

DATED 16th January 2024/5

(1) ALENMO UK LIMITED

and

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

A G R E E M E N T
relating to land known as
244 Kilburn High Road
London
Camden
NW6 2BS

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

G:\case files\culture & env\planning\JO\s106 Agreements\244 Kilburn High Road (CF, CMP, CB)
CLS/COM/JO/977688
s106 FINAL

THIS AGREEMENT is made the 16th day of January 2024/5

BETWEEN:

- A. **ALENMO UK LIMITED** (Co. Regn. No. 14627494) whose registered office is at 244a Kilburn High Road, London, England, United Kingdom, NW6 2BS (hereinafter called "the Owner") of the first part
- B. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL810829
- 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 11th August 2023 and the Council resolved to grant permission conditionally under reference number 2023/3323/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.

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"	<p>a plan setting out the measures that the Owner will adopt in undertaking any demolition of the Existing Buildings and 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):-</p> <p>(a) 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;</p> <p>(b) proposals to ensure the protection and preservation of the listed building during the Construction Phase;</p> <p>(c) proposals to ensure there are no adverse effects on</p>

		<p>the Conservation Area features</p> <p>(d) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(e) 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);</p> <p>(f) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>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</p>
2.5	"the Construction Management Plan Bond"	the sum of £8,000 (eight thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be used by the Council in the event of the Council undertaking actions to remedy a breach of the Construction Management Plan following the procedures set out in clause 4.3 but for the avoidance of doubt not to be used towards the cost of the verification of proper operation of the approved Construction Management Plan.
2.6	the Construction Management Plan Implementation Support Contribution"	the sum of £4,194 (four thousand one hundred and ninety four 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

2.7	"the Construction Phase"	<p>the whole period between</p> <p>(a) the Implementation Date and</p> <p>(b) the date of issue of the Certificate of Practical Completion</p> <p>and for the avoidance of doubt includes the demolition of any the Existing Buildings</p>
2.8	"the Council's Considerate Contractor Manual"	<p>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</p>
2.9	"the Development"	<p>erection of single storey extension at 4th floor level of existing building with associated terrace and extension to the associated stair and lift core at the rear to provide a new residential unit (C3 Use Class). as shown on drawing numbers:- A100_1; A100_2; A101; A102; A103; A104; A105; A106; A107; A108 Rev A; A109 Rev A; A110 Rev A; Accessibility Statement (Arch Planning and Licensing).</p>
2.10	"the Existing Buildings"	<p>the buildings existing on the Property as at the date of this Agreement</p>
2.11	"the Implementation Date"	<p>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</p>
2.12	"Occupation Date"	<p>the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly</p>
2.13	"the Parties"	<p>mean the Council the Owner</p>
2.14	"the Planning Application"	<p>a planning application in respect of the development of the Property submitted to the Council and validated on 11th August 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/3323/P subject to conclusion of this Agreement</p>
2.15	"Planning Obligations"	<p>a planning officer of the Council from time to time allocated</p>

	Monitoring Officer"	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 244 Kilburn High Road London NW6 2BS the same as shown shaded grey <i>green</i> on the plan annexed hereto
2.18	"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
2.19	"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

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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 or 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.

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 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.

4.1.2 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).

4.1.3 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.

4.2 CONSTRUCTION MANAGEMENT PLAN

4.2.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction Management Plan.

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

- (a) received the Construction Management Plan Implementation Support Contribution in full; and
- (b) approved the Construction Management Plan as demonstrated by written notice to that effect.

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

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

4.3 CONSTRUCTION MANAGEMENT PLAN BOND

4.3.1 On or prior to the Implementation Date to pay to the Council the Construction Management Plan Bond in full.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has received the Construction Management Plan Bond in full.

4.3.3 Following Implementation and in the event that the Council investigates and finds that there is a breach of the approved Construction Management Plan the Council will notify the Owner giving notice of the details of the breach.

4.3.4 The Owner must once notified by the Council in accordance with Clause 4.3.3 acknowledge the notice within 24 hours of being notified and:

(a) where a breach is acknowledged take such action as necessary to successfully remediate the breach within three working days of receipt of the notice or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances as set out in the notice, to the written satisfaction of the Council (Provided That such written satisfaction may be provided after the relevant notice period); or

(b) where a breach is disputed provide the Council with a written response with its acknowledgement and if on review of that response the Council still considers a breach to subsist to take such action as necessary to successfully remediate the breach within two working days of receipt of the Council's further notification or in the event of there being safety concerns or a repeat breach such lesser period as may be reasonable in the circumstances to the written satisfaction of the Council (Provided That such written satisfaction may be provided after that two working day period).

- 4.3.5 In the event the Owner does not comply with the obligations in 4.3.4 (a) or (b) the Council may take action to execute or complete the relevant part or parts of the approved Construction Management Plan specified in the notice served under clause 4.3.3 by its own employees or by contractors or take any other action necessary to investigate and/ or enforce compliance with the approved Construction Management Plan and recover its reasonable and proper costs in connection with and/or arising from the carrying out of such actions from the Construction Management Plan Bond up to the maximum sum of the Construction Management Plan Bond.
- 4.3.6 The Owner shall notify the Council of completion of the Construction Phase and Occupation of the Development and within twenty eight (28) days of that notification the Council shall repay to the Owner the Construction Management Plan Bond less any deductions properly made under clause 4.3.5.

