

DATED 26 March 2019

(1) PAUL TASOU also known as PAVLOS TASOU, PETER TASOU also known as PANAYIOTOS TASOU, ANDREW TASOU also known as ANDREAS TASOU, and THOMAS TASOU also known as CHRYSOSTOMOS TASOU

and

(2) HANDELSBANKEN PLC

and

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

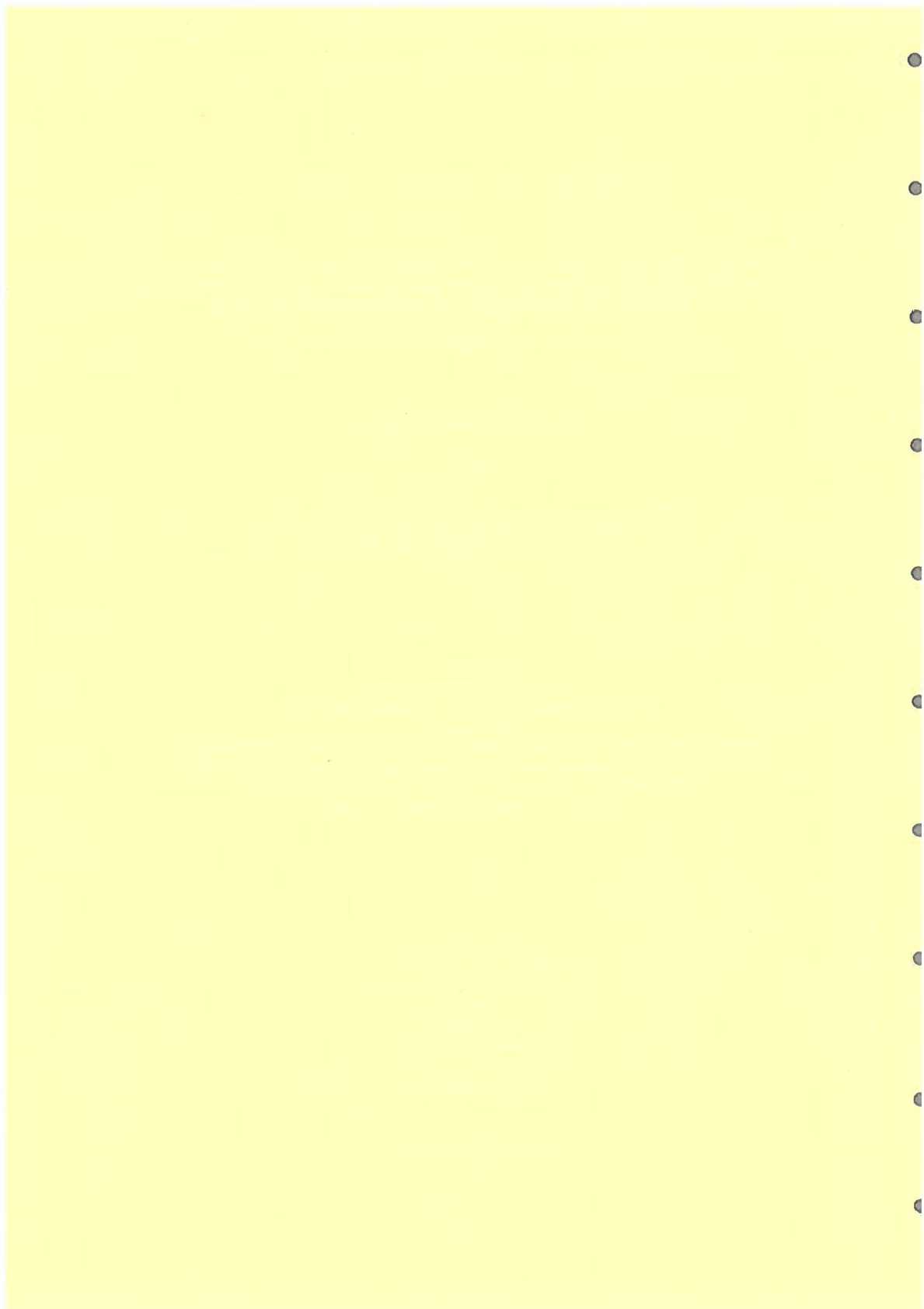
**A G R E E M E N T**

relating to land known as  
9 WOODCHURCH ROAD, LONDON, NW6 3PL  
pursuant to  
Section 106 of the Town and Country Planning Act 1990 (as amended);  
Section 16 of the Greater London Council (General Powers) Act 1974;  
Section 111 of the Local Government Act 1972; and  
Section 1(1) of the Localism Act 2011

