

THIS AGREEMENT is made the 27TH day of MARCH 2007

BETWEEN

- 1 **ST PANCRAS AND HUMANIST HOUSING ASSOCIATION** (Register of Friendly Societies No IP10008R) of 110 Eversholt Street London NW1 1BS (hereinafter called the Owner") of the first part
- 2 **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

WHEREAS

- 1 1 The Owner is registered at HM Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 311517 449206 LN131989 311542 and 124609
- 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 on 31 August 2006 and the Council resolved to grant permission conditionally under reference number 2006/3659/P subject to conclusion of this legal Agreement
- 1 4 The Council 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 by the Planning and Compensation Act 1991) |
| 2 2 | Affordable Housing | subsidised low cost housing available for occupation for people who cannot afford to occupy homes available in the open market |
| 2 3 | the Affordable Housing Units | the three x 3 bedroom residential units two three storey 4 bed room single family dwelling houses and one two storey 4 bed room within the Development to be constructed fitted out and occupied exclusively as Affordable Housing to be created and used exclusively as Social Rented Housing |
| 2 4 | the Agreement | this Planning Obligation made pursuant to Section 106 of the Act |
| 2 5 | the Application | a planning application in respect of the development of the Property submitted to the Council on 31 August 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3659/P subject to conclusion of this Agreement |
| 2 6 | the Certificate of Practical Completion | the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction |

- 2 7 the Construction Phase the whole period between
- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion
- 2 8 the Council s Considerate Contractor Manual the document produced by the Council from time to time entitled Considerate Contractor Manual relating to the good practice for developers engaged in building activities in the London Borough of Camden
- 2 9 the Development the erection of three storey building to provide three flats (3 X 3 bedrooms) fronting onto Hemstal Road two three storey 4 bedroom single family dwellinghouses set behind front garden fronting onto Hemstal Road (one to rear of plot) and one two storey 4 bedroom single family dwellinghouse set behind front garden fronting onto Linstead Street (following demolition of four existing detached residential buildings) (all new accommodation is affordable housing) as shown on drawing numbers PH 01 SP 01 Rev A SP 02 Rev A EX 01 EX 02 EX 03 PL 01 Rev B PL 02 Rev E PL 03 Rev C PL 04 Rev C PL 05 Rev B PL 06 Rev D PL 07 Rev D PL 08 Rev C PL 09 Rev B PL 10 Rev B PL 11 Rev B PL 12 Rev C PL 13 Rev B PL 14 Rev B PL 15 Rev B PL 16 Rev B PH 02 SK 05 SK 06 Landscape Statement and Colours/Finishes Statement Lifetime Homes Statement by Barbara Weiss Architects Daylight

Study by Delva Patman Associates dated December 2006 (Ref SG/sg/06258) and Design Statement dated 09 08 06

2 10 the Highway Reinstatement Works

any works to reinstate the public highway adjacent to the Property that the Council reasonably considers are necessary as a consequence of damage to the public highway caused by undertaking the Development

2 11 '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 12 Lifetime Homes Standards

a set of standards as set out in the First Schedule hereto drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden order to provide accessible housing in the borough

2 13 Management Plan

the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual

2 14 Occupation Date

the first date when any part of the Development is occupied

2 15	the Parties	mean the Mayor and Burgesses of the London Borough of Camden and the Owner
2 16	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 17	the Planning Permission	a planning permission granted for the Development substantially in the draft form annexed hereto
2 18	the Property	the land and buildings known as 54 and 56 Hemstal Road and 17 and 18 Linstead Street London NW6 the same is shown shaded green on the plan annexed hereto and marked Plan 1
2 19	Registered Social Landlord	a registered social landlord registered as such by the Housing Corporation who has entered into a nominations agreement with the Council for the units of Social Rented Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme in accordance with a sensitive lettings policy agreed between the Council and such registered social landlord
2 20	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 21	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 22 Social Rented Housing

Affordable Housing units available for rent in perpetuity such that (a) the total cost of rent and service and management charges (i) meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (ii) is consistent with the London Plan 2004 and the Mayor's supplementary planning guidance in relation to Social Rented Housing and (b) the units are managed by a Registered Social Landlord who has entered into a nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2 23 Wheelchair Accessible Housing

housing that meets the minimum requirements of the Wheelchair Housing Design Guide 1997 published by the National Wheelchair Housing Association Group (NATWHAG) and as amended from time to time as set out in Appendix 5 of the GLA Supplementary Planning Guidance Accessible London achieving an inclusive environment dated April 2004 at Schedule NN Part 5 as amended from time to time