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 2023/3323/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 2023/3323/P.
- 5.7 Payment of any 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 2023/3323/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN 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 Office for National Statistics 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 2023/3323/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 and its monitoring fees on or prior to the date of completion of the Agreement .
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 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 have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
ALENMO UK LIMITED)
acting by a Director)

Mishal Alsaad)
.....)
Director)
in the presence of)

.....)
Witness Signature)
Witness Name:)
Address:)
Occupation)

Abolfazl Kermani
8 HOWARD WALK
LONDON N2 0HB
ESTATE AGENT

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

.....)
Authorised Signatory)
.....)



JUDITH KNIGHT

SCHEDULE:

CONTINUATION OF S106 AGREEMENT RELATING TO 244 KILBURN HIGH ROAD

**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>
<https://www.camden.gov.uk/about-construction-management-plans?inheritRedirect=true>

Please use the Minimum Requirements (also available on the Council's website) 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

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

Phone: 020 7974 4444

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

Application ref: 2023/3323/P
Contact: Sarah White
Tel: 020 7974 5213
Date: 6 August 2024

ARCHPL LTD
400 WEST GREEN ROAD
HARINGEY
LONDON
N15 3PX

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:
244 Kilburn High Road
London
Camden
NW6 2BS

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Proposal:

Erection of single storey extension at 4th floor level of existing building with associated terrace and extension to the associated stair and lift core at the rear to provide a new residential unit (C3 Use Class).

Drawing Nos: A100_1; A100_2; A101; A102; A103; A104; A105; A106; A107; A108 Rev A; A109 Rev A; A110 Rev A; Accessibility Statement (Arch Planning and Licensing).

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:

A100_1; A100_2; A101; A102; A103; A104; A105; A106; A107; A108 Rev A; A109 Rev A; A110 Rev A; Accessibility Statement (Arch Planning and Licensing).

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 of the London Borough of Camden Local Plan 2017.

- 4 Prior to 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) Details including sections at 1:10 of all windows (including jambs, head and cill);

b) Manufacturer's specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site).

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 dwelling 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 commencement of development , full details in respect of the living roof on the roof of the proposed single storey roof extension shall be submitted to and approved by the local planning authority. The details shall include
- i. a detailed scheme of maintenance
 - ii. sections at a scale of 1:20 with manufacturers details demonstrating the construction and materials used
 - iii. full details of planting species and density

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with Policies G1, CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan 2017.

- 7 The flat roofs, apart from those shown on the approved plans as external terraces, shall not be used as external emnity space and shall be accessed for maintenance purposes only.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of Policies A1 and D1 of the London Borough of Camden Local Plan 2017.

- 8 The dwelling hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2). Evidence demonstrating compliance should be submitted to and approved by the Local Planning Authority prior to occupation.

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time in accordance with the requirements of policy C6 of the London Borough of Camden Local Plan (2017).

Informative(s):

1 Reasons for granting permission:

Housing

Housing is regarded as the priority land-use of the Development Plan, and the Council will make housing its top priority when considering the future of unused and underused land and buildings. As such the provision of new residential accommodation is compliant with policy H1 providing it meets the Council's residential development standards and does not harm local amenity.

The proposal would provide a 1 x 3 bed/4 person flat which is considered to comply with the policy H7 which encourages a range of different unit sizes.

The Nationally Described Housing Standards require 3b 4p dwellings to have a minimum GIA of 74 sq. m. The proposal more than meets these requirements providing 88.6 sq. m (GIA) of habitable floorspace and provides generous sized living accommodation. The new flat is considered acceptable in terms of its size and layout. The windows mainly face north and southwest and provide a reasonable level of outlook and access to sunlight/daylight. An adequately sized private external amenity space would be provided in the form of a terrace at the front of the property. Although the proposal would create a new residential unit, it would not exceed 100 sq. m (GIA) of new residential floorspace. Therefore, there is no requirement to provide a contribution to affordable housing.

Design

The existing building is a modern building constructed in the early 2000's. In 2009 planning permission was granted for an additional 4th floor to the 3-storey building to provide additional residential accommodation however the extension was not built. The building is not of any significant architectural or historic merit. The neighbouring buildings at 242 and 246-248 (new build) have constructed, or recently secured permission for, single storey upwards extensions which are set back from the front elevation to provide outdoor amenity space. The proposal follows these examples and would introduce a stepped roof profile when viewed from the street. The principle of the single storey extension at roof level is considered acceptable. The front elevation would be setback to achieve a 1.5m setback which is generally in line with the neighbouring properties and is considered acceptable. The windows the doors fronting onto the terrace would follow the proportions of the window openings below and would be considered acceptable. The terrace would be screened from the street by the front brick parapet that would be increased by 0.5m in height that would reinforce the stepped nature of the front elevations in line with no. 246-248 and no. 242. The extension would be clad in aluminium cladding with a natural copper colour finish which provides a warmer metallic finish than the silver-coloured aluminium cladding that was originally proposed. To ensure the use of high-quality materials a condition will be added requiring details and samples of the cladding, and window frames. A condition would also be included to ensure details of the green roof are submitted.

