

DATED

17 April

2018

(1) 80 GREENCROFT GARDENS LLP

and

(2) A2 CAPITAL LLP

and

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

A G R E E M E N T

relating to land known as

80 GREENCROFT GARDENS LONDON NW6 3JQ

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1798.40



THIS AGREEMENT is made the 17th day of April 2018

BETWEEN:

- A. **80 GREENCROFT GARDENS LLP** (LLP Regn. No. OC403705) whose registered office is at 37 Commercial Road, Poole BH14 0HU (hereinafter called "the Freeholder") of the first part
- B. **A2 CAPITAL LLP** (LLP Regn. No. OC404308) whose registered office is at 1 Mercer Street, London, England, WC2H 9QJ (hereinafter called "the Mortgagee") of second part
- C. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL318326 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14 September 2016 and the Council resolved to grant permission conditionally under reference number 2016/2822/P subject to the conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 As local highway authority the Council considers the Highways Works to be carried out pursuant to this section 278 Agreement to be in the public benefit.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL318326 and dated 10 April 2017 is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

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

- 2.1 "the Act" the Town and Country Planning Act 1990 (as amended)
- 2.2 "Affordable Housing" low cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
- 2.3 "Affordable Housing Contribution" the sum of £27,560 (twenty seven thousand five hundred and sixty pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement to be applied by the Council in the event of receipt towards the provision of Affordable Housing within the London Borough of Camden
- 2.4 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

- 2.5 "the Certificate of Practical Completion" the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed
- 2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual 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 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
- 2.7 "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
- 2.8 "the Construction Phase" the whole period between
- (i) the Implementation Date and
 - (ii) the date of issue of the Certificate of Practical Completion
- 2.9 "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
- 2.10 "the Development" extensions to the property at basement, ground and roof levels including the provision of no.2 front lightwells, rear sunken garden and rear terraces to facilitate sub-division from 4x into 7x self-contained residential units (C3) as shown on drawing numbers:- (Prefix: ARC-532-) A-00, A-01, A-02, A-03, A-04, A-05, A-06, A-07, E-02, E-03, E-04 (received 13.11.17), E-05, E-06, S-01, S-02, S-03.

Supporting documents: Basement Impact Assessment (Surface Water BIA and Design/construction proposals) Rev1 by Croft Structural Engineers (dated 31 Aug 2017); Flood risk assessment Rev2 by Croft Structural Engineers ref. 170503 (dated 31 Aug 2017); Basement Impact Assessment (Slope and Land stability report) ref. 30207-1 80 Greencroft BIA Rev 1 by Ground and Project Consultants Ltd (dated Aug 2017); Email correspondence - Croft Structural Engineers/Campbell Reith (dated Sept 2017); Planning, Design and Access Statement by Archian Ltd; Daylight and Sunlight report by Waldrams Ltd; Arboricultural Impact Assessment Report and Methods Statement ref. QPM/80GRC/AIM/01 (dated 26.10.17)

2.11 "the Highways Contribution"

the sum of £3,818.66 (three thousand, eight hundred and eighteen pounds and sixty-six 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; 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
2.12	"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
2.13	"the Nominated Units"	<p>together:</p> <ul style="list-style-type: none"> • Unit 1 located on the basement and ground floor; • Units 3 and 4 located on the first floor; • Units 5 and 6 located on the second floor; and • Unit 7 located on the third floor, <p>and forming part of the Development as shown in the drawings annexed hereto</p>
2.14	"the Level Plans"	plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway
2.15	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.16	"the Parties"	mean the Council the Owner and the Mortgagee
2.17	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 14 September 2017 for which a resolution to grant permission has been passed conditionally under reference number 2016/2822/P subject to conclusion of this Agreement
2.18	"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

- | | | |
|------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.19 | "the Planning Permission" | a planning permission granted for the Development substantially in the draft form annexed hereto |
| 2.20 | "the Property" | the land known as 80 Greencroft Gardens London NW6 3JQ the same as shown shaded grey on the plan annexed hereto |
| 2.21 | "the Public Highway" | any carriageway footway and/or verge adjoining the Property maintainable at public expense |
| 2.22 | "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 |
| 2.23 | "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 |

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 is also made in pursuance of Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.2.1 and 4.2.2 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 AFFORDABLE HOUSING CONTRIBUTION

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 CAR FREE

4.2.1 To ensure that prior to occupying any Nominated Unit (being part of the Development) each new occupier of the Nominated Unit is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:

- (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.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any Nominated 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).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

4.3 CONSTRUCTION MANAGEMENT PLAN

4.3.1 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.

4.3.2 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.

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

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

4.4 **HIGHWAYS CONTRIBUTION**

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

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

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

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

- 4.4.5 The Owner acknowledges that the Council has the right reserved to it to construct the Public Highway to levels it considers appropriate.
- 4.4.6 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.
- 4.4.7 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.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2016/2822/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the

Council its employees or agents has caused or contributed to such expenses or liability.

- 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 Borough Solicitor 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 2016/2822/P.
- 5.7 Payment of the Affordable Housing Contribution, Construction Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clauses 4.1, 4.3 and 4.4 respectively 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 2016/2822/P. Electronic Transfer 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 AllRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AllRP figure published before the date such payment or application is made ("Y") less the last published AllRP 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 and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2016/2822/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.

6.2 This Agreement shall be registered as a Local Land Charge.

6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.

6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement

in the Charges Register of the title to the Property and will furnish the Council forthwith with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner or the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.
- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of Development this Agreement shall forthwith determine and cease to have effect.

7. **MORTGAGEE EXEMPTION**

- 7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property

unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
80 GREENCROFT GARDENS LLP
By**

)
)
)
)
)



in the presence of:

.....
Witness Signature

Witness Name: Agnieszka Piniog
Address: 363c High Road N22 8JA

**EXECUTED AS A DEED BY
A2 CAPITAL LLP
By**

)
)
)
)
)



in the presence of:

.....
Witness Signature

Witness Name: ANDRES RATKOSKI
Address: 46 WARHAM ROAD
SW15 2LR LONDON

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO 80 GREENCROFT GARDENS
LONDON NW6 3JQ

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

R Alexander
.....

