

DATED 22 September 2015

(1) GFZ DEVELOPMENTS LIMITED

-and-

(2) EFG PRIVATE BANK LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the Original Agreement dated 3 November 2014 (as varied by the First Deed of Variation dated 12 June 2015)

between

the Mayor and Burgesses of the London Borough of Camden
GFZ Developments Limited and EFG Private Bank Limited

under section 106 of the Town and

Country Planning Act 1990 (as amended)

Relating to development at premises known as

8 Warwick House Chambers

Warwick Court

London

WC1R 5DJ

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 22 day of September 2015

BETWEEN

1. **GFZ DEVELOPMENTS LIMITED** (registered under company number 07638914) whose registered office is at 2 St. Andrews Place, Lewes, East Sussex, BN7 1UP (hereinafter called "the Owner") of the first part
2. **EFG PRIVATE BANK LIMITED** (registered under company number 02321802) whose registered office is at 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 Council, GFZ Developments Limited and EFG Private Bank Limited entered into an Agreement dated 03 November 2014 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council, GFZ Developments Limited and EFG Private Bank Limited entered into the First Deed of Variation dated 12 June 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.3 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN165241 subject to a charge to the Mortgagee.
- 1.4 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.5 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.

- 1.6 A new Planning Application in respect of the Property and to amend the Original Planning Permission as varied by the First Planning Permission was submitted to the Council by the Owner and validated on 08 May 2015 for which the Council resolved to grant permission conditionally under reference 2015/2648/P subject to the conclusion of this Agreement.
- 1.7 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.
- 1.8 Without prejudice to the terms of the other covenants contained in the Original Agreement as varied by the First Deed of Variation the parties hereto have agreed to vary the terms of the Original Agreement as varied by the First Deed of Variation as hereinafter provided.

2. **INTERPRETATION**

- 2.1 All words and phrases defined in the Original Agreement as varied by the First Deed of Variation shall have the same meaning in this Agreement save where the context otherwise dictates and for the avoidance of any doubt the Original Agreement as varied by the First Deed of Variation shall remain in full force and effect save as varied by this Agreement.
- 2.2 All references in this Agreement to clauses in the Original Agreement as varied by the First Deed of Variation are to clauses within the Original Agreement as varied by the First Deed of Variation.
- 2.3 In this Agreement the following expressions shall unless the context otherwise states have the following meanings now allocated to them.

2.3.1 "Agreement" this Second Deed of Variation

2.3.2 "the First Deed of Variation" the deed of variation made under the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 12 June 2015 made between the Council and the Owner and the Mortgagee for the variation of condition

3 (approved plans) of planning permission 2014/1949/P dated 11/09/2014 (for change of use to residential to create 5 bed flats, erection of 4 storey closet wing and replacement rear façade), namely to alter flat roof and internal changes. as shown on drawing numbers: Revised Drawings: P_02 B; P_03 B; P_04 B; P_05 B; P_06 B; P_07 B; P_08 B; P_09 B; P_10 B; P_11 B; P_12 B; P_13 B; P_14 B; P_15 B; P_16 B; P_17 C; Superseded drawings: P_02 A; P_03 A; P_04 A; P_05 A; P_06 A; P_07 A; P_08 A; P_10 A; P_11 A; P_12 A; P_13 A; P_14 A; P_15 A; P_16 A; P_17 A

2.3.3 "Original Agreement"

the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 03 November 2014 made between the Council and the Owner and the Mortgagee

2.3.4 "the Original Planning Permission"

means the planning permission granted by the Council on 03 November 2014 referenced 2014/1949/P allowing (i) in respect of the Planning Permission: change of use from business floorspace (Class B1) to residential (Class C3) to create 5 (1x1& 4x2 bed) flats; including erection of 4-storey closet wing and rear façade as replacement for existing, alterations to front façade and pavement vaults to provide refuse storage as shown on drawing numbers Location plan; P_02 A; P_03 A; P_04 A; P_05 A; P_06 A; P_07 A; P_08 A; P_10 A; P_11 A; P_12 A; P_13 A; P_14 A; P_15 A; P_16 A; P_17 A; P_18 A; P_19 A; Design & Access Statement; Daylight Report March 2014; Structural Feasibility Report, Job No: 142151,

