

DATED

8 October

2015

(1) STARFISH PROPERTY PORTFOLIO LIMITED

and

(2) FINANCE & CREDIT CORPORATION LIMITED and RANN INVESTMENTS LIMITED

and

(3) PROPERTY HOLDINGS LIMITED

and

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

FIRST DEED OF VARIATION

Relating to the Agreement dated 2nd September 2014
Between the Mayor and the Burgesses of the
London Borough of Camden,
Starfish Property Portfolio Limited and Finance & Credit Corporation Limited and Rann
Investments Limited and Property Holdings Limited

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
58 EVERSOLT STREET LONDON NW1 1DA

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

Tel: 020 7974 5680
Fax: 020 7974 1920

1685.3023



THIS AGREEMENT is made on the

8

day of

October

2015

BETWEEN

1. **STARFISH PROPERTY PORTFOLIO LIMITED** (Co. Regn. No. 08527586) whose registered office is at 58 Eversholt Street London NW1 1DA (hereinafter called "the Owner") of the first part
2. **FINANCE & CREDIT CORPORATION LIMITED** (company number 2261543) of 58 Acacia Road London NW8 6AG and **RANN INVESTMENTS LIMITED** (company number 05467486) of 25 Station Road New Barnett Hertfordshire EN5 1PH (hereinafter called "the First Mortgagee") of the second part
3. **PROPERTY HOLDINGS LIMITED** (incorporated in Anguilla) (UK Regn. No. 2059326) of PO Box 1533 Heritage Suite The Valley Anguilla AL-2640 British West Indies and care of Dancastle Associates Limited, 1 Dancastle Court, 14 Arcadia Avenue, London N3 2JU (hereinafter called the "the Sub-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 Starfish Property Portfolio Limited and Finance & Credit Corporation Limited and Rann Investments Limited and Property Holdings Limited entered into an Agreement dated 2nd September 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 NGL712400 subject to a charge to the First and Sub-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 27 October 2014 for which the Council resolved to grant permission conditionally under reference 2014/6333/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.
- 1.6 The First Mortgagee as mortgagee under a legal charge registered under Title Number NGL712400 and dated 14 April 2014 is willing to enter into this Agreement to give its consent to the same.
- 1.7 The Sub-Chargee as a sub-chargee under a legal charge registered under Title Number NGL712400 and dated 14 April 2014 and 21 January 2015 is willing to enter into this Agreement to give its consent to the same.

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 2 September 2014 made between the Council, Starfish Property Portfolio Limited and Finance & Credit Corporation Limited and Rann Investments Limited and Property Holdings Limited
- 2.3.3 “the Original Planning Permission” means the planning permission granted by the Council on 2 September 2014 referenced 2014/2522/P allowing the change of use at ground and basement levels from massage parlour (Sui Generis) to retail (Class A1) at front and a new 2 bedroom maisonette (Class C3) at rear, including erection of a 2 storey courtyard infill extension, installation of 3 rooflights, and replacement shopfront as shown on drawing numbers: Site location plan; Block Plan; (13-1963)-104 P1; 100 P1; 102 P1; 101 P2
- 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 Mortgagees 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 "Development" variation of planning permission dated 2nd September 2014 for the variation of condition 4 (development in accordance) following planning permission granted 02/09/2014 (planning reference 2014/2522/P) for the change of use at ground and basement levels from massage parlour (Sui Generis) to retail (Class A1) and a 2 bedroom maisonette (Class C3) including 2 storey courtyard infill extension, and a replacement shopfront. The changes relate to the appearance and design of the shopfront.

3.1.2 "Planning Permission" the planning permission under reference number 2014/6333/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 07 October 2014 by the Owner and given reference number 2014/6333/P

3.2 After the words "2014/2522/P" in clause 5.2 of the Existing Agreement the words "or 2014/6333/P (as the case may be)" shall be inserted.