2 24 the Wheelchair Accessible Unit

the two storey four bed single family dwelling house shown as House 3 on drawing number PL 02 Rev A annexed hereto and marked Plan 2 to be built as Wheelchair Accessible Housing

3 NOW THIS DEED WITNESSETH as follows

- 3 1 This Agreement is made in pursuance of Section 106 of the Act and is a planning obligation for the purposes of Section 106 as aforesaid and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers
- 3 2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons
- 3 3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re enactment of such statute and any regulation or orders made under such statute
- 3 4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 3 5 It is hereby agreed between the Parties that save for the provisions of clauses 1 2 3 5 and 6 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 for all relevant purposes

4 OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows

4 1 Car Free Housing

4 1 1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned controlled or licensed by the Council

4 1 2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4 1 1 above will remain permanently

4 2 Highway Reinstatement Works

4 2 1 In the event that the Council are required to carry out the Highway Reinstatement Works

(a) the Council shall provide written notice to the Developer that such works are required and an estimate of the likely costs and

(b) the Developer shall pay the Council's estimate of the likely costs within 31 days of written notice

4 2 2 In the event that the Council's actual reasonable costs exceed the figure in the estimate referred to at (a) and (b) above the Council shall on completion of the Highway Reinstatement Works provide the Developer with notice and evidence of further costs incurred and the Developer shall pay the full amount of the shortfall within 31 days of the receipt of such notice

4 2 3 In the event that the Council's actual reasonable costs are less than the figure in the estimate referred to at (a) and (b) above the Council shall on completion of the

Highway Reinstatement Works provide the Developer with notice and the Council shall reimburse the Developer the full amount of the excess within 31 days of the issue of such notice

4 3 Affordable Housing

- 4 3 1** As its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord
- 4 3 2** To ensure that the Affordable Housing Units are used occupied and retained in perpetuity for no purpose other than for the provision of Social Rented Housing all units shall be retained in accordance with the definition of the eligible persons criteria contained in the housing policies utilized for development control purposes in the prevailing Council's Development Plan for the time and in the case of the Social Rented Housing Units shall be retained for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure or such standard as may replace the same that the Council may reasonably agree from time to time
- 4 3 3** Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notification from the Council to the effect that in the reasonable opinion of the Council (i) all works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Sub Clause 4 3 1 hereof and (ii) either freehold ownership of all of the Affordable Housing Units is vested in a Registered Social Landlord or a Registered Social Landlord has been granted a lease of at least 125 years in respect of all of the Affordable Housing Units
- 4 3 4** Subject always to clause 6 12 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered

Social Landlord or any other body organization or company registered with the Charity Commissioners for England and Wales and approved by the Housing Corporation and the Council

4 4 Lifetime Home Standards

- 4 4 1 Not to Implement or permit Implementation until the Owner has submitted to the Council plans showing all of the residential units forming the Development have been designed to Lifetime Homes Standards and that the Wheelchair Accessible Unit been designed as Wheelchair Accessible Housing and the Council have approved the same in writing (such approval not be to be unreasonably withheld or delayed)
- 4 4 2 Not to implement or permit Implementation of the Development otherwise than in accordance with the plans referred to in clause 4 4 1 of this Agreement such plans as approved by the Council
- 4 4 3 Not to allow or permit Occupation of any part of the Development until the Council has confirmed that all of the residential units forming the Development have been built out to Lifetime Homes Standards and that the Wheelchair Accessible Unit has been built as Wheelchair Accessible Housing in accordance with clause 4 4 1 of this Agreement

4 5 The Management Plan

- 4 5 1 On or prior to Implementation to provide the Council for approval the Management Plan
- 4 5 2 Not to Implement or allow Implementation of the Development until such time as the Council has approved the Management Plan
- 4 5 3 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the approved Management Plan and in the event of non compliance with this sub clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance

5 NOTICE TO THE COUNCIL/OTHER MATTERS

- 5 1 Within 7 days following completion of the Development to certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6 1 hereof quoting planning reference 2006/3659/P the date upon which the residential units forming the Development are ready for occupation
- 5 2 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 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 they 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 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 Index 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 AllRP figure at the date hereof (X) is the numerator so that

$$A = B \frac{Y - X}{X}$$

- 5 6 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 Property and Projects Team Planning Division Environment Department Town Hall Annex Argyle Street London WC1H 9LP quoting the planning reference number 2006/3659/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 legal costs incurred in preparing this Agreement together with a contribution to its monitoring costs 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 lodge their Charge and Land Certificates in relation to the Property with HM Land Registry and apply to the Chief Land Registrar to register this Agreement in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property

- 6 5 The Parties hereto shall act in good faith and shall co operate with the other to facilitate the discharge and performance of all obligations contained herein and in particular the Owner shall comply with any reasonable requests of the Council to provide documentation within the Owner's possession at the expense of either owner for the purposes of monitoring compliance with the obligations contained herein
- 6 6 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 7 Neither the Owner nor its successors in title nor any person deriving title from the Owner 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 8 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 9 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement
- 6 10 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council

or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority

6 11 Subject to the provisions of paragraph (i) (iii) below the restrictions contained in sub clause 4 1 hereof shall not be binding upon a mortgagee or chargee of a registered proprietor of the Affordable Housing Units (the Registered Proprietor) (ALWAYS PROVIDED that the Registered Proprietor is a Registered Social Landlord) nor any receiver appointed by such mortgagee or chargee or on any person deriving title from such mortgagee or chargee in possession PROVIDED that the following conditions have been satisfied

- (i) In the event of the Registered Proprietor entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgagee or charge so that the mortgagee or chargee exercises its power of sale or failing to make payment of sums due under any loan finance document covering the Affordable Housing Units (whether solely or together with other property) for a period of six months then any mortgagee or chargee of the Affordable Housing Units or any such receiver or administrative receiver shall serve written notice (the Default Notice) upon the Council
- (ii) In the event of service of a Default Notice the Council shall be at liberty for a period of six calendar months thereafter to seek to identify another Registered Social Landlord to agree to take a transfer of the Affordable Units
- (iii) In the event of a mortgagee or chargee or receiver or administrative receiver of the Registered Proprietor having served a Default Notice but the Council failing to locate another Registered Social Landlord ready able and willing to take a transfer of the Affordable Housing Units within the six calendar month period specified above (the Specified Period) on the terms specified above then should the mortgagee chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units otherwise enforce its security on relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any mortgagee or chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable

Housing Units ALWAYS PROVIDED that any person claiming title from a mortgagee chargee receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this Sub Clause has been followed shall not be bound by the restrictions contained in Sub Clause 4 1 hereof

6 12 Any tenant (or person claiming title from such tenant) of a Registered Social Landlord at the Property who exercises a right to acquire pursuant to the Housing Act 1996 (or any statutory successor thereto) shall be released from the obligations of Sub Clause 4 1 hereof ALWAYS PROVIDED that the relevant Registered Social Landlord has first provided the Council with information demonstrating to the Councils reasonable satisfaction that all monies received by the relevant Registered Social Landlord in respect of the sale of such tenant shall be applied exclusively for the provision of Affordable Housing within the London Boroughs Camden unless otherwise agreed by the Council

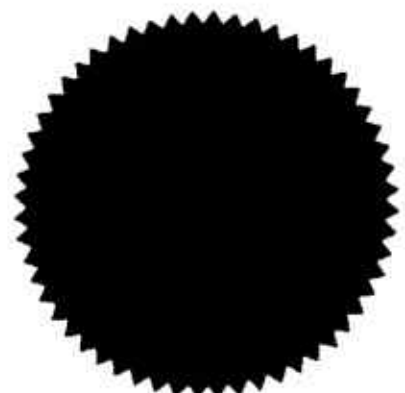
6 13 All Covenants made by the Owners and the Lessee in this Agreement are made jointly and severally

6 14 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 its Deed the day and year first before written

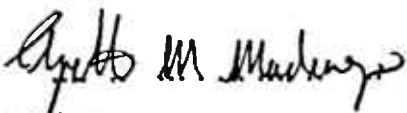
THE COMMON SEAL OF THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)
Affixed by Order)

