

**HERBERT SMITH**

**RECEIVED**

**16 MAY 2001**

**LEGAL SERVICES DEPT**

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Ms LeVerne Parker  
The Royal Borough of Kensington and Chelsea  
Legal Services  
The Town Hall  
Horton Street  
London W8 7NX

Your Ref  
Our Ref 2087/2625/30810899  
Date 14th May 2001

**BY FAX AND BY REGISTERED POST**

Dear Ms Parker

**FORMER KNIGHTSBRIDGE CROWN COURT: SECTION 106 AGREEMENT**

Thank you for your letter of 10<sup>th</sup> April, received 11<sup>th</sup> April 2001. I have now taken instructions and attach a further draft for your consideration.

As you will know, in response to your client's request that the scope of the works agreed in 1997 be revisited and revised, our client's advisor, Colin Smith of White Young and Green, has been in discussions with your client's Highways and Planning Departments. Our client, appreciates the concerns which have been expressed in those discussions and in a spirit of co-operation has made every effort to meet those concerns in so far as is feasible for it. Accordingly, I now attach a draft Section 106 Agreement with a revised Third Schedule in respect of the Highway Work and new clause 9 and Fifth Schedule in respect of further work which may be required. It is very much hoped that the new draft strikes an acceptable balance between your client and our client's respective operational requirements. I understand that these matters have been discussed in some detail and given the urgency of the matter, I should be grateful if you would consider the draft and take instructions from your client at your earliest convenience.

Other changes to draft are either self-explanatory or as follows, taking matters in the order in which they were dealt with in your letter of 10<sup>th</sup> April:

**Development**

I should be grateful if you would incorporate the wording of the First Schedule as originally included in the Deed of 1997.

**Title**

It is accepted by our client that Berkeley Homes needs to be a party to the Section 106 Agreement and Berkeley Homes is aware of this requirement. I will be copying this draft to them.

Bangkok Beijing Brussels Hong Kong London Moscow Paris Singapore Tokyo

A list of the names of the partners and their professional qualifications is open to inspection at the above office. The partners are either solicitors or registered foreign lawyers.

Sheet No 2  
Date 14th May 2001  
Letter To Ms LeVerne Parker

HERBERT SMITH

### Planning Permission

I am grateful for your confirmation that there is no current reason why the planning permission should not be issued in the form of the draft provided to us.

### Highway Works Arrangements

I should be grateful if you would consider this in the context of the new Third Schedule.

### Clause 3

Your amendment to clause 3.8 would mean that the Certificate (a prerequisite to occupation of the development) will only be issued on receipt of all payments by the owner including those requested under clause 4.3 which provides for further sums to become payable in the event that the costs of the works exceed the Highway Works Estimate. Such further sums can be requested "at any time" after the First and Second Payments in respect of the Highway Works Estimate. Clearly, this might well cause significant practical difficulties. I have provided for the Certificate to be issued after Substantial Completion assuming that your client has received the First and Second Payments from our client. Clearly, our client would still be liable to make any payment shown to be owing pursuant to the Final Account. Hopefully, this is acceptable.

I have also amended clause 3.6 to limit the alterations which the Engineer may make to those which he "reasonably" considers desirable or necessary. I trust that this does not pose any difficulty for the Council.

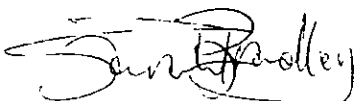
### Clause 11.3

In order to avoid any unnecessary confusion I have provided for our client and Berkeley Homes to be released from the provisions of the Deed of 1997 on implementation of the Planning Permission and thus, there is no need for that original Deed to be varied. It is also intended to request a Deed of Release and Discharge of the original as soon as possible after the Planning Permission has been implemented and the present Agreement has taken effect.

I look forward to hearing from you shortly.

Kind regards.

Yours sincerely



**SARAH BRADLEY**

Direct line +44 (0)20 7466 2625  
sarah.bradley@herbertsmith.com



approve the <sup>Second</sup> Planning Application following completion of this agreement (this Deed)

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. INTERPRETATION

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

WORDS AND EXPRESSIONS      MEANINGS

“Appropriate inflation

Supplement”

the sum to be applied to increase a sum payable under this Deed to compensate for the effects of inflation calculated in accordance with the Civil Engineering Formulae contained in the Price Adjustment Formulae for Construction Contracts published from time to time by the <sup>DETR</sup> ~~DOE~~ in respect of sums in connection with the Highway Works to be calculated between the date hereof and the date upon which a payment is made in the event of the above index ceasing to be published such other appropriate index as may be agreed between the parties hereto or determined by the Expert in default of agreement

“Car Park”

the car park forming part of the Development

“Certificate”

the Certificate mentioned in Clause <sup>3</sup> 1.8 below

“Development”

the development <sup>and the</sup> referred to in the <sup>First Planning Application</sup> ~~Amended~~ <sup>Second</sup> Planning Application and described in the First Schedule

“Director”

the Council’s Director of Transportation and Highways and shall be deemed to mean the officer of the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of the appointment

Number 3

“Drawing”

the drawing numbered 4003/051/0 dated 26/10/00 and annexed hereto

~~“Drawing Number 1”~~

~~the drawing numbered DS547/LA/01E annexed hereto~~

~~“Drawing Number 2”~~

~~the drawing numbered DA5547/LA/02A annexed hereto~~

STET

“Engineer”

the Council’s Director <sup>or</sup> of such other qualified person as the Director shall appoint for the purposes of carrying out the functions of the Engineer herein contained

“Executive Director”

the Council’s Executive Director, <sup>Planning and Conservation</sup> and shall be deemed to mean the Officer for the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of the appointment:

“Final Account”

an account in respect of the balance of the full cost of the works mentioned in Clause ~~5.3~~ below

4.5

“First Notice”

the notice mentioned in Clause 3.1 below being a notice or notices in respect of the whole or part of the Highway Works

“First Payment”

the payment mentioned in Clause 4.2.1 below

“First Planning Application”

the application for planning permission to be given under the Council’s reference TP/96/1584/F/29

“Highway Improvement Scheme”

the Scheme described in the Fourth Schedule

RIDER - NEW DEFINITIONS.

"Highway Works"

the Works described in the Third Schedule

"Highway Works Estimate"

The estimated costs of the Highway Works at the date hereof namely £ 7,41,000

"Implementation"

the carrying out of any pursuant to the Planning Permission <sup>Act</sup> which constitutes a material operation exclusively referable to the Planning Permission within the meaning of Section 56 of the Town and Country Planning Act 1990 excluding the construction of the Highway Works by the Council

"Land"

the land described in the Second Schedule and shown for the purposes of identification only edged in red on the filed plan and registered at H M Land Registry under title number BGL 12893

"Occupation"

occupation  
(a) for use of the residential units; or  
(b) for commercial use of the Development by the Owner

<sup>Second</sup>  
"Planning Application"

the application for planning permission for the Development under the Council's reference PP/99/01887

"Planning Permission"

the planning permission to be granted pursuant to the <sup>Second</sup> Planning Application ~~in the form of the draft annexed hereto~~

"Second Notice"

the notice mentioned in Clause 3.3 below <sup>and 4.2.2</sup>

"Second Payment"

the payment mentioned in Clause 4.2.2. below

"Substantially Completed"

apart from minor defects and omissions having reached a stage of construction at which the Highway Works are substantially

ready for use for the purposes for which they are designed and being free from known defects or omissions to the reasonable satisfaction of the Engineer and "Substantial Completion" shall be construed accordingly

1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

1.5 Covenants made hereunder if made by more than one person are made jointly and severally

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 106 of the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and all other powers so enabling

2.2 This Deed contains planning obligations made pursuant to the said Section 106 which

are enforceable by the Council against the Owner and his successors in title and against any Mortgagee in possession and which binds each and every part of the Land

- 2.3 The terms of this Deed (other than clause 11 below) shall come into effect upon the Implementation of the Planning Permission
- 2.4 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as Local Planning Authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- 2.5 If any provision in this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired
- 2.6 No waiver (whether express or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the Owner from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default
- 2.7 Nothing in this Deed shall be construed as a grant of planning permission
- 2.8 This Deed shall only be delivered as a Deed when dated
- 2.9 Before construction of any Highway Works commences the Council may terminate all



or any of the terms of this Deed which relate to the construction of those Highway Works by giving the Owner notice of their decision to so terminate and on such termination by the Council the Owner shall have no further obligations and shall have no further liability under this Deed save in respect of any antecedent breaches of this Deed

2.10 Upon any termination under 2.9 above the Engineer shall give to the Owner an account of all abortive costs incurred by the Council in respect of this Deed and within 28 days from the date of the account

2.10.1 if the account shows that the payments made by the Owner under the provisions of this Deed have exceeded those costs the Council shall refund that excess; and

*↳ together with interest accrued on the account*

2.10.2 if the account show<sup>s</sup> that those costs exceed the payment made by the Owner under the foregoing provisions of this Deed the Owner shall pay to the Council a sum equal to that excess.

2.11 in the event that the Council makes a supply or is deemed to have made a supply by HM Customs and Excise to the Owner under this Deed and Value Added Tax is payable by the Council in respect of such supply the Owner shall pay to the Council upon the Council issuing a Value Added Tax invoice the amount of Value Added Tax so payable in addition to any amounts otherwise payable under this Deed

2.12 the Owner shall pay to the Council upon the Council issuing a Value Added Tax Invoice the Council's Value Added Tax input tax insofar as that tax is not recoverable by the Council on any transaction entered into by the Council in performing their

obligations under this Deed

2.13 <sup>ule</sup> Headings in this Deed are not intended to be taken into account and its construction or interpretation

2.14 Where any consent agreement or approval is required or requested pursuant to this Deed such consent agreement or approval shall not be unreasonably withheld or delayed.

3. HIGHWAY WORKS ARRANGEMENTS

3.1 ~~On or (at the Owner's discretion) prior to Occupation the Owner shall serve notice ("the First Notice") upon the Council to commence the Highway Works and shall tender the First Payment to the Council together with the First Notice PROVIDED THAT this shall not require a notice to be served prior to implementation in respect of the raised table referred to in paragraph 7 of the Third Schedule~~ Occupation

3.2 Upon receipt of the First Notice and the First Payment the Council shall produce to the Owner within a reasonable time (which shall be interpreted as being not less than one nor more than two months) a design of the Highway Works together with bills of quantities

3.3 The Council shall make available to the Owner copies of all drawings, bills of quantities and other matters relevant to the Highway Works and shall afford the Owner an opportunity to comment thereon and shall consider any comments made within one month by the Owner <sup>and</sup> on all such matters shall serve (the "Second Notice") within one month of receiving such comments

instruct its approved contractor or

3.4 Within 28 days of receiving the Second Payment the Council shall let a contract upon competitive terms at its own discretion to any contractor or agents ("the Highway Works Contract")

3.5 Subject to the performance by the Owner of its obligations under this Deed the Council undertakes that it will carry out and complete the Highway Works and to its reasonable endeavours to do so as cost effectively as practicable within ~~four~~ <sup>three</sup> months of the Second Notice provided that the Council shall not be liable for any delay to the Highway Works or to the Development occasioned by works to statutory undertakers' and other bodies' services or by any other matter beyond the reasonable control of the Council arising in any way out of the Highway Works

3.6 The Engineer may from time to time make such alterations to the description of the works contained in the Highway Works Contract as he may <sup>reasonably</sup> consider desirable or necessary, and so far as may be reasonably practicable the Engineer shall give the Owner an opportunity to comment upon any such alterations which he proposes to make **PROVIDED ALWAYS** that the Highway Works shall remain substantially the same and that the sums which the Owner is liable to pay in respect thereof do not as a result rise by more than 5% without the prior agreement of the Owner

~~subject~~

3.7 During the construction of the Highway Works and subject to Clause 5.4 below the Owner shall permit the Council, its servants or agents to enter the Land in so far as is necessary to carry out the Highway Works at all reasonable hours and shall afford to the Council all reasonable internal costs in order to carry out the Highway Works <sup>reasonable assistance not involving expenditure of money other than for</sup>

3.8 Upon the Highway Works being Substantially Completed and upon all of the Council's costs payable pursuant to Clause ~~3~~ <sup>3.2, 3.3 and 3.4</sup> having been paid by the Owner, the Engineer shall

~~and 3.4~~

issue a certificate ("the Certificate") to that effect and the issue of the Certificate shall not be unreasonably withheld or delayed

4. PAYMENT

Liability to Pay of Owner

4.1 The Owner shall be liable to pay to the Council:-

4.1.1 the whole cost of the Highway Work including value added tax (if that tax is payable) on that cost which the Council incurs by or in preparation for the execution of the Highway Works and in connection with the execution of the Highway Works including all costs in respect of the administration design and supervision of the Highway Works required for the purposes of the Highway Works

4.1.2 the whole of any expense to which the Council is put in order to carry out the Highway Works (including without prejudice to the generality of the foregoing all costs or expenses incurred in obtaining any consent or making or confirming *including any necessary traffic management orders* any Order and satisfying claims made under Part 1 of the Land Compensation Act 1973 arising from the execution of the Highway Works) and other than any expense to which the Council is put as a result of its negligence or default

4.1.3 interest at the rate of 4% above Lloyds Bank PLC's base rate from time to time on any sum payable to the Council if such sum has not yet been received by the Council within ~~14~~ <sup>21</sup> days of that sum becoming payable hereunder

Method of Payment

4.2 The Owner shall make the payments in respect of the sums referred to in Clauses 3 and 4 in respect of each Final Account as follows:-

4.2.1 a sum equal to one half of the Highway Works Estimate together with the Appropriate Inflation Supplement ("the First Payment") on the date on which the First Notice is served on the Council

4.2.2 a further sum equal to one half of the Highway Works Estimate together with the Appropriate Inflation Supplement ("the Second Payment") within <sup>21</sup>~~4~~ days of the date on which the Engineer informs the Owner that he proposes to let a contract for the execution of the Highway Works by serving the Second Notice on the Owner

4.3 <sup>clauses</sup> Subject to 3.4, 3.5 and 3.6, if at any time after the payments referred to in 4.2.1 or 4.2.2 ~~or 4.2.3~~ have become payable the Engineer estimates that the costs of the works referred to in Clause 4.1 will exceed the <sup>reasonably</sup> Highway Works Estimate he may give notice to the Owner of the amount by which he then estimates those costs will exceed the Highway Works Estimate and the Owner shall pay to the Council within <sup>21</sup>~~14~~ days of the date of that notice a sum equal to that excess in so far as the same is due at the date of that notice

4.4 <sup>u/c</sup> In addition to and together with each sum payable under the foregoing provisions the Owner shall pay to the Council a further equal sum equal to 15 per cent of that sum in respect of the Council's costs of administration design and supervision

4.5 <sup>u/c</sup> Within a reasonable time after the Highway Works have been Substantially Completed and the Engineer has issued the appropriate <sup>u/c</sup> certificate the Engineer shall give the Owner a final account

of the Highway Works ("Final Account")

4.6 <sup>w/c</sup> Within 28 days from the date of a Final Account:-

4.6.1 if a Final Account shows a further payment due to the Council the Owner shall pay to the Council the sum shown due to them in the Final Account; or

4.6.2 if a Final Account shows that the payment or payments previously made to the Council have exceeded those costs the Council shall refund that excess to the Owner and any interest accrued upon that excess

4.7 <sup>w/c</sup> The Owner shall pay to the Council any sum due within <sup>21</sup>~~28~~ days of that date of the Council's making a demand for that sum and shall pay interest due on any outstanding sum when demanded

4.8 <sup>w/c</sup> The amounts of payments due under Clause 4 shall be certified on behalf of the Council by the Engineer and the Engineer's decision as to the amounts shall be final subject only to review pursuant to Clause 6 in relation to the Final Accounts, but he shall provide to the Owner any information relating to the amounts as the Owner may reasonably require.

4.9 <sup>w/c</sup> The Council shall plan and carry out the Highway Works in such a way as to minimise the Owner's liability under this clause, so long as reasonable and proper quality of the Highway Works is achieved, and will not design or carry out the Highway Works so as to require entry <sup>of</sup> into the premises of or acquisition of any rights or land or third parties unless to do so would be cheaper to the Owner hereunder than an engineered solution not including such entry or acquisition

Liability of Council to Pay

4.10 The Council shall be liable to pay to the Owner interest at the rate of 4% above Lloyd's Bank PLC's base rate from time to time on any sum payable to the Owner if such sum has not yet been received within <sup>21</sup>~~28~~ days of ~~the~~ that sum becoming payable

5 OTHER COVENANTS RELATING TO THE HIGHWAY WORKS

The Owner hereby covenants with the Council as follows:-

Restriction upon Occupation <sup>bold.</sup>

5.1 <sup>u/c</sup> that occupation of any part of the Development shall not (other than for the purpose of fitting out works) take place until such time as the Engineer has issued the Certificate <sup>under clause 3.8</sup> and the Owner shall serve notice on the Director when occupation takes place ("Occupation Notice")

5.2 <sup>u/c</sup> in the event of the occupation of the Development in breach of this Deed the Council without prejudice to any other remedy shall be at liberty to construct the Highway Works and enter the Land as necessary and the Owner shall be liable to pay to the Council the full cost of the Highway Works forthwith

Statutory Undertakers

5.3 <sup>u/c</sup> the Owner shall be responsible for the payment of all charges by Statutory Undertakers in respect of the Highway Works

Access

5.4 <sup>u/c</sup> the Council shall co-ordinate its times and periods for entering on the Land with all other contractors carrying out work thereon for the construction of the Development so as to minimise disruption and any effect on the cost of the Development and the Highway Works

Parking Spaces

~~5.5 A minimum of 3 parking spaces shall be provided <sup>at all times</sup> in the car park for the parking of diplomatic vehicles in connection with the use of the embassy in Hong Kong~~

6. EXPERT DETERMINATION

6.1 <sup>u/c</sup> Any dispute arising between the parties hereto in respect of the Highway Works including the Final Accounts shall be referred to a Chartered Civil Engineer (hereinafter called "the Expert") to be agreed between the parties hereto or failing agreement as to the same to be appointed upon the application of either party hereto by the President for the time being of the Institution of Civil Engineers and

6.2 <sup>u/c</sup> Any person appointed as the Expert under this Clause shall act as an independent expert and not as an arbitrator and once the Expert has expressed willingness so to act the following provisions shall apply:-

6.2.1 the Expert shall fully consider all written representations made by or on behalf of the Owner and the Council which shall be delivered to him within 28 days of notice of his appointment; and

6.2.2 he shall use all reasonable endeavours to give his decision as speedily as possible; and

6.2.3 his decision shall be final and binding on the parties hereto in respect of all matters referred to him; and

6.2.4 <sup>u/c</sup> His fees shall be payable by the parties hereto in such proportions as he shall determine or in default of such determination equally between them provided that in the event of either party failing to pay its proportion within 28 days of determination then the other party shall be entitled to pay the whole of his fees and the proportion due from the other party shall be



recoverable as a debt, and if the Expert shall die or refuse or be unwilling to act, the procedure for appointment of another person in his place shall be repeated as often as may be necessary.