Authorised Signatory



THE FIRST SCHEDULE
Pro Forma
Construction Management Plan

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

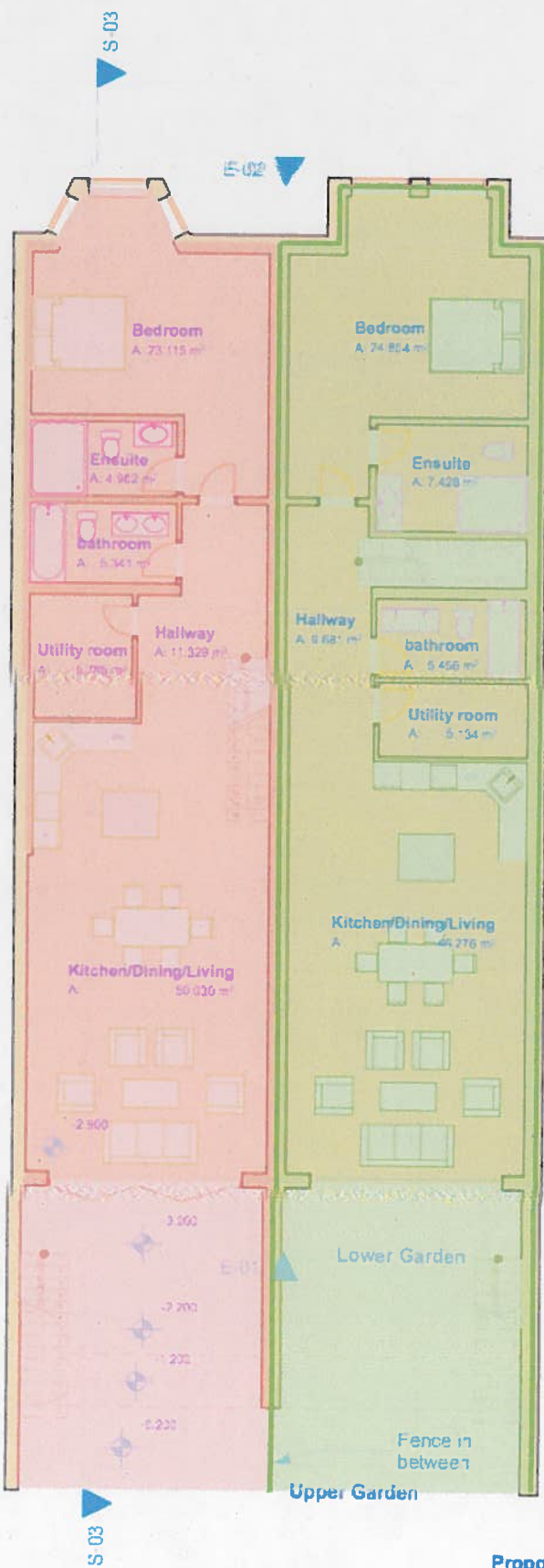
The pro-forma Construction Management Plan can be found on the Council's website at:-

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

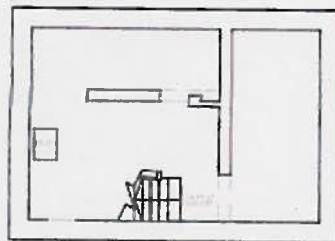
Please use the Minimum Requirements (also available at the link above) as guidance for what is required in the CMP and then download the Construction Management Plan

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

**ANNEXURE
DRAWINGS SHOWING THE NOMINATED UNITS**



Proposed Basement Plan



Existing Basement Plan

ARCHIAN
Design. Develop. Deliver Intelligent Solutions

The drawings have been produced in support of a planning application and should be taken in this context.

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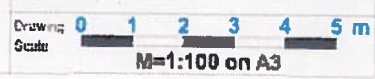
All dimensions and measurements are in metres. The drawings shall be used for the purposes of the planning application only. The drawings shall not be used for any other purpose without the prior written permission of the copyright owner. The drawings shall not be used for any other purpose without the prior written permission of the copyright owner.

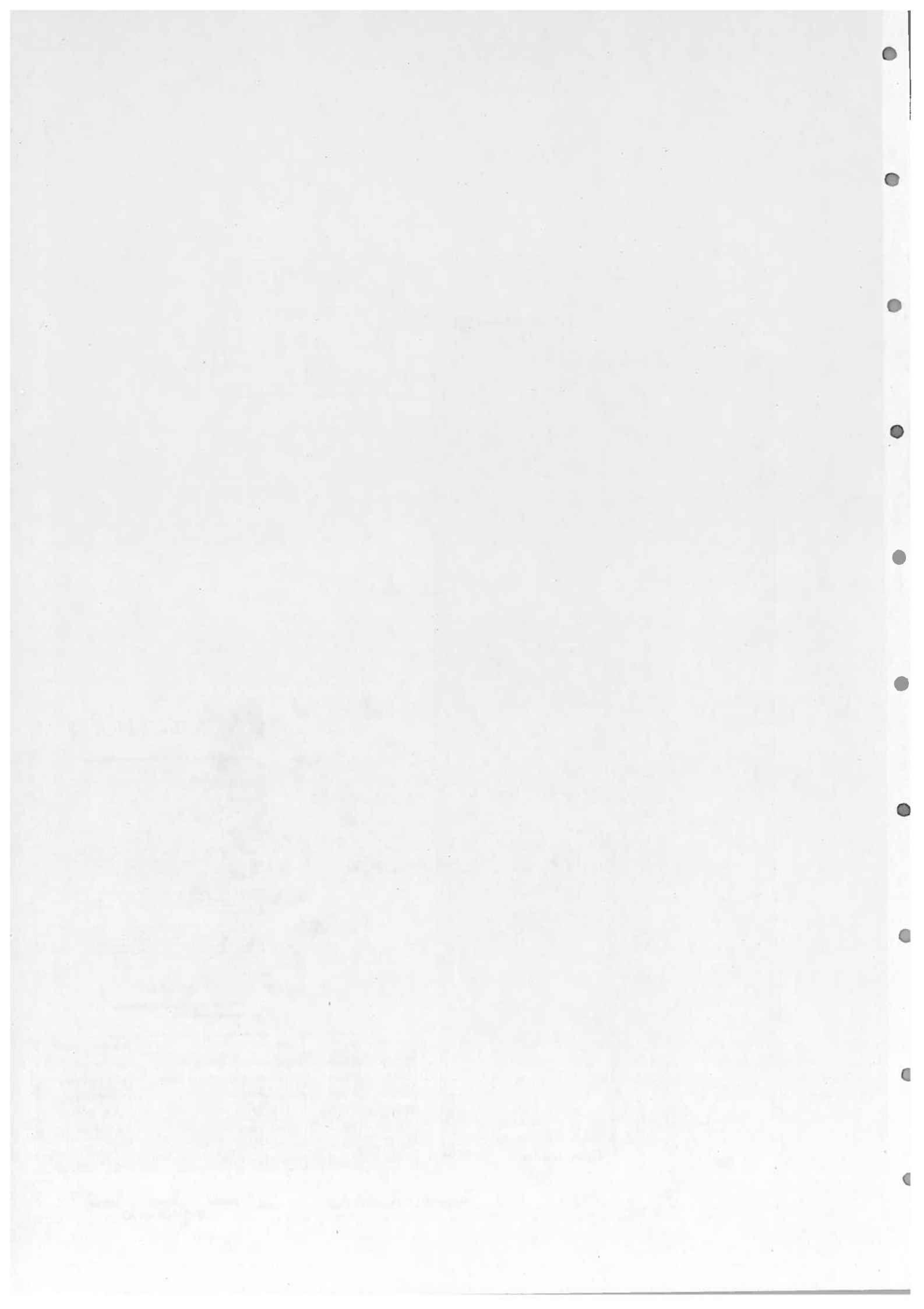
Notes: All measurements are in metres. The drawings shall be used for the purposes of the planning application only. The drawings shall not be used for any other purpose without the prior written permission of the copyright owner.

