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DATED

4<sup>TH</sup> OCTOBER

2011

(1) TEN FITZROY MEWS LIMITED

and

(2) CLEVELAND STREET LIMITED

and

(3) WARREN MEWS LIMITED

and

(4) 11-15 COLONNADE LLP

and

(5) HSBC BANK PLC

and

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

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### DEED OF VARIATION

Relating to the Agreement dated 31 March 2011  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Ten Fitzroy Mews Limited, Cleveland Street Limited, Warren Mews Limited  
and HSBC Bank PLC  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**11-23 Colonnade, London WC1N 1JA**

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

Tel: 020 7974 6007  
Fax: 020 7974 2962

CLS/COM/JL/1685.1131DOVv1



THIS AGREEMENT is made on the 4<sup>th</sup> day of October 2011

**BETWEEN**

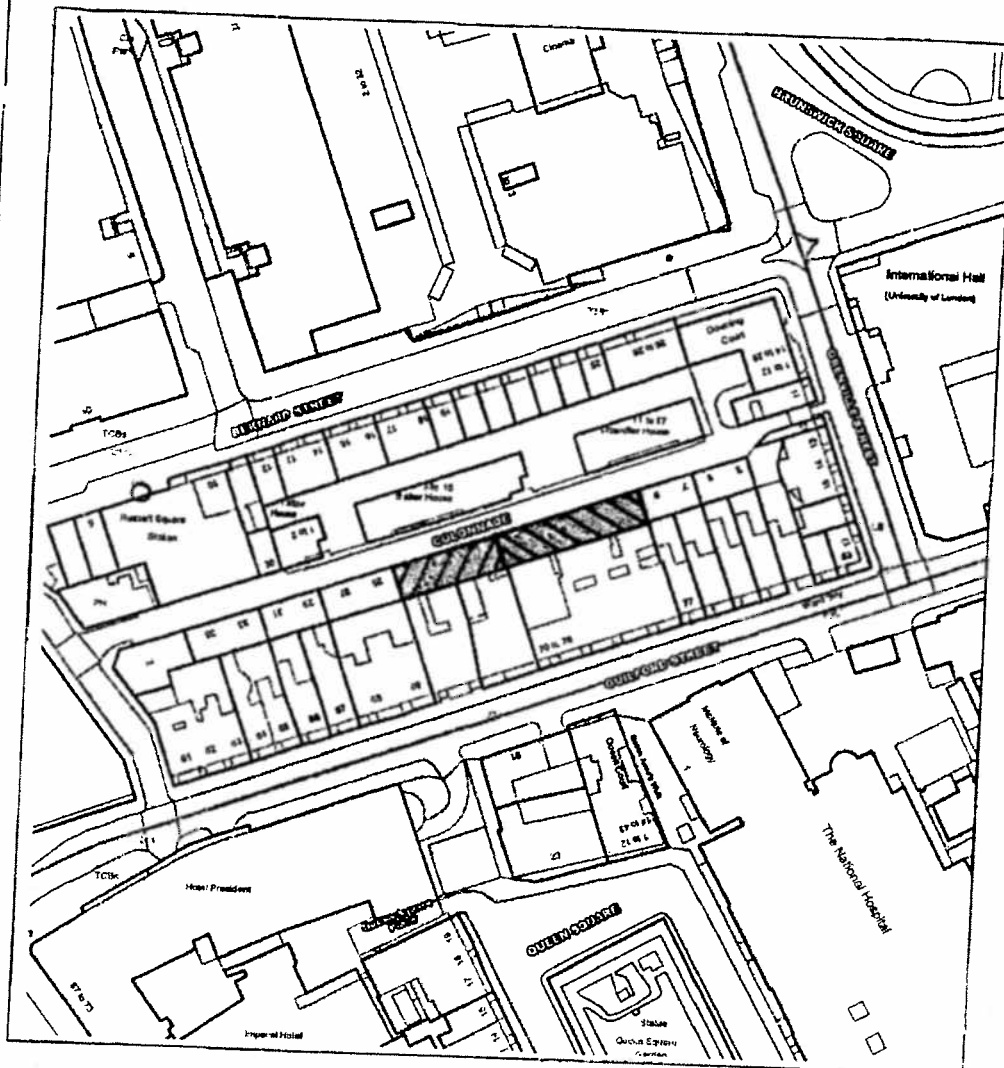
1. **TEN FITZROY MEWS LIMITED** (Incorporated in the British Virgin Islands) of Ockham House, Silverhill, Hurst Green, Etchingam TN19 7QE (hereinafter called "the First Owner") of the first part
2. **CLEVELAND STREET LIMITED** (Incorporated in the British Virgin Islands) of Ockham House, Silverhill, Hurst Green, Etchingam TN19 7QE (hereinafter called "the Second Owner") of the second part
3. **WARREN MEWS LIMITED** (Incorporated in the British Virgin Islands) of Ockham House, Silverhill, Hurst Green, Etchingam TN19 7QE (hereinafter called "the Third Owner") of the third part
4. **HSBC BANK PLC** (Co. Regn. No. 14259) of Sheffield Securities Processing Centre, P.O. Box 3924, Sheffield S1 9BD (hereinafter called "the Mortgagee") of the fourth part
5. **11-15 COLONNADE LLP** (Co. Regn. No. OC365505) of Copper House, 88 Snakes Lane East, Woodford Green, Essex, United Kingdom, 1G8 7HX (hereinafter called the "Purchaser") of the fifth part
6. **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

