

DATED

20 APRIL

2016

(1) DEXBAY PROPERTIES LIMITED

and

(2) ALDERMORE BANK PLC

and

(3) B M SAMUELS FINANCE GROUP PLC

and

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

A G R E E M E N T

relating to land known as
42 Caversham Road, London NW5 2DS
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

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THIS AGREEMENT is made the 20th day of APRIL 2016

B E T W E E N:

- i. **DEXBAY PROPERTIES LIMITED** (Co. Regn. No.8126832) whose registered office is at 3a Linthorpe Road, Stamford Hill, London N16 5RE (hereinafter called "the Owner") of the first part
- ii. **ALDERMORE BANK PLC** (Co. Regn. No. 947662) of 1st Floor Block B, Western House, Peterborough Business Park, Lynch Wood, Peterborough PE2 6FZ (hereinafter called "First Mortgagee") of the second part
- iii. **B M SAMUELS FINANCE GROUP PLC** (Co. Regn. No. 1055337) of 302-308 Preston Road, Harrow HA3 0QP (hereinafter called "Second Mortgagee") of the third part
- iv. **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 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL424273, subject to a charge to the First Mortgagee and Second Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14 August 2015 and the Council resolved to grant permission conditionally under reference number 2015/3052/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 First Mortgagee as mortgagee under a legal charge registered under Title Number NGL424273 and dated 28 September 2012 is willing to enter into this Agreement to give its consent to the same.
- 1.8 The Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL424273 and dated 14 October 2014 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 | "Basement Approval in Principle Application" | an application to the Council's Highways structural team for an approval in principle of the construction of the basement (forming part of the Development) which is to be assessed by the Council with a view to ensuring that sufficient loadings are maintained at all times at |

- the interaction of the Development site and the Public Highway so as to ensure that the Public Highway is not compromised at any time during the Construction Phase or thereafter
- 2.4 “Basement Approval in Principle Contribution” the sum of £3,000 to be applied by the Council in event of receipt towards the assessment by the Council’s Highways structural team of the Basement Approval in Principle Application
- 2.5 “the Burland Category of Damage” an industry recognised category of structural damage as specified at para 2.30 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto
- 2.6 “Carbon Offset Contribution” the sum of £2,297.87 to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards off-site carbon reduction measures in the vicinity of the Development
- 2.7 “the Certificate of Practical Completion” the certificate issued by the Owner’s contractor architect or project manager certifying that the Development has been completed
- 2.8 “Construction Management Plan” a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council’s Considerate Contractor Manual and in the form of the Council’s Pro Forma Construction Management Plan as set out in the First Schedule hereto to ensure the Construction Phase of the

Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) a statement to be submitted to the 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) proposals to ensure there are no adverse effects on the Conservation Area features;
- (iii) amelioration and monitoring 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.

2.9 "the Construction Phase"

the whole period between:

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

and for the avoidance of doubt includes the demolition of the Existing Buildings

2.10 "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

2.11 "Detailed Basement Construction Plan"

a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment By Geotechnical & Environmental Associates dated 1 May 2015 submitted with the Planning Application and to

include the following key stages:-

1. the Owner to appoint an independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the Basement Design Engineer”) AND FOR DETAILS OF THE APPOINTMENT TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE (and for the Owner to confirm that any change in Basement Design Engineer during the Construction Phase with the Council in advance of any appointment); and,
2. the Basement Design Engineer to formulate the appropriate plan to fulfil the requirements of the Detailed Construction Basement Plan and at all times to ensure the following:-
 - (a) that the design plans have been undertaken in strict accordance with the terms of this Agreement incorporating proper design and review input into the detailed design phase of the Development and ensuring that appropriately conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties have been incorporated into the final design; and

(b) that the result of these appropriately conservative figures ensure that that the Development will be undertaken without any impact on the structural integrity of the Neighbouring Properties beyond "Slight" with reference to the Burland Category of Damage; and

(c) that the Basement Design Engineer having confirmed that the design plans have been undertaken in strict accordance with this Agreement and includes a letter of professional certification confirming this and that the detailed measures set out in sub-clauses (i)-(vii) below have been incorporated correctly and appropriately and are sufficient in order to achieve the objectives of the Detailed Basement Construction Plan;

(i) reasonable endeavours to access and prepare a detailed structural appraisal and conditions survey of all the Neighbouring Properties to be undertaken by an independent suitably qualified and experienced chartered surveyor (and for details to be provided to the Council if this is not undertaken in full or part)

(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions

with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

- (iii) detailed design drawings incorporating conservative modelling relating to the local ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;
- (iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;
- (v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all

associated drainage and/or ground water diversion measures required to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

(vi) measures to ensure ground water monitoring equipment shall be installed prior to Implementation and retained with monitoring continuing during the Construction Phase and not to terminate monitoring until the issue of the Certificate of Practical Completion (or other time agreed by the Council in writing); and,

(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and 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.

