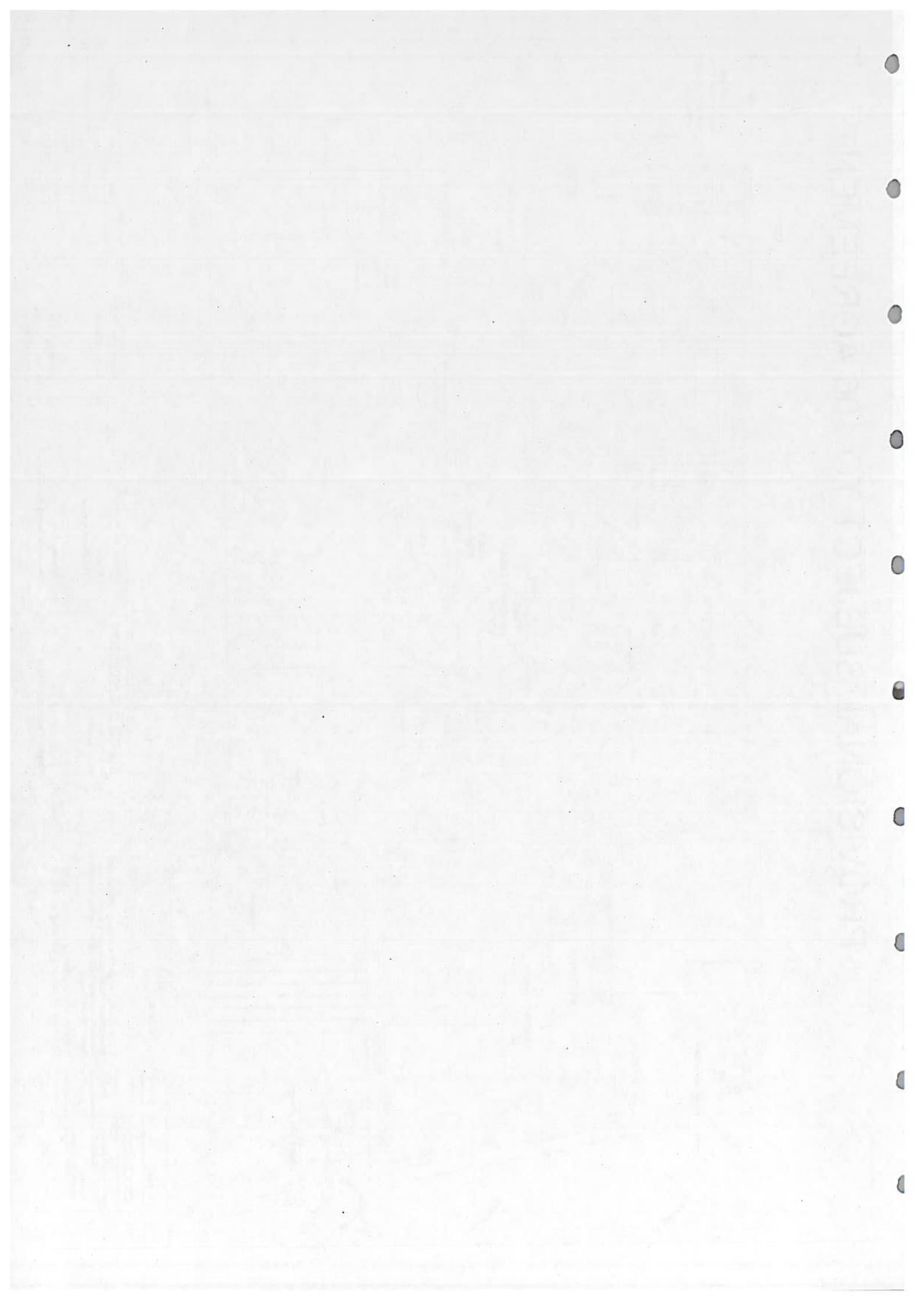


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[Email: info@golzarlina.co.uk](mailto:info@golzarlina.co.uk)

