

DATED 29/10/2013 2013

(1) GOLDCREST LAND (UK) LIMITED

(2) HSBC PRIVATE BANK (UK) LIMITED

given to

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

**Unilateral Undertaking pursuant to
Section 106 of the Town and Country Planning Act
1990 relating to land at
Hawley Mews,
Camden,
London**

This Undertaking is

Dated 2013

Given by

(1) **GOLDCREST LAND (UK) LIMITED** registered in England with number 6127884 whose registered office is at of Unit 3 Hurlingham Business Park Sullivan Road London SW6 3DU ("the Owner"); and

(2) **THE HSBC PRIVATE BANK (UK) LIMITED** registered in England with number 499482 of 78 St James Street London SW1A 1JB ("the Charge Holder")

To

(3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall Judd Street London WC1H 9LP ("the Council")

Recitals

(A) The Council is the local planning authority for the purposes of Section 106 of the Act for the area within which the Application Site is situated.

(B) The Owner is registered as the freehold owner of the Application Site with title absolute at HM Land Registry under title number NGL931475 subject to a charge in favour of the Charge Holder.

(C) The Application for Planning Permission has been made by the Owner to the Council to develop the Application Site.

(D) The Owner is willing to enter into this Undertaking in order to mitigate the impact of the Development to enable the Council to issue the Planning Permission

(E) The Charge Holder consents to this Undertaking being offered.

(F) It is agreed:

1. DEFINITIONS

In this Deed the following expressions shall apply:

Act means the Town and Country Planning Act 1990 (as amended).

Application for Planning Permission means the application submitted by the Owner on 21 June 2013 (carrying reference 2013/3794/P) seeking planning permission for the Development.

Application Site means the site the subject of the Application for Planning Permission more particularly described in Schedule 1 of this Deed.

Certificate of Practical Completion is the certificate issued by the Owner's contractor architect or project manager certifying that the Development has been completed.

Construction means a plan setting out the measures that the Owner will adopt in undertaking the construction of

Management Plan

the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely 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 the Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from the building out of the Development;
- (b) incorporation of the provisions set out in schedules 5 and 6 annexed hereto;
- (c) effects on the health and amenity of local residences site construction workers local business and adjoining developments undergoing construction;
- (d) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and business in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements if any;
- (e) the inclusion of a waste management strategy for handling and disposal of construction waste;
- (f) identifying means of insuring the provision of information to the Council and provision of mechanism for monitoring and reviewing as required from time to time; and
- (g) a 24 hour phone hotline so that residents can complain about construction nuisance directly to the Owner.

Construction Phase

means the whole period between the Implementation Date and the date of issue of the Certificate of Practical Completion

Decentralised Energy Network Contribution

the sum of £15,900 to be used by the Council for the purposes of future connection to a decentralised energy network in accordance with Policy Guidance CPG8 published by the Council and current at the date hereof.

Development

means the development pursuant to the Planning Permission.

Dwellings	means any residential units which the Owner intends to build on the Application Site.
Highways Contribution	the sum of £5,000 to be used by the Council for improvements to the highway within the vicinity of the Site and which are required as a consequence of the Development
Implementation Date	the date of implementation of the Development by the carrying out of a Material Operation and "Implementation" shall be interpreted accordingly
Material Operation	means a material operation pursuant to the Planning Permission on the Application Site the subject pursuant to Section 56(4)(a)-(e) of the Act provided that for the avoidance of doubt a Material Operation shall be deemed not to have taken place for the purposes of this Deed by any surveying ground investigation archaeological investigations structural or advanced planting site clearance demolition and decontamination works site preparation including earth moving laying of sewers and services the erection of fences and hoardings and the creation of a site compound. The undertaking of a Material Operation is considered to be the commencement of development pursuant to the Planning Permission.
Occupation	occupation of any Dwellings for residential purposes
Occupation Date	the date of first Occupation
Plan	means the plan annexed at Schedule 2.
Planning Obligations Monitoring Officer	means 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 in schedule 3 hereof
Planning Permission	means planning permission for the Development granted pursuant to the Application for Planning Permission.
Residents Parking Bay	a parking space designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by the residents of the locality in which the development is situated.
Residents Parking Permit	means 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
Sustainability Plan	a plan securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management and

