

DATED

25 January 2019
~~2018~~

(1) RECTANGLE LIMITED

and

(2) THREE ETON AVENUE MANAGEMENT LIMITED

and

(3) TAMAS GABOR HAIMAN and FATMA TUGBA UNKAN HAIMAN

and

(4) HSBC UK BANK PLC

and

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

A G R E E M E N T

relating to land known as

3 ETON AVENUE, LONDON NW3 3EL

pursuant to

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

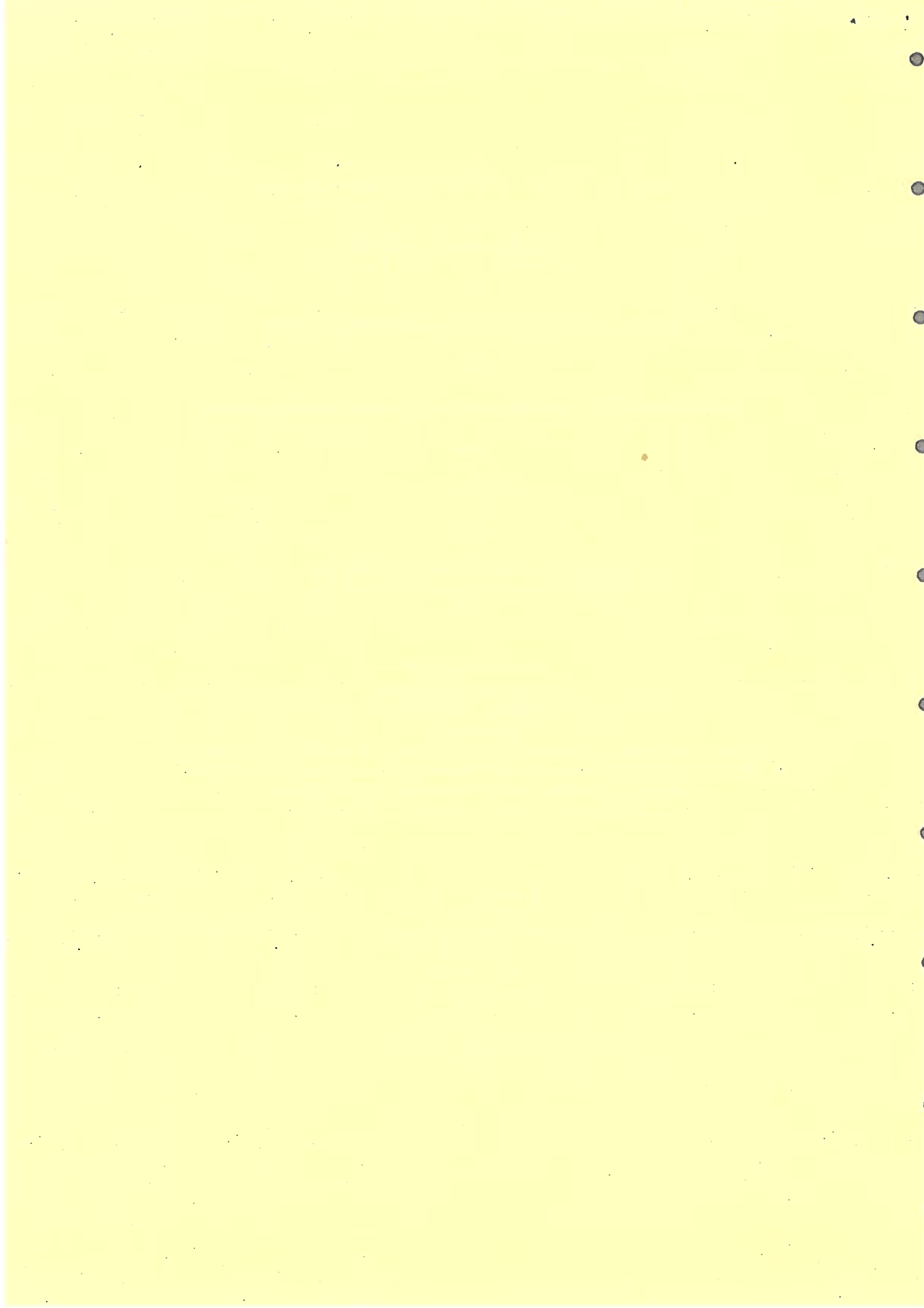
Section 16 of the Greater London Council (General Powers) Act 1974;

