

Mr masoud parvardin
Archetype Associates
121 Gloucester Place
London
W1U 6JY

Application Ref: **2015/3004/P**
Please ask for: **David Peres Da Costa**
Telephone: 020 7974 **5262**

3 February 2017

Dear Sir/Madam

DECISION

Town and Country Planning Act 1990 (as amended)

Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
36 Redington Road
London
NW3 7RT

Proposal:

Erection of 3-storey including basement 4-bed house, front and rear lightwell and associated landscaping following demolition of existing dwelling.

Drawing Nos: Site location plan; 1048 (10): 02 D; 03 E; 04 C; 05 C; 06 C; 07 C; 08 C; 09 F; 10 E; 1048 (00): 04; 03; 05

Addendum to Arboricultural Impact Assessment prepared by Landmark Trees dated 13th April 2016; Flood Risk Assessment dated March 2016; Letter from Zussman Bear dated 17th Dec 2015; Structural Engineering Report prepared by Zussman Bear dated May 2015; Letter from Southern Testing dated 8th Oct 2015; BIA prepared by Southern Testing dated May 2015; Arboricultural Impact Assessment prepared by Landmark Trees dated 27th May 2015; Design and Access Statement prepared by Archetype dated April 2015; Code for Sustainable Homes Pre-Assessment dated Nov 2010; Construction Method Statement dated May 2015; Planning Statement prepared by PDA.

The Council has considered your application and decided to grant permission subject to the following condition(s):



Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; 1048 (10): 02 D; 03 E; 04 C; 05 C; 06 C; 07 C; 08 C; 09 F; 10 E; 1048 (00): 04; 03; 05

Addendum to Arboricultural Impact Assessment prepared by Landmark Trees dated 13th April 2016; Flood Risk Assessment dated March 2016; Letter from Zussman Bear dated 17th Dec 2015; Structural Engineering Report prepared by Zussman Bear dated May 2015; Letter from Southern Testing dated 8th Oct 2015; BIA prepared by Southern Testing dated May 2015; Arboricultural Impact Assessment prepared by Landmark Trees dated 27th May 2015; Design and Access Statement prepared by Archetype dated April 2015; Code for Sustainable Homes Pre-Assessment dated Nov 2010; Construction Method Statement dated May 2015; Planning Statement prepared by PDA.

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), external doors and gates;

b) Manufacturer's specification details of all facing materials including windows and door frames and cladding (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site) with a sample panel of not less than 1m by 1m demonstrating, the proposed colour, texture, face-bond and pointing of brickwork.

c) Details including sections and elevation drawings of boundary treatment and balustrades / railings around lightwells.

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 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (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 2 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 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". These details should include a mitigation strategy for T5 and further investigation at the front of the site to identify any tree roots of T9 within the basement footprint.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Sustainable urban drainage:

A) Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, and shall demonstrate that greenfield run off rates (5l/s) will be achieved.

B) Prior to occupation of the development, evidence that the sustainable drainage system has been implemented shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 8 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.

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and 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 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 Mayor's CIL and Camden's CIL charging schedules and the information given on the plans the charge is likely to be £9750 (195sqm x £50) for the Mayoral CIL and £97,500 (195sqm x £500) for Camden's CIL (Zone C Residential).

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.

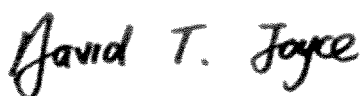
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.
- 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>.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully



David Joyce
Executive Director Supporting Communities

AUTHORITY FOR SEALING/SIGNATURE
SECTION 106 AGREEMENT

36 Redington Road : 2015/3004/P

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. MILL HILL PROPERTIES LIMITED**
- 2. 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 June 2nd 2016

CLIENT STATEMENT

I, Elizabeth Beaumont of Development Management, Regeneration and Planning Division, confirm that I am duly authorised by the Supporting Communities Directorate to make this statement.



