

DATED

13 SEPTEMBER

2023

(1) GML (HIGHGATE ROAD) LIMITED

-and-

(2) INVESTEC BANK PLC

-and-

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

DEED OF VARIATION

pursuant to section 106A of the Town and Country Planning
Act 1990 (as amended) relating to the agreement dated 4 October 2021
between the Mayor and the Burgesses of the London Borough of Camden,
GML (Highgate Road) Limited and Investec Bank Plc
as amended by the Deed of Variation entered into on 2 March 2023
relating to development at premises known as

**19 TO 35 (ODD NUMBERS) AND LAND FORMERLY THE SITE OF 37 HIGHGATE ROAD,
ST PANCRAS LONDON NW5 1JY**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5680

G:\case files\culture & env\planning\hm\s106 Agreements\19-37 Highgate Road (DoV)
CLS/COM/HM/1800.2179
DoV v1 2023/1356/P

THIS DEED is made on the 13th day of September 2023

BETWEEN

1. **GML (HIGHGATE ROAD) LIMITED** (Co. Regn. No. 13177535) whose registered office is at 9 Bonhill Street, London EC2A 4DJ (hereinafter called "the Owner") of the first part
2. **INVESTEC BANK PLC** (Co. Regn. No. 489604) whose registered office is at 30 Gresham Street, London EC2V 7QP (hereinafter called "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 called "the Council") of the third part

1. WHEREAS:

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL167546 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of section 106 of the Act.
- 1.3 The Owner, the Mortgagee and the Council entered into the Original Agreement on 4 October 2021 pursuant to section 106 of the Act.
- 1.4 The Owner, the Mortgagee and the Council entered into the First Deed of Variation on 2 March 2023 pursuant to section 106 and section 106A of the Act in relation to the First Variation Application and the Council granted the First Variation Permission on 2 March 2023.
- 1.5 The Second Variation Application was submitted to the Council pursuant to section 73 of the Act under planning application reference number 2023/1288/P and validated on 4 April 2023 and the Council has conditionally resolved to grant the Second Variation Permission subject to the conclusion of this Deed.

- 1.6 The Council is the local planning authority for the purposes of the Act and is the local authority for the purposes of section 16 of the Greater London Council (General Powers) Act 1974 section 111 of the Local Government Act 1972 and section 1(1) of the Localism Act 2011 for the area in which the Property is situated and considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Deed.
- 1.7 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as provided in this Deed.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Deed.
- 2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 2.6 References in this Deed to the Owner and Mortgagee shall include their successors in title.
- 2.7 In this Deed the following expressions shall unless the context otherwise states have the following meanings:

2.7.1 "Deed"	this Deed of Variation made pursuant to section 106A of the Act
2.7.2 "Existing Agreement"	the Original Agreement as varied by the First Deed of Variation
2.7.3 "First Deed of Variation"	the Deed of Variation made pursuant to sections 106 and 106A of the Act entered into between the Council, the Mortgagee and the Owner dated 2 March 2023
2.7.4 "First Variation Application"	the application to which the Council allocated reference number 2022/1603/P submitted pursuant to section 73 of the Act by the Owner to the Council to vary the Original Planning Permission
2.7.5 "First Variation Permission"	the planning permission granted by the Council pursuant to the First Variation Application on 2 March 2023
2.7.6 "Original Agreement"	the agreement entered into between the Council, the Mortgagee and the Owner pursuant to section 106 of the Act dated 4 October 2021
2.7.7 "Original Planning Permission"	means the planning permission granted by the Council on 18 June 2014 referenced 2013/5947/P (as amended by 2015/3151/P, 2016/0936/P, 2017/0363/P, 2017/0518/P and 2021/5384/P and 2022/0929/P)

2.7.8 "Second Variation
Application"

the application to which the Council has allocated reference number 2023/1288/P submitted pursuant to section 73 of the Act by the Owner to the Council to vary the First Variation Permission

2.7.9 "Second Variation
Permission"

the planning permission granted pursuant to the Second Variation Application

3. VARIATION TO THE ORIGINAL AGREEMENT

3.1 The following definitions contained in the Existing Agreement shall be varied and supplemented as follows:

3.1.1 "Development"

development of the Property pursuant to the Planning Permission

3.1.2 "Second Section 73
Planning Permission"

the planning permission subject to conditions granted by the Council pursuant to planning application ref no. 2023/1288/P

3.1.3 "Planning Permission"

the Original Planning Permission, Section 73 Planning Permission and Second Section 73 Planning Permission

3.1.4 "the Highgate Road
Development"

the development of the Property pursuant to the Section 73 Planning Permission and Second Section 73 Planning Permission and for the avoidance of doubt excluding the Centre for Independent Living at Greenwood Place

3.2 In all other respects the Existing Agreement shall continue in full force and effect.

4. COMMENCEMENT

- 4.1 The provisions in this Deed shall take effect on the grant of the Second Variation Permission except for clause 3, which shall take effect on the date of Implementation of the Second Variation Permission.

5. PAYMENT OF THE COUNCIL'S LEGAL COSTS

- 5.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its legal costs of £3,000 incurred in respect of the preparation and completion of this Deed.

6. REGISTRATION AS LOCAL LAND CHARGE

- 6.1 This Deed shall be registered as a Local Land Charge.

7. MORTGAGEE

- 7.1 The Mortgagee hereby:
- 7.1.1 consents to the completion of this Deed;
 - 7.1.2 agrees to be bound by this Deed and to the same being registered at the Land Registry; and
 - 7.1.3 agrees to be bound by the obligations contained in this Deed only in the event that it becomes a mortgagee in possession of the Property.
- 7.2 The obligations contained in this Deed shall not be enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Property or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee mortgagee or receiver unless and until such chargee mortgagee receiver or person has entered into possession of the Property or part thereof.
- 7.3 The obligations contained in this Deed shall not be enforceable against any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

8. RIGHTS OF THIRD PARTIES

8.1 It is not intended that this Deed should give rights hereunder to a third party arising by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS WHEREOF the Council has caused its common seal to be affixed and the Owner and the Mortgagee have caused this Deed to be executed as a Deed the day and year first above written.

EXECUTED AS A DEED BY
GML (HIGHGATE ROAD) LIMITED
acting by a Director
in the presence of:

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.....
Director

In the presence of:

Witness Name: AMELIA MCHUGH

Witness Signature: AMCHUGH

Witness Address: 12 LARPENT AVENUE,
LONDON, SW15 6UP

EXECUTED AS A DEED by
INVESTEC BANK PLC
acting by two authorised signatories under
a power of attorney dated 20 MAY 2019

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.....
Authorised Signatory

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Authorised Signatory

In the presence of:

Witness Name: AMY PEWROSE

Witness Signature: APewrose

Witness Address: 10 THROGMORTON AVENUE, LONDON,
EC2N 2DL

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN**

was hereunto affixed by Order:-



.....
Duly Authorised Officer

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