

DATED 21 SEPTEMBER 2020

(1) MUNISHA GUPTA

and

(2) CITIBANK, N.A.

and

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

**AGREEMENT**

relating to land known as

79 Avenue Road, London NW8 6JD

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;

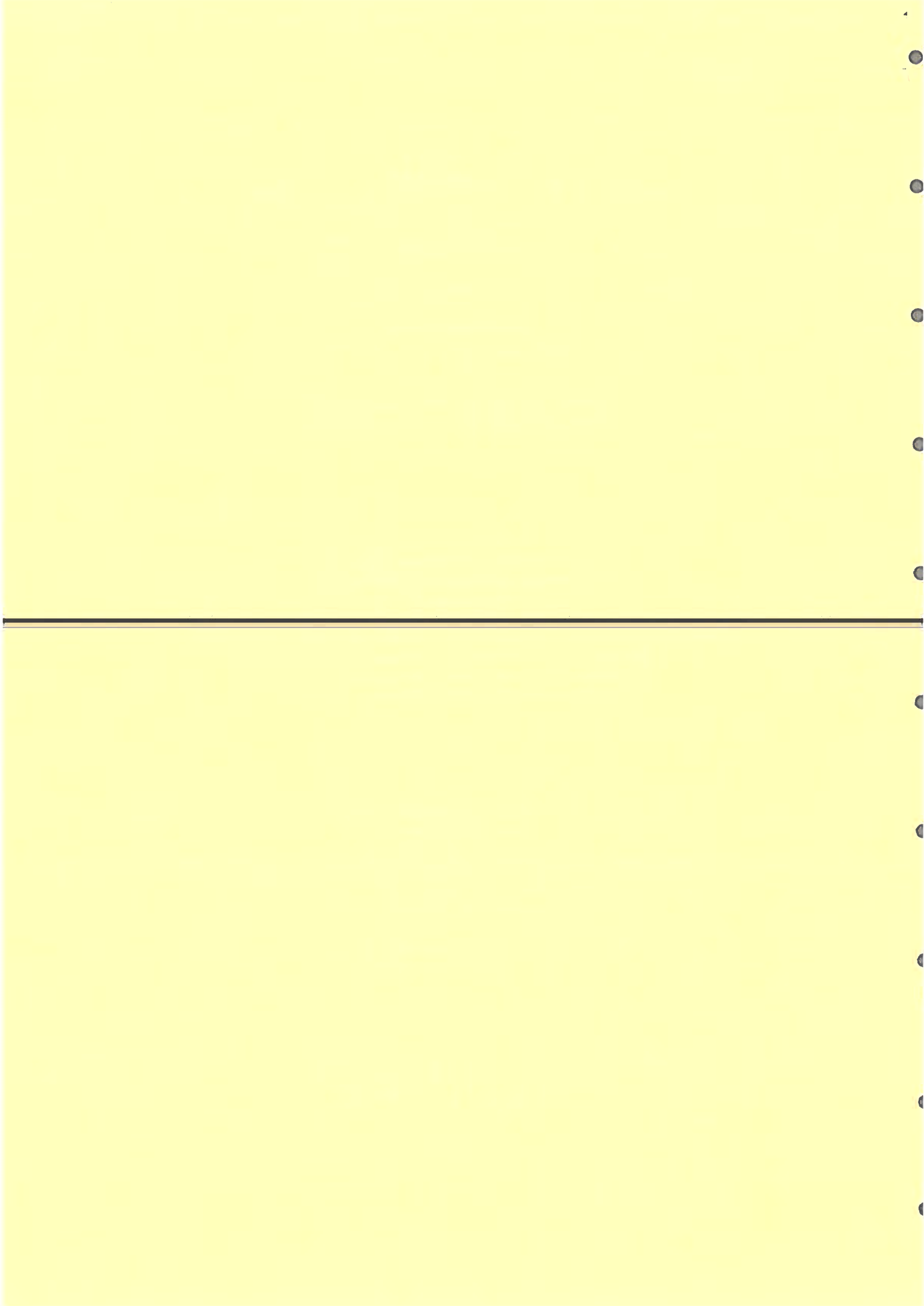
Section 111 of the Local Government Act 1972;

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.1800.1481



THIS AGREEMENT is made the 21 day of SEPTEMBER 2020

**B E T W E E N:**

A. **MUNISHA GUPTA** of Flat 92, Park Lorne, 111 Park Road, London NW8 7JL. (hereinafter called "the Owner") of the first part

B. **CITIBANK, N.A.** (incorporated in New York, U.S.A.) London Branch of Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB (hereinafter called "the Mortgagee") of the 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 NGL887026 subject to a charge in favour of 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 3 February 2020 and the Council resolved to grant permission conditionally under reference number 2020/0519/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 NGL887026 and dated 26 March 2019 is willing to enter into this Agreement to give its consent to the same.

