

DATED 19 April

2017

(1) CHAIT INVESTMENT CORPORATION LIMITED

-and-

(2) PRIMROSE APARTMENTS LIMITED

-and-

(3) SANTANDER UK PLC

-and-

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

SECOND DEED OF VARIATION

Relating to the Original Agreement dated 24 December 2013 (as varied by the First Deed of Variation dated 22 September 2015)

Between the Mayor and Burgesses of the London Borough of Camden

And Chait Investments Corporation Limited

under section 106A of the Town and

Country Planning Act 1990 (as amended)

Relating to development at premises known as

LEEDER HOUSE 6 ERSKINE ROAD, LONDON NW3 3AJ

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

Tel: 020 7974 5680

Fax: 020 7974 1920

1781.626



THIS AGREEMENT is made on the 19th day of April 2017

BETWEEN

1. **CHAIT INVESTMENT CORPORATION LIMITED** (incorporated in Malta) (UK Regn. NO. C68108) care of Armitage Property Management Limited New Maxdov House 130 Bury New Road Prestwich M25 0AA (hereinafter called "the First Owner") of the first part
2. **PRIMROSE APARTMENTS LIMITED** (company registration number 09433113) care of Armitage Property Management Limited New Maxdov House 130 Bury New Road Prestwich M25 0AA (hereinafter called the "Second Owner") of the second part
3. **SANTANDER UK PLC** (company registration number 02294747) of 2 Triton Square, Regent's Place, London, NW1 3AN (hereinafter called "the 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 and Durley Investment Corporation entered into an Agreement dated 24 December 2013 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council and Chait Investment Corporation Limited entered into the First Deed of Variation dated 22 September 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.3 The First Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL800661, subject to a charge to the Mortgagee. Prior to the transfer in favour of the Second Owner, the land within this title constituted the whole of the premises known as Leeder House, 6 Erskine Road, London NW3 3AJ as shown edged red on the plan attached to the Agreement dated 24 December 2013 (the "Property").

- 1.4 The Second Owner then acquired part of the Property from the First Owner on 28 April 2015. The Second Owner has recently been registered at the Land Registry as the freehold proprietor of part of the Property with Title Absolute under title number NGL957415, subject to a charge to the Mortgagee.
- 1.5 The First Owner and the Second Owner are together the freehold owners of the Property and they are together interested in the Property for the purposes of Section 106(9) of the Act.
- 1.6 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.
- 1.7 The Mortgagee as mortgagee under two legal charges registered under Title Number NGL800661 and dated 21 May 2015 and registered under Title Number NGL957415 dated 21 May 2015 (hereinafter called "the Legal Charges") is willing to enter into this Agreement to give its consent to the same.
- 1.8 A new Planning Application in respect of the Property and to amend the Original Planning Permission as varied by the Second Planning Permission was submitted to the Council by the First Owner and validated on 6 October 2015 for which the Council resolved to grant permission conditionally under reference 2015/5607/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 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 Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 22 September 2015 made between the Council and the First Owner.

2.3.3 "Original Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 24 December 2013 made between the Council and the First Owner

2.3.4 "the Original Planning Permission" means the planning permission granted by the Council on 24 December 2013 referenced 2013/6326/P allowing the redevelopment involving the change of use of Leeder House from office (Class B1) to residential use (Class C3) to provide 4 units (1x2, 3x3 bed); erection of part 2 / part 3-storey building with enlarged basement (following the demolition of Block 5); roof extension and alterations to elevations of Blocks 2 and 3; erection of three core blocks to provide circulation and services; and alterations to caretakers' lodge. as shown on drawing numbers Os Plan; Existing Plans: 001-00; 01; 02; 03; 05; 020-01P3; 050-01P3; 050-02-P3; Proposed Plans: 010-B1RevD; 010-00RevE;

010-01RevD; 010-02-RevD; 010-03RevE; 010-05RevE; 020-01RevB; 020-02RevA; 020-03RevA; 020-04RevA; 020-05RevA; 050-01RevB; 050-02RevB; 050-03RevB; 050-04RevB; 050-05RevB; 050-06RevA; Code for Sustainable Homes preliminary assessment by Eight Associates dated 20/06/2013; Energy and Strategy Assessment by Eight Associates dated 20/06/2013; BREEAM offices Sustainability Plan dated 13/03/2013; Construction Management Plan by Knight Harwood; Daylight and sunlight report by Studio F7 dated 12th May 2013; Ecology Report by Thomson Ecology dated March 2013; Floorspace schedule by PKS Architects dated 26/09/2013; Transport Assessment by RPS; Workplace Travel Plan by RPS and Basement Impact Assessment (Parts 1-5) by Webb Yates Engineers (Ref: J1602-doc-01 Revision X3)

