

DATED

14 July

2015 A  
~~2014~~

**(1) RUF PROPERTIES LIMITED**

and

**(2) SVENSKA HANDELSBANKEN AB (PUBL)**

and

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

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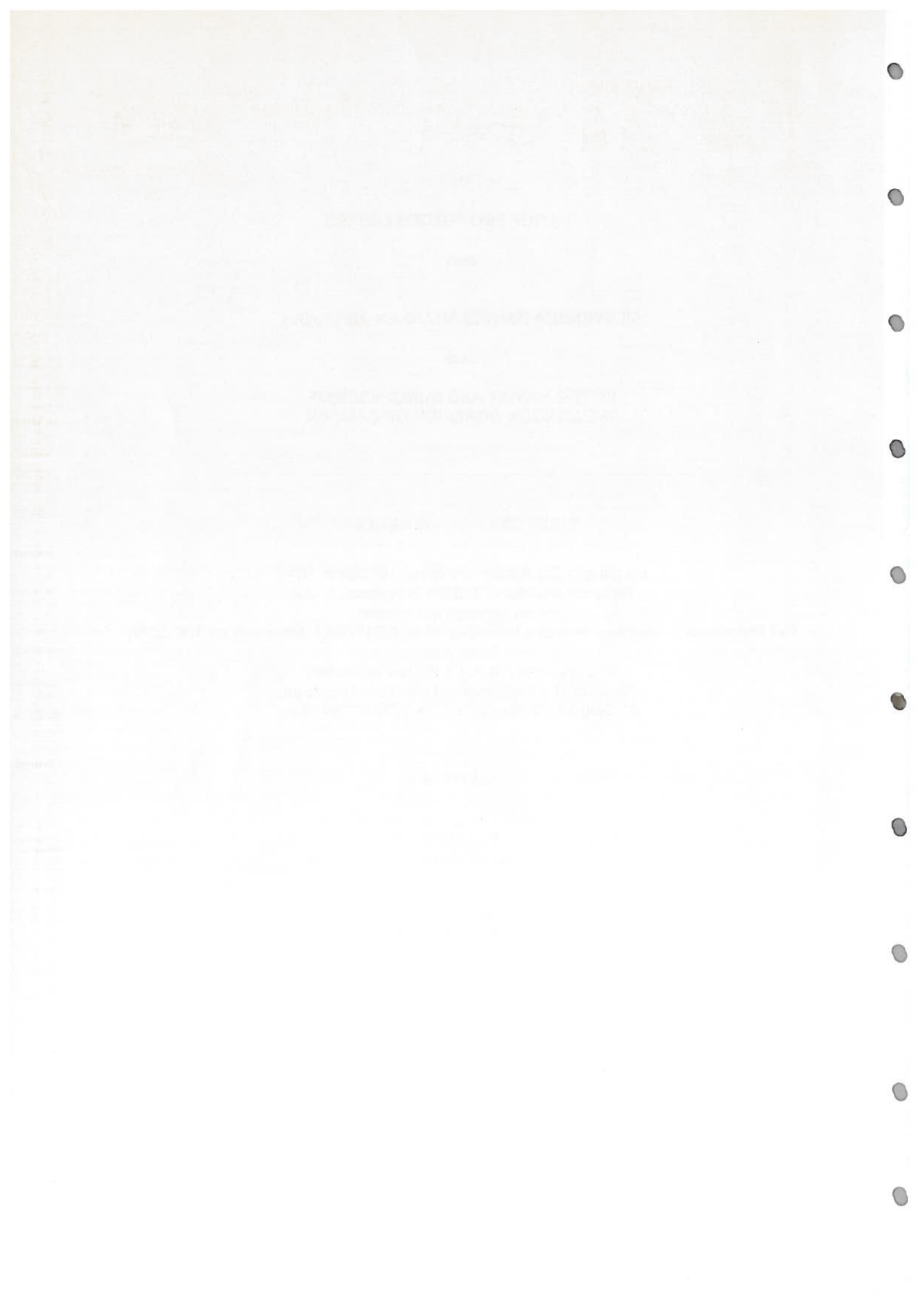
**FIRST DEED OF VARIATION**

Relating to the Agreement dated 14<sup>th</sup> March 2013  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
Ruf Properties Limited and Svenska Handelsbanken AB (PUBL) under section 106 of the  
Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**81 GUILFORD STREET LONDON WC1N 1DF**

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Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680  
Fax: 020 7974 1920