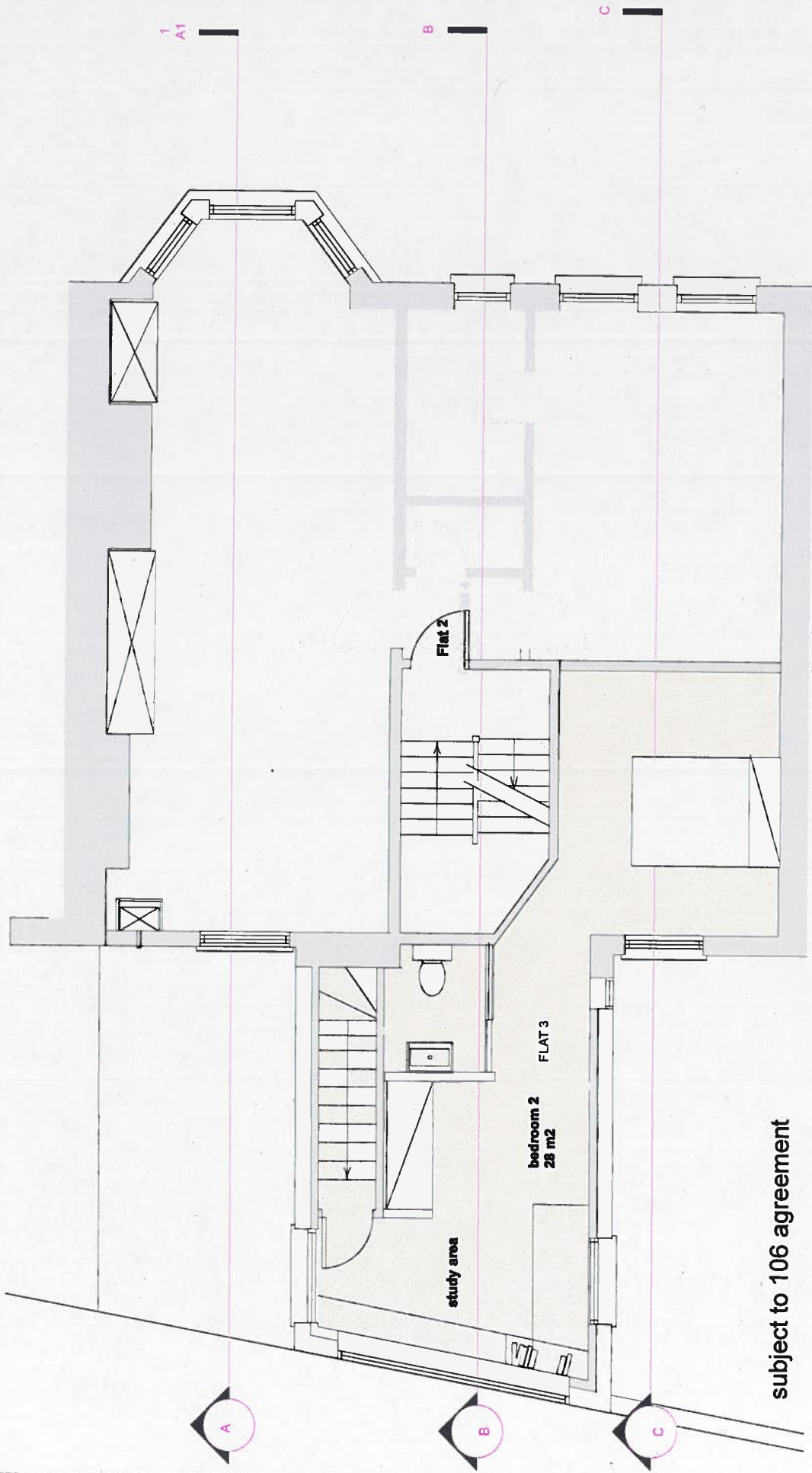
Project No. NGA 1701
 Project
 187 Sumatra Road
 Drawing Title
 Proposed Ground Floor Plan

Rev	Date	Drawn
A	26.5.17	DRAWN
B	21.7.17	
C	22.12.17	
D	20.2.18	

Comments/Issue
 For Information Only



H.G.