occupation based which shall include:-

- (a) an assessment under the Code for Sustainable Homes achieving at least Level 4 and attaining at least 50% of the credits in each of the Energy Water and Materials categories;
- (b) include a pre-Implementation review by an appropriately qualified and recognised independent verification body in respect of the Development 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; and
- (c) measures to secure a post construction review of the Development by an appropriately qualified and recognised independent verification body in respect of the Development, 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.

2. STATUTORY AUTHORITIES

- 2.1 The obligations contained in Clause 4 and Schedule 3 of this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council.
- 2.2 The obligations contained in Clause 4 and Schedule 3 of this Deed are entered into by the Owner with the intention that these provisions should bind their interests in the freehold of the Application Site as provided by Section 106 of the Act.
- 2.3 Save where otherwise indicated and where possible pursuant to the relevant statutory provision the covenants in this Deed shall be binding on the Owner and its successors in title to the land stated to be bound.

3. CONDITIONALITY

- 3.1 The obligations contained in Clause 4 and Schedule 3 of this Deed will not have effect unless:
 - 3.1.1 the Planning Permission has been granted;
- 3.2 If the Planning Permission shall expire prior to the carrying out of a Material Operation or shall at any time be revoked or modified without agreement this Deed shall forthwith determine and cease to have effect.
- 3.3 If the Planning Permission is quashed before the carrying out of a Material Operation then this Deed shall absolutely determine and become null and void but without prejudice to the rights of any party against the other.

4. PLANNING OBLIGATIONS

- 4.1 The Owner will comply with the obligations set out herein and in schedule 3 of this Deed.
- 4.2 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 Deed in the charges register of the title to the Application Site and will furnish the Council on written demand with official copies of such title to show the entry of this deed in the charges register of the title to the Application Site.
- 4.3 Nor the Owner nor the Charge Holder nor their successors in title nor any person deriving title from them shall be bound by the obligations in this Deed in respect of any period during which it no longer has an interest in the Application Site but without prejudice to any liability for any breach committed prior to the time it disposed of its interest. For the avoidance of doubt the Charge Holder agrees to be bound by the obligations as set out in this Clause 4.3 only in the event that the Charge Holder becomes a mortgagee in possession of the Application Site.
- 4.4 If the Planning Permission is quashed revoked or otherwise withdrawn or expires by effluxion of time prior to commencement of development or is modified (other than by agreed with or at the request of the Owner) this Deed shall forthwith determine and cease to have effect.
- 4.5 Nothing in this deed shall prohibit or limit the right to develop any part of the Application Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

5. GENERAL

- 5.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 5.2 For the avoidance of doubt the provisions of this Deed (other than those contained in this sub-clause) shall not have any effect until this document has been signed and dated.
- 5.3 Any covenant in this Deed by which the relevant party is not to do an act shall be construed as if it were a covenant not to do or permit or suffer to be done such act.
- 5.4 Any covenant contained herein whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.
- 5.5 References to statutes by-laws regulations orders and delegated legislation shall include any statute by-law regulation order or delegated legislation re-enacting or made pursuant to the same.
- 5.6 References to the Owner include references to its successors in title as owners of the Application Site or any part thereof and this Deed shall bind such successors in title of the Application Site or any part thereof.

6. INDEXATION

- 6.1 Any sums referred to in this Deed as payable or to be applied by any party other than the Council under the Deed shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Deed a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure

being a fraction of which the All Items of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that:

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

6.2 All costs and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the Base rate of National Westminster Bank plc from time to time being charged from the date such payment is due until payment is made

7. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The parties hereto do not intend that the provisions of this Deed shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not party to this Deed.