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development (“the

Certifying Engineer”) AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,

4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.
5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.
6. The Owner to respond to any further

questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.12 "the Development"

Erection of basement plus 5-storey, 18 x unit residential development, following demolition of 11 x residential unit building as shown on drawing numbers:

1217-NMP-XX-ZZ-SH-A-00902-923-Average Daylight Factors All Units compressed; Ground Movement Assessment Report (J14023A), prepared by Geotechnical & Environmental Associates Limited, dated 8 May 2015; BIA Audit Response, prepared by Norton Mayfield Architects, dated 25/09/2015; Construction Method Statement (8617-doc-001-rev 00), prepared by Gurney Consulting Engineers; Site Investigation and Basement Impact Assessment Report (J14023), prepared by Geotechnical & Environmental Associates Limited, dated 3 November 2015; Air Quality Assessment Report (Ref: 14-1172) November 2015, prepared by Syntegra Consulting Limited; Energy Strategy Report (Ref: 13-426) December 2015, prepared by Syntegra Consulting Limited; Revised Acoustic Assessment of Proposed Apartments (Reference 3566), prepared Atspace Ltd, dated

April 2015; Daylight, Sunlight & Overshadowing Report (Ref: 14-1172), prepared by Syntegra Consulting Limited, dated January 2015; Final certificate (15/18657/MYFFU/MJ), prepared by London Building Control Limited, dated 17/07/2015; Drainage maintenance strategy for the Sustainable Drainage (ref:8617), prepared by Gurney Consulting Engineers, dated 11/11/15; Surface Water Drainage Pro-forma prepared by IC Durkin dated 03/12/2015; 1217-NMP-XX-RF-DR-A-00101 Rev P1; 1217-E-101 Rev P1; 42 Caversham Road - Basement Impact Assessment Audit (D1), prepared by Campbell Reith, dated December 2015, 42 Caversham Road - Basement Impact Assessment Audit (F1), prepared by Campbell Reith, dated December 2015.

RL GR
1217-NMP-XX-ZZ-DR-B-00001 Rev P1; 1217-NMP-XX-00-DR-B-00100 Rev P²~~1~~; 1217-NMP-XX-01-DR-B-00100 Rev P2; 1217-NMP-XX-02-DR-B-00100 Rev P2; 1217-NMP-XX-ZZ-DR-B-00201 Rev P1; 1217-NMP-XX-ZZ-DR-B-00202 Rev P1; 1217-NMP-XX-ZZ-DR-B-00203 Rev P1; 1217-NMP-XX-ZZ-DR-B-00204 Rev P1; 1217-NMP-XX-05-DR-A-00101 Rev P1; 1217-NMP-XX-B1-DR-A-01^{0100 Rev P4}217-NMP-XX-00-DR-A-00100 P6; 1217-NMP-XX-00-DR-A-00100 Rev ~~P5~~ *RL GR* P5; 1217-NMP-XX-01-DR-A-00100 Rev P5; 1217-NMP-XX-02-DR-A-00100 Rev P5; 1217-NMP-XX-03-DR-A-00100 Rev P4; 1217-NMP-XX-04-DR-A-00100 Rev P4; 1217-NMP-XX-RF-DR-A-00100 Rev P4; 1217-NMP-XX-ZZ-DR-A-00301 Rev P2; 1217-NMP-XX-ZZ-DR-A-00302 Rev P2; 1217-NMP-XX-ZZ-DR-A-00303 Rev P3; 1217-NMP-XX-ZZ-DR-A-00304 Rev

P2; 1217-NMP-XX-ZZ-RP-A-00001 : Design & Access Statement : Revision P1 : Status S2; DA APPENDIX B Rev A Accessibility Statement; 1217-NMP-XX-ZZ-RP-A-00002 : Planning Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00003 : Construction Management Plan : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00007 : Nature Conservation Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00006 : Sustainability Statement : Revision P2 : Status S2; 1217-NMP-XX-ZZ-SH-A-00930 Water Efficiency Calculator; ~~217-NMP-XX-ZZ-SH-A-00922 Rev P1~~; ^{RI}_{AL} 1217-NMP-XX-ZZ-VF-A-00701 Rev P1; 1217-NMP-XX-ZZ-SH-A-00901 Rev P1; 1217-NMP-XX-ZZ-VF-A-00702 Rev P1; 1217-NMP-XX-ZZ-VF-A-00703 Rev P1; 1217-NMP-XX-ZZ-VF-A-00704 Rev P1

2.13 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions including the following:-

- a) further details of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 25% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- b) separate metering of all low and zero

carbon technologies to enable the monitoring of energy and carbon emissions and savings;

- c) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- d) measures to enable future connection to a local energy network at the boundary of the Property;
- e) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- f) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Property certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and

- g) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

2.14 "the Highways Contribution"

the sum of £9,249.68 to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works to the Public Highway and associated measures in the vicinity of the Property and as are required due to the Development described below, namely ("the Highways Works") these to include costs associated with:

- a) resurfacing the footways adjacent to the Property
- b) any other works the Council acting reasonably considers necessary as a direct result of the Development.

all works will be subject to final measure 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 excludes any statutory undertakers costs

2.15 "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 PROVIDED THAT material operation shall not include, the erection of fencing or other means of enclosure

- for site security and the display of advertisements
- 2.16 "the Level Plans" plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
- 2.17 "Neighbouring Properties" the neighbouring properties known as 40 Caversham Road and 44-46 Caversham Road
- 2.18 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly but shall not include occupation by personnel engaged in construction or fitting out or occupation for marketing or display or occupation in relation to security operations
- 2.19 "the Parties" mean the Council the Owner the First Mortgagee and the Second Mortgagee
- 2.20 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 14 August 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3052/P subject to conclusion of this Agreement
- 2.21 "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
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.23 "the Property" the land known as 42 Caversham Road, London NW5 2DS the same as shown shaded grey on the plan annexed hereto
- 2.24 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.25 "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
- 2.26 "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 of 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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" 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 any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to 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 residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 of this Agreement.