6.3 <sup>u/c</sup> the terms of the Expert's appointment shall require him to comply with Clauses 6.2.1 and 6.2.2

## 7. THE OWNER'S OTHER COVENANTS

The Owner hereby covenants with the Council as follows:-

### 7.1 Service Area

7.1 From the completion of the service area and thereafter for as long as the service area shall be operated not to use the service area shown shaded purple on Drawing Number 2 ("the Service Area") as a service area unless:-

7.1.1 a signal with a red default to control the exit of vehicles from the Service Area is located at its exit and installed so that the red default will operate to stop vehicles exiting from the Service Area in order to give priority to vehicles wanting to enter the Service Area

7.1.2 a traffic marshall is on duty during times when Service Area exit is open equipped with a remote controller of the signal referred to in 7.1.1 above enabling him to operate the signal

or other such measures as may be approved in writing by the Director

8. COVENANTS RELATING TO THE HIGHWAY IMPROVEMENT SCHEME

8.1 <sup>u/c</sup> the Owner hereby covenants with the Council that prior to completing and operating the Car Park that it will pay to the Council ~~£150,000~~<sup>£50,000</sup> in respect of a highway improvement scheme for the improvement of Hans Road, Hans Crescent, Brompton Road and Basil Street ("the Scheme") in accordance with the Fourth Schedule

8.2 <sup>u/c</sup> the Council covenants with the Owner that it will consult with the Owner on the content of the Scheme and will take into account the Owners views expressed within 21 days of such consultation in deciding what the Scheme is to include

8.3 <sup>u/c</sup> the Council further covenants with the Owner that if it has not within ~~24 months~~<sup>5 years</sup> of payment of the sum of ~~£150,000~~<sup>£50,000</sup> by the Owner completed the Scheme it will repay to the Owner the said sum of ~~£150,000~~<sup>£50,000</sup> or the unexpended balance thereof <sup>plus interest</sup>

RIDER New Clause 9. accrued on such unexpended balance

10. SERVICE OF NOTICES

10.1 <sup>u/c</sup> any notice or certificate required to be served on the Council shall be in writing and shall be sufficiently served upon the Council if left at or posted by Recorded Delivery to the Director of Transportation and Highways Royal Borough of Kensington and Chelsea Town Hall Hornton Street London W8 7NX or in the case of the Owner if left at or posted by Recorded Delivery to the registered office or last known address of the Owner

10.2 <sup>u/c</sup> any payment required to be made to the Council shall be made to the Royal Borough of Kensington and Chelsea and shall be left at or (in the case of a cheque) posted by

Recorded Delivery to the Director of Transportation and Highways at the above address and in the case of the Owner if left at or posted by Recorded Delivery to the registered office or last known address of the Owner

11 10. GENERAL

The Owner hereby covenants that he and his assigns and all successors in title shall be bound observe and perform all covenants and stipulations herein contained but neither the Owner nor any successor in title nor any person deriving title shall be liable for any breach of this Deed after parting with its interest unless at the date of breach it held such an interest

12 XI. FURTHER TERMS

12 XI.1 the Owner shall on the execution hereof pay the Council's costs incurred in the preparation and settlement of this Deed in the sum of  
£ Confirmation of figure required

12.2 the covenants in this Deed shall be treated and registered

(a) forthwith by the Council as local land charges for the purpose of the Local Land Charges Act 1975; and

(b) forthwith by the Owner in the Charges Register of the registered title number BGL 12893 at the H M Land Registry

12.3 On the implementation of the Planning Permission the Council shall if so requested by the Owner and at the Owners expense enter into a deed of discharge of the outstanding obligations contained in the Deed of 19 September 1997

and the Owner shall be released from the provisions of the Deed of 19 September 1997 and on the implementation of the Planning Permission and the Council shall

12.3. The Deed of 19 September 1997 is varied by the substituting of clauses in this Deed as set out in the Fifth Schedule

THE FIRST SCHEDULE

THE DEVELOPMENT

*Insert details of* **Insert details of development approved in response to First Application.**

Provision of further storage space, reduction of car parking, a change in the number of residential units from 41 to 33 and other minor alterations including changes to the Basil Street Elevation at: Former Knightsbridge Crown Court, No 1 Hans Crescent and Harrods Store, 87-135 Brompton Road, SW1 as shown on submitted RBKC drawing Nos:-

PP/99/01887, PP/99/01887/A, and PP/99/01887B

*- as per text of First Schedule of Deed of 19 September 1997*

Applicant's drawing Nos:-

HCP-092, HCP-093, HCP-094, HCP-095, HCP-096, HCP-097, HCP-098, HCP-099, HCP-100 rev 2, HCP-101, HCP-102 rev 1, HCP-103 rev 1, HCP-104 rev 1, HCP-105 rev 1, HCP-106 rev 1, HCP-401, HCP-402, HCP-403, HCP-404, HCP-405, HCP-406, HCP-408, HCP-409, HCP-410, HCP-413, 3648/A20P00, 3648/A20P02, 3648/A20P03, 3648/A20P04, 3648/A20P05 and 3648/20P06

THE SECOND SCHEDULE

THE LAND

All that freehold land shown edged in red on the Plan and registered at HM Land Registry under Title Number BGL 12893

THE THIRD SCHEDULE

THE HIGHWAY WORKS

Adjustment to

1. ~~Both~~ kerb radii to Landon Place/Hans Crescent junction to be modified in order to accommodate swept path of delivery vehicles
2. The removal of ~~eight~~ existing resident parking bays on Hans Crescent opposite to Landon Place to be replaced by double yellow lines *as necessary and subject to Traffic Manager's orders*
3. ~~Changes to kerbline and removal of non-diplomatic residents' on street parking provision on Hans Crescent outside the~~ <sup>M/C</sup> embassy building *as necessary and subject to Traffic Manager's orders*
4. Changes to ~~kerbline and~~ on-street parking provisions in Basil Street (between Hans Crescent and Hans Road). *to include bus construction of cross overs*
5. Erect a road sign in Hans Crescent opposite Landon Place stating "Service Area" the precise design and siting to be approved in writing by the Director
6. ~~Creation of a yellow box junction at the junction of Landon Place and Hans Crescent~~
7. ~~The provision of a traffic calming narrowing (raised table) on Basil Street to the front of the former Knightsbridge Crown Court premises~~
8. The removal of the existing cross-over and the reinstatement of the footway in Hans Road
9. Installation of pavement cross overs to enable access to and egress from the Car Park
10. ~~The setting back of the existing diplomatic parking bays into the footway in Hans Crescent~~

Insert RIDER 1.

THE FOURTH SCHEDULE  
HIGHWAY IMPROVEMENT SCHEME

1. The carrying out of works to the <sup>the</sup> Scheme all on Hans Road, Hans Crescent, Brompton Road and Basil Street (including the provision of street furniture) ~~but excluding the area of the proposed street pavement café shown on the Drawing Number 3~~

IN WITNESS of which this Deed has been executed on the first date before written

→ RIDER 2

THE FIFTH SCHEDULE  
FURTHER TRAFFIC WORKS

THE COMMON SEAL of the MAYOR )  
AND BURGESSES OF THE ROYAL )  
BOROUGH of KENSINGTON AND )  
CHELSEA was hereunto affixed )  
in the presence of:- )

THE COMMON SEAL of )  
HARRODS LIMITED was affixed )  
in the presence of:- )

Director

Secretary

THE COMMON SEAL of )  
BERKELEY HOMES (WEST LONDON) )  
LIMITED was affixed in the )  
presence of :- )

Director

Secretary

Dated 2001

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THE MAYOR AND BURGESSSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA

- and -

HARRODS LIMITED

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended by the Planning and Compensation Act 1991)

Schedules

- 1. The Development
- 2. The Land
- 3. The Highway Works
- 4. Highway Improvement Scheme

5. *Further Traffic Works* \*

Annexes

- Drawing Number 1
- Drawing Number 2
- Plan

*Further Traffic Works*

Richard Hemmings  
Director of Legal Services  
The Town Hall  
Hornton Street  
London W8 7NX

Tel: 020 7361 2617  
Ref: JZ/10022654

**RIDER – NEW RECITAL D**

**D** By Deed of 29<sup>th</sup> February 2001 the Owner granted Berkeley Homes a lease in respect of part of the Land for a term of 999 years.



## **RIDER – NEW DEFINITIONS**

### **"Further Traffic Works"**

All or any of the works as described in the Fifth Schedule as may be required by the Owner to allow satisfactory operation of the Development and facilitate satisfactory traffic movement in the vicinity of the Development;

### **"Further Traffic Works Estimate"**

the estimated cost of the Further Traffic Works at the date hereof as itemised or otherwise provided for in the Fifth Schedule

## RIDER - NEW CLAUSE 9

### 9 Covenants Regarding Further Traffic Works

- 9.1 Subject to the Owner complying with the relevant provisions of clause 9 below and subject to the Council any necessary traffic management orders being obtained (in respect of which the Council covenants to use its reasonable endeavours), the Council covenants to carry out and complete such Further Traffic Works as the Owner shall reasonably request (and as contemplated in the Fifth Schedule) and to use its reasonable endeavours to do so as cost effectively as practicable within three months of receiving the Second Further Traffic Works Payment, PROVIDED THAT the Council shall not be liable for any delay to the Further Traffic Works as applicable where occasioned by works to statutory undertakers' and other bodies' services or by any other matter beyond the reasonable control of the Council arising in any way out of such Works.
- 9.2 In the event that the Owner considers that Further Traffic Works are required at any time within a period of five years from Substantial Completion of the Development then the Owner shall be entitled to request the Council to undertake such Works and the provisions of clause 3 (excluding clause 3.5), clause 4, clause 5.3, clause 5.4 and clause 6 shall apply mutatis mutandis as if references to the Highway Works were references to the Further Traffic Works as applicable and as if references to the First Notice, First Payment, Second Notice and Second Payment were references to notices and payment in respect of the Further Traffic Works Estimate (the "**First Further Traffic Works Notice**", "**Second Further Traffic Works Notice**", the "**First Further Traffic Works Payment**", and "**Second Further Traffic Works Payment**" respectively) and references to Final Accounts and Substantial Completion shall be interpreted accordingly.

NO FIFTH SCHEDULE  
PUT IN HERE WHAT IS  
NECESSARY.

RIDER 1

THE THIRD SCHEDULE

HIGHWAY WORKS

1. The provision of footway crossovers into and out of the service yard along Landon Place.
2. The removal of the existing crossover and the re-instatement of the footway in Hans Road.
3. <sup>Southern</sup> Both kerb radii to the Landon Place/ Hans Crescent junction to be modified in order to accommodate swept path of delivery vehicles.
4. The erection of a road sign in Hans Crescent opposite Landon Place stating "Service Area" the precise design and siting to be approved in writing by the Director.
5. The removal (~~and re-location~~) of the one existing Residents Only parking bay outside of the Embassy.

17. b. Changes ~~to the kerb line and on-street parking provisions~~ in Basil Street (between Hans Crescent and Hans Road) <sup>to allow for</sup> and the construction of footway crossovers. + replacement of kerb July 17 Hans C.

& inside 13C (orderly bays outside 16-22) replace with double yellow lines

8. Construction of footway crossovers in Baulk
9. Provision of on-street parking in Hans Road of/s present delivery access where footway crossover (in 2) is removed.

RIDER 2

*Take out*

THE FIFTH SCHEDULE

FURTHER TRAFFIC WORKS

1. (a) The removal of existing Residents' Parking bays on Hans Crescent, opposite to Landon Place, to be replaced by double yellow lines, estimated to cost £1,250; or  
  
(b) such alternative arrangement in respect of the existing Residents' Parking Bays on Hans Crescent opposite Landon Place as shall be agreed between the Council and the Owner (acting in good faith) provided that it is further agreed and understood that any such arrangements will provide for the full and efficient operation of the Development to the satisfaction of the Owner (and without impairment to the Owner's business). In the event that the said alternative arrangements cannot be effected in the manner contemplated the Council agree to implement option (a) above, the estimated cost of which shall be agreed between the Council and the Owner, acting in good faith, prior to the service of the First Further Traffic Works Notice.
2. Creation of a yellow box junction at the junction of Landon Place and Hans Crescent, estimated to cost £1,250.
3. The provision of a traffic calming measure (raised table) on Basil Street to the front of the former Knightsbridge Crown Court, estimated to cost £ 15,000.
4. (a) The setting back of the existing diplomatic parking bays in to the footways in Hans Crescent, estimated to costs £ 6,000; or  
  
(b) the removal of the diplomatic parking bays and the realignment of the kerbing estimated to cost £2,500.
5. And/or any such other works as may be agreed between the Council and the Owner, acting in good faith, to allow for the satisfactory operation of the Development [the estimated cost of which shall be agreed between the Council and the Owner, acting in good faith, prior to the service of the First Further Traffic Works Notice.

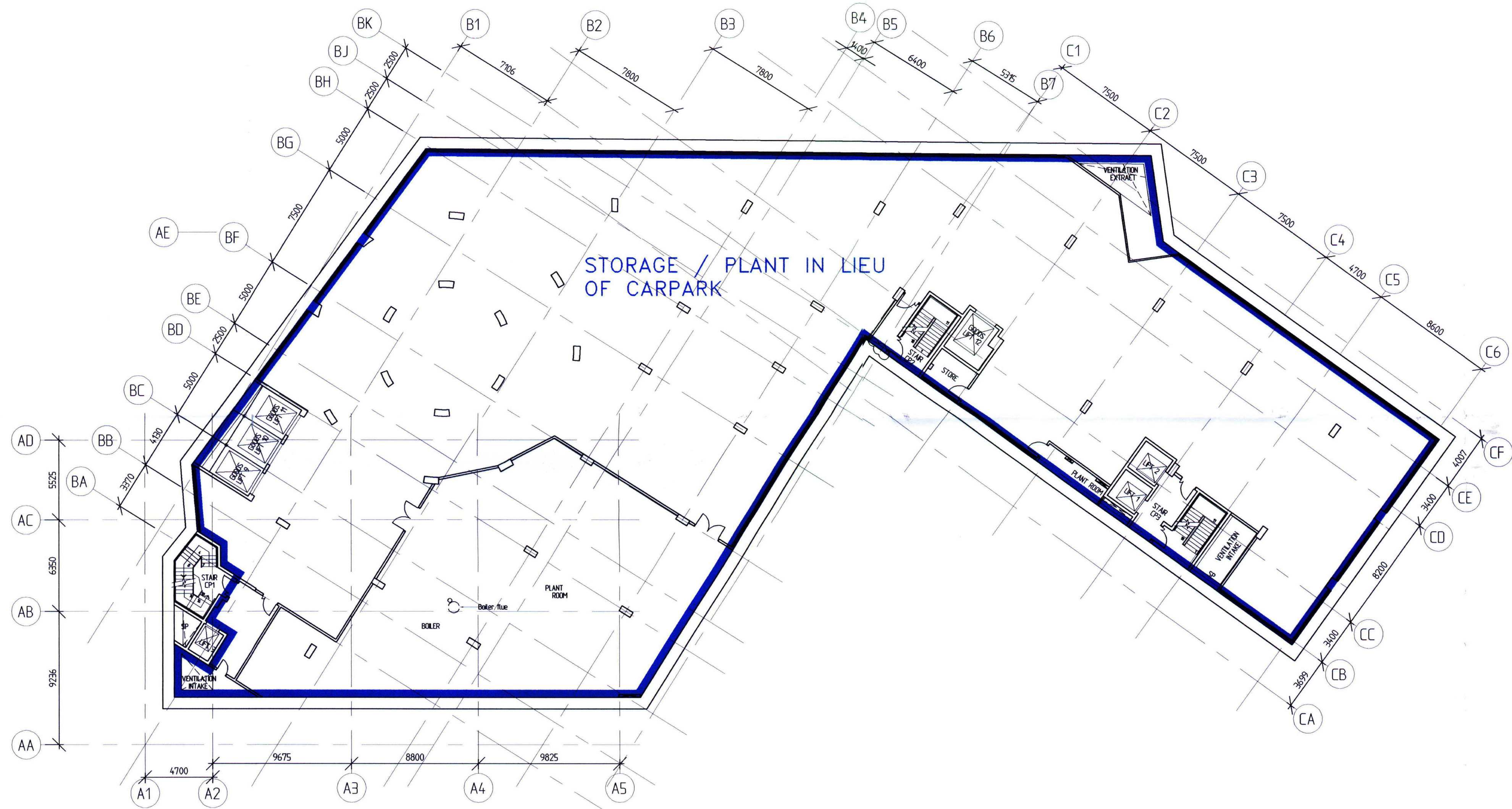


**THE FIFTH SCHEDULE**

The Clauses in the deed dated 19<sup>th</sup> September 1997 set out in column one below are substituted by the provisions in this deed set out in column 2 below

