

DATED

14TH JULY

2016

(1) GRANADA DEVELOPMENTS LIMITED

and

(2) MIZRAHI TEFAHOT BANK 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

73 MAYGROVE ROAD, LONDON NW6 2EN

pursuant to Section 106 of the Town and Country Planning

Act 1990 (as amended) and

Section 278 of the Highways Act 1980

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

Legal/JL/1781.662
V16.06.16

THIS AGREEMENT is made the 14th day of July 2016

B E T W E E N:

- i. **GRANADA DEVELOPMENTS LIMITED** (Co. Regn. No. 02861300) whose registered office is at 109 Gloucester Place, London W1U 6JW (hereinafter called "the Owner") of the first part
- ii. **MIZRAHI TEFAHOT BANK LIMITED** (Incorporated in Tel Aviv) of 30 Old Broad Street, London EC2N 1HQ (hereinafter called "the Mortgagee") of the second part
- iii. **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 Number NGL453066 and as leasehold proprietor with Title absolute of Units 1 and 3 forming part of the Property under title numbers NGL770327 and NGL779431, all subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold and leasehold owner of the Property 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 the Council resolved to grant permission conditionally under reference number 2015/2301/P subject to 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 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 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 Numbers NGL453066 NGL770327 and NGL779431 and dated 10 September 2015 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 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 (which may also include the construction of the Neighbouring 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 Schedule hereto to ensure the Construction Phase of the

		<p>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> <ul style="list-style-type: none"> (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 any demolition on the Property and the building out of the Development; (b) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction; (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 normal traffic arrangements (if any); (d) the inclusion of a waste management strategy for handling and disposing of construction waste; and (e) identifying means of ensuring the provision of information to the Council and
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		provision of a mechanism for monitoring and reviewing as required from time to time
2.5	"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 any demolition works</p>
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"	The erection of 2 storey side extension at 1st and 2nd floor and single storey side extension at 1st floor (both extensions bridging over existing vehicle access at ground floor) to provide additional live/work unit and extension of existing live/work unit as shown on drawing numbers (257-)PL10 PO1 G; PL20E01 K; PL20E02 G; PL20E03 G; PL20E10 C; PL20E11 C; PL20E12 C; PL20E13 C; PL20P01 F; PL20PO2 F; B10P01 A; B20E00 A; B20E02 A; B20P00 B; B20P02 A; B20P04 A
2.8	"the Highways Contribution"	the sum of £16,182.81 (sixteen thousand one hundred and eighty two pounds and eighty one pence) to be paid by the Owner to the Council in in respect of the Development in accordance with

		<p>the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works"):-</p> <p>a) resurfacing the footways adjacent to the Property;</p> <p>b) any other works the Council acting reasonably requires as a direct result of the Development</p> <p>all works will be subject to final measure and any level adjustment required and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and <u>excludes any statutory undertakers costs</u></p>
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 Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.11	"Neighbouring Development"	The erection of a mansard roof incorporating 3 residential dwellings (1x1bed & 2x2bed) on the Neighbouring Property in respect of which planning permission is to be granted by the Council under reference number 2015/2396/P

2.12	"Neighbouring Property"	the land known as 73A Maygrove Road, London NW6 2EG the same as shown shaded grey on the plan annexed hereto and labelled Plan 2
2.13	"Nominated Unit"	means the additional live/work unit created by the Development as shown for identification purposes edged in green on drawing number 257-PL20P01 rev F and 257-PL20PO2 F annexed hereto and labelled Plan 3
2.14	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.15	"the Parties"	mean the Council the Owner and the Mortgagee
2.16	"Plan 1"	the plan of the Property
2.17	"Plan 2"	the plan of the Neighbouring Property
2.18	"Plan 3"	the plan of the Nominated Unit
2.19	"the Planning Application"	a planning application in respect of the Development of the Property for which a resolution to grant permission has been passed conditionally by the Council under reference number 2015/2301/P subject to conclusion of this Agreement
2.20	"Planning Obligations Monitoring Officer"	a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.21	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.22	"the Property"	the land known as 73 Maygrove Road, London NW6 2EG the same as shown shaded grey on the plan annexed hereto and labelled Plan 1
2.23	"the Public Highway"	any carriageway footway and/or verge adjoining the Property maintainable at public expense
2.24	"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
2.25	"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 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, 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 capped" housing in accordance with Clause 4.1 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE

- 4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying the Nominated Unit forming part of the Development each new resident of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 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 Nominated Unit forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), .

