

DATED

15th MARCH

2016

**(1) AKBARALI JETHA GOVANI
DOLATKHANU AKBARALI JETHA GOVANI and
AMYN GOVANI**

and

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

A G R E E M E N T
relating to land known as
465 – 467 FINCHLEY ROAD
LONDON NW3 6HS
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



THIS AGREEMENT is made the 15th day of MARCH 2016

BETWEEN:

1. **AKBARALI JETHA GOVANI, DOLATKHANU AKBARALI JETHA GOVANI and AMYN GOVANI** of Suite 152 Rye House 113 High Street Ruislip HA4 8JN (hereinafter called "the Owner") of the first part

2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. **WHEREAS**

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN20908.

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 8 May 2015 and the Council resolved to grant permission conditionally under reference number 2015/2557/P subject to the conclusion of this legal Agreement.

1.4 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.

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

2. DEFINITIONS

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" 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 Existing Buildings or structures on the Property and the building out of the Development;

- (ii) incorporation of the provisions set out in the Schedule annexed hereto
- (iii) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iv) 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);
- (v) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vi) 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

2.5 "the Construction Phase"

the whole period between

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

2.6 "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

2.7 “the Development”

basement development to create storage area for existing ground floor unit as shown on drawing numbers:- Site plan, PA/BS/679/101, PA/BS/679/102, PA/BS/679/200, PA/BS/679/201, AB1115_0102, AB1115_0001 Rev E, AB1115_SEQ_0001 Rev B, AB1115_SEQ_0002 Rev B, AB1115_SEQ_0003 Rev A, AB1115_SEQ_0004, AB1115_SEQ_0005, AB1115_0008 Rev B, AB1115_0009 Rev B, AB1115/20151117.L2, AB1115_GEN_01 Rev A, 1115_S.I_0001 Rev A, Appendix A: Site plans and Exploratory Hole Logs, Basement Impact Assessment Stage 1 & 2 (Screening and Scoping Study), Basement Impact Assessment and Construction Method Statement dated April 2015, DV/BC/J12147 (Ground movement analysis letter report), PA 679/1001, Underpinning Method Statement prepared by City Building (D&Z) Limited, Construction Phase Plan prepared by City Builders Limited

2.8 “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

- 2.9 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
- 2.10 "the Parties" mean the Council and the Owner
- 2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 8 May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/2557/P subject to conclusion of this Agreement
- 2.12 "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
- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as 465-467 Finchley Road London NW3 6HS the same as shown shaded edged in red on the plan annexed hereto

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning

obligation its provisions may be enforceable by the Council under any relevant statutory powers.

- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

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, in consultation with Transport for London (TfL), 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 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 2015/2557/P the date upon which the Development will be ready for Occupation.

5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the

Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

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

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2015/2557/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and

regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.

- 6.6 Neither the Owner 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. **JOINT AND SEVERAL LIABILITY**

- 7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

CONTINUATION OF SECTION 106 AGREEMENT FOR 465 – 467 FINCHLEY ROAD
LONDON NW3 6HS

EXECUTED AS A DEED BY
AKBARALI JETHA GOVANI
in the presence of:

)
)
)



.....
HASMITA TANA
.....

Witness Signature

Witness Name: HASMITA TANA

Address: 8 NORTH VIEW, HASIPE

Occupation: HOUSEWIFE

EXECUTED AS A DEED BY
DOLATKHANU AKBARALI JETHA GOVANI
in the presence of:

)
)
)



.....
HASMITA TANA
.....

Witness Signature

Witness Name: HASMITA TANA

Address: 8 NORTH VIEW, HASIPE

Occupation: HOUSEWIFE

EXECUTED AS A DEED BY
AMYN GOVANI
in the presence of:

)
)
)



.....
HASMITA TANA
.....

Witness Signature

Witness Name: HASMITA TANA

Address: 8 NORTH VIEW, HASIPE

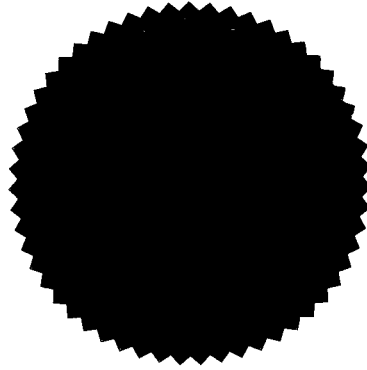
Occupation: HOUSEWIFE

CONTINUATION OF SECTION 106 AGREEMENT FOR 465 – 467 FINCHLEY ROAD
LONDON NW3 6HS

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

..... *R. Alexander*

Authorised Signatory



THE 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 undertake 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."

