

DATED

*14 December*

2012

**(1) CALABAR PROPERTIES LIMITED**

and

**(2) LLOYDS TSB BANK PLC**

and

**(3) PHILCOL PROPERTIES LIMITED**

and

**(4) DERITEND INVESTMENTS (BIRKDALE) LIMITED**

and

**(5) NORMAN SINCLAIR (MANCHESTER) LIMITED**

and

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

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**DEED OF VARIATION**

Relating to the Agreement dated 20 July 2009  
Between the Mayor and the Burgesses of the  
London Borough of Camden, Calabar Properties Limited,  
Lloyds TSB Bank PLC and Philcol Properties Limited  
Under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**Downing Court, Grenville Street  
London WC1N 1LX**

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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

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CLS/COM/AL/1685.1570  
final 31.07.12



THIS AGREEMENT is made on the 14<sup>th</sup> day of December 2012

**BETWEEN**

- i. **CALABAR PROPERTIES LIMITED** (company registration number 00644513) whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (hereinafter called "the Freeholder") of the first part
- ii. **LLOYDS TSB BANK PLC** of 25 Gresham Street, London EC2Y 7HN (hereinafter called "the Mortgagee") of the second part
- iii. **PHILCOL PROPERTIES LIMITED** (company registration number 00713500) whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (hereinafter called the "First Lessee") of the third part
- iv. **DERITEND INVESTMENTS (BIRKDALE) LIMITED** (company registration number 00604710) whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (hereinafter called "the Second Lessee") of the fourth part
- v. **NORMAN SINCLAIR (MANCHESTER) LIMITED** (company registration number 00769907) whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR (hereinafter called "the Chargeholder") of the fifth part
- vi. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the sixth part

1. **WHEREAS:**

- 1.1 The Council, Calabar Properties Limited, Lloyds TSB Bank PLC and Philcol Properties Limited entered into an Agreement dated 20 July 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).

- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN181225. The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.3 The First Lessee is registered at the Land Registry as the leasehold proprietor with Title Absolute under title number NGL801747. The First Lessee is the leasehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Second Lessee is registered at the Land Registry as the leasehold proprietor with Title Absolute under title number NGL909421. The Second Lessee is the leasehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.5 The Chargeholder has registered at the Land Registry a Unilateral Notice regarding an Agreement for Sale dated 5 March 2010 against title number NGL909421. The Chargeholder is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.6 The Mortgagee as mortgagee under a legal charge registered under Title Number LN181225 and dated 31 July 1991 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Freeholder, First Lessee, Second Lessee and Chargeholder shall hereinafter be known and referred to as "the Owner".
- 1.8 The Council and the Owner now wish to vary the terms of the Original Agreement.
- 1.9 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.
- 1.10 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.

1.11 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.

## 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 under the Town and Country Planning Act 1990 (as amended) dated 20 July 2009 made between the Council, Calabar Properties Limited, Lloyds TSB Bank PLC and Philcol Properties Limited

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 Clause 2.3 of the Original Agreement (definition of “the Development”) shall be deleted in its entirety and replaced with the following:

"the Development"	Renewal of planning permission dated 20/07/09 (ref. 2008/4096/P) for conversion of basement storage areas to a 2-bedroom self-contained flat and installation of windows at basement level to Bernard Street and Grenville Street as shown on plans Site Location Plan; GS.775.02 E
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- 3.2 Clause 2.7 of the Original Agreement (definition of "the Planning Application") shall be deleted in its entirety and replaced with the following:

"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 23 April 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/2291/P subject to conclusion of this Agreement
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- 3.3 Clause 2.9 of the Original Agreement (definition of "the Planning Permission") shall be deleted in its entirety and replaced with the following:

"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed to the Deed of Variation
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- 3.4 All references in the Original Agreement to 2008/4096/P shall be read as 2012/2291/P.

- 3.5 All references in the Original Agreement to the validation date shall be read as 23 April 2012.

Rosenfelder Associates  
10 -12 Perrins Court  
LONDON  
NW3 1QS

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2012/2291/P**  
Please ask for: **Aysegul Olcar-Chamberlin**  
Telephone: 020 7974 **6374**

18 June 2012  
**DRAFT**  
DECISION

Dear Sir/Madam

Town and Country Planning Acts 1990 (as amended)  
Town and Country Planning (General Development Procedure) Order 1995  
Town and Country Planning (Applications) Regulations 1988

**Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement**

Address:  
**Downing Court  
Grenville Street  
London  
WC1N 1LX**

**DECISION**

Proposal:

Renewal of planning permission dated 20/07/09 (ref. 2008/4096/P) for conversion of basement storage areas to a 2-bedroom self-contained flat and installation of windows at basement level to Bernard Street and Grenville Street.

Drawing Nos: Site Location Plan; GS.775.02 E

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; GS.775.02 E.

