

DATED 22 September 2014

(1) THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) SHALIMAR INVESTORS ^{Ltd} ~~LIMITED~~

and

(4) HSBC PRIVATE BANK (C.I) LIMITED

and

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

AGREEMENT
relating to land known as
41 and 42 Chester Terrace London NW1 4ND
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1685.2757
FINAL

THIS AGREEMENT is made the 22nd day of September 2014

BETWEEN:

- i. **THE QUEENS MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN** (hereinafter called "Her Majesty")
- ii. **THE CROWN ESTATE COMMISSIONERS** on behalf of Her Majesty acting in the exercise of the powers of conferred by the Crown Estate Act 1961 care of, 13-15 Carlton Terrace, London SW1Y 5AH (hereinafter called "the Commissioners") of the first part
* Road Town, Tortola, British Virgin Islands
- iii. **SHALIMAR INVESTORS LIMITED** (incorporated in The British Virgin Islands) whose registered office is at Geneva Pl, Waterfront Dr, PO Box 3469* and address for service in the United Kingdom is 41 Chester Terrace London NW1 4ND (hereinafter called "the Leaseholder") of the second part
Ltd
- iv. **HSBC PRIVATE BANK (C.I) LIMITED** (incorporated in Guernsey) of Park Place, Park Street, St Peter Port, Guernsey GY1 1EE and whose address for service in the United Kingdom is 78 St James Street London SW1A 1JB (hereinafter called "the Mortgagee") of the third part
- v. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

1. WHEREAS

- 1.1 Her Majesty is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL905266 and the Commissioners manage the Property in accordance with their powers under the Crown Estate Act 1961.
- 1.2 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL920875 and NGL895876 subject to a charge to the Mortgagee.

- 1.3 Her Majesty and the Commissioners and the Leaseholder are the freehold and leasehold owners of the Property and have an interest in the Property for the purposes of Section 106 of the Act and shall hereinafter be referred to as "**the Owner**".
- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 19 May 2014 and the Council resolved to grant permission conditionally under reference number 2014/2872/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act 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.
- 1.6 A Listed Building Consent Application for the Property was submitted to the Council and validated on 19 May 2014 and the Council resolved to grant consent conditionally under reference number 2014/2938/L.
- 1.7 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.8 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL920875 and NGL895876 and both dated 4 July 2011 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Application for Listed Building Consent" an application for Listed Building Consent in respect of the Development of the Property submitted to the Council and validated on 19 May 2014 for which a resolution to grant permission has been passed conditionally under reference number 2014/2938/L subject to conclusion of this Agreement
- 2.4 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.5 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the structures on the

Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the First Schedule annexed hereto
- (iii) proposals to ensure the protection and preservation of the listed building during the Construction Phase;
- (iv) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.6 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

(i) Planning Permission

construction of a single storey basement extension adjacent to the existing property and within the grounds of the garden. Construction of a subterranean link between the new basement and the existing basement, all in connection with the existing residential dwelling as shown on drawing numbers:- Existing: N1915, EP-BF-01, Ep-GF-02, ES-AF-01.

Proposed: N1915 - PP-BF-02, PP-GF-02, PS-AA-01; 404-030-001 Planting, Topiary, Hedging & Tree Plan; Arboricultural Assessment and Protection Method Statement, ha/ms3/41-2 Chesterter dated 26/03/2014; Site Investigation and BIA Report, ref: J13223, dated 05/09/2014; Traffic Management Plan dated 04/2014; Description of Services for Planning, ref: AP290, dated 11/04/2014

(ii) Listed Building Consent

construction of a single storey basement extension adjacent to the existing property and

within the grounds of the garden. Construction of a subterranean link between the new basement and the existing basement, all in connection with the existing residential dwelling as shown on drawing numbers:- Existing: N1915, EP-BF-01, Ep-GF-02, ES-AF-01.