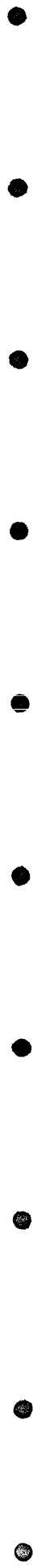
It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences

R. Alexander

465-467 Finchley Road, London
NW3 6HS



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Milan Babic Architects
B Bickels Yard
151B Bermondsey Street
London
SE1 3UWApplication Ref: **2015/2557/P**

04 March 2016

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:
465 - 467 Finchley Road
London
NW3 6HS

Proposal:

DECISION
Excavation of basement to provide storage area for existing ground floor unit.
Drawing Nos: Site plan, PA/BS/679/101, PA/BS/679/102, PA/BS/679/200, PA/BS/679/201,
AB1115_0102, AB1115_0001 Rev E, AB1115_SEQ_0001 Rev B, AB1115_SEQ_0002
Rev B, AB1115_SEQ_0003 Rev A, AB1115_SEQ_0004, AB1115_SEQ_0005,
AB1115_0008 Rev B, AB1115_0009 Rev B, AB1115/20151117.L2, AB1115_GEN_01
Rev A, 1115_S.I_0001 Rev A, Appendix A: Site plans and Exploratory Hole Logs,
Basement Impact Assessment Stage 1 & 2 (Screening and Scoping Study), Basement
Impact Assessment and Construction Method Statement dated April 2015, DV/BC/J12147
(Ground movement analysis letter report), PA 679/1001, Underpinning Method Statement
prepared by City Building (D&Z) Limited, Construction Phase Plan prepared by City
Builders Limited

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: Site plan, PA/BS/679/101, PA/BS/679/102, PA/BS/679/200, PA/BS/679/201, AB1115_0102, AB1115_0001 Rev E, AB1115_SEQ_0001 Rev B, AB1115_SEQ_0002 Rev B, AB1115_SEQ_0003 Rev A, AB1115_SEQ_0004, AB1115_SEQ_0005, AB1115_0008 Rev B, AB1115_0009 Rev B, AB1115/2015/1117/L2, AB1115_GEN_01 Rev A, 1115_S.I_0001 Rev A, Appendix A: Site plans and Exploratory Hole Logs, Basement Impact Assessment Stage 1 & 2 (Screening and Scoping Study), Basement Impact Assessment and Construction Method Statement dated April 2015, DV/BC/J12147 (Ground movement analysis letter report), PA 679/1001, Underpinning Method Statement prepared by City Building (D&Z) Limited, Construction Phase Plan prepared by City Builders Limited

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

- 3 Prior to the commencement of development, 'approval in principle' (AIP) for the proposed development must be secured from Transport for London (the highway authority for the site).

Reason: To ensure the structural integrity of the public highway is maintained in accordance with the requirements of policy CS5 and CS11 of the London Borough of Camden Local Development Framework Core Strategy and policies DP16 and DP21 of the London Borough of Camden Local Development Framework Development Policies.

- 4 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, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. 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 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.

- 5 The development shall be carried out in strict accordance with the basement impact assessment prepared by Abstract Consulting Engineers dated 30/04/2015 and associated supporting documents hereby approved.

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.

Informative(s):

- 1 Reasons for granting permission.

The application site is an end of terrace property on the south west side of Finchley Road on the corner with West End Lane, located on a TfL (Transport for London) Red Route and within a neighbourhood centre. The property is a four storey building fronting Finchley Road and benefits from access to both street frontages as well as a rear alleyway. The site has been unoccupied and boarded up for an extended period. The site lies within the Fortune Green and West Hampstead Neighbourhood Plan area.

The proposal seeks permission for a basement to provide a new storage area for the ground floor A1/A2 unit, an area of c.80 - 90 sq metres, beneath the existing footprint of the property. A Basement Impact Assessment (BIA) has been submitted and independently verified in accordance with Policy DP27 and Camden Planning Guidance 4. It is accepted that the BIA has shown that the development will have no significant detrimental effect on slope or ground stability of the surrounding area and will not detrimentally affect the hydrogeology of the surrounding area. The independent audit report concludes that the applicant's BIA has adequately identified the potential impacts from basement construction and proposes sufficient mitigation in accordance with the requirements of policy DP27 and CPG4.

The non-habitable use of storage is considered appropriate for the basement development proposed. The proposed basement plan layout will be split the floor area into three sections. It is considered that the proposed design and layout is acceptable for storage use.

The proposed extension is not considered to be detrimental to neighbouring residential amenity. The site's planning history was taken into account when coming to this decision.

No objections were received from neighbouring properties as a result of

consultation. However TfL's consultation response requires that an Approval in Principle (AIP) is secured as well as a CMP (Construction Management Plan). A condition has been attached to this Decision Notice to ensure that works do not commence on the site until the AIP from TfL is secured. The Construction Management Plan would be secured by legal agreement.