4.2 CONSTRUCTION MANAGEMENT PLAN

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

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

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

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

4.3 HIGHWAYS WORKS

4.3.1 On or prior to the Implementation Date to:-

- (i) pay to the Council the Highways Contribution in full; and

(ii) submit to the Council the Level Plans for approval.

4.3.2 Not to Implement or to allow Implementation until such time as the Council has:-

- (i) received the Highways Contribution in full; and
- (ii) approved the Level Plans as demonstrated by written notice to that effect.

4.3.3 For the avoidance of doubt THE OWNER ACKNOWLEDGES that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate and does not undertake any responsibility in connection with any required statutory undertakers works and that the Highways Contribution excludes any statutory undertakers costs and the AND THE COUNCIL ACKNOWLEDGES that if the Development is constructed at the same time as the Neighbouring Development then payment of the Highway Works Contribution will also discharge any obligation to pay a highways contribution in respect of the Neighbouring Development and the Owner will be under no further obligation to pay a highways contribution in respect of the Neighbouring Development.

4.3.4 On completion of the Highway Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") reasonably and properly expended by the Council in carrying out the Highway Works together with (upon written request) details of how the Highways Contribution has been spent.

4.3.5 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

4.3.6 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Highway Contribution.

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 2015/2301/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 provide through its Planning Obligations Monitoring Officer confirmation of compliance and if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such request 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 2015/2301/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.8 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 2015/2301/P. Electronic Transfer be made directly to the 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.

- 5.7 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.
- 5.8 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 Central Statistical Office 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

$$A = B \times \frac{(Y-X)}{X}$$

- 5.9 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, 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 2015/2301/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 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 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 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. **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

EXECUTED AS A DEED BY
GRANADA DEVELOPMENTS LIMITED
acting by a Director

)
)
)



Director

in the presence of a witness



Signature of witness

ZAMIA HAIM

Name of witness (BLOCK CAPITALS)

73 MAYGROVE ROAD

NW6 2EG

Address of witness

Signed as a Deed
for and on behalf of
Mizrahi Tefahot Bank Limited by:


