

DATED

18<sup>TH</sup> JULY

2017

(1) MOUNT ANVIL (KIDDERPORE) LIMITED

(2) NEWLON HOUSING TRUST

-and-

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

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**SECOND DEED OF VARIATION**

Relating to the Agreement dated 6 April 2016 as varied amended by the Deed  
of Variation dated 13 September 2016 between  
the Mayor and the Burgesses of the  
London Borough of Camden and Mount Anvil (Kidderpore) Limited  
under section 106 of the Town and Country Planning Act 1990 (as amended) relating to  
development at premises known as

**KINGS COLLEGE HAMPSTEAD FORMER STUDENT RESIDENCE, KIDDERPORE  
AVENUE, LONDON NW3 7SU**

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

Tel: 020 7974 6007

Legal/ JL/ 1781.516  
DoV v FINAL



THIS DEED is made on the 18<sup>th</sup> day of July 2017

**BETWEEN**

- (1) **MOUNT ANVIL (KIDDERPORE) LIMITED** (Jersey company registration number 116255) of 44 The Esplanade, St Helier, Jersey, JE4 9WG and whose address for service in the UK is Mount Anvil Ltd, 140 Aldersgate Street, London, EC1A 4HY (hereinafter called "**the Owner**") of the first part;
- (2) **NEWLON HOUSING TRUST** (Industrial and Provident Society Number 18449R) whose head office is situated at Newlon House, 4 Daneland Walk, Hale Village, London N17 9FE (hereinafter called "**the Association**"); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "**the Council**") of the second part.

together "**the Parties**"

**WHEREAS:**

- 1.1 The Council and the Owner entered into an agreement dated 6 April 2016 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and entered into a deed of variation to vary the terms of the Existing Agreement on 13 September 2016 ("the Existing Agreement") (LBC)
- On 7 October 2016 the Owner sold the freehold of the Property to Avon Ground Rents Limited + entered into a 999 year lease of the Property
- 1.2 ~~The Owner is~~ registered at the Land Registry as ~~the freehold proprietor~~ with Title Absolute under title number ~~N6L701723~~. N6L964552.
- 1.3 The Association has contracted to purchase the Affordable Housing Units from the Owner.
- 1.4 The Owner and the Association are both interested in the Property for the purposes of Section 106 of the Planning 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 Deed.

1.6 This Deed is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.

1.7 The Owner and the Association now wish to vary the terms of the Existing Agreement and 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 Deed 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 Deed.

2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.3 Where in this Deed 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.

2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Agreement and shall not effect the construction of this Deed.

2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.6 References in this Deed to the Owner shall include their successors in title.

2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.7.1 "Deed"	this Deed of Variation made pursuant to Section 106A of the Act
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**2.7.2 "Existing Agreement"**

the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 6 April 2016 made between the Council and the Owner as varied by the First Deed of Variation

**2.7.3 "First Deed of Variation"**

the agreement pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated 13 September 2016 made between the Council and the Owner

**3. VARIATION TO THE EXISTING AGREEMENT**

3.1 The Parties agree that from the date of this Deed the Existing Agreement shall be varied as follows:-

3.2 Clause 1.6 of the Existing Agreement shall be deleted and replaced with the following clause:-

3.3

<b>"Affordable Housing Plan"</b>	the plan of the Affordable Housing Units (drawing references: 157780 PL-LCH-700 REV1, 157780 PL-LCH-701 REV1, 157780 PL-LCH-702 REV1, 15230 9000-DRG-03RF-BO010 Rev T2, 15230 9000-DRG-03RF-GF010 Rev T4, 15230 9000-DRG-03RF -01010 Rev T2) attached at Appendix 3
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3.4 Clause 5.5.2(a) of the Existing Agreement shall be amended by the replacement of the words "administrative receiver" with the word "administrator"

3.5 Clause 5.5.2(c) of the Existing Agreement shall be deleted and replaced with the following clause:-

5.5.2(c) If the Council having failed to complete the transfer of the Affordable Housing Units to another Affordable Housing Provider at a price sufficient to redeem the mortgage owed to the Affordable Housing Provider's Chargee together with all associated interest fees and expenses within the Specified Period then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units IT FURTHER BEING AGREED that any person claiming title from a Chargee, receiver or administrator who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 5 of this Agreement (as appropriate) as will any person deriving title therefrom ALWAYS PROVIDED THAT the Chargee, receiver or administrator shall co-operate with any arrangements for transfer of the Affordable Housing Unit and use its reasonable endeavours to secure such a transfer.

3.6 Clause 5.6.3 of the Existing Agreement shall be deleted and replaced with the following clause:-

5.6.3 The Owner will not Occupy or permit the Occupation of the Private Housing Units in the Rosalind Franklin Hall Building until the works of construction conversion and fitting out of the Intermediate Housing Units have been completed in accordance with the requirement of Sub-Clause ~~Error! Reference source not found.~~ 5.6.1 hereof and the Owner has confirmed that the Intermediate Housing Units are being provided in accordance with clause 5.2

3.7 The plan (drawing reference PL-QMH-700 Rev 2) attached to Appendix 3 of the Existing Agreement shall be removed and replaced with the plan attached at the Appendix to this Deed.

3.8 In all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

#### 4 PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner and the Association agree to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

**5. REGISTRATION AS LOCAL LAND CHARGE**

5.1 This Deed shall be registered as a Local Land Charge

**IN WITNESS WHEREOF** the Council has caused its Common Seal to be hereunto affixed and the Owner has executed this instrument as a Deed the day and year first before written.

**EXECUTED AS A DEED BY  
MOUNT ANVIL (KIDDERPORE) LIMITED  
acting by a Director and its Secretary  
or by two Directors**

)

)

)

)

  
.....

**Director**

  
.....

**Director**

.....

**Director/Secretary**

**EXECUTED AS A DEED BY  
NEWLON HOUSING TRUST  
acting by a Director and its Secretary  
or by two Directors**

)  
)  
) Gordon E. Pennoch  
) .....

**Director**

.....  
Director

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

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



)  
)  
) P. Alexander  
) .....

**Authorised Signatory**

## **APPENDIX**

### **AFFORDABLE HOUSING PLAN**



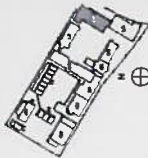


Tenure Legend



Intermediate Housing  
Units

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NO SCALE

Room	Count	Area
1. Hallway	1	1.00
2. Kitchen	1	1.00
3. Living Room	1	1.00
4. Bedroom	1	1.00
5. Bathroom	1	1.00
6. Staircase	1	1.00
7. Storage Room	1	1.00
8. Entry	1	1.00
9. Corridor	1	1.00
10. Office	1	1.00
11. Reception	1	1.00
12. Meeting Room	1	1.00
13. Conference Room	1	1.00
14. Training Room	1	1.00
15. Gymnasium	1	1.00
16. Outdoor Area	1	1.00
17. Landscaping	1	1.00



CLIENT  
MOUNT ANVIL LTD

PROJECT  
KODDERMERE AVENUE

DESIGNED  
Plan de Tenure Plan  
(Residential Franchise - Lower Ground Floor)

SCALE	1:1000	DATE	10/01/10
DESIGNED BY	10/01/10	REVIEWED BY	10/01/10
10