## 2. **DEFINITIONS**

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

2.1	"the Act"	the Town and Country Planning Act 1990 (as amended)
2.2	"the Agreement"	this Planning Obligation made pursuant to Section 106 of the Act
2.3	"the Burland Category of Damage"	an industry recognised category of structural damage as specified at para 4.29 of Camden Planning Guidance: Basements (as may be amended) and shown in the First Schedule annexed hereto
2.4	"Carbon Offset Contribution"	the sum of £33,830 (thirty-three thousand eight hundred and thirty 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 towards off-site carbon reduction measures in the vicinity of the Development
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 and Demolition Management Plan"

a plan setting out the measures that the Owner will adopt in undertaking the demolition of the Existing Building and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual and in the form of the Council's Pro Forma Construction Management Plan as set out in the Second 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):-

- (a) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the demolition of the Existing Buildings or structures on the Property and the building out of the Development;
- (b) amelioration and monitoring effects on the health and amenity of local residences, site construction workers, local businesses and adjoining developments undergoing construction;
- (c) 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);
- (d) the inclusion of a waste management strategy for handling and disposing of construction waste; and

- (e) 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 and Demolition Management Plan Implementation Support Contribution" the sum of £3,136 (three thousand one hundred and thirty-six 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
- (a) the Implementation Date and
- ~~(b) the date of issue of the Certificate of Practical Completion~~
- and for the avoidance of doubt includes the demolition of the Existing Building
- 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 "Detailed Basement Construction Plan" a plan setting out detailed information relating to the design and construction of the basement forming part of the Development with a view to minimising any or all impacts of the Development on Neighbouring Properties and the water environment and to provide a programme of detailed mitigating measures to be undertaken and put in place by the Owner with the objective of maintaining the structural stability of the Property and Neighbouring Properties as described in the Basement Impact Assessment Audit by



Campbell Reith dated May 2020 and the Basement Impact Assessment – Revision 1 by Card Geotechnics Limited dated April 2020 submitted with the Planning Application and to include the following key stages:-

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

undertaken without any impact on the structural integrity of the Neighbouring Properties beyond Category 1 "Very Slight" with reference to the Burland Category of Damage; and

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

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

(ii) a method statement detailing the proposed method of ensuring the safety and stability of Neighbouring Properties throughout the Construction Phase including temporary works sequence drawings and assumptions with appropriate monitoring control risk assessment contingency measures and any other methodologies associated with the basement and the basement temporary works;

(iii) detailed design drawings incorporating conservative modelling relating to the local



ground conditions and local water environment and structural condition of Neighbouring Properties prepared by the Basement Design Engineer for all elements of the groundworks and basement authorised by the Planning Permission together with specifications and supporting calculations for both the temporary and permanent basement construction works;

(iv) the Basement Design Engineer to be retained at the Property throughout the Construction Phase to inspect approve and undertaking regular monitoring of both permanent and temporary basement construction works throughout their duration and to ensure compliance with the plans and drawings as approved by the building control body;

(v) measures to ensure the on-going maintenance and upkeep of the basement forming part of the Development and any and all associated drainage and/or ground water diversion measures order to maintain structural stability of the Property the Neighbouring Properties and the local water environment (surface and groundwater);

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

(vii) amelioration and monitoring measures of construction traffic including procedures for co-ordinating vehicular movement with other development taking place in the vicinity and notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements.

3. the Owner to appoint a second independent suitably certified engineer (qualified in the fields of geotechnical and/or structural engineering) from a recognised relevant professional body having relevant experience of sub-ground level construction commensurate with the Development ("the Certifying Engineer") AND FOR DETAILS OF THE APPOINTMENT OF THE CERTIFYING ENGINEER TO BE SUBMITTED TO THE COUNCIL FOR WRITTEN APPROVAL IN ADVANCE; and,

4. for the Certifying Engineer to review the design plans and offer a 2 page review report to the Council confirming that the design plans have been formulated in strict accordance with the terms of this Agreement and have appropriately and correctly incorporated the provisions of sub-clauses (i)-(vii) above and are sufficient to achieve the objectives of the Detailed Basement Construction Plan AND should any omissions, errors or discrepancies be raised by the Certifying Engineer then these to be clearly outlined in the report and thereafter be raised directly with the Basement Design Engineer with a view to addressing these matters in the revised design plans.

5. Only thereafter shall the Owner submit the agreed finalised version of the Detailed Basement Construction Plan to the Council for its written approval with a letter of professional certification from the Certifying Engineer confirming that the Detailed Basement Construction Plan is an approved form and has been formulated in strict accordance with the terms and clauses of this Agreement.
6. The Owner to respond to any further questions and requests for further information about the submitted plan from the Council AND IN THE EVENT that a further technical assessment be required then the Owner agrees to reimburse the Council for any costs expended which requires the instruction of an independent assessment in order to resolve any unresolved issues or technical deficiencies in the Council's consideration of the submitted plan.