Authorised Signatory
Authorised Signatory

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

APB

.....
Authorised Signatory



THE SCHEDULE
Pro Forma
Construction Management Plan

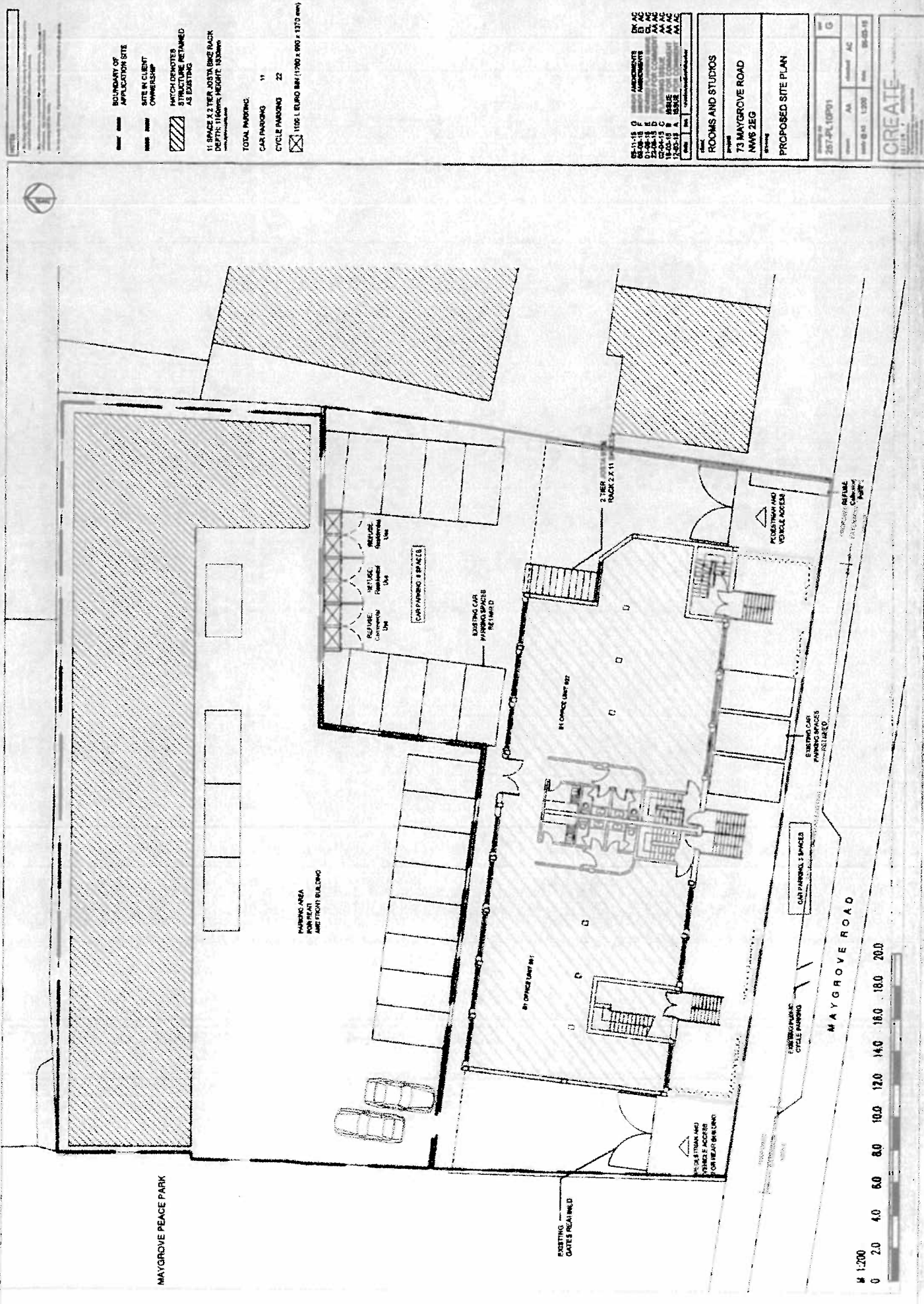
The Council has produced a pro-forma Construction Management Plan that can be used to prepare and submit a Construction Management Plan to meet technical highway and environmental health requirements. This document should be prepared, submitted and receive approval from the Council well in advance of works starting.

The pro-forma Construction Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-applications/making-an-application/supporting-documentation/planning-obligations-section-106/>

Please use the Minimum Requirements (also available at the link above) 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



BOUNDARY OF APPLICATION SITE
SITE IN CLIENT OWNERSHIP
MATCH DRAWINGS STRUCTURE RETAINED AS EXISTING

1: SPACE 2.2 TIER 2000mm HIGH BACK DEPTH: 1100mm, HEIGHT: 1800mm

TOTAL PARKING: 11

CAR PARKING: 11

CYCLE PARKING: 22

1105 L ELMO BH (1900 x 900 x 1370 mm)

NO.	DESCRIPTION	DATE	BY	CHKD
01	ISSUED FOR COMMENT	18-03-18	A	AC
02	ISSUED FOR COMMENT	18-03-18	A	AC
03	ISSUED FOR COMMENT	18-03-18	A	AC
04	ISSUED FOR COMMENT	18-03-18	A	AC
05	ISSUED FOR COMMENT	18-03-18	A	AC
06	ISSUED FOR COMMENT	18-03-18	A	AC
07	ISSUED FOR COMMENT	18-03-18	A	AC
08	ISSUED FOR COMMENT	18-03-18	A	AC
09	ISSUED FOR COMMENT	18-03-18	A	AC
10	ISSUED FOR COMMENT	18-03-18	A	AC