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.1800.705



POWER OF ATTORNEY

HSBC UK Bank plc, a company duly organised and existing under the laws of England with registered number 9928412 and having its registered office at 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ ('the Bank'), appoints **Susan Brown** to be the Bank's true and lawful attorney (the "Attorney") to execute and deliver on the Bank's behalf, substantially in the form already agreed by the Bank, any deed or document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. regarding to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the bank;

and to do any and all other acts and things for the Bank and on the Bank's behalf which may be desirable or necessary to complete the transaction contemplated by the Bank described above, including the execution of all other agreements, deeds, instruments, notices, letters and other documents. The Bank agrees to ratify all that the Attorney shall properly do or cause to be done by virtue of this deed.

The Attorney may not sub-delegate the powers, authorities and discretions set out in this Power of Attorney and may not extend the duration of this Power of Attorney.

This Power of Attorney shall be governed by and construed in accordance with English law and expires 12 months from the date hereof.

In witness whereof the common seal of HSBC UK Bank plc was hereunto affixed to this deed this 18th day of December 2018 in the presence of:

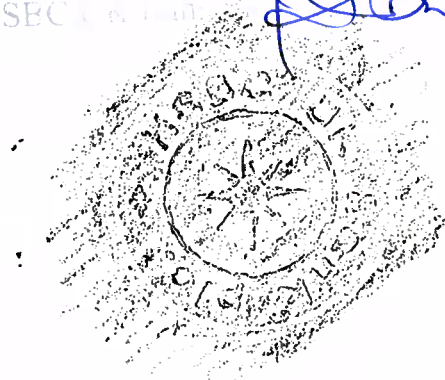
[Handwritten signature]

Authorised Signatory

[Handwritten signature]

Authorised Counter signatory

We certify that this is a true and accurate
copy of the original document as per pro
HSEC (A) 100



000107

BY THIS POWER OF ATTORNEY given the thirteenth day of December two thousand and eighteen HSBC Bank plc ('the Bank') incorporated in England with registered number 14259 and having its Registered Office at 8 Canada Square, London E14 5HQ appoints **SUSAN BROWN** to be the attorney of the Bank in the name of the Bank and on its behalf to do or execute as the act and deed of the Bank or otherwise to execute any deed or sign any document:

1. required to discharge, release, surrender, convey, re-convey, transfer, re-transfer, assign, re-assign, postpone or defer or otherwise regulate the priority of, firstly, any mortgage, charge, standard security or other security vested in the Bank of any heritable or moveable or real or personal property comprised therein and, secondly, any bond, guarantee, undertaking or indemnity or any other similar engagement in favour of the Bank, and thirdly, any indebtedness secured by any of the foregoing;
2. required to convey assign or transfer any heritable or moveable or real or personal property pursuant to any powers contained in any mortgage or charge held by the Bank;
3. required to create, grant, release or vary or to confirm or consent to the creation, granting, release or variation of any right, privilege, estate or interest in any heritable or moveable or real or personal property the subject of any mortgage, charge, standard security or other security vested in the Bank;
4. being a bond, guarantee, undertaking or indemnity or any other similar engagement by the Bank;

and generally for all or any of these purposes to act as the Bank's attorney and declares that each of the powers granted by this Power shall be read separately and in no way to be limited by reference to any other of such powers.

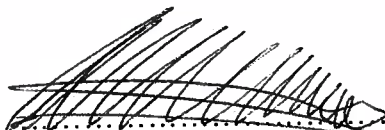
This Power of Attorney will expire twelve months from the date hereof unless previously revoked by the Bank.

IN WITNESS WHEREOF HSBC Bank plc has caused its common seal to be affixed to this deed the day and year first above written.