2.11 "the Development"

demolition of the existing residential dwelling and redevelopment for a new residential dwelling with basement (Class C3) as shown on drawing numbers:- Site Location Plan; X002 Rev A; X100 Rev A; X101 Rev A; X102 Rev A; X300 rev A; X301 Rev A; X302 Rev A; X303 Rev A; X200 Rev A; X201 Rev A; P090 rev I; P091 rev G; P100 Rev D; P101 Rev C; P102 Rev B; P103 Rev D; P300 Rev C; P301 Rev C; P302 Rev C; P303 Rev B; P304 Rev C; P200 Rev D; P201 Rev E; P202 Rev B; 581-INT-XX-GF-DR-MEP-6006 Rev 04; Amended Arboricultural Impact Assessment and Method Statement CAS/2019/246 dated May 2020; 1000 Rev P2; P304 Rev C; 581-INT-XX-RF-DR-MEP-6007 Rev P1; Plant Noise Assessment Rev 3 dated 27/01/2020; Energy and Sustainability Statement Revision 4 dated 27th January 2020; Flood Risk Assessment dated 14.10.2019; 581int200504sk01; Basement Impact Assessment Revision 1 dated April 2020; SK09 D4; SK 10 D3; SK 08 D1; Daylight

and Sunlight Report L190351/JH/G8 dated December 2019; TM59 Overheating Analysis dated 05.05.2020; Drainage Design dated 22.04.2020; Design and Access Statement by KSR dated February 2020 rev A

2.12 "the Energy Efficiency and Renewable Energy Plan"

a strategy setting out a package of measures to be adopted by the Owner in the management of the Development with a view to reducing carbon energy emissions through (but not be limited to) the following:-

- (a) the incorporation of the measures set out in the submission document entitled Energy and Sustainability Assessment by Integration dated 27 January 2019 to achieve a 45.4% reduction in CO2 emissions beyond the Part L 2013 baseline;
- (b) further details (including detailed drawings, any necessary surveys and system specifications) of how the Owner will reduce the Development's carbon emissions from renewable energy technologies located on the Property ensuring the Owner will target a reduction of at least 45.4% in carbon emissions in relation to the Property using a combination of complementary low and zero carbon technologies;
- (c) separate metering of all low and zero carbon technologies to enable the monitoring of energy and carbon emissions and savings;
- (d) a building management system being an electronic system to monitor the Development's heating cooling and the hours of use of plant;
- (e) measures to enable future connection to a local energy network that has been designed in accordance with the "CIBSE heat networks; code of practice for the UK" at the boundary of the Property including:



- safeguarded space for a future heat exchanger;
  - provisions made in the building fabric/ design (such as soft-points in the building plant room walls) to allow pipes to be routed through from the outside to a later date;
  - the provision of domestic hot water isolation valves to facilitate the connection of an interfacing heat exchanger;
  - provision for external buried pipework routes to be safeguarded to a nearby road or similar where connection to the DHN would be made.
  - Provision of contact details of the person(s) responsible for the development's energy provision for the purpose of engagement over future connection to a network;
- (f) include a pre-Implementation design-stage review by an appropriately qualified and recognised independent professional in respect of the Property including Full Design stage SAP (for residential) calculations certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on the reduction of carbon emissions contained within its Development Plan;
- (g) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent professional in respect of the Property (including but not limited to photographs, installation contracts and full As-Built SAP (for residential) and/or NCM (for non-residential) calculations) certifying that the measures incorporated in the Energy Efficiency and Renewable Energy Plan have been achieved in the Development and will be



maintainable in the Development's future management and occupation; and

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

2.13 "the Existing Building" the residential building existing on the Property as at the date of this Agreement

2.14 "the Highways Contribution" the sum of £2,495.38 (two thousand four hundred ninety-five pounds and thirty-eight 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) repair and re-pavement of the footway and carriageway in the vicinity of the Property; and

(b) any other works the Council acting reasonably considers necessary as a direct result of the Development

all works will be subject to final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

2.15 "the Implementation Date" the date of implementation of the Development by the carrying out of a material operation as defined in Section 56

of the Act and references to "Implementation" and "Implement" shall be construed accordingly

- |      |                                           |                                                                                                                                                                                                                                                                                    |
|------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.16 | "the Level Plans"                         | plans demonstrating the levels at the interface of the Development the boundary of the Property and the Public Highway                                                                                                                                                             |
| 2.17 | "Neighbouring Properties"                 | the neighbouring properties known as 77 Avenue Road and 81 Avenue Road                                                                                                                                                                                                             |
| 2.18 | "Occupation Date"                         | the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly                                                                                                                                         |
| 2.19 | "the Parties"                             | mean the Council, the Owner and the Mortgagee                                                                                                                                                                                                                                      |
| 2.20 | "the Planning Application"                | a planning application in respect of the development of the Property submitted to the Council and validated on 3 February 2020 for which a resolution to grant permission has been passed conditionally under reference number 2020/0519/P subject to conclusion of this Agreement |
| 2.21 | "Planning Obligations Monitoring Officer" | a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to Section 106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof                               |
| 2.22 | "the Planning Permission"                 | a planning permission granted for the Development substantially in the draft form annexed hereto as the Fourth Schedule                                                                                                                                                            |
| 2.23 | "the Property"                            | the land known as 79 Avenue Road, London NW8 6JD the same as shown shaded grey on the plan annexed hereto as the Third Schedule                                                                                                                                                    |

- 2.24 "the Public Highway" any carriageway footway and/or verge adjoining the Property maintainable at public expense
- 2.25 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.26 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.27 "the Sustainability Plan" a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and occupation which shall:-

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(a) achieve the targets set out in the submission document entitled Energy and Sustainability Assessment by Integration dated 27 January 2019 and sustainable design measures and climate change adaptation measures in line with policies contained in the Council's Local Plan policies CC1 (Climate Change Mitigation) and CC2 (Adapting to Climate Change);