NO.	DESCRIPTION	DATE	BY	CHKD
01	ISSUED FOR COMMENT	18-03-18	A	AC
02	ISSUED FOR COMMENT	18-03-18	A	AC
03	ISSUED FOR COMMENT	18-03-18	A	AC
04	ISSUED FOR COMMENT	18-03-18	A	AC
05	ISSUED FOR COMMENT	18-03-18	A	AC
06	ISSUED FOR COMMENT	18-03-18	A	AC
07	ISSUED FOR COMMENT	18-03-18	A	AC
08	ISSUED FOR COMMENT	18-03-18	A	AC
09	ISSUED FOR COMMENT	18-03-18	A	AC
10	ISSUED FOR COMMENT	18-03-18	A	AC

NO.	DESCRIPTION	DATE	BY	CHKD
01	ISSUED FOR COMMENT	18-03-18	A	AC
02	ISSUED FOR COMMENT	18-03-18	A	AC
03	ISSUED FOR COMMENT	18-03-18	A	AC
04	ISSUED FOR COMMENT	18-03-18	A	AC
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07	ISSUED FOR COMMENT	18-03-18	A	AC
08	ISSUED FOR COMMENT	18-03-18	A	AC
09	ISSUED FOR COMMENT	18-03-18	A	AC
10	ISSUED FOR COMMENT	18-03-18	A	AC

ROOMS AND STUDIOS
73 MAYGROVE ROAD
NWS 2EG
PROPOSED SITE PLAN

287-PL-0091

1:200

1:200

1:200

1:200

1:200

Plan 1



NOTES

- 1. The City of Sydney is the owner of the land and the owner's consent is required for the development.
- 2. The development is subject to the City of Sydney's Development Control Plan (DCP) and the City of Sydney's Planning Scheme.
- 3. The development is subject to the City of Sydney's Planning Scheme and the City of Sydney's Development Control Plan (DCP).
- 4. The development is subject to the City of Sydney's Planning Scheme and the City of Sydney's Development Control Plan (DCP).

CONTRIBUTORS 2007

As a condition of the development, the applicant must provide the following contributions to the City of Sydney:

- 1. Contribution to the City of Sydney's Planning Scheme.
- 2. Contribution to the City of Sydney's Development Control Plan (DCP).
- 3. Contribution to the City of Sydney's Planning Scheme.
- 4. Contribution to the City of Sydney's Development Control Plan (DCP).

BOUNDARY OF APPLICATION SITE

SITE IN CLIENT OWNERSHIP

03/04/15 A ISSUE FOR COMMENT AA AC

Client	ROOMS AND STUDIOS
Project	73 MAYGROVE ROAD BLOCK A
Drawing	OS MAP

Project No	219-B10P00
Drawn	AA
Checked	AC
Scale @ A3	1:500
Date	05-03-2015

CREATE

03/04/15 A ISSUE FOR COMMENT AA AC

INDIVIDUALIZED UNIT

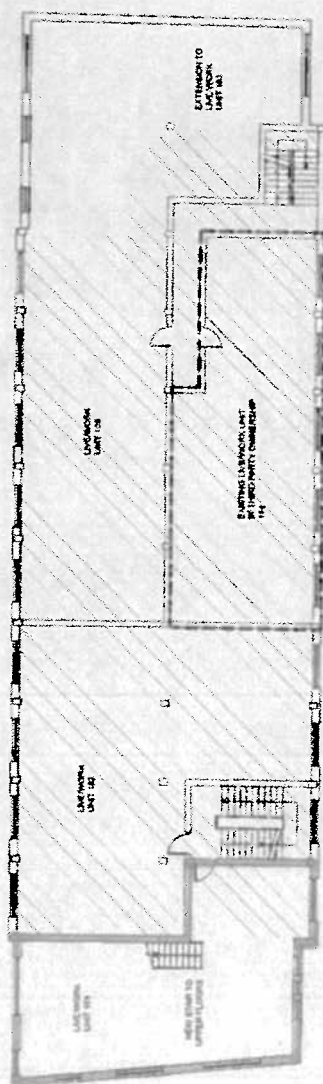
DATE	BY	REVISION	DESCRIPTION
1-16	F	1	MINOR AMENDMENTS
12-15	E	1	PLANNING ISSUE
12-15	D	1	ISSUED FOR COMMENT
12-15	C	1	MINOR AMENDMENTS
12-15	C	1	PLANNING ISSUE
12-15	B	1	MINOR AMENDMENTS
12-15	A	1	PLANNING ISSUE

