

DATED

4<sup>TH</sup> SEPTEMBER

2013

**1) SARENA LIMITED**

and

**(2) LLOYDS TSB OFFSHORE LIMITED**

and

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

---

**FIRST DEED OF VARIATION**

Relating to enforcement appeal APP/X5210/C/13/2191732 and  
varying accordingly the Agreement dated 1 November 2011  
(entered into in relation to planning application 2011/1603/P)

Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Sarena Limited and

Lloyds TSB Offshore Limited

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

Relating to development at premises known as

68-88 Gloucester Avenue and 2 Dumpton Place, London, NW1 8JD

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

Tel: 020 7974 5826  
Fax: 020 7974 1920

THIS AGREEMENT is made on the 4<sup>TH</sup> day of SEPTEMBER 2013

**BETWEEN**

- i. **SARENA LIMITED** (incorporated in British Virgin Islands) care of BKS Family Office Limited, Second Floor, Charles Bisson House, 30-32 New Street St Helier, Jersey, JE1 8FT whose address for service is Unit 11, Isleworth Business Complex, St Johns Road, Isleworth, Middlesex, TW7 6NL (hereinafter called "the Owner") of the first part
- ii. **LLOYDS TSB OFFSHORE LIMITED** (incorporated in Jersey) of PO Box 10, 9 Broad Street, St Helier, Jersey, JE4 8NG ("the Mortgagee") whose address for service is Pendeford Securities Centre, Pendeford House, Wobaston Road, Wolverhampton, WV9 5HZ of the second part
- iii. **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 Council, Serena Limited and Lloyds TSB Offshore Limited entered into an Agreement dated 1 November 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980.
- 1.2 The Council issued an Enforcement Notice with reference EN12/0372 on the 17<sup>th</sup> December 2012 (the "Enforcement Notice").
- 1.3 An Appeal under Section 174 of the Act in respect of the Enforcement Notice was submitted by the Owner to the Planning Inspectorate under reference number APP/X5210/C/13/2191732.
- 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 Upon the instruction of the Secretary of State, the Council and the Owner now wish to vary the terms of the Original Agreement.

- 1.6 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.7 For the avoidance of any doubt the Council objects to the Development for the reasons set out in the Enforcement Notice and enforcement appeal statement and because of the likely harm to local amenity. The Council has entered into this Agreement for the sole purpose of securing obligations from the Owner in the event that the Secretary of State is minded to grant Planning Permission.
- 1.8 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL907138 subject to a charge to the Mortgagee.
- 1.9 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL907138 and dated 2 October 2009 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.10 The Council is the local planning authority for the purposes of the Act 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.
- 1.11 This Agreement is made by virtue of Section 106 of the Act and is a planning obligation for the purposes of that section and shall be enforceable by the Council against the Owner in respect of the Property.
- 1.12 Without prejudice to the terms of the other covenants contained in the Original Agreement the parties hereto have agreed to vary the terms of the Original Agreement hereinafter provided.
- 1.13 It is hereby agreed that the covenants, undertakings and obligations contained in this Deed of Variation shall become binding on the date of the grant of planning permission for the Development by the Secretary of State if the Secretary of State is minded to grant such planning permission pursuant to the appeal lodged under section 174 of the Act.

## 2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 All reference in this Agreement to clauses in the Original Agreement are to clauses within the Original Agreement.
- 2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.
- |       |                          |   |
|-------|--------------------------|---|
| 2.3.1 | "Agreement"              | this Deed of Variation  |
| 2.3.4 | "the Original Agreement" | the Section 106 Agreement made pursuant to the provisions of section 106 of the Town and Country Planning Act 1990 (as amended) dated 1 November 2011 and entered into by the Council, Sarena Limited and Lloyds TSB Offshore Limited relating to 68-88 Gloucester Avenue and 2 Dumpton Place, London, NW1 8JD in respect of planning application 2011/1603/P |
- 2.4 Where in this Agreement 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 Agreement.
- 2.5 Headings are for ease of reference only and are not intended to be construed as part of this Agreement and shall not be construed as part of this Agreement and shall not effect the construction of this Agreement.
- 2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

- 2.7 References in this Agreement to the Owner shall include its successors in title.