March 2014; Energy & Sustainable Statement, ref.1009237/-RPT-00001, March 2014; and (ii)in respect of the Listed Building Consent: internal and external works in association with change of use from business floorspace (Class B1) to residential (Class C3) to create 5 (1x1& 4x2 bed) flats; including erection of 4-storey closet wing and rear façade as replacement for existing, alterations to front façade and excavation of pavement vaults to provide refuse storage Location plan; P_02 A; P_03 A; P_04 A; P_05 A; P_06 A; P_07 A; P_08 A; P_10 A; P_11 A; P_12 A; P_13 A; P_14 A; P_15 A; P_16 A; P_17 A; P_18 A; P_19 A; Design & Access Statement; Daylight Report March 2014; Structural Feasibility Report, Job No: 142151, March 2014; Energy & Sustainable Statement, ref.1009237/-RPT-00001, March 2014

- 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 ORIGINAL AGREEMENT AS VARIED BY THE FIRST DEED OF VARIATION

3.1 The following definitions contained in the Original Agreement as varied by the First Deed of Variation shall be varied as follows:

- 3.1.1 "Development" the definition of "Development" shall be replaced by the following: "the development permitted pursuant to planning permission dated 3 November 2014 (reference number 2014/1949/P) as amended by planning permission dated 12 June 2015 (reference number 2014/6983/P) for variation of condition 3 in relation to planning permission (2014/1949/P) dated 24/03/14 for change of use, extensions and alterations, namely to allow demolition of partition wall to top of staircase on the 3rd floor level and addition of secondary glazing to all front windows as shown on drawing numbers **Superseded:** P_02 A; P_03 A; P_04 A; P_05 A; P_06 A; P_10 B; P_11 B; P_12 B; P_13 B; P_14 A; P_15 A; P_16 A; P_17 A; P_18 A. **Approved:** P_02 C; P_03 C; P_04 C; P_05 C; P_06 D; P_07 B; P_10 B; P_11 B; P_12 B; P_13 B; P_14 D; P_15 B; P_16 C; P_17 C; P_18 B
- 3.1.2 "Planning Application" the application for Planning Permission in respect of the Property submitted on 8 May 2015 by the Owner and given reference number 2015/2648/P
- 3.1.2 "Planning Permission" the planning permission under reference number 2015/2648/P to be issued by the Council in the form of the draft annexed hereto

- 3.2 After the words "2014/1949/P" in clause 5.2 of the Original Agreement the words "or
"2015/2648/P" (as the case may be)" shall be inserted.
- 3.3 After the words "2014/1949/P" in clause 5.6 of the Original Agreement the words "or
"2015/2648/P" (as the case may be)" shall be inserted.
- 3.4 After the words "2014/1949/P" in clause 6.1 of the Original Agreement the words "or
"2015/2648/P" (as the case may be)" shall be inserted.
- 3.5 The draft planning permission reference 2015/2648/P annexed to this Agreement shall
be treated as annexed to the Original Agreement as varied by the First Deed of
Variation in addition to the existing annexures.
- 3.6 In all other respects the Original Agreement as varied by the First Deed of Variation
(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

The Mortgagee hereby consents to the completion of this Agreement and agrees to
be bound by it 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.