(b) achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use

(c) include a pre-Implementation review by an appropriately qualified recognised and independent professional in respect of the Property certifying that the measures incorporated in the Sustainability Plan are achievable in the Development and satisfy the aims and objectives of the Council's strategic policies on sustainability contained within its Development Plan;

- (d) details of maintenance and management relative to sustainability measures included in the Sustainability Plan;
- (e) measures to secure a post construction review of the Development by an appropriately qualified recognised and independent professional in respect of the Property (including a written report, photographs and installation contracts) certifying that the measures incorporated in the Sustainability Plan have been achieved in the Development and will be maintainable in the Development's future management and occupation; and
- (f) identifying means of ensuring the provision of information to the Council and provision of a mechanism for review and update as required from time to time

3. **NOW THIS DEED WITNESSETH** as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and 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 or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.1.1 and 4.1.2 for all relevant purposes.

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#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 CAR CAPPED**

- 4.1.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to:
- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
  - (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit



holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).

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

4.1.4 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1.1 and 4.1.2 of this Agreement.

#### **4.2 CARBON OFFSET CONTRIBUTION**

4.2.1 On or prior to the Implementation Date to pay to the Council the Carbon Offset Contribution.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Carbon Offset Contribution.

#### **4.3 CONSTRUCTION AND DEMOLITION MANAGEMENT PLAN**

4.3.1 On or prior to the Implementation Date to:

- (a) pay to the Council the Construction and Demolition Management Plan Implementation Support Contribution in full; and
- (b) submit to the Council for approval a draft Construction and Demolition Management Plan.

4.3.2 Not to Implement nor allow Implementation of the Development until such time as the Council has:

- (a) received the Construction and Demolition Management Plan Implementation Support Contribution in full; and

- (b) approved the Construction and Demolition 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 and Demolition 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 and Demolition Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction and Demolition 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.
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#### **4.4 DETAILED BASEMENT CONSTRUCTION PLAN**

- 4.4.1 On or prior to the Implementation Date to provide the Council for approval the Detailed Basement Construction Plan.
- 4.4.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect.
- 4.4.3 The Owner acknowledges and agrees that the Council will not approve the Detailed Basement Construction Plan unless it demonstrates by way of certification by the suitably qualified engineers from recognised relevant professional body to the Council's reasonable satisfaction that the Development can be constructed safely in light of the ground and water conditions and will not cause any structural problems with neighbouring properties nor the Development itself.
- 4.4.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Detailed

Basement Construction Plan and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Detailed Basement Construction Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required to remedy such non-compliance.

4.4.5 Not to Occupy or permit Occupation of the Development until a satisfactory post-completion review has been submitted to and approved by the Council in writing by way of certification by a suitably qualified engineer from a recognised relevant professional body confirming that the measures incorporated in the Detailed Basement Construction Plan as approved by the Council have been incorporated into the Development.

4.4.6 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Detailed Basement Construction Plan as approved by the Council and in the event of any breach shall forthwith take any steps required to remedy such non-compliance.

#### **4.5 ENERGY EFFICIENCY AND RENEWABLE ENERGY PLAN**

4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Energy Efficiency and Renewable Energy Plan.

4.5.2 Not to Implement nor permit Implementation until such time as the Council has approved the Energy Efficiency and Renewable Energy Plan as demonstrated by written notice to that effect.

4.5.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Energy Efficiency and Renewable Energy Plan as approved by the Council have been incorporated into the Property.

4.5.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Energy Efficiency and Renewable Energy Plan as

approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Energy Efficiency and Renewable Energy Plan.

#### **4.6 HIGHWAYS CONTRIBUTION**

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

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

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

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

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

4.6.6 On completion of the Highways 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.

4.6.7 If the Certified Sum exceeds the Highways Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.

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

#### **4.7 SUSTAINABILITY PLAN**



- 4.7.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.7.2 Not to Implement nor permit Implementation until such time as the Council has approved the Sustainability Plan as demonstrated by written notice to that effect.
- 4.7.3 Not to Occupy or permit Occupation of the Property until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in Sustainability Plan as approved by the Council have been incorporated into the Property.
- 4.7.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council from time to time and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

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

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the 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 2020/0519/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 2020/0519/P.
- 5.7 Payment of the Carbon Offset Contribution, Construction and Demolition Management Plan Implementation Support Contribution and Highways Contribution pursuant to Clauses 4.2, 4.3 and 4.5 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 2020/0519/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 Office for National Statistics 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, 2<sup>nd</sup> Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on [PlanningObligations@camden.gov.uk](mailto:PlanningObligations@camden.gov.uk) quoting the planning reference number 2020/0519/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 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.

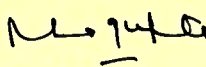
7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

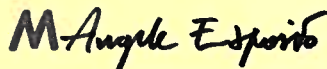
8. **RIGHTS OF THIRD PARTIES**

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 a Deed the day and year first before written

EXECUTED AS A DEED BY  
MUNISHA GUPTA  
in the presence of:

)   
)  
)



.....  
**Witness Signature**

**Witness Name:** Mira Angela Esposito

**Address:** 33 Cavendish Square London W1G 0PW

**Occupation:** Architect



EXECUTED AS A DEED BY )  
CITIBANK, N.A., a company incorporated in New York, USA, acting by) )  
Tracy Jackson-Kitt )  
who, in accordance with the laws of that territory, )  
is acting under the authority of the company )  
Signature in name of company Citibank N.A. )  
)

*Tracy Jackson-Kitt*

.....

