

DATED

6th March.

2025

(1) AXIS MALDEN ROAD LIMITED

and

(2) LENDCO 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
118 MALDEN ROAD LONDON NW5 4BY

pursuant to
**Section 106 of the Town and Country Planning Act 1990 (as amended);
s278 of the Highways Act 1980;
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 3935

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THIS AGREEMENT is made the

6th

day of

March

2025

BETWEEN:

- A. **AXIS MALDEN ROAD LIMITED** (Co. Regn. No. 13414416) whose registered office is at 2nd Floor, Gadd House, Arcadia Avenue, London N3 2JU (hereinafter called "the Owner") of the first part
- B. **LENDCO LIMITED** (Co. Regn. No. 11177105) whose registered office is at 33 Gracechurch Street, London EC3V 0BT (hereinafter called "the Mortgagee") of 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 Numbers LN23989, subject to a charge to the Mortgagee, and BB26073 and Title possessory under Title Number BB20205, ^{SB} subject

^{SB} 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 1 December 2023 and the Council resolved to grant permission conditionally under reference number 2023/5113/P subject to the conclusion of this legal Agreement.

1.4 The Council is the local planning authority for the purposes of the Act, is the Highway Authority for the purposes of s278 of the Highways Act 1980 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 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN23989 and dated 30 November 2023, ~~is willing to enter into this Agreement to give its consent to the same.~~ ^{RB} and Title Number BB20205 dated 24 October 2024, ~~is willing to enter into this Agreement to give its consent to the same.~~ ^{RB}

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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £44,800.00 (forty four thousand eight hundred 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 towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Bike Hanger Contribution"	the sum of £5,760.00 (five thousand seven hundred and sixty 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 towards the

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 The Council is satisfied that the Highway Works to be undertaken pursuant to this Agreement are of benefit to the public.

1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number LN23989 and dated 30 November 2023 is willing to enter into this Agreement to give its consent to the same.

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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)
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2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.5	"the Bike Hanger Contribution"	the sum of £5,760.00 (five thousand seven hundred and sixty 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 towards the

		provision of a bike hanger on the Public Highway in the vicinity of the Development
2.6	"the Certificate of Practical Completion"	the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
2.7	"Construction Management Plan"	<p>a plan setting out the measures that the Owner will adopt in undertaking the 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 Third 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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;</p> <p>(c) 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</p>

		<p>normal traffic arrangements (if any);</p> <p>(d) the inclusion of a waste management strategy for handling and disposing of construction waste; and</p> <p>(e) 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>
2.8	"the Construction Management Plan Bond"	the sum of £8,000.00 (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 4.5
2.9	"the Construction Management Plan Implementation Support Contribution"	the sum of £4,194.00 (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
2.10	"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 the Existing Buildings</p>
2.11	"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
2.12	"the Development"	reconstruction of existing building to form a new part