### 3. VARIATION TO THE ORIGINAL AGREEMENT

- 3.1 The Original Agreement shall apply equally to planning permission 2011/1603/P as it does to any planning permission granted by the Secretary of State pursuant to the appeal lodged under reference number APP/X5210/C/13/2191732.
- 3.2 Clause 2.17 of the Original Agreement (definition of "*the Intermediate Housing Units*") shall be amended by replacing the reference to plans "*02DP-6004 Rev A, 02DP 6006 Rev A*" with "*C12702-951, C12702-952*" being the plans annexed to this Agreement.
- 3.3 Clause 2.25 of the Original Agreement (definition of "*the Planning Permission*") shall be amended by inserting the following wording at the end of the clause:
- "or any planning permission granted for the Development by the Secretary of State under appeal reference APP/X5210/C/13/2191732 pursuant to the appeal against enforcement notice EN12/0372."*
- 3.4 The heading at para 4.2 ("*Car Free*") shall be replaced by the heading ("*Car Capped*")
- 3.5 The following clauses 4.2.4 and 4.2.5 shall be inserted immediately after clause 4.2.3:
- "4.2.4 Each of the four numbered car parking spaces ("*Parking Space*") located on the basement floor of the Property as shown edged in green on Plan 1 and Plan 2 annexed hereto shall be strictly allocated and ONLY used by the owners and / or the occupiers of the 3-bedroom and 4-bedroom private units in the Development (as shown on drawing numbers C12702-951 and C12702-952) and ONLY in the following manner:*
- *owner / occupiers of House 1 (known as No. 3 Jasmin Mews) be allocated use of Parking Space 1*
  - *owner / occupiers of House 2 (known as No. 4 Jasmin Mews) be allocated use of Parking Space 2*
  - *owner / occupiers of House 3 (known as No. 5 Jasmin Mews) be allocated use of Parking Space 3*
  - *owner / occupiers of House 4 (known as No. 6 Jasmin Mews) be allocated use of Parking Space 4*

4.2.5 *The owners and / or occupiers of the 3-bedroom and 4-bedroom private units in the Development (shown as House 1, House 2, House 3 and House 4 on drawing numbers C12702-951 and C12702-952) shall NOT lease consent to or enable the use of their allocated Parking Space to or by any other party."*

3.6 In all other respects the Original Agreement shall continue in full force and effect.

4. **PAYMENT OF THE COUNCIL'S LEGAL COSTS**

4.1 The Owner agrees to pay to the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

5. **REGISTRATION AS LOCAL LAND CHARGE**

5.1 This Agreement shall be registered as a Local Land Charge

**IN WITNESS WHEREOF** the Council has caused its Common Seal to be affixed and the Owner and Mortgagee have executed this instrument as a Deed on the day and year first above written.

EXECUTED AS A DEED on behalf of )  
SARENA LIMITED )  
a company incorporated in )  
British Virgin Islands by )  
*Paul Marcus Smith* )  
a person who, in accordance with the )  
laws of that territory, is acting under )  
the authority of the company:- )



.....  
**Authorised Signatory**

CONTINUATION OF FIRST DEED OF VARIATION TO THE S106 AGREEMENT AT 68-88  
GLOUCESTER AVENUE AND 2 DUMPTON PLACE, LONDON, NW1 8JD

EXECUTED AS A DEED on behalf of )  
LLOYDS TSB OFFSHORE LIMITED )  
a company incorporated in )  
Jersey by )  
JASON ELLERON )  
a person who, in accordance with the )  
laws of that territory, is acting under )  
the authority of the company:- )

.....  
Authorised Signatory

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

.....  
Authorised Signatory



PILING ZONE

PILING ZONE

PARKING BAY FOR HOUSE 4  
(No.6 Jasmin Mews)