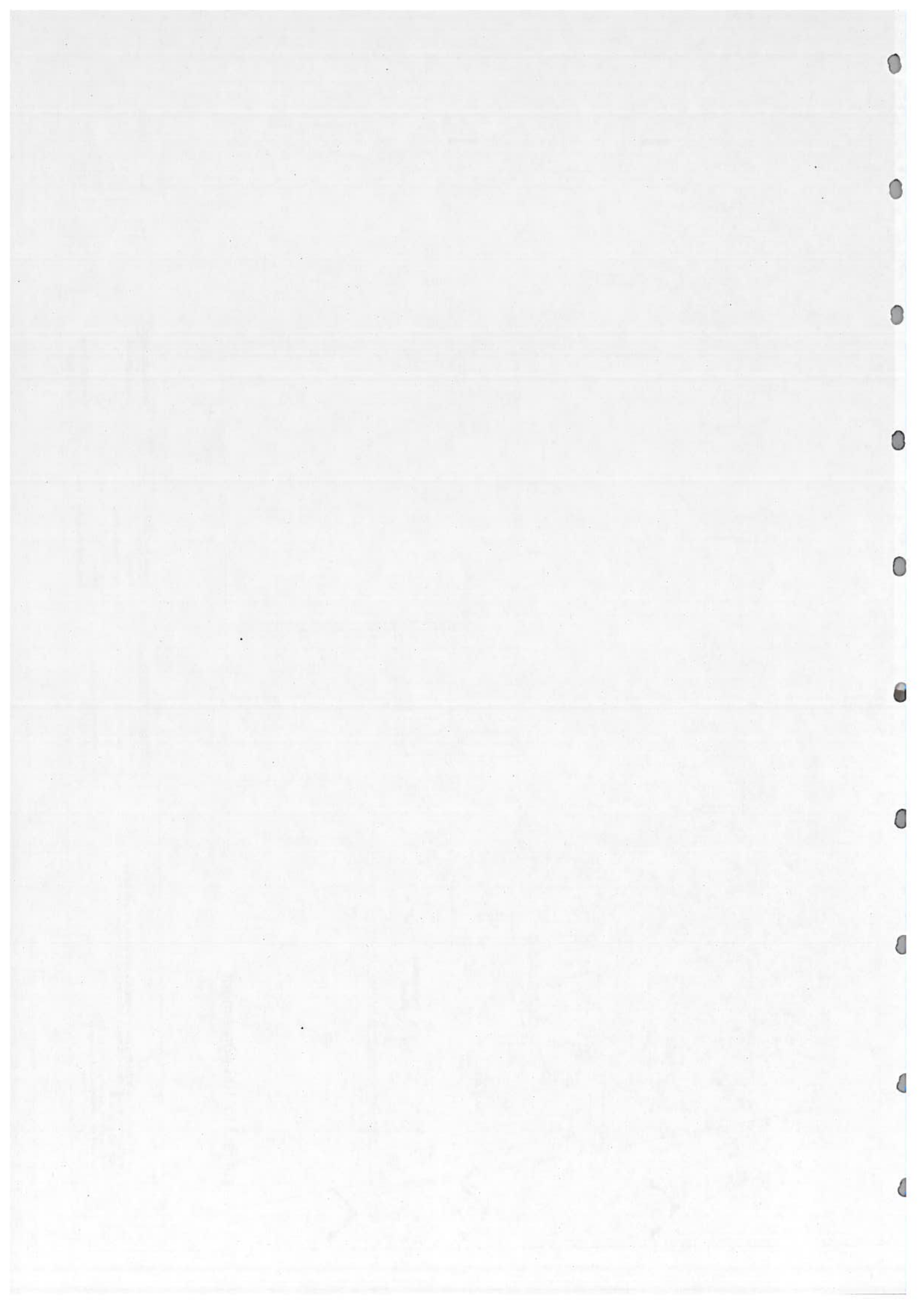


subject to 106 agreement

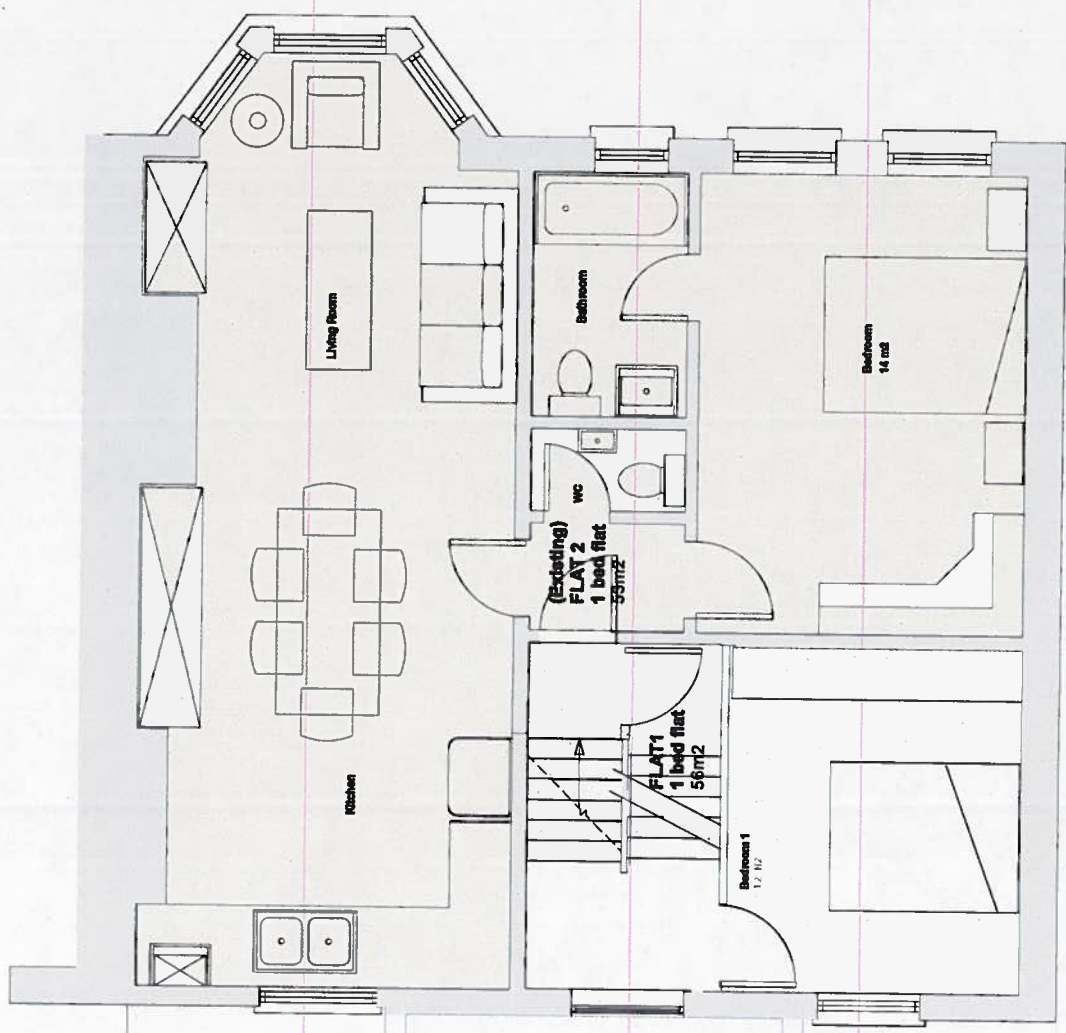
Rev	Date	Drawn
A	26.5.17	
C	21.7.17	
	22.12.17	
	20.2.18	

<p>Project No. NGA1701 Project 187 Sumatra Road Drawing Title Proposed mazzarino 1 Plan</p>	<p>Drawing No. Ng08 Scale: 1:500/A3 Comments/Issue For Information Only</p>
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<p>GOLZARI (NG) ARCHITECTS United House 38-41 North Road London N7 9DP Email: info@ngarchitects.co.uk +44 (0)2036748462 +44(0)7918197632</p>	<p>Notes © This drawing remains the property of Golzar NG Architects. It should not be reproduced in hard or electronic copies without a prior permission from Golzar NG Architects. Drawings are for planning purposes only. These are not construction drawings. I</p>
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SUBJECT TO 106 AGREEMENT



Unit	Typology	Area
Unit 4	1 bedroom Flat 2 persons Ground Floor + Basement	53.2 m ²
Unit 3	2 bedroom Flat 4 persons Ground Floor + Mezzanine	78 m ²
Unit 2	First Floor 1 bedroom flat 2 persons	53 m ²
Unit 1	First Floor + Loft 1 bedroom flat 2 persons	56 m ²