Authorised Signatory

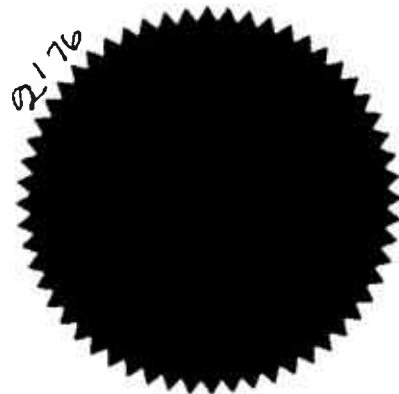


CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO
56 HEMSTAL ROAD HAMPSTEAD

EXECUTED AS A DEED BY)
ST PANCRAS AND HUMANIST)
HOUSING ASSOCIATION LIMITED)
acting by a Director and its Secretary)
or by two Directors)


Director


Director/Secretary



Schedule 1 – Lifetime Homes Standards

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards	Housing Corporation Scheme Development Standards compliance (3rd Edition) (E=essential R=recommended)
1 Where there is car parking adjacent to the home it should be capable of enlargement to attain 3300mm width	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset there must be provision (e.g. a grass verge) for enlarging the overall width to 3300mm at a later date.	1 1 3 4 E (requires actual provision at the outset rather than provision for later enlargement)
2 The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping	It is preferable to have a level approach. However where the topography prevents this a maximum gradient of 1:12 is permissible on an individual slope of less than 5 metres or 1:15 if it is between 5 and 10m and 1:20 where it is more than 10m. * Paths should be a minimum of 900mm width.	1 1 3 2 E (but covers natural surveillance not distance)
3 The approach to all entrances should be level or gently sloping	See standard 2 above for the definition of gently sloping	relevant parts of 1 3 1 1 E
4 All entrances should a) be illuminated relevant parts of 1 3 1 2 E b) have level access over the threshold and c) have a covered main entrance	The threshold upstand should not exceed 15mm	1 1 1 12 E
5 a) Communal stairs should provide easy access and b) where homes are reached by a lift it should be fully wheelchair accessible	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm Uniform going not less than	1 4 1 5 E

250mm
Handrails extend 300mm beyond
top and bottom step
Handrail height 900mm from each
nosing

Minimum dimensions for lifts 1 2 1 44 E
Clear landing entrances 1 2 1 45 E
1500x1500mm
Min internal dimensions
1100x1400mm
Lift controls between 900 and
1200mm from the floor and
400mm from the lift s internal front
wall

6 The width of the doorways and hallways should conform to the specifications in the next column	<i>Doorway clear opening width (mm)</i>	<i>Corridor/ passageway width (mm)</i>	1 3 1 2 E 1 3 1 3 E 1 3 1 4 E
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750 or wider	900 (when approach is head on)
750	1200 (when approach is not head on)
775	1050 (when approach is not head on)
900	900 (when approach is not head on)

The clear opening width of the
front door should be 800mm
There should be 300mm to the
side of the leading edge of doors
on the entrance level

7 There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere	A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required	1 3 1 12 R
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8 The living room should be at entrance level

1 3 1 10 R

9 In houses of two or more storeys there should be space on the entrance level that could be used as a convenient bed space

1 6 3 6 R
1 3 1 11 R

10 There should be
a) a wheelchair accessible entrance level WC with
b) drainage provision enabling a shower to be fitted in the future

The drainage provision for a future shower should be provided in all dwellings 1 3 1 5 E
1 3 1 9 R
1 6 3 6 R

Dwellings of three or more bedrooms

For dwellings with three or more bedrooms or on one level the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow)**

Dwellings of two or fewer bedrooms

In small two bedroom dwellings where the design has failed to achieve this fully accessible WC the Part M standard WC will meet this standard

11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails

Wall reinforcements should be located between 300 and 1500mm from the floor 1 6 3 1 E

12 The design should incorporate	There must be a minimum of 900mm clear distance between	1 3 1 6 E 1 6 3 6 R
a) provision for a future stair lift	the stair wall (on which the lift would normally be located) and	
b) a suitably identified space for a through the floor lift from the ground to the first floor for example to a bedroom next to a bathroom	the edge of the opposite handrail/ balustrade Unobstructed landings are needed at top and bottom of stairs	