4.2 Highways Contribution

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

4.2.2 On or prior to the Implementation Date to submit to the Council the Level Plans for approval.

4.2.3 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution in full.

4.2.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans, such approval not to be unreasonably withheld..

4.2.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it reasonably considers to be appropriate.

4.2.6 On completion of the Highway Works the Council may 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.

4.2.7 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..

4.2.8 If the Certified Sum is less than the Highway Contribution then the Council shall within twenty eight days of the issuing of the said certificate pay to the Owner the amount of the difference between the Certified Sum and the Highways Contribution.

4.3 Construction Management Plan

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

4.3.2 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 such approval not to be unreasonably withheld.

4.3.3 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 that the impact on and disturbance to the surrounding environment and highway network is kept to a reasonable minimum.

4.3.4 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.

4.4 Basement Approval in Principle

4.4.1 On or prior to the Implementation Date to:-

- (a) submit to the Council the Basement Approval in Principle Application; and
- (b) pay to the Council the Basement Approval in Principle Contribution.

4.4.2 Not to Implement or permit Implementation of any part of the Development until such time as:

- (a) the Council has approved the Basement Approval in Principle Application as demonstrated by written notice to that effect; and
- (b) the Council has received the Basement Approval in Principle Application Contribution in full.

4.5 Carbon Offset Contribution

- 4.5.1 Prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.
- 4.5.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

4.6 Energy Efficiency and Renewable Energy Plan

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.
- 4.6.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan, including a plan confirming that roof panels have been installed, as approved by the Council have been incorporated into the Property.
- 4.6.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

4.7 Detailed Basement Construction Plan

- 4.7.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.7.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect. The Council must act reasonably in approving the Detailed Basement Construction Plan.
- 4.7.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.7.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.
- 4.7.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.
- 4.7.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as

approved by the Council and in the event of any breach 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 Practical 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 2015/3052/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall co-operate with each other 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 2015/3052/P.

- 5.7 Payment of the Highways Contribution, the Basement Approval in Principle Contribution and the Carbon Offset Contribution pursuant to Clauses 4.2, 4.4 and 4.5 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 2015/3052/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.
- 5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the 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

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

- 5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made.
6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-
- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, 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 2015/3052/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 by the Council.
- 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 First Mortgagee or the Second 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 First Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with the First Mortgagee's consent and that the Property shall be bound by the obligations contained in this Agreement and that the security of the mortgage over the Property shall take effect subject to this Agreement. PROVIDED THAT the First Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Property, as mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

7.3 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 PROVIDED THAT the Second Mortgagee shall otherwise have no liability under this Agreement unless it takes possession of the Property, as mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

AUTHORITY FOR SEALING/SIGNATURE
SECTION 106 AGREEMENT

42 CAVERSHAM ROAD, LONDON NW5 2DS

LONDON BOROUGH OF CAMDEN
REQUEST FOR DOCUMENT TO BE SEALED/SIGNED

The attached document is an Agreement under Section 106 of the Town and Country Planning Act 1990 between

1. **DEXBAY PROPERTIES LIMITED**
2. **ALDERMORE BANK PLC**
3. **BM SAMUELS FINANCE GROUP PLC**
4. **MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN**

and I confirm the document secures the obligations required by the London Borough of Camden in the granting of planning permission for development at the above property.

Committee Ref:

Development Control Committee [DATE]

CLIENT STATEMENT

I, ~~Gavin Sexton / Alex Bushell / Frances Wheat~~ of Development Control, Environment Department confirm that I am duly authorised by the Director of Culture and Environment to make this statement.

Signed *ABW* ~~Gavin Sexton / Alex Bushell / Frances Wheat~~

Dated *19/4* /2016

LEGAL STATEMENT

I certify that I have compared the above statement with the contract documents and confirm that it accurately describes the nature and effect of the document.