**WHEREAS:**

- 1.1 The Council the First Owner the Second Owner the Third Owner and the Mortgagee entered into an Agreement dated 31 March 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).

- 1.2 The First Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL896140 subject to a charge to the Mortgagee.
- 1.3 The Second Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL896141 subject to a charge to the Mortgagee.
- 1.4 The Third Owner is registered at the Land Registry as the freehold proprietor with Title absolute of part of the Property under Title Number NGL896139 subject to a charge to the Mortgagee.
- 1.5 The Purchaser is in the process of purchasing those parts of the Property which are registered under Title Numbers NGL896140 and NGL896141 and is interested in the Property for the purposes of Section 106 of the Act.
- 1.6 The First Owner the Second Owner and the Third Owner and the Purchaser are interested in the Property for the purposes of Section 106 of the Act and The First Owner the Second Owner and the Third Owner shall hereinafter together be collectively referred to as "the Owners".
- 1.7 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.
- 1.8 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owners and validated on 9 August 2011 for which the Council resolved to grant permission conditionally under reference 2011/3226/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.

11-23 Colonnade, London WC1N 1JA



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Caseyferro Architects  
Studio 36  
Bickerton House  
25 Bickerton Road  
London  
N19 5JT

Application Ref: 2011/3226/P

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:  
**11-23 Colonnade  
London  
WC1N 1JA**

**Proposal:**

**DECISION**  
Amendments to planning permission dated 31/03/11 (ref: 2009/4658/P) for alterations in association with change of use from hospital staff accommodation and garages (Sui Generis) to 9 residential dwelling houses (Class C3), namely to reduce number of residential units from 9 to 8 (4 x 2-bedroom and 4 x 3-bedroom), alterations to position of windows, doors and rooflights.

Drawing Nos: Existing Plans: 2008-02-P-000; 2008-02-P-001; 2008-02-P-202-A; 2008-02-P-203-A; 2008-02-P-204-A; 2008-02-P-205-A; 2008-02-P-206; 2008-02-P-207-A.

Previously Approved Plans: 2008-02-P-001; 2008-02-P-100B; 2008-02-P-202; 2008-02-P-203; 2008-02-P-204; 2008-02-P-205; 2008-02-P-206; 2008-02-P-207; 2008-02-P-210B; 2008-02-P-211A; 2008-02-P-212; 2008-02-P-213; 2008-02-P-214A; 2008-02-P-215; 2008-02-P-216C; 2008-02-P-217.

Proposed Plans: 2008-02-P-100-C; 2008-02-P-210-C; 2008-02-P-211; 2008-02-P-212; 2008-02-P-213; 2008-02-P-214-B; 2008-02-P-215; 2008-02-P-216-E; 2008-02-P-217.

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 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 The development hereby permitted shall be carried out in accordance with the following approved plans:  
Existing Plans: 2008-02-P-000; 2008-02-P-001; 2008-02-P-202-A; 2008-02-P-203-A; 2008-02-P-204-A; 2008-02-P-205-A; 2008-02-P-206; 2008-02-P-207-A.  
Previously Approved Plans: 2008-02-P-001; 2008-02-P-100B; 2008-02-P-202; 2008-02-P-203; 2008-02-P-204; 2008-02-P-205; 2008-02-P-206; 2008-02-P-207; 2008-02-P-210B; 2008-02-P-211A; 2008-02-P-212; 2008-02-P-213; 2008-02-P-214A; 2008-02-P-215; 2008-02-P-216C; 2008-02-P-217.  
Proposed Plans: 2008-02-P-100-C; 2008-02-P-210-C; 2008-02-P-211; 2008-02-P-212; 2008-02-P-213; 2008-02-P-214-B; 2008-02-P-215; 2008-02-P-216-E; 2008-02-P-217.