13 The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom	Most timber trusses today are capable of taking a hoist and tracking Technological advances in hoist design mean that a straight run is no longer a requirement	1 6 3 2 E 1 2 1 31 R
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14 The bathroom should be designed to incorporate ease of access to the bath WC and wash basin	Although there is not a requirement for a turning circle in bathrooms sufficient space should be provided so that a wheelchair user could use the bathroom
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15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/ operate	People should be able to see out of the window whilst seated Wheelchair users should be able to operate at least one window in each room	1 4 1 1 E 1 2 1 32 R
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16 Switches sockets ventilation and service controls should be at a height usable by all (i.e. between 450 and 1200mm from the floor)	This applies to all rooms including the kitchen and bathroom	1 3 1 14 R (switches door handles and thermostats at 900 1200mm) 1 3 1 15 R (sockets at 450 600mm)
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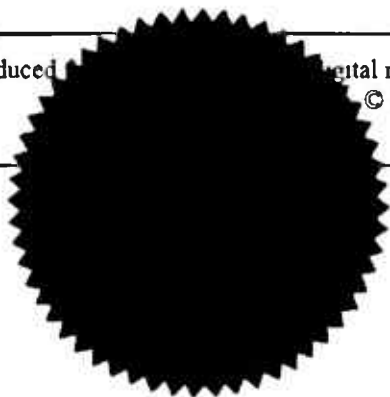
* Providing there are top bottom and intermediate landings of not less than 1.2m excluding the swing of doors and gates

** But please note that it is important to meet the Part M dimensions specified to each side of the WC bowl in entrance level WCs (diagrams 10a and 10b) The Lifetime Homes standards for houses of three bedrooms or more require full side transfer from at least one side of the WC

MVM SE GIS Print Template



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*John M. M...
Growth*

Mr Alex Glenister
Origin Housing Group Ltd
St Richard House
110 Eversholt Street
London
NW1BS

Application Ref 2006/3659/P

16 March 2007

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address
56 Hemstal Road
London
NW6 2AH

DECISION
Proposal

Erection of three-storey building to provide three flats (3 X 3 bedrooms) fronting onto Hemstal Road two three storey 4-bedroom single-family dwellinghouses set behind front garden fronting onto Hemstal Road (one to rear of plot) and one two-storey 4-bedroom single-family dwellinghouse set behind front garden fronting onto Linstead Street (following demolition of four existing detached residential buildings) (all new accommodation is affordable housing)

Drawing Nos PH 01 SP 01 Rev A SP 02 Rev A, EX 01 EX 02 EX 03 PL 01 Rev B PL 02 Rev E PL 03 Rev C PL 04 Rev C PL 05 Rev B PL 06 Rev D PL 07 Rev D PL 08 Rev C PL 09 Rev B, PL 10 Rev B, PL 11 Rev B PL 12 Rev C PL 13 Rev B PL 14 Rev B, PL 15 Rev B, PL 16 Rev B PH 02 SK 05 SK 06 Landscape Statement and Colours/Finishes Statement Lifetime Homes Statement by Barbara Weiss Architects, Daylight Study by Delva Patman Associates dated December 200 (Ref SG/sg/06258) and Design Statement dated 09 08 06

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 Detailed drawings (including sections, elevations and plans where appropriate) and samples of materials in respect of the following shall be submitted to and approved in writing by the Council before the relevant parts of the works are commenced

a) windows window openings (including surrounds and cills) and all external doors at (scale 1/20)

b) steel entrance gates and

c) bin stores

These parts of the development shall not be carried out otherwise than in accordance with the details thus approved

Reason To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 3 A sample board of all facing materials (including render, brickwork [demonstrating colour texture face-bond and pointing] zinc cladding and timber cladding) shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed

Reason To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 4 Details of hard/soft landscaping (including boundary treatment) showing sizes and location of species to be planted shall be submitted to and approved by the Council prior to the commencement of works

The approved landscape details shall be implemented 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 Council gives written consent to any variation

Reason To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 5 By not later than the end of the planting season following the completion of the development hereby permitted a replacement tree (Field Maple - *Acer Campestre* 'Elsrijk' at 20-25cm girth) shall be planted at the corner of Hemstal Road and Linstead Street (as indicated on the approved plans). If the tree is removed, dies, becomes severely damaged or seriously diseased within 5 years of planting it shall be replaced by a tree of a similar size and species to that originally required to be planted

