

DATED

13 April

2017

**(1) BHAGWAN KHEMCHAND MIRCHANDANI**

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  
81 Avenue Road, London NW8 6JD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/SA/1800.7  
FINAL



THIS AGREEMENT is made the 13<sup>th</sup> day of April 2017

**BETWEEN:**

- i. **BHAGWAN KHEMCHAND MIRCHANDANI** (hereinafter called "the Owner") of 81 Avenue Road, London NW8 6JD 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 NGL866456.
- 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 23 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5197/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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

**2. DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act
- 2.3 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.4 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the 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) amelioration and monitoring effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (iii) 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);
- (iv) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (v) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.5 "the Construction 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

2.6 "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

2.7 "the Council's Considerate Contractor Manual"

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

2.8 "the Development"

the erection of a 3 storey, single family dwellinghouse (Class C3) with accommodation in the roof space and a basement beneath house and part of rear garden, following the demolition of the existing dwellinghouse as shown on drawing numbers 1510-PL-000 Rev 0; 1510-PL-100 Rev 0; 1510-PL-102 Rev 0; 1510-PL-103 Rev 0; 1510-PL-104 Rev 0; 1510-PL-112 Rev 0; 1510-PL-113 Rev 0; 1510-PL-114 Rev 0; 1510-PL-202 Rev C; 1510-PL-204 Rev 0; 1510-PL-205 Rev A; 1510-PL-212 Rev 0; 1510-PL-200 Rev 0; 1510-PL-201 Rev 0; 1510-PL-203 Rev 0; 1510-PL-211 Rev 0; 1510-PL-213 Rev A; 1510-PL-230 Rev 0; 1116/PL/101; 1116/PL/102; 1116/PL/103; 116/PL/104; 1510-FE-210 Rev 0; Stage 1 - Layout plan front garden; Stage 1 - Layout plan rear garden; Design & Access

Statement (dated 02.09.16); Planning and Heritage Impact Assessment (dated 1st September 2016); Basement Impact Assessment (Ref: 16/25552-2, dated November 2016); Tree Survey, Arboricultural Impact Assessment and Tree Protection Plan; Drainage Strategy and SUDs Statement (dated Sep 2016); Waste Report (dated 20 Sept 2016); Water Efficiency Calculations (dated 20/09/2016); Bat Emergence Survey (dated September 2016); Preliminary Ecological Appraisal (dated September 2016); Daylight and Sunlight Assessment (dated 5 September 2016); Environmental Noise Survey and Noise Impact Assessment Report (dated 16 August 2016); Flood Risk Assessment (dated Sept 2016); Landscaping Design (dated 20th September 2016); Strategic Summary of Mechanical and Electrical Building Services (dated 20th September 2016); Sustainability Statement (dated 7th February 2017); Energy report (dated 7th February 2017)

2.1 "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 document entitled Energy Report Revision A and dated 7 February 2017 by Abba Energy Ltd to achieve a 35% reduction in CO2 emissions beyond the Part L 2013 baseline;

- (b) 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 from on-site renewables in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant.

2.9 "the Existing Building" the dwellinghouse located on the property at the date of this Agreement

2.1 "the Highways Contribution" the sum of £14,010.97 (fourteen thousand and ten pounds and ninety seven pence) 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) remedial works to the public highway



directly adjacent to the site (including the two vehicular crossovers); 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

2.9 "the Implementation Date"

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

2.2 "the Level Plans"

plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway

2.10 "Occupation Date"

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

2.11 "the Parties"

mean the Council and the Owner

2.12 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 23 October 2016 for which a resolution to grant permission has been passed conditionally under reference number

2016/5197/P subject to conclusion of this Agreement

- 2.13 "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
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as 81 Avenue Road, London NW8 <sup>GJD</sup> ~~6LJ~~ the same as shown shaded grey on the plan annexed hereto
- 2.3 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.16 "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
- 2.17 "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
- 2.1 "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 Sustainability Statement Revision A and dated 7 February 2017 by Abba Energy Ltd 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 Not to occupy or use (or permit the occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

4.1.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 and 4.1.2 in this Agreement shall continue to have effect in perpetuity.