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

Informative(s):

- 1 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 CS1: Distribution of growth, CS5: Managing the impact of growth and development, CS6: Providing quality homes, CS11: Promoting sustainable and efficient travel, CS14: Promoting high quality places and conserving our heritage, CS15: Protecting and improving our parks and open spaces and encouraging biodiversity 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, DP3: Contributions to the supply of affordable housing, DP5: Homes of different sizes, DP6: Lifetime homes and wheelchair homes, DP16: The transport implications of development, DP17: Walking, cycling and public transport, DP18: Parking standards and limiting the availability of car parking, 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.

- 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.

Yours faithfully

Culture and Environment Directorate

**DECISION**



## 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 reference 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 31 March 2011 made between the Council the Owners and the Mortgagee

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 31 March 2011 referenced 2009/4658/P allowing the Alterations to roof including installation of rooflights and solar panels and alterations to front and rear façades in association with change of use from hospital staff accommodation and garages (Sui Generis) to 9 residential dwellinghouses ( 1 x 1-bedroom unit, 4 x 2-bed units and 4 x 3-bedroom unit) (Class C3) as shown on drawing numbers 2008-02-P-000 (Site Location Plan); 001; 100B; 202; 203; 204; 205; 206; 207; 210B; 211A; 212; 213; 214A; 215; 216C; 217; Letter from Great Ormond Street Hospital Children's Charity (previous owner) dated 7th May 2010; Letter from University College Hospitals NHS Foundation Trust (owner) dated 12th May 2010;

Letter from Caseyfiero Architects (agent) dated 17th May 2010; and Breeam:ecohomes Pre-assessment estimator by Building Research Establishment Ltd dated April 2006.

- 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 Owners and Mortgagee shall include their successors in title.

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

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

3.1.1 "the Development"

Amendments to planning permission dated 31/03/11 (ref. 2009/4658/P) for alterations in association with change of use from hospital staff accommodation and garages (Sui Generis) to 9 residential dwelling houses (Class C3), namely to reduce number of residential units from 9 to 8 (4 x 2-bedroom and 4 x 3-bedroom), alterations to position of windows, doors and rooflights as shown on drawing numbers 2008-02-P-100-C; 2008-02-P-210-C; 2008-02-P-211; 2008-02-P-212; 2008-02-P-213; 2008-02-P-214-B; 2008-02-P-215; 2008-02-P-216-E; 2008-02-P-217.

3.1.2 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 9 August 2011 for which a resolution to grant permission has been passed conditionally under reference number 2011/3226/P subject to conclusion of this Agreement

3.1.3 "the Planning Permission" the planning permission for the Development under reference number 2011/3226/P to be issued by the Council in the form of the draft annexed hereto

3.2 The following definitions shall be added to the Existing Agreement:-

3.2.1 "The First Element" that part of the Development which comprises 11-15 Colonnade comprising Title numbers NGL896140 and NGL896141 and shown hatched in blue on the Plan annexed hereto

3.2.2 "The Second Element" that part of the Development which comprises 17-23 Colonnade comprising Title number NGL896139 and shown hatched red on the Plan annexed hereto

3.2.3 "Element" either the First Element or the Second Element as appropriate

3.3 The following definitions shall be replaced as follows:-

3.4 The following clauses shall be deleted from the Existing Agreement:

Clause 4.3. and Clause 4.6

3.5 The following clause shall be added to the Existing Agreement:-

## **COBBLE REPAIRS**

- 4.3.1 On or prior to the Implementation Date for the First Element and/or the Second Element to submit a Condition Report to the Council for approval in respect of the relevant Element .
- 4.3.2 Subject to the consent/agreement of the local highway authority, upon completion of the First Element to check and replace any and all cobbles fronting the Property damaged as a result of the construction of the First Element ensuring that they are returned to the condition prior to the Implementation of the Development based on the Condition Schedule.
- 4.3.3 Subject to the consent/agreement of the local highway authority, upon completion of the Second Element to check and replace any and all cobbles fronting the Property damaged as a result of the construction of the Second Element ensuring that they are returned to the condition prior to the Implementation of the Development based on the Condition Schedule.
- 4.3.4 Not to Occupy or permit Occupation of the First Element until such time as the Council has confirmed in writing that all cobbles fronting the Property have been returned to the condition prior to the Implementation of the Development based on the relevant Condition Schedule
- 4.3.5 Not to Occupy or permit Occupation of the Second Element until such time as the Council has confirmed in writing that all cobbles fronting the Property have been returned to the condition prior to the Implementation of the Development based on the relevant Condition Schedule

## **SUSTAINABILITY AND ENERGY PLAN**

- 4.6.1 On or prior to the Implementation Date for the First Element and/or the Second Element to submit the Sustainability and Energy Plan to the Council for approval in respect of the relevant Element.
- 4.6.2 Not to Occupy or permit Occupation of the First Element until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability and

Energy Plan as approved by the Council have been incorporated into the First Element.