Reason To enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policy N8 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 6 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development Order) 1995 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 Council

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 S1/S2, B1 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 7 Details of timber cladding weathering capabilities and detailed drawings (including sections, elevations and plans where appropriate) of how the timber cladding is to be installed (scale 1:20) shall be submitted to and approved in writing by the Council prior to the commencement of works

Reason To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 8 Notwithstanding the drawings hereby approved, detailed drawings showing a revised fenestration treatment for the ground floor of Flats 1-3 and House 2 (Street elevation) and House 3 (Street elevation) shall be submitted to and approved in writing by the Council prior to the commencement of development. These parts of the development shall not be carried out otherwise than in accordance with the details thus approved

Reason To safeguard the appearance of the premises and the character of the

immediate area in accordance with the requirements of policies S1/S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 9 The following windows shall be obscure glazed and fixed shut

House 1 (West elevation) ground floor kitchen bottom half of sash to first and second floor bedrooms

' House 2 (East elevation) ground floor kitchen bottom half of sash to first and second floor bedrooms

Flat 2 (north elevation) first floor bedroom

" Flat 3 (north elevation) second floor bedroom

The windows shall be permanently retained and maintained as such thereafter

Reason In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies S1/S2 and SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 10 Details of the means and location of cycle parking for a minimum of 6 bikes (i.e. racks/stands etc) should be submitted to and approved by the Council in writing prior to occupation of the units. The cycle storage shall be provided in accordance with the details thus approved and thereafter be maintained as such

Reason To ensure adequate provision of cycle parking in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 11 Details of all security measures to be installed within the new development shall be submitted to and approved by the Council prior to commencement on the relevant part of the development

Reason To ensure that the development addresses personal safety security and crime prevention in accordance with the requirements of policy SD1 of the London Borough of Camden Replacement Unitary Development Plan 2006

- 12 Details of all methods to be employed to conserve water, energy and resources such as designing for energy efficient renewable energy use, optimising energy supply and the use of recycled and/or renewable building materials shall be submitted to and approved by the Council prior to the commencement of development. The development shall not be carried out otherwise than in accordance with the details thus approved

Reason To ensure that the development is energy efficient and incorporates renewables in accordance with the requirements of policy SD9 of the London Borough of Camden Replacement Unitary Development Plan 2006

Informative(s)

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape access and facilities for people with disabilities and sound insulation between

dwellings You are advised to consult the Council's Building Control Service, Camden Town Hall Argyle Street WC1H 8EQ (tel 020 7974 6941)

- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974 You must carry out any building works that can be heard at the boundary of the site only between 08 00 and 18 00 hours Monday to Friday and 08 00 to 13 00 on Saturday and not at all on Sundays and Public Holidays You are advised to consult the Council's Environmental Health Service Camden Town Hall Argyle Street WC1H 8EQ (Tel No 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above
- 3 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939
- 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
- 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 Council's Records and Information Team Culture and Environment Directorate Environment Department (Street Naming & Numbering) Camden Town Hall Argyle Street WC1H 8EQ (tel 020-7974 5613)
- 6 Reasons for granting permission

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006 with particular regard to policies S1, S2 SD1, SD2 SD4 SD6 SD9, H1, H2, H7 H8 B1, B9B N5 N8 T3 T4 T8 T9 and T16 For a more detailed understanding of the reasons for the granting of this planning permission please refer to the officers report
- 7 You are advised that the Council will expect all new buildings and structures to be as energy efficient and sustainable as is reasonably practicable
- 8 You are strongly encouraged to install FB1 locks on the refuse stores These are a standard lock and will ensure that the stores are easily accessible for the collection of waste

Yours faithfully

Culture and Environment Directorate

DATED 27 MARCH

2007

(1) ST PANCRAS AND HUMANIST HOUSING ASSOCIATION

and

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

A G R E E M E N T

relating to land and buildings known as
54 and 56 Hemstal Road and 17 and 18 Linstead Street London NW6
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Melanie Field
Head of Law (Acting)
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel 020 7974 5656
Fax 020 7974 2962

S plan/bw/Camden/I106 Agreements/Hemstal Road 56