Authorised Signatory

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

*Andrew Marshall*

.....

Authorised Signatory





## THE FIRST SCHEDULE

### The Burland Category of Damage

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

Damage Category Chart (CIRIA C580)

Extract from Figure 11 Camden Planning Guidance, Basements 2018

**THE SECOND SCHEDULE**  
**Pro Forma**  
**Construction and Demolition Management Plan**

The Council has produced a pro-forma Construction and Demolition Management Plan that can be used to prepare and submit a Construction and Demolition 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 and Demolition Management Plan can be found on the Council's website at:-

<https://www.camden.gov.uk/construction-management-plans1>

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 and Demolition Management Plan

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

## THE THIRD SCHEDULE

### SITE PLAN



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## THE FOURTH SCHEDULE DRAFT PLANNING PERMISSION

Application ref: 2020/0519/P  
Contact:  
Tel: 020 7974  
Date: 6 July 2020

RPS  
20 Farringdon Street  
London  
EC4A 4AB



**Camden**  
Development Management  
Regeneration and Planning  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 9JE

Phone: 020 7974 4444

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Dear Sir/Madam

**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:  
**79 Avenue Road**  
**London**  
**NW8 6JD**

#### Proposal:

Demolition of the existing residential dwelling and redevelopment for a new residential dwelling with basement (Class C3)

Drawing Nos: Site Location Plan; X002 Rev A; X100 Rev A; X101 Rev A; X102 Rev A; X300 rev A; X301 Rev A; X302 Rev A; X303 Rev A; X200 Rev A; X201 Rev A; P090 rev I; P091 rev G; P100 Rev D; P101 Rev C; P102 Rev B; P103 Rev D; P300 Rev C; P301 Rev C; P302 Rev C; P303 Rev B; P304 Rev C; P200 Rev D; P201 Rev E; P202 Rev B; 581-INT-XX-GF-DR-MEP-6006 Rev 04; Amended Arboricultural Impact Assessment and Method Statement CAS/2019/246 dated May 2020; 1000 Rev P2; P304 Rev C; 581-INT-XX-RF-DR-MEP-6007 Rev P1; Plant Noise Assessment Rev 3 dated 27/01/2020; Energy and Sustainability Statement Revision 4 dated 27th January 2020; Flood Risk Assessment dated 14.10.2019; 581int200504sk01; Basement Impact Assessment Revision 1 dated April 2020; SK09 D4; SK 10 D3; SK 08 D1; Daylight and Sunlight Report L190351/JH/G8 dated December 2019; TM59 Overheating Analysis dated 05.05.2020; Drainage Design dated 22.04.2020; Design and Access Statement by KSR dated February 2020 rev A.

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



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

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

Condition(s) and Reason(s):

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

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

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:  
Site Location Plan; X002 Rev A; X100 Rev A; X101 Rev A; X102 Rev A; X300 rev A; X301 Rev A; X302 Rev A; X303 Rev A; X200 Rev A; X201 Rev A; P090 rev I; P091 rev G; P100 Rev D; P101 Rev C; P102 Rev B; P103 Rev D; P300 Rev C; P301 Rev C; P302 Rev C; P303 Rev B; P304 Rev C; P200 Rev D; P201 Rev E; P202 Rev B; 581-INT-XX-GF-DR-MEP-6006 Rev 04; Amended Arboricultural Impact Assessment and Method Statement CAS/2019/246 dated May 2020; 1000 Rev P2; P304 Rev C; 581-INT-XX-RF-DR-MEP-6007 Rev P1; Plant Noise Assessment Rev 3 dated 27/01/2020; Energy and Sustainability Statement Revision 4 dated 27th January 2020; Flood Risk Assessment dated 14.10.2019; 581int200504sk01; Basement Impact Assessment Revision 1 dated April 2020; SK09 D4; SK 10 D3; SK 08 D1; Daylight and Sunlight Report L190351/JH/G8 dated December 2019; TM59 Overheating Analysis dated 05.05.2020; Drainage Design dated 22.04.2020; Design and Access Statement by KSR dated February 2020 rev A.

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

- 3 Before the relevant part of the work is begun, detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority:
  - a) Specification details of all facing materials (to be submitted to the Local Planning Authority) and samples of those materials, including a sample panel of the brickwork (to be provided on site).
  - b) Details including sections at 1:10 of all windows (including jambs, head and cill), ventilation grilles, external doors and gates;
  - c) Specification and details including sections at 1:10 of the front entrance wall, railings and gates;
  - d) Specification and details of the rainwater harvesting or greywater recycling proposals;

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

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

- 4 The side-facing windows at first and second floor levels (other than those windows which serve the staircase) shall be obscurely glazed and non-openable below a height of 1.7m. The windows shall not thereafter be altered in any way without the prior written approval of the Local Planning Authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the Camden Local Plan 2017.