The COMMON SEAL of HSBC BANK plc was hereunto affixed in the presence of:



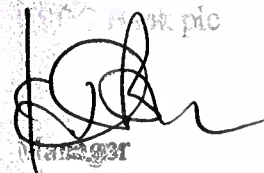
.....
Authorised Signatory



.....
Authorised Counter Signatory

017066

We certify this to be a true and accurate copy of the original document



HSBC BANK plc



THIS AGREEMENT is made the 25th day of January 2018²⁰¹⁹

BETWEEN:

- A. **RECTANGLE LIMITED** (incorporated in the Isle of Man) of Belgravia House, 34/44 Circular Road, Douglas, Isle of Man, IM1 2AE (hereinafter called "the Freeholder") of the first part
- B. **THREE ETON AVENUE MANAGEMENT LIMITED** (Co. Regn. No. 00623362) whose registered office is at 3 Eton Avenue, London, NW3 3EL (hereinafter called "the First Leaseholder") of the second part
- C. **TAMAS GABOR HAIMAN and FATMA TUGBA UNKAN HAIMAN LIMITED** of Flat 1, 3 Eton Avenue, London NW3 3EL (hereinafter called "the Second Leaseholder") of the third part
- D. **HSBC UK BANK PLC** of Co. Regn. No. 09928412) 1 Centenary Square, Birmingham, United Kingdom, B1 1HQ (hereinafter called "the Mortgagee") of the fourth part
- E. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fifth part

1. **WHEREAS**

- 1.1 The Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL758398.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The First Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL640543.
- 1.4 The First Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.5 The Second Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL770190 and LN181041 both titles subject to a charge to the Mortgagee.
- 1.6 The Second Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.7 The Freeholder, the First Leaseholder and the Second Leaseholder shall hereinafter be jointly referred to as "the Owner".
- 1.8 A Planning Application for the development of the Property was submitted to the Council and validated on 8 November 2017 and the Council resolved to grant permission conditionally under reference number 2017/6275/P subject to the conclusion of this legal Agreement.
- 1.9 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 2011 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.
- 1.10 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.11 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.12 The Mortgagee as mortgagee under a legal charge registered under Title Numbers NGL770190 and LN181041 dated 28 November 2012 (the legal charge having been transferred from **HSBC BANK PLC** (Co. Regn. No. 14259) of 40-41-42 of Mortgage Service Centre, P.O. Box 6308, Coventry CV3 9LB to the Mortgagee pursuant to an Order of the High Court dated 21 May 2017 made under Part VII of the Financial Services and Markets Act 2000 with effect from July 2018) is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor 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) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iii) proposals to ensure there are no adverse effects on the conservation area features;
- (iv) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) 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);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) 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 £3,136 (three thousand one hundred and thirty-six 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 Contractor Manual" the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2.8 "the Development" extensions to ground floor flat including basement excavation with rear extension and roof terrace, replacement conservatory at ground floor level, and associated landscaping including erection of replacement garden shed. as shown on drawing numbers:- FRB_01, FRB_02, FRB_03, FRB_05, FRB_06, FRB_07, FRB_08, FRB_09, FRB_10, FRB_50 rev. c, FRB_51 rev. c, FRB_115 rev. A, FRB_116 rev. A, FRB_120, FRB_121, FRB_122, FRB_123, FRB_124 rev. A, FRB_125, Basement Impact Assessment Rev A October 2017, Heritage Statement, Arboricultural Impact Assessment, Design and Access Statement
- 2.9 "the Highways Contribution" the sum of £5,000 (five thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the public highway and associated measures in the vicinity of the Property and as are required due to the Development ("the Highways Works") these to include costs associated with the following:-
- (a) repairing any damage to the Public Highway directly adjacent to the Property; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

- 2.10 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
- 2.11 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.12 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.13 "the Parties" mean the Council the Owner and the Mortgagee
- 2.14 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8 November 2017 for which a resolution to grant permission has been passed conditionally under reference number 2017/6275/P subject to conclusion of this Agreement
- 2.15 "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

- 2.16 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.17 "the Property" the land known as 3 Eton Avenue, London NW3 3EL the same as shown shaded grey on the plan annexed hereto
- 2.18 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense

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 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, 8 and 9 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.

3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.1.4 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.

4.2 HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution in full.
- 4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.
- 4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.
- 4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.
- 4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.2.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.7 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty-eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highway Contribution.

