

DATED 11TH MARCH 2010

**(1) VARDILE COMMERCIAL INC**

and

**(2) BANK OF SCOTLAND PLC**

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  
**CASINA LODGE**  
**8 PARK VILLAGE WEST REGENTS PARK LONDON NW1 4AE**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

G:\case files\culture & env\planning\jl\s106 Agreements\Park Village West 8 (CMP)  
CLS/COM/LMM/1685.156  
V final

THIS AGREEMENT is made the 11<sup>th</sup> day of March 2010

**BETWEEN:**

1. **VARDILE COMMERCIAL INC** (incorporated in British Virgin Islands) (company registration no: 1018129) care of Beaumont House 47 Mount Pleasant London WC1X 0AE (hereinafter referred to as "the Owner") of the first part
2. **BANK OF SCOTLAND** (Scot. Co. Regn. No. SC327000) of The Mound Edinburgh EH1 1YZ (hereinafter referred to as "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter referred to as "the Council") of the third part

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the leasehold proprietor with Title absolute of the Property under Title Number NGL778517 subject to a charge to the Mortgagee.
- 1.2 The Owner is the leasehold 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 9 December 2009 and the Council resolved to grant permission conditionally under reference number 2008/5893/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated and considers it expedient in the interests of the proper

planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.

- 1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL778517 and dated 20 December 2006 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 Certificate of Practical Completion"     | the certificate issued by the Owner's contractor certifying that the Development has been completed   |
| 2.4 | "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

**2.5 "Construction Management Plan"**

a plan setting out the measures that the Owner will adopt in undertaking the demolition of the existing buildings and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal impact on and disturbance to the surrounding environment and highway network including (but not limited to):-

- (i) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) 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 any existing buildings or structures on the Property and the building out of the Development
- (iv) proposals to ensure the protection and preservation of the listed building during the Construction Phase;

- (v) effects on the health and amenity of local residences site construction workers local businesses and adjoining developments undergoing construction;
- (vi) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residents and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vii) the proposed working hours;
- (viii) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (ix) 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

**2.6 "the Construction Phase"**

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion

**2.7 "the Development"**

erection of a single storey underground extension on the southern side of the building (providing 2 additional bedrooms, swimming pool, gym and sauna); existing annex block to be demolished and rebuilt in identical form and associated landscaping.

as shown on drawing numbers 554(PL)001 D; 002 E; 003 E; 010 E; 011 E; 012 E; 013 E; 020 F; 021 F; 022 F; 023 F; 201 E; 202 D; 203 E; 204 E; 205 E; 206 E; 207 F; 208 D; 209 A; 301 E; 302 E; 303 E; 304 E; 305 E; 306 E; 401 D; 402 C; 403 C; 404 C; 405 B; 406 A and 002012

**2.8 "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

**2.9 "Occupation Date"**

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

**2.10 "the Parties"**

mean the Council the Owner and the Mortgagee

**2.11 "the Planning Application"**

a planning application in respect of the development of the Property submitted to the Council and validated on 9 December 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/5893/P subject to conclusion of this Agreement

**2.12 "Planning Obligations Monitoring Officer"**

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

- 2.13 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.14 "the Property" the land known as Casina Lodge 8 Park Village West London NW1 4AE the same as shown shaded grey on the plan annexed hereto

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

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6, 7, 8 and 9 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.

Turley Associates  
25 Savile Row  
LONDON  
W1S 2ES

Application Ref: 2008/5893/P

23 April 2009

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Casina Lodge  
8 Park Village West  
London  
NW1 4AE**

Proposal:

**DECISION**  
Erection of a single storey extension to the rear side of the building (providing 2 additional bedrooms, swimming pool, gym and sauna); existing annex block to be demolished and rebuilt in identical form and associated landscaping.

Drawing Nos: 554(PL)001 D; 002 E; 003 E; 010 E; 011 E; 012 E; 013 E; 020 F; 021 F; 022 F; 023 F; 201 E; 202 D; 203 E; 204 E; 205 E; 206 E; 207 F; 208 D; 209 A; 301 E; 302 E; 303 E; 304 E; 305 E; 306 E; 401 D; 402 C; 403 C; 404 C; 405 B; 406 A; 002012

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

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

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

Condition(s) and Reason(s):



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

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

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

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 No development shall be carried out until details of hard and soft landscaping and means of enclosure of all un-built, open areas have been submitted to and approved by the Council. Such details shall include 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 enable the Council to ensure a reasonable standard of visual amenity in the scheme in accordance with the requirements of policies [B1 if landscape details], [N8 if trees only] and [N8 if in a GA] of the London Borough of Camden Replacement Unitary Development Plan 2006.

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

Reason: To ensure that the landscaping is carried out within a reasonable period and to maintain a satisfactory standard of visual amenity in the scheme in accordance with the requirements of policies B1 and N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 All trees on the site, or parts of trees growing from adjoining sites, unless shown on the permitted drawings as being removed, shall be retained and protected from damage to the satisfaction of the Council. Details shall be submitted to and approved by the Council before works commence on site to demonstrate how trees to be retained shall be protected during construction work: such details shall follow guidelines and standards set out in BS5837:2005 "Trees in Relation to Construction".