ROOMS AND STUDIOS	73 MAYGROVE ROAD NWS 2EG	PROPOSED FIRST FLOOR PLAN
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257-PL-208901	AA	ABSTRACT AC	44 F
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CREATE

WATCH DENOTES
STRUCTURE RETAINED
AS EXISTING



1200

Plan 3

TERMINATED UNIT

PROJECT NO. 257-AP-20P02
 DATE 21-03-2015
 SCALE 1:200
 DRAWN BY [Signature]
 CHECKED BY [Signature]
 APPROVED BY [Signature]

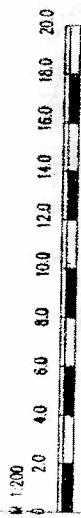
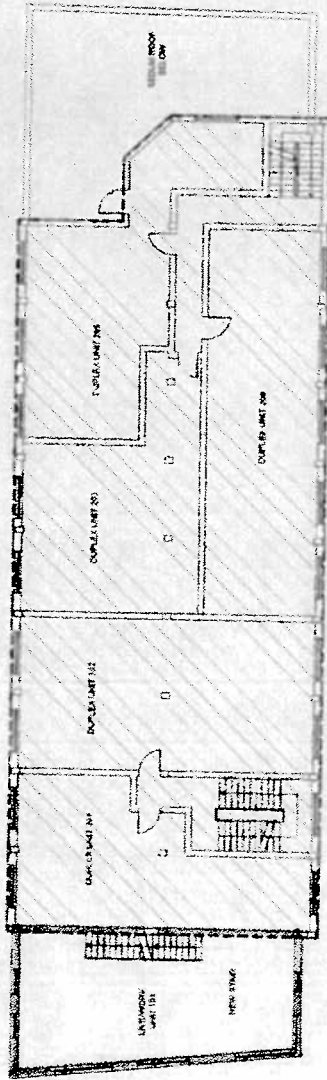
NOTES:
 1. MATCH DENOTES
 STRUCTURE REMAINED
 2. NEW
 3. THRU PARTY OWNERSHIP

REVISIONS
 NO. DATE DESCRIPTION
 1 15/03/15 A BASE FOR CONCRETE
 2 15/03/15 B
 3 15/03/15 C
 4 15/03/15 D
 5 15/03/15 E
 6 15/03/15 F
 7 15/03/15 G
 8 15/03/15 H
 9 15/03/15 I
 10 15/03/15 J
 11 15/03/15 K
 12 15/03/15 L
 13 15/03/15 M
 14 15/03/15 N
 15 15/03/15 O
 16 15/03/15 P
 17 15/03/15 Q
 18 15/03/15 R
 19 15/03/15 S
 20 15/03/15 T
 21 15/03/15 U
 22 15/03/15 V
 23 15/03/15 W
 24 15/03/15 X
 25 15/03/15 Y
 26 15/03/15 Z

ROOMS AND STUDIOS
73 MAYGROVE ROAD
NW 25G
PROPOSED SECOND FLOOR PLAN

257-AP-20P02
PG 1
DATE 21-03-2015

CREAT



Savills
Savills
74 High Street
Sevenoaks
Kent
TN13 1JR

Application Ref: **2015/2301/P**

13 January 2016

Dear Sir/Madam

FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION
Town and Country Planning Act 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
73 Maygrove Road
London
NW6 2EG

Proposal:

Erection of 2 storey side extension at 1st and 2nd floor and single storey side extension at 1st floor (both extensions bridging over existing vehicle access at ground floor) to provide additional live/work unit and extension of existing live/work unit.