<b>PROVISIONS IN DEED OF 19<sup>TH</sup> SEPTEMBER 1997</b>	<b>THIS DEED</b>
1 The Third Schedule	Deleted
2. The Fourth Schedule	The Third Schedule
<del>3. The Fifth Schedule</del>	Deleted
4 The Sixth Schedule	The Fourth Schedule
<del>5</del>	
3. Drawings (?)	Drawings (?)
4. The sum set out in definition of "Accommodation Works Estimate"	The sum set out in the definition of "Highways Works Estimate"





R.B.K. & C.  
TOWN PLANNING  
2. SEP 1999  
RECEIVED

R.B.K.C.  
APPROVED BY  
THE COMMISSION  
17 OCT 2000  
S/ide

PP991887

**ML**  
**Design**  
**Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
BASEMENT B6 PLAN

DRG NO HCP-093	REV
SCALE 1:200	DATE OCT. '97
BY CP	AL

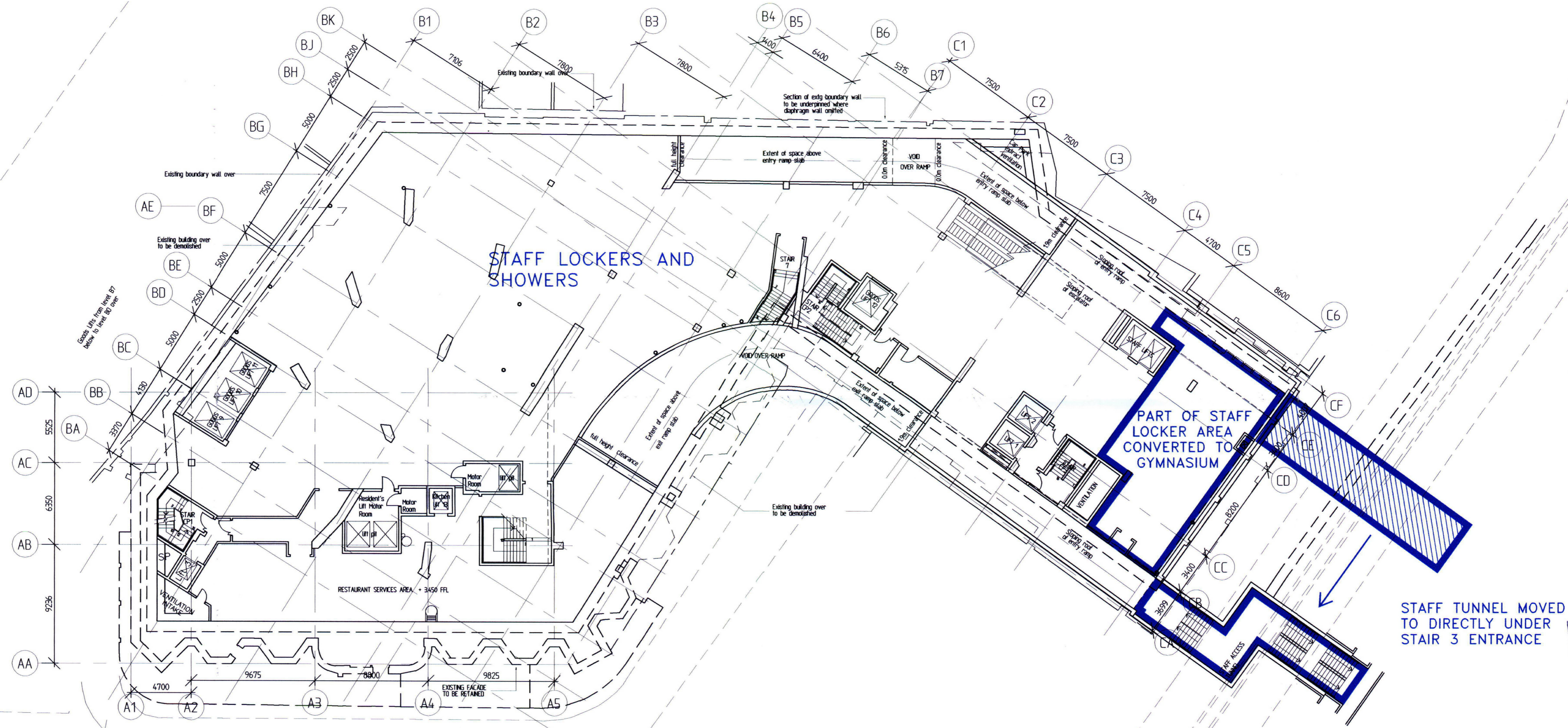












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20 SEP 1999  
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STAFF TUNNEL MOVED  
TO DIRECTLY UNDER  
STAIR 3 ENTRANCE

R.B.K.C.  
APPROVED BY  
THE COMMISSION  
17 OCT 2000  
5106

PP991887

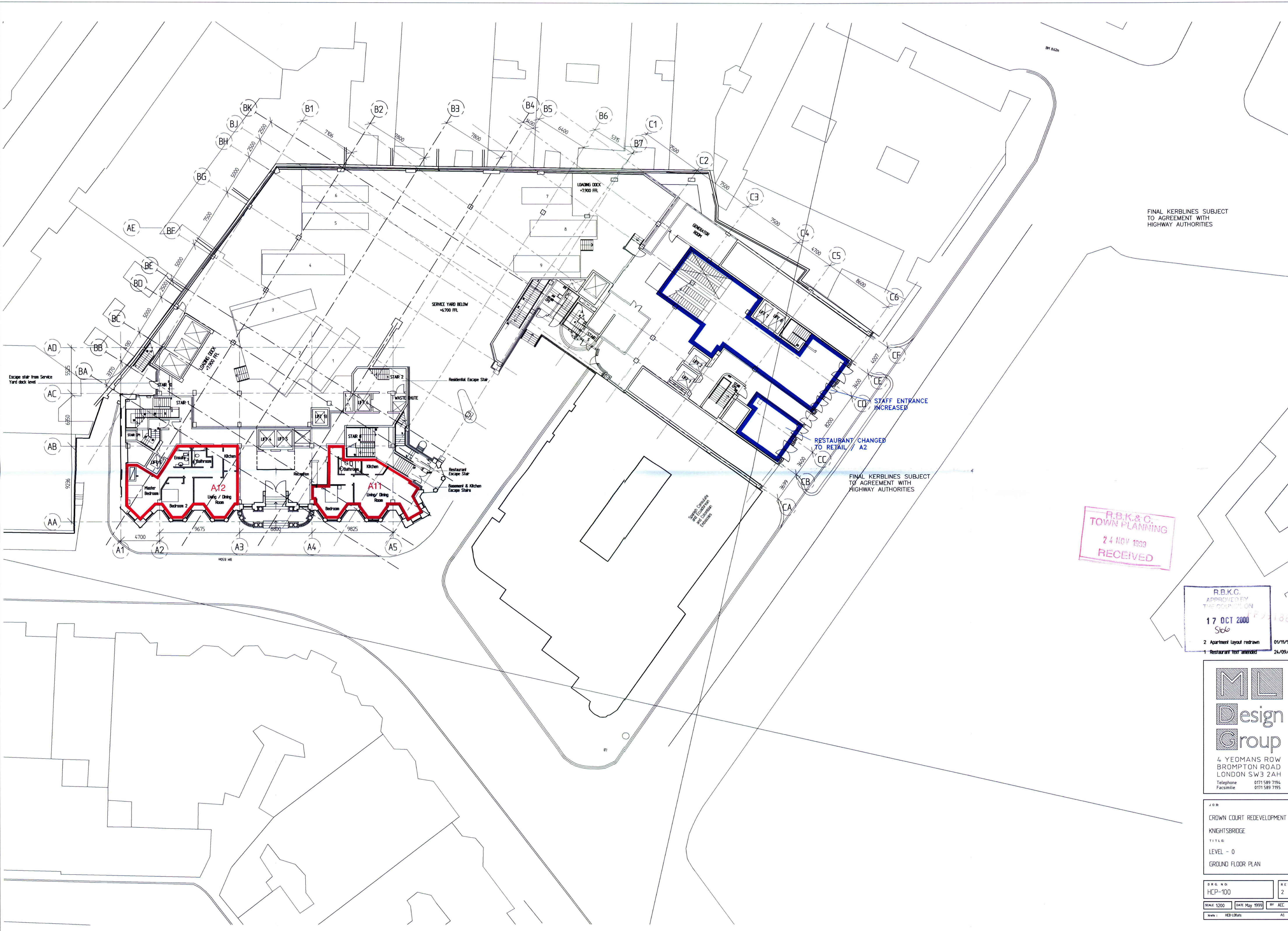
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**Design**  
**Group**

4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 071 589 7194  
Facsimile 071 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
BASEMENT B1 PLAN  
STAFF LOCKERS

DRG NO. HCP-098	REV.
SCALE 1:200	DATE OCT. 97
BY C.P.	DATE
WKS: HCP-01	AL





FINAL KERBLINES SUBJECT TO AGREEMENT WITH HIGHWAY AUTHORITIES

FINAL KERBLINES SUBJECT TO AGREEMENT WITH HIGHWAY AUTHORITIES

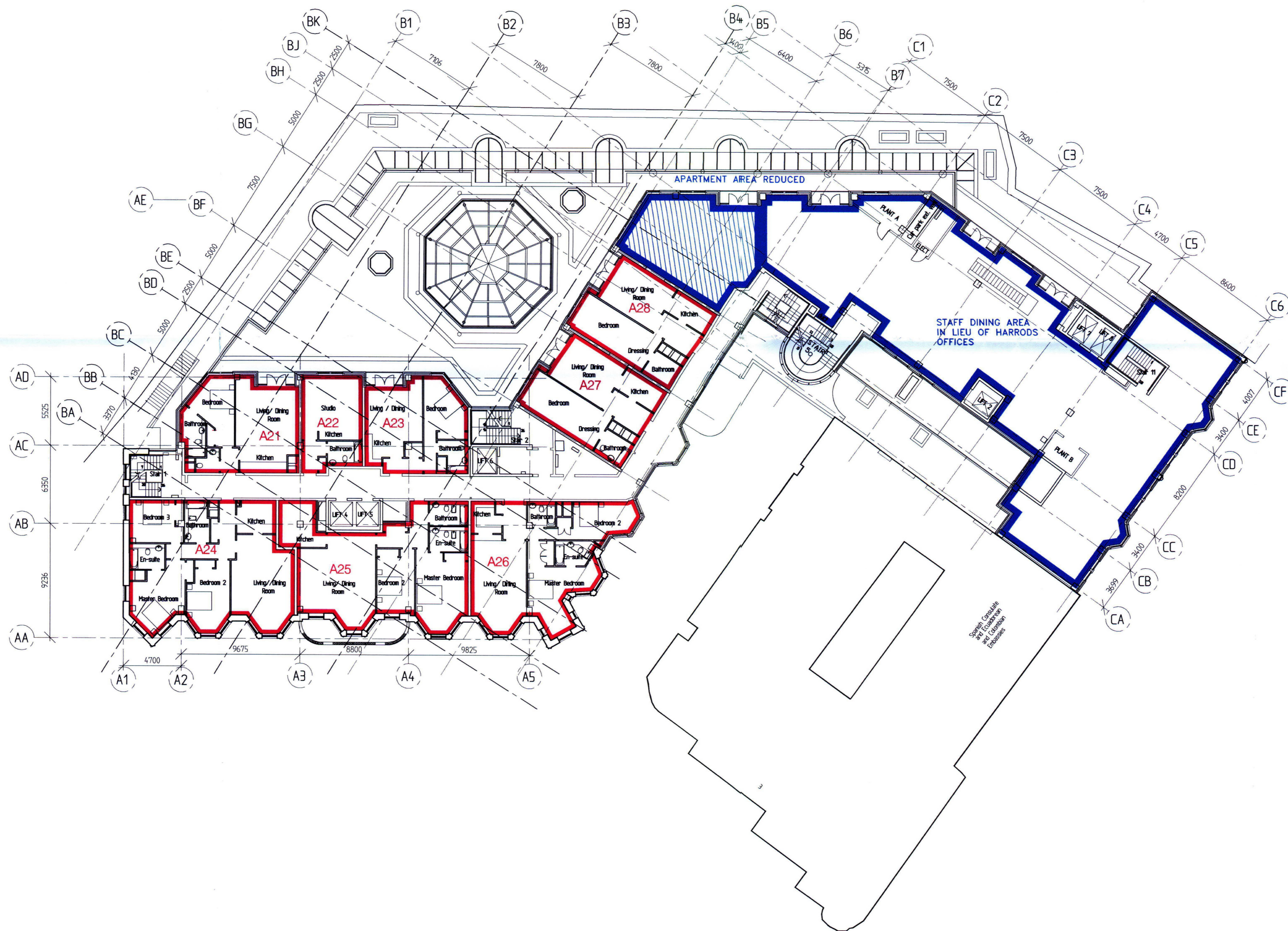
R.B.K. & C.  
TOWN PLANNING  
24 NOV 1999  
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R.B.K.C.  
APPROVED BY THE OCCUPATION  
17 OCT 2000  
Sto  
2 Apartment layout redrawn 01/11/99  
1 Restaurant text amended 24/09/99

**ML**  
**Design**  
**Group**  
4 YEDMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
LEVEL - 0  
GROUND FLOOR PLAN

DWG NO. HCP-100	REV 2
SCALE 1:200	DATE May 1999
BY AEL	
CHK HEB	AT



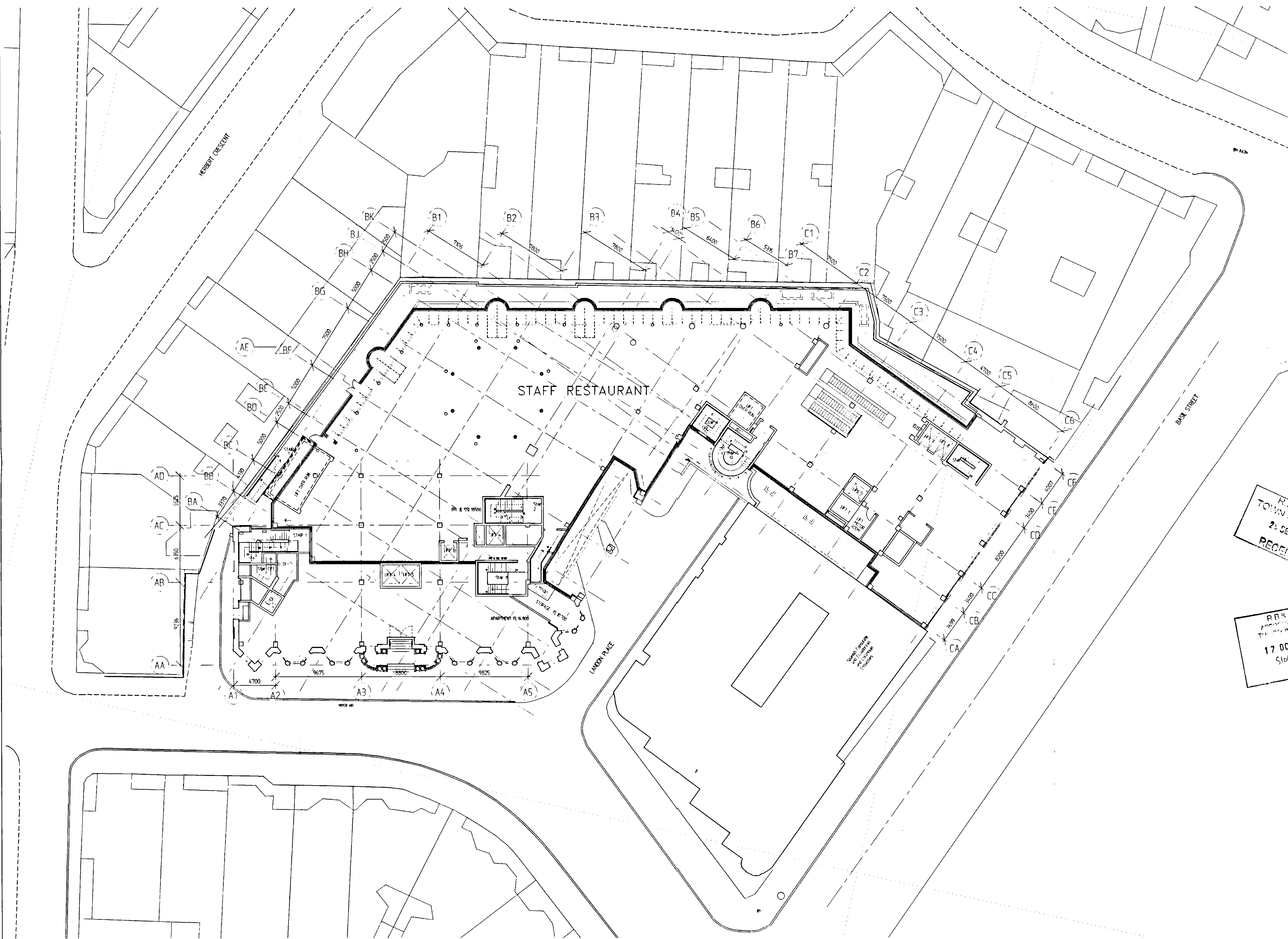
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TOWN PLANNING  
24 NOV 1999  
RECEIVED

17 OCT 2000  
Stob  
1 Apartment layout redaction 01/11/99

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 LONDON SW3 2AH  
 Telephone 0711 589 7194  
 Facsimile 0711 589 7195