4.1.4 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 and 4.1.2 of this Agreement.

#### 4.2 **Construction Management Plan**

4.2.1 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 **Highways Contribution**

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

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

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

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

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

4.3.6 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.

4.3.7 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.

#### **4.4 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 Sustainability Plan**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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 2016/5197/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 2016/5197/P.

5.7 Payment of the Construction Management Plan Implementation Support Contribution pursuant to Clause 4.2 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 2016/5197/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 2016/5197/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 its 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.

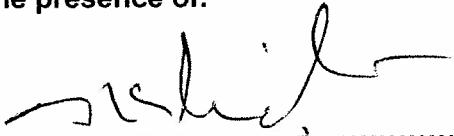
6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development this Agreement shall forthwith determine and cease to have effect.

7. **RIGHTS OF THIRD PARTIES**

7.1 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
BHAGWAN KHEMCHAND MIRCHANDANI )  
in the presence of: )

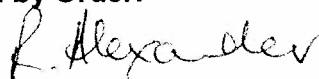


DO NOT  
DATE

.....  
Witness Signature

Witness Name BEVERLEY STYLIANO  
Address 174 BRANKSOME AVE  
STANFORD-LE-HOPE  
ESSEX SS17 8DE  
Occupation SECRETARY

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**



# NORTHGATE SE GIS Print Template



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Nathaniel Lichfield & Partners  
14 Regent's Wharf  
All Saints Street  
London  
N1 9RL

Application Ref: **2016/5197/P**

09 March 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 AGREEMENT**

Address:  
**81 Avenue Road**  
**London**  
**NW8 6JD**

Proposal:

**DECISION**  
Erection of a 3 storey, single family dwellinghouse (Class C3) with accommodation in the roof space and a basement beneath house and part of rear garden, following the demolition of the existing dwellinghouse

Drawing Nos: 1510-PL-000 Rev 0; 1510-PL-100 Rev 0; 1510-PL-102 Rev 0; 1510-PL-103 Rev 0; 1510-PL-104 Rev 0; 1510-PL-112 Rev 0; 1510-PL-113 Rev 0; 1510-PL-114 Rev 0; 1510-PL-202 Rev C; 1510-PL-204 Rev 0; 1510-PL-205 Rev A; 1510-PL-212 Rev 0; 1510-PL-200 Rev 0; 1510-PL-201 Rev 0; 1510-PL-203 Rev 0; 1510-PL-211 Rev 0; 1510-PL-213 Rev A; 1510-PL-230 Rev 0; 1116/PL/101; 1116/PL/102; 1116/PL/103; 116/PL/104; 1510-FE-210 Rev 0; Stage 1 - Layout plan front garden; Stage 1 - Layout plan rear garden; Design & Access Statement (dated 02.09.16); Planning and Heritage Impact Assessment (dated 1st September 2016); Basement Impact Assessment (Ref: 16/25552-2, dated November 2016); Tree Survey, Arboricultural Impact Assessment and Tree Protection Plan; Drainage Strategy and SUDs Statement (dated Sep 2016); Waste Report (dated 20 Sept 2016); Water Efficiency Calculations (dated 20/09/2016); Bat Emergence Survey (dated September 2016); Preliminary Ecological Appraisal (dated September 2016); Daylight and Sunlight Assessment (dated 5 September 2016); Environmental Noise Survey and Noise Impact Assessment Report (dated 16 August 2016); Flood Risk Assessment (dated Sept 2016); Landscaping Design (dated 20th September 2016); Strategic Summary of Mechanical and Electrical Building Services (dated 20th September

2016); Sustainability Statement (dated 7th February 2017); Energy report (dated 7th February 2017).