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 2017/6275/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 2017/6275/P.

5.7 Payment of the Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clause 4 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 2017/6275/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

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

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 2017/6275/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 or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect

of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. MORTGAGEE EXEMPTION

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

7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

8.1 All Covenants made by the Owner(s) in this Agreement are made jointly and severally and shall be enforceable as such.

9. RIGHTS OF THIRD PARTIES

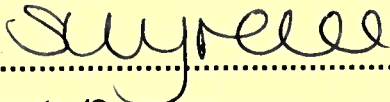
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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

EXECUTED AS A DEED BY)
RECTANGLE LIMITED)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)



.....
Director

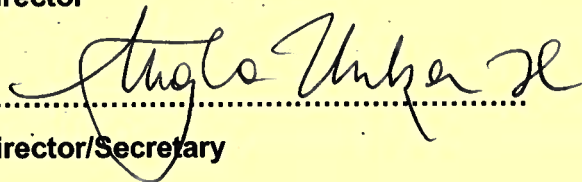


.....
Director/Secretary

EXECUTED AS A DEED BY)
THREE ETON AVENUE MANAGEMENT LIMITED))
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)



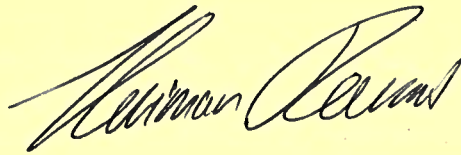
.....
Director



.....
Director/Secretary

EXECUTED AS A DEED BY
TAMAS GABOR HAIMAN
in the presence of:

)
)
)



L. Portwine

Witness Signature

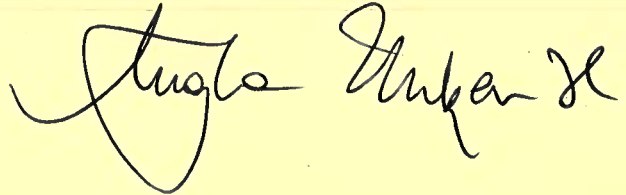
Witness Name: LILY PORTWINE

Address: 73 Bridge Road, Kent DA8 2DE

Occupation: PA - Admin

EXECUTED AS A DEED BY
FATMA TUGBA UNKAN HAIMAN
in the presence of:

)
)
)



L. Portwine Sharoze Salvat

Witness Signature

Witness Name: ~~LILY PORTWINE~~ SHAROZE SALVAT


Address: ~~73 Bridge Road, Kent DA8 2DE~~ 12 GRENELL ROAD
SUTTON, SURREY

Occupation: ~~PA Admin~~ DIGITAL PRODUCER 5M1 3DN

Signed as a Deed by:- SUSAN BROWN

Susan Brown

EXECUTED AS A DEED BY
HSBC UK BANK PLC
by
in the presence of:-

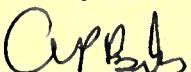
) As Attorney for HSBC UK Bank plc
) In the presence of:- 

DAVID MATTHEW SANDERSON

HSBC UK Bank plc
PO Box 6308, Coventry CV3 9LB

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 3 ETON AVENUE, LONDON NW3 3EL