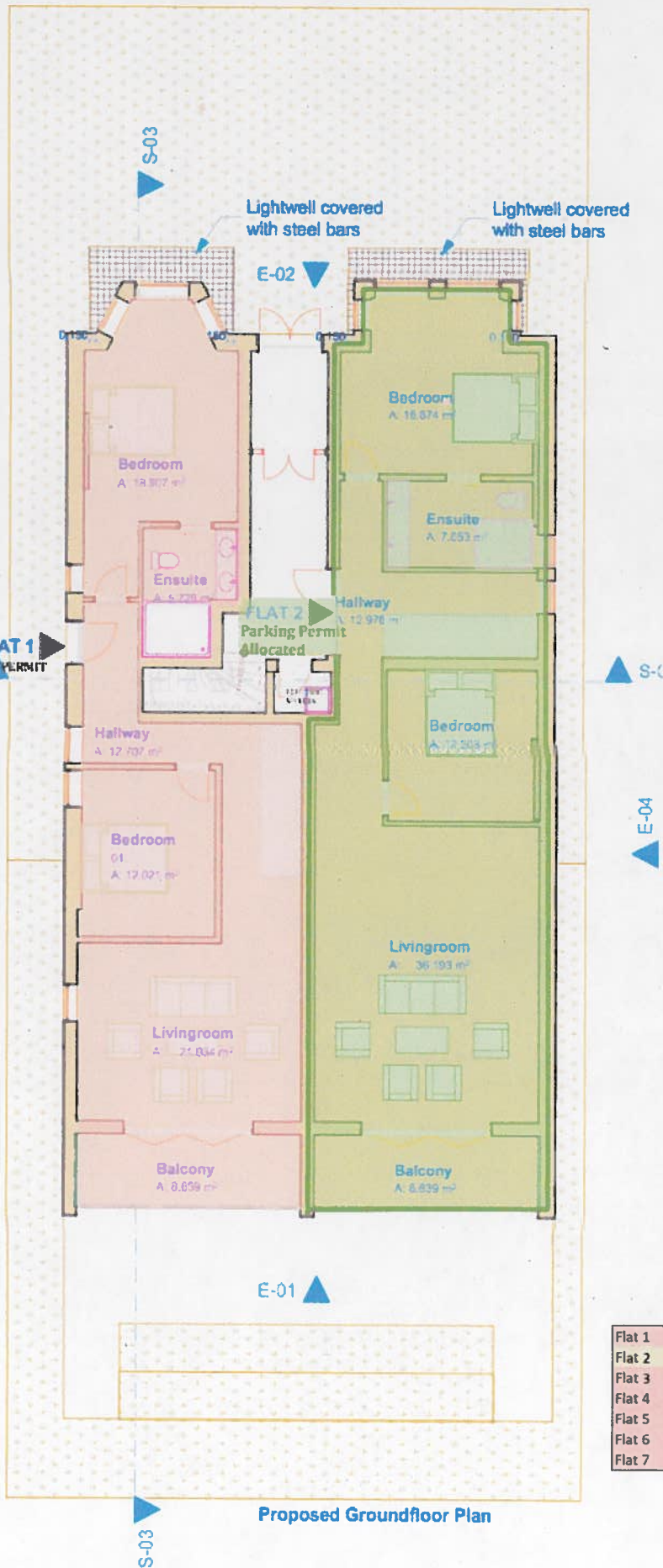
Health and Safety: The drawings shall be used for the purposes of the planning application only. The drawings shall not be used for any other purpose without the prior written permission of the copyright owner.

Job Title: **ARC-532**
Address: **60 Greencroft Gardens, London, NW5 3JQ**

Flat	Size	Level	Parking Permit
Flat 1	3 Bed	Basement and Ground Floor	No Permit
Flat 2	3 Bed	Basement and Ground Floor	Parking Permit
Flat 3	2 Bed	First Floor	No Permit
Flat 4	1 Bed	First Floor	No Permit
Flat 5	2 Bed	Second Floor	No Permit
Flat 6	1 Bed	Second Floor	No Permit
Flat 7	3 Bed	Third Floor (Loft)	No Permit







Proposed Groundfloor Plan



This drawing has been produced in support of a planning application and does not constitute a contract.

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Party Walls: All party walls and structures are to be constructed in accordance with the Building Regulations and the relevant Building Regulations. All structures are to be constructed in accordance with the Building Regulations and the relevant Building Regulations.

Health and Safety: The drawings are to be used for planning purposes only and are not to be used for construction purposes. The drawings are not to be used for any other purpose without the prior written permission of ARCHIAN.