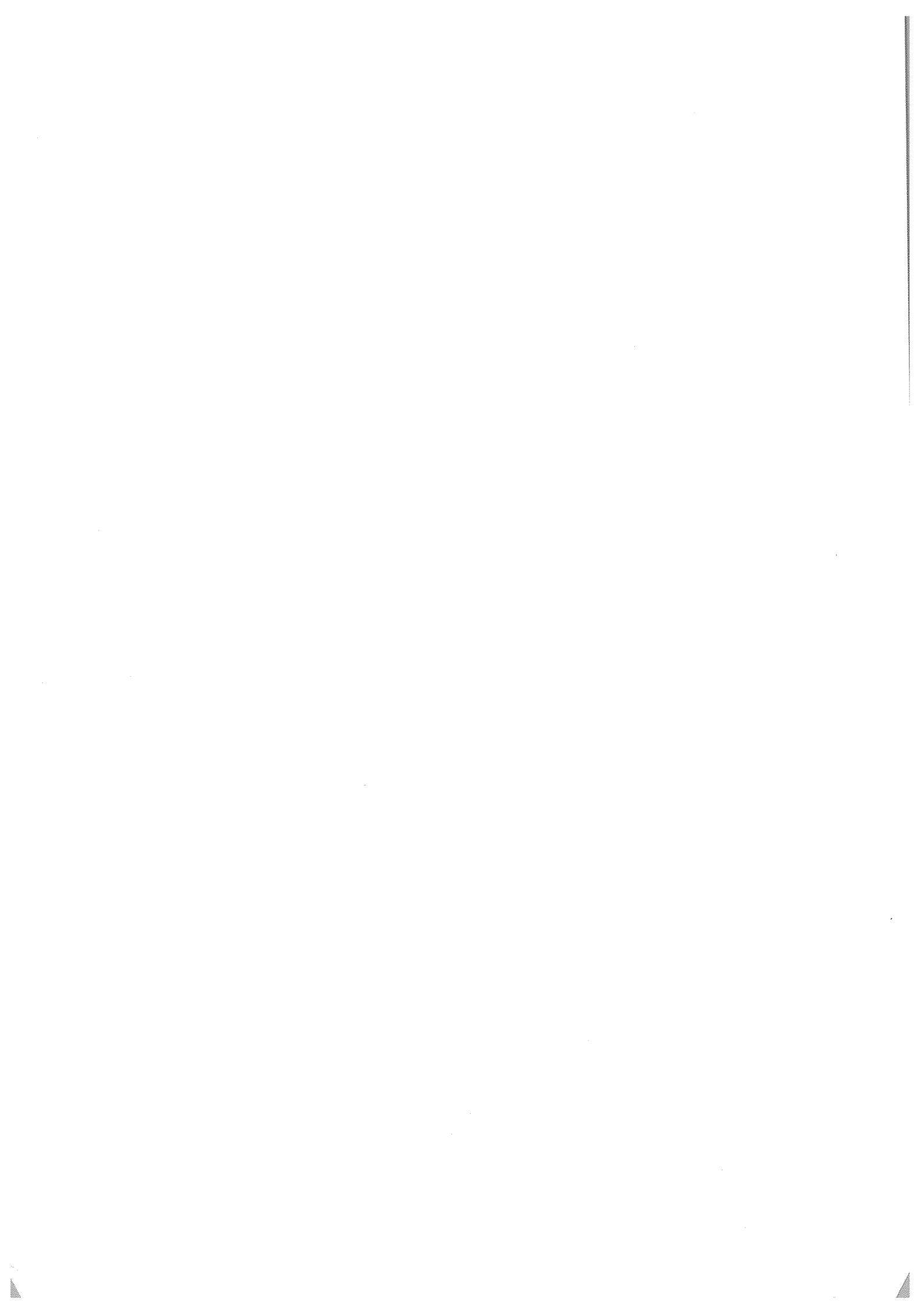
Signed *GR* **Gemma Robinson**

Dated *20/4/16*

SEAL REGISTER NUMBER

20766

20/4/16



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 the First Mortgagee and the Second Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
DEXBAY PROPERTIES LIMITED)
~~acting by a Director and its Secretary~~)
~~or by two Directors~~)

.....
Director

in the presence of :- Peter Bloom

.....
Director/Secretary

EXECUTED as a Deed on behalf of)
ALDERMORE BANK PLC)
by ROGER JOHN HOOLEY)
in the presence of:- Dawn Robins)

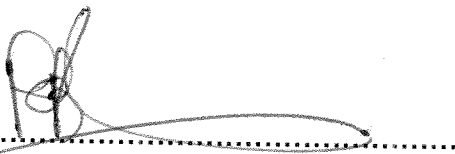
.....
D Hooley

EXECUTED as a Deed on behalf of)
B M SAMUELS FINANCE GROUP PLC)
by)
in the presence of:-)

.....


Director

and


.....