Signed

Elizabeth Beaumont

Dated 31/01/2017

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 

Emily Shelton-Agar

Dated 2/2/17

SEAL REGISTER NUMBER

30646

02.02.2017



General Power of Attorney

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I, the undersigned *Bijan Ahmad Sheibani*, holding Iranian passport No. **K8106211**, in my personal capacity and any other capacity, do hereby appoint Mr. *Shahryar Sheibani*, holding Canadian passport No. **BA145527**, to be my Attorney, to act on my behalf and authorize him with the following powers:

- To manage the moveable and real estate properties and money, particularly real estates, shares and stocks by dealing, investment, construction, building, destroying, development, maintenance, repairing, renovation, insurance, hiring, selling, consolidation, substitution, vacating, buying, mortgage register, possessive and insurance, taking loans under my name or his name endowment either for himself or third party.. To act on my behalf in relation to any home finance loan or mortgage associated with any property in the **UAE & all over the world**; (" the Loan") and to represent me before the lender, being a bank or other financial institution, and to execute in my name and on my behalf all documents relation to the loan including but not limited to documents relating to the application, transfer, registration, discharge or redemption of the Loan, and to receive documentation relating to the loan on my behalf and to pay to the lender and / or receive funds from the lender on my behalf; to add or delete any name of the property; to purchase any property under our joint or individual name; to register the specific property or any property at Land Department to dispose my share in inheritance by sale or assignment

توكيل عام

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أنا الموقع ادناه/ *بيزن احمد شيباني* ، احمل جواز سفر ايراني رقم (**K8106211**) ، بصفتي الشخصية وبأي صفة كانت بموجبه أعين السيد/ *شاهريار شيباني* ، يحمل جواز سفر كندي رقم (**BA145527**) ، ووكيلا عني وأفوضه بالصلاحيات التالية:

- تولي الممتلكات والأموال المنقولة والعقارية بالتخصيص والأسهم والسندات بالتداول والاستثمار والاعمار والبناء والهدم والتنمية والتطوير والصيانة والترميم والتجديد والتأمين والتأجير والبيع والدمج والبدل والإخلاء والشراء والتأميني سواء لنفسه او للغير وفك الرهن وتسجيل الرهن واخذ القروض باسمي او اسمه والهيئة والوقف وقبولها والقيام نيابة عني فيما يختص بأي قرض تمويل بيت او الرهن فيما يرتبط بأي عقار في الامارات العربية المتحدة وجميع انحاء العالم ("القرض") وتمثيلي امام المقرض سواء اكان بنك او اي مؤسسة مالية اخرى وتنفيذ جميع المستندات باسمي ونيابة عني فيما يتعلق بالقرض بما فيها على سبيل المثال لا الحصر المستندات الخاصة بالطلبات اوالتحويل اوالتسجيل او الاعفاء او فك الرهن و استلام المستندات الخاصة بالقرض نيابة عني والتسديد للمقرض و / او قبض الاموال من المقرض نيابة عني، كما وله حق اضافة او حذف اي اسم بالعقار ، وحق شراء اي عقار باسمنا بالتضامن او المنفرد، وله ان يسجل العقار الخاص او اي عقار لدى دائرة الاوضاع والاملاك وحق التصرف في حصتي في الميراث بكافة اوجه التصرف بالبيع والتنازل

دائرة الاوضاع
DUBAI COURTS
/ 1 FEB 2019
الكاتب العدل
Notary Public

to himself or any other party ; to collect title deeds of the properties

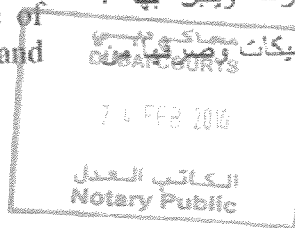
لنفسه أو للغير واستلام صكوك الملكية للعقارات

2 to establish and construct shops, establishments and commercial companies of all types, civil and industrial, to enter in the same, purchase cash and kind shares, to sell and assign from the same, to open branches of the same , to sign on the termination and liquidation of any company in my personal name or in the name of any of my companies, any established company or with the others; to appoint liquidator, to establish and manage any company or civilian/ commercial business in the UAE and abroad, in my individual name or in the name of any of my companies or in the partnership with the others, to sign on partnership contracts and its amendments whatsoever, to select the trade name, to register the companies and advertise about them and complete all its transactions in general to open, set up, close and amend companies; to supply and recruit staff, labours and servants and to dismiss them from service. To apply for and do all matters related to issuing residence or visiting visas; and do all acts may be required thereto. Shall have the right to conclude contracts with himself