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

Tel: 020 7974 5680

CLS/COM/LD/1800.929  
Final



**THIS AGREEMENT** is made the 26<sup>th</sup> day of March 2019

**B E T W E E N:**

- A. **PAUL TASOU also known as PAVLOS TASOU, PETER TASOU also known as PANAYIOTOS TASOU, ANDREW TASOU also known as ANDREAS TASOU, and THOMAS TASOU also known as CHRYSOSTOMOS TASOU** of 55 Sunningdale Road, Scunthorpe, South Humberside (hereinafter called "the Owner") of the first part
- B. **HANDELSBANKEN PLC** a company incorporated in England and Wales with company number 11305395 and whose registered office is at 3 Thomas More Square, London E1W 1WY and of 101 Barbirolli Square, Manchester M2 3BG (hereinafter called "the Mortgagee") of the second part
- C. **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 264865 subject to a charge to the Mortgagee.
- 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 31 August 2018 and the Council resolved to grant permission conditionally under reference number 2018/3266/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 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.

1.5 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 264865 and dated 16 July 2015 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"	Conversion of 1 x studio flat (9A Woodchurch Road) and 1 x bedsit (Flat 1, 9 Woodchurch Road) into 1 x 1 bed flat at ground floor level including erection of rear extension and raised patio and alterations to side fenestration as shown as EX01 Rev. C; EX02; EX03 Rev. A; EX04; EX05; EX06; EX07; OS.01; PP.01 Rev. E; PP.02 Rev. B; PP.03 Rev. D; PP.04; PP.05 Rev. B; PP.06 Rev. A; PP.07 Rev. A; Design and Access Statement Rev. A (prepared by Tasou Associates, received 31/08/2018).
2.4	"the Implementation Date"	the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.5	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.6	"the Parties"	mean the Council the Owner and the Mortgagee



2.7	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 31 August 2018 for which a resolution to grant permission has been passed conditionally under reference number 2018/3266/P subject to conclusion of this Agreement
2.8	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
2.9	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.10	"the Property"	the land known as 9 Woodchurch Road, London, NW6 3PL the same as shown shaded grey on the plan annexed hereto
2.11	"Residents Parking Bay"	a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
2.12	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

**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.
- 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 and 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

- 4.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

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

4.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 and 4.2 in this Agreement shall continue to have effect in perpetuity.

4.4 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 and 4.2 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 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 2018/3266/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.

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2018/3266/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**

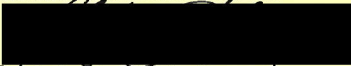
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

**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**  
**PAUL TASOU also known as PAVLOS TASOU** )  
**in the presence of:** )



.....  
Witness Signature



Witness Name: SAM ASFDOWN.

Address: 54 ICELAND WHARF, LONDON, SE16 7AB.

Occupation: ARCHITECTURAL ASSISTANT.

**EXECUTED AS A DEED BY**  
**PETER TASOU also known as PANAYIOTOS TASOU** )  
**in the presence of:** )



.....  
Witness Signature



Witness Name:

GEORGE MAPPORAS

Address:

46 ASHBY RD

SCW THORPE N LINES

Occupation:

RESTAURANTEUR

THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO 9  
WOODCHURCH ROAD, LONDON, NW6 3PL

EXECUTED AS A DEED BY )  
ANDREW TASOU also known as ANDREAS TASOU )  
in the presence of: )



.....  
Witness Signature

Witness Name:

GEORGE MAPPOUEAN

Address:

46 ASHBY RD

Occupation:

SCUNTHORPE N Lincs

RESTAURANTEUR

EXECUTED AS A DEED BY )  
THOMAS TASOU also known as CHRYSOSTOMOS TASOU )  
in the presence of: )

.....  
Witness Signature

Witness Name: ELENI MERTZIDI

Address: 21 Cross Road, 7 Cumberland Court, CR0 6TE

Occupation: Architectural Assistant.