3.3 After the words "2014/2522/P" in clause 6.1 of the Existing Agreement the words "or 2014/6333/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

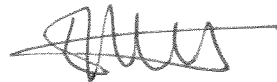
6. **MORTGAGEE EXEMPTION**

6.1 The First 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 and 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.

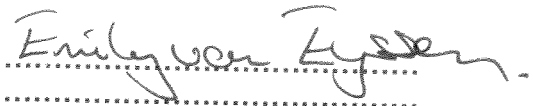
6.2 The Sub-Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

IN WITNESS WHEREOF the Council and the Owner has caused their respective Common Seals to be affixed and the Mortgagee has caused this Agreement to be executed as a Deed the day and year first above written.

EXECUTED AS A DEED BY
STARFISH PROPERTY PORTFOLIO LIMITED)
acting by a Director

) 

Director Name: (CAPITALS)
Director Signature:

) 
.....
.....

in the presence of:
Witness Signature:

) 
.....

Witness Name: (CAPITALS)

) 
.....

FLAT 2
25 RAMSEY WALK
LONDON N1 2NS
PERSONAL ASSISTANT

Address:)

)

Occupation:)

EXECUTED AS A DEED BY
FINANCE & CREDIT CORPORATION LIMITED)

By)
in the presence of:)

.....

Nigela Cillies

NIGELA CILLIES
58 Acacia Lane, London NW8 6AG

EXECUTED AS A DEED BY
RANN INVESTMENTS LIMITED

By)
in the presence of:)

.....

Nigela Cillies

NIGELA CILLIES
58 Acacia Lane, London NW8 6AG

EXECUTED AS A DEED BY ^{STEVEN} NIGEL ROYTER
PROPERTY HOLDINGS LIMITED
acting by a Director

Director Name: (CAPITALS))

Director Signature:)

in the presence of:)

Witness Signature:)

Witness Name: (CAPITALS))

Address:)

Occupation:)

Nigel Royter

.....
.....

Saran Ireland

SARAN IRELAND.....

.....
.....

London NW8 4BT.....