Proposed: N1915 - PP-BF-02, PP-GF-02, PS-AA-01; 404-030-001 Planting, Topiary, Hedging & Tree Plan; Arboricultural Assessment and Protection Method Statement, ha/ms3/41-2 Chesterter dated 26/03/2014; Site Investigation and BIA Report, ref: J13223, dated 05/09/2014; Traffic Management Plan dated 04/2014; Description of Services for Planning, ref: AP290, dated 11/04/2014

2.9 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.10 "the Listed Building Consent"

a listed building consent granted for the Development substantially in the draft form annexed hereto

2.11 "Occupation Date"

the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.12 "the Parties"

mean the Council the Owner and the Mortgagee

2.13 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 19 May 2014 for which

a resolution to grant permission has been passed conditionally under reference number 2014/2872/P subject to conclusion of this Agreement

2.14 "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

2.15 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.16 "the Property"

the land known as 41 and 42 Chester Terrace London NW1 4ND the same as shown shaded grey on the plan annexed hereto

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 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 The Commissioners enter into this Agreement solely to give effect to the obligations and more particularly solely to consent to the enforcement of the obligations against the Leaseholder's interest in the Property and any person deriving title from the Leaseholder but for no other purpose and for the avoidance of any doubt the

Commissioners agreement to enter into this Agreement is without prejudice to the Commissioners' right to negotiate the terms on which the Development is to take place (for example, including but not limited to a licence for alterations, surrender and re-grant of the residential lease, payment of a premium) and shall not be deemed to constitute any consent in respect of the Development for which the Commissioners' consent is required.

- 3.3 The Commissioners agree to be bound by the terms of this Agreement only in the event that the Leaseholder's interest in the Property is determined and if such event occurs the obligations on behalf of the Leaseholder shall be taken to be obligations which are binding on the Commissioners as if such obligations were given by the Commissioners themselves ALWAYS PROVIDED THAT this Agreement shall be directly enforceable by the Council against any person deriving title to any part of the Property from Her Majesty in the event Her Majesty disposes of the same.
- 3.4 A covenant made by the Commissioners or implied on behalf of Her Majesty and Her Successors or the Commissioners is made or implied by the Commissioners acting in exercise of the powers of the Crown Estate Act 1961 as a body corporate without imposing liability in any personal or private capacity of any individual Commissioner acting on behalf of the Commissioners and so long only as the Property forms part of the Crown Estate save in relation to any antecedent breach prior to parting with such interest and with the effect from the date on which the Property ceases to form part of the Crown Estate such covenant shall be deemed to be made by the person from time to time entitled to the Property and all liability on the part of Her Majesty and Her Successors or the Commissioners in respect of such covenants shall cease as from such date.
- 3.5 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.
- 3.6 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.

3.7 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, 8, 9 and 10 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.

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

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

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Construction Management Plan**

4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

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

4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with

and in the event of non compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.

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 Planning Permission 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 the Planning Permission reference 2014/2872/P the date upon which the Development is 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 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 Head of Legal Services 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 2014/2872/P.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the Planning Permission reference number 2014/2872 and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

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

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

- 6.6 Neither the Owner the 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 and the planning permission is granted.
- 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 Owner entering into this Agreement and agrees that the security of its charges over the Property shall take effect subject to this Agreement.
- 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. **INDEMNITY**

9.1 In consideration of the Commissioners entering into this Agreement the Leaseholder hereby covenants with the Commissioners to observe and perform the obligations herein contained and to indemnify and keep fully indemnified Her Majesty and Her Successors and the Commissioners and their successors from and against all actions proceedings demands costs claims or other liabilities whatsoever arising directly or indirectly by reason of any breach or non-compliance with any condition or obligation or covenant contained within this Agreement or by reason of the Commissioners covenanting with the Council in the terms set out in the Agreement.