Reason:

For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

- 2 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS14 (Promoting high quality places and conserving our heritage), CS14 (Promoting high quality places and conserving our heritage) and CS17 (Dealing with our waste and encouraging recycling) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing), DP5 (Homes of different sizes), DP6 (Lifetime homes and wheelchair housing), DP19 (Managing the impact of parking), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers and neighbours) and DP29 (Improving access). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).



- 4 You are advised to comply with Lifetime Homes Standards as far as practically possible to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time in accordance with policy DP5 of the London Borough of Camden Local Development Framework Development Policies,. For further guidance please look at Camden Planning Guidance for Lifetime Homes Standards (<http://camden.gov.uk/ccm/content/environment/planning-and-built-environment/two/planning-policy/supplementary-planning-documents/camden-planning-guidance.en>) and if necessary consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 5214).
- 5 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the proposal would add one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £3420. This does not include any surcharges or indexation which may be applied to a CIL payment.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)



Downing Court, Grenville Street,  
London WC1N 1LX  
2012/2291/P



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

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

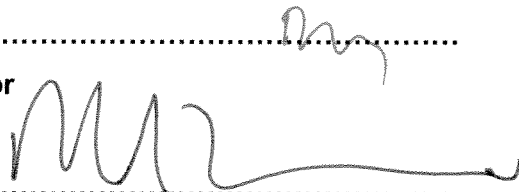
4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

5. **REGISTRATION AS LOCAL LAND CHARGE**

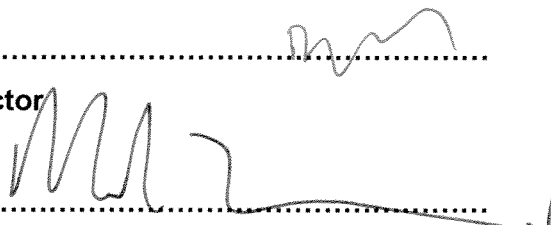
5.1 This Agreement shall be registered as a Local Land Charge

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

**EXECUTED AS A DEED BY** )  
**CALABAR PROPERTIES LIMITED** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )


.....  
Director   
.....  
Director/Secretary

**EXECUTED AS A DEED BY** )  
**PHILCOL PROPERTIES LIMITED** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

.....  
Director   
.....  
Director/Secretary

CONTINUATION OF A DEED OF VARIATION TO SECTION 106 AGREEMENT FOR DOWNING COURT, GRENVILLE STREET, LONDON WC1N 1LX 2012/2291/P BETWEEN LONDON BOROUGH OF CAMDEN, CALABAR PROPERTIES LIMITED, LLOYDS TSB BANK PLC, PHILCOL PROPERTIES LIMITED, DERITEND INVESTMENTS (BIRKDALE) LIMITED and NORMAN SINCLAIR (MANCHESTER) LIMITED

EXECUTED AS A DEED BY )  
DERITEND INVESTMENTS )  
(BIRKDALE) LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

..... 

Director

..... 

Director/Secretary


EXECUTED AS A DEED BY )  
NORMAN SINCLAIR )  
(MANCHESTER) LIMITED )  
acting by a Director and its Secretary )  
or by two Directors )

..... 

Director

..... 

Director/Secretary

SIGNED and DELIVERED )  
As a DEED by: )  
As ATTORNEY for and on behalf of )  
LLOYDS TSB BANK PLC )  
in the presence of:-  )



.....

Lloyds Banking Group  
25 Gresham Street  
London  
EC2V 7HN

CONTINUATION OF A DEED OF VARIATION TO SECTION 106 AGREEMENT FOR  
DOWNING COURT, GRENVILLE STREET, LONDON WC1N 1LX 2012/2291/P BETWEEN  
LONDON BOROUGH OF CAMDEN, CALABAR PROPERTIES LIMITED, LLOYDS TSB  
BANK PLC, PHILCOL PROPERTIES LIMITED, DERITEND INVESTMENTS (BIRKDALE)  
LIMITED and NORMAN SINCLAIR (MANCHESTER) LIMITED

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



*[Handwritten Signature]*  
.....  
Duly Authorised Officer

**(1) CALABAR PROPERTIES LIMITED**

**and**

**(2) LLOYDS TSB BANK PLC**

**and**

**(3) PHILCOL PROPERTIES LIMITED**

**and**

**(4) DERITEND INVESTMENTS (BIRKDALE) LIMITED**

**and**

**(5) NORMAN SINCLAIR (MANCHESTER) LIMITED**

**and**

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

---

**DEED OF VARIATION**

Relating to the Agreement dated 20 July 2009  
Between the Mayor and the Burgesses of the  
London Borough of Camden, Calabar Properties Limited,  
Lloyds TSB Bank PLC and Philcol Properties Limited

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

**Downing Court, Grenville Street  
London WC1N 1LX**

---

Andrew Maughan  
Head of Legal Services  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP  
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Fax: 020 7974 1920