

DATED

12 November

2009

**(1) NICOLAE CHRISTOPHER RATIU and ALEXANDRA FEDOROUNA RATIU**

**and**

**(2) NATIONAL WESTMINSTER HOME LOANS LIMITED**

**and**

**(3) OAKBRIDGE FINANCIAL SERVICES PLC**

**and**

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

**A G R E E M E N T**  
relating to land known as  
**18-20 LANCASTER GROVE**  
**LONDON NW3 4PB**  
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 5826  
Fax: 020 7974 2962

**THIS AGREEMENT** is made the 12<sup>th</sup> day of November 2009

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

1. **NICOLAE CHRISTOPHER RATIU and ALEXANDRA FEDOROUNA RATIU** of 47 Clifton Hill, London NW8 0QB (hereinafter called "the Owner") of the first part
2. **NATIONAL WESTMINSTER HOME LOANS LIMITED** (Co. Regn. No. 1449354) whose registered offices are at 135 Bishopsgate, London EC2M 3UR (hereinafter called "the First Mortgagee") of the second part
3. **OAKBRIDGE FINANCIAL SERVICES PLC** (Co. Regn. No. 5274204) Wrengate House, 221 Palatine Road, Didsbury, Manchester M20 2EE (hereinafter called "the Second Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth 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 NGL477521 subject to charges to the First Mortgagee and the Second 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 27 October 2008 and the Council resolved to grant permission conditionally under reference number 2008/3565/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 First Mortgagee as mortgagee under a legal charge registered under Title Number NGL477521 and dated 26 May 2006 and the Second Mortgagee as mortgagee under a legal charge registered under Title Number NGL477521 and dated 9 January 2009 (together known as "the Mortgagees") are willing to enter into this Agreement to give their 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 how the Owner will undertake 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 statement concerning the construction of the Development 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 demolition of the existing buildings on the Property and the building out of the Development;
- (ii) incorporation of the provisions set out in the First Schedule annexed hereto;
- (iii) effects on the health and amenity of local residences site construction workers local businesses adjoining developments undergoing construction;
- (iv) 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);

(v) the inclusion of a waste management strategy for handling and disposing of construction waste; and

(vi) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

**2.6 "the Construction Phase"**

the whole period between

(i) the Implementation Date and

(ii) the date of issue of the Certificate of Practical Completion

and for the avoidance of doubt includes the demolition of the existing buildings

**2.7 "the Development"**

the excavation of an enlarged basement, including front and rear lightwells, as a revision to planning permission granted on 28/05/2008 at appeal (2007/0923/P) for the erection of a new 2-storey plus attic level and basement dwellinghouse (following demolition of 2 existing dwellinghouses) as shown on drawing numbers Site Location Plan; 5115/12B; 13; 14; 15; and 16

**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 Mortgagees

2.11 "the Planning Application" a planning application in respect of the development of the Property submitted to the Council and validated on 27 October 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/3565/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

2.16 "the Property" the land known as 18-20 Lancaster Grove, London NW3 4PB the same as shown edged in red 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 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.

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

The Owner hereby covenants with the Council as follows:-

#### **CONSTRUCTION MANAGEMENT PLAN**

- 4.1 Prior to Implementation to provide the Council for approval the draft Construction Management Plan.
- 4.2 Not to Implement or allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.

- 4.3 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.
- 4.4 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 as approved from time to time and not to permit the carrying out of any works comprised in building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

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

- 5.1 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 2008/3565/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 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.

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 2008/3565/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 on written demand 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 Mortgagees 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 Mortgagees hereby consent to the completion of this Agreement and agree 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 agree to be bound by the said obligations only in the event that they become a mortgagee in possession of the Property.

8. **RIGHTS OF THIRD PARTIES**

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

## **THE FIRST SCHEDULE**

### **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)*

- i. A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- ii. Start and end dates for each phase of construction.
- iii. The proposed working hours within which vehicles will arrive and depart.
- iv. The access arrangements for vehicles.
- v. 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. 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)
- vi. 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.
- vii. Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- viii. Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.