ARC-532

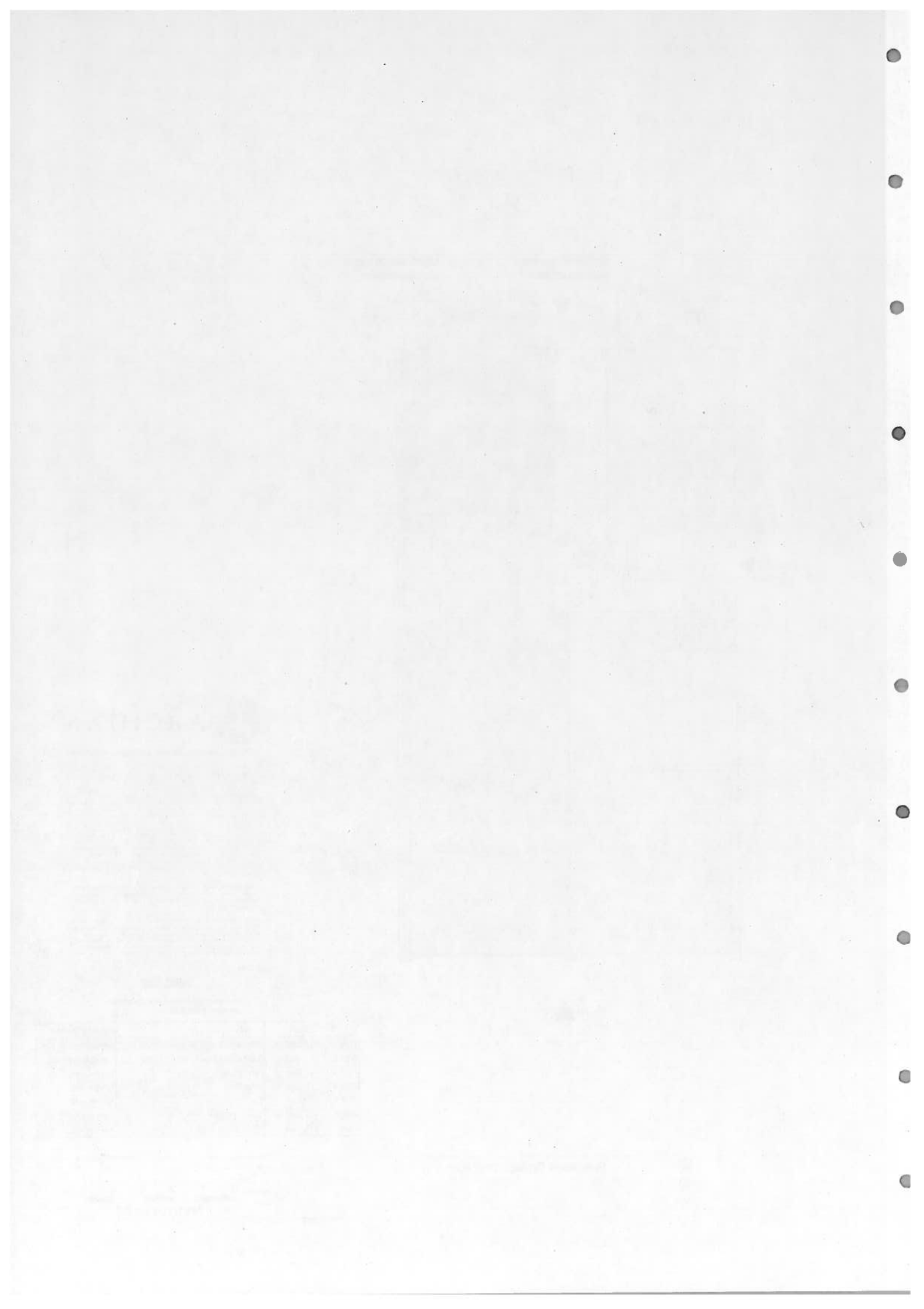
Address: 65 Grosvenor Gardens, London, W1K 3JQ

Flat	Size	Level	Parking Permit
Flat 1	3 Bed	Basement and Ground Floor	No Permit
Flat 2	3 Bed	Basement and Ground Floor	Parking Permit
Flat 3	2 Bed	First Floor	No Permit
Flat 4	1 Bed	First Floor	No Permit
Flat 5	2 Bed	Second Floor	No Permit
Flat 6	1 Bed	Second Floor	No Permit
Flat 7	3 Bed	Third Floor (Loft)	No Permit

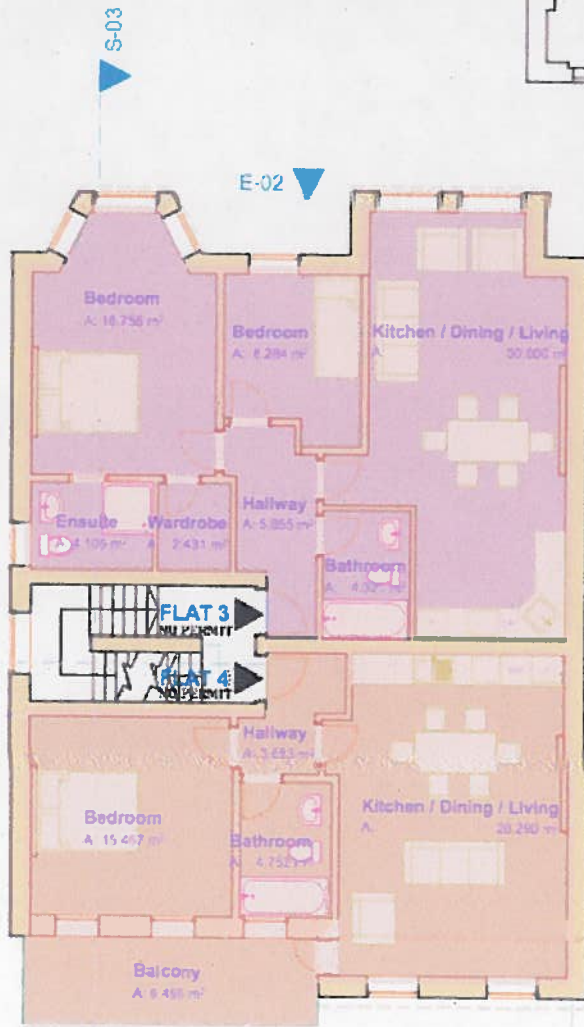
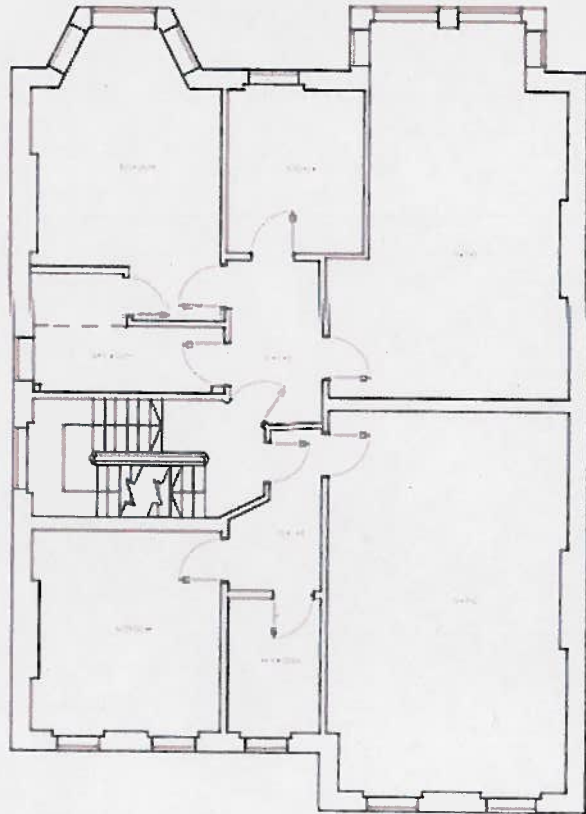
Checked By: T.P. Date: 26/06/2016

Drawing Scale: 0 1 2 3 4 5 m

M=1:100 on A3



Existing First Floor Plan



Proposed First Floor Plan



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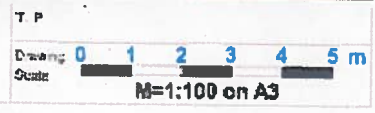
Notes: All dimensions are in meters. All structural drawings shall be in accordance with the relevant building regulations and standards. The drawings are for information only and do not constitute an offer of any services. ARCHIAN is not responsible for any errors or omissions in the drawings or for any consequences arising therefrom.