Notes

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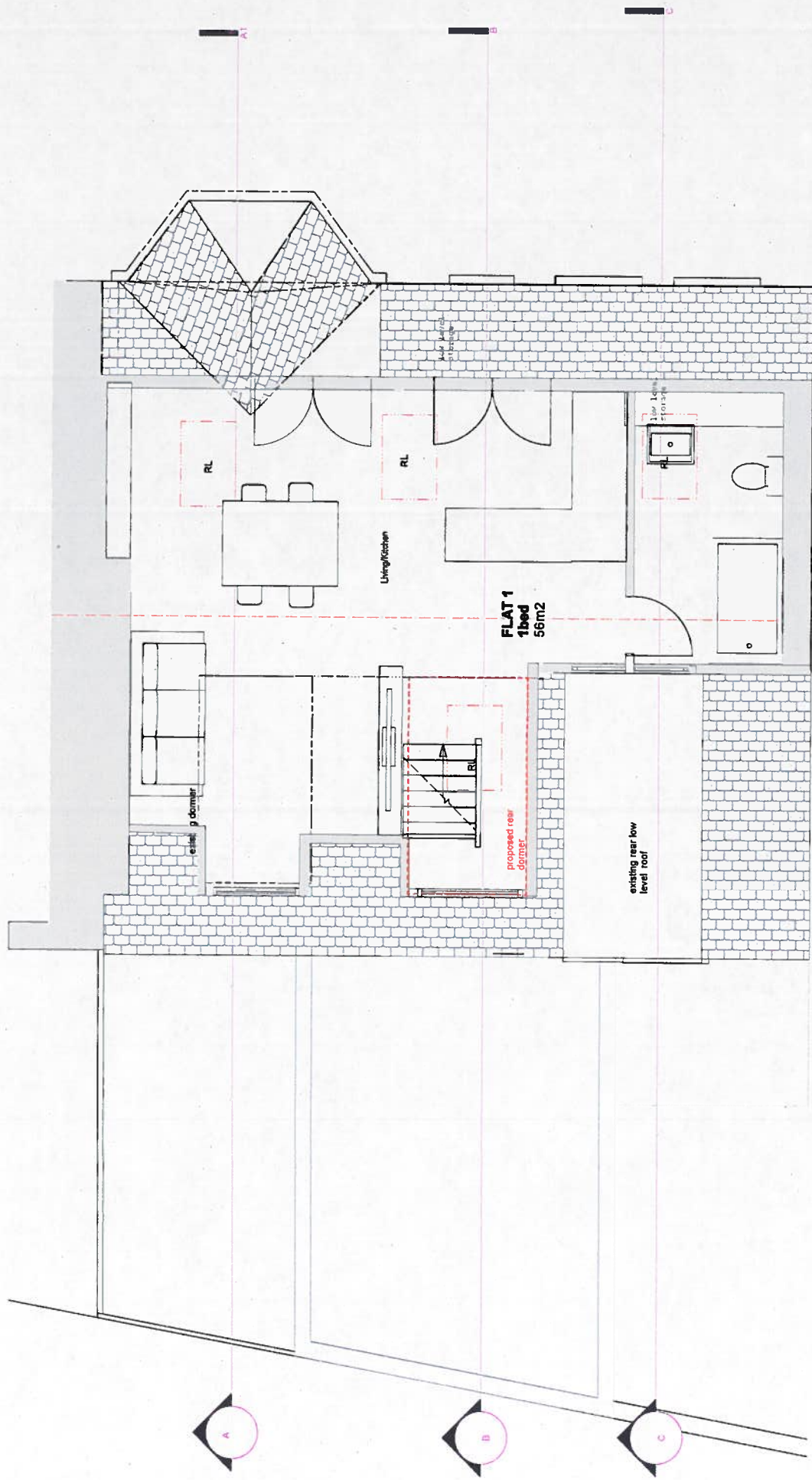


Project No. NGA 1701	Drawing No. Ng09	Rev	Date	DRAWN
Project 187 Sumatra Road	Scale: 1:500/AS	A	22.12.17	
Drawing Title Proposed first floor plan	Comments/Issue For Information Only			

GOLZARRI (NG) ARCHITECTS
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 Email: info@golzarri.co.uk

REPRODUCED FROM THE NATIONAL ARCHIVES

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Rev	Date	Rev	Date	Rev	Date	Rev	Date
A	21.7.17	B	12.12.17				

Project No. NGA 1701
Project
187 Sumatra Road

Drawing No. Ng12
Scale: 1:50@A3

Drawing Title
Proposed Loft Floor Plan

Comments/Issue
 For Information Only

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Notes

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SUBJECT TO 106 AGREEMENT



MEMORANDUM FOR THE RECORD

DATE: 10/10/54

TO: SAC, NEW YORK

FROM: SAC, NEW YORK

SUBJECT: [Illegible]

RE: [Illegible]

[Illegible]

[Illegible]

