

DATED

*1 March*

2012

**(1) GLOBALHOME ESTATES LIMITED**

and

**(2) EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED**

-and-

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

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**DEED OF VARIATION**

Relating to the Agreements dated 13 August 2009,  
and 21 December 2010 and 29 July 2011  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Globalhome Estates Limited and EFG Private Bank (Channel Islands) Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980  
Relating to development at premises known as  
**59 NETHERHALL GARDENS  
LONDON NW3 5RE**

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

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CLS/COM/AL/1685.1313  
DOV final 7.2.12  
2011/5737/P

THIS AGREEMENT is made on the 1st day of March 2012

**BETWEEN**

1. **GLOBALHOME ESTATES LIMITED** (company registration number 5327595) whose registered office is at 157 Great North Way London NW4 1PP (hereinafter called "the Owner") of the first part
2. **EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED** (incorporated in Guernsey) of PO Box 603, EFG House, St Julian's Avenue, St Peter Port, Guernsey GY1 4NN and whose service address in the UK is Leconfield House, Curzon Street, London W1J 5JB (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

**WHEREAS:**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute of the Property under title number 21864 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(9) of the Act.
- 1.3 The Mortgagee as mortgagee under a legal charge registered under Title Number 21864 and dated 30 March 2010 is willing to enter into this Agreement to give its consent to the same
- 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 The Original Planning Permission 2008/3343/P was granted on 13 August 2009 subject to the Existing Planning Agreement

- 1.6 The Conservation Area Consent 2010/4047/C was granted on 21 December 2010 subject to the Existing Conservation Agreement
- 1.7 The Second Planning Permission 2011/1725/P was granted on 29 July 2011 subject to the First Deed of Variation.
- 1.8 A new Planning Application in respect of the Property and to amend the Original Planning Permission and the Second Planning Permission was submitted to the Council by the Owner and validated on 21 December 2011 for which the Council resolved to grant permission conditionally under reference 2011/5737/P subject to the conclusion of this Agreement.
- 1.9 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.
- 1.10 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 Planning Agreement shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Existing Planning Agreement and the Existing Conservation 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 Existing Planning Agreement are to clauses within the Existing Planning Agreement and all reference in this Agreement to clauses in the Existing Conservation Agreement are to clauses within the Existing Conservation 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 "Conservation Area Consent" means the conservation area consent granted on 21 December 2010 for partial demolition of existing buildings on the site in connection with the implementation of planning permission reference 2008/3343/P (dated 13/08/2009) for a basement excavation, extension including the west wing 5.5m extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway
- 2.3.3 "Existing Conservation Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 21 December 2010 made between the Council the Owner and the Mortgagee
- 2.3.4 "Existing Planning Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 13 August 2009 made between the Council the Owner and Marfin Popular Bank Public Co Ltd
- 2.3.5 "First Deed of Variation" the Deed of Variation under the Town and Country Planning Act 1990 (as amended) dated 29 July 2011 made between the Council the Owner and the Mortgagee