9.2 The Leaseholder covenants with the Commissioners that prior to any disposal of its interest in the Property it shall procure that the disponee enters into a deed of indemnity with and in favour of the Commissioners in the same terms as those which are set out at clause. 9.1

Handwritten initials and a circled '10'.

RIGHTS OF THIRD PARTIES

Handwritten initials and a circled '10'.

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

**THE OFFICIAL SEAL OF THE
CROWN ESTATE COMMISSIONERS
was hereto affixed
and authenticated by:-**)
)
)
)

Handwritten signature.


David Robert Booth
Authorized by the Crown Estate Commissioners

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 41 AND 42
CHESTER TERRACE LONDON NW1 4ND

Executed as a deed by SHALIMAR
INVESTORS LTD (BVI company number
1584435)
acting by:


signature of authorised signatory
Maria Clerides

print name of authorised signatory being
a person who, in accordance with the
laws of that territory, is acting under the
authority of the company
Authorised Signatory
in the presence of:

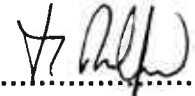

signature of witness
Olga Bolotnikova

print name of witness


Address 107 Tseriou flat 601
2314, Nicosia
Cyprus

Occupation Consultant

EXECUTED as a Deed)
By HSBC PRIVATE BANK (C.I) LIMITED)
by)

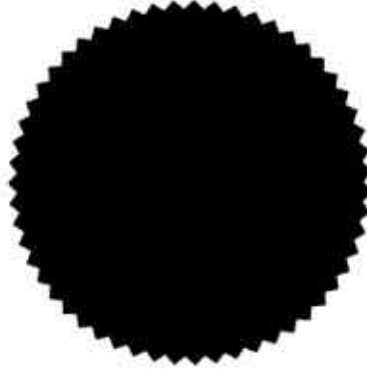
 (MARK RADFORD)
Authorised Signatory

And by

 (SUSAN ROBINSON)
Authorised Signatory

**CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 41 AND 42
CHESTER TERRACE LONDON NW1 4ND**

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



[Handwritten signature]
.....
Authorised Signatory

THE FIRST SCHEDULE
Construction Management Plan
Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-