JOB:  
 CROWN COURT REDEVELOPMENT  
 KNIGHTSBRIDGE  
 TITLE:  
 LEVEL-2 PLAN

DRG. NO. HCP-102	REV. 1
SCALE 1:200	DATE May 1999
Drawn: HEB-L2/01	BY AEC



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TOWN PLANNING  
25 SEP 1999  
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R.B.K.  
ARCHITECTS  
THE DESIGN GROUP  
17 OCT 2000  
Stob

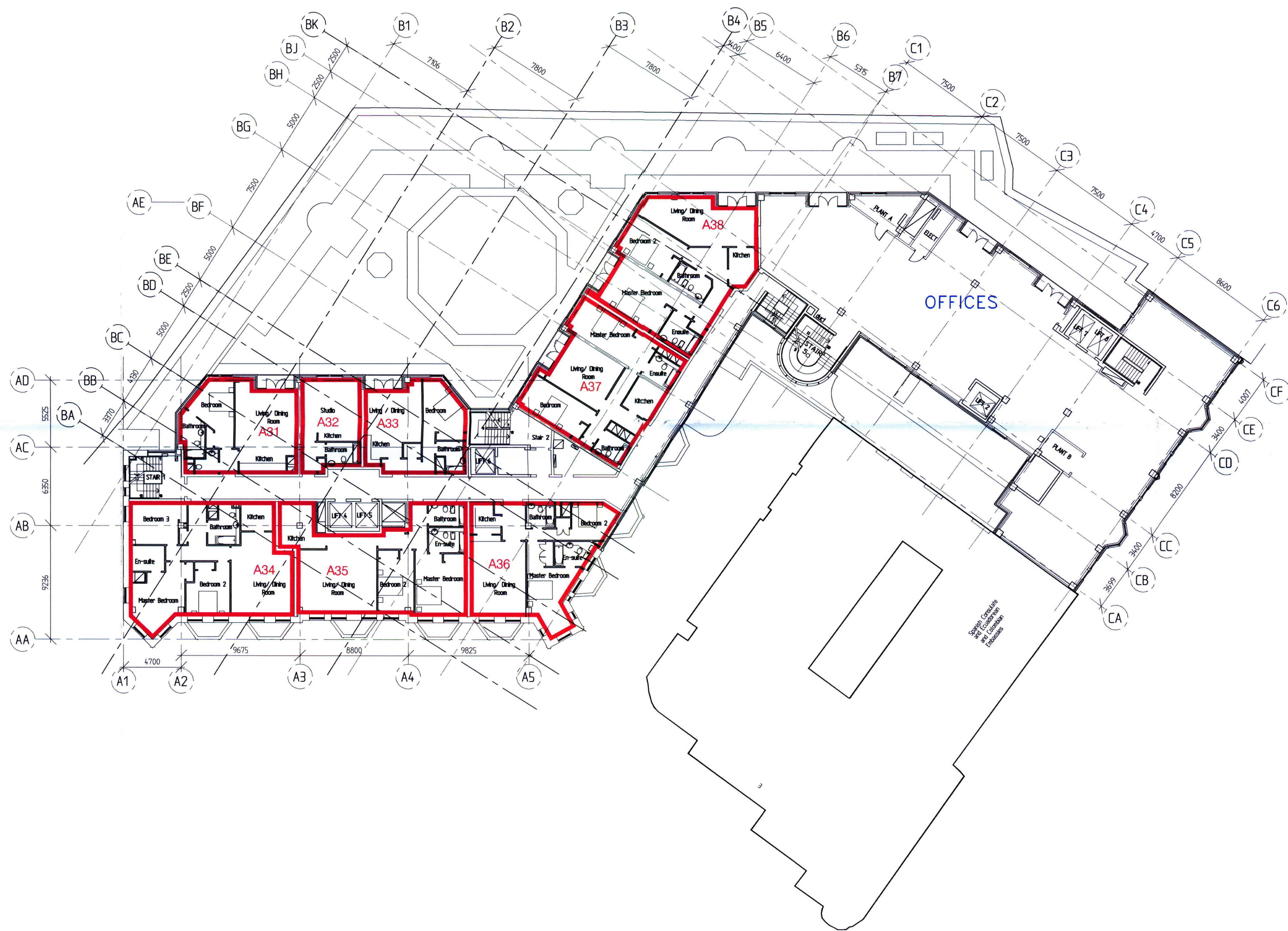
PP291887

**MD**  
**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 7AH  
Telephone 011 589 7194  
Facsimile 011 589 7195

**CROWN COURT REDEVELOPMENT**  
KNIGHTSBRIDGE  
TITLE B  
LEVEL - 1 PLAN

DRAWN	REV
HCP-101	
SCALE 1:200	DATE OCT '97
BY C.P.	AT





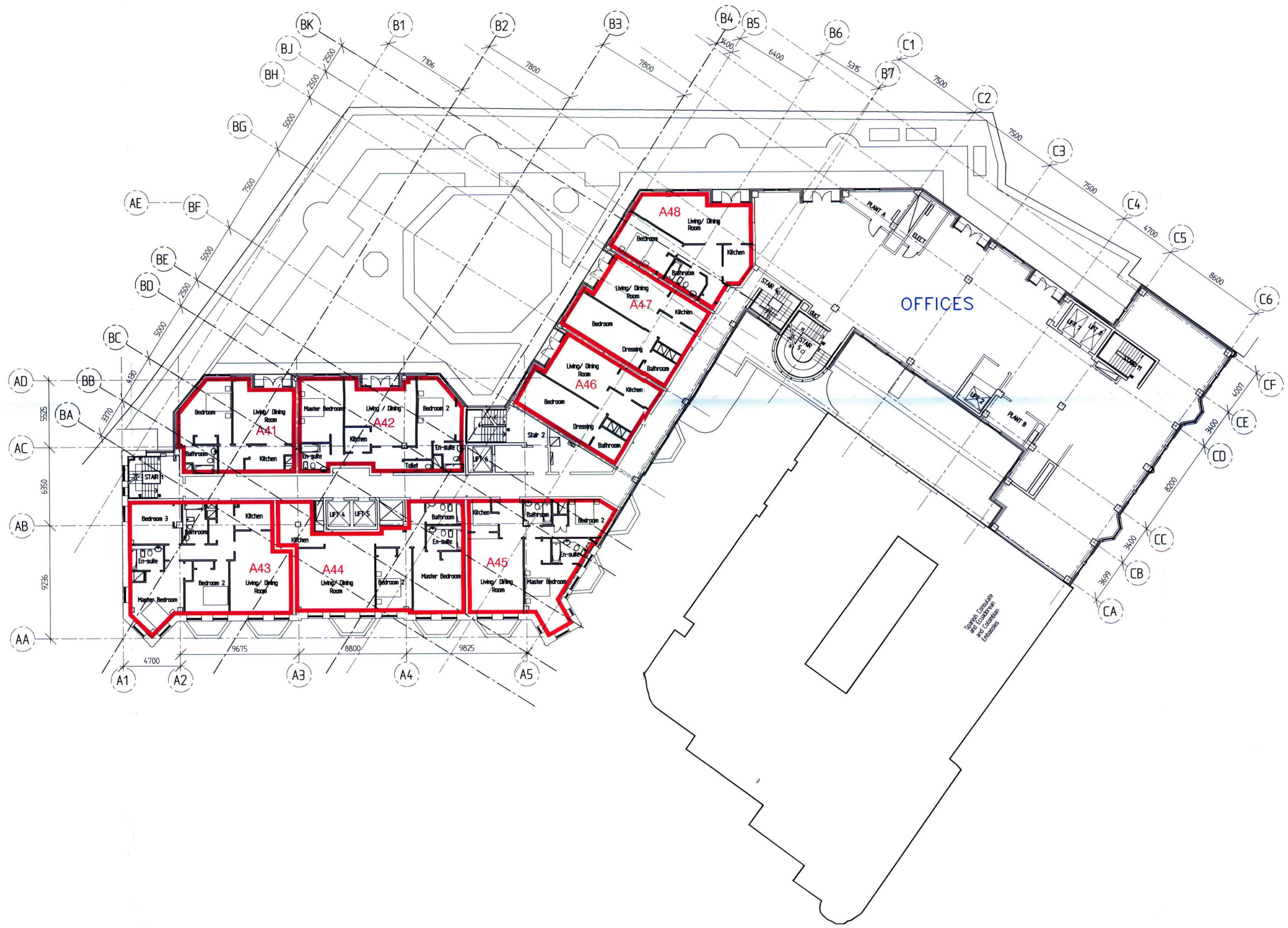
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24 NOV 2000  
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APPROVED  
17 OCT 2000  
S106  
1 Apartment layout redrawn 01/11/99

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**Design Group**  
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LONDON SW3 2AH  
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Facsimile 0171 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
LEVEL-3 PLAN

DRG NO: HCP-103	REV: 1
SCALE 1:200	DATE May 1999
BY AEC	BY AEC
Web: HCB-3.com	A1



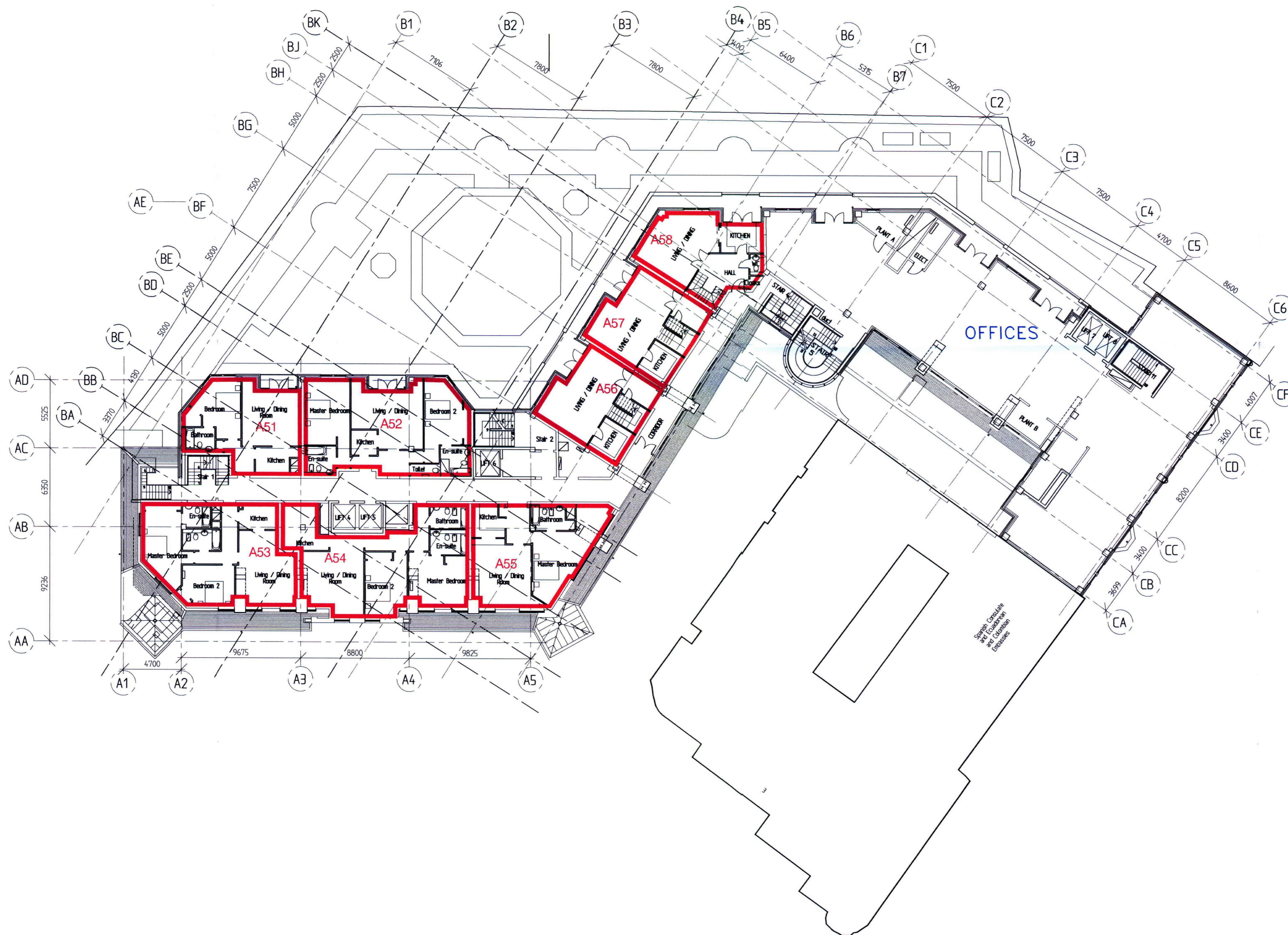
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TOWN PLANNING  
24 NOV 1999  
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APPROVED BY  
THE COMMISSIONER  
17 OCT 2000  
5106  
1 Apartment layout redrawn 01/11/99

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**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone: 0171 589 7194  
Facsimile: 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
LEVEL-4 PLAN

DRG NO: HCP-104	REV: 1
SCALE: 1:200	DATE: May 1999
BY: AEL	DATE: May 1999
DATE: May 1999	BY: AEL
DATE: May 1999	BY: AEL



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TOWN PLANNING  
24 NOV 1999  
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R.B.K.C.  
APPROVED BY  
COUNCIL ON  
17 OCT 2000  
St06  
1P991887A

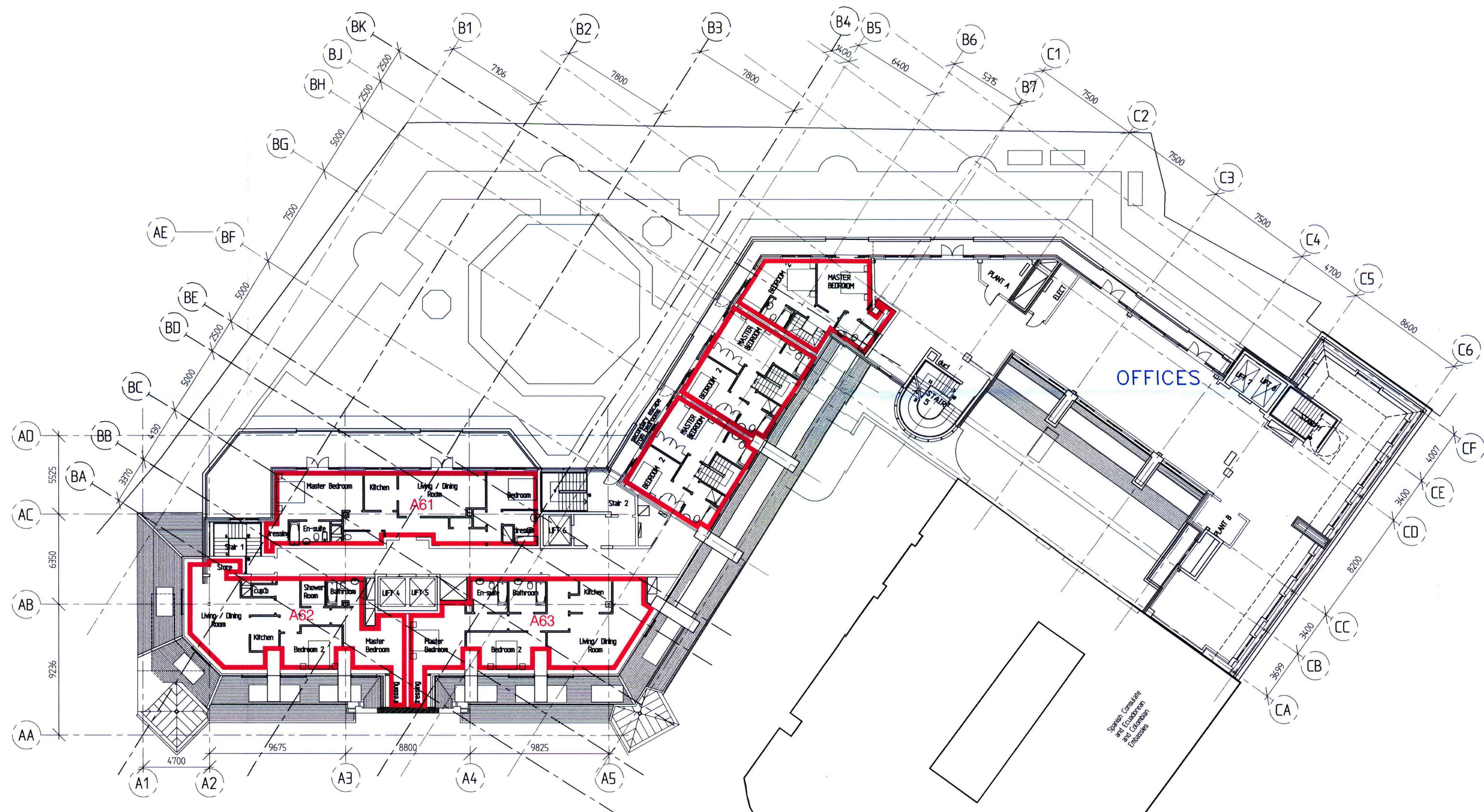
1 Approved layout-plan 01/11/99

**ML**  
**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 011 589 7194  
Facsimile 011 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
LEVEL-5 PLAN