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: 1510-PL-000 Rev 0; 1510-PL-100 Rev 0; 1510-PL-102 Rev 0; 1510-PL-103 Rev 0; 1510-PL-104 Rev 0; 1510-PL-112 Rev 0; 1510-PL-113 Rev 0; 1510-PL-114 Rev 0; 1510-PL-202 Rev C; 1510-PL-204 Rev 0; 1510-PL-205 Rev 0; 1510-PL-212 Rev 0; 1510-PL-200 Rev 0; 1510-PL-201 Rev 0; 1510-PL-203 Rev 0; 1510-PL-211 Rev 0; 1510-PL-213 Rev A; 1510-PL-230 Rev 0; 1116/PL/101; 1116/PL/102; 1116/PL/103; 116/PL/104; 1510-FE-210 Rev 0; Stage 1 - Layout plan front garden; Stage 1 - Layout plan rear garden.

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

- 4 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 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.

- 5 The approved cycle storage facility shall be provided in its entirety prior to the first occupation of the new dwelling, 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 use of any external mechanical plant at the development, details shall be submitted to and approved in writing by the Council, of the external noise level emitted from plant/ machinery/ equipment and mitigation measures as appropriate. The measures shall ensure that the external noise level emitted from plant, machinery/ equipment will be lower than the lowest existing background noise level by at least 10dBA as assessed according to BS4142:2014 at the nearest and/or most affected noise sensitive premises, with all machinery operating together at maximum capacity. 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/ surrounding premises is not adversely affected by noise from plant/mechanical installations/ equipment, in accordance with policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 7 Full details in respect of the living roof [in the area indicated on the approved roof plan] including:
- Details of materials, species, planting density, habitat features, and substrate
  - a statement of the design objectives, including justification of roof type/species selection
  - a site specific management plan including an initial scheme of maintenance

- a section at scale 1:20 showing that adequate depth is available in terms of the construction and long term viability

Shall be submitted to and approved by the local planning authority before the relevant part of the development commences. The buildings shall not be occupied until the approved details have been implemented and these works shall be permanently retained and maintained thereafter.

Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CS13, CS15 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 development shall take place until full details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include:

- scaled plans showing all existing and proposed vegetation and landscape features
- a schedule detailing species, sizes, and planting densities
- location, type and materials to be used for hard landscaping and boundary treatments
- specifications for replacement trees (and tree pits where applicable), taking into account the standards set out in BS8545:2014.
- details of any proposed earthworks including grading, mounding and other changes in ground levels.
- a management plan including an initial scheme of maintenance

The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

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

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

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

- 10 Before any works commence on site, details shall be submitted to and approved by the Council to demonstrate how 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 during construction work. Such details shall follow guidelines and standards set out in BS5837:2012 and should include:
- a tree protection plan (TPP) showing the location and nature of tree protection measures
  - appropriate working processes in the vicinity of trees
  - details of an auditable system of site monitoring
  - details of the design of building foundations
  - details, including dimensions and levels, of service trenches and other excavations on site in so far as these items may affect trees on or adjoining the site

The development thereafter shall be implemented in strict accordance with the approved details.

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

- 11 Prior to the commencement of construction/demolition works on site, tree protection measures shall be installed in accordance with approved drawings and evidence of this shall be submitted to the council. The protection shall then remain in place for the duration of works on site, unless otherwise agreed in writing by the local authority.

Reason: To ensure that Tree protection measures are carried out to a reasonable standard such that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policy CS15 of the London Borough of Camden Local Development Framework Core Strategy.

- 12 The development hereby approved shall not commence until such time as a suitably qualified chartered engineer with membership of the appropriate professional body has been appointed to inspect, approve and monitor the critical elements of both permanent and temporary basement construction works throughout their duration to ensure compliance with the design which has been checked and approved by a building control body. Details of the appointment and the appointee's responsibilities shall be submitted to and approved in writing by the local planning authority prior to the commencement of development. Any subsequent change or reappointment shall be confirmed forthwith for the duration of the construction works.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 13 The works hereby approved shall be carried out in accordance with the methods outlined in the Basement Impact Assessment (as amended) unless otherwise agreed in writing with the Local Planning Authority.

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP27 of the London Borough of Camden Local Development Framework Development Policies.