2 Amenity

Policy A1 and the guidance set out in CPG Amenity seeks to protect the quality of life of neighbours from development. It also states that development should be designed to protect the privacy of both new and existing dwellings to a reasonable degree. Spaces that are overlooked lack privacy. Therefore, new buildings, extensions, roof terraces, balconies and the location of new windows should be carefully designed to avoid overlooking.

The extension would be constructed adjacent to the flank elevation of 242 that includes three window openings and would partially screen daylight and outlook from these windows. The windows in the side elevation of no. 242 are secondary windows that serve a living/kitchen/diner and a bedroom. The habitable rooms are served by two windows that front onto Kilburn High Road and two windows that face to the rear towards Kilburn Grange Park. These principle windows would remain unaffected by the proposal. Consequently, the proposal would not be considered to have an unacceptable adverse impact on the daylight, sunlight, or outlook to no. 242. The proposal would also have an acceptable relationship with the neighbouring flats in no. 246-248 which is currently under construction. Due to the height of the existing building and the location of the neighbouring buildings, the daylight and sunlight to the windows in the rear elevation of the flats in the lower floors of the development are already severely constrained. Due to the size, footprint, and scale of the proposed extension the daylight would not be further compromised to the flats in the lower floors and would be considered acceptable. The same would be true of the existing rear elevation bedrooms adjacent to the lift shaft within the application property. These windows already experience severely constrained access to daylight and sunlight, therefore whilst the extension of the lift shaft would slightly reduce the daylight and sunlight received by the third-floor unit, it would be no further compromised to the flats in the lower floors and thus would be considered acceptable on balance.

Windows in the front and rear elevation of the extension would not increase overlooking to the neighbouring properties than already exists. Views into and out of the external terrace at the front of the extension would be screened by the parapet that would be increased in height by 0.5m. Consequently, the proposal would not have an adverse impact on the amenity of the neighbouring properties in terms of overlooking. A condition would be attached to ensure that the areas of flat roof would not be used as roof terraces.

Transport

The new flat would be required to be car-free that would be secured by s106 legal agreement which restricts the ability of residents to apply for on-street parking permits. Given that future occupiers will not be able to apply for on-street parking, the proposal would not result in any additional impact on the surrounding on-street parking provision.

The proposal would require two new cycle spaces for all units with two or more bedrooms. The existing ground floor of the building covers the entire site with no outdoor space for cycle storage available. The proposed plans show two cycle spaces

in the entrance hallway at ground floor level. Although this is not ideal there would be space within the flat itself to store bikes with lift provision from ground to 4th floor level. Taking into consideration the physical constraints of the site this is considered acceptable.

- 3 Whilst the proposed development is relatively modest in scale, it is considered that given its location amidst a sensitive residential area, and current construction being undertaken at the neighbouring site at 246-248, it would be prudent to secure a Construction Management Plan (CMP) via a section 106 Agreement. A CMP should be submitted once a principal contractor has been appointed and prior to any development commencing on site. The CMP should also be subject to consultation with the occupants of neighbouring properties as necessary. An associated Implementation Support Contribution of £4,194 and Impact Bond of £8,000 would also be secured by s106 legal agreement.

There is a secure refuse storage at the rear of the site for the existing flats that is accessed from Grangeway. The new flat would also have access to this refuse storage area and would be considered acceptable.

Sustainability

Given the scale of the development there is no requirement for a sustainability or energy statement, nonetheless it would need to fully comply with the relevant building regulations. All new build dwellings are required to achieve 110 litres, per person, per day (including 5 litres for external water use). This would be secured by condition.

The Energy Efficiency and Adaptation CPG advises that all developments (including minor developments) should incorporate green/blue roofs or brown roofs. The roofs of the new extensions are considered appropriate to incorporate a green/blue roof to create wildlife habitats, improve biodiversity and reduce localised surface water flooding. A condition would be attached to secure this as well as the details.

The proposal will be liable for both the Mayor of London's CIL and Camden's CIL as the development involves the creation of new dwellings. The CIL will be collected by Camden and an informative will be attached advising the applicant of the CIL requirement.

No representations were received in response to the public consultation undertaken. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

The proposed development is in general accordance with policies H1, H2, H6, H7, C4, C5, A1, A3, A4, D1, D6, CC1, CC2, CC3, CC4, CC5, T1, T2, T3, T2 and DM1 of the Camden Local Plan 2017. Furthermore, the proposed development is in general accordance with the London Plan 2021 and the National Planning Policy Framework 2023.

- 4 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).
- 5 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 6 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 7 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at <https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.
- 8 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at www.camden.gov.uk/cil for more information, including guidance on your liability, charges, how to pay and who to

contact for more advice. Camden adopted new CIL rates in October 2020 which can be viewed at the above link.

- 9 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.
- 10 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 paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate

244 Kilburn High Road