PARKING BAY FOR HOUSE 3  
(No.5 Jasmin Mews)

PARKING BAY FOR HOUSE 2  
(No.4 Jasmin Mews)

PARKING BAY FOR HOUSE 1  
(No.3 Jasmin Mews)

SHOWER  
ROOM

BEDROOM 1

3542

P2

## PROPOSED PARKING BAYS

SCALE 1:50 @ A4



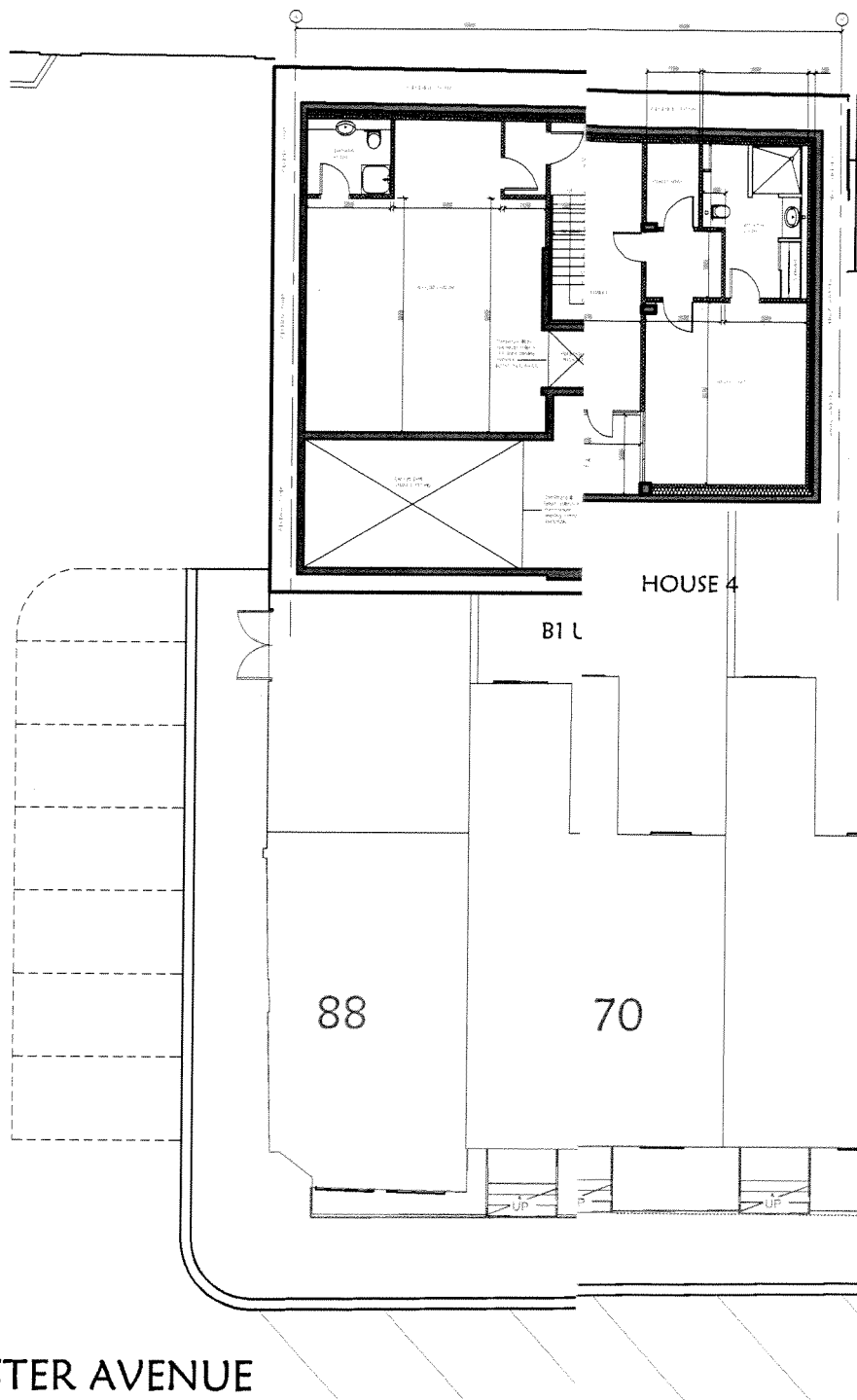
Cubic Building Surveying Limited  
Unit 11, Isleworth Business Complex, St Johns Road,  
Isleworth, Middlesex, TW7 6NL  
T: 020 8568 9976 · F: 020 8568 5540  
www.cubicbs.co.uk  
info@cubicbs.co.uk