2 تأسيس وإنشاء المحال والمؤسسات والشركات التجارية وبأنواعها المدنية والصناعية والدخول فيها وشراء الحصص النقدية والعينية وبيعها والتنازل عنها سواء لنفسه أو للغير وفتح افرع للشركات وله الحق في التوقيع على الغاء وتصفية اي شركة باسمي الشخصي او باسم احدى شركاتي او في اي شركة قائمة او مع اخرين وتعيين المصفي القانوني ، وله الحق في تأسيس وادارة اي شركة او اي عمل تجاري او مهني داخل دولة الامارات العربية المتحدة ، وخارجها باسمي المنفرد او باسم احدى شركاتي او بشراكة اخرين والتوقيع على عقود الشراكة وملحقاتها اي نوع كانت واختيار الاسم التجاري وتسجيل الشركات واسهارها وتخليص معاملاتها بشكل عام له حق فتح وتأسيس واغلاق الشركات والتعديلات التي تطرأ عليها واستقدام واستخدام الموظفين والعمال والأجراء والخدم وصرفيهم من الخدمة. كما له ان يتقدم بطلب واجراء جميع المسائل المتعلقة باصدار تأشيرة إقامة او زيارة وعمل كل ما يلزم في هذا الخصوص، وله حق التعاقد مع النفس

3 To act in the trade, professional or industrial, tourism license by assignment or mortgage whether to himself or others under the conditions as deemed proper by him for his confirmation to receive the value of the selling in cash or by cheques and incash the same from banks.

3 التصرف في الرخصة التجارية أو المهنية أو الصناعية أو السياحية وغيرها بالتنازل أو الرهن و فك الرهن سواء لنفسه أو للغير بالشروط التي يراها ويقرها ويقبل بها . وقبض قيمة البيع نقدا أو شيكات وصرفيها من البنوك



- 4 To execute surveying procedures, inspection, checking, review, audit, issue licenses, permits, plans, proprietorship deeds and documents, membership certificates and also entry and registration procedures, correcting, erasing, deleting and canceling procedures.
- 4 القيام بإجراءات المعاينة والكشف والمسح والمراجعة والتدقيق واستخراج الرخص والاجازات والخرائط وسندات ووثائق الملكية وشهادات العضوية وكذلك إجراءات القيد والتسجيل والتصحيح المحو والشطب والالغاء.
- 5 To receive financial and kind rights and dues, prices, rents, insurances, compensations, debts whether amicably or judicially, also to fulfill and pay the prices, rights of others, rents, wages, salaries, fees, taxes, insurances, compensations, allowances and penalties.
- 5 قبض الحقوق والاستحقاقات المالية والعينية والأثمان والإيجارات والتأمينات والتعويضات والأموال الموروثة والمعاشات والديون رضاء أو قضاء والوفاء بالمقابل بالأثمان وحقوق الغير والإيجارات والأجور والمرتببات والرسوم والضرائب والتأمينات والتعويضات والبدلات والغرامات.
- 6 To open, close and manage the existing and new accounts of all types in the banks in **United Arab Emirates all over the world** in my name or the names of the shops, establishment, commercial and civil and industrial companies which established for the executor by the attorney, to operate such accounts by draw, cash deposit and or by cheques, remittances and obtain credit through the same in the form of facilities, loans, guarantees and warranties, also to open credits, fix and liquidate the deposits, to receive endorse, and encash cheques and all bank transactions and lease and use safes and boxes, repeal investment and close accounts.
- 6 حق فتح وإغلاق وإدارة الحسابات القائمة والجديدة على أنواعها لدى المصارف في دولة الإمارات العربية المتحدة وجميع أنحاء العالم باسمي أو بأسماء المحال والمؤسسات والشركات التجارية والمدنية والصناعية المنشأة للموكل من قبل الوكيل وبمعرفة وإدارة هذه الحسابات بالسحب أو بالإيداع النقدي أو بموجب الشيكات والحوالات والحصول على الائتمان من خلالها على هيئة تسهيلات وقروض وضمانات وكفالات وكذلك في فتح الاعتمادات وربط الودائع وتسييلها وفي استلام وقبض الشيكات والحوالات والسندات وتظهيرها وصرفها وفي شتى وسائل المعاملات المصرفية بما في ذلك استئجار الخزائن الحديدية واستخدامها وإلغاء الاستثمار وغلق الحسابات وإقفالها.
7. To represent and sign me before all natural and moral individuals, ministries, authorities, committees, registers' real estate offices , all real estate development companies including but not limited to Dubai Properties, Department of Land
- 7 تمثيلي وله حق التوقيع لدى عموم الأشخاص الطبيعيين والاعتباريين والوزارات والهيئات والجان ومكاتب التسجيل العقاري ومكاتب شركات التطوير العقاري بما فيها على سبيل المثال لا الحصر دبي العقارية بعمير القايضة للاستثمار الاتحاد العقارية، دائرة الأراضي