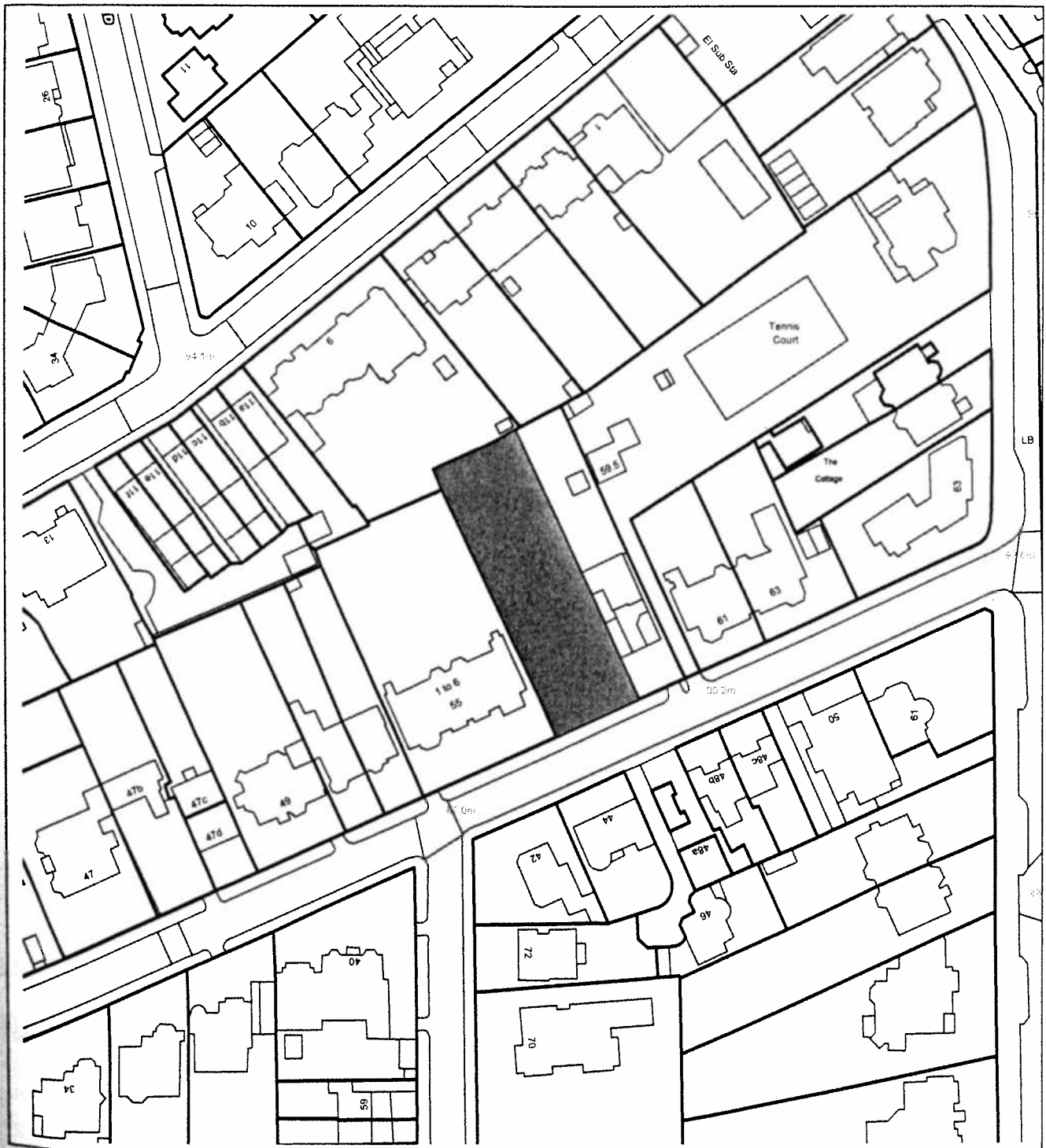
2.3.6 "the Original Planning Permission"

means the planning permission granted by the Council on 13 August 2009 2008/3343/P for Scheme 2: Partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway; as amended by the planning permission granted by the Council on 11 February 2011 allowing amendments to lower the ground floor level by 300mm and related reconfiguration of internal floor levels, and extension into existing recessed areas by 300mm within the rear elevation.

2.3.7 "Second Planning Permission"

Amendments to planning permission granted 13/08/09 (2008/3343/P) for 'partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2- bed) together with the repositioning of the existing vehicle access from the highway' as amended on 11/02/11 (2011/0243/P), namely alterations to front lightwell and windows on the front and rear elevation at lower ground floor level, alterations at roof level including addition of rooflights and enlargement of dormer window, other

# 59 Netherhall Gardens, London NW3 5RE



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Application Ref: **2011/5737/P**

30 January 2012

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Acts 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**59 Netherhall Gardens  
London  
NW3 5RE**

Proposal:

**DECISION**  
Amendments to planning permission granted 13/08/09 (2008/3343/P) for 'partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2-bed) together with the repositioning of the existing vehicle access from the highway' as amended on 11/02/11 (2011/0243/P), 08/03/2011 (2011/0706/P), and 29/07/11 (2011/1725/P). Alterations include: internal reconfiguration at lower ground and ground floor levels, creation of access from ground floor Flat 2 to rear garden via bridge over lightwell, addition of mullions to rear facing lower ground floor lightwell windows and rebuilding of top part front gable.

Drawing Nos: Site Location Plan; P\_00\_G200\_002\_OP02D; P\_B1\_G200\_001\_OP02D;  
E\_N\_G200\_002\_OP02D; XE\_S\_JC20\_003A; S\_FF\_G200\_002\_OP02B;  
S\_AA\_G700\_002A.

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.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 The bricks used to rebuild the front gable should resemble, as closely as possible, in colour and texture those of the original building.

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.

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; P\_00\_G200\_002\_OP02D; P\_B1\_G200\_001\_OP02D; E\_N\_G200\_002\_OP02D; XE\_S\_JC20\_003A; S\_FF\_G200\_002\_OP02B; S\_AA\_G700\_002A.

Reason:

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

Informative(s):

- 1 You are advised that all conditions attached to planning permission 2008/3343/P dated 13/08/2009, which this permission amends, continue to apply.
- 2 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).
- 3 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.
- 4 Reasons for granting permission. [Delegated]



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, CS14: Promoting high quality places and conserving our heritage and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP24: Securing high quality design, DP25: Conserving Camden's heritage, DP26: Managing the impact of development on occupiers and neighbours. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

alterations to fenestration and rearrangement of flat layouts (no change to overall mix or unit numbers).