4.6.3 N not to Occupy or permit Occupation of the Second Element until a satisfactory post-completion review has been submitted to and approved by the Council in writing confirming that the measures incorporated in the Sustainability and Energy Plan as approved by the Council have been incorporated into the Second Element.

4.6.4 Following the Occupation Date not to Occupy or permit Occupation of any part of the First Element at any time when the First Element is not being managed in strict accordance with the Sustainability and Energy Plan as approved by the Council and shall not occupy or permit occupation of the First Element otherwise than in strict accordance with the requirements of the Sustainability and Energy Plan.

4.6.5 Following the Occupation Date not to Occupy or permit Occupation of any part of the Second Element at any time when the Second Element is not being managed in strict accordance with the Sustainability and Energy Plan as approved by the Council and shall not occupy or permit occupation of the Second Element otherwise than in strict accordance with the requirements of the Sustainability and Energy Plan.

3.6 The Plan annexed to this Deed shall be inserted into the Existing Agreement.

3.7 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 Owners agree 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.

6. **INDEMNITY**

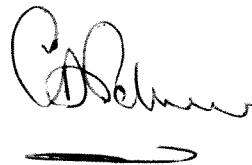
- 6.1 Subject to clause 6.6 of the Existing Agreement the Purchaser will indemnify and keep indemnified the First Owner the Second Owner and the Third Owner against all losses, costs, claims, demands, expenses, liabilities, taxes penalties, actions and damages incurred by the First Owner, the Second Owner and the Third Owner arising as a result of any breach or non-observance by the Purchaser of the obligations covenants and agreements in the Existing Agreement and this Agreement.
- 6.2 Subject to clause 6.6 of the Existing Agreement the First Owner the Second Owner and the Third Owner will indemnify and keep indemnified the Purchaser against all losses, costs, claims, demands, expenses, liabilities, taxes penalties, actions and damages incurred by the Purchaser arising as a result of any breach or non-observance by the First Owner the Second Owner or the Third Owner of the obligations covenants and agreements in the Existing Agreement and this Agreement

**IN WITNESS WHEREOF** the Council the Owners and the Purchaser have caused this Agreement to be executed as a Deed the day and year first above written.



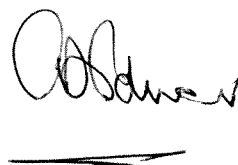
(Continuation of Deed of Variation relation to 11-23 Colonnade, London WC1N 1JA)

**SIGNED AS A DEED** on behalf of  
**CLEVELAND STREET LIMITED** a  
Company incorporated in the British  
Virgin Islands by **CHARLES DUDLEY**  
**PALMER** being a person who in  
accordance with the laws of that territory  
is (as duly authorised attorney) acting  
under the authority of the company



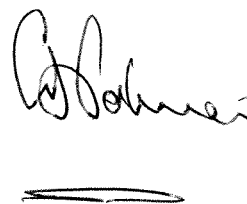
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**SIGNED AS A DEED** on behalf of  
**TEN FITZROY MEWS LIMITED** a  
Company incorporated in the British  
Virgin Islands by **CHARLES DUDLEY**  
**PALMER** being a person who in  
accordance with the laws of that territory  
is (as duly authorised attorney) acting  
under the authority of the company



.....

**SIGNED AS A DEED** on behalf of  
**WARREN MEWS LIMITED** a  
Company incorporated in the British  
Virgin Islands by **CHARLES DUDLEY**  
**PALMER** being a person who in  
accordance with the laws of that territory  
is (as duly authorised attorney) acting  
under the authority of the company

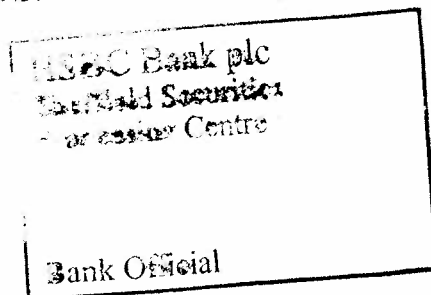


(Continuation of Deed of Variation relation to 11-23 Colonnade, London WC1N 1JA)

EXECUTED AS A DEED BY  
HSBC BANK PLC  
in the presence of:

ANULERE JUNE MGD 2004

W Medybank  
Bank Official



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

[Signature]  
Authorised Signatory



EXECUTED AS A DEED BY  
11-15 COLONNADE LLP

acting by a Member in the Presence of

[Signature]

Witness

Jonathan Ellis  
4 Wise Lane  
Mill Hill  
NW7-2RE  
Land Buyer