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


.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

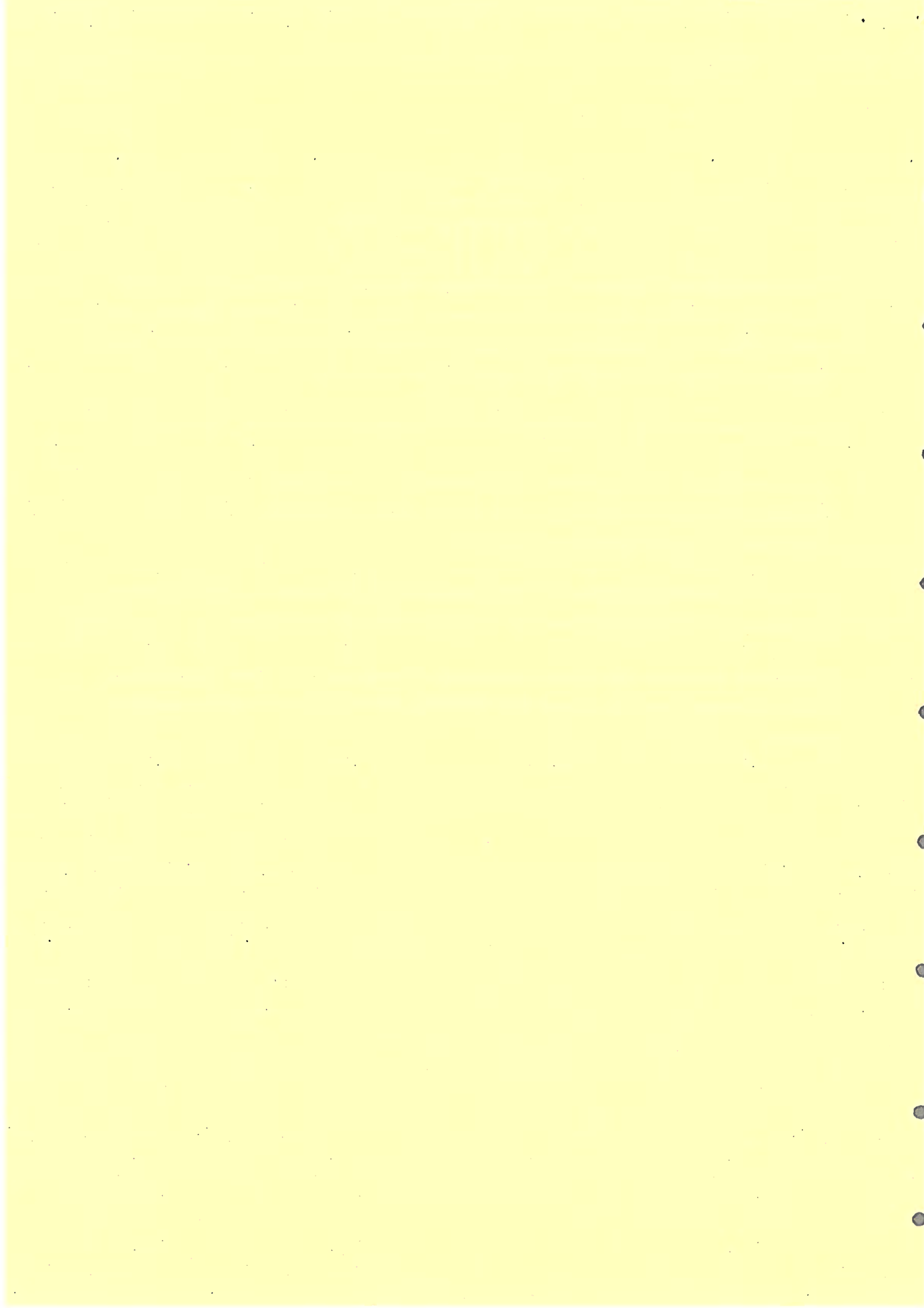
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of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



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Per Pro
HSBC UK Bank plc
Manager *Susan Brown*



BB Partnership
Studios 33-34
10 Hornsey Street
London
N7 8EL

Application Ref: **2017/6275/P**

30 October 2018

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
3 Eton Avenue
London
NW3 3EL

Proposal:

DECISION
Extensions to ground floor flat including basement excavation with rear extension and roof terrace, replacement conservatory at ground floor level, and associated landscaping including erection of replacement garden shed.

Drawing Nos: FRB_01, FRB_02, FRB_03, FRB_05, FRB_06, FRB_07, FRB_08, FRB_09, FRB_10, FRB_50 rev. c, FRB_51 rev. c, FRB_115 rev. A, FRB_116 rev. A, FRB_120, FRB_121, FRB_122, FRB_123, FRB_124 rev. A, FRB_125, Basement Impact Assessment Rev A October 2017, Heritage Statement, Arboricultural Impact Assessment, Design and Access Statement.