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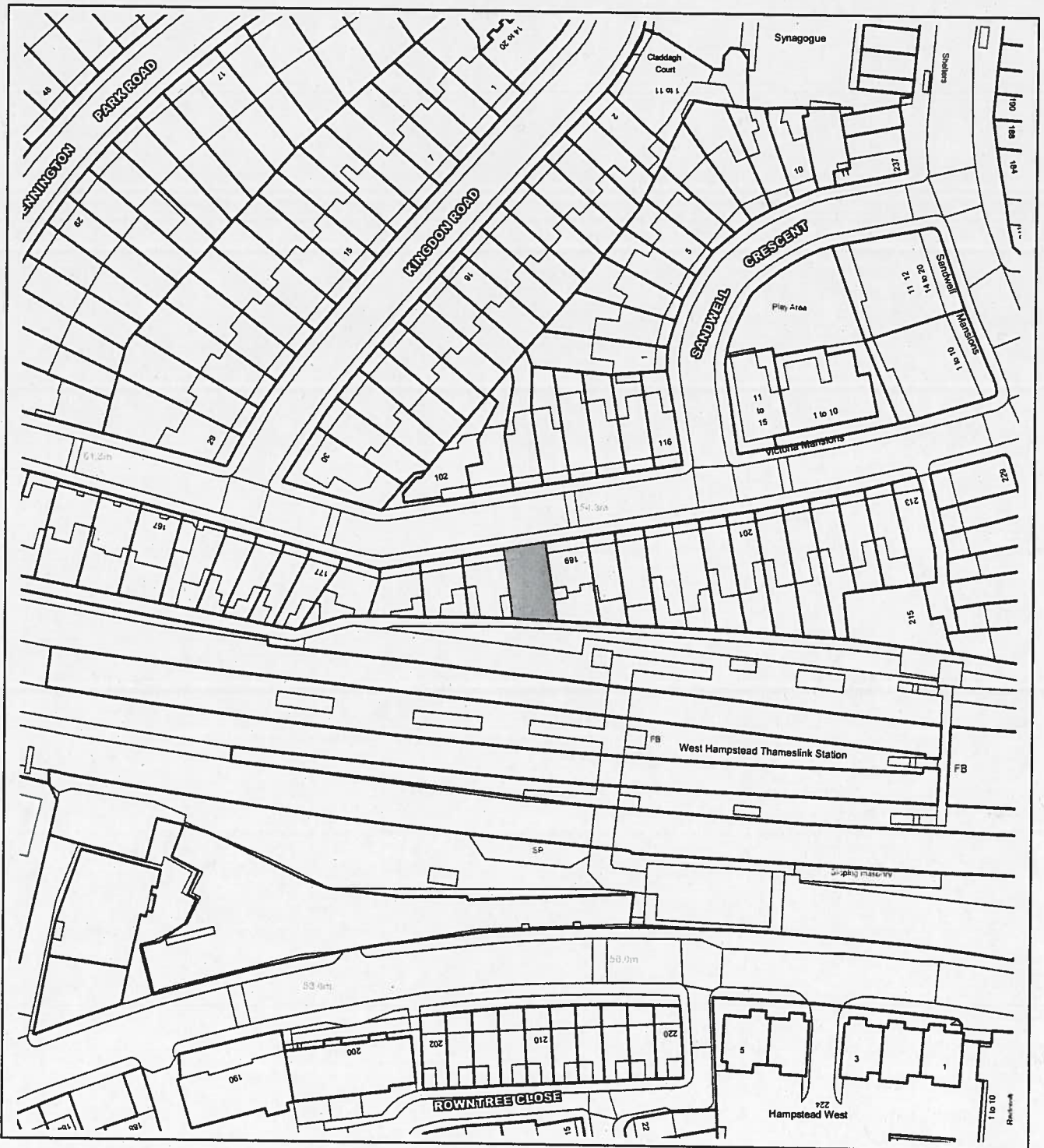
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K.G.

NORTHGATE SE GIS Print Template



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Golzari ng-architect
United House UNIT
302 39-41 North Road
London
N7 9DP

Application Ref: 2017/7019/P

04 June 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:
187 Sumatra Road
London
NW6 1PF

Proposal:
Extension and alteration to the existing building to facilitate its conversion from no.4 bedsits (C4 - all 1 person) and no.5 self-contained studios/flats (C3 - all 1bed) into no.4 self-contained flats (3x 1bed, 1x 2bed). Extensions and alterations to include single storey rear conservatory, rear dormer roof extension, front and rear rooflights and bin and cycle store to front garden.

Drawing Nos: (Prefix: NGA 1701_): NG01, NG02 (rev A), NG02A (rev B), NG03 (rev A), NG04 (rev A), NG05 (rev A), NG06 (rev B), NG10 (rev A), NG15 (rev B), NG17 (rev C), NG07 (rev D), NG08 (rev D) dated 20.02.18, NG09 (rev A), NG11 (rev B) dated 22.12.17, NG12 (rev B), NG13 (rev B), NG14 (rev D), NG16 (rev B), NG18 (rev D) dated 20.02.18; Design and Access Statement (dated 12.12.17)

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 and policy D2 of the Fortune Green and West Hampstead Neighbourhood Plan (2015)

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix: NGA 1701_): NG01, NG02 (rev A), NG02A (rev B), NG03 (rev A), NG04 (rev A), NG05 (rev A), NG06 (rev B), NG10 (rev A), NG15 (rev B), NG17 (rev C), NG07 (rev D), NG08 (rev D) dated 20.02.18, NG09 (rev A), NG11 (rev B) dated 22.12.17, NG12 (rev B), NG13 (rev B), NG14 (rev D), NG16 (rev B), NG18 (rev D) dated 20.02.18; Design and Access Statement (dated 12.12.17)

Reason:

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

- 4 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:

a) Plan, elevation and section drawings and details of all facing materials of the new refuse store at a scale of 1:20

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

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.