Reason: To ensure that the Council may be satisfied that the development will not have an adverse effect on existing trees and in order to maintain the character and amenities of the area in accordance with the requirements of policies N8 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting permission:  
The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD1, SD6, B1, B3, B6, B7, N8 and H1. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the reasons report.
- 2 Your attention is drawn to the fact that you have a separate legal agreement with the Council which relates to the development to 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 Sites Team, Urban Design and Regeneration.
- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 9742 2133).
- 4 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.
- 5 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 6 Thames Water requests that the following conditions are adhered to with regard to the emptying of swimming pools into a public sewer to prevent the risk of flooding or surcharging, namely that 1. The pool to be emptied overnight and in dry periods. 2. The discharge rate is controlled such that it does not exceed a flow rate of 5 litres/second into the public sewer network. If the swimming pool exceeds 10 cubic

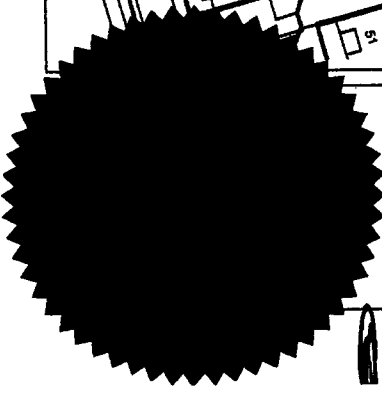
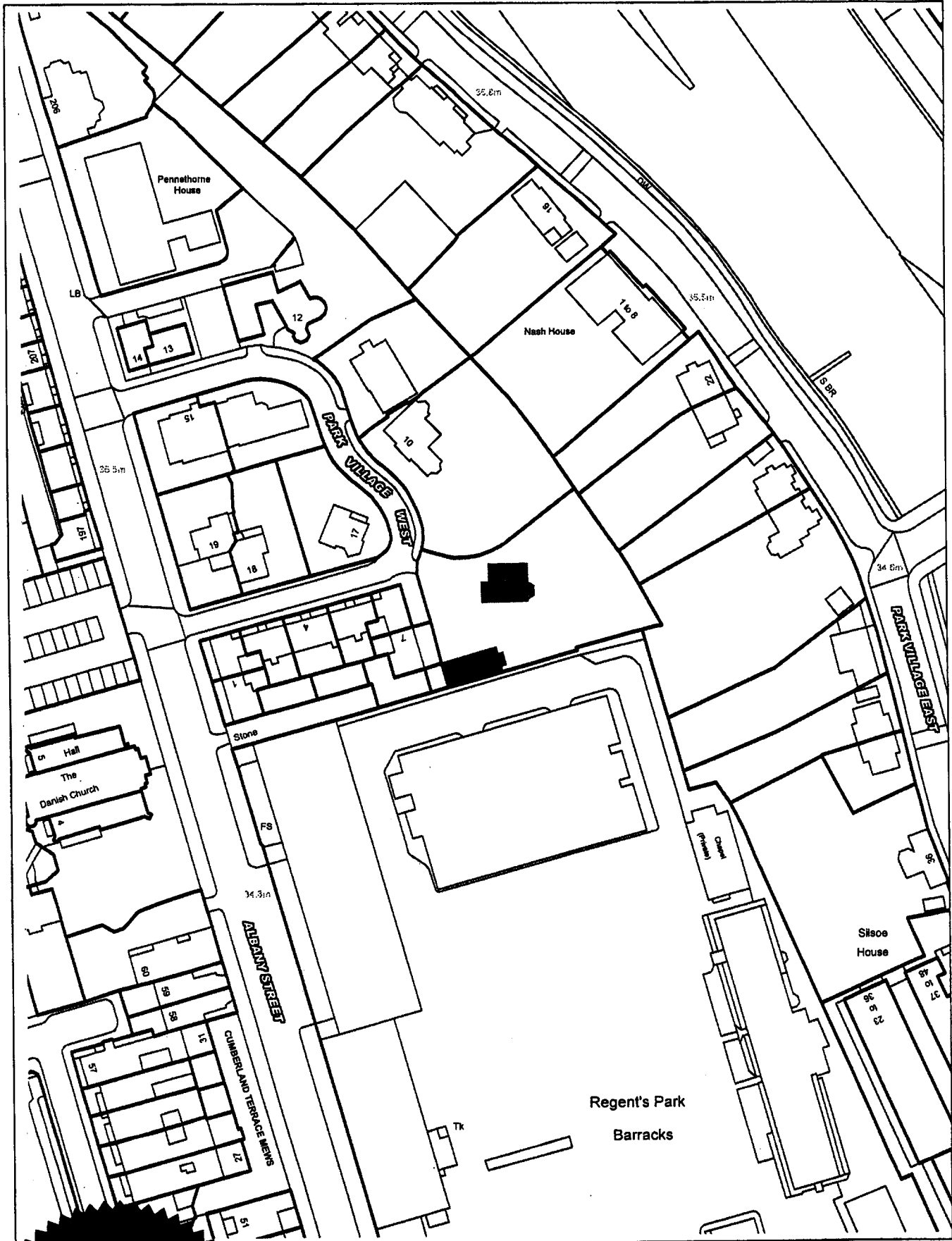
metres in volume, it will need metering. Please contact Thames Water for further advice on 0845 9200 800.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**