Health and Safety: The drawings are for information only and do not constitute an offer of any services. ARCHIAN is not responsible for any errors or omissions in the drawings or for any consequences arising therefrom.

Job Title:

ARC-532
 Address: 80 Grosvenor Gardens,
 London, W1T 3JQ

Flat	Size	Level	Parking Permit
Flat 1	3 Bed	Basement and Ground Floor	No Permit
Flat 2	3 Bed	Basement and Ground Floor	Parking Permit
Flat 3	2 Bed	First Floor	No Permit
Flat 4	1 Bed	First Floor	No Permit
Flat 5	2 Bed	Second Floor	No Permit
Flat 6	1 Bed	Second Floor	No Permit
Flat 7	3 Bed	Third Floor (Loft)	No Permit



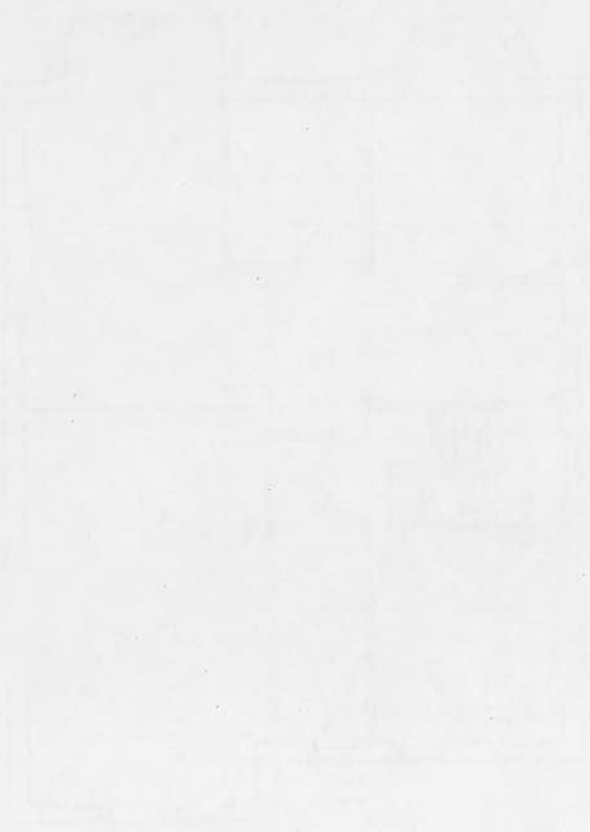


TABLE 1

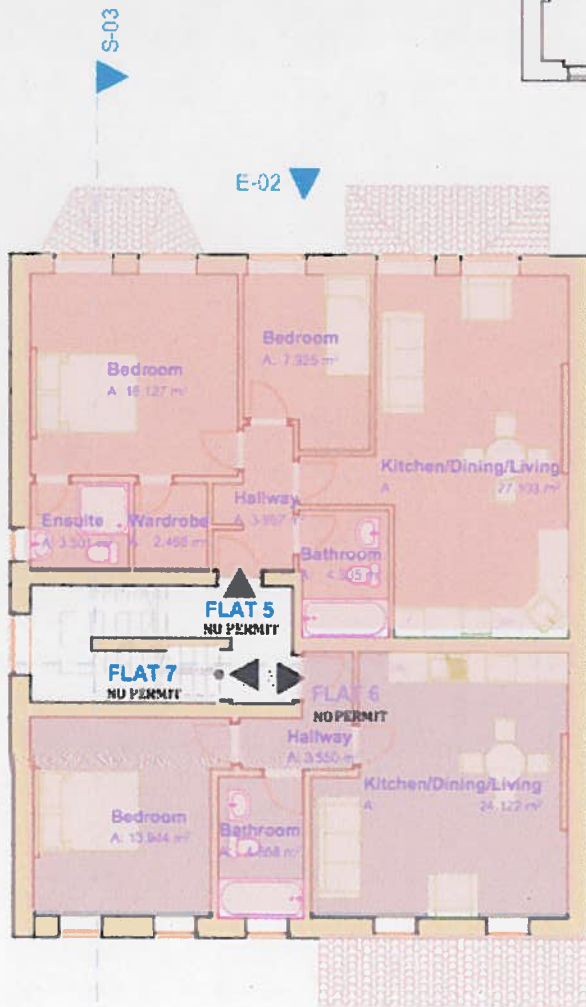
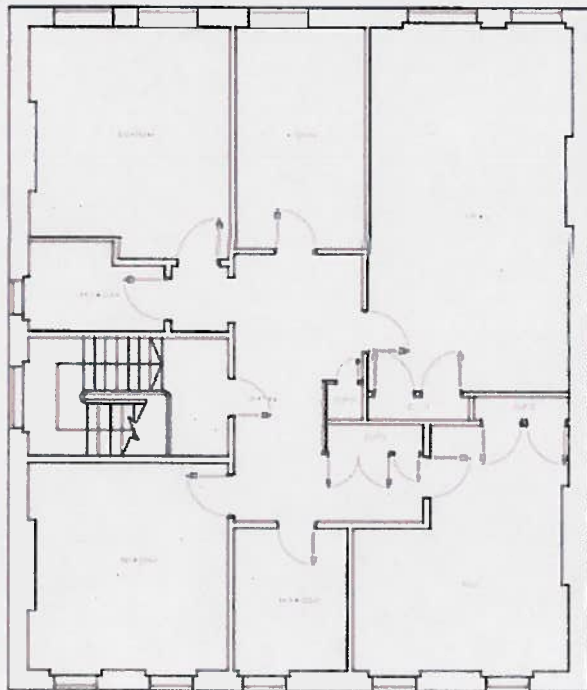
Item	Value
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000



TABLE 2

Item	Value
1	100
2	200
3	300
4	400
5	500
6	600
7	700
8	800
9	900
10	1000

Existing Second Floor Plan



Proposed Second Floor Plan



The drawing has been produced in support of a planning application and should not be used for any other purpose.

Copyright: All rights reserved. No part of this drawing may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the copyright owner.

Accuracy: The drawing is intended to be used for planning purposes only. It is not intended to be used for construction purposes. The drawing is not intended to be used for any other purpose. The drawing is not intended to be used for any other purpose.