Drawing Number

C12702-CP-01

PLAN 1





*Handwritten signature*  
*Handwritten initials*  
*Handwritten initials*

All dimensions must be checked on site and not scaled from this drawing. Any dimensional discrepancies discovered must be reported to the Surveyor before proceeding. This drawing is to be read in conjunction with all relevant documents.

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Revisions	
A	22.08.13 Parking spaces clarified.

CLIENT

SARENA LIMITED

JOB DESCRIPTION

2 DUMPTON PLACE  
 LONDON  
 NW1 8JD

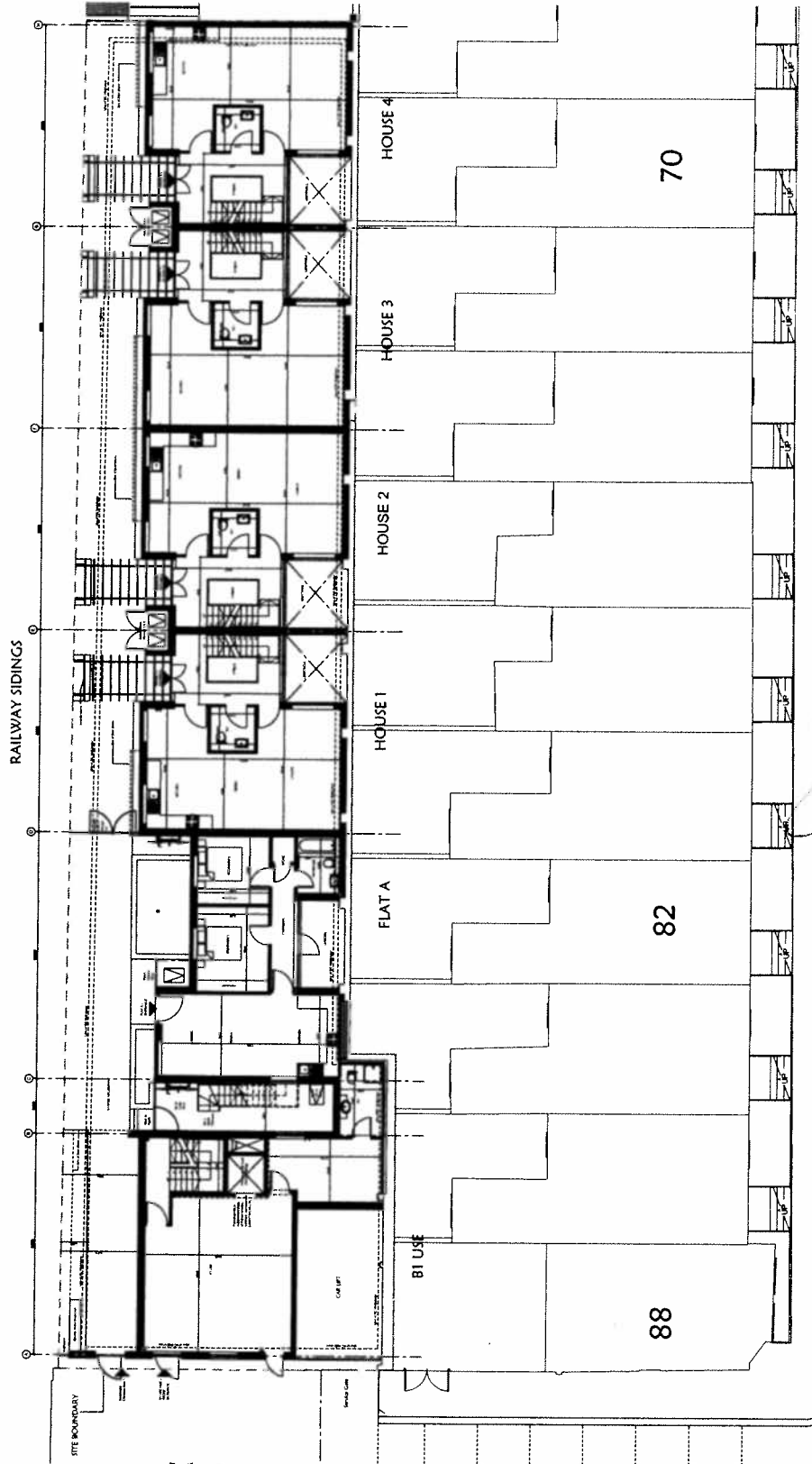
DRAWING TITLE

BASEMENT PLAN  
 \*PLANNING\*

Scale	Date	Drawn	Checked
1:100 @ A1	APR'13	MTH	

**cubic**  
 Cubic Building Surveying Limited  
 Unit 11 Isleworth Business Complex, St Johns Road,  
 Isleworth, Middlesex, TW7 8HL  
 T: 020 8568 9976 - F: 020 8568 5540  
 www.cubicbs.co.uk  
 info@cubicbs.co.uk

Drawing Number	C12702 - 950 A
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*Handwritten signatures and initials:*  
 A large stylized signature, possibly 'P.J.', and another signature below it.

All dimensions must be checked on site and not scaled from the drawing. Any discrepancy between the dimensions shown on the drawing and the dimensions on site must be reported to the client immediately. The drawing is to be used in conjunction with all relevant documents.  
 This drawing is copyright © and may not be reproduced without permission.