- 5 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings shall not be occupied until the Building Regulation optional requirement has been complied with.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with Policies CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 6 Prior to the occupation of the new units labelled Flats 3 and 4 on plans hereby approved, the glazing to the ground and ground floor mezzanine floor side window to the rear closet wing facing towards no.189 Sumatra Road shall be obscured. The obscure glazing shall be permanently retained thereafter.

Reason: In order to prevent overlooking of the neighbouring occupiers in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017

- 7 The roof of the single storey rear extension hereby approved shall not be used at any time as an amenity roof terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017

Informative(s):

- 1 Reasons for granting permission. [Delegated]

The existing property has been historically subdivided into mixture of 5x self-contained flats (1beds - C3) and four bedsit units (C4). During the site visit it was noted that the majority of these units, including all of the bedsit are significantly undersized and provide a poor standard of accommodation - so much so that the Council's Houses in Multiple Occupation (HMO) licencing team have previously issued a notice for the property ensuring that none of the HMO units are occupied. Although the proposed works would result in an overall reduction of 5 units onsite, officers note that the works would enable the existing sub-standard units to be enlarged and significantly improved. The proposal is therefore considered in line with policy H3. Furthermore, although the development would result in the loss of HMO floorspace, the issuing of a notice for the property demonstrates that the existing HMO units are incapable of meeting the relevant standards and as such their loss is considered to remain in accordance with policy H10.

The replacement units would all feature dual aspect and good levels of natural light. Although three of the units would be above the minimum internal area requirements for their respective sizes, one unit (4) would be very slightly below (4sqm). Notwithstanding this, this unit would be otherwise well designed and would feature its own private amenity space to the rear. The applicants note that the proposed rear sunroom to this unit could have been extended to meet the minor shortfall, however given that the unit would be otherwise acceptable this was not

pursued in this instance so as to retain a usable external space. As such the proposed four units are considered to offer a good standard of accommodation, offering a significant improvement beyond the existing situation. As the property features front steps and multiple levels, there would be no requirements to ensure that the dwellings are step-free in this instance. A condition is suggested to ensure that water saving measures are installed to all new units.

The proposed ground floor rear extension and rear dormer window are both appropriately detailed and would appear as subordinate additions to the host property. Neither element would overwhelm the character of the host property and are considered acceptable in design terms. Rooflights are common features for the local area and the installation of no.3 rooflight to the front rooflight and no.1 to the top of the proposed dormer would similarly be appropriately siting, not overwhelming either roofslope. Overall these works are not considered to cause harm to the character and appearance of the host property, streetscene or local area.

The proposed rear GF extension would not project beyond the existing extension to the adjacent property and, due to the existing tall boundary wall along the boundary with no.189, would not result in the loss of natural light, outlook or privacy to any neighbouring resident. Similarly, the rear dormer and rooflights proposed due to their positioning would not result in the loss of residential amenity to any neighbouring resident. As the property would remain for residential use, the development is not considered to result in any issues of noise or disturbances associated with the conversion.

- 2 In order to ensure that new occupiers do not contribute to additional parking stress and congestion, this decision will be subject to a legal agreement to secure car-free housing for new units. Although the scheme would not provide covered storage for cycles, in light of the site limitations and lack of communally accessible space for storage, this is not objectionable given the high PTAL score for the site (6a). Adequate space is reserved however for refuse storage behind the existing front wall. To ensure that this store is appropriately designed, a condition is recommended for the submission of details in respect to this element.