Tameer Holding Investment Union Properties, Emaar property, Damac Properties, RERA, Dewa, Nakheel property, Deyaar Development, Properties Investments LLC councils, references, Amlak Finance, Immigration, and ministry of labor and social affairs government and civil departments, chambers of commerce and industry, authorities of interior, borders, seaports, customs, traffic, public prosecutions, courts, Notary Publics and appoint the advocates to submit petitions and applications and file cases, to follow legal procedures before all courts of different grades of first instance, appeal and cassation, to defend in the same, to hand over and receive documents, notices, apologies, experts reports, services and legal papers, to confirm the claimed right, assign from it, settlement, arbitration, deny, release, drop, terminate, and leave the dispute, to apply for experts and arbitrators appoint, to select them, receive their reports, to ask for oath, accept and reject it, to claim for forgery, to object judges, experts and arbitrators, to leave the deposits and debts, to take precautional procedures, to file counter cases, release from the same, and proceed all ways of appeal against judgments and decisions by all means of appeal, to plea for reconsideration and cassation, to object and assign from total or partial judgments, to assign from any way of appeal in the same, to present the real offer, accept it, to withdraw the executive forms of judgments, accept the same, to apply for precautional and executive attachment, raise it and to take the

والاملاك، واعمار العقارية وداماك العقارية مؤسسة الاستثمار العقارية ونخيل العقارية ديوا وديار للتطوير وبروبيرتيس انفستمنشز د.م.م. والمجالس واملالك للتمويل الهجرة والجوازات وزارة العمل والشئون الاجتماعية والمراجع والدوائر الحكومية والمنفية وغرف التجارة والصناعة وسلطات الداخلية والحدود والموانئ والجمارك والمرور والنيابات العامة والمحاكم والكتاب العدول وشركات التأمين والتمويل وفتح البلاغات والتنازل عنها وفي تقديم المرائض والطلبات وتوكيل المحامين وعزلهم ومتابعة اجراءات التقاضي أمام جميع المحاكم ومختلف درجاتها ابتدائي واستئناف ونقض (أو تمييز) والدفاع فيها وتسليم وتسليم المستندات والمذكرات والإثارات والاعذارات وتقارير الخبراء والإعلانات والأوراق القضائية وفي الإقرار بالحق المدعى به والتنازل عنه والصلح والتحكيم فيه والإنكار والإبراء والإسقاط والشطب وترك الخصومة وفي طلب تعيين الخبراء والمحكمين واختيارهم واستلام تقاريرهم وطلب توجيه اليمين وقبولها وردها والادعاء بالتزوير وفي رد القضاة والخبراء والمحكمين وفي ترك التأمينات مع بقاء السدين واتخاذ الإجراءات الاحتياطية وفي إقامة الدعوى المتقابلة والتنازل عنها ومباشرة كافة الطرق المقررة للطعن في الأحكام والقرارات بطرق الاستئناف والتماس إعادة النظر والتقرير بالنقض (أو التمييز) والمعارضة والتنظيم والتنازل عن الأحكام كلياً أو جزئياً والتنازل عن أية طريق من طرق الطعن فيها وتقديم العرض الحقل في قبولها وفي سحب الصور التنفيذية للأحكام وتنفيذها وفي طلب الحجز التحفظي والتنفيذي ورفعها واتخاذ الإجراءات التنفيذية والرجوع إليها

of attorneys
13. This power of attorney is as per executant opinion, says and acts.