http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

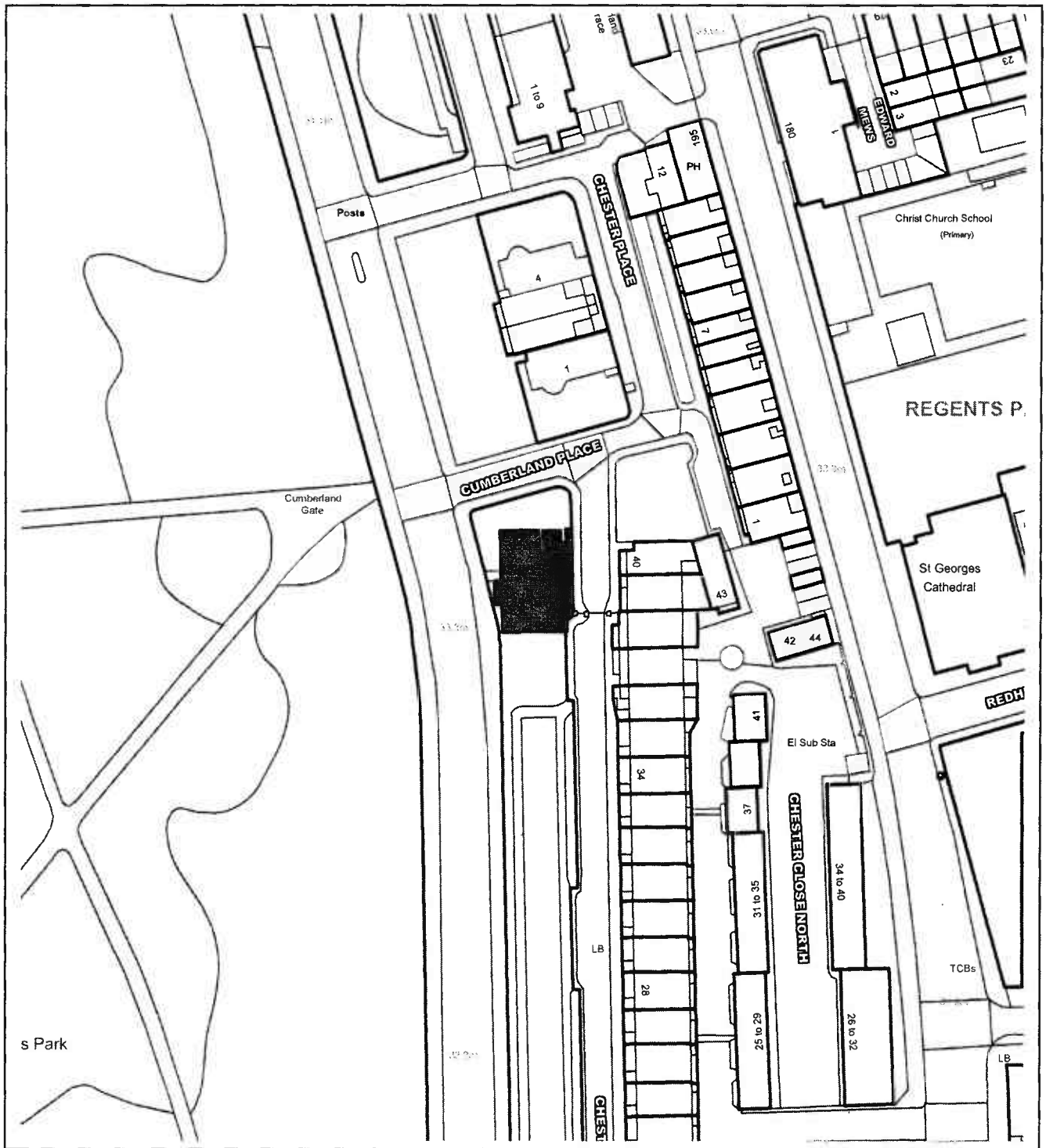
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"

- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) All contractors and sub-contractors operating large vehicles over 3.5 tonnes must meet all of the following conditions:-
- 1) Operators must be a member of TfL's Fleet Operator Recognition Scheme (www.tfl.gov.uk/fors) or similar at the Bronze level.
 - 2) All drivers must have undertaken cycle awareness training such as the Safe Urban Driver module through FORS or similar.
 - 3) All vehicles associated with the construction of the Development must:
 - i. Have Side Guards fitted, unless it can be demonstrated to the reasonable satisfaction of the Employer, that the Lorry will not perform the function, for which it was built, if Side Guards are fitted.
 - ii. Have a close proximity warning system fitted comprising of a front mounted, rear facing CCTV camera (or Fresnel Lens where this provides reliable alternative), a Close Proximity Sensor, an in-cab warning device (visual or audible) and an external warning device to make the road user in close proximity aware of the driver's planned manoeuvre.
 - iii. Have a Class VI Mirror
 - iv. Bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.
- v) Any other relevant information with regard to traffic and transport.
- w) The Construction Management Plan should also include the following statement:-

"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."

It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences.

NORTHGATE SE GIS Print Template



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

N *H* *DEB*
MC



Heritage Architecture Ltd
62 British Grove
Chiswick
London
W4 2NLApplication Ref: **2014/2872/P**

04 September 2014

Dear Sir/Madam

DRAFT
FOR INFORMATION ONLY - NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**Address:
41-42 Chester Terrace
London
NW1 4ND

Proposal:

Construction of a single storey basement extension adjoining existing property and within the grounds of the existing property. Construction of a subterranean between the new basement and the existing basement, all in connection with the existing residential dwelling.

Drawing Nos: Existing: N1915, EP-BF-01, Ep-GF-02, ES-AF-01.

