

DATED

14 JANUARY

2012/3

(1) JETFIELD DEVELOPMENTS LIMITED

-and-

(2) COMMERCIAL ACCEPTANCES LIMITED

-and-

(3) GLADSTAR LIMITED

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

DEED OF VARIATION

Relating to the Agreement dated 4th November 2011
between

the Mayor and the Burgesses of the London Borough of Camden
and
Jetfield Developments Limited
and
Commercial Acceptances Limited

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as

**55 Fortess Road
London
NW5 1AD**

Andrew Maughan
Head of Law and Governance
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 1920

CLS/PK/1685.1717_FINAL

THIS AGREEMENT is made on the 14th day of January 2012

BETWEEN

1. **JETFIELD DEVELOPMENTS LIMITED** (registered under company number 07383755) whose registered office is at 230B Golders Green Road, Golders Green, London, NW11 9AT (hereinafter called "the Owner") of the first part
2. **COMMERCIAL ACCEPTANCES LIMITED** (registered under company number 01715185) whose registered office is at 100 George Street, London, W1U 8NU (hereinafter called "the First Mortgagee") of the second part
3. **GLADSTAR LIMITED** (registered under company number 03134687) whose registered office is at ~~Fordgate House, 1 Allsop Place, London, NW1 5LF~~ ^{NEW BURLINGTON HOUSE, 1075 FINCHLEY ROAD, LONDON, UK, NW11 0PU} (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

WHEREAS:

- 1.1 The Council and Jetfield Developments Limited and Commercial Acceptances Limited entered into an Agreement dated 4th November 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL691313 subject to a charge to the First Mortgagee and a charge to the Second Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 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.

1.5 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 27th July 2012 for which the Council resolved to grant permission conditionally under reference 2012/3969/P subject to the conclusion of this Agreement.

1.6 This Agreement is made by virtue of the Town and Country Planning Act 1990 Section 106 (as amended) and is a planning obligation for the purposes of that section.

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 hereinafter provided.

2. **INTERPRETATION**

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement 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 Agreement.

2.2 All references in this Agreement to clauses in the Existing Agreement are to clauses within the Existing 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

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 4th November 2011 made between the Council and Jetfield Developments Limited and Commercial Acceptances Limited

2.3.3 "the Original Planning Permission" the planning permission granted by the Council on 4th November 2011 reference 2011/4297/P

granting approval for the change of use from office use (Class B1) to flexible commercial use (Class A1/A2/B1) on front lower ground and ground floor levels, and residential use (Class C3) on rear lower ground & ground floor levels and upper floors to provide 1 x 2-bed and 3 x 1-bed units, including extension at rear second floor level above existing two storey extension, extension at rear lower ground floor level, installation of new dormer at rear roof level, and alterations to the shopfront as shown on drawing numbers Site Location Plan; 1114-PL-002; 1114-PL-003; 1114-PL-004; 1114-PL-010 A; 1114-PL011 B; 1114-PL-012 B; 1114-PL-013 B.

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 and First Mortgagee and the Second Mortgagee shall include their successors in title.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 Under the heading "Between" (page one) the following amendment shall be inserted in the second part:

After "hereafter called "the.." insert the word "First".

3.2 Under the heading "Between" (page one) the following clause shall be inserted:

"3. **GLADSTAR LIMITED** (registered under company number 03134687) whose registered office is at Fordgate House, 1 Allsop Place, London, NW1 5LF (hereinafter called "the Second Mortgagee") of the third part"

3.3 Under the heading "Between" (page one) "3." shall be deleted and replaced with "4." and the word "third" shall be deleted and replaced with "fourth".

3.4 Clause 1.1 (under the heading "Whereas") shall be deleted and replaced with the following:

"1.1 The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL691313 subject to a charge to the First Mortgagee and a charge to the Second Mortgagee."

3.5 Clause 1.3 (under the heading "Whereas") the words "7 September 2011" and "2011/4297/P" shall be deleted and replaced respectively with the words "27 July 2012" and "2012/3969/P"

3.6 Clause 1.6 in the Existing Agreement shall be varied insofar as the words "The Mortgagee" shall be deleted and replaced with "the First Mortgagee".

3.7 A new Clause 1.7 will be inserted as follows:

"The Second Mortgagee as mortgagee under a legal charge registered under title number NGL691313 and dated 22 December 2011 is willing to enter this Agreement to give its consent to the same."