7 RIGHTS OF THIRD PARTIES

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement

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
GFZ DEVELOPMENTS LIMITED
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

JOSEPH NIEL LEONARD
[Signature]

ANDREW MELROSE
[Signature]

EXECUTED AS A DEED BY
EFG PRIVATE BANK LIMITED
acting by a Director and its Secretary
or by two Directors

Director Name: (CAPITALS)

Director Signature:

Director/Secretary Name (CAPITALS)

Director/Secretary Signature:

[Signature]
PHILIP AMPHLETT

THEO SPARROW
[Signature]

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

Authorised Signatory

[Signature]
SIOBHAN KEEVES



8 Warwick Court London WC1R 5DJ



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Marek Wojciechowski Architects
Level 2
28 Margaret Street
London
W1W 8RZ

Application Ref: **2015/2648/P**

03 September 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:
**8 Warwick House Chambers
Warwick Court
London
WC1R 5DJ**

DECISION
Proposal:

Variation of condition 3 in relation to planning permission (2014/1949/P) dated 24/03/14 for change of use, extensions and alterations, namely to allow demolition of partition wall to top of staircase on the 3rd floor level and addition of secondary glazing to all front windows.

Drawing Nos: Superseded: P_02 A; P_03 A; P_04 A; P_05 A; P_06 A; P_10 B; P_11 B; P_12 B; P_13 B; P_14 A; P_15 A; P_16 A; P_17 A; P_18 A.

Approved: P_02 C; P_03 C; P_04 C; P_05 C; P_06 D; P_07 B; P_10 B; P_11 B; P_12 B; P_13 B; P_14 D; P_15 B; P_16 C; P_17 C; P_18 B.

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 3 of the planning permission granted on 24/03/2014 under reference number 2014/1949/P shall be replaced by the following condition:

REPLACEMENT CONDITION 3

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location plan; P_02 C; P_03 C; P_04 C; P_05 C; P_06 D; P_07 B; P_08 A; P_9 A; P_10 B; P_11 B; P_12 B; P_13 B; P_14 D; P_15 B; P_16 C; P_17 C; P_18 B; P_19 A; Design & Access Statement; Daylight Report March 2014; Structural Feasibility Report, Job No: 142151, March 2014; Energy & Sustainable Statement, ref.1009237/-RPT-00001, March 2014.

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

Informative(s):

- 1 Reasons for granting permission.

The current proposal seek to amend the approved demolition drawings to include a] demolition of partition wall to top of staircase at the 3rd floor level and b] addition of secondary glazing to all front windows.

The extant approved scheme involves substantial internal and external demolition works. The proposed amendments are internal and not visible from the public realm; and are considered to be acceptable and not harmful to the historic fabric of the largely post-war reconstructed host building. The proposed amendments would not harm the appearance of the host building or the surrounding areas nor will they impact detrimentally on neighbour amenity.

The full impact of the proposed development has already been assessed by virtue of the previous approval granted on 24th March 2014 reference 2014/1949/P. In the context of the permitted scheme, it is considered that the amendments would not have any further impact on the building, street scene and Conservation Area or on nearby occupiers.

No objections have been raised in relation to the application. The application site's planning history and relevant appeal decisions were taken into account when coming to this decision.

Special regard has been attached to the desirability of preserving the listed building or its setting or any features of special architectural or historic interest which it possesses, and also to the desirability of preserving or enhancing the character or appearance of the conservation area, under s.66 and s.72 of the Listed Buildings and Conservation Areas Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

As such, the proposed development is in general accordance with policies CS5

and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24, DP25 and DP26 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 7.4, 7.6 and 7.8 of the London Plan March 2015, consolidated with alterations since 2011; and paragraphs 14, 17 and 126-141 of the National Planning Policy Framework.

- 2 You are advised that this decision relates only to the changes highlighted on the plans and/or set out in the description and on the application form, and shall only be read in the context of the substantive permission granted on 24 March 2014 reference 2012/5417/P and is bound by all the conditions and obligations attached to that permission.
- 3 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

DECISION

DATED 22 September 2015

(1) GFZ DEVELOPMENTS LIMITED

-and-

(2) EFG PRIVATE BANK LIMITED

-and-

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

SECOND DEED OF VARIATION

Relating to the Original Agreement dated 3 November 2014 (as varied by the First Deed of Variation dated 12 June 2015)

between

the Mayor and Burgesses of the London Borough of Camden

GFZ Developments Limited and EFG Private Bank Limited

under section 106 of the Town and

Country Planning Act 1990 (as amended)

Relating to development at premises known as

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