Proposed: N1915 - PP-BF-02, PP-GF-02, PS-AA-01; 404-030-001 Planting, Topiary, Hedging & Tree Plan; Arboricultural Assessment and Protection Method Statement, ha/ms3/41-2 Chesterter dated 26/03/2014; Site Investigation and BIA Report, ref: J13223, dated 05/09/2014; Traffic Management Plan dated 04/2014; Description of Services for Planning, ref: AP290, dated 11/04/2014.

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

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

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

Condition(s) and Reason(s):

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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans:

Proposed: N1915 - PP-BF-02, PP-GF-02, PS-AA-01; 404-030-001 Planting, Topiary, Hedging & Tree Plan; Arboricultural Assessment and Protection Method Statement, ha/ms3/41-2 Chesterter dated 26/03/2014; Site Investigation and BIA Report, ref: J13223, dated 05/09/2014; Traffic Management Plan dated 04/2014; Description of Services for Planning, ref: AP289 dated 11/04/2014.

Reason:

For the avoidance of doubt and in the interests of clarity and

- 4 The basement structure shall be designed and constructed in accordance with the recommendations, methodologies and mitigation measures as set out in the Basement Impact Assessment hereby approved. Any deviations from these methodologies, recommendations or mitigation measures shall be submitted to the local planning authority for approval in writing prior to the work commencing.

- 5 The qualified and chartered engineers with membership of the appropriate professional bodies as detailed in letter of appointment, reference 7851/L/DG/RH shall inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration. Should this appointment change prior to the commencement of development, details of the replacement appointment taking their place, including their qualifications, membership of the professional bodies and responsibilities shall be submitted to and approved in writing by the local planning authority. Any subsequent change or reappointment during construction works shall be confirmed forthwith. It shall be a requirement of the terms of any subsequent engagement that the appointee certifies compliance with condition 4 to the LPA.

Reason: To safeguard the appearance and structural stability of neighbouring

buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Development Policies and policy DP27 (Basements and Lightwells) of the London Borough of Camden Local Development Framework Development Policies.

- 6 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details 404-030-001 Planting, Topiary, Hedging & Tree Plan by not later than the end of the planting season following completion of the development or any phase of the development.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policy CS14, CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 7 All work shall be carried out in accordance with the relevant recommendations of British Standard 3998: 2010.

Reason: To ensure the preservation of the amenity value and health of the trees.

- 8 Prior to the end of the next available planting season, replacement tree planting shall be carried out in accordance with Drawing 404-030-001 Planting, Topiary, Hedging and Trees Plan and the Arboricultural Assessment and Protection Method Statement, reference ha/n/2014/2121, submitted on 12/01/2014. Any comments or deviations from these documents shall be submitted to and approved by the local planning authority in writing.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area, in accordance with the requirements of policies CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement

team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £10 per sqm for all uses except affordable housing, education, health care and development by charities for their charitable purposes. You will be expected to pay CIL when planning permissions are implemented. Please use the form below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to inflation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 The footway and roadway immediately outwit the application site and immediately affected by the works is care of the Crown Estate, hence the developer is encouraged to contact the crown estates prior to works commencing regarding the placement of skips, horading, access points, parking of construction vehicles and all associated activities which may affect the parts of the footway and highway and the flow of pedestrians and vehicles during construction works.

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

Yours faithfully

Culture and Environment Directorate



DATED 22 September 2014

(1) THE QUEEN'S MOST EXCELLENT MAJESTY IN RIGHT OF HER CROWN

and

(2) THE CROWN ESTATE COMMISSIONERS

and

(3) SHALIMAR INVESTORS ^{Ltd} LIMITED

and

(4) HSBC PRIVATE BANK (C.I) LIMITED

and

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

A G R E E M E N T

relating to land known as
41 and 42 Chester Terrace London NW1 4ND
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 1918
Fax: 020 7974 2962

CLS/COM/ESA/1685.2757
FINAL