3.8 The following definitions contained in the Existing Agreement shall be varied as follows:

3.1.1 "Development"	variation of planning permission dated 4 th November 2011 reference number 2011/4297/P (to change of use from office use (Class B1) to flexible commercial use (Class A1/A2/B1) on front lower ground and ground floor levels, and residential use (Class C3) on rear lower ground & ground floor levels and upper floors to provide 1 x 2-bed and 3 x 1-bed units, including extension at rear second floor level above
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existing two storey extension, extension at rear lower ground floor level, installation of new dormer at rear roof level, and alterations to the shopfront as shown on drawing numbers Site Location Plan; 1114-PL-002; 1114-PL-003; 1114-PL-004; 1114-PL-010 A; 1114-PL011 B; 1114-PL-012 B; 1114-PL-013 B) to provide for the variation of Condition 2 (development to be carried out in accordance with the approved plans) for the provision of screened terrace and glazed doors at rear second floor level; increase in height by 0.7m of uppermost section of the closet wing extension at rear second floor level; and increase in width by 0.3m of dormer extension at rear roof level as shown on drawing numbers 1114-PL-011B; 1114-PL-012B and 1114-PL-013B; Proposed Drawings 1114-PL-011C, 1114-PL-012C and 1114-PL-013D

3.1.2 "the Parties"

the Council and the Owner and the First Mortgagee and the Second Mortgagee

3.1.2 "Planning Permission"

the planning permission under reference number 2012/3969/P to be issued by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application"

the application for Planning Permission in respect of the Property submitted on 27th July 2012 by the Owner and given reference number 2012/3969/P

3.9 The words "2011/4297/P" in clause 5.2 of the Existing Agreement shall be deleted and replaced with "2012/3969/P".

3.10 The words "2011/4297/P" in clause 6.1 of the Existing Agreement shall be deleted and replaced with "2012/3969/P".

- 3.11 In clause 6.6 of the Existing Agreement the words "or the Mortgagee" shall be deleted and replaced with "nor the First Mortgagee nor the Second Mortgagee".
- 3.12 In clause 7 of the Existing Agreement the word "First" shall be inserted in front of "Mortgagee" in the heading and in clause 7.1 and in line 3 after "Clause 6.4 hereof" the word "and" shall be replaced by the word "but".
- 3.13 A new clause 8 shall be inserted into the Existing Agreement as follows:
- "8 Second Mortgagee Exemption
- 8.1 The Second Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in clause 6.4 hereof but for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property."
- 3.14 Clause 8 of the Existing Agreement shall be renumbered as clause 9.
- 3.15 The draft planning permission reference 2012/3969/P annexed to this Agreement shall be treated as annexed to the Existing Agreement in addition to the existing annexures.
- 3.16 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

4. PAYMENT OF THE COUNCIL'S LEGAL COSTS

- 4.1 The Owner agrees to pay 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 respective Common Seal to be affixed and the Owner and the First Mortgagee and the Second Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written.

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

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

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

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

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

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

THE COMMON SEAL OF THE MAYOR

AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

Authorised Signatory

ELI ROSEN

KEVIN JOHN DENCH

M. KERNER

Witnessed by:

MICHAEL GOLDRECH

NW 2017

Mr Eli Posen
11 Alba Gardens
London
NW11 9NS

Application Ref: **2012/3969/P**

21 September 2012

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
55 Fortess Road
London
NW5 1AD

Proposal:

DECISION
Minor material amendment to planning permission (Ref: 1114-PL-011A) dated 04/11/2011 (change of use from residential use (Class C3) to food and drink retail use (Class A1/A2/B1) on front lower ground and ground floor levels, and residential use (Class C3) on rear lower ground & ground floor levels and upper floors to provide 1 x 2-bed and 3 x 1-bed units, including extension at rear second floor level above existing two storey extension, extension at rear lower ground floor level, installation of new dormers at rear roof level, and alterations to the shopfront) for the variation of condition 2 (development to be carried out in accordance with the approved plans) involving the provision of: Screened terrace and glazed doors at rear second floor level; increase in height by 0.7m of uppermost section of the closet wing extension at rear second floor level; and increase in width by 0.3m of dormer extension at rear roof level.

Drawing Nos: Superseded Dwgs: 1114-PL-011B, 1114-PL-012B and 1114-PL-013B.
Proposed Dwgs: 1114-PL-011C, 1114-PL-012C and 1114-PL-013D.

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.

DRAFT

DECISION

DECISION

- # DECISION

DECISION

DECISION

DECISION

DECISION

- # DECISION

- # DECISION

DECISION

DECISION

DATED 14 JANUARY 2012/3

(1) JETFIELD DEVELOPMENTS LIMITED

-and-

(2) COMMERCIAL ACCEPTANCES LIMITED

-and-

(3) GLADSTAR LIMITED

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

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Relating to the Agreement dated 4th November 2011
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Relating to development at premises known as

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