- 14 Prior to first occupation of the buildings, detailed plans showing the location and extent of photovoltaic cells to be installed on the building 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 maintained 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.

- 15 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwelling/s shall not be occupied until the Building Regulation optional requirement has been complied with.

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)

Informative(s):

1 Reasons for granting

The existing dwelling is not listed and nor is it within a conservation area. The principle of replacing it is therefore considered to be acceptable. Policy DP3 expects all developments with a capacity to provide 10 units or 1000sqm or more to make a contribution to affordable housing. The net increase in floor space of 835sqm is below this qualifying threshold.

The proposed design of the replacement dwelling is considered to be acceptable. The new dwelling would have greater bulk and massing than the existing and it would be grander in appearance; however, it would not detract from the established pattern of development in the wider area.

The replacement dwelling would exceed the Government's technical housing standards in terms of size and it would provide a good standard of residential

accommodation in terms of layout; space and room sizes; storage and utility spaces; daylight and sunlight; privacy and security; and noise.

It is not considered that the proposal would cause undue harm to the visual and residential amenities of nearby and neighbouring residential properties by way of visual privacy and overlooking, overshadowing or outlook or sunlight/daylight. A suitable planning condition can control noise levels from plant.

The application site has a PTAL rating of 4 and is within a controlled parking zone. Policy DP18 expects new development to provide the minimum necessary car parking provision. Revised plans have been received during the course of the application to ensure the proposal would not result in additional parking capacity on site. The replacement dwelling will also be secured as 'car-capped' through a section 106 legal agreement. Cycle storage is illustrated at ground floor level, and the plans have been revised to ensure the entrance door is sufficiently wide.

A Construction Management Plan will be secured through the legal agreement to minimise the impact on local amenity from the demolition and construction phases of development; and to ensure the development can be implemented without being detrimental to the safe and efficient operation of the local highway network. The legal agreement will also secure a contribution towards highways works required as a result of the works.

A Tree Survey and Arboricultural Impact Assessment has been provided with the application, which is considered to be acceptable. The proposed landscaping details have been revised and are now considered to be acceptable also.

The Sustainability Report has been revised during the course of the application and is now considered to be acceptable. The proposed energy reduction and sustainability measures will be secured through the legal agreement. Full details of the solar PV will be secured by condition.

The application is accompanied by a Basement Impact Assessment (BIA) which has been independently audited by Campbell Reith. Campbell Reith concluded that the BIA has adequately identified the potential impacts from basement construction and proposes sufficient mitigation. Based on the expert advice from Campbell Reith, the applicant has demonstrated that the proposal would accord with the requirements of policy DP27 and CPG4. A planning condition will require the applicant to submit details of a qualified engineer to inspect, approve and monitor the critical elements of construction works throughout their duration. A further condition will ensure works are completed in accordance with the BIA.

No objections have been raised in relation to the works. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

- 2 The proposed development is in general accordance with Policies CS1, CS5, CS6, CS13, CS14, CS15 and CS19 of the London Borough of Camden Local Development Framework Core Strategy, and Policies DP2, DP3, DP5, DP16, DP17, DP18, DP19, DP20, DP22, DP23, DP24, DP26, DP27, DP28 and DP32 of

the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with the London Plan 2016; and the provisions of the National Planning Policy Framework 2012. The proposal also complies with Policies H1, H3, H4, H6, H7, A1, A3, A4, A5, D1, CC1, CC3, CC4, CC5, T1, T2, T3, T4 and DM1 of the Emerging Local Plan.

- 3 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.
- 4 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.

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.

- 5 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.
- 6 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).
- 7 You are advised that Section 44 of the Deregulation Act 2015 [which amended the Greater London Council (General Powers) Act 1973]] only permits short term letting of residential premises in London for up to 90 days per calendar year. The person who provides the accommodation must be liable for council tax in respect of the premises, ensuring that the relaxation applies to residential, and not commercial, premises.



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.