Notes: All dimensions are in meters. All dimensions are to the center of the wall unless otherwise stated. All dimensions are to be confirmed on site. All dimensions are to be confirmed on site.

Health and Safety: The drawing is not intended to be used for any other purpose. The drawing is not intended to be used for any other purpose. The drawing is not intended to be used for any other purpose.

ARC-532

Address: 80 Greencroft Gardens, London, NW6 3JQ

Flat	Size	Level	Parking Permit
Flat 1	3 Bed	Basement and Ground Floor	No Permit
Flat 2	3 Bed	Basement and Ground Floor	Parking Permit
Flat 3	2 Bed	First Floor	No Permit
Flat 4	1 Bed	First Floor	No Permit
Flat 5	2 Bed	Second Floor	No Permit
Flat 6	1 Bed	Second Floor	No Permit
Flat 7	3 Bed	Third Floor (Loft)	No Permit

T P

Drawing Scale: 0 1 2 3 4 5 m
M=1:100 on A3



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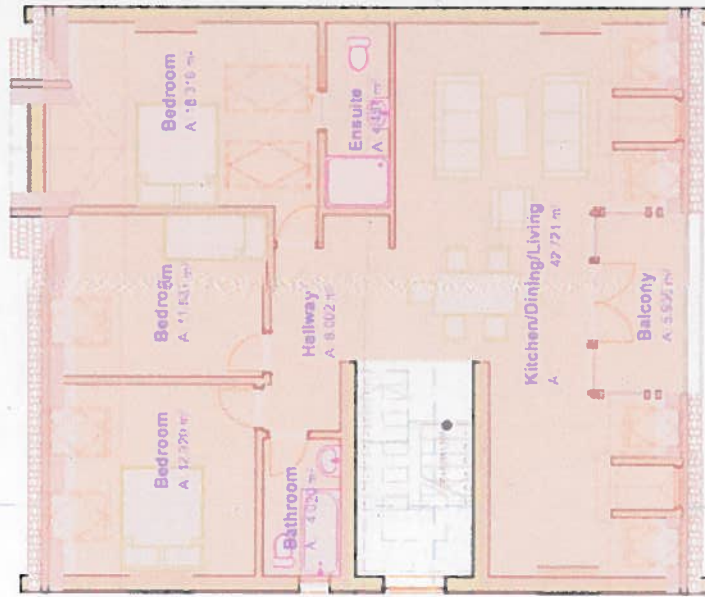


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Proposed Loft Plan

S-03

E-02



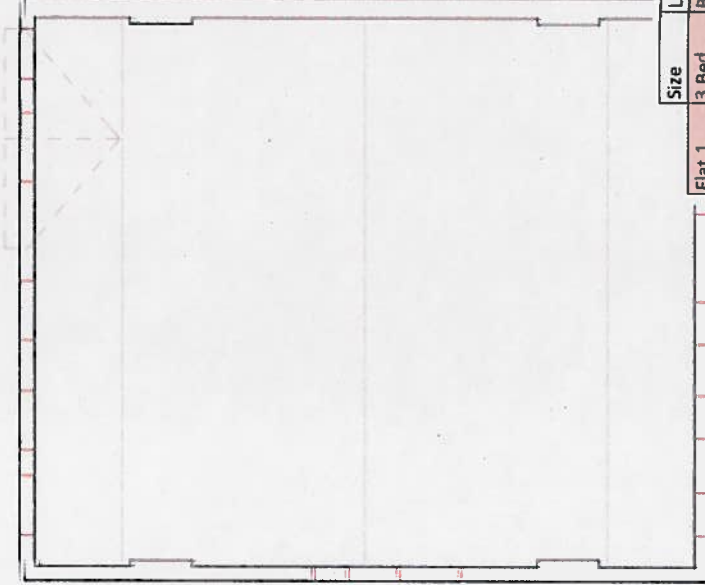
01

E-03

S-01

E-04

Existing Loft Plan



Design, Develop, Deliver Intelligent Solutions

The drawings have been prepared in support of a planning application and should not be used for any other purpose.

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All dimensions are in millimeters. All drawings shall be read in conjunction with the specification and the contract documents. The drawings shall be read in conjunction with the specification and the contract documents. The drawings shall be read in conjunction with the specification and the contract documents.

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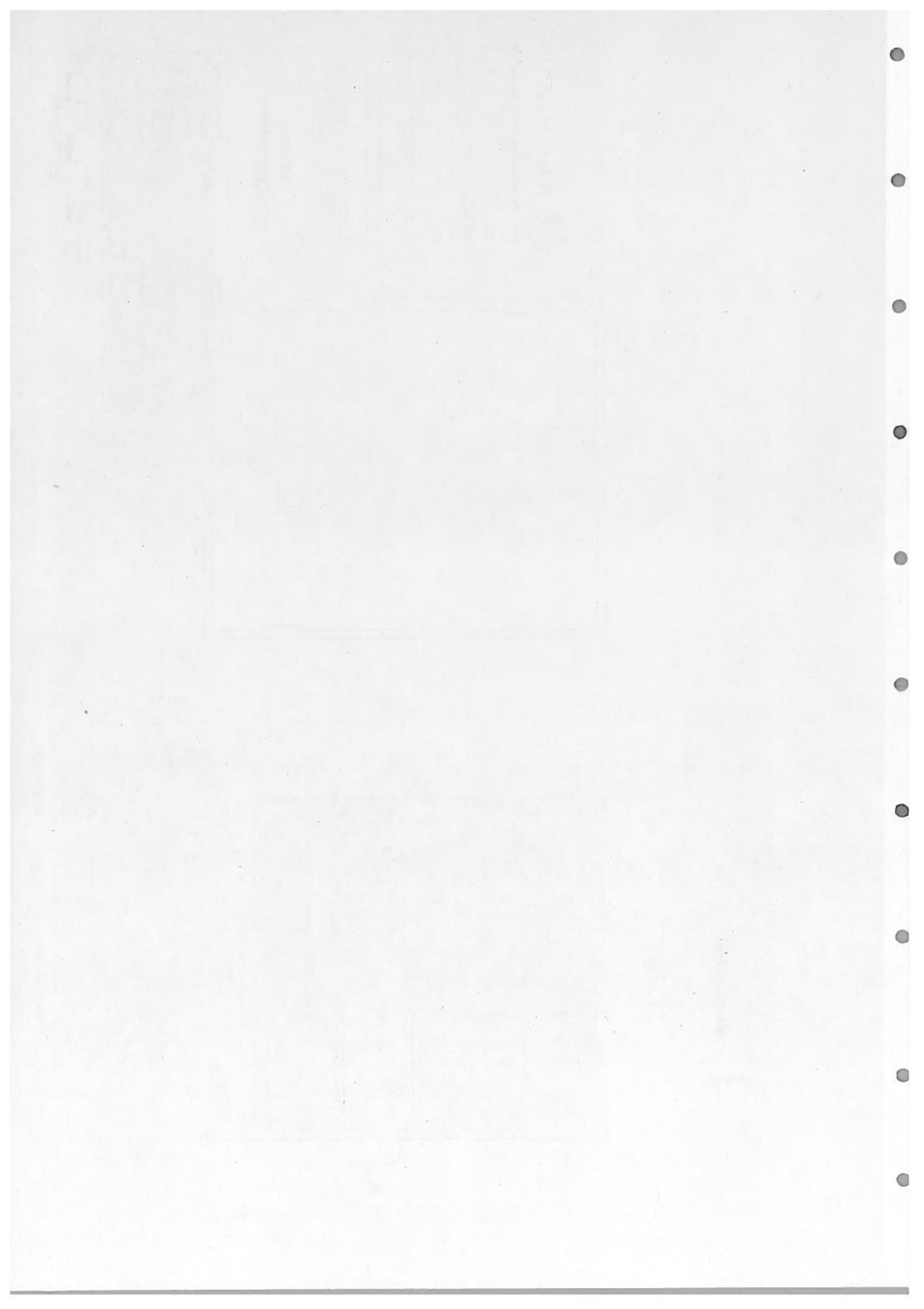
Scale: 1:100. The drawings are shown at this scale. All dimensions are in millimeters. All drawings shall be read in conjunction with the specification and the contract documents.