Secretary/Director

CONTINUATION OF SECTION 106 AGREEMENT FOR 42 CAVERSHAM ROAD,
LONDON NW5 2DS

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

P. Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

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

<https://www.camden.gov.uk/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

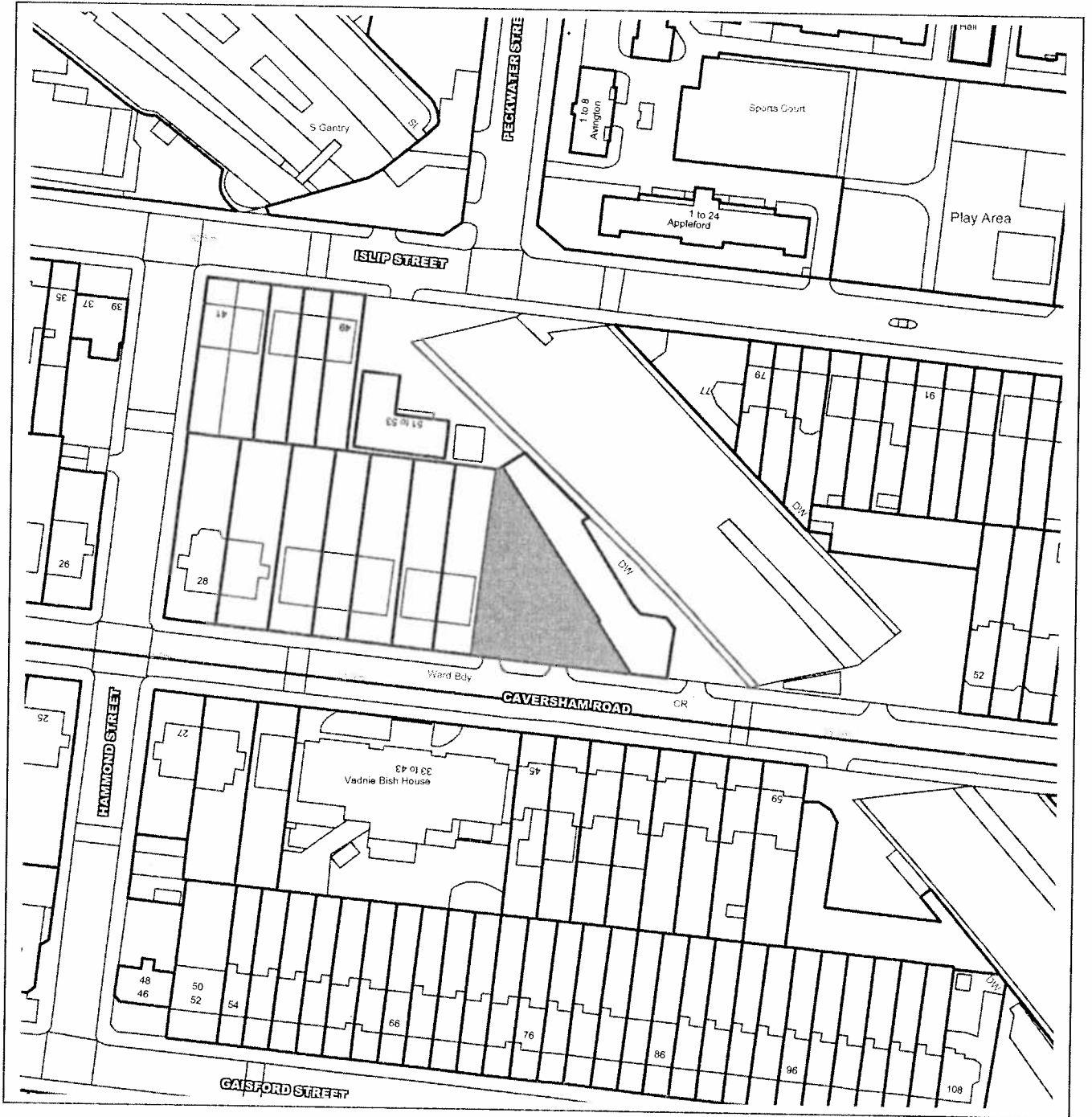
THE SECOND SCHEDULE
The Burland Category of Damage

Category of damage	Description of typical damage	Approximate crack width (mm)	Limiting tensile strain ϵ_{lim} (per cent)
0 Negligible	Hairline cracks of less than about 0.1 mm are classed as negligible	<0.1	0.0-0.05
1 Very slight	Fine cracks that can easily be treated during normal decoration. Perhaps isolated slight fracture in building. Cracks in external brickwork visible on inspection	<1	0.05-0.075
2 Slight	Cracks easily filled. Redecoration probably required. Several slight fractures showing inside of building. Cracks are visible externally and some repointing may be required externally to ensure weathertightness. Doors and windows may stick slightly.	<5	0.075-0.15
3 Moderate	The cracks require some opening up and can be patched by a mason. Recurrent cracks can be masked by suitable lining. Repointing of external brickwork and possibly a small amount of brickwork to be replaced. Doors and windows sticking. Service pipes may fracture. Weathertightness often impaired.	5-15 or a number of cracks > 3	0.15-0.3
4 Severe	Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Windows and frames distorted, floor sloping noticeably. Walls leaning or bulging noticeably, some loss of bearing in beams. Service pipes disrupted.	15-25 but also depends on number of cracks	>0.3
5 Very severe	This requires a major repair involving partial or complete rebuilding. Beams lose bearings, walls lean badly and require shoring. Windows broken with distortion. Danger of instability.	Usually > 25 but depends on number of cracks	

Damage Category Chart (CIRIA C580)

Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells

42 CAVERSHAM ROAD, LONDON NW5 2DS



Asphy
Antoine



Norton Mayfield Architects
Unit 7
Harland Works
70 John Street
Sheffield
South Yorkshire
S2 4QU

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

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

Application Ref: **2015/3052/P**

19 April 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:
42 Caversham Road
London
NW5 2DS

DECISION
Proposal:

Erection of basement plus 5-storey, 18 x unit residential development, following demolition of 11 x residential unit building.
Drawing Nos: 1217-NMP-XX-ZZ-SH-A-00902-923-Average Daylight Factors All Units compressed; Ground Movement Assessment Report (J14023A), prepared by Geotechnical & Environmental Associates Limited, dated 8 May 2015; BIA Audit Response, prepared by Norton Mayfield Architects, dated 25/09/2015; Construction Method Statement (8617-doc-001-rev 00), prepared by Gurney Consulting Engineers; Site Investigation and Basement Impact Assessment Report (J14023), prepared by Geotechnical & Environmental Associates Limited, dated 3 November 2015; Air Quality Assessment Report (Ref: 14-1172) November 2015, prepared by Syntegra Consulting Limited; Energy Strategy Report (Ref: 13-426) December 2015, prepared by Syntegra Consulting Limited; Revised Acoustic Assessment of Proposed Apartments (Reference 3566), prepared Atspace Ltd, dated April 2015; Daylight, Sunlight & Overshadowing Report (Ref: 14-1172), prepared by Syntegra Consulting Limited, dated January 2015; Final certificate (15/18657/MYFFU/MJ), prepared by London Building Control Limited, dated 17/07/2015; Drainage maintenance strategy for the Sustainable Drainage (ref:8617), prepared by Gurney Consulting Engineers, dated 11/11/15; Surface Water Drainage Pro-forma prepared by IC Durkin dated 03/12/2015; 1217-NMP-XX-RF-DR-A-00101 Rev P1; 1217-E-101 Rev P1; 42 Caversham Road - Basement Impact Assessment Audit (D1), prepared by Campbell Reith, dated December 2015, 42 Caversham Road - Basement Impact Assessment Audit (F1), prepared by

Campbell Reith, dated December 2015.