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 The development hereby permitted shall be carried out in accordance with the following approved plans FRB_01, FRB_02, FRB_03, FRB_05, FRB_06, FRB_07, FRB_08, FRB_09, FRB_10, FRB_50 rev. c, FRB_51 rev. c, FRB_115 rev. A, FRB_116 rev. A, FRB_120, FRB_121, FRB_122, FRB_123, FRB_124 rev. A, FRB_125, Basement Impact Assessment Rev A October 2017, Arboricultural Impact Assessment.

Reason:

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

- 3 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 and D2 of the London Borough of Camden Local Plan 2017.

- 4 No development shall take place until full details of hard and soft landscaping including 1 replacement Amelanchier spp. tree planted as an clear-stemmed extra-heavy standard with a girth of 16-18cm in the front garden, a privet hedge along the front boundary of sufficient density to provide screening of the lightwell and 1 replacement cherry tree in the rear garden planted as an heavy standard with a girth of 14-16cm and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, A5, D1, D2 of the London Borough of Camden Local Plan 2017.

- 5 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details by not later than the end of the planting season following completion of the development or any phase of the development or prior to the occupation for the permitted use of the development or any phase of the development, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 6 Prior to the commencement of works on site, tree protection measures shall be installed and working practices adopted in accordance with the arboricultural report dated 17th July 2017 by Dr Frank Hope ref. FH-BB-Partnership-62-Eton-Avenue-London-2016. All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with BS5837:2012 and with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policies A2 and A3 of the Camden Local Plan.

Informative(s):

- 1 The Basement Impact Assessment has been externally audited and it is accepted that the development would have minimal impact and that sufficient mitigation measures would be in place to prevent harm to the host property, surrounding properties or local area in line with policy requirements. The scale and scope of the development complies with the requirements of Local Plan Policy A5, including the proposed depth into the garden and the increase to the original building footprint.

The two rear light wells would be modest in scale and would not appear dominant to the property or its garden setting. Light wells within front gardens are common within this part of Eton Avenue, and the proposed front light wells and associated landscaping of the garden would be appropriate in scale and design and would not have an adverse impact on the streetscene, the host building or the character or appearance of the conservation area.

The replacement conservatory in contemporary style would be a clearly modern addition and is considered appropriate in terms of design, materials, and scale and its impact on the character of the conservation area. The basement extension would be 1m higher than natural ground level at the rear of the building, and would have an acceptable impact on the host building and the conservation area in terms of its scale, materials and detailed design.

The removal of an Amelanchier tree in the front garden and a Cherry tree in the rear garden are considered acceptable provided replacement trees are provided, which shall be required by condition. The arboricultural method statement and tree protection plan submitted have been reviewed by the Council's Trees officers who consider the documents to be sufficient to demonstrate that the retained trees will be adequately protected throughout the development.

The new terrace and access steps from the ground floor level would not introduce overlooking of adjoining properties by virtue of its height and location. The new party wall adjacent the conservatory would not have significant adverse effect on amenity due to the existing neighbouring extension. Due to the site's location and the nature of the development, a construction management plan is required to ensure that transport and residential amenity impacts of the construction phase can be mitigated against. A CMP and support contribution of £3,136 will therefore be secured as section 106 planning obligations. The CMP shall be approved by the Council prior to construction commencing on site. Subject to the CMP, the proposed works are therefore not considered to result in undue loss of residential amenity in line with Policy A1.

The public highway directly adjacent to the site is also likely to sustain damage as a direct result of the development. A highways contribution of £5,000 will be secured as a section 106 planning obligation.

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 Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

The planning and appeal history of the site has been taken into account when coming to this decision. No objections were received prior to making this decision. The CAAC's concerns will be addressed through landscaping conditions.

The proposed development is in general accordance with the Camden Local Plan 2017, with particular regard to policies A1, A2, A3, A5, D1 and D2. The proposed development also accords with the London Plan 2016, and the National Planning Policy Framework 2012.

- 2 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £7,60 (152 sqm x £50) for the Mayor's CIL and £76,000 (152 sqm x £500 using the relevant rate for uplift in that type of floorspace) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 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.