- 5 Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) Order 1995 as amended by the (No. 2) (England) Order 2008 or any Order revoking and re-enacting that Order, no development within Part 1 (Classes A-H) and Part 2 (Classes A-C) of Schedule 2 of that Order shall be carried out without the grant of planning permission having first been obtained from the local planning authority.

~~Reason: To safeguard the visual amenities of the area and to prevent over development of the site by controlling proposed extensions and alterations in order to ensure compliance with the requirements of policies D1 and A1 of London Borough of Camden Local Plan 2017.~~

- 6 Noise levels at a point 1 metre external to sensitive facades shall be at least 10dB(A) less than the existing background measurement (LA90), expressed in dB(A) when all plant/equipment (or any part of it) is in operation unless the plant/equipment hereby permitted will have a noise that has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or if there are distinct impulses (bangs, clicks, clatters, thumps), then the noise levels from that piece of plant/equipment at any sensitive façade shall be at least 15dB(A) below the LA90, expressed in dB(A).

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies A1 and A4 of the London Borough of Camden Local Plan 2017.

- 7 Prior to commencement of the development (other than demolition and below ground excavation), details of the external roof plant with any required acoustic or visual screening and noise and vibration mitigation measures shall be submitted to and approved in writing by the Council. The approved details shall be implemented prior to occupation of the development and thereafter be permanently retained.

Reason: To safeguard the amenities of the adjoining premises and the character of the area generally in accordance with the requirements of policies A1, A4 and D1 of the London Borough of Camden Local Plan 2017.



- 8 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 and A5 of the London Borough of Camden Local Plan 2017.

- 9 The works hereby approved shall be carried out in accordance with the methods outlined in the submitted Amended Arboricultural Impact Assessment and Method Statement CAS/2019/246 dated May 2020, unless otherwise agreed in writing with the Local Planning Authority.

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 Camden Local Plan 2017.

- 10 No development (other than demolition and below ground excavation) 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 and D1 of the London Borough of Camden Local Plan 2017.

- 11 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 any phase of the development, whichever is the sooner. Any trees or areas of planting (including trees existing at the outset of the development other than those indicated to be removed) 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 and D1 of the London Borough of Camden Local Plan 2017.

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

Reason: To ensure the development provides adequate on-site renewable energy facilities in accordance with the requirements of policies D1, CC1 and CC2 of the London Borough of Camden Local Plan 2017.

- 13 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day. The dwelling 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 and CC3 of the London Borough of Camden Local Plan 2017.

- 14 Prior to commencement of development (other than demolition and below ground excavation), details of a sustainable urban drainage system shall be submitted to and approved in writing by the local planning authority. Such system shall be based on demonstrating 50% attenuation of all runoff. The system shall be implemented as part of the development and thereafter retained and maintained.

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 and CC3 of the London Borough of Camden Local Plan 2017.

- 15 Prior to commencement of development (other than demolition and ground basement excavation) full details in respect of the living roof in the area indicated on the approved roof plan shall be submitted to and approved by the local planning authority. The details shall include-
- i. a detailed scheme of maintenance;
  - ii. sections at a scale of 1:20 with specification details demonstrating the construction and materials used;
  - iii. full details of planting species and density.

The living roofs shall be fully provided in accordance with the approved details prior to first occupation and thereafter retained and maintained in accordance with the approved scheme.



Reason: In order to ensure the development undertakes reasonable measures to take account of biodiversity and the water environment in accordance with policies CC1, CC2, CC3, D1 and A3 of the London Borough of Camden Local Plan 2017.

- 16 The use of the roof as a terrace shall not commence until the privacy screen, as shown on the approved drawings, has been constructed. The screen shall be permanently retained thereafter.

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

- 17 The proposed staff accommodation shall remain ancillary to the use of the main property and shall not be used as an independent self-contained residential unit.

Reason: In order to ensure the accommodation is not used for unauthorised purposes as it is not suitable for use as an independent self-contained residential unit, in accordance with policies H6 and D1 of the Camden Local Plan 2017.

- 18 Before the development commences (other than demolition and below ground excavation), 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 policies CC5, A1 and A4 of the London Borough of Camden Local Plan 2017.

- 19 The secure and covered cycle storage area for 2 cycles hereby approved shall be provided in its entirety prior to the first occupation of the new house, 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.

- 20 The development shall not be occupied until the whole of the car parking provision shown on the approved drawings is provided. Thereafter the whole of the car parking provision shall be retained and used for no purpose other than for the parking of vehicles of the occupiers and users of the development.

Reason: To ensure that the use of the premises does not add to parking pressures in surrounding streets which would be contrary to policy T2 of the London Borough of Camden Local Plan 2017.

Informative(s):

1 Reason for granting permission-

Policy CC1 Climate change mitigation require all proposals that involve substantial demolition to demonstrate that it is not possible to retain and improve the existing building. The construction process and new materials employed in developing buildings are major consumers of resources and can produce large quantities of waste and carbon emissions. The possibility of sensitively altering or retrofitting buildings should always be strongly considered before demolition is proposed. Whilst the retro fit was considered, the building was in a poor state of disrepair and due to the fact that the building is not in a conservation area and not listed as a heritage asset, the demolition is acceptable in this instance.