		<p>four/part two-storey building providing four self-contained residential units (Class C3), including the creation of new basement floor space as shown on drawing numbers:- Location Plan; 118MR/FP/OS Rev A; 118MR/FP/BP Rev A; 118MR/FP/P1 Rev A; 118MR/FP/P2 Rev A; 118MR/FP/P3 Rev A; 118MR/FP/P4 Rev A; 118MR/FP/P5 Rev A; 118MR/FP/E6 Rev A; 118MR/FP/P7 Rev A (Side Elevation); 118MR/FP/P7 Rev A (Section AA); 118MR/FP/P8 Rev A; 118MR/FP/P9 Rev A; 118MR/FP/P10 Rev A; 118MR/FP/P11 Rev A; 118MR/FP/P12 Rev A; 118MR/FP/P13 Rev A; 118MR/FP/P14 Rev A; 118MR/FP/A1 Rev A; 118MR/FP/A2 Rev A; 118MR/FP/A3 Rev A; 118MR/PP/OS Rev A; 118MR/PP/BP Rev A; 118MR/FP/E1/A; 118MR/FP/E2/A; 118MR/FP/E3/A; 118MR/FP/E4/A; 118MR/FP/E5/A; 118MR/FP/E6/A; 118MR/FP/D1 Rev A; 118MR/FP/D2 Rev A; 118MR/FP/D3 Rev A; 118MR/FP/D4 Rev A (Elevations 1); 118MR/FP/D4 Rev A (Elevations 2); 118MR/FP/D5 Rev A (Elevations 3); 118MR/FP/D5 Rev A (Elevations 4); 23.206-01 Rev B; 23.206-02 Rev A; 23.206-03; 23.206-04 Rev A; 23.206-05 Rev A; 23.206-06; 23.206-07 Rev A; 23.206-08; 23.206-09; 23.206-TP-01; 23.206-TP-02; 23.206-TP-03; Design Statement (William Carter); Daylight and Sunlight Report (Right of Light Consulting, 16 October 2023); Site Investigation and Basement Impact Assessment (GEA, 23 October 2023); Basement Calculation (Martin Redston Associates, August 2023); Energy and Sustainability Statement (Watt Energy and Consulting Engineers, 22 November 2023); Construction Method Statement Rev 1 (Martin Redston Associates, May 2024); SAP Calculations; Condition and Feasibility Study Version 2 (William Carter, July 2024); Whole Lifecycle Carbon Assessment (Ensphere Group, October 2024)</p>
2.13	"the Existing Buildings"	the buildings existing on the Property as at the date of this Agreement
2.14	"the Implementation	the date of implementation of the Development by the

	Date"	carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly
2.15	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.16	"the Parties"	mean the Council the Owner and the Mortgagee
2.17	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 1 December 2023 for which a resolution to grant permission has been passed conditionally under reference number 2023/5113/P subject to conclusion of this Agreement
2.18	"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
2.19	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.20	"the Property"	the land known as 118 Malden Road, London, NW5 4BY registered under the Title Numbers LN23989 and BB26073 and the vault at 118 Malden Road, London, NW5 4BY registered under the Title Number BB20205 the same as shown shaded grey on the plan annexed hereto
2.21	"the Public Highway"	any carriageway footway and/or verge maintainable at public expense
2.22	"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
2.23	"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and is also made in pursuance of Section 278 of the Highways Act 1980, 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 4.3 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 BIKE HANGER CONTRIBUTION

4.2.1 On or prior to the Implementation Date to pay to the Council the Bike Hanger Contribution in full.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Bike Hanger Contribution in full.

4.3 CAR FREE

4.3.1 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.

4.3.2 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).

- 4.3.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.3.1 and 4.3.2 in this Agreement shall continue to have effect in perpetuity.
- 4.3.4 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 4.3.1 and 4.3.2 of this Agreement.

4.4 CONSTRUCTION MANAGEMENT PLAN

- 4.4.1 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.
- 4.4.2 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.
- 4.4.3 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.

4.4.4 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.

4.5 CONSTRUCTION MANAGEMENT PLAN BOND

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

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

4.5.3 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.

4.5.4 The Owner must once notified by the Council in accordance with Clause 4.5.3 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).

4.5.5 In the event the Owner does not comply with the obligations in 4.5.4 (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 4.5.3 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.

4.5.6 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 4.5.5.

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 2023/5113/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 2023/5113/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 2023/5113/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 2023/5113/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 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 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

CONTINUATION OF S106 AGREEMENT IN RELATION TO
118 MALDEN ROAD LONDON NW5 4BY

EXECUTED AS A DEED BY
AXIS MALDEN ROAD LIMITED
acting by a Director and its Secretary
or by two Directors
or by a Director and a Witness

)
)
)
)
)



.....MR DANIEL LEO CHEIFETZ

Director


.....
Director/Secretary/ Witness

Witness Name: AHU YALGIN

Address: 29 BUCKLAND CRESCENT NW3 5DJ

Occupation: SOLICITOR

CONTINUATION OF S106 AGREEMENT IN RELATION TO
118 MALDEN ROAD LONDON NW5 4BY

EXECUTED AS A DEED BY)
LENDCO LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)