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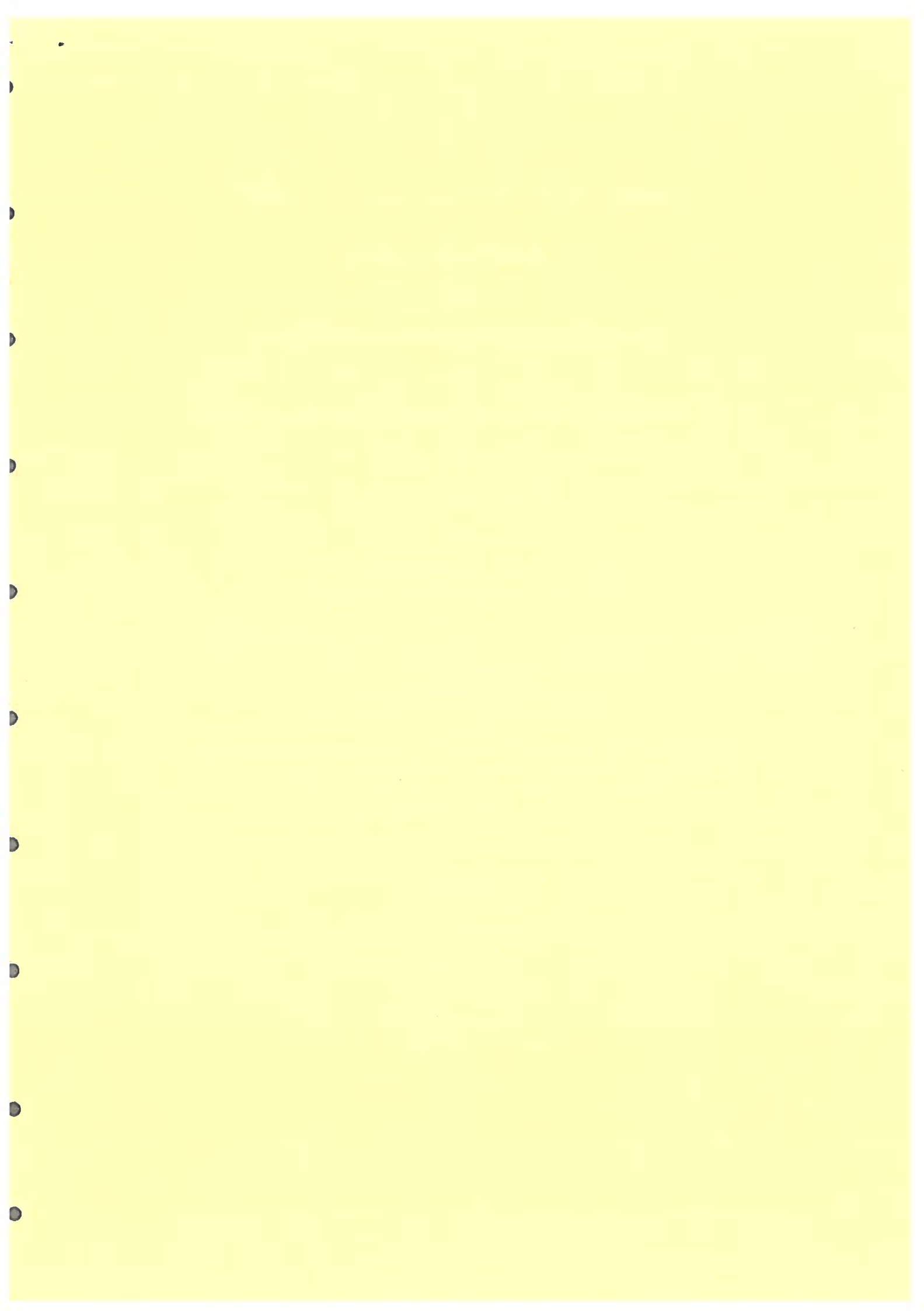
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DECISION





DATED

25 January

2019
~~2018~~

(1) RECTANGLE LIMITED

and

(2) THREE ETON AVENUE MANAGEMENT LIMITED

and

(3) TAMAS GABOR HAIMAN and FATMA TUGBA UNKAN HAIMAN

and

(4) HSBC UK BANK PLC

and

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

A G R E E M E N T

relating to land known as

3 ETON AVENUE, LONDON NW3 3EL

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.1800.705