Schedule 1 – The Application Site

All that piece or parcel of land comprising land at Hawley Mews, Camden, London NW1 outlined red for identification purposes only on the Plan being land over which the Application is made.

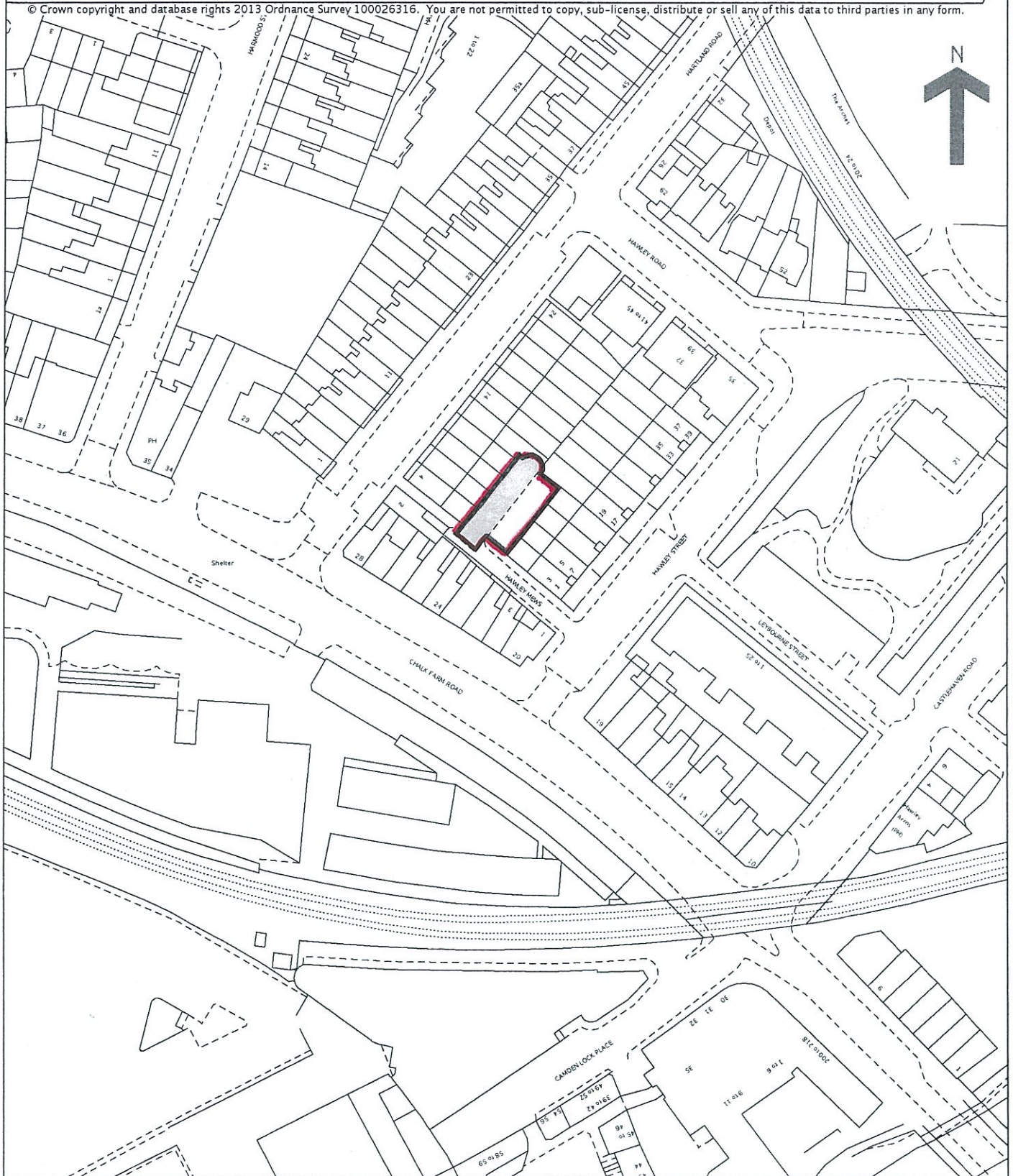
Schedule 2 – The Plan

Land Registry
Official copy of
title plan

Title number **NGL931475**
Ordnance Survey map reference **TQ2884SE**
Scale **1:1250**
Administrative area **Camden**