[Redacted Signature]
Director ALEX KING

[Redacted Signature]
Director/Secretary/ Witness

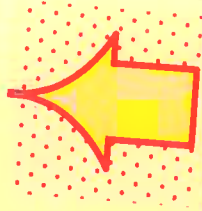
Witness Name: NATALIE BEETON

Address: 33 GRACECHURCH STREET, LONDON, EC3V 0BT

Occupation: SERVICING MANAGER

CONTINUATION OF S106 AGREEMENT IN RELATION TO
118 MALDEN ROAD LONDON NW5 4BY

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



[Redacted signature area]

Authorised Signatory

JUDITH KNIGHT

THE FIRST SCHEDULE
Plan

118 Malden Road - 2023/5113/P



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THE SECOND SCHEDULE
Draft Planning Permission



Application ref: 2023/5113/P
Contact: Sarah White
Tel: 020 7974 5213
Date: 29 January 2025

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

William Carter Limited
9 Belsize Park
London
NW3 4ES

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:
118 Malden Road
London
NW5 4BY

Proposal:

Reconstruction of existing building to form a new part four/part two-storey building providing four self-contained residential units (Class C3), including the creation of new basement floor space.

Drafting Nos: Location Plan; 118MR/FP/OS Rev A; 118MR/FP/BP Rev A; 118MR/FP/P1 Rev A; 118MR/FP/P2 Rev A; 118MR/FP/P3 Rev A; 118MR/FP/P4 Rev A; 118MR/FP/P5 Rev A; 118MR/FP/E6 Rev A; 118MR/FP/P7 Rev A (Side Elevation); 118MR/FP/P7 Rev A (Section AA); 118MR/FP/P8 Rev A; 118MR/FP/P9 Rev A; 118MR/FP/P10 Rev A; 118MR/FP/P11 Rev A; 118MR/FP/P12 Rev A; 118MR/FP/P13 Rev A; 118MR/FP/P14 Rev A; 118MR/FP/A1 Rev A; 118MR/FP/A2 Rev A; 118MR/FP/A3 Rev A; 118MR/PP/OS Rev A; 118MR/PP/BP Rev A; 118MR/FP/E1/A; 118MR/FP/E2/A; 118MR/FP/E3/A; 118MR/FP/E4/A; 118MR/FP/E5/A; 118MR/FP/E6/A; 118MR/FP/D1 Rev A; 118MR/FP/D2 Rev A; 118MR/FP/D3 Rev A; 118MR/FP/D4 Rev A (Elevations 1); 118MR/FP/D4 Rev A (Elevations 2); 118MR/FP/D5 Rev A (Elevations 3); 118MR/FP/D5 Rev A (Elevations 4); 23.206-01 Rev B; 23.206-02 Rev A; 23.206-03; 23.206-04 Rev A; 23.206-05 Rev A; 23.206-06; 23.206-07 Rev A; 23.206-08; 23.206-09; 23.206-TP-01; 23.206-TP-02; 23.206-TP-03;

Design Statement (William Carter); Daylight and Sunlight Report (Right of Light Consulting, 16 October 2023); Site Investigation and Basement Impact Assessment (GEA, 23 October 2023); Basement Calculation (Martin Redston Associates, August 2023); Energy and Sustainability Statement (Watt Energy and Consulting Engineers, 22 November 2023); Construction Method Statement Rev 1 (Martin Redston Associates, May 2024); SAP Calculations; Condition and Feasibility Study Version 2 (William Carter, July 2024); Whole Lifecycle Carbon Assessment (Ensphere Group, October 2024).

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 and documents:

Location Plan; 118MR/FP/OS Rev A; 118MR/FP/BP Rev A; 118MR/FP/P1 Rev A; 118MR/FP/P2 Rev A; 118MR/FP/P3 Rev A; 118MR/FP/P4 Rev A; 118MR/FP/P5 Rev A; 118MR/FP/E6 Rev A; 118MR/FP/P7 Rev A (Side Elevation); 118MR/FP/P7 Rev A (Section AA); 118MR/FP/P8 Rev A; 118MR/FP/P9 Rev A; 118MR/FP/P10 Rev A; 118MR/FP/P11 Rev A; 118MR/FP/P12 Rev A; 118MR/FP/P13 Rev A; 118MR/FP/P14 Rev A; 118MR/FP/A1 Rev A; 118MR/FP/A2 Rev A; 118MR/FP/A3 Rev A; 118MR/PP/OS Rev A; 118MR/PP/BP Rev A; 118MR/FP/E1/A; 118MR/FP/E2/A; 118MR/FP/E3/A; 118MR/FP/E4/A; 118MR/FP/E5/A; 118MR/FP/E6/A; 118MR/FP/D1 Rev A; 118MR/FP/D2 Rev A; 118MR/FP/D3 Rev A; 118MR/FP/D4 Rev A (Elevations 1); 118MR/FP/D4 Rev A (Elevations 2); 118MR/FP/D5 Rev A (Elevations 3); 118MR/FP/D5 Rev A (Elevations 4); 23.206-01 Rev B; 23.206-02 Rev A; 23.206-03; 23.206-04 Rev A; 23.206-05 Rev A; 23.206-06; 23.206-07 Rev A; 23.206-08; 23.206-09; 23.206-TP-01; 23.206-TP-02; 23.206-TP-03;

Design Statement (William Carter); Daylight and Sunlight Report (Right of Light Consulting, 16 October 2023); Site Investigation and Basement Impact Assessment (GEA, 23 October 2023); Basement Calculation (Martin Redston Associates, August 2023); Energy and Sustainability Statement (Watt Energy and Consulting Engineers, 22 November 2023); Construction Method Statement Rev 1 (Martin Redston Associates, May 2024); SAP Calculations; Condition and Feasibility Study Version 2 (William Carter, July 2024); Whole Lifecycle Carbon Assessment (Ensphere Group, October 2024).

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

- 3 Prior to commencement of development, full details in respect of the living roof in the area indicated on the approved roof plan 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.

- 4 Prior to commencement of above ground works, details, drawings, and data sheets showing the location, Seasonal Performance Factor of at least 2.5 and Be Green stage carbon saving of the air source heat pumps and associated equipment to be installed on the building, shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. A site-specific lifetime maintenance schedule for each system, including safe access arrangements, shall be provided. The equipment shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and maintained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CC1 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, check for compliance with the design (as approved by the local planning authority and building control body) and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden Local Plan 2017.

- 6 The development shall not be carried out other than in strict accordance with the methodologies, recommendations and requirements of the Basement Impact Assessment (Site Investigation and Basement Impact Assessment Rev 0, GEA, October 2023) and Basement Impact Assessment Audit (prepared by Campbell Reith, dated July 2024) hereby approved, and the confirmation at the detailed design stage that the damage impact assessment would be limited to Burland Category 1.

Reason: To ensure proper consideration of the structural stability of neighbouring buildings and to safeguard the appearance and character of the immediate area in accordance with the requirements of policies D1 and A5 of the London Borough of Camden Local Plan 2017.

- 7 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.

- 8 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s 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.

- 9 All non-Road mobile Machinery (any mobile machine, item of transportable industrial equipment, or vehicle - with or without bodywork) of net power between 37kW and 560kW used on the site for the entirety of the demolition and construction phases of the development hereby approved shall be required to meet Stage IIIB of EU Directive 97/68/EC. The site shall be registered on the NRMM register for the demolition and construction phases of the development.

Reason: To safeguard the amenities of the adjoining occupiers, the area generally and contribution of developments to the air quality of the borough in accordance with the requirements of policies G1, A1, CC1 and CC4 of the London Borough of Camden Local Plan 2017.

- 10 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials or satellite dishes shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the Council.

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 Camden Local Plan 2017.

- 11 No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water and sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage and water utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure.

- 12 Prior to the occupation of the development, a post-construction Whole Life-Cycle Carbon Assessment should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance and submitted to Planning Authority along with any supporting evidence as per the guidance.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with policy CC1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Reasons for granting permission.

Planning permission is sought for the demolition of the existing building and the construction of a new part four/part two-storey building providing four self-contained residential units (3 x 2-bedroom and 1 x 1-bedroom) (Class C3), including the creation of new basement floor space.