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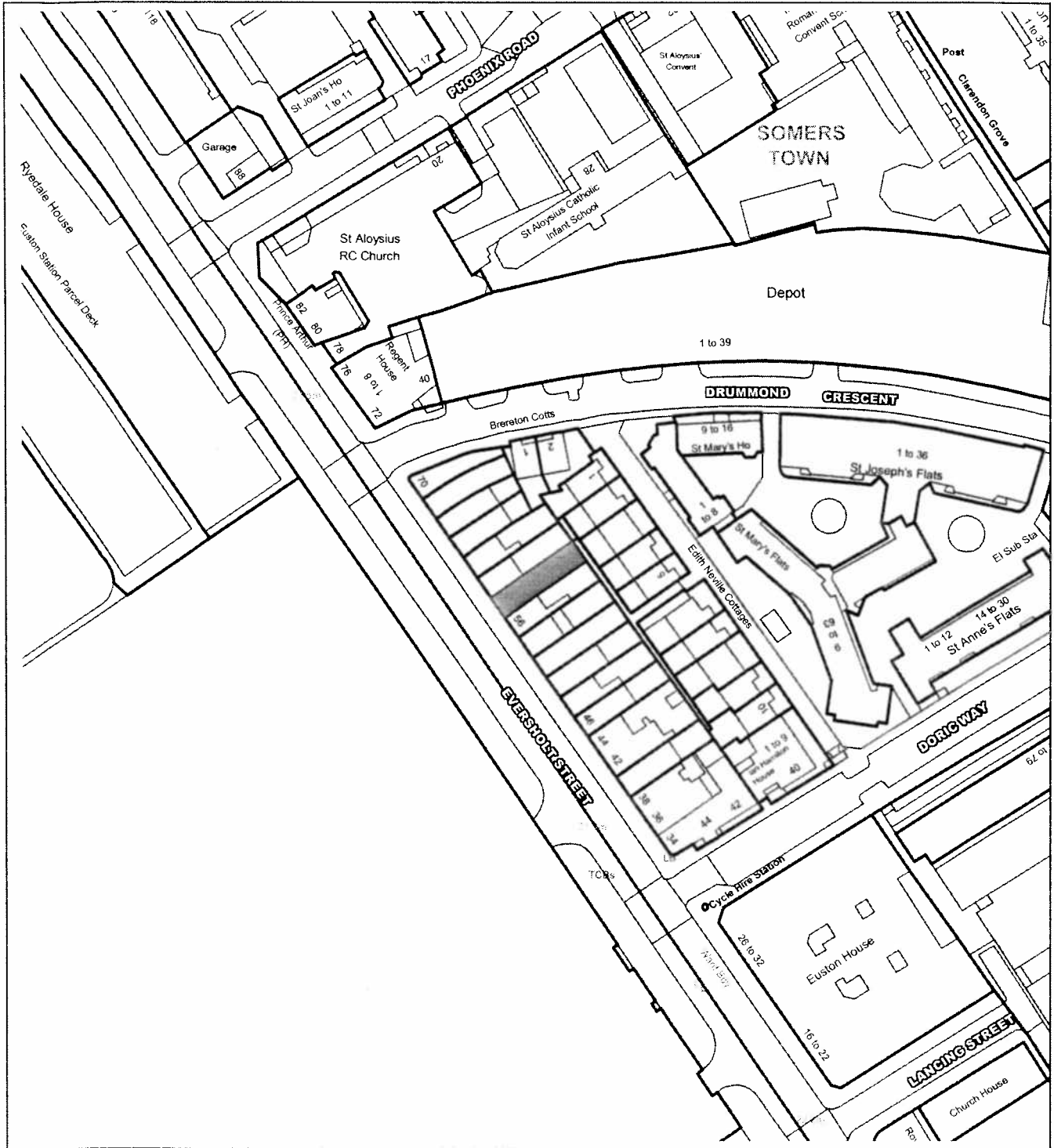
THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:)

Appleby
.....
Authorised Signatory



58 Eversholt Street London NW1 1DA

Alpha



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PLC Architects
Brankesmere House
Queens Crescent
Southsea
PO5 3HTApplication Ref: **2014/6333/P**

20 February 2015

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:
58 Eversholt Street
London
NW1 1DA**DECISION**
Proposal:
Variation of condition 4 (development in accordance) following planning permission granted 02/09/2014 (planning reference 2014/2522/P) for the change of use at ground and basement levels from massage parlour (Sui Generis) to retail (Class A1) and a 2 bedroom maisonette (Class C3) including 2 storey courtyard infill extension, and a replacement shopfront. The changes relate to the appearance and design of the shopfront.
Drawing Nos: Revised Plans: 13 - 1963 - 103 Rev P3.

Superseded Plans: 13 - 1963 - 103 Rev P1.

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 For the purposes of this decision, condition no.4 of planning permission 2014/2522/P shall be replaced with the following condition:

REPLACEMENT CONDITION 4

The development hereby permitted shall be carried out in accordance with the following approved plans- Site location plan; Block Plan; (13-1963)-100 Rev P1; 101 Rev P2; 102 Rev P1 and 103 Rev P3.

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

Informative(s):

- 1 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings, conditions (and obligations where applicable) as attached to the previous planning permission. This includes condition 1 providing for a 3 year time period for implementation which for the avoidance of doubt commences with the date of the original decision (and not this variation).

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

DECISION

Culture and Environment Directorate



DATED

8 October

2015

(1) STARFISH PROPERTY PORTFOLIO LIMITED

and

(2) FINANCE & CREDIT CORPORATION LIMITED and RANN INVESTMENTS LIMITED

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(3) PROPERTY HOLDINGS LIMITED

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

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