- 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 Mortgagee shall include their successors in title.

### 3. **VARIATION TO THE EXISTING PLANNING AGREEMENT**

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

- 3.1.1 "Development" Amendments to planning permission granted 13/08/09 (2008/3343/P) for 'partial demolition, basement excavation, extension including the west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2-bed) together with the repositioning of the existing vehicle access from the highway' as amended on 11/02/11 (2011/0243/P), 08/03/2011 (2011/0706/P), and 29/07/11 (2011/1725/P). Alterations include: internal reconfiguration at lower ground and ground floor levels, creation of access from ground floor Flat

2 to rear garden via bridge over lightwell,  
addition of mullions to rear facing lower ground  
floor lightwell windows and rebuilding of top part  
front gable as shown on plans Site Location  
Plan; P\_00\_G200\_002\_OP02D;  
P\_B1\_G200\_001\_OP02D;  
E\_N\_G200\_002\_OP02D; XE\_S\_JC20\_003A;  
S\_FF\_G200\_002\_OP02B; S\_AA\_G700\_002A

3.1.2 "Planning Application" a planning application in respect of the  
Development of the Property submitted to the  
Council and validated on 21 December 2011 for  
which a resolution to grant permission has been  
passed conditionally under reference number  
2011/5737/P subject to conclusion of this  
Agreement

3.1.3 "Planning Permission" the planning permission under reference  
number 2011/5737/P to be issued by the  
Council in the form of the draft annexed hereto

3.2 All references to 2008/3343/P or 2011/1725/P shall be replaced with 2011/5737/P.

3.3 All references to the validation date for 2011/5737/P shall be read as 21 December  
2011.

3.4 In all other respects the Existing Planning Agreement (as varied by the Existing Deed  
of Variation and this Agreement) shall continue in full force and effect.

#### **4. VARIATION TO THE EXISTING CONSERVATION AGREEMENT**

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

4.1.1 "First Development" Amendments to planning permission granted  
13/08/09 (2008/3343/P) for 'partial demolition,  
basement excavation, extension including the

west wing 5.5m. extended to the rear, to the existing building (comprising 9 flats) to provide 8 residential units (2 x 4-bed, 3 x 3-bed and 3 x 2-bed) together with the repositioning of the existing vehicle access from the highway' as amended on 11/02/11 (2011/0243/P), 08/03/2011 (2011/0706/P), and 29/07/11 (2011/1725/P). Alterations include: internal reconfiguration at lower ground and ground floor levels, creation of access from ground floor Flat 2 to rear garden via bridge over lightwell, addition of mullions to rear facing lower ground floor lightwell windows and rebuilding of top part front gable as shown on plans Site Location Plan; P\_00\_G200\_002\_OP02D; P\_B1\_G200\_001\_OP02D; E\_N\_G200\_002\_OP02D; XE\_S\_JC20\_003A; S\_FF\_G200\_002\_OP02B; S\_AA\_G700\_002A

4.1.2 "First Planning Permission" means the planning permission to be issued by the Council under reference 2011/5737/P for the First Development in the form of the draft annexed hereto.

4.2 All references to 2010/4047/C or 2011/1725/P shall be replaced with 2011/5737/P.

4.3 All references to the validation date for 2011/5737/P shall be read as 21 December 2011.

4.4 In all other respects the Existing Conservation Agreement (as varied by the Existing Deed of Variation and this Agreement) shall continue in full force and effect.

## **5. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

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

6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Agreement shall be registered as a Local Land Charge

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the Mortgagee have executed this instrument as their Deed the day and year first before written

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

.....  
Director

.....  
Director/Secretary

EXECUTED AS A DEED BY )  
EFG PRIVATE BANK )  
(CHANNEL ISLANDS) LIMITED )  
Acting by )

Director.....  
PAC Daniels  
Executive Director

Director.....  
S. R. Watts  
Managing Director

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

.....  
Authorised Signatory



DATED

*1 March*

2012

**(1) GLOBALHOME ESTATES LIMITED**

**and**

**(2) EFG PRIVATE BANK (CHANNEL ISLANDS) LIMITED**

**-and-**

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

---

**DEED OF VARIATION**

Relating to the Agreements dated 13 August 2009,  
and 21 December 2010 and 29 July 2011  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Globalhome Estates Limited and EFG Private Bank (Channel Islands) Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended) and Section 278 of the Highways Act 1980  
Relating to development at premises known as  
**59 NETHERHALL GARDENS  
LONDON NW3 5RE**

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