As such, the proposed development is in general accordance with policies CS5, CS11 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP16, DP21, DP23, DP24, DP26 and DP27 of the London Borough of Camden Local Development Framework Development Policies and with the Fortune Green and West Hampstead Neighbourhood Plan. The proposed development also accords with policies 7.4, 7.6 of the London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17, 56-68, 100 and 103 of the National Planning Policy Framework.

- DRAFT**
- 2 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).
 - 3 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's 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.
 - 4 Guidance on AIP requirements, and AIP submissions, should be forwarded to structurestechnicalapproval@tfl.gov.uk.
 - 5 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.
 - 6 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.

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.

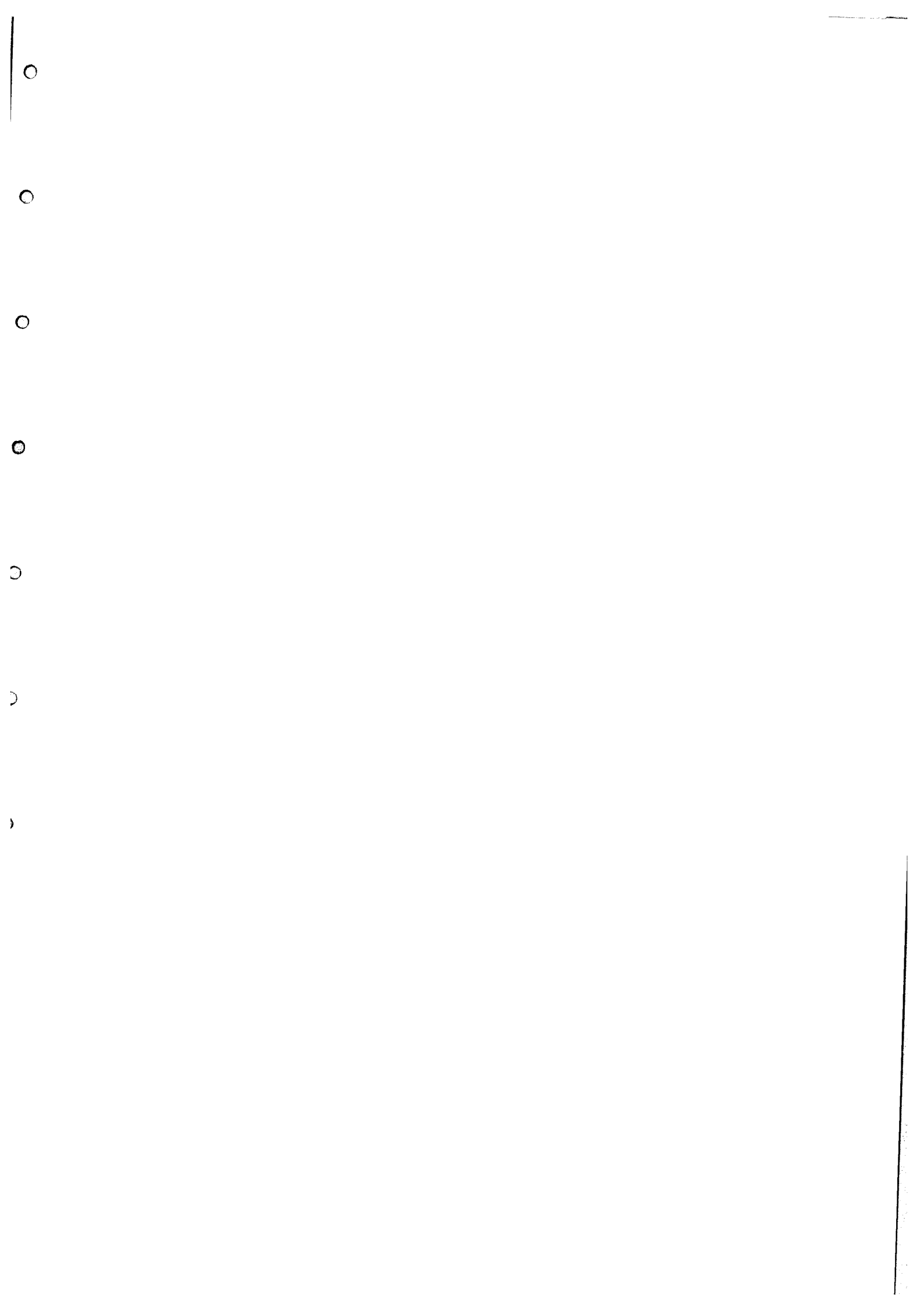
Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION





DATED

15th MARCH

2016

**(1) AKBARALI JETHA GOVANI
DOLATKHANU AKBARALI JETHA GOVANI and
AMYN GOVANI**

and

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

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relating to land known as
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