Policy D1 seeks to secure high quality design in all development. The existing building is a flat fronted building with Georgian style windows. The proposed design of the replacement dwelling is considered to be in keeping with the character and appearance of the wider area. Avenue Road is characterised by large, detached neo-Classical and neo-Georgian dwellings, set within spacious plots.

The proposed building, whilst bigger than the existing, sits well within the plot. There is breathing space between the proposed building and the neighbours and the back garden is generous, allowing the greater depth to have little impact. The increased height is also acceptable within the context of the street, as surrounding houses tend to be higher than the existing building. It is noted that adjoining properties, notably no.77, have recently been granted permission to be enlarged so that the new proposal at no.79 would not look unduly bulky in footprint or height in this context.

The proposed building has a classical style, which has become the established character of Avenue Road. The revised design of the red brick and stucco reinforce this character as these are the predominant materials used on the street and in the neighbouring Elsworthy Conservation Area. The 6/6 timber sliding sash windows are also typical of the surrounding vernacular. The composition of the building ensures a good solid to void ratio that adheres to the classical style. A new boundary wall and gates are proposed to the front elevation which are to match others in the wider streetscene. A condition is recommended to be added to secure the detailed design of the gates to ensure they are inkeeping with the wider area. A condition will remove the permitted development rights for the replacement dwelling as the Council wishes to retain control over future extensions to the property in the interest of design and neighbour amenity. A further condition will require details of the facing materials and windows to be agreed beforehand. Front lightwells are proposed to allow light into the basement accommodation. Due to the position of the building on the site and discreet nature of the lightwells, it is considered that these elements will not be visible as an incongruous addition to the streetscene and are acceptable.



The proposed replacement dwelling would provide a good standard of living for future occupiers in terms of size, layout, orientation, light and outlook, storage space etc. The staff accommodation is not suitable for use as an independent, self-contained unit, due to its size, layout and position at basement level. A suitable condition will ensure that the staff accommodation remains ancillary to the use of the main house.

It is considered that the proposed replacement dwelling would not have a harmful impact on the amenities of neighbouring properties in terms of loss of light, outlook, privacy or noise. The new dwelling would be closer to the side boundaries of the plot and it would be larger in terms of height and depth; however, the new dwelling has been designed to be in line with the previously approved footprints and heights of the two neighbouring dwellings (nos.77 and 81).

- 2 A condition will ensure that the side facing windows at first and second floor levels (other than those which serve the staircase) are fitted with obscure glazing and are non-opening below a height of 1.7 metres, in order to minimise the impact on neighbouring properties.

It is considered that the larger dwelling would not appear overbearing or lead to loss of outlook from the neighbouring properties as each of them sits within a spacious plot with generous gaps between them and as the new house has a similar rear building line to those of the recently permitted enlarged houses on either side. A Daylight, Sunlight and Overshadowing report has been provided which concludes that there will not be a significant impact on surrounding properties. A terrace is proposed at 1st floor level above the proposed garage. This is in the same location as the existing terrace and due to the proposed screening, it is not considered any additional overlooking would occur. An Environmental and Noise Impact Assessment has been provided and suitable planning conditions can ensure that noise levels remain within acceptable limits.

There will be PV panels and some plant on the roof. However, due to the pitch of the roof creating a parapet around them, they should not be visible from the public realm. Nevertheless as the plans are indicative only at this stage, more details would be required by condition to ensure that their size and height along with any required screening and mitigation measures is acceptable. The submitted noise report demonstrates that the plant would not adversely affect the amenities of the neighbouring properties and a condition is attached to ensure the roof plant meets Council standards on noise levels.

There is sufficient space for refuse storage on site but a condition is attached to require details of its location and secure its provision.

The proposals include a large basement under the whole house and part of rear garden and a sub-basement. The new basements will only be appropriate where they do not harm the stability of neighbouring properties or the ground and water conditions of the area. The Basement Impact Assessment (which was amended during the course of the application) has been independently audited by the Council engineering consultants and found to be acceptable, in accordance with the requirements of Policy A5. The basements would have no harmful impact on hydrology or slope stability and the damage to neighbours will be no greater than Category 1 (Very Slight). The basement complies with criteria g - m of policy A5 regarding its location, size, site coverage, setbacks from boundaries, and impact on trees and garden space. Whilst criteria f does not usually allow for basements with more than one storey, the proposed sub-basement is for the plant and not habitable accommodation, and is only for the depth of the basement swimming pool and associated plant. This is considered to be minimal and appropriate in the circumstances and such additional depth for pools is exceptionally allowed by policy A5.

The basement would have minimal impact on the host building and neighbouring properties. The principle of the basement is therefore considered acceptable. It is recommended that a Basement Construction Plan (BCP) is secured via S106 agreement to ensure a suitably robust monitoring strategy and mitigation scheme are adopted, in line with assumptions made in the ground movement assessment.

- 
- 3 ~~An Arboricultural assessment and method statement has been provided with the application, which is considered to be acceptable to ensure tree protection. A suitable planning condition will ensure that the works are carried out in accordance with the statement.~~

Further conditions will require details of proposed landscaping to be provided and agreed by the Council prior to the commencement of development, and for the works to be completed in a timely manner.