Principle of Development

Policy G1 supports development that makes best use of its site, taking into account quality of design, its surroundings, sustainability, and amenity. The site is considered an appropriate location for more housing given it is the predominant existing land use of the area. The addition of new housing is supported by Policy H1, which seeks to increase the housing supply within the borough. Policy H7 includes dwelling size priorities within the borough and identifies that two-bedroom units are of high priority and thus the proposal would positively contribute to this.

Whilst new housing is encouraged within the borough, Policy C2 of the Local Plan seeks to ensure that community facilities and services are retained, unless the existing premises is no longer required or viable in its existing use and there is no alternative community use capable of meeting the needs of the local area.

The proposed loss of the doctor's surgery space to residential units is acceptable in principle. The doctor's surgery has relocated to 76 Queens Road forming part of the Kentish Town Health Centre, the details of which have been verified on the NHS website. The proposal would therefore not result in a shortfall in provision for the doctor's surgery which has not been in operation at the site since 2016. As such, there is no objection to the loss of the doctor's surgery at the site.

A previous application (ref. 2017/0357/P, dated 26/03/2019) granted consent for the change of use from a doctor's office (Class E) to residential (Class C3). The proposal never commenced, and permission has since expired. In that application, a statement from local estate agencies suggests the uptake for commercial property is very low given the poor structural and physical condition of the unit resulting in the unit not being viable for any other community use. In addition, any other community use would require a large upfront cost for any necessary repairs.

Given the site's previous application and consent history, as well as the fact that the site has remained vacant without a suitable tenant since 2016, the loss of a community facility is therefore considered supportable, and the proposed housing is the Council's preferred replacement land use.

Affordable Housing

Where development has the capacity for fewer than 10 additional dwellings, the Council will accept a payment-in-lieu of affordable housing in accordance with Policy H4. A rate of £5000 per sqm GIA is applied. The existing residential floorspace is 56.80sqm GIA and the proposed residential floorspace would be 280.80sqm GIA, resulting in an uplift of 224sqm requiring an affordable housing contribution of £44,800 (Calculation: additional residential floorspace [(224sqm GIA) x target % (capacity for 2 additional homes = 4%)] x £5000 = £44,800). This affordable housing contribution will be secured via a s106 legal agreement.

2 Standard of Accommodation

Policy D1 expects all housing development to provide a high standard of accommodation. Policy H6 outlines how the Council will seek to secure high quality accessible homes in all developments that include housing. All the proposed dwellings, except for Flat 4 (second and third floor flat), would meet the minimum internal space standards in terms of GIA and built in storage. Flat 4 would fall short of the required minimum GIA by 0.8sqm, however this is a negligible shortfall which can be accepted in this instance. All dwellings would be provided with compliant floor to ceiling heights.

Flats 1 and 2 would be provided with size compliant private external amenity space, however the terraces provided for Flats 3 and 4 would be slightly undersized. Given the constrained nature of the site, this shortfall is accepted in this instance, and it is still considered that the proposal would provide an acceptable standard of accommodation for future occupants.

Flats 2, 3 and 4 would all be triple aspect, and Flat 1, in the basement, would be dual aspect owing to the presence of a light well at the front of the site. All flats would have efficient, well laid out floorplans. The Daylight and Sunlight Report submitted in support of the application demonstrates that all habitable rooms would receive BRE compliant levels of daylight and sunlight. However, the assessment found that the outdoor amenity areas would not meet the BRE recommendations and noted that these areas were significantly limited by the constrained nature of the site. This is not unusual in urban areas where sites are highly constrained by neighbouring properties. The NPPF 2024 at paragraph 130(c) is clear that when considering applications for housing, authorities should take a flexible approach in applying policies or guidance relating to daylight and sunlight, where they would otherwise inhibit making efficient use of a site (as long as the resulting scheme would provide acceptable living standards). The proposal is considered to make an efficient use of land by optimising the sites capacity and creating an uplift in residential units. Despite the shortfall in meeting the BRE guidance for external amenity area, on balance, the proposal would still provide an acceptable standard of accommodation for future occupants.