2.3.5 "the Second Planning Permission"

the planning permission granted by the Council for the variation of condition 2 (approved drawings) of planning permission granted on 24/12/2013 reference 2013/6326/P for redevelopment involving the change of use of Leeder House from office (Class B1) to residential use (Class C3) to provide 4 units (1x2, 3x3 bed); erection of part 2 / part 3-storey building with enlarged basement (following the demolition of Block 5); roof extension and alterations to elevations of Blocks 2 and 3; erection of three core blocks to provide circulation and services; and alterations to caretakers' lodge; namely repositioning of window and door of caretaker's lodge as shown on drawing numbers Os Plan; Existing Plans: 001-01; 02; 03; 05; 020-01P3; 050-01P3; 050-

02-P3; Proposed Plans: 010-B1RevD; 010-00RevF; 010-01RevD; 010-02-RevD; 010-03RevE; 010-05RevE; 020-01RevB; 020-02; 020-03; 020-04; 020-05; 050-01RevC; 050-02RevB; 050-03RevB; 050-04RevB; 050-05RevB; 050-06RevA; Code for Sustainable Homes preliminary assessment by Eight Associates dated 20/06/2013; Energy and Strategy Assessment by Eight Associates dated 20/06/2013; BREEAM offices Sustainability Plan dated 13/03/2013; Construction Management Plan by Knight Harwood; Daylight and sunlight report by Studio F7 dated 12th May 2013; Ecology Report by Thomson Ecology dated March 2013; Floorspace schedule by PKS Architects dated 26/09/2013; Transport Assessment by RPS; Workplace Travel Plan by RPS; Basement Impact Assessment (Parts 1-5) by Webb Yates Engineers (Ref: J1602-doc-01 Revision X3)

- 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 First Owner and the Second Owner shall include their respective 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 24 December 2013 (reference number 2013/6326/P) as amended by (1) the planning permission dated 22 September 2015 (reference number 2014/6180/P) (for the variation of condition 2) and by (2) the planning permission to be granted by the Planning Application (for the further variation of condition 2) for the retention of all existing windows in the eastern elevation of building 2 and removal of concrete cill fillets and replacement with original stone cills on the ground floor windows on the southern elevation of Leeder House fronting Erskine Road as an amendment of condition 2 (development in accordance with approved plans) granted under reference 2013/6326/P dated 24/12/13 for redevelopment involving the change of use of Leeder House from office (Class B1) to residential use (Class C3) to provide 4 units (1x2, 3x3 bed); erection of part 2 / part 3-storey building with enlarged basement (following the demolition of Block 5); roof extension and alterations to elevations of Blocks 2 and 3; erection of three core blocks to provide circulation and services; and alterations to caretakers' lodge as shown on drawing numbers: Superseded drawings: 010-01RevD; 050-01RevC; 050-05RevB Approved drawings: 010-01RevE; 050-01RevD; 050-05RevC.

3.1.2 "Planning Application" the application for Planning Permission in respect of the Property submitted on 5 October 2015 by the First Owner and given reference number 2015/5607/P

3.1.2 "Planning Permission" the definition of "Planning Permission" shall be amended by adding the following words at the end: "as amended by the planning permission under reference number 2015/5607/P to be issued by the Council in the form of the draft annexed hereto"

3.2 The words "2013/6326/P" in clause 5.2 of the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with "2015/5607/P".

3.3 The words "2013/6326/P" in clause 5.6 of the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with "2015/5607/P".

3.4 The words "2013/6326/P" in clause 7.1 of the Original Agreement (as varied by the First Deed of Variation) shall be deleted and replaced with "2015/5607/P".

3.5 The draft planning permission reference 2015/5607/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 First Owner and the Second 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

6.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Property shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Property shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Property in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

**EXECUTED as a Deed on behalf of
CHAIT INVESTMENT CORPORATION LIMITED
being a company incorporated in
MALTA by MICHAEL SHINE**

Authorised Signatory
MICHAEL SHINE

Director

Company Director

CONTINUATION OF DEED OF VARIATION IN RELATION TO LEEDER HOUSE 6
ERSKINE ROAD, LONDON NW3 3AJ

EXECUTED as a Deed
By SANTANDER UK PLC
By
in the presence of:

)
) *Joov*
)
ISL.T. GOODFORD

llon
.....