13 هذا التوكيل مفوض لرأي الوكيل وقوله
وفعله 0

14 This Power of Attorney shall be valid inside the UAE and all over the world. I sign herein.

14 يسري العمل بهذا التوكيل في الامارات
العربية المتحدة الامارات العربية المتحدة
الامارات العربية المتحدة وجميع انحاء العالم ،
وعليه أوقع على ما جاء بهذا السند

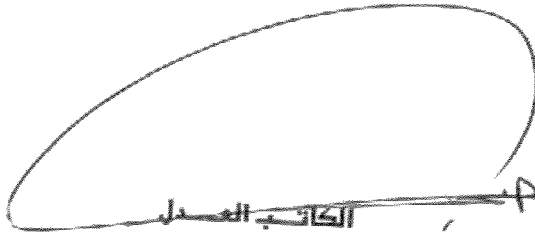
Executant

الموكل





تاريخ ٢٤-٢-٢٠١٠ حضر امامي السيد/ بيزن احمد شياني وبعد التعرف
عليه وقع على المستند بحضورى حسب الأصول.


الكاتب العدل

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رقم الإيصال ٤٧٦٠٢
رقم المحرر ٢٠١٠/١/٢٤٦٠٩
المرشاء ٧٨٠١ -



CERTIFIED TRUE COPY


ROMEÓ LLANTO
Certified Public Accountant
25/1/2017

DATED 3 February 2017

(1) MILL HILL PROPERTIES LIMITED

and

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

A G R E E M E N T
relating to land known as
36 Redington Road London NW3 7RT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
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

CLS/COM/ESA/1781.820
FINAL

THIS AGREEMENT is made the 3rd day of February 2017

BETWEEN:

- i. **MILL HILL PROPERTIES LIMITED** (Co. Regn. No. 3630794) whose registered office is at 6th Floor 94-96 Wigmore Street London W1U 3RF (hereinafter called "the Owner") of the first part
- ii. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN127959.
- 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 27 May 2015 and the Council resolved to grant permission conditionally under reference number 2015/3004/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.

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 (three thousand pounds) 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 3.25 of Camden Planning Guidance 4: Basements and lightwells (as may be amended) and shown in the Second Schedule annexed hereto

2.6 "the Certificate of Practical Completion"

the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed

2.7 "Construction Management Plan"

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 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

2.8 “the Construction Management Plan Implementation Support Contribution”

the sum of £1,140 (one thousand one hundred and forty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the review and approval

of the draft Construction Management Plan and verification of the proper operation of the approved Construction Management Plan during the Construction Phase

2.9 "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 "the Development"

erection of 3-storey including basement 4-bed house, front and rear lightwell and associated landscaping following demolition of existing dwelling:- as shown on drawing numbers Site location plan; 1048 (10): 02 D; 03 E; 04 C; 05 C; 06 C; 07 C; 08 C; 09 F; 10 E; 1048 (00): 04; 03; 05

Addendum to Arboricultural Impact Assessment prepared by Landmark Trees dated 13th April 2016; Flood Risk Assessment dated March 2016; Letter from Zussman Bear dated 17th Dec 2015; Structural Engineering Report prepared by Zussman Bear dated May 2015; Letter from Southern Testing dated 8th Oct 2015; BIA

prepared by Southern Testing dated May 2015; Arboricultural Impact Assessment prepared by Landmark Trees dated 27th May 2015; Design and Access Statement prepared by Archetype dated April 2015; Code for Sustainable Homes Pre-Assessment dated Nov 2010; Construction Method Statement dated May 2015; Planning Statement prepared by PDA

2.12 “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 Southern Testing dated 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 offered 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 order 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);

(vii) the retaining wall to be propped in both the temporary and permanent situation

(viii) provision of a granular drainage blanket below and/or trench around the basement to mitigate any identified cumulative impact risk

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.