1217-NMP-XX-ZZ-DR-B-00001 Rev P1; 1217-NMP-XX-00-DR-B-00100 Rev P2; 1217-NMP-XX-01-DR-B-00100 Rev P2; 1217-NMP-XX-02-DR-B-00100 Rev P2; 1217-NMP-XX-ZZ-DR-B-00201 Rev P1; 1217-NMP-XX-ZZ-DR-B-00202 Rev P1; 1217-NMP-XX-ZZ-DR-B-00203 Rev P1; 1217-NMP-XX-ZZ-DR-B-00204 Rev P1; 1217-NMP-XX-05-DR-A-00101 Rev P1; 1217-NMP-XX-B1-DR-A-00100 Rev P4; 1217-NMP-XX-00-DR-A-00100 P6; 1217-NMP-XX-01-DR-A-00100 Rev P5; 1217-NMP-XX-02-DR-A-00100 Rev P5; 1217-NMP-XX-03-DR-A-00100 Rev P4; 1217-NMP-XX-04-DR-A-00100 Rev P4; 1217-NMP-XX-RF-DR-A-00100 Rev P4; 1217-NMP-XX-ZZ-DR-A-00301 Rev P2; 1217-NMP-XX-ZZ-DR-A-00302 Rev P2; 1217-NMP-XX-ZZ-DR-A-00303 Rev P3; 1217-NMP-XX-ZZ-DR-A-00304 Rev P2; 1217-NMP-XX-ZZ-RP-A-00001 : Design & Access Statement : Revision P1 : Status S2; DA APPENDIX B Rev A Accessibility Statement; 1217-NMP-XX-ZZ-RP-A-00002 : Planning Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00003 : Construction Management Plan : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00007 : Nature Conservation Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00006 : Sustainability Statement : Revision P2 : Status S2; 1217-NMP-XX-ZZ-SH-A-00930 Water Efficiency Calculator; 1217-NMP-XX-ZZ-VF-A-00701 Rev P1; 1217-NMP-XX-ZZ-SH-A-00901 Rev P1; 1217-NMP-XX-ZZ-VF-A-00702 Rev P1; 1217-NMP-XX-ZZ-VF-A-00703 Rev P1; 1217-NMP-XX-ZZ-VF-A-00704 Rev P1;

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 [1217-NMP-XX-ZZ-DR-B-00001 Rev P1; 1217-NMP-XX-00-DR-B-00100 Rev P1; 1217-NMP-XX-01-DR-B-00100 Rev P2; 1217-NMP-XX-02-DR-B-00100 Rev P2; 1217-NMP-XX-ZZ-DR-B-00201 Rev P1; 1217-NMP-XX-ZZ-DR-B-00202 Rev P1; 1217-NMP-XX-ZZ-DR-B-00203 Rev P1; 1217-NMP-XX-ZZ-DR-B-00204 Rev P1; 1217-NMP-XX-05-DR-A-00101 Rev P1; 1217-NMP-XX-B1-DR-A-01217-NMP-XX-00-DR-A-0100 P6; 1217-NMP-XX-00-DR-A-00100 Rev P5; 1217-NMP-XX-01-DR-A-00100 Rev P5; 1217-NMP-XX-02-DR-A-00100 Rev P5; 1217-NMP-XX-03-DR-A-00100 Rev P4; 1217-NMP-XX-04-DR-A-00100 Rev P4; 1217-NMP-XX-RF-DR-A-00100 Rev P4; 1217-NMP-XX-ZZ-DR-A-00301 Rev P2; 1217-NMP-XX-ZZ-DR-A-00302 Rev P2; 1217-NMP-XX-ZZ-DR-A-00303 Rev P3; 1217-