Revisions

Rev	Description
1	

CLIENT  
 SARENA LIMITED  
 JOB DESCRIPTION  
 2 DUMPTON PLACE  
 LONDON  
 NW1 8JD

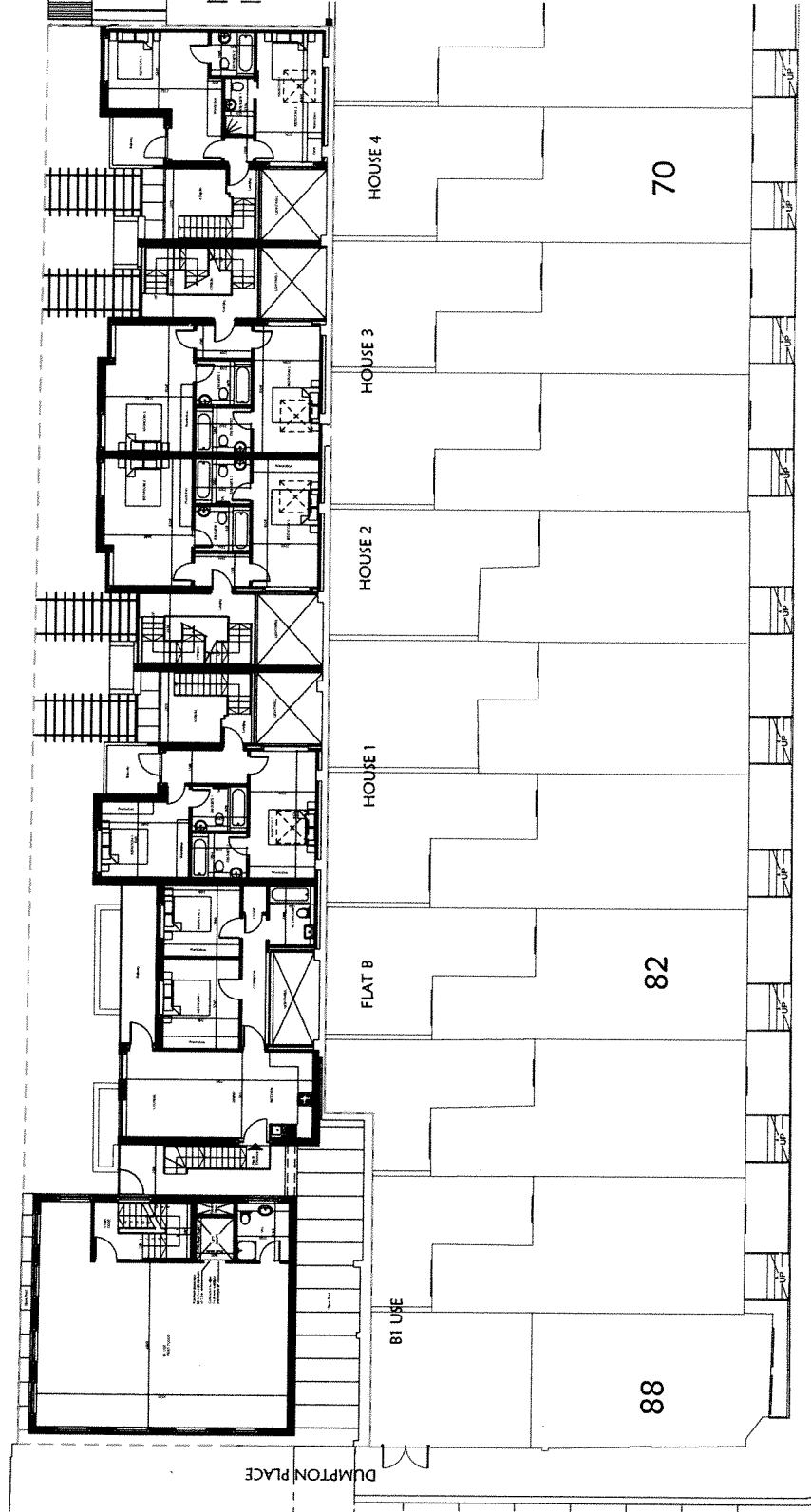
DRAWING TITLE  
 GROUND FLOOR PLAN  
 "PLANNING"

Scale	Date	Drawn	Checked
1:100 @ A1	APR13	MTH	

**cubic**  
 Cubic Building Surveying Limited  
 Unit 11, Millers Business Complex, 25, John Road,  
 Millers Green, London, NW1 8JD  
 Tel: 020 8668 5875 F: 020 8668 5840  
 www.cubic.co.uk  
 info@cubic.co.uk

Drawing Number C-12702 - 951

RAILWAY SIDINGS



All dimensions must be checked on site and not scaled from this drawing. Any dimensional discrepancies must be reported to the client immediately and the drawing amended accordingly. This drawing is to be read in conjunction with all relevant documents.

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Revisions

CLIENT

SARENA LIMITED

JOB DESCRIPTION

2 DUMPTON PLACE  
LONDON  
NW1 8JD

DRAWING TITLE

FIRST FLOOR LAYOUT  
"PLANNING"

Scale	Date	Drawn	Checked
1:100 @ A1	APR'13	MTH	



Cubic Building Surveying Limited  
Unit 11, Marlow Business Complex, St. Johns Road,  
Marlow, Bucks. MK14 3JF  
Tel: 01295 8568 5079, P: 020 8568 5640  
www.cubic.co.uk  
info@cubic.co.uk

Drawing Number C12702 - 952

DATED

4<sup>TH</sup> SEPTEMBER.

2013

1) SARENA LIMITED

and

(2) LLOYDS TSB OFFSHORE LIMITED

and

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

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**FIRST DEED OF VARIATION**

Relating to enforcement appeal APP/X5210/C/13/2191732 and  
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