10/21/20

ARC-532
Address: 80, Grosvenor Gardens,
London, W6B 1JQ

Level	Size	Parking Permit
Basement and Ground Floor	Flat 1 3 Bed	No Permit
Basement and Ground Floor	Flat 2 3 Bed	No Permit
First Floor	Flat 3 2 Bed	No Permit
First Floor	Flat 4 1 Bed	No Permit
Second Floor	Flat 5 2 Bed	No Permit
Second Floor	Flat 6 1 Bed	No Permit
Third Floor (Loft)	Flat 7 3 Bed	No Permit

Scale: 0 1 2 3 4 5 m
M=1:100 on A3



80 Greencroft Gardens London NW6 3JQ



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CRITICAL POINTS OF THE TERNARY SYSTEM

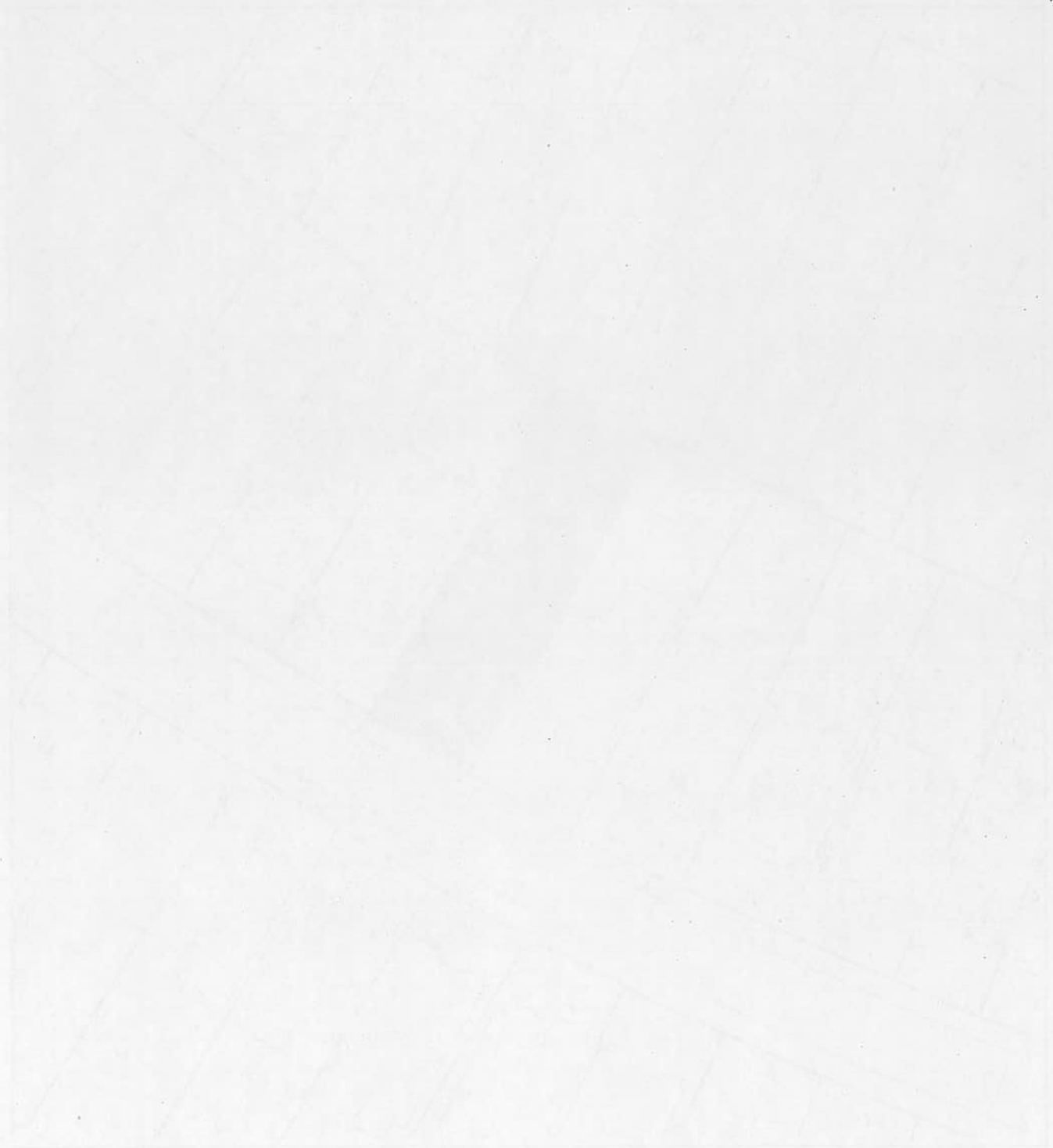


Figure 1. Ternary phase diagram showing the critical points of the system. The diagram is enclosed in a rectangular frame and features a central point from which several lines radiate outwards, forming a series of interconnected regions. The lines are thin and light gray, creating a web-like structure. The overall appearance is that of a technical drawing or a scientific plot.

Archian LTD
4 Brook Avenue
Wembley
London
HA9 8PH

Application Ref: **2016/2822/P**

20 March 2018

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:
80 Greencroft Gardens
London
NW6 3JQ

Proposal:
Extensions to the property at basement, ground and roof levels including the provision of no.2 front lightwells, rear sunken garden and rear terraces to facilitate sub-division from 4x into 7x self-contained residential units (C3).