THIS AGREEMENT is made on the 14 day of July

2014

**BETWEEN**

1. **RUF PROPERTIES LIMITED** (Co. Regn. No. 8476908) whose registered office is at 21 Buckle Street London E1 8NN and whose postal address is Flat 4-5 Ziggurat Building, 60 Saffron Hill, London EC1N 8QX (hereinafter called "the Owner") of the first part
2. **SVENSKA HANDELSBANKEN AB (PUBL)** of 4M Building Malaga Avenue Manchester Airport Manchester M90 3RR (hereinafter called "the Mortgagee") of the second part
1. **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 Council, Ruf Properties Limited and Svenska Handelsbanken AB (PUBL) entered into an Agreement dated 6<sup>th</sup> February 2014 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 NGL936815 subject to a charge to the 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 to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 19<sup>th</sup> September 2014 for which the Council resolved to grant permission conditionally under reference 2014/5387/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 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 First Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 6<sup>th</sup> February 2014 made between the Council (1) Ruf Properties Limited (2) and Svenska Handelsbanken AB (PUBL) (3)

2.3.3 "the Original Planning Permission" change of use from nurses' hostel (Sui Generis) to residential (Class C3) to provide four units (1x3 bed maisonette & 3x1 bed flat), including rear extension at lower ground and ground floor levels, replacement of two rear windows with double doors and Juliette balcony, alterations to

create front first floor balcony, installation of two rooflights and removal of toilet block at rear first floor level, and associated alterations as shown on drawing numbers: OS plan; Existing drawings: 1106-FO-100P1; 101P1; 200P1; 300P1; 301P1; Proposed drawings: 1106-DO-100P4; 101P4; 200P2; 300P6 & 301P6

- 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 EXISTING AGREEMENT**

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

- 3.1.1 "Development" amendments to planning permission (2013/5798/P) dated 06/02/2014 for the change of use from nurses' hostel to residential use; namely, alterations to garden layout, including installation of new external stairs, addition of new black painted stainless steel railing to courtyard garden and external stairs, rebuilding of boundary wall to 1.8m height, and associated internal alterations as shown on drawing numbers: Site location plan; Existing drawings: 1106-FO-100P1; 101P1; 200P1; 300P1; 301P1;

Design and Access Statement by Orbit Architects dated August 2014; 1106-DO-100 Rev P7; 101 Rev P7; 200 Rev P3; 300 Rev P7; 301 Rev P7 & 302 Rev P3

3.1.2 "Planning Permission" the planning permission under reference number 2014/5387/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 14<sup>th</sup> August 2014 by the Owner and given reference number 2014/5387/P

3.2 After the words "2013/5798/P" in clause 5.2 of the Existing Agreement the words "or 2014/5387/P (as the case may be)" shall be inserted.

3.3 After the words "2013/5798/P" in clause 6.1 of the Existing Agreement the words "or 2014/5387/P (as the case may be)" shall be inserted.

3.4 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 and the Mortgagee have caused their respective Common Seal to be hereunto affixed and the Owner has executed this instrument as its Deed the day and year first before written

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

*Tessa ESM Clarke*  
.....  
**Director**

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

**EXECUTED as a Deed on behalf of)  
SVENSKA HANDELSBANKEN AB (PUBL))  
a Public Banking Company )  
Incorporated in Sweden )**

*PETER WYDE*  
.....

**and )  
*CHARLES BOOTH* )  
 )**

**being persons who in accordance)  
with the laws of that territory are )  
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:-**

*R. Alexander*  
.....  
**Authorised Signatory**



THE UNIVERSITY OF CHICAGO  
DEPARTMENT OF CHEMISTRY  
530 SOUTH EAST ASIAN AVENUE  
CHICAGO, ILLINOIS 60607-7070  
TEL: 773/936-5000 FAX: 773/936-5001