Design

The Council's design policies are aimed at achieving the highest standard of design in all developments, including where alterations and extensions are proposed. Policy D1 of the Local Plan requires development to be of the highest architectural and urban design quality which improves the function, appearance and character of the area.

- 3 The new building would be same width as the existing building and would be constructed in traditional materials and using reclaimed London Stock brick. The design of the window and door detailing is typical of buildings on Malden Road and is in keeping with the neighbouring property at no.116. The main building height would remain the same (with the exception of the proposed mansard extension) and the window sizes would be similar to those at no.116. It is considered that the proposed treatment of the front elevation would make a positive contribution to the street scene.

The extension proposed to the rear of the property is substantially smaller than that of the approved scheme under 2017/0357/P. Under the previous approval, the extension extended to the rear boundary of the site, wrapping around a lightwell positioned centrally. The proposed design reduces the depth of the extension so that the lightwell is located at the rear. The rear lightwell is significantly larger than previously approved, resulting in a higher standard of accommodation with better separation between dwellings, improved access to natural light and larger outdoor amenity spaces accessed directly from living areas. The extension is modern in design and incorporates traditional materials such as London Stock brick, frameless glazing, and sliding glass door systems.

The proposed mansard roof extension is not compliant with Council guidance, as it does not meet the minimum 70-degree lower slope rising behind the front parapet wall. However, the proposal would be largely obscured from the public view and set back 1m which would minimise any visual impact when viewed from the street. Considering both 114 and 116 Malden Road were granted consent for mansard roof extensions (2013/0350/P, dated 25/04/2013), which have since been constructed, the erection of a mansard roof at this site would offer uniformity and cohesion to the wider area. The new roof extension would retain the existing parapet to the front and the existing butterfly parapet to the rear which is welcomed. The proposed roof would be finished in natural slate with painted white timber framed double glazed windows and doors.

Overall, the proposed development is of an appropriate scale, design and materiality and would make a positive contribution to the to the street scene.

Basements

Policy A5 relates to basement development. In accordance with this policy, a Basement Impact Assessment was submitted and this has been reviewed by Campbell Reith and it was confirmed that the basement would not have any unacceptable impacts on drainage, flooding and structural stability at the application site or to adjoining site. Additionally, the basement would comply with the criteria set out within Policy A5 of the Camden Local Plan and thus the siting, location, scale, and design of the basement would have minimal impact on, and be subordinate to, the host building and property.

4 Amenity

Policy A1 and the guidance set out in CPG Amenity seeks to protect the quality of life of neighbours from development. The factors to consider include visual privacy, outlook, sunlight, daylight and overshadowing, artificial lighting levels, noise and vibration, odour, fumes and dust, and impacts of the construction phase, including the use of Construction Management Plans.

The rear extension would not project higher than the existing parapet wall with neighbouring no.116 Malden Road. The new rear facing windows and terraces would not create any new amenity impacts upon no.131 Queen's Crescent or other neighbouring occupiers in terms of loss of privacy given there is a blank wall to the rear. Thus, the neighbouring properties would not be impacted in terms of daylight/sunlight, sense of enclosure, or create any overlooking/loss of privacy concerns.

Transport

In line with Policy T1 of the Local Plan, it is expected that cycle parking be provided in accordance with the standards set out in the London Plan. For 1-bedroom/2-person flats, the requirement is for 1.5 spaces per unit, whilst for units with 2 or more bedrooms the requirement is for 2 spaces per unit. This results in a requirement for 7.5 spaces, or 8 spaces when rounded up to the nearest whole number. No cycle parking is shown on the submitted plans. The previously approved scheme included the provision of 5 vertical cycle hangers, which are considered a sub-standard provision. Given the lack of available space at ground floor, it is considered appropriate to take a payment in lieu towards the provision of off-site (on-street) cycle parking. In this instance a s106 cycle parking contribution of (£4,320/6 x 8) £5,760 would be secured towards the provision of cycle hangers in the vicinity of the development.