NMP-XX-ZZ-DR-A-00304 Rev P2; 1217-NMP-XX-ZZ-RP-A-00001 : Design & Access Statement : Revision P1 : Status S2; DA APPENDIX B Rev A Accessibility Statement; 1217-NMP-XX-ZZ-RP-A-00002 : Planning Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00003 : Construction Management Plan : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00007 : Nature Conservation Statement : Revision P1 : Status S2; 1217-NMP-XX-ZZ-RP-A-00006 : Sustainability Statement : Revision P2 : Status S2; 1217-NMP-XX-ZZ-SH-A-00930 Water Efficiency Calculator; 217-NMP-XX-ZZ-SH-A-00922 Rev P1; 1217-NMP-XX-ZZ-VF-A-00701 Rev P1; 1217-NMP-XX-ZZ-SH-A-00901 Rev P1; 1217-NMP-XX-ZZ-VF-A-00702 Rev P1; 1217-NMP-XX-ZZ-VF-A-00703 Rev P1; 1217-NMP-XX-ZZ-VF-A-00704 Rev P1; 1217-NMP-XX-ZZ-SH-A-00902-923-Average Daylight Factors All Units compressed; Ground Movement Assessment Report (J14023A), prepared by Geotechnical & Environmental Associates Limited, dated 8 May 2015; BIA Audit Response, prepared by Norton Mayfield Architects, dated 25/09/2015; Construction Method Statement (8617-doc-001-rev 00), prepared by Gurney Consulting Engineers; Site Investigation and Basement Impact Assessment Report (J14023), prepared by Geotechnical & Environmental Associates Limited, dated 3 November 2015; Air Quality Assessment Report (Ref: 14-1172) November 2015, prepared by Syntegra Consulting Limited; Energy Strategy Report (Ref: 13-426) December 2015, prepared by Syntegra Consulting Limited; Revised Acoustic Assessment of Proposed Apartments (Reference 3566), prepared Atspace Ltd, dated April 2015; Daylight, Sunlight & Overshadowing Report (Ref: 14-1172), prepared by Syntegra Consulting Limited, dated January 2015; Final certificate (15/18657/MYFFU/MJ), prepared by London Building Control Limited, dated 17/07/2015; Drainage maintenance strategy for the Sustainable Drainage (ref:8617), prepared by Gurney Consulting Engineers, dated 11/11/15; Surface Water Drainage Pro-forma prepared by IC Durkin dated 03/12/2015; 1217-NMP-XX-RF-DR-A-00101 Rev P1; 1217-E-101 Rev P1; 42 Caversham Road - Basement Impact Assessment Audit (D1), prepared by Campbell Reith, dated December 2015, 42 Caversham Road - Basement Impact Assessment Audit (F1), prepared by Campbell Reith, dated December 2015.]

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

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 all windows (including jambs, head and cill), ventilation grills, external doors and gates;

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

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

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

- 4 Noise levels at a point 1 metre external to sensitive facades shall be at least 5dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 10dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 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.

- 5 At least 28 days before development commences:
- (a) a written programme of ground investigation for the presence of soil and groundwater contamination and landfill gas shall be submitted to and approved by the local planning authority in writing; and
 - (b) following the approval detailed in paragraph (a), an investigation shall be carried out in accordance with the approved programme and the results and a written scheme of remediation measures [if necessary] shall be submitted to and approved by the local planning authority in writing.
- The remediation measures shall be implemented strictly in accordance with the approved scheme and a written report detailing the remediation shall be submitted to and approved by the local planning authority in writing prior to occupation.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 6 Before the development commences, details of secure and covered cycle storage area for 31 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.

- 7 Prior to the first occupation of the building a plan showing details of the green 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.

- 8 Prior to first occupation of the development a plan showing details of bird and bat box locations and types and indication of species to be accommodated shall be submitted to and approved in writing by the local planning authority. The boxes shall be installed in accordance with the approved plans prior to the occupation of the development and thereafter retained.

Reason: In order to secure appropriate features to conserve and enhance wildlife habitats and biodiversity measures within the development, in accordance with the requirements of the London Plan (Consolidated with Alterations Since 2015) and Camden Planning Guidance 2006 and policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 9 No lights, meter boxes, flues, vents or pipes, and no telecommunications equipment, alarm boxes, television aerials, satellite dishes or rooftop 'mansafe' rails shall be fixed or installed on the external face of the buildings, without the prior approval in writing of the local planning authority.

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.

- 10 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 11 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building (s) shall have been submitted to and approved by the Local Planning Authority in writing. The measures shall include the installation of a meter to monitor the energy output from the approved renewable energy systems. The cells shall be installed in full accordance with the details approved by the Local Planning Authority and permanently retained and retained thereafter.

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy and policy DP22 of the London Borough of Camden Local Development Framework Development Policies.

- 12 The units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (2) in relation to accessible dwellings and shall be maintained thereafter.

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.

- 13 The development hereby approved shall achieve a maximum internal water use of 105litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation of the relevant part of the development, evidence demonstrating that this has been achieved shall be submitted 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 (Tackling climate change through promoting higher environmental standards), DP22 (Promoting sustainable design and construction) and DP23 (Water)

- 14 The windows hereby indicated as obscurely glazed shall be installed before the occupation of the development, and shall be permanently retained thereafter.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy CS5 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.

- 15 No impact piling until a piling method statement, prepared in consultation with Thames Water or the relevant statutory undertaker, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works, has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: To safeguard existing below ground public utility infrastructure and

controlled waters in accordance with the requirements of policy CS13 of the London Borough of Camden Local Development Framework Core Strategy.

- 16 The noise level in rooms at the development hereby approved shall meet the noise standard specified in BS8233:2014 for internal rooms and external amenity areas.

Reason: To ensure that the amenity of occupiers of the development site and surrounding premises is not adversely affected by noise and vibration.

- 17 Prior to commencement of the development, details shall be submitted to and approved in writing by the Council, of an enhanced sound insulation value $D_{nT,w}$ and $L'_{nT,w}$ of at least 5dB above the Building Regulations value, for the floor/ceiling/wall structures separating different types of rooms/ uses in adjoining dwellings, namely [eg. living room and kitchen above bedroom of separate dwelling]. Approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site is not adversely affected by noise

- 18 The vibration level in rooms at the development hereby approved shall meet building vibration levels and, together with appropriate mitigation measures where necessary. Details shall demonstrate that vibration will meet a level that has low probability of adverse comment and the assessment method shall be as specified in BS 6472:2008. No part of the development shall be occupied until the approved details have been implemented. Approved details shall thereafter be permanently retained.

Reason: To ensure that the amenity of occupiers of the development site/ surrounding premises is not adversely affected by ground- or airborne vibration.