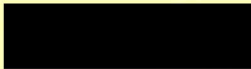
SIGNED AS A DEED BY DARREN FRETWELL,  
Corporate Account Manager And IAIN MUNDELL,  
Account Manager Support as attorneys  
for HANDLESBANKEN PLC:



DARREN FRETWELL as attorney for Handelsbanken plc

In the presence of:

Signature of witness



THIS IS A CONTINUATION OF THE SECTION 106 AGREEMENT IN RELATION TO 9  
WOODCHURCH ROAD, LONDON, NW6 3PL

Name of witness (Block Capitals) LYDIA WESTLEY

Address of witness

Handelsbanken  
Suite C, The Point  
Welbeck Road, West Bridgford  
Nottingham NG2 7QW

Occupation of witness

BANK OFFICIAL

..... [REDACTED]

IAN MUNDELL as attorney for Handelsbanken plc

In the presence of:

Signature of witness

[REDACTED]

Name of witness (Block Capitals) LYDIA WESTLEY

Address of witness

Handelsbanken  
Suite C, The Point  
Welbeck Road, West Bridgford  
Nottingham NG2 7QW

Occupation of witness

BANK OFFICIAL

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

..... [REDACTED] .....

Authorised Signatory





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

Tel 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Tasou Associates Limited  
4 Amwell Street  
London  
EC1R 1UQ

Application Ref: 2018/3266/P

04 February 2019

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:  
**9 Woodchurch Road**  
London  
NW6 3PL

**PROPOSAL**  
Proposal:

**DECISION**  
Conversion of 1 x studio flat (9A Woodchurch Road) and 1 x bedsit (Flat 1, 9 Woodchurch Road) into 1 x 1 bed flat at ground floor level including erection of rear extension and raised patio and alterations to side fenestration.

Drawing Nos: EX01 Rev. C; EX02; EX03 Rev. A; EX04; EX05; EX06; EX07; OS.01; PP.01 Rev. E; PP.02 Rev. B; PP.03 Rev. D; PP.04; PP.05 Rev. B; PP.06 Rev. A; PP.07 Rev. A; Design and Access Statement Rev. A (prepared by Tasou Associates, received 31/08/2018).

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):



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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans EX.01 Rev. C; EX.02; EX.03 Rev. A; EX.04; EX.05; EX.06; EX.07; OS.01; PP.01 Rev. E; PP.02 Rev. B; PP.03 Rev. D; PP.04; PP.05 Rev. B; PP.06 Rev. A; PP.07 Rev. A; Design and Access Statement Rev. A (prepared by Tasou Associates, received 31/08/2018).

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

- 4 Prior to occupation, 2 secure and covered cycle spaces shall be provided, and permanently retained thereafter.

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

- 5 No works shall be undertaken to the existing communal ground floor shower until the new relocated communal shower, as shown on the approved plans, has been installed and is fully operational.

Reason: To secure appropriate continued access for disabled people, older people and others with mobility constraints in accordance with the requirements of policy C6 of the London Borough of Camden Local Plan 2017.

**Informative(s):**

- 1 Reasons for granting permission.

The proposed conversion of 1 x studio flat (28sqm) and 1 x bedsit (27sqm) to form a 1-bed self-contained flat (63sqm including rear extension of 11sqm and an additional 11sqm of private amenity space) would improve the living accommodation at this property. The existing accommodation provided by the bedsit and studio flat does not meet housing standards and as such, the loss of the bedsit is justified in accordance with policy H10. Planning permission was also

Executive Director Supporting Communities



previously granted for the conversion of the bedsit and with the erection of a single storey rear extension on 02015/2119/P. The revised proposals would retain a ground floor level for use by the 2 x remaining ground floor bedrooms acceptable. To ensure that a communal shower at ground level at all times, a condition will be added to ensure that the shower is installed and operational prior to the removal of the existing shower.

The new residential unit will be required to be car-free and a space will be allowed for future residents of the unit, in order to comply with the Act. This will be secured by a s106 legal agreement. 2 x cycle parking spaces will be provided for the new dwelling. Whilst no spaces are available on the site, a condition will be added to ensure their provision prior to occupation of the new unit.

The proposed single storey rear extension would replace a rear extension of the same depth and would have a height of 3.5m with a flat roof, 0.1m higher than the existing. The extension would match the host building, but would have a contemporary powder-coated aluminium sliding doors to the rear. The extension is visible from the public realm and would still allow for the retention of a large rear garden. Although the extension would add some bulk to the rear elevation in terms of increasing the width of the existing rear projection, it is considered that the extension would remain subordinate to the host building in terms of design, form and scale. Overall, the proposal would respect and preserve the design and proportions of the host building and the character and appearance of the South Hampstead Conservation Area.