Policy CC1 requires development to minimise the effects of climate change and encourages all developments to meet the highest feasible environmental standards that are financially viable during construction and occupation; Policy CC2 requires development to be resilient to climate change. An Energy and Sustainability Statement has been provided with the application. The Energy Assessment refers to following the Passivhaus approach; however the data indicates that the Be Lean stage only just meets the Building Regulation requirements. The requirements for a minimum 35% reduction of carbon onsite and 20% reduction by onsite renewables are met through a 45.4% reduction at the Be Green Stage due to a ground source heat pump and solar PVs. The development has over 1000sqm floorspace and therefore should be zero carbon. This requirement has not been met and therefore an offset payment of £33,830 is required for 11.87 tonnes of carbon per annum for £95/t for 30 years. This will be secured via a section 106 legal agreement. The applicant has provided additional justification for the proposed comfort cooling. The Sustainability Plan and its recommendations will also be secured by the legal agreement. A green roof and PV panels are proposed which are welcome and conditions will require full details of the green roof and the proposed PVs.



Policy CC3 seeks to ensure that development does not increase flood risk and reduces the risk of flooding where possible. A flood risk assessment has been carried out and demonstrates that the proposed development is at a low risk of flooding. A Sustainable Urban Drainage system is proposed which is welcomed and a condition will require full details of this scheme to be provided prior to commencement of development. A further condition will require that the development achieves a maximum internal water use of 105 litres/person/day.

Policy T1 promotes sustainable transport by prioritising walking, cycling and public transport in the borough. The London Plan requires the provision of 2 cycle parking spaces for a single family dwelling. These are provided at the rear of the ground floor garage and it is considered there is adequate space on the site. A condition will require the permanent retention of such cycle spaces. Policy T2 seeks to limit the availability of car parking in the borough and requires all new development to be car-free. No amendments are proposed to the existing driveway arrangements. There are two entrances to the site and the amount of handstanding will not increase. The legal agreement will secure the new dwelling as car-capped (i.e. occupiers can park on site but are not able to apply for resident's parking permits).

The redevelopment would be likely to create significant disruption during the construction phase and therefore a Construction Management Plan will be secured by the S106 legal agreement in accordance with Policies A1 and T4. The S106 will also require a financial contribution towards repairing damage caused to the highway as a result of construction, in line with Policy A1.

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

- 4 As such, the proposed development is in general accordance with policies H6, H7, A1, A3, A4, A5, D1, CC1, CC2, CC3, CC5, T1, T2 and T4 of the Camden Local Plan 2017. The proposed development also accords with the London Plan 2016, the London Plan (Intend to publish) and the National Planning Policy Framework 2019.
- 5 You are advised the developer and appointed / potential contractors should take the Council's guidance on Construction Management Plans (CMP) into consideration prior to finalising work programmes and must submit the plan using the Council's CMP pro-forma; this is available on the Council's website at <https://beta.camden.gov.uk/web/guest/construction-management-plans> or contact the Council's Planning Obligations Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444). No development works can start on site until the CMP obligation has been discharged by the Council and failure to supply the relevant information may mean the council cannot accept the submission as valid, causing delays to scheme implementation. Sufficient time should be afforded in work plans to allow for public liaison, revisions of CMPs and approval by the Council.

- 6 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).
- 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.
- 8 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website at <https://beta.camden.gov.uk/documents/20142/1269042/Camden+Minimum+Requirements+%281%29.pdf/bb2cd0a2-88b1-aa6d-61f9-525ca0f71319> or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

- 9 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team London Borough of Camden 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444) . Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 10 This proposal may be liable for the Mayor of London's Community Infrastructure Levy (CIL) and the Camden CIL. Both CILs are collected by Camden Council after a liable scheme has started, and could be subject to surcharges for failure to assume liability or submit a commencement notice PRIOR to commencement. We issue formal CIL liability notices setting out how much you may have to pay once a liable party has been established. CIL payments will be subject to indexation in line with construction costs index. You can visit our planning website at [www.camden.gov.uk/cil](http://www.camden.gov.uk/cil) for more information, including guidance on your liability, charges, how to pay and who to contact for more advice.

- 11 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.
- 12 Under Section 25 of the GLC (General Powers) Act 1983, the residential accommodation approved is not permitted for use as holiday lettings or any other form of temporary sleeping accommodation defined as being occupied by the same person(s) for a consecutive period of 90 nights or less. If any such use is intended, then a new planning application will be required which may not be approved.
- 13 You are reminded of the need to provide adequate space for internal and external storage for waste and recyclables. For further information contact Council's Environment Services (Waste) on 020 7974 6914/5 or see the website <http://www.camden.gov.uk/ccm/content/environment/waste-and-recycling/twocolumn/new-recycling-rubbish-and-reuse-guide.en>.
- 14 You are advised that a Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. The developer is expected to demonstrate what measures they will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing [trade.effluent@thameswater.co.uk](mailto:trade.effluent@thameswater.co.uk).

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

Yours faithfully

Supporting Communities Directorate



DATED

21 SEPTEMBER

2020

(1) MUNISHA GUPTA

and

(2) CITIBANK, N.A.

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  
79 Avenue Road, London NW8 6JD  
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;  
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

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