NAME - CARMEN PERILLA

ADDRESS - ONE DOVER ST, W1S 4LA

OCCUPATION - RELATIONSHIP MANAGER

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

)
)
)
)

R. Alexander
.....
Duly Authorised Officer



DPP Planning
66 Porchester Road
London
W2 6ET

Application Ref: **2015/5607/P**

06 February 2017

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:
**6 Erskine Road
London
NW3 3AJ**

DECISION

Proposal:

Retention of all existing windows in the eastern elevation of building 2 and removal of concrete cill fillets and replacement with original stone cills on the ground floor windows on the southern elevation of Leeder House fronting Erskine Road as an amendment of condition 2 (development in accordance with approved plans) granted under reference 2013/6326/P dated 24/12/13 for redevelopment involving the change of use of Leeder House from office (Class B1) to residential use (Class C3) to provide 4 units (1x2, 3x3 bed); erection of part 2 / part 3-storey building with enlarged basement (following the demolition of Block 5); roof extension and alterations to elevations of Blocks 2 and 3; erection of three core blocks to provide circulation and services; and alterations to caretakers' lodge.

Drawing Nos: Superseded drawings: 010-01RevD; 050-01RevC; 050-05RevB

Approved drawings: 010-01RevE; 050-01RevD; 050-05RevC

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 no.2 of planning permission 2013/6326/P dated 24/12/2013 shall be replaced with the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans-

Os Plan; Existing Plans: 001-01; 02; 03; 05; 020-01P3; 050-01P3; 050-02-P3; Proposed Plans: 010-B1RevD; 010-00RevE; 010-01RevE; 010-02-RevD; 010-03RevE; 010-05RevE; 020-01RevB; 020-02; 020-03; 020-04; 020-05; 050-01RevD; 050-02RevB; 050-03RevB; 050-04RevB; 050-05RevC; 050-06RevA; Code for Sustainable Homes preliminary assessment by Eight Associates dated 20/06/2013; Energy and Strategy Assessment by Eight Associates dated 20/06/2013; BREEAM offices Sustainability Plan dated 13/03/2013; Construction Management Plan by Knight Harwood; Daylight and sunlight report by Studio F7 dated 12th May 2013; Ecology Report by Thomson Ecology dated March 2013; Floorspace schedule by PKS Architects dated 26/09/2013; Transport Assessment by RPS; Workplace Travel Plan by RPS; Basement Impact Assessment (Parts 1-5) by Webb Yates Engineers (Ref: J1602-doc-01 Revision X3).

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

Informative(s):

- 1 Reasons for granting permission.

The approved plans did not include the retention of the existing first floor windows on the eastern elevation of Building 2 that is located on the eastern boundary of the site. It is proposed to retain the 6 first floor windows in this side elevation. This is considered a minor in nature and would not harm the character of appearance of this building.

It is also proposed to remove the non original concrete cills from the ground floor windows on the southern front elevation of Leeder House. The cills would be replaced by the original stone cills. The restoration of the original traditional stone cills would be supported on this building and would be considered acceptable.

The retention of the existing windows in the side elevation of the building 2 would not result in any additional over looking to neighbouring properties and would be considered acceptable.

Neighbouring occupiers were consulted on the application. One letter of comment has been received prior to making this decision which has been duly taken into account prior to making this decision. The application sites' planning history and

relevant appeal decisions were taken into account when coming to this decision.

Considerable importance and weight has been attached to the harm and special attention has been paid to the desirability of preserving or enhancing the character or appearance of the conservation area, under and s.72 of The Planning (Listed Buildings and Conservation Areas) Act 1990 as amended by the Enterprise and Regulatory Reform Act (ERR) 2013.

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 2016; and the provisions of paragraphs 14, 17, 56-66 and 126-141 of the National Planning Policy Framework 2012.

- 2 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

Supporting Communities Directorate

DATED 19 April

2017

(1) CHAIT INVESTMENT CORPORATION LIMITED

-and-

(2) PRIMROSE APARTMENTS LIMITED

-and-

(3) SANTANDER UK PLC

-and-

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

SECOND DEED OF VARIATION

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under section 106A of the Town and
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