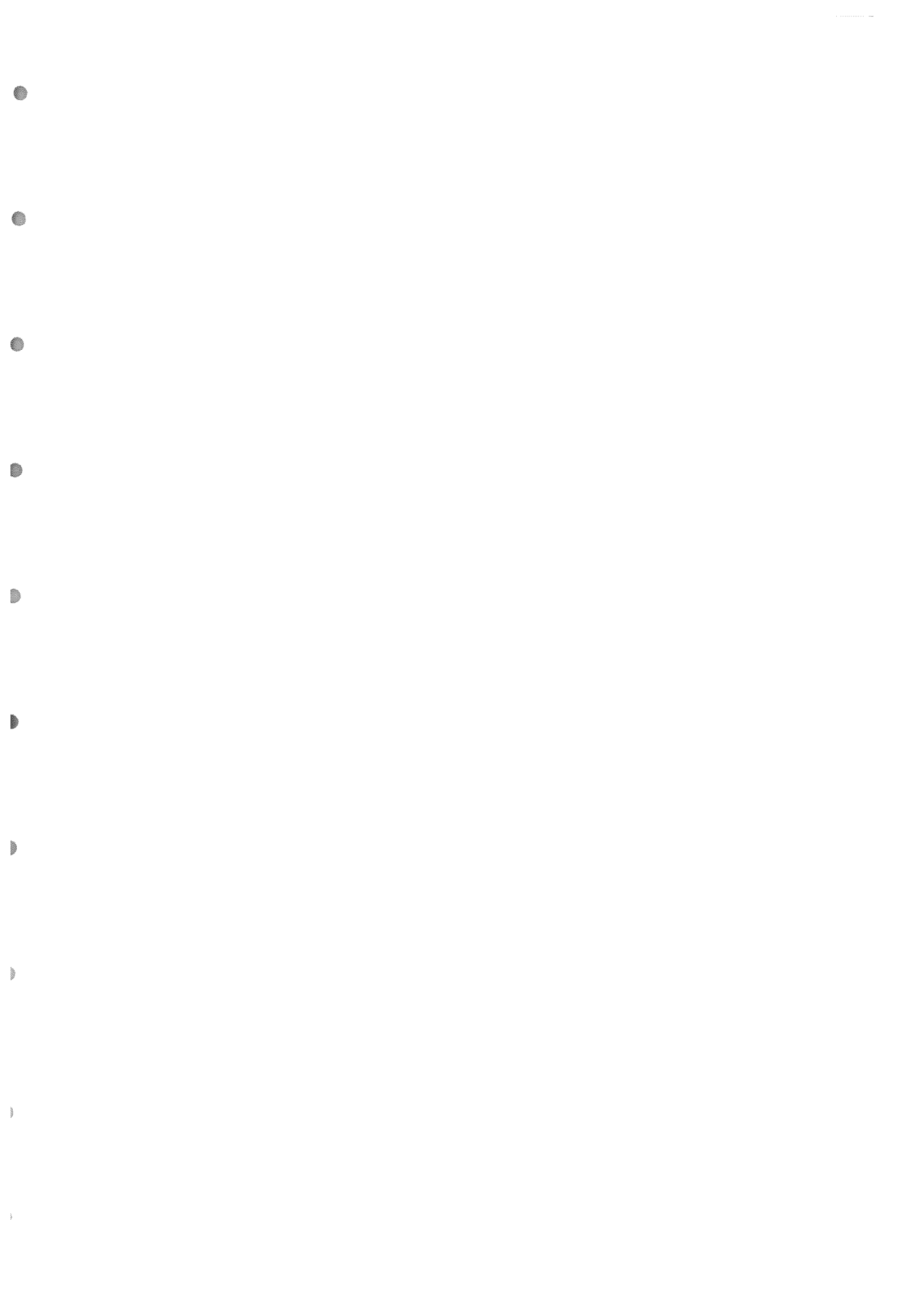
Yours faithfully

Supporting Communities Directorate

**DRAFT**

**DECISION**





DATED 13 April 2017

**(1) BHAGWAN KHEMCHAND MIRCHANDANI**

and

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

**AGREEMENT**  
relating to land known as  
81 Avenue Road, London NW8 6JD  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

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