2.13 "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 through (but not be limited to) the following:-

a) the incorporation of the measures set out in the submission documents entitled Code for Sustainable Homes Pre-assessment report and dated November 2010 and the Addendum dated 2014 by Darren Evans Assessments

b) details to achieve a 20% reduction in CO2 emissions beyond the Part L 2013 baseline;

c) further details (including detailed drawings, any necessary surveys and system specifications) 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 20% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;

d) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;

e) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;

2.14 "the Highways Contribution"

the sum of £2,000 (two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the 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 ("the Highways Works") these to include costs associated with the following:-

- (a) repaving of the kerbing, footway and vehicular crossover directly adjacent to the property; and
- (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

- 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 38 Redington Road London NW3 7RT and 7 Redington Gardens, London NW3 7RU
- 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
- 2.19 "the Parties" mean the Council and the Owner
- 2.20 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 May 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/3004/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 36 Redington Road London NW3 7RT 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 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-
- a) achieve the targets set out in the submission document entitled Code for Sustainable Homes Pre-assessment report and dated November 2010 and the Addendum dated 2014 by Darren Evans Assessments and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Core Strategy policy CS13 (Tackling climate change through promoting higher environmental standards) and Development Policy DP22 (Sustainable design and construction);
 - b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use
 - c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy

- the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;
- d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
 - e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
 - f) 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

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 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **Basement Approval In Principle**

4.1.1 On or prior to the Implementation Date to:-

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

4.1.2 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.

4.2 **Construction Management Plan**

4.2.2 On or prior to the Implementation Date to:

- (i) pay to the Council the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) submit to 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:
 - (i) received the Construction Management Plan Implementation Support Contribution in full; and
 - (ii) 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 **Detailed Basement Construction Plan**
- 4.3.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.3.2 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.
- 4.3.3 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.

- 4.3.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the 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.
- 4.3.5 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.
- 4.3.6 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.

4.4 **Energy Efficiency And Renewable Energy Plan**

- 4.4.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.
- 4.4.2 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.
- 4.4.3 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 as approved by the Council have been incorporated into the Property.

4.4.4 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.

4.5 **Highways Contribution**

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

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

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

4.5.4 Not to Implement nor permit Implementation until such time as the Council has approved the Level Plans.

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

4.5.6 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.

4.5.7 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.

4.6 **Sustainability Plan**

- 4.6.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.6.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability 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 Sustainability Plan 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 Sustainability 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 Sustainability Plan.

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 2015/3004/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2015/3004/P.
- 5.7 Payment of the Highways Contribution pursuant to Clause 4.1, 4.2 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 2015/3004/P. Electronic Transfer is to be made directly to the National Westminster Bank of Hampstead Village 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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ quoting the Planning Permission reference number 2015/3004/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 nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **JOINT AND SEVERAL LIABILITY**

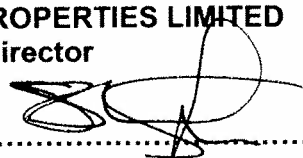
- 7.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

8. **RIGHTS OF THIRD PARTIES**

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

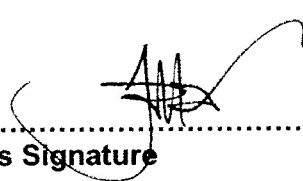
IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY SHAHRYAR SHEIBANI AS ATTORNEY FOR
MILL HILL PROPERTIES LIMITED) BIJAN SHEIBANI
acting by a Director)



.....
Director

in the presence of:)




.....
Witness Signature

Witness Name ROMEO JK LLAND

Address 101 AL SAFI BLDG 2
MURAQBAT, DUBAI, UAE
Occupation ACCOUNTANT

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


.....
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)