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DEPT. OF CHEMISTRY

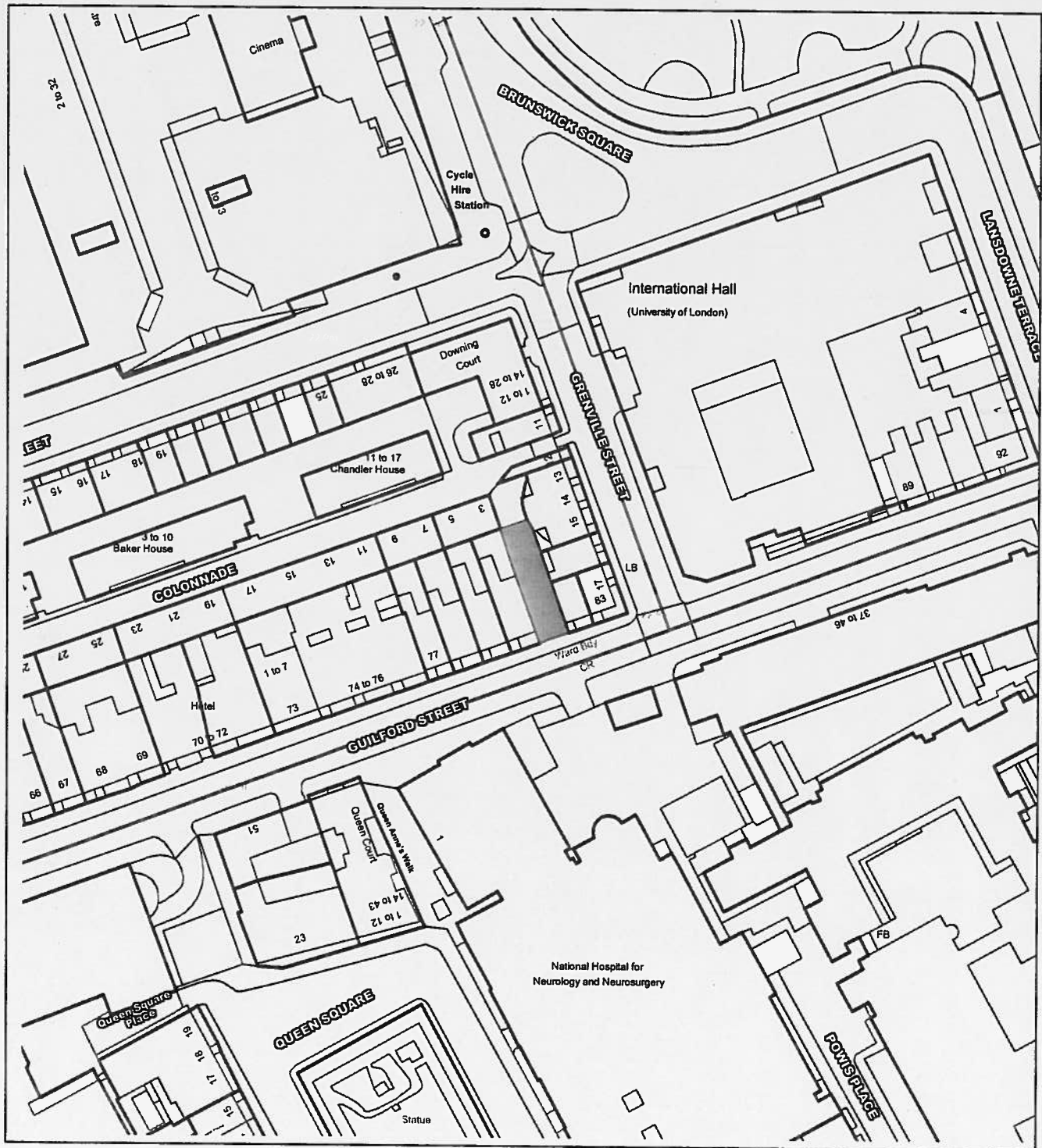
11/11/93

TO: DR. J. K. STILLE  
FROM: DR. J. K. STILLE  
SUBJECT: 11/11/93

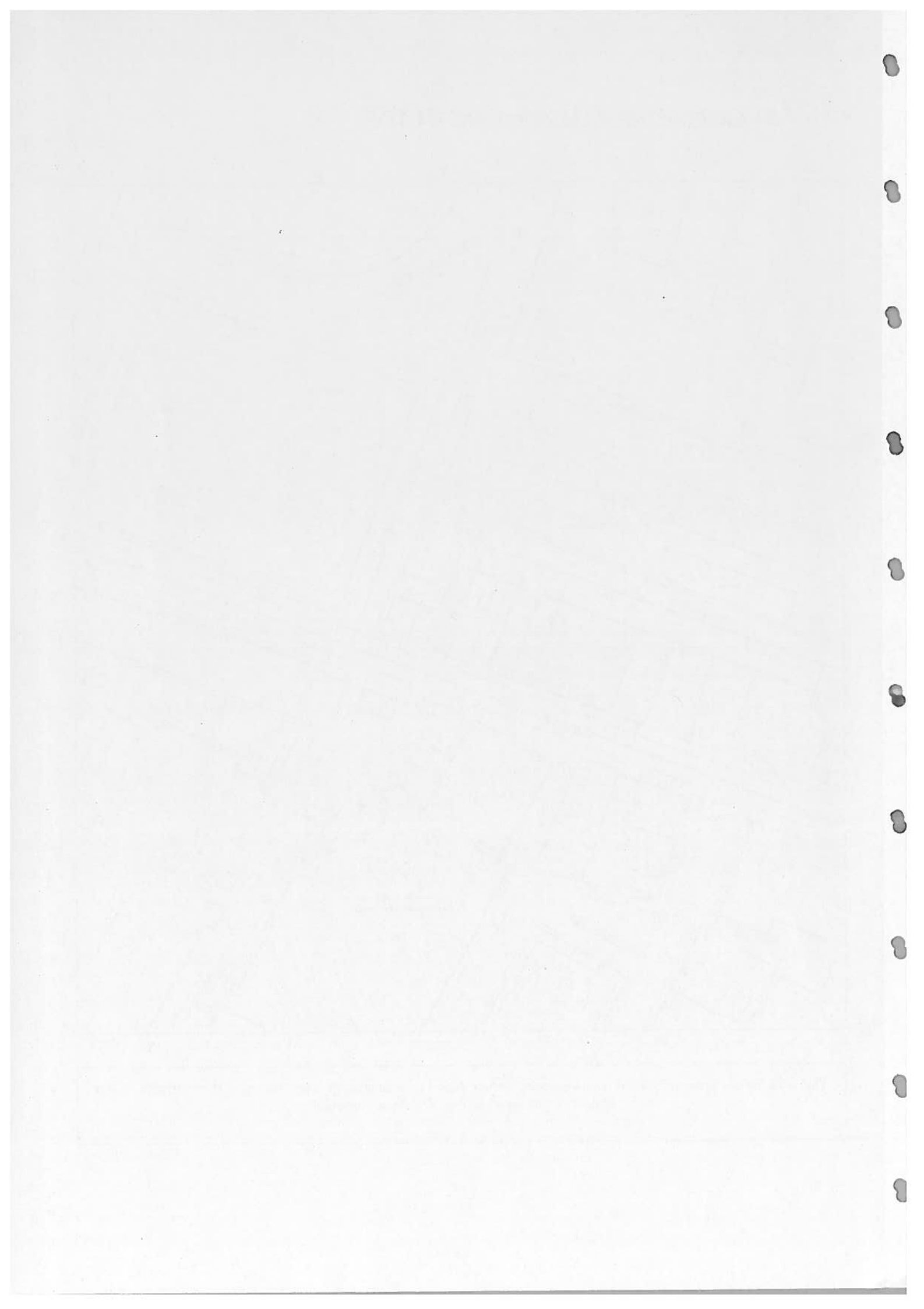
11/11/93



# 81 Guilford Street London WC1N 1DF



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**Regeneration and Planning  
Development Management**  
London Borough of Camden  
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SE1 8HA

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Textlink 020 7974 6866

[planning@camden.gov.uk](mailto:planning@camden.gov.uk)  
[www.camden.gov.uk/planning](http://www.camden.gov.uk/planning)

Application Ref: **2014/5387/P**

27 November 2014

Dear Sir/Madam

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

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

Address:  
**81 Guilford Street**  
**London**  
**WC1N 1DF**

**PROPOSAL**  
Proposal:

**DECISION**  
Amendments to planning permission (2013/5798/P) dated 06/02/2014 for the change of use from nurses' hostel to residential use; namely: rear extension; alterations to garden layout including installation of new external stairs, addition of new black painted stainless steel railing to courtyard garden and external stairs, rebuilding of boundary wall to 1.8m height and associated internal alterations.

Drawing Nos:

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 Condition 2 of planning permission granted on 06/02/2014 under reference number 2013/5798/P shall be replaced by the following condition:

**REPLACEMENT CONDITION 2**

The development hereby permitted shall be carried out in accordance with the following approved plans: Site location plan; Existing drawings: 1106-FO-100P1; 101P1; 200P1; 300P1; 301P1; Design and Access Statement by Orbit Architects dated August 2014; 1106-DO-100 Rev P7; 101 Rev P7; 200 Rev P3; 300 Rev P7; 301 Rev P7 & 302 Rev P3.

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

**Informative(s):**

- 1 It is acknowledged that there are no further conditions requiring details to be submitted under planning application 2013/5798/P granted 06/02/2015.
- 2 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.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate



DATED

14 July

2015  
~~2014~~

**(1) INTEREUROPEAN PROPERTIES SA**

-and-

**(2) COUTTS & COMPANY**

-and-

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

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**FIRST DEED OF VARIATION**

Relating to the Agreement dated 14<sup>th</sup> March 2013  
Between the Mayor and the Burgesses of the  
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Intereuropean Properties SA and Coutts & Company under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**96 LEATHER LANE LONDON EC1N 7TX**

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