One comment was received following public consultation and was duly considered when forming this decision. The planning history of the site has been taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies H3, H6, H10, A1, A4, D1, CC1, CC2, CC3 and T2 of the London Borough of Camden Local Plan 2017. The proposed development also accords with policies 1, 2 and 8 of the Fortune Green and West Hampstead Neighbourhood Plan (2015) as well as the London Plan 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,

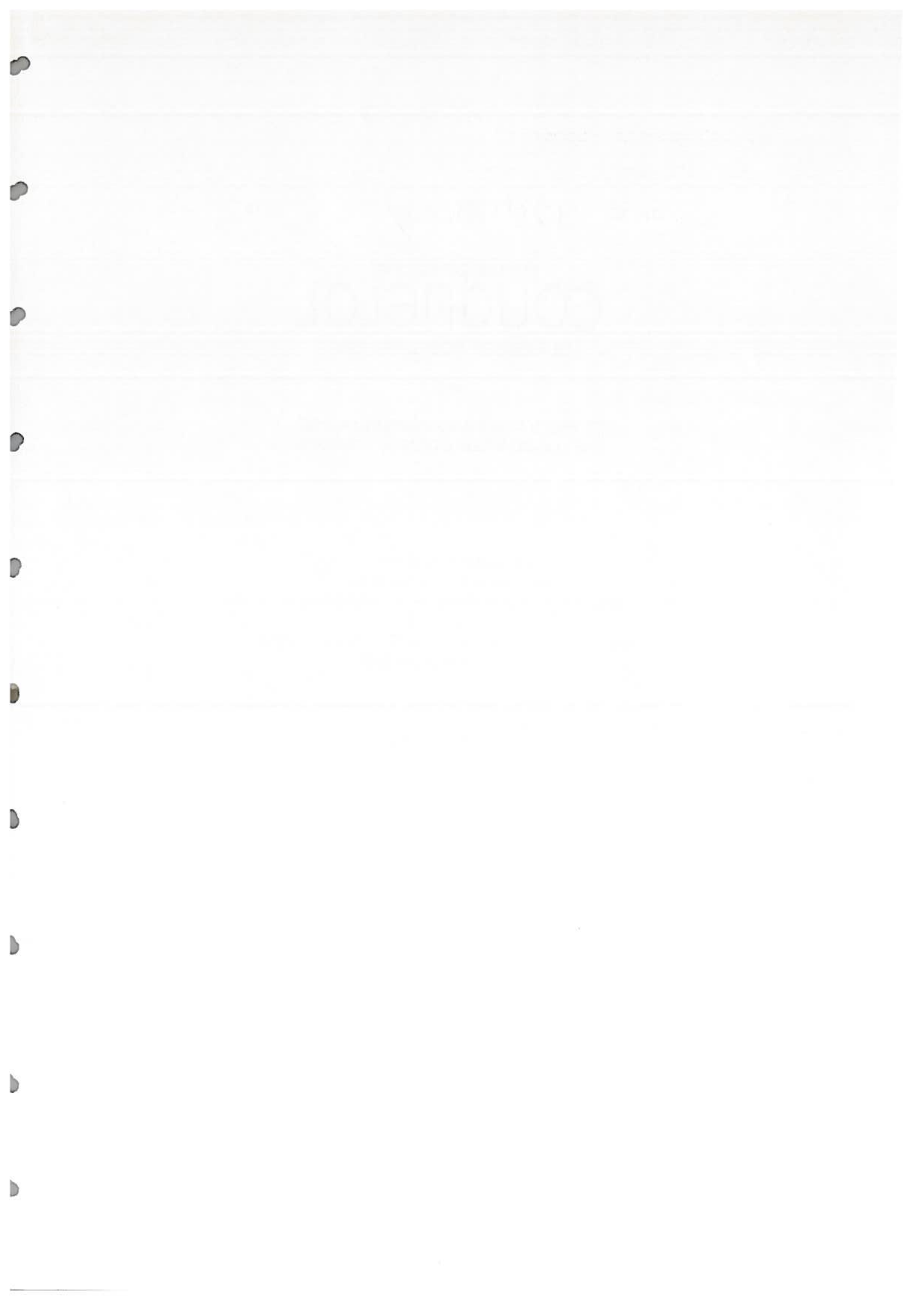
- Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 4 In good time, prior to the start of construction (or if appropriate, demolition) on site, the contractor shall discuss and agree with the Council's Engineering Service Network Management team (tel: 020-7974 2410) detailed arrangements for the transportation of goods and materials to and from the site. The Council will prosecute those responsible for any breaches of the provisions of the Highways and Litter Acts which occur as a result of construction on the site.
 - 5 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.
 - 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 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.
 - 8 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.
 - 9 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.

Yours faithfully

DRAFT

DECISION



DATED

12th JULY

2018

(1) HAMIDEH GUEST

and

(2) BANK OF SCOTLAND PLC

and

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

A G R E E M E N T
relating to land known as
187 SUMATRA ROAD, HAMPSTEAD, LONDON, NW6 1PF
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 3229
Fax: 020 7974 2962

:case files/culture & env/planning/NS/s106 Agreements/187SumatraRoad(CF)
CLS/COM/NS/1800.633

FINAL