- 19 Development shall not commence until a drainage strategy detailing any on and/or off site drainage works, has been submitted to and approved by, the local planning authority in consultation with the sewerage undertaker. No discharge of foul or surface water from the site shall be accepted into the public system until the drainage works referred to in the strategy have been completed.

Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

- 20 The roof of the buildings hereby permitted shall not be used at any time as a terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

- 21 Before the development commences, details of the location and method of refuse storage 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.

- 22 The flat roofs of the building hereby permitted shall not be used at any time as a terrace.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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 £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link 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 indexation in line with the construction costs index.

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

- 4 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.
- 5 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.
- 6 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.
- 7 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.
- 8 Thames Water requests that the Applicant should incorporate within their proposal, protection to the property by installing for example, a non-return valve or other suitable device to avoid the risk of backflow at a later date, on the assumption that the sewerage network may surcharge to ground level during storm conditions.
- 9 Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.
- 10 The London Water Ring Main or a large diameter stored water tunnel is in the area and special precautions will be required to avoid any damage that may occur as a result of the proposed development. Please contact Developer Services, Contact Centre on Telephone No: 0800 009 3921 for further information.

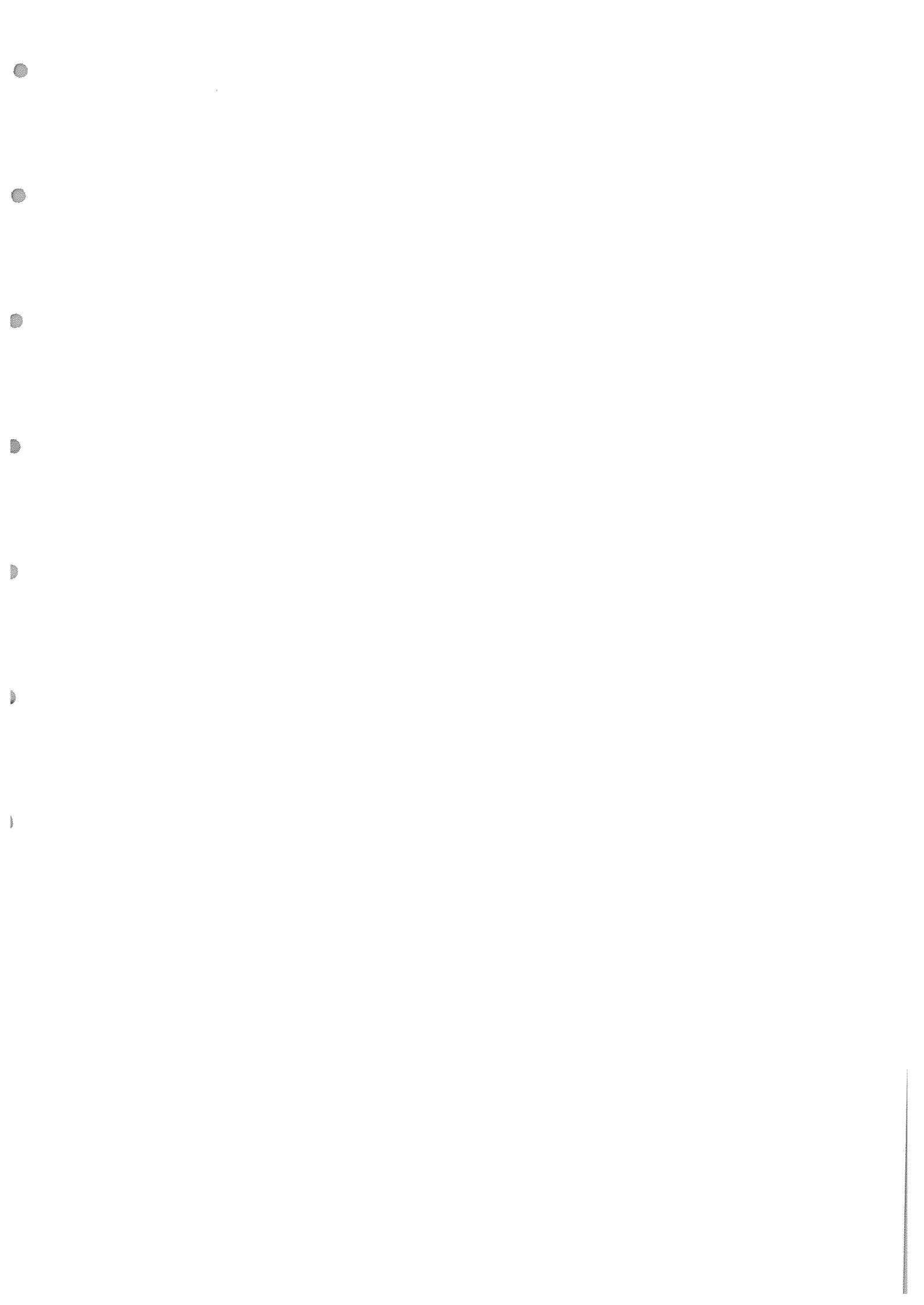
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION



DATED

20 APRIL

2016

(1) DEXBAY PROPERTIES LIMITED

and

(2) ALDERMORE BANK PLC

and

(3) B M SAMUELS FINANCE GROUP PLC

and

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

A G R E E M E N T

relating to land known as
42 Caversham Road, London NW5 2DS
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended) and
Section 278 of the Highways Act 1980

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

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