**Application No: 2008/5893/P**  
**Casina Lodge**  
**8 Park Village West**  
**London NW1 4AE**

**Scale:**  
**1:1250**  
**Date:**  
**17-Nov-09**



This map is reproduced from Ordnance Survey material with the permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office, © Crown Copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings.

*[Handwritten signature]*

- 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.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **CONSTRUCTION MANAGEMENT PLAN**

- 4.1.1 On or prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.
- 4.1.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved Construction Management Plan as demonstrated by written notice to that effect.
- 4.1.3 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 impact on and disturbance to the surrounding environment and highway network.
- 4.1.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and 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.

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 28 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 2008/5893/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any reasonable and proper expenses properly incurred 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.

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, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/5893/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 with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner nor 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 or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. **JOINT AND SEVERAL LIABILITY**

8.1 All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

9. **RIGHTS OF THIRD PARTIES**

9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement



IN WITNESS whereof the Council and the Freeholder have caused their respective common seals to be hereunto affixed and the Leaseholder and the Mortgagee have executed this instrument as a Deed the day and year first before written

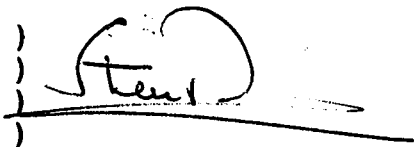
EXECUTED AS A DEED BY  
VARDILE COMMERCIAL LIMITED  
acting by a Director and its Secretary  
or by two Directors

  
.....  
Director

  
.....  
Director/Secretary

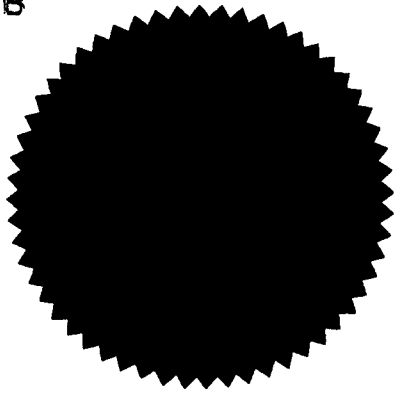
EXECUTED AS A DEED BY  
BANK OF SCOTLAND  
by  
In the presence of:-

  
.....  
JAMES CONRY

  
Bank of Scotland  
Private Banking  
Level 7  
155 Bishopsgate  
London EC2M 3YB

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

  
.....  
Authorized Signatory



## **FIRST SCHEDULE CONSTRUCTION MANAGEMENT PLAN**

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 for pedestrians and other road users.

**In drawing up to the Construction Management Plan ("the Plan) the Owner shall ensure that provisions relating to the following matters are contained within the Plan:-**

*(Note the term 'vehicles' refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant & material and construction etc. The term construction as used here also refers to any work, including demolition, associated with the implementation of the development)*

- a) Start and end dates for each phase of construction.
- b) The proposed working hours.
- c) The access arrangements for vehicles.
- d) 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 affects of construction on the highway.
- e) Sizes of all vehicles and the frequency and times of day when they will need access to the site, for each phase of construction.
- f) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- g) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.
- h) Parking and Loading arrangement of vehicles and delivery of materials and plant to the site.
- i) Details of proposed parking bays suspensions and temporary traffic management orders.
- j) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.)
- k) Details of hoarding required or any other occupation of the public highway

- l) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- m) Details of how traffic associated with the development will be managed in order to reduce congestion.
- n) Details of any other measure designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- o) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- p) Details of any Construction Working Group that maybe required, 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.
- q) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to.
- r) How your approach to servicing takes into consideration the cumulative effects of other developments local to your site with regard to traffic and transport.
- s) Details of consultation on a draft CMP with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. 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 CMP should then be amended where appropriate and where not appropriate giving a reason why. The revised CMP 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.
- t) Any other relevant information with regard to traffic and transport.
- u) The CMP should also include the following statement:  
*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the development. Any future revised plan must be approved by the Council and complied with thereafter."*

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

DATED 11TH MARCH 2000 10

**(1) VARDILE COMMERCIAL INC**

and

**(2) BANK OF SCOTLAND PLC**

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  
**CASINA LODGE**  
**8 PARK VILLAGE WEST REGENTS PARK LONDON NW1 4AE**  
pursuant to Section 106 of the Town and Country Planning  
Act, 1990 (as amended)

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

G:\case files\culture & env\planning\jl\s106 Agreements\Park Village West 8 (CMP)  
CLS/COM/LMM/1685.156  
V final