

SR

RECEIVED 04 MAY 2005



Development Control
Planning Services
London Borough of Camden
Town Hall
Argyle Street
London WC1H 8ND

Tel 020 7278 4444
Fax 020 7974 1975
Textlink 020 7974 6866

env devcon@camden.gov.uk
www.camden.gov.uk/planning

J G Prdeaux
40 Weald Rise
Harrow Weald
Middx
HA3 7DG

Application Ref **2004/5399/P** 5399/1004
Please ask for **Marilet Swanepoel**
Telephone 020 7974 2717

19 April 2005

Dear Sir/Madam

DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address
1 Narcissus Road
London
NW6 1TJ

Proposal

The excavation and conversion of the basement to form a 2-bedroom self-contained flat incorporating the erection of a single storey rear extension at lower ground floor level insertion of new window in the rear elevation and 2 x new windows to the front bay window at lower ground floor level

Drawing Nos Site Location Plan Plans & Elevations Existing & Proposed Rear Elevation Front Bay Window detail Conservatory detail

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

Condition(s) and Reason(s)

- 1 The development hereby permitted must be begun not later than the end of five 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 EN1 and EN13 of the London Borough of Camden Unitary Development Plan 2000

Informative(s)

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which 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 Argyle Street WC1H 8EQ (tel 020 7974 6941)
- 2 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. The penalty for contractors undertaking noisy works outside permitted hours is a maximum fine of £5000 per offence. You are advised to consult the Council's Environmental Health Division Camden Town Hall Argyle Street WC1H (Tel No 020 7974 4444) 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

- 3 Reasons for granting permission

The proposed development is in general accordance with the policy requirements of the adopted London Borough of Camden Unitary Development Plan 2000 with particular regard to policies EN1 EN13 EN14 EN19 EN21 EN25 EN27 TR4 TR16 TR18 HG15 and HG20 and H8 (Replacement UDP 2004). For a more detailed understanding of the reasons for the granting of this planning permission please refer to the officers report

- 4 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

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information

Yours faithfully


Environment Department
(Duly authorised by the Council to sign this document)

SR

RECEIVED 04 MAY 2005

DATED

19 APRIL

2005

(1) NOEL WILLIAM DEMPSEY

and

(2) HANDF FINANCE LIMITED

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

1 NARCISSUS ROAD LONDON NW6 1TJ

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

**Alison Lowton
Director of Law & Administration
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP**

**Tel 020 7974 2463
Fax 020 7974 2962**

S plan/lr/1 Narcissus Road /s106 Agmt (CF)

THIS AGREEMENT is made the 19th day of APRIL 2005

BETWEEN

- 1 **NOEL WILLIAM DEMPSEY** of 1 Narcissus Road London NW6 1TJ (hereinafter called the Owner") of the first part
- 2 **HANDF FINANCE LIMITED** (Company Registration Number 1489012) of Handf House 3 Decima Street Tower Bridge Road London SE1 4QR (hereinafter called the Mortgagee) of the second part
- 3 **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

WHEREAS

- 1 1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 313091 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 validated by the Council on 26 January 2005 and the Council resolved to grant permission conditionally under reference number 2004/5399/P subject to conclusion of this legal Agreement
- 1 4 The Council 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 HANDF FINANCE LIMITED as Mortgagee under a legal charge registered under Title Number 313091 and dated 1 June 2004 (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 by the Planning and Compensation Act 1991) |
| 2 2 | the Agreement | this Planning Obligation made pursuant to Section 106 of the Act |
| 2 3 | the Application | a planning application in respect of the development of the Property validated by the Council on 26 January 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/5399/P subject to conclusion of this Agreement |
| 2 4 | the Development | the excavation and conversion of the basement to form a 2 bedroom self contained flat incorporating the erection of a single storey rear extension at lower ground floor level insertion of new window in the rear elevation at lower ground floor level plus a 2 x new windows to front bay at lower ground floor level as shown on drawing numbers Site location plan plans & elevations existing & proposed rear elevation front bay window detail conservatory detail |

- 2 5 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 6 Occupation Date
the first date when any part of the Development is occupied and Occupation and Occupy shall be construed accordingly
- 2 7 the Parties
mean the Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee
- 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 1 Narcissus Road London NW6 1TJ the same as shown edged in red 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 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 includes 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 or interpretation
- 3 5 It is hereby agreed between the Parties that save for the provisions of clauses 1 2 3 5 and 6 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



Application No 2004/5399/P

1 Narcissus Road

□ London

□ NW6 1TJ

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1:1250

Date
23 Mar 05

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- 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**

- 4 1 The Owner hereby covenants with the Council to ensure that prior to occupying the residential unit forming the Development each new resident 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 be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned controlled or licensed by the Council
- 4 2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4 1 above will remain permanently

5 **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5 1 Within 7 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 2004/5399/P the date upon which the residential unit forming the Development are ready for occupation
- 5 2 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 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 Forward Planning and Projects Team Planning Division Environment Department Town Hall Annex Argyle Street London WC1H 9LP quoting the planning reference number 2004/5399/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 HM Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property

6 5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything

contained or implied herein prejudice or affect any provisions rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights powers duties and obligations under all public and private statutes bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement

- 6 6 Neither the Owner nor the Mortgagee nor their successors in title nor any person deriving title from the Owner or the Mortgagee 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 6 9 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority
- 7 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at HM Land Registry as provided in Clause 6 4 hereof provided that the Mortgagee shall only be directly liable for a breach of any of the obligations contained in this Agreement during any such periods as it is a mortgagee in possession of the land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this Agreement arising

prior to it becoming mortgagee in possession of the land regardless of whether or not such pre existing breach shall continue for any period during which it is a mortgagee in possession of the land

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

IN WITNESS whereof the Council ^{AND THE MORTGAGEE} has ^{YE} caused its Common Seal ^{THEIR RESPECTIVE} to be hereunto affixed and the Owner ⁵ and the Mortgagee ^{HIS} have executed this instrument as their Deed the day and year first before written

EXECUTED as a Deed
by NOEL WILLIAM DEMPSEY
In the presence of

Noel William Dempsey

[Signature]

Witness Name *ALMA LAM*
Address *923 Finchley Road*
London NW4 7PF
Occupation *Chartered Accountant*

THE COMMON SEAL OF
~~EXECUTED as a Deed~~
By HANDF FINANCE LIMITED
~~by WAS HEREUNTO AFFIXED BY ORDER OF~~
~~in the presence of.~~

Leah B. Bourne

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

M. R.
Authorised Signatory

DATED

19 APRIL

2005

(1) NOEL WILLIAM DEMPSEY

and

(2) HANDF FINANCE LIMITED

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

1 NARCISSUS ROAD LONDON NW6 1TJ

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

Alison Lowton
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