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M.E. Cooney
[Signature]
[Signature]

Schedule 3 – Planning Obligations

1. The Owner covenants with the Council as follows:
2. **CONSTRUCTION MANAGEMENT PLAN**
 - 2.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan
 - 2.2 not to Implement or allow implementation of the Development until such time as the Council has (acting reasonably) approved the Construction Management Plan as demonstrated by written notice to that effect
 - 2.3 the Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
 - 2.4 to ensure that throughout the Construction Phase the Development shall not be carried out otherwise that in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance with this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.
3. **CAR CAPPED**
 - 3.1 To ensure that prior to occupying any part of the Development each new resident on 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 licence by the Council.
 - 3.2 The Owner for itself and its successors in title to the Site hereby acknowledge that the provisions in clause 3.1 above will remain permanently
 - 3.3 On or prior to the date when any part of the Development is occupied by residential purposes the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units comprising the Development (as issued and agreed by the Council's street name and numbering department) identifying those units that in the Owner's opinion are affected by the Owner's obligation in clause 2.2 of this Deed.
4. **OBLIGATIONS**
 - 4.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
 - 4.2 Not to Implement nor permit Implementation until the Sustainability Plan has been approved by the Council as demonstrated by written notice to that effect
 - 4.3 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

confirming that the measures incorporated in the Sustainability Plan as approved by the Council have been incorporated into the Development.

- 4.4 Following the Occupation Date the Owner shall not Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainability Plan as approved by the Council and shall not Occupy or permit Occupation of the Development otherwise than in strict accordance with the requirements of the Sustainability Plan.

5. REDUNDANT CROSSOVER

Prior to first occupation of the Development for residential purposes to procure removal of the existing vehicle crossover between the Application Site and the vehicular public highway and procure satisfactory reinstatement of the affected footpath.

6. FINANCIAL CONTRIBUTIONS

To pay the Highways Contribution and Decentralised Energy Network Contribution to the Council prior to first occupation of the Development for residential purposes.

7. NOTICE TO THE COUNCIL/OTHER MATTERS

- 7.1 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.
- 7.2 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 request of the Council to have access to any part of the Application Site or any reasonable requests to provide documentation within the Owner's possession (as the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein
- 7.3 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 Deed and further shall indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations 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
- 7.4 Payment of the financial contribution pursuant to this Deed shall be made by the Owner to the Council sending the full amount in the form of a Banker's Draft to the Planning Obligations Monitoring Officer referring to the names dates and parties to this Deed and citing the specific clause of this Deed to which such payment relates quoting the Income Code ZN555ZL065 or by electronic transfer directly to the Co-Operative Bank plc 1 Islington High Street London N1 9TR quoting Sort Code 08 90 33 and London Borough of Camden general account No. 61030019 and to inform the Planning Obligations Monitoring Officer of such payment quoting the above details as if the payment had been made by Banker's Draft
- 7.5 All consideration given in accordance with the terms of this Deed 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 Deed upon presentation of an appropriate value added tax invoice addressed to the Owner

Schedule 5 - Construction Management Plan

Air Quality and Carbon Reduction

Requirements to control and minimise NOx, PM10 CO, emissions from construction sites and avoid nuisance and dust complaints

A method statement shall be prepared and adopted as part of the Construction Management Plan to minimise gaseous and particulate matter emissions generated during the Construction Phase. The method statement shall identify the specific measures which will be implemented to control air pollution emissions during each of the following stages of the Construction Phase: (a) demolition; (b) ground breaking; and (c) construction/build.