In accordance with Policy T2 of the Camden Local Plan, all four residential units would be secured as on-street residents parking permit (car) free by means of the s106 Agreement. This will prevent the future occupants from adding to existing on-street parking pressures, traffic congestion and air pollution, whilst encouraging the use of more sustainable modes of transport such as walking, cycling and public transport. No off-street parking is currently provided, and none is proposed.

Given the amount of demolition, excavation, and construction proposed particularly the basement excavation, it will be necessary to secure a Construction Management Plan (CMP) and associated Implementation Support Contribution of £4,194 and Construction Impact Bond of £8,000 by means of a s106 Agreement for the future development of this site. This will help ensure that the proposed development is carried out without unduly impacting neighbouring amenity, or the safe and efficient operation of the local highway network, in line with Policy A1 of the Camden Local Plan.

There is a secure refuse storage area located to the side of the building which would be easily accessible to all flats and is considered acceptable.

Sustainability

Policies CC1 and CC2 require all developments to minimise the effects of climate change and encourage all developments to meet the highest feasible environmental standards.

Policy CC1 (Part E) requires all proposals that involve substantial demolition to demonstrate that it is not possible to retain and improve the existing building.

- 5 A Condition and Feasibility study was submitted in support of the application to justify the demolition of the existing building. This has been reviewed by Campbell Reith and it was confirmed that the complete demolition and reconstruction of the existing building was the most appropriate option for the site. The Applicant demonstrated that the existing building is in poor structural condition, and would require substantial repair, rebuilding and underpinning of foundations just to preserve the building in its current configuration irrespective of conversion to provide new habitable dwellings. The elements of the existing building that could be retained and incorporated into the new building are limited and would require extensive repair and alteration to achieve the usable layout for the new flats and upgrade to current standards. These alterations and repairs would require significant, complicated and potentially hazardous temporary works to be undertaken and further movement and damage to the elements may be incurred. Although the repairs may be carried out to a high standard, the retained elements will still be historic elements which may require more future maintenance and will not be to the same standards as a new build. This, combined with the fact that there is relatively little that can be retained compared with what would be new build anyway leads to the conclusion that complete demolition and reconstruction of the existing building is the most appropriate option.

As such, the proposal has clearly demonstrated that it is not possible to retain and improve the existing building, and the demolition and rebuild is supported in line with Policy CC1.

Policy CC1 also requires all proposals for substantial demolition and reconstruction to be fully justified in terms of the optimisation of resources and energy use, in comparison with the existing building. A Whole Life Carbon Assessment was submitted in support of the application. This has been reviewed by Council's Sustainability Officer who has confirmed that the development would meet the A1-A5 and total aspirational benchmarks. However, it would not meet the aspirational benchmark or benchmark for B-C (excluding B6 and B7). This is largely due to emissions from replacement of MEP services. A condition has been imposed to require this to be further considered to reduce the whole life carbon of the building during operation and end of life to within the benchmarks where feasible.

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 flat roof on top of the first-floor level projection to the rear is 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.

6 Other matters and conclusion

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.

Two comments were received in response to the public consultation undertaken and these are addressed in the attached consultation summary. 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 polices G1, H1, H6, H7, C2, A1, A3, A5, D1, CC1, CC2, CC3, CC4, T1, 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 2024.

- 7 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).
- 8 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.

- 9 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.
- 10 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.

- 11 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.
- 12 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.
- 13 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.
- 14 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.
- 15 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 16 The proposed works will be in close proximity to underground sewerage and water utility infrastructure. Piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure. Please read our guide 'working near our assets' to ensure your workings will be in line with the necessary processes you need to follow if you're considering working above or near our pipes or other structures. <https://www.thameswater.co.uk/developers/larger-scale-developments/planning-your-development/working-near-our-pipes> Should you require further information please contact Thames Water. Email: developer.services@thameswater.co.uk Phone: 0800 009 3921 (Monday to Friday, 8am to 5pm) Write to: Thames Water Developer Services, Clearwater Court, Vastern Road, Reading, Berkshire RG1 8DB

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

THE THIRD 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>

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