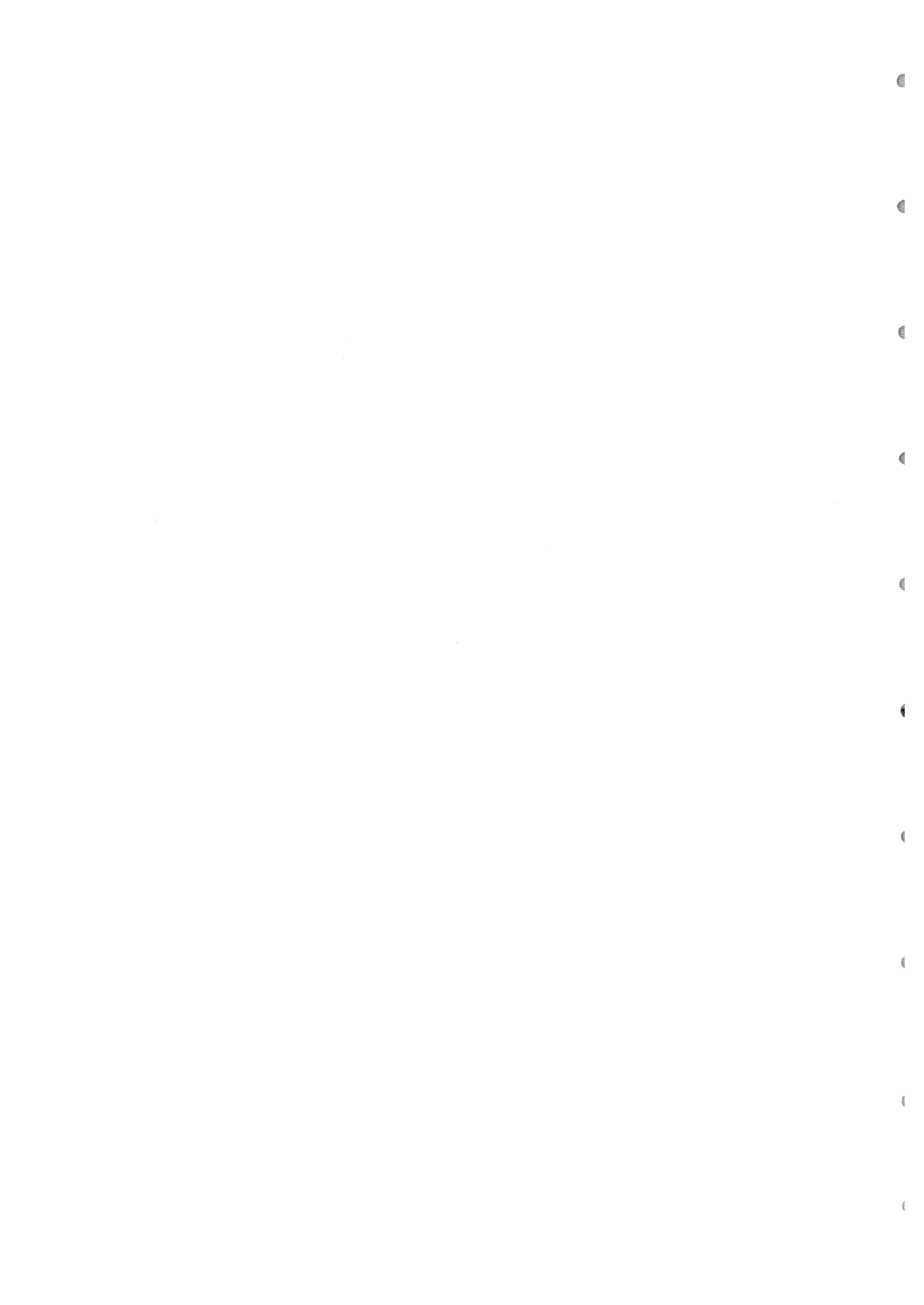
Extract from para 2.30 of the Camden Planning Guidance 4: Basements and Lightwells



NORTHGATE SE GIS Print Template



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Archetype Associates
121 Gloucester Place
London
W1U 6JYApplication Ref: **2015/3004/P**

19 January 2017

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 AGREEMENTAddress:
36 Redington Road
London
NW3 7RT

Proposal:

Erection of 3-storey including basement 4-bed house, front and rear lightwell and associated landscaping following demolition of existing dwelling.