Drawing Nos: (257-)PL10 PO1 G; PL20E01 K; PL20E02 G; PL20E03 G; PL20E10 C; PL20E11 C; PL20E12 C; PL20E13 C; PL20P01 F; PL20P02 F; B10P01 A; B20E00 A; B20E02 A; B20P00 B; B20P02 A; B20P04 A

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 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Details including sections at 1:10 of typical windows (including window reveal, jambs, head and cill).

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

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the works.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 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.

- 4 Prior to the relevant part of the development commencing a plan showing details of the green/brown bio-diverse roof including species, planting density, substrate and a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability of the green roof, and a programme for a scheme of maintenance shall be submitted to and approved in writing by the local planning authority. The green roof 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 of maintenance.

Reason: To ensure that the green roof is suitably designed and maintained in accordance with the requirements of policies CS13, CS14, CS15 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and

policies DP22, DP23, DP24 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the development commences, details of secure and covered cycle storage area for 22 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26, DP28 and DP12 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 8 The new live work unit within the extension hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans: (257-)PL10 PO1 G; PL20E01 K; PL20E02 G; PL20E03 G; PL20E10 C; PL20E11 C; PL20E12 C; PL20E13 C; PL20P01 F; PL20P02 F; B10P01 A; B20E00 A; B20E02 A; B20P00 B; B20P02 A; B20P04 A

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

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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be £8,895 (177.9sqm x £50 for Mayoral CIL and £88,950 (177.9sqm x £500) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 4 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.

- 5 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>.
- 6 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.
- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

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

Savills
Savills
74 High Street
Sevenoaks
Kent
tn13 1jr

Application Ref: **2015/2396/P**

13 January 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:
Interlink House
73A Maygrove Road
London
NW6 2EG

DECISION

Proposal:
Erection of a mansard roof incorporating 3 residential dwellings (1x1bed & 2x2bed).
Drawing Nos: 219-B10P00 A; 219-A10P00 B; A20E01 B; 219-PL0E04 A; 219-PL20E05 A;
A20P01 C; A20P03 B; A20P10 B; A20S00 A; A20S01 A; B10P01 A; B10E01 A; B20PO1 B

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 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted to and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CS13 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22 and DP23 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The 3x residential units within the mansard hereby approved shall be designed and constructed in accordance with Building Regulations Part M4 (2).

Reason: To ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Before the development commences, details of secure and covered cycle storage area for at least 29 cycles shall be submitted to and approved by the local planning authority. The approved facility shall thereafter be provided in its entirety prior to the first occupation of any of the new units, and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the development commences, details of the location, design and method of waste storage and removal including recycled materials, shall be submitted to and approved by the local planning authority in writing. The facility as approved shall be provided prior to the first occupation of any of the new units and permanently retained thereafter.

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CS18 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 No development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the local planning authority in writing. [Such details shall include details of any proposed earthworks including grading, mounding and other changes in ground levels.] The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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 policy CS14 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.

- 8 All hard and soft landscaping works shall be carried out in accordance with the approved landscape details prior to the occupation for the permitted use of the development or any phase of the development. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

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 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.

- 9 The development hereby permitted shall be carried out in accordance with the following approved plans: 219-B10P00 A; 219-A10P00 B; A20E01 B; 219-PL0E04 A; 219-PL20E05 A; A20P01 C; A20P03 B; A20P10 B; A20S00 A; A20S01 A; B10P01 A; B10E01 A; B20P01 B

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

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 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the information given on the plans, the Mayor's CIL Charging Schedule and the Camden Charging Schedule, the charge is likely to be 14,530 (290.6sqm x £50) for Mayoral CIL and £145,300 (290.6 x £500) for the Camden CIL.

This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the CIL Additional Information Requirement Form or other changes in circumstances. Both CIL's will be collected by Camden after the scheme has started and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement and/or for late payment. We will issue a formal liability notice once the liable party has been established. CIL payments will also be subject to indexation in line with the construction costs index.

- 4 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 5 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>.
- 6 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.

- 7 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.

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