- ix. Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- x. Details of proposed parking bays suspensions and temporary traffic management orders.
- xi. Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- xii. Details of hoarding required or any other occupation of the public highway.
- xiii. Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- xiv. Details of how traffic associated with the Development will be managed in order to reduce congestion.
- xv. Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- xvi. Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- xvii. Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- xviii. 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.
- xix. Any other relevant information with regard to traffic and transport.
- xx. The Construction Management Plan 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 Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagees have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
NICOLAE CHRISTOPHER RATIU  
in the presence of:

)  
)  
)



.....  
Witness Signature


Witness Name: ANIL DAVE

Address: 18 FITZMAURICE ST LONDON W1H 6EQ

Occupation: CHARTERED ACCOUNTANT

EXECUTED AS A DEED BY  
ALEXANDRA FEDOROUNA RATIU  
in the presence of:

)  
)  
)



.....  
Witness Signature

Witness Name: ANIL DAVE

Address: 18 FITZMAURICE ST LONDON W1H 6EQ

Occupation: CHARTERED ACCOUNTANT

CONTINUATION OF SECTION 106 AGREEMENT IN RELATION TO  
18-20 LANCASTER GROVE, LONDON NW3 4PB

EXECUTED AS A DEED BY  
NATIONAL WESTMINSTER  
HOME LOANS LIMITED  
By  
In the presence of:-

*Kwame Thomas*  
In the presence of  
Dated: *10.11.09*  
COMPANY OFFICIAL  
NATIONAL WESTMINSTER  
HOME LOANS LIMITED  
P O Box 12201  
7 Brindleyplace  
Birmingham B2 2AG

CLERICAL LEVEL B  
SECURITY ADMINISTRATION  
TEAM

EXECUTED AS A DEED BY  
OAKBRIDGE FINANCIAL SERVICES PLC )  
By )  
In the presence of:- )

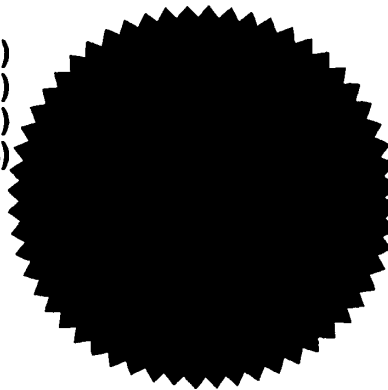
Signed as a deed and delivered by  
Oakbridge Financial Services plc  
Acting by two Directors or one Director and the Secretary

*[Signature]*  
Director

*[Signature]*  
Director/Secretary

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

*[Signature]*  
Authorised Signatory



18-20 Lancaster Grove, London NW3 4PB



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Robert Adam Architects  
9 Upper High Street  
Winchester  
Hampshire  
SO23 8UT

Application Ref: **2008/3565/P**

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:  
**18-20 Lancaster Grove**  
**London**  
**NW3 4PB**

**Proposal:**

**DECISION**  
The excavation of an enlarged basement, including two new rooms, as a revision to planning permission granted on 28/5/00 and on 20/7/02 for the erection of a new 2-storey plus attic level and basement dwellinghouse (following demolition of 2 existing dwellinghouses).

Drawing Nos: Site Location Plan; 5115/12B; 13; 14; 15; and 16.

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):

Informative(s):

- 1 You are reminded that this planning permission is granted as an amendment to a substantive scheme granted on 28/05/2008 at appeal (2007/0923/P), and that all of the conditions that were attached to the substantive planning permission are extant and required to be satisfied.
- 2 You are advised that the installation of any external plant or equipment in connection with the new swimming pool may require the submission of a further application for planning permission.
- 3 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 this development are covered by the Heads of Terms of the legal agreement and are held for the attention of the Sites Team, Urban Design and Regeneration.
- 4 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 complying with the conditions other than within the hours stated above.

Yours faithfully

Culture and Environment Directorate

DATED

12 November

2009

**(1) NICOLAE CHRISTOPHER RATIU and ALEXANDRA FEDOROUNA RATIU**

**and**

**(2) NATIONAL WESTMINSTER HOME LOANS LIMITED**

**and**

**(3) OAKBRIDGE FINANCIAL SERVICES PLC**

**and**

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

**A G R E E M E N T**  
**relating to land known as**  
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**pursuant to Section 106 of the Town and Country Planning**  
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