The Construction Phase shall be carried out in accordance with the Best Practise Guidance Note "Control of dust and emissions from construction and demolition" published by London Councils, 2006. The risk rating of the site shall be defined in the method statement and determined using the risk assessment methodology in the Best Practise Guidance. Techniques to control dust from construction activities and emissions from vehicles and plant, and undertake air quality monitoring, shall conform to the 'medium' or 'high' risk categories outlined in the Best Practice Guidance.

The following best practise measures shall be included as a minimum in the method statement

Techniques to control PM10 and NOx emissions from vehicles and plant

- a) Low emission plant fitted with catalysts, diesel particulate filters or similar devices shall be used;
- b) Plant shall be well maintained, with routine servicing of plant and non-road mobile machinery (NRMM) to be completed in accordance with the manufacturers recommendations;
- c) Avoid the use of diesel or petrol powered generators and use mains electricity or battery powered equipment;
- d) Non-road mobile machinery (NRMM) shall use ultra low sulphur tax-exempt diesel and be fitted with appropriate exhaust after-treatment such as catalysts, diesel particulate filters as stated on the approved list managed by the Energy Saving Trust. Details of the plant and control equipment shall be included in the method statement.
- e) All construction vehicles shall comply with the Euro A emissions standard and where possible use low emission fuels and alternative technology.
- f) Plant and vehicles shall be located away from the closest receptors or house in closed environments where possible.

Techniques to control dust emissions from construction and demolition

- a) Keep site fencing, barriers and scaffolding clean using wet methods;
- b) Buildings to be demolished shall be wrapped
- c) Provide easily cleaned hard standing for vehicles and clean using wet sweeping methods;

- d) Provide the use of wheel-wash facilities near the site exit. Fit wheel-washes with rumble grids to dislodge accumulated dust and mud prior to leaving the site to avoid carrying dust or mud off the site;
- e) Inspect internal haul routes for integrity and instigate necessary repairs to the surface as soon as reasonably practicable;
- f) Routinely clean the Public Highways and accesses using wet sweeping methods especially during dry periods;
- g) Impose and signpost maximum speed limits of 10 mph on surfaced haul routes and work areas within the Site;
- h) Ensure all vehicles carrying loose or potentially dusty material to or from the site are fully sheeted;
- i) Store materials with the potential to produce dust away from site boundaries;
- j) Sheet, seal or damp down stockpiles of excavated material held on site;
- k) Any loose materials brought onto the site shall be protected by appropriate covering
- l) The site shall be dampened down during the working day and again at the end of the day to reduce the amount that is re-suspended dust.
- m) Ensure water suppression is used during demolition operations;
- n) Ensure mobile crushing and screening plant and cement batching plant which are regulated under the Local Air Pollution Prevention and Control regime operate in compliance with a Part B Permit. This shall be submitted to the local authority prior to operation.
- o) Site personnel shall be trained in dust mitigation and a manager shall be present for managing dust on site.

Schedule 6 - Construction Management Plan

Highway Measures

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative effects of construction on the highway. A map of the TLRN can be downloaded from the following site:

[http://www.tfl.gov.uk/assets/downloads/TFL Base Map Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders,
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.

- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councilors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received, You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site,
- u) Any other relevant information with regard to traffic and transport.

Executed as a deed by
GOLDCREST LAND (UK) LIMITED
acting by two Directors/a
Director and the Secretary

A. Collins
Director
Print name *ALTMAN COLLINS*

M. Collins
Director/Secretary
Print name *MICHAEL COLLINS*

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written

SIGNED AND DELIVERED
By *MARY ELIZABETH COONEY*

M. E. Cooney
Attorney of HSBC Private Bank (UK) Limited

in the presence of:

Witness signature

[Handwritten signature]

Name

JAMES CEREK STEWART GRANT

Address

Securities Department
HSBC Private Bank (UK) Limited
70 St James's Street
London
SW1A 1JB
BANK OFFICIAL

Occupation