Drawing Nos: (Prefix: ARC-532-) A-00, A-01, A-02, A-03, A-04, A-05, A-06, A-07, E-02, E-03, E-04 (received 13.11.17), E-05, E-06, S-01, S-02, S-03.

Supporting documents: Basement Impact Assessment (Surface Water BIA and Design/construction proposals) Rev1 by Croft Structural Engineers (dated 31 Aug 2017); Flood risk assessment Rev2 by Croft Structural Engineers ref. 170503 (dated 31 Aug 2017); Basement Impact Assessment (Slope and Land stability report) ref. 30207-1 80 Greencroft BIA Rev 1 by Ground and Project Consultants Ltd (dated Aug 2017); Email correspondence - Croft Structural Engineers/Campbell Reith (dated Sept 2017); Planning, Design and Access Statement by Archian Ltd; Daylight and Sunlight report by Waldrams Ltd; Arboricultural Impact Assessment Report and Methods Statement ref. QPM/80GRC/AIM/01 (dated 26.10.17).

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

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

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

Condition(s) and Reason(s):

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

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

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy D1 and D2 of the London Borough of Camden Local Plan 2017.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: (Prefix: ARC-532-) A-00, A-01, A-02, A-03, A-04, A-05, A-06, A-07, E-02, E-03, E-04 (received 13.11.17), E-05, E-06, S-01, S-02, S-03.

Supporting documents: Basement Impact Assessment (Surface Water BIA and Design/construction proposals) Rev1 by Croft Structural Engineers (dated 31 Aug 2017); Flood risk assessment Rev2 by Croft Structural Engineers ref. 170503 (dated 31 Aug 2017); Basement Impact Assessment (Slope and Land stability report) ref. 30207-1 80 Greencroft BIA Rev 1 by Ground and Project Consultants Ltd (dated Aug 2017); Email correspondence - Croft Structural Engineers/Campbell Reith (dated Sept 2017); Planning, Design and Access Statement by Archian Ltd; Daylight and Sunlight report by Waldrams Ltd; Arboricultural Impact Assessment Report and Methods Statement ref. QPM/80GRC/AIM/01 (dated 26.10.17).

Reason:

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

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

Reason: To safeguard the appearance and structural stability of neighbouring buildings and the character of the immediate area in accordance with the requirements of policies D1, D2 and A5 of the London Borough of Camden Local Plan 2017

- 5 Prior to commencement of any impact piling, a piling method statement shall be submitted to and approved in writing by the local planning authority. The Method Statement shall be prepared in consultation with Thames Water or the relevant statutory undertaker, and shall detail 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. 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 policies A5 and CC3 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policies A2, A3, A5, CC1, CC2, CC3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 7 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 or prior to the occupation for the hereby approved units, whichever is the sooner. Any trees or areas of planting which, within a period of 5 years from the completion of the development, die, are removed or become seriously damaged or diseased, shall be replaced as soon as is reasonably possible and, in any case, by not later than the end of the following planting season, with others of similar size and species, unless the local planning authority gives written consent to any variation.

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a high quality of visual amenity in the scheme in accordance with the requirements of policies A2, A3, A5, CC1, CC2, CC3, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 8 Prior to the commencement of any works on site, the tree protection measures demonstrating how trees to be retained shall be protected during construction work detailed in the with the hereby approved Arboricultural Impact Assessment Report and Methods Statement ref. QPM/80GRC/AIM/01 (dated 26.10.17) shall be installed and adhered to for the duration of works on site. Such details shall follow guidelines and standards set out in BS5837:2012 "Trees in relation to design, demolition and construction". 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 policies A2 and A3 of the London Borough of Camden Local Plan 2017

- 9 Prior to the end of the next available planting season, replacement tree planting shall be carried out in accordance with details of replanting species, position, date and size, where applicable, that have first been submitted to and approved by the local planning authority in writing.

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 policies A2, A3, D1 and D2 of the London Borough of Camden Local Plan 2017.

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

Reason: To safeguard the amenities of the future occupiers of the development and occupiers of the adjoining premises in accordance with the requirements of policies G1, CC1, D1, A1, and A4 of the London Borough of Camden Local Plan 2017

- 11 Before the development commences, details of secure and covered cycle storage area for 12 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 T1 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure that sufficient provision for the storage and collection of waste has been made in accordance with the requirements of policy CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 13 A 1.8 metre high screen, details of which shall have been submitted to and approved in writing by the local planning authority, shall be erected to either side return of the first floor rear terrace prior to commencement of use of the roof terrace and shall be permanently retained.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies A1, D1 and D2 of the London Borough of Camden Local Plan 2017.

- 14 Only the area specifically shown on the plans hereby approved as an external terrace/balcony shall be used for such purposes; and no other flat roofed areas shall be used at any time as amenity space, and any access out onto these areas shall be for maintenance purposes only.

Reason: In order to prevent any overlooking of the neighbouring occupiers in accordance with the requirements of policies G1 and A1 of the Camden Local Plan 2017.

- 15 The development hereby approved shall not be commenced, other than for site clearance, preparation and demolition, until details of a surface water drainage scheme for the site, prepared with reference to the London Plan policy 5.13 'SuDS hierarchy' to minimise the rate of surface water run-off from the site aiming by reasonable endeavours to achieve the greenfield run off rate, shall be submitted to and approved by the local planning authority in consultation with Thames Water. The development shall not be implemented other than in complete accordance with the surface water drainage scheme that has been approved.

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 CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

- 16 The development hereby approved shall achieve a maximum internal water use of 110litres/person/day. The dwellings 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 CC1, CC2, CC3 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (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 Noise and Licensing Enforcement Team, Camden Town Hall, Judd St, Kings Cross, London NW1 2QS (Tel. No. 020 7974 4444 or search for 'environmental health' on the Camden website or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

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

- 4 Your 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 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Camden Contact Centre on Tel: 020 7974 4444 or Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ.
- 6 You are 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.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

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

Yours faithfully

Supporting Communities Directorate

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DATED

17 April

2018

(1) 80 GREENCROFT GARDENS LLP

and

(2) A2 CAPITAL LLP

and

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

A G R E E M E N T

relating to land known as

80 GREENCROFT GARDENS LONDON NW6 3JQ

pursuant to

Section 106 of the Town and Country Planning Act 1990 (as amended);

Section 16 of the Greater London Council (General Powers) Act 1974;

Section 111 of the Local Government Act 1972; and

Section 1(1) of the Localism Act 2011

and

Section 278 of the Highways Act 1980

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

Tel: 020 7974 4125
CLS/COM/OO.1798.40