It is not considered that the proposed extension would have a detrimental impact on the amenity of neighbouring occupiers in terms of loss of daylight, sunlight, outlook or privacy, as the proposed extension would be set away at least 4m from the side boundary walls. Following negotiation, the proposed rooflights to be inserted into the flat roof of the extension have been repositioned so that they would be set at least 1m away from the main rear building line and the first floor windows above. This is considered acceptable to ensure that the proposal would not result in light pollution through light spillage to the occupiers of the first floor flat above.

One objection was received prior to making this decision, and the supporting consultation summary addresses these comments. The planning history of the site and surrounding area were taken into account when coming to this decision.

Special attention has been paid to the desirability of preserving or enhancing the character or appearance of the Conservation Area, under s.72 of the Planning (Listed Buildings and Conservation Area) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies G1, A1, D1, D2, H3 and H10 of the Camden Local Plan 2017. The proposed development also accords with policies of the London Plan 2016 and of the National Planning

Policy Framework 2018.

- 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.

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.

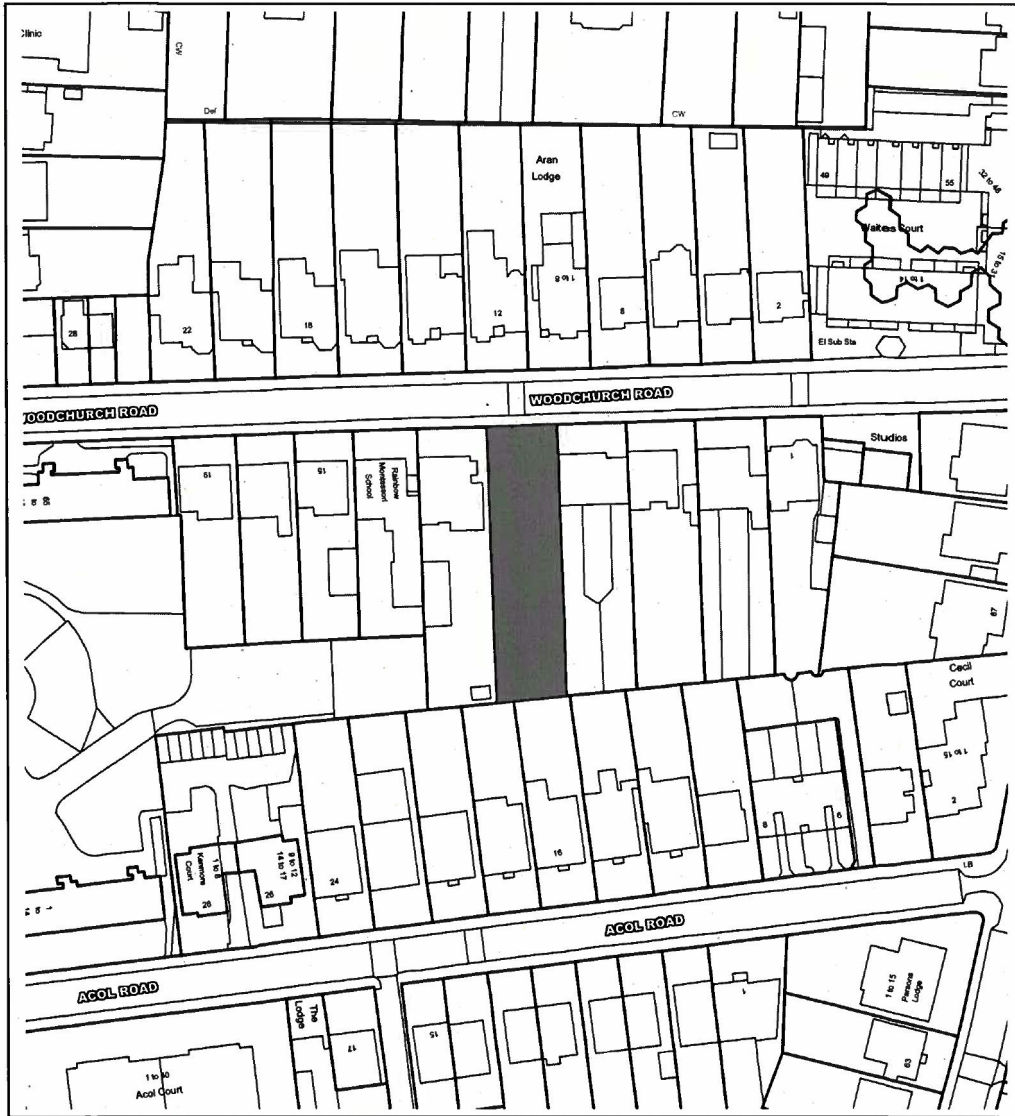
Yours faithfully

Supporting Communities Directorate

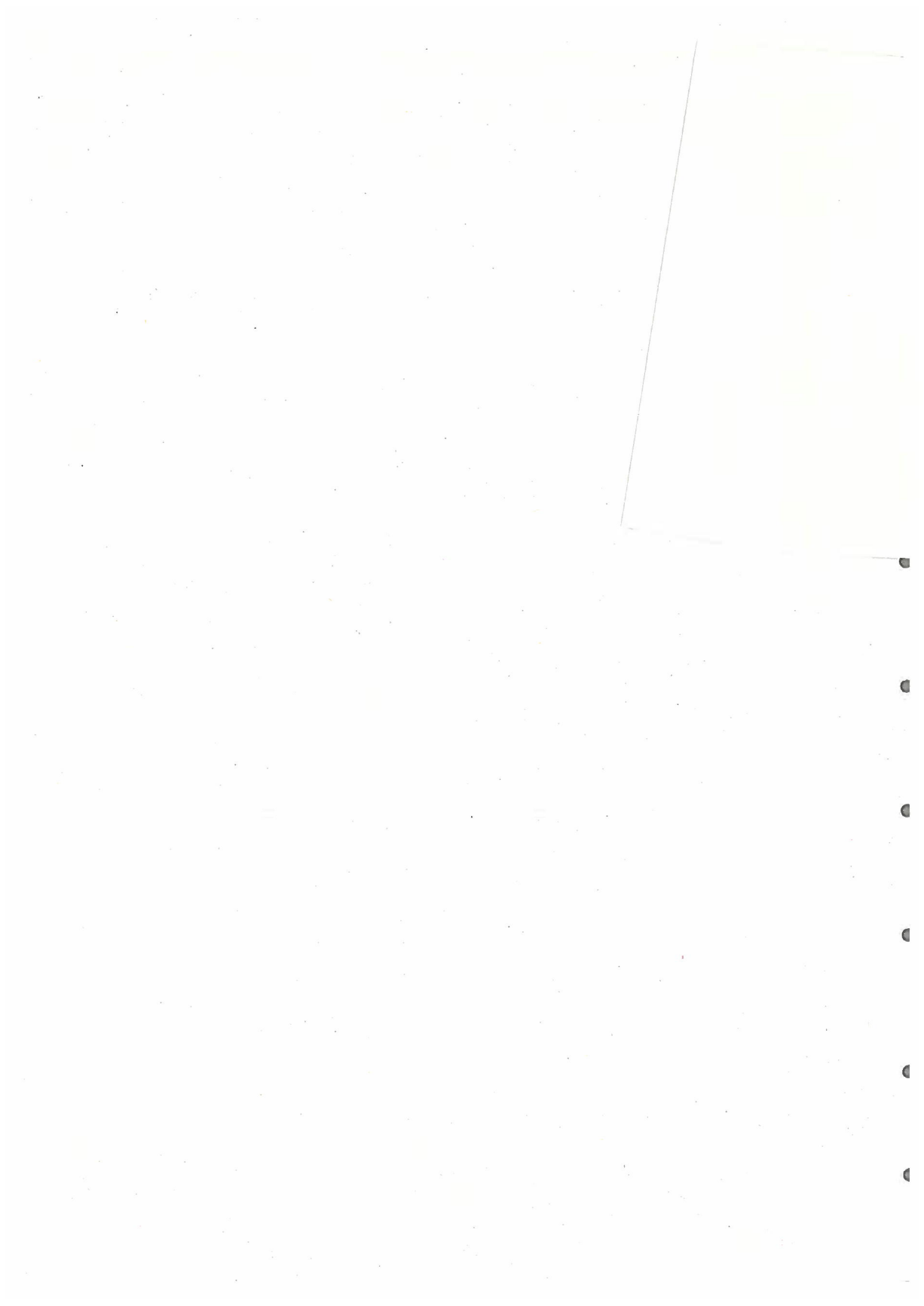
**DECISION**

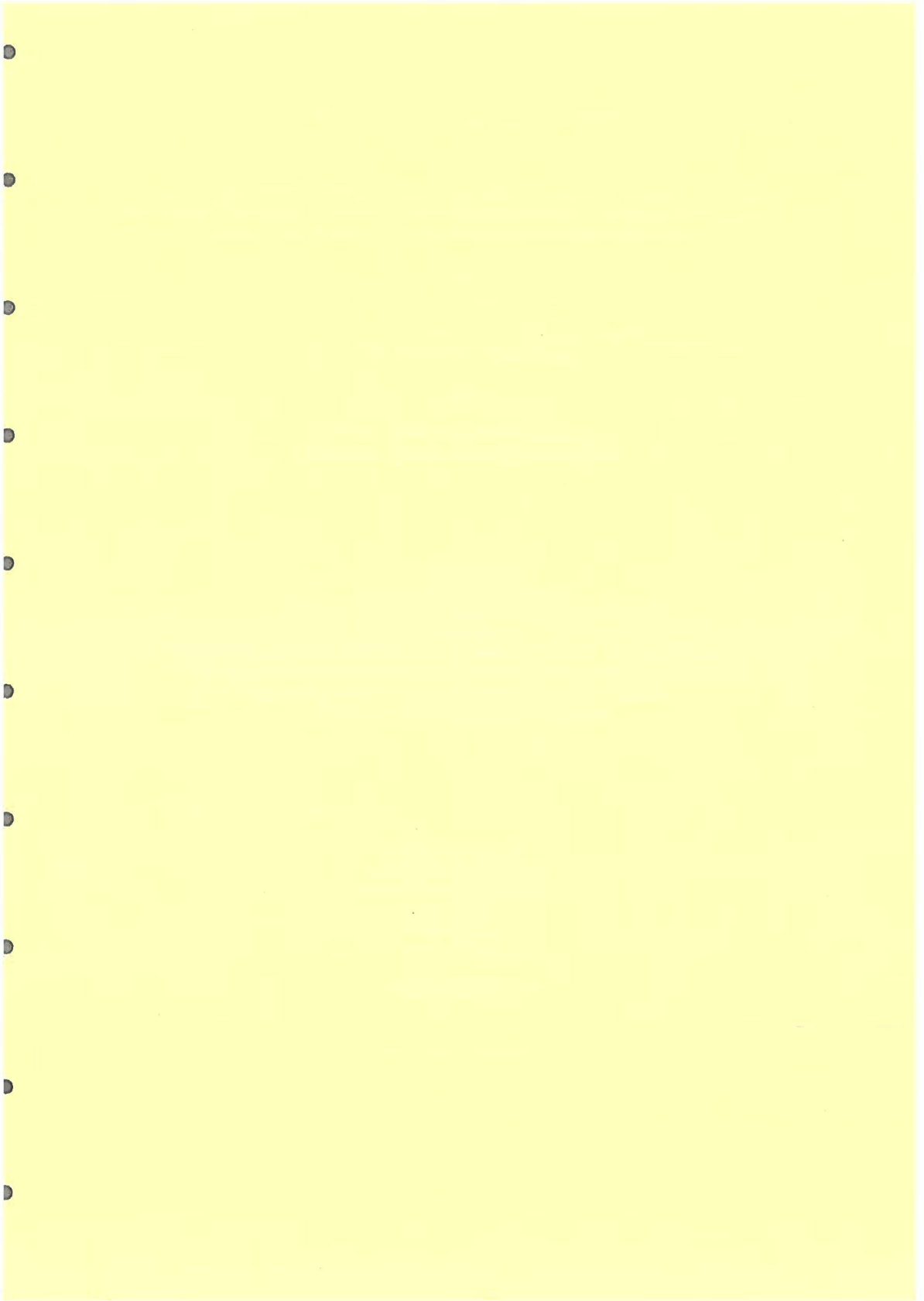
Executive Director Supporting Communities

# NORTHGATE SE GIS Print Template



This material has been reproduced from Ordnance Survey digital map data with the permission of the controller of Her Majesty's Stationery Office, © Crown Copyright.







DATED 26 March 2019

**(1) PAUL TASOU also known as PAVLOS TASOU, PETER TASOU also known as PANAYIOTOS TASOU, ANDREW TASOU also known as ANDREAS TASOU, and THOMAS TASOU also known as CHRYSOSTOMOS TASOU**

and

**(2) HANDELSBANKEN 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

**9 WOODCHURCH ROAD, LONDON, NW6 3PL**

pursuant to

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

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

**Section 111 of the Local Government Act 1972; and**

**Section 1(1) of the Localism Act 2011**

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

**Tel: 020 7974 5680**

CLS/COM/LD/1800.929  
Final