DRG NO. HCP-105	REV. 1
SCALE: 1:200	DATE: May 1999
BY: AEC	BY: AEC

www: HEB15048 A1



NUMBER OF APARTMENTS  
REDUCED FROM 41 TO 37

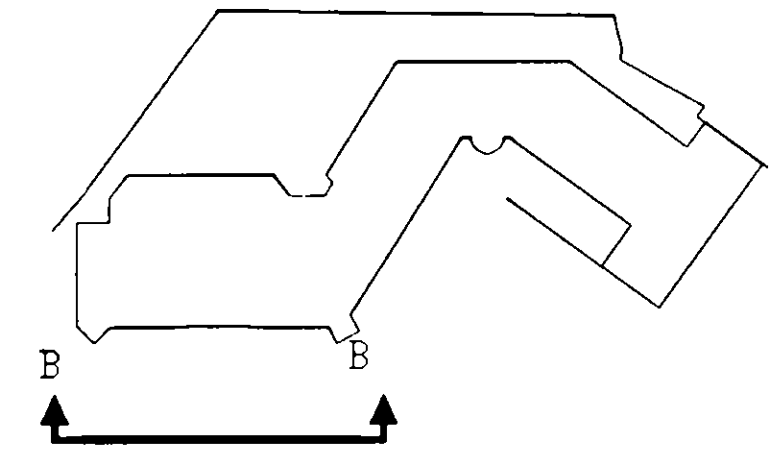
PLANNING  
TOWN PLANNING  
24 NOV 1999  
RECEIVED

R.B.K.C.  
APPROVED BY  
COUNCIL ON  
17 OCT 2000  
Scale  
1 Apartment layout redrawn 01/11/99

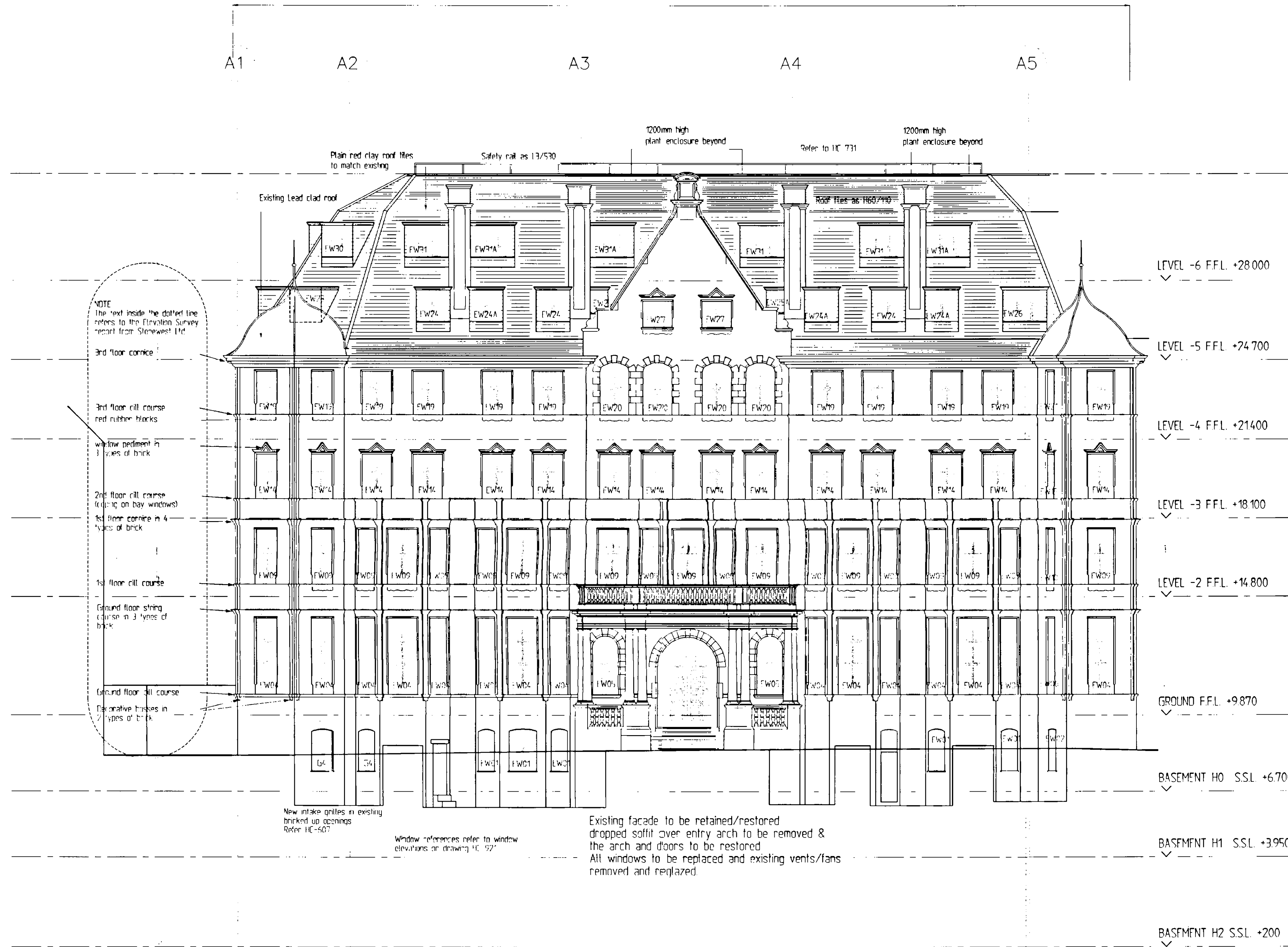
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**Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
LEVEL-6 PLAN

DRG NO. HCP-106	REV. 1
SCALE 1:200 (DATE: May 1999)	BY AEC
www: HCB-Urban	A1



ROOF TO BE DEMOLISHED AND REBUILT AS EXISTING



NOTE  
The text inside the dotted line refers to the Elevation Survey report from Stenevest Ltd

3rd floor cornice

3rd floor sill course red rubber blocks

Window pediment in 3 courses of brick

2nd floor sill course (align on bay windows)

1st floor cornice in 4 courses of brick

1st floor sill course

Ground floor string course in 3 courses of brick

Ground floor sill course  
Decorative bosses in 2 courses of brick

New intake grilles at existing bricked up openings  
Refer HC-507

Window references refer to window elevations on drawing HC-527

Existing facade to be retained/restored  
dropped soffit over entry arch to be removed & the arch and doors to be restored  
All windows to be replaced and existing vents/fans removed and reglazed.

LEVEL -6 F.F.L. +28 000

LEVEL -5 F.F.L. +24 700

LEVEL -4 F.F.L. +21 400

LEVEL -3 F.F.L. +18 100

LEVEL -2 F.F.L. +14 800

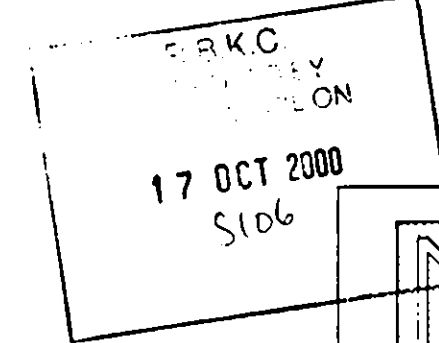
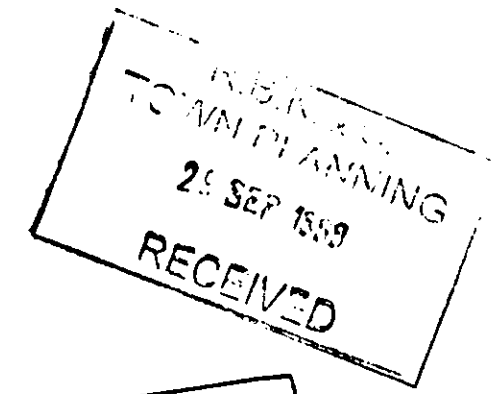
GROUND F.F.L. +9 870

BASEMENT H0 S.S.L. +6 700

BASEMENT H1 S.S.L. +3 950

BASEMENT H2 S.S.L. +200

view B



PP991887

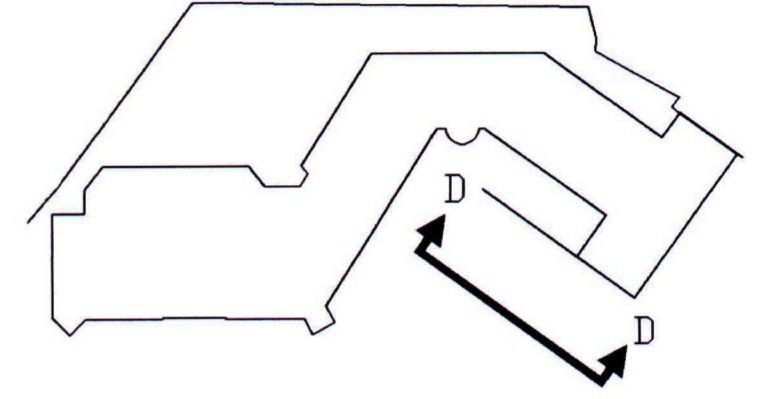
**Design Group**  
 4 YEOMANS ROW  
 BROMPTON ROAD  
 LONDON SW3 2AH  
 Telephone 0171 589 7194  
 Facsimile 0171 589 7195

**CROWN COURT REDEVELOPMENT**  
 KNIGHTSBRIDGE  
 TITLE  
 ELEVATION B  
 HANS CRESCENT

NO CHANGE

DRAWN: HCP-401  
 SCALE: 1/50  
 DATE: OCT '97  
 BY: BP  
 CHECKED: HCB  
 DATE: AL





Elevation D

R.B.K.C.  
TOWN PLANNING  
23 SEP 1999  
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R.B.K.C.  
APPROVED BY  
THE COUNCIL ON  
17 OCT 2000  
S106

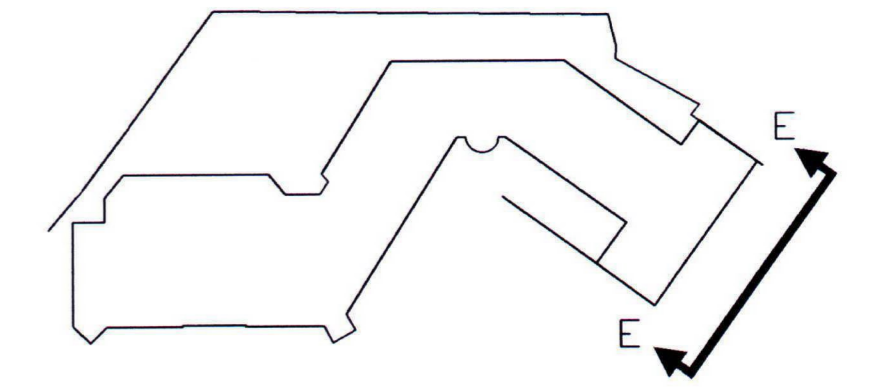
PP991887

**ML**  
**Design**  
**Group**

4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION D  
LANDON PLACE

DRG NO HCP-403	REV
SCALE 1:100	DATE OCT. '97
BY BP	CHK AL



NEW ENTRANCE TO GROUND AND FIRST FLOOR

Elevation E (Basil Street)

R.B.K. & C.  
TOWN PLANNING  
28 SEP 1998  
RECEIVED

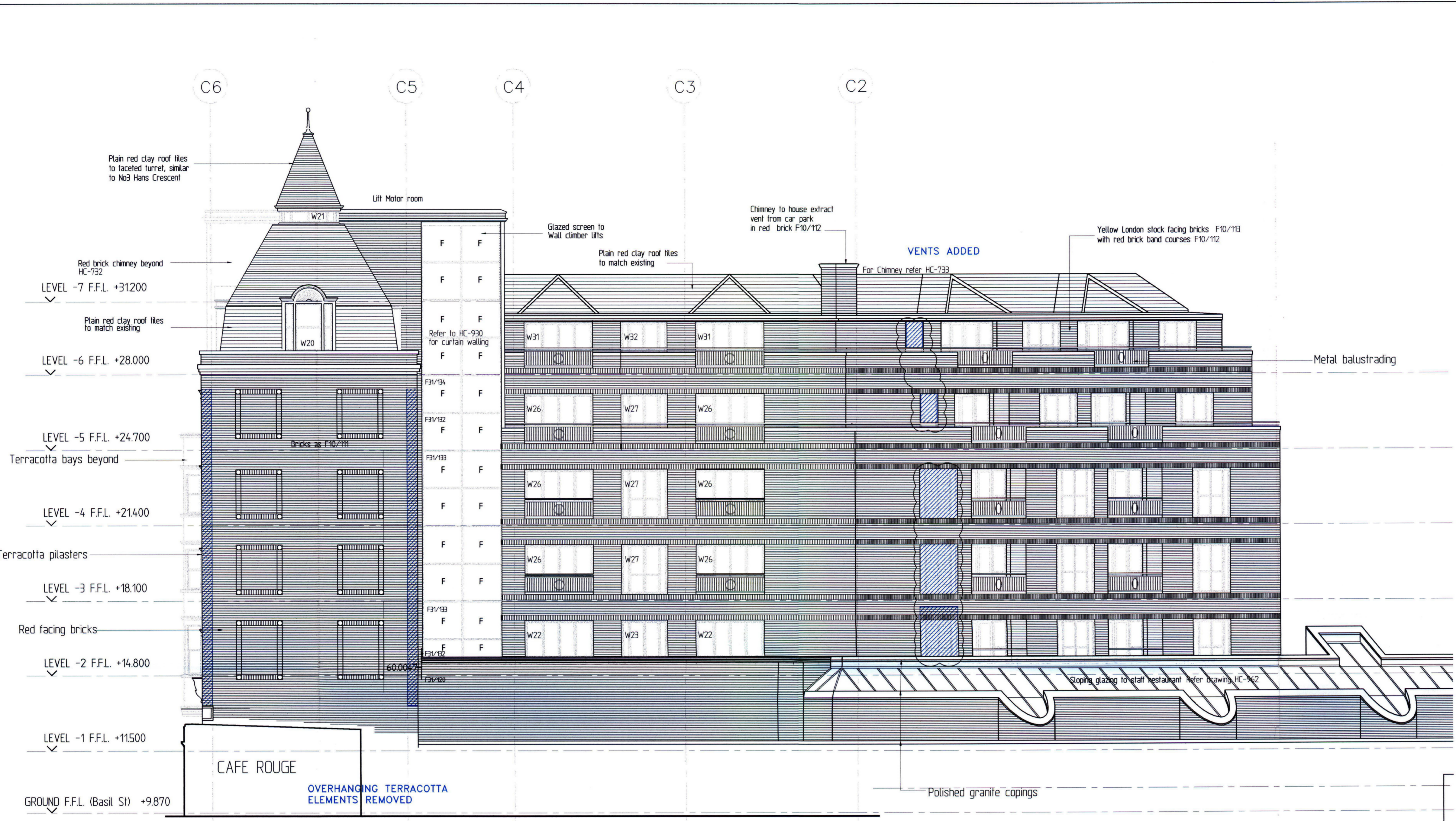
R.B.K.C.  
APPROVED BY THE COMMISSION  
17 OCT 2000  
St6  
PP991887

**ML**  
**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION E  
BASIL STREET

DRG NO HCP-404	REV
SCALE 1:50	DATE FEB 99
BY MS	AL





Elevation F

R.B.K. & C.  
TOWN PLANNING  
2. SEP 1998  
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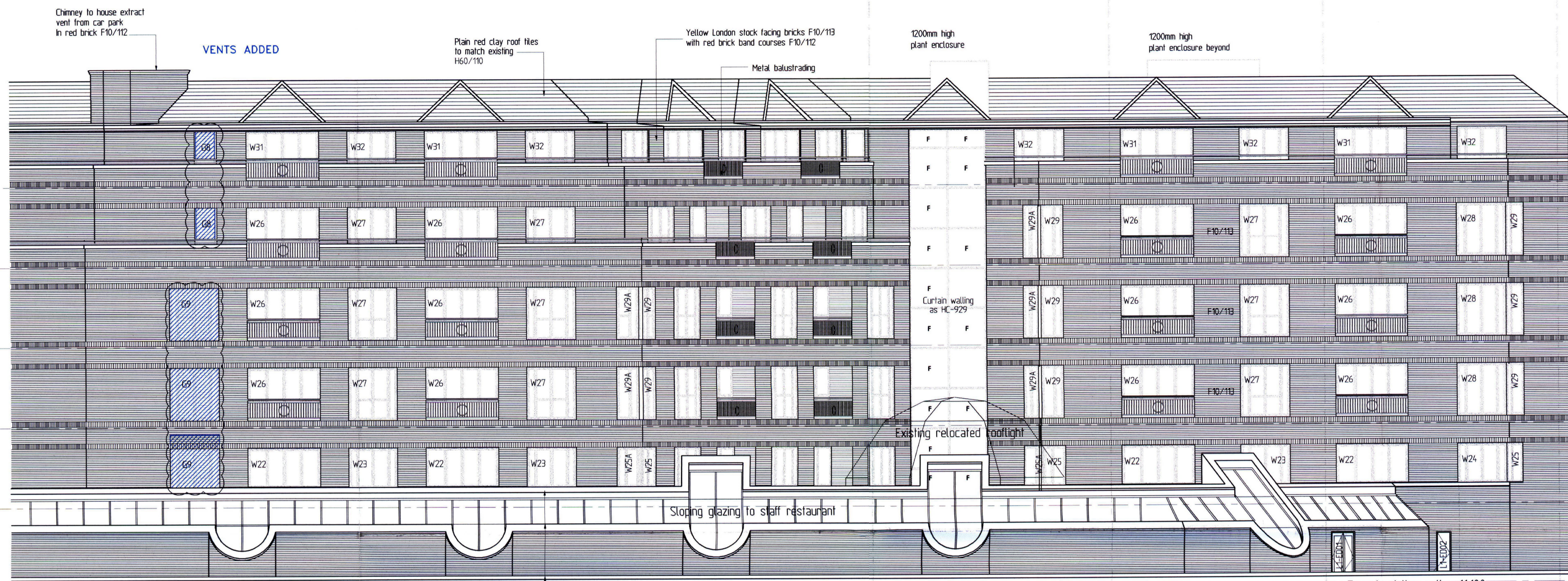
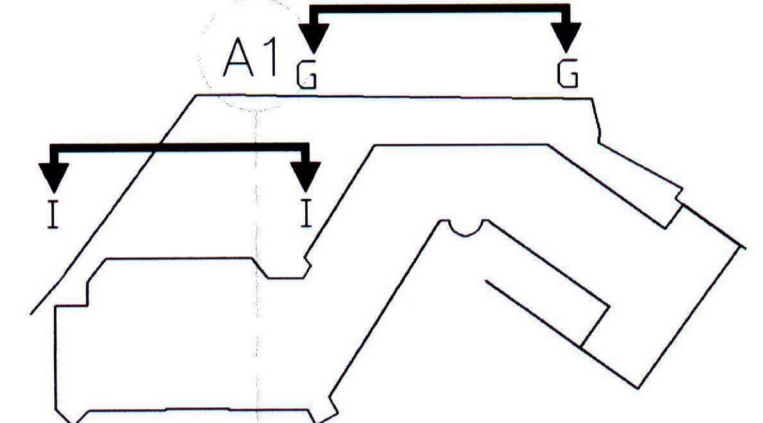
R.B.K.C.  
APPROVED BY  
TOWN COUNCIL ON  
17 OCT 2000  
Side  
PP 991887