Drawing Nos: Site location plan; 1048 (10): 02 D; 03 E; 04 C; 05 C; 06 C; 07 C; 08 C; 09 F; 10 E; 1048 (00): 04; 03; 05

Addendum to Arboricultural Impact Assessment prepared by Landmark Trees dated 13th April 2016; Flood Risk Assessment dated March 2016; Letter from Zussman Bear dated 17th Dec 2015; Structural Engineering Report prepared by Zussman Bear dated May 2015; Letter from Southern Testing dated 8th Oct 2015; BIA prepared by Southern Testing dated May 2015; Arboricultural Impact Assessment prepared by Landmark Trees dated 27th May 2015; Design and Access Statement prepared by Archetype dated April 2015; Code for Sustainable Homes Pre-Assessment dated Nov 2010; Construction Method Statement dated May 2015; Planning Statement prepared by PDA.

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

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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; 1048 (10): 02 D; 03 E; 04 C; 05 C; 06 C; 07 C; 08 C; 09 F; 10 E; 1048 (00): 04; 03; 05

Addendum to Arboricultural Impact Assessment prepared by Landmark Trees dated 13th April 2016; Flood Risk Assessment dated March 2016; Letter from Zussman Bear dated 17th Dec 2015; Structural Engineering Report prepared by Zussman Bear dated 17th Dec 2015; Letter from Southern Testing dated 8th Oct 2015; BIA prepared by Southern Testing dated May 2015; Arboricultural Impact Assessment prepared by Landmark Trees dated 27th May 2015; Design and Access Statement prepared by Archetype dated April 2015; Code for Sustainable Homes Pre-Assessment dated Nov 2010; Construction Method Statement dated May 2015; Planning Statement prepared by PDA.

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), external doors and gates;

b) Manufacturer's specification details of all facing materials including windows and door frames and cladding (to be submitted to the Local Planning Authority) and samples of those materials (to be provided on site) with a sample panel of not less than 1m by 1m demonstrating, the proposed colour, texture, face-bond and pointing of brickwork.

c) Details including sections and elevation drawings of boundary treatment and balustrades / railings around lightwells.

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 All units hereby approved shall be designed and constructed in accordance with Building Regulations Part M 4 (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 2 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 Prior to the commencement of any works on site, details demonstrating how trees to be retained shall be protected during construction work shall be submitted to and approved by the Council in writing. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in Relation to Construction". These details should include a mitigation strategy for T5 and further investigation at the front of the site to identify any tree roots of T9 within the basement footprint.

All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage in accordance with the approved protection details.

Reason: To ensure that the development will not have an adverse effect on existing trees and in order to maintain the character and amenity of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 7 Sustainable urban drainage:

A) Prior to commencement of development details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be designed to accommodate all storms up to and including a 1:100 year storm with a 30% provision for climate change, and shall demonstrate that

greenfield run off rates (5l/s) will be achieved.

B) Prior to occupation of the development, evidence that the sustainable drainage system has been implemented shall be submitted to the Local Authority and approved in writing. The systems shall thereafter be retained and maintained in accordance with the approved maintenance plan.

Reason: To reduce the rate of surface water run-off from the buildings and limit the impact on the storm-water drainage system in accordance with policies CS13 and CS16 of the London Borough of Camden Local Development Framework Core Strategy and policies DP22, DP23 and DP32 of the London Borough of Camden Local Development Framework Development Policies.

- 8 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.

- 9 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 2015 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) [and Part 2 (Classes A-C)] of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies CS14 and CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and 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 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 Mayor's CIL and Camden's CIL charging schedules and the information given on the plans the charge is likely to be £9750 (195sqm x £50) for the Mayoral CIL and £97,500 (195sqm x £500) for Camden's CIL (Zone C Residential).

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 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.
- 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>.

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

Supporting Communities Directorate





DATED 3 February 2017

(1) MILL HILL PROPERTIES LIMITED

and

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

A G R E E M E N T
relating to land known as
36 Redington Road London NW3 7RT
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)
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

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