**ML**  
**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION F  
GARDEN COURT

DRG. NO. HCP-405	REV.
SCALE 1:100	DATE OCT. '97
BY BP	AI

A5 A4 A3 A2



Top of existing wall = 10.360 Top of existing wall = 11.020 Top of existing wall = 10.840 Top of existing wall = 11.100

Elevation G

Elevation I

LEVEL -2 F.F.L. +14.800  
GROUND F.F.L. (Hans Crescent) +9.870  
T.O.B. +7.900

Elevation I  
(Obscured by Boundary wall)

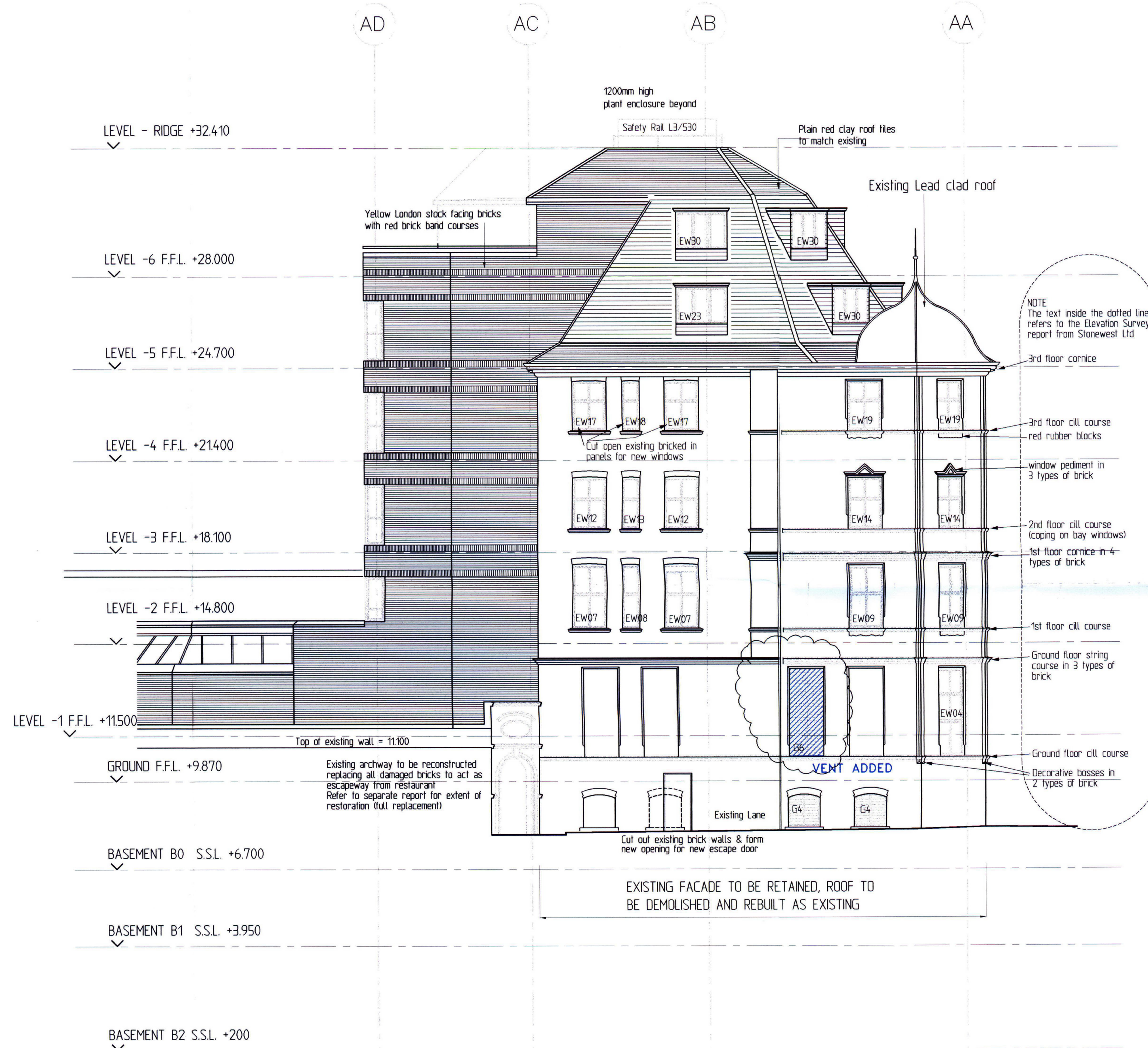
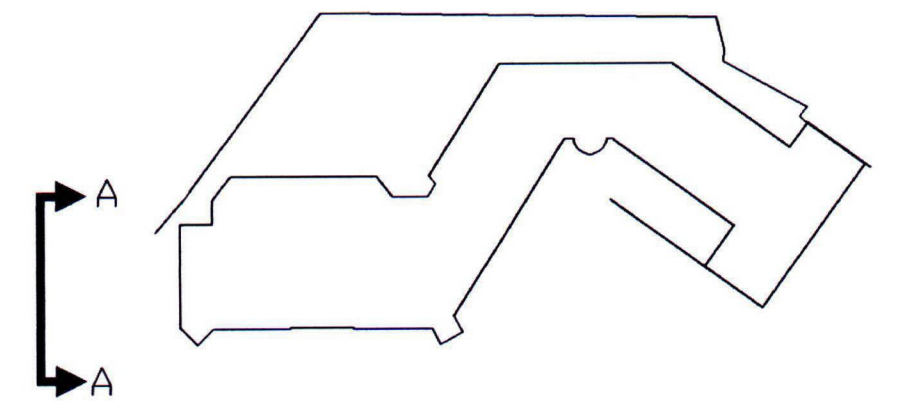
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TOWN PLANNING  
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17 OCT 2000  
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JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION G & I  
GARDEN COURT

DRG No: HCP-406  
SCALE: 1/100 DATE: OCT. 97 BY: BP  
Rev: HCE-FBI AI



view A

R.B.K. & C.  
TOWN PLANNING  
29 SEP 1999  
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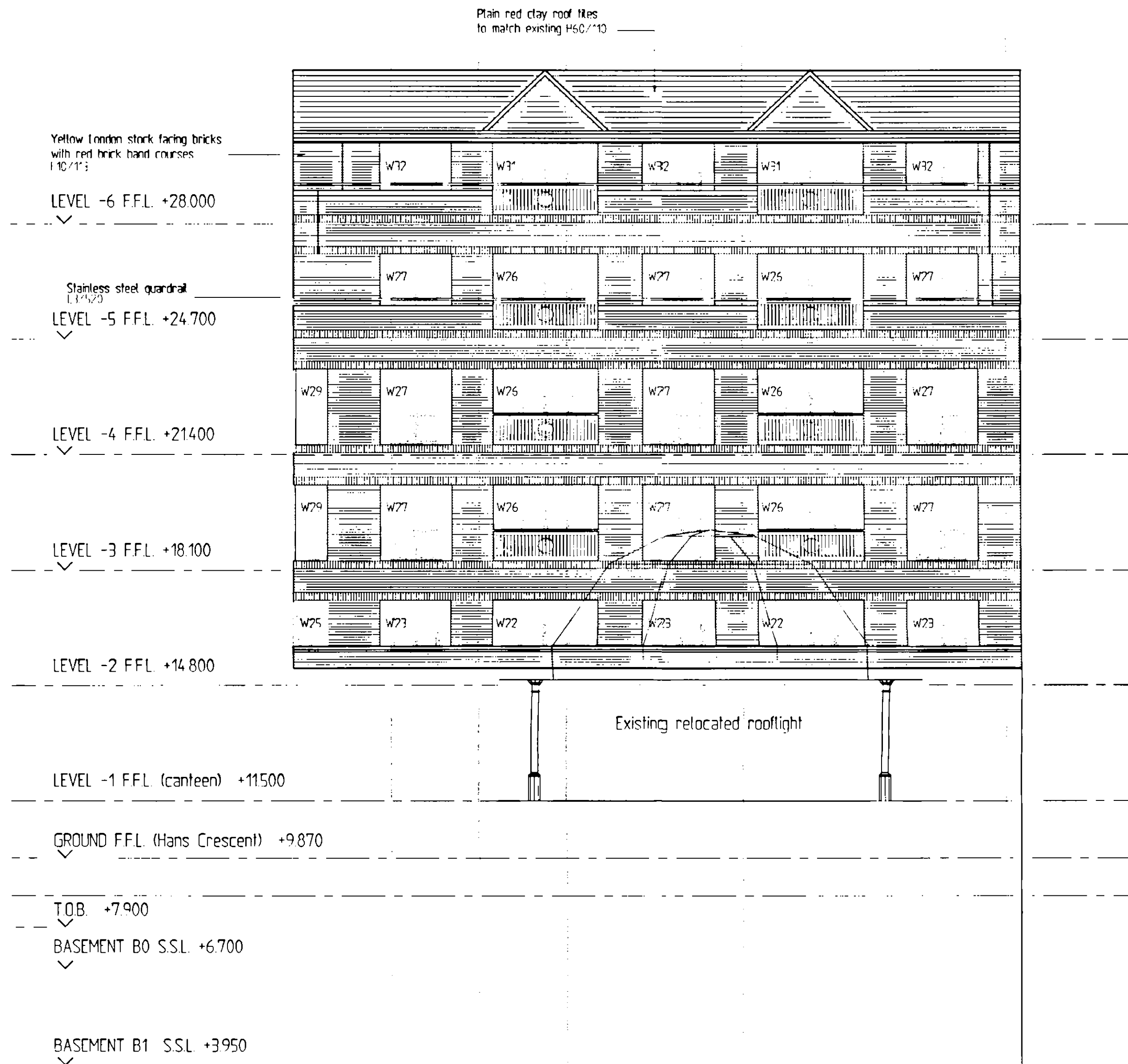
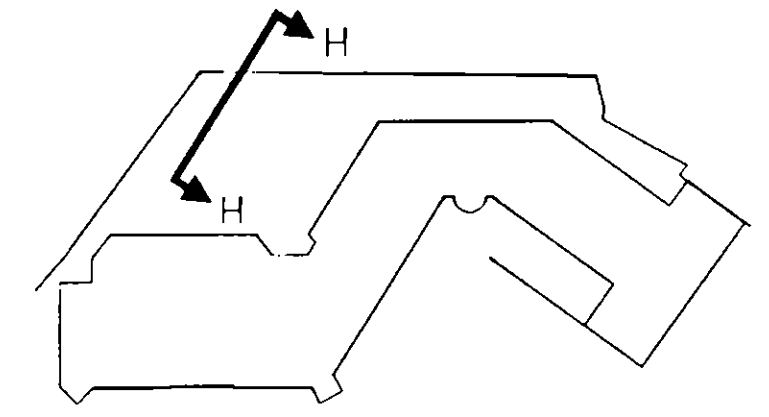
R.B.K.C.  
APPROVED BY  
THE COUNCIL ON 17 OCT 2000  
PP991887  
S106

**ML**  
**Design Group**  
4 YEOMANS ROW  
BROMPTON ROAD  
LONDON SW3 2AH  
Telephone 0171 589 7194  
Facsimile 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION A  
HANS CRESCENT

DRG NO HCP-408	REV
SCALE 1:100	DATE OCT. '97
BY BP	CHK AL

BK BJ BH BG BF



Elevation H

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TOWN PLANNING  
28 SEP 1999  
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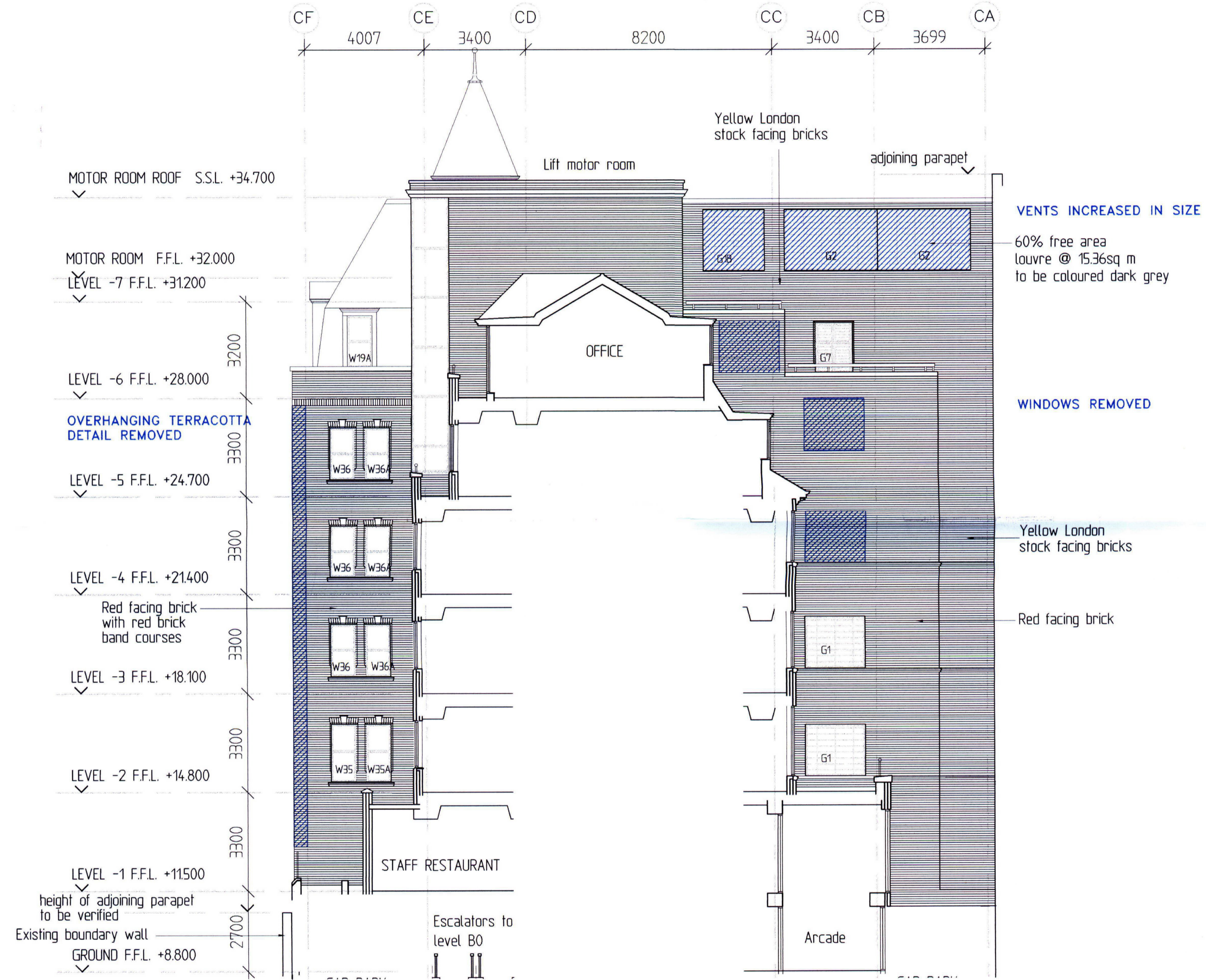
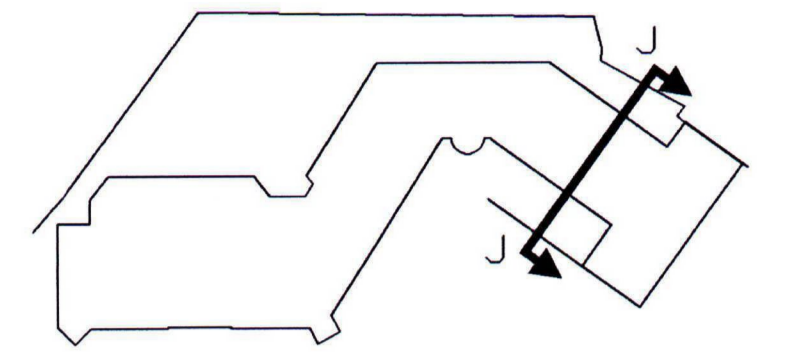
P.B.K.C.  
APPROVED BY  
THE COUNCIL  
17 OCT 2000  
S106  
PP991887

**ML**  
**Design Group**  
4 YEOMANS ROW  
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LONDON SW3 2AH  
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Facsimile 0171 589 7195

JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
ELEVATION H  
GARDEN COURT

NO CHANGE

DRAWN  
HCP-409  
SCALE 1:100  
DATE OCT '97  
BY GWH  
REV  
ALL



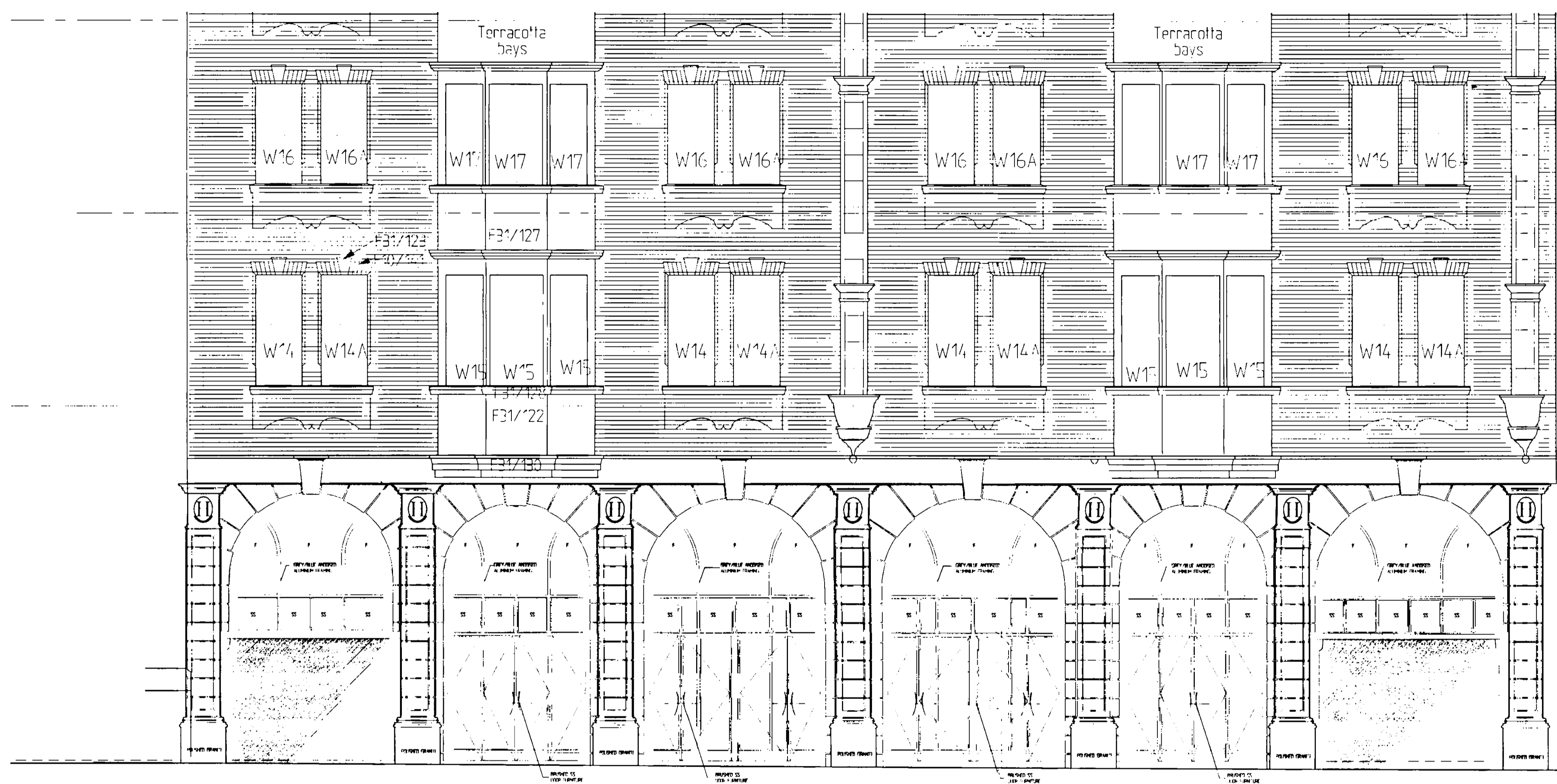
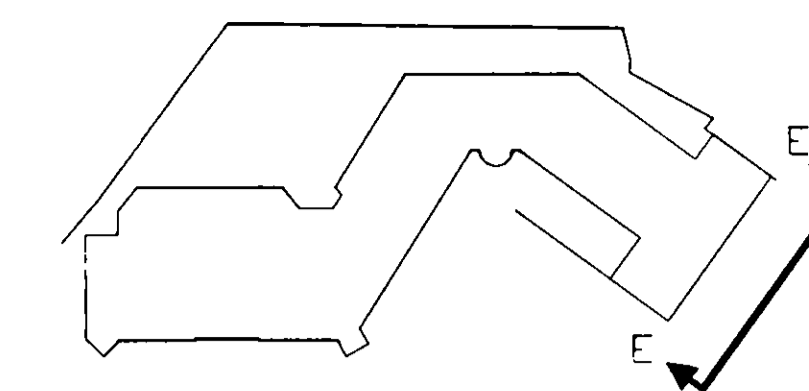
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THE C  
17 OCT 2000  
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Facsimile 0171 589 7195

JOB:  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE:  
ELEVATION J  
BASIL STREET REAR ELEVATION

DRG. NO. HCP-410	REV.
SCALE 1:100	DATE 06-06-97
BY BP	AL



Red facing brick

LEVEL -3 F.F.L. +18.100

LEVEL -2 F.F.L. +14.800

LEVEL -1 F.F.L. +11.500

GROUND F.F.L. +8.700

R.B.K. & C.  
TOWN PLANNING  
25 SEP 1999  
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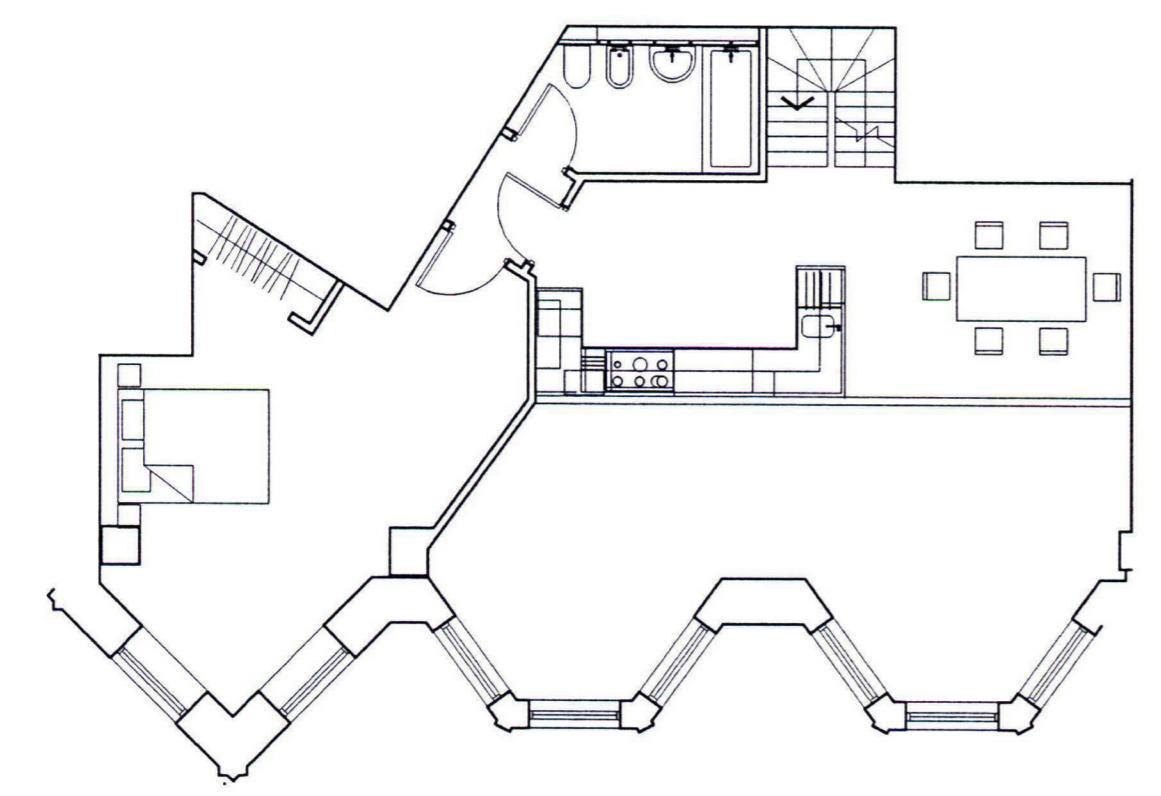
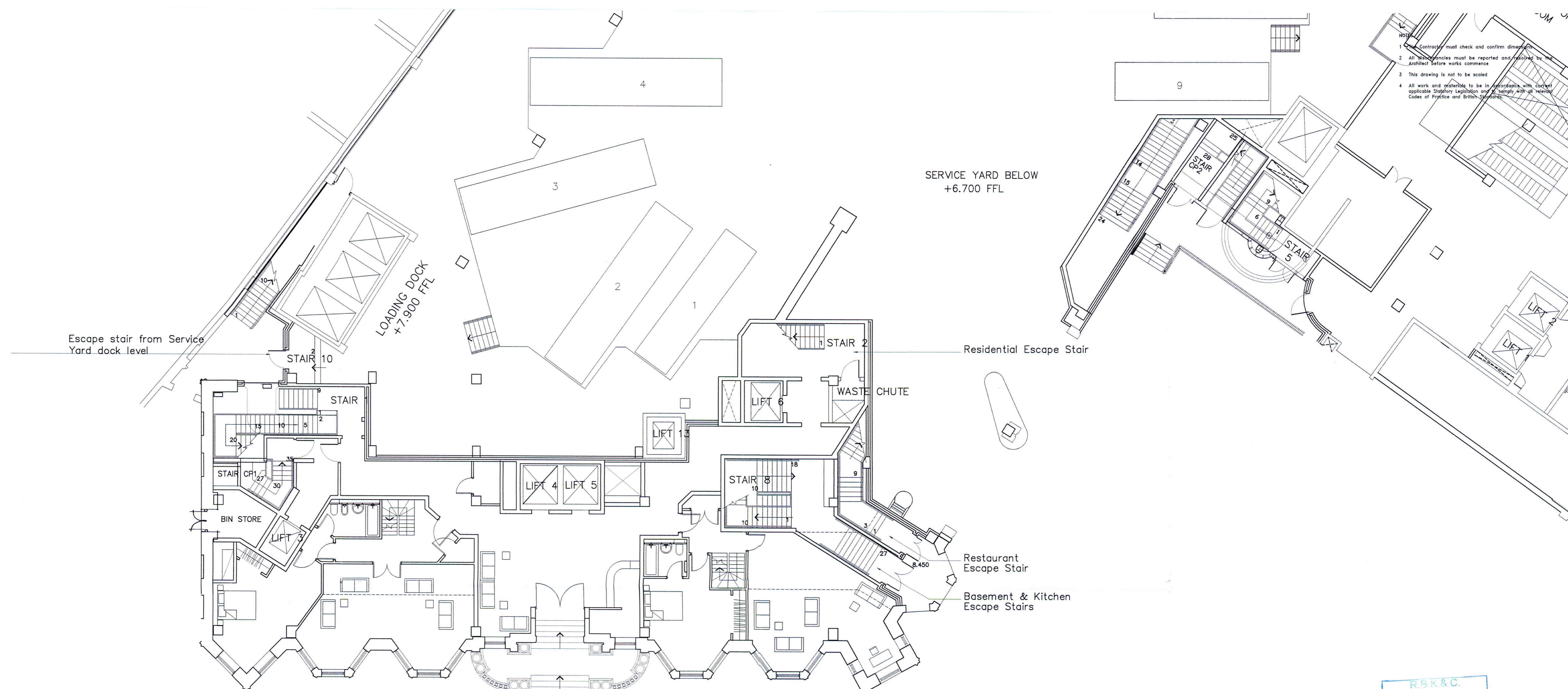
PP 991887  
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**Group**  
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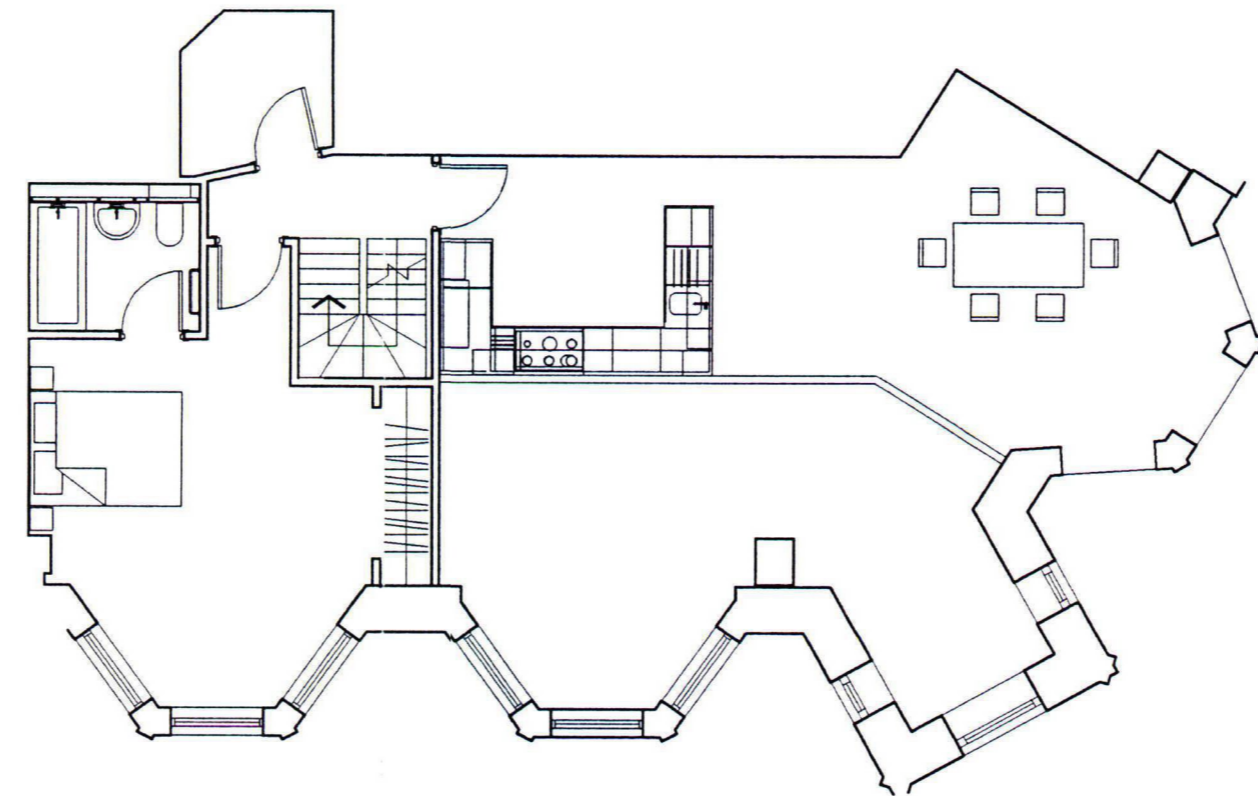
JOB  
CROWN COURT REDEVELOPMENT  
KNIGHTSBRIDGE  
TITLE  
PART ELEVATION E  
BASEL STREET

DRG NO HCP-413	REV
SCALE 1:50	DATE SEPT '99
BY gph	CHK
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2. All discrepancies must be reported and resolved by the Architect before works commence.
3. This drawing is not to be scaled.
4. All work and materials to be in accordance with current applicable Statutory Legislation and comply with all relevant Codes of Practice and British Standards.



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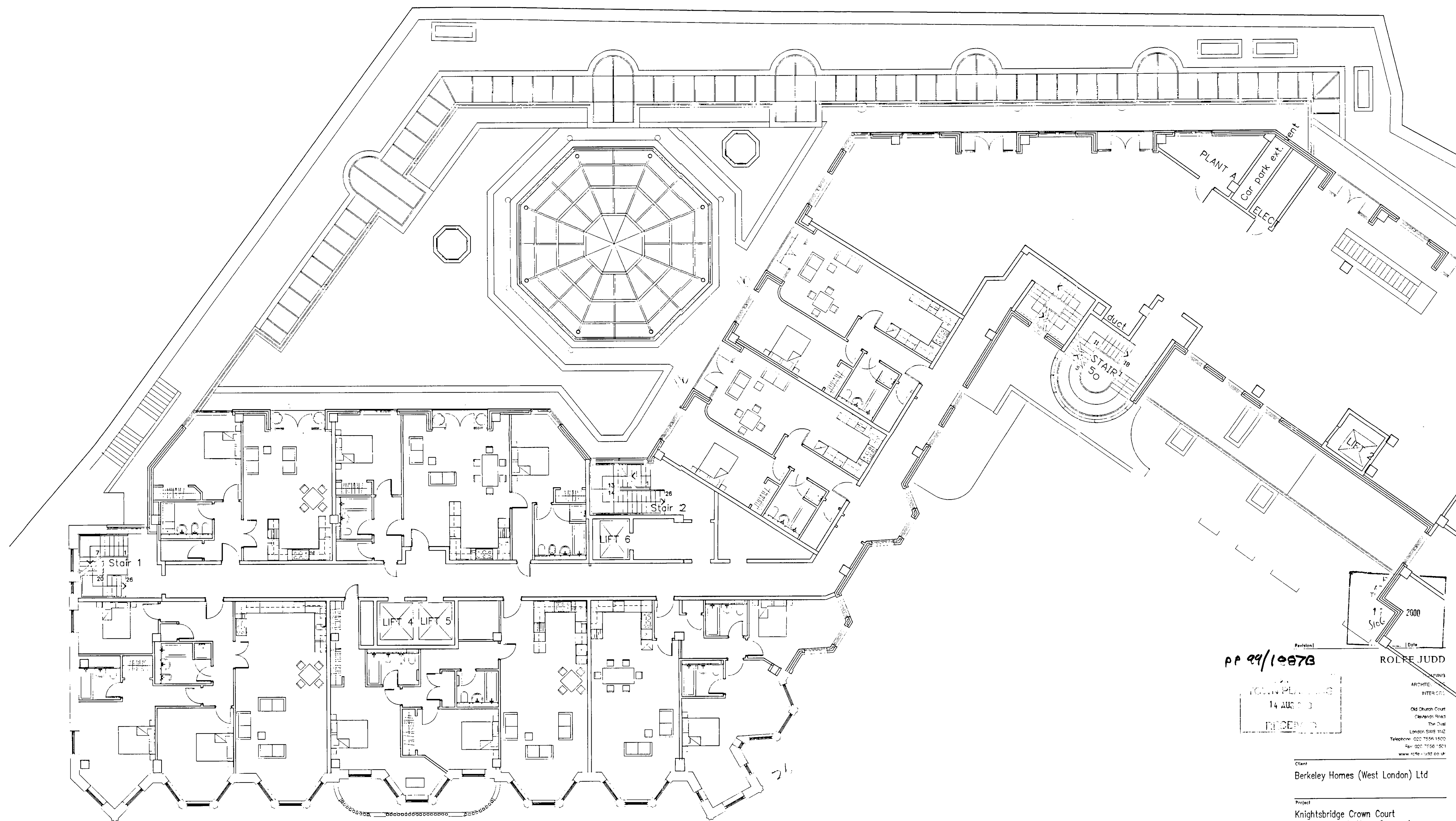
Project  
Knightsbridge Crown Court  
Redevelopment, Hans Crescent

Drawing  
Residential Layout  
Level 0

Scale 1/100	Date July 00	Drawn DJW
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Drawing No 3648/A20P00	Revision
CAD Ref No LEVEL0	
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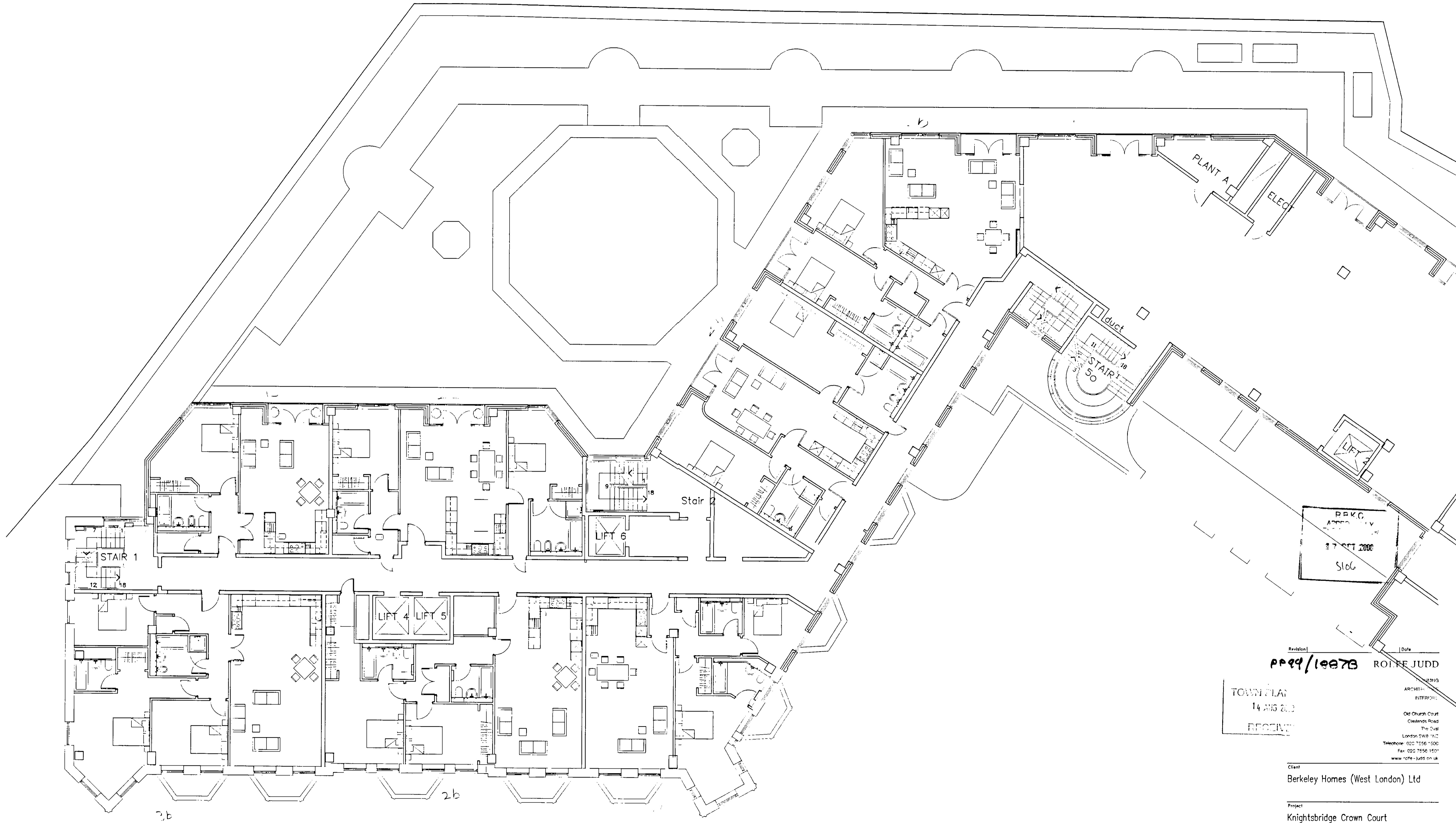
Drawing: Residential Layout  
Level 2

Scale: 1/100	Date: July 00	Drawn: DJW
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Drawing No: 3648/A20P02	Revision:
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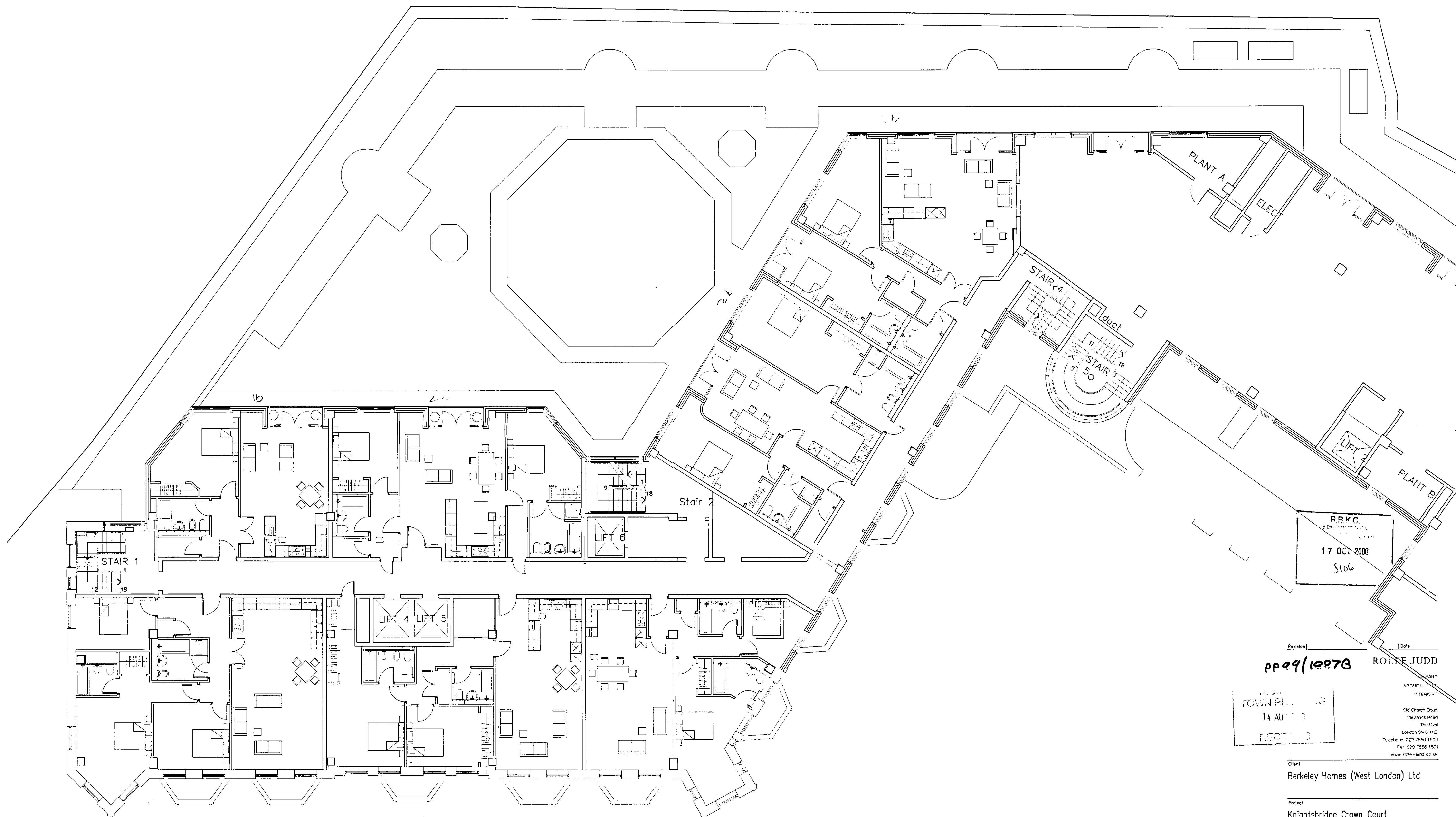
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Drawing  
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 Level 3

Scale	Date	Drawn
1/100	July 00	DJW
Drawing No	Date	Revision
3648/A20P03		
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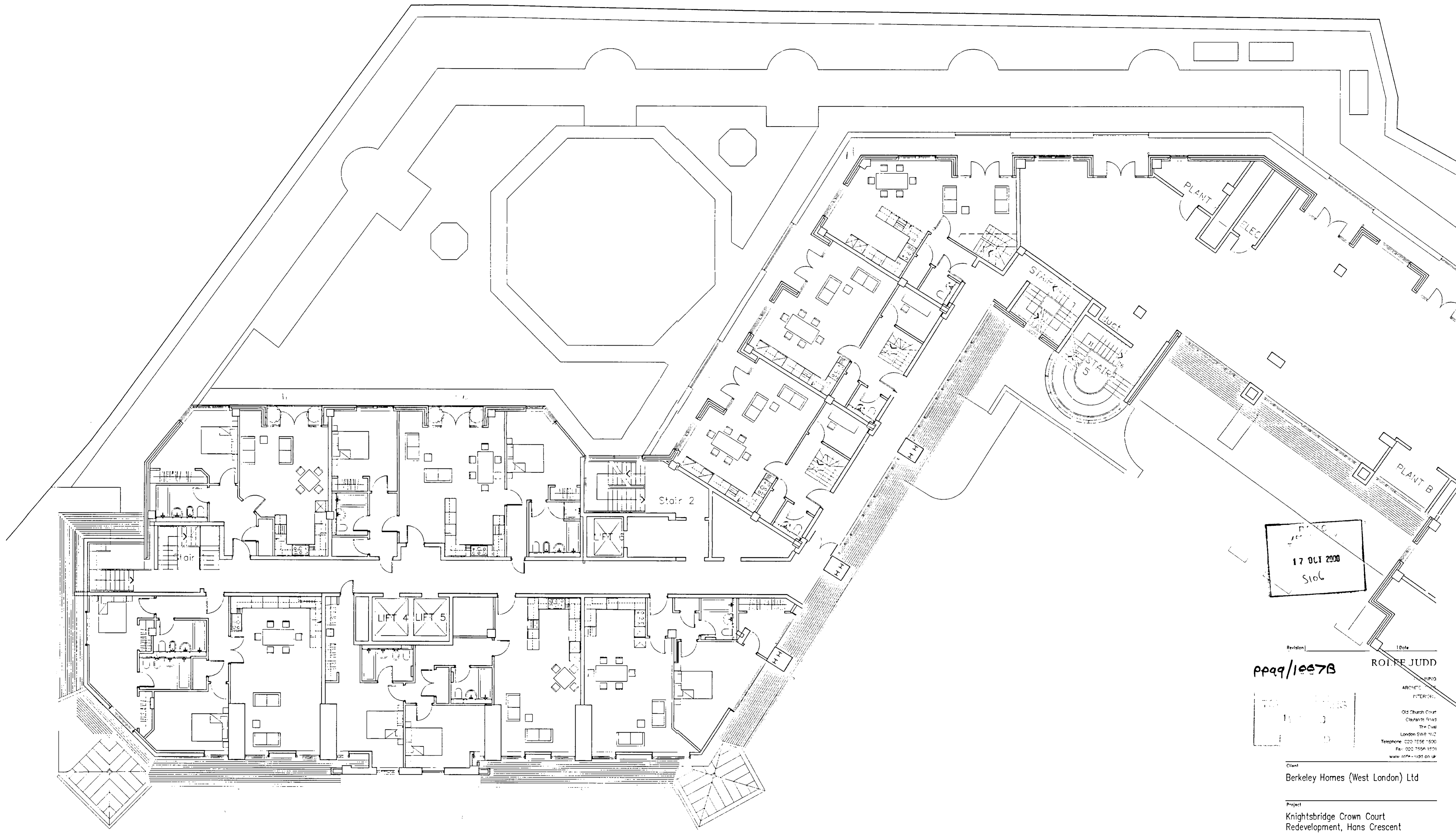
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Project  
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 Redevelopment, Hans Crescent

Drawing  
 Residential Layout  
 Level 4

Scale	Date	Drawn
1/100	July 00	DJW
Drawing No	Revision	
3648/A20P04		
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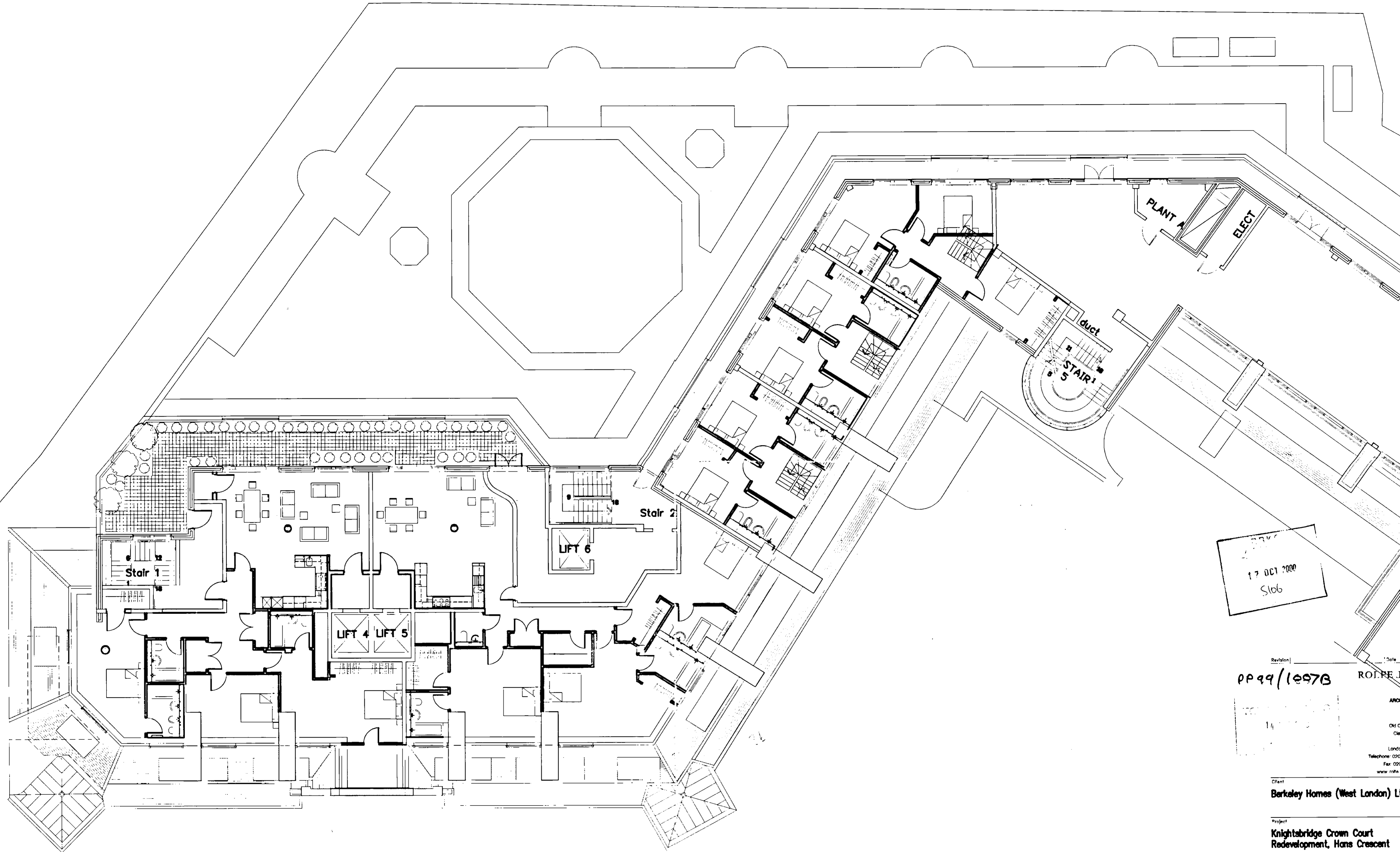
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Drawing:  
 Residential Layout  
 Level 5

Scale	Date	Drawn
1/100	July 00	DJW

Drawing No	Revision
3648/A20P05	
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Drawing  
**Residential Layout  
 Level 6**

Scale <b>1/100</b>	Date <b>July 00</b>	Drawn <b>D.J.W.</b>
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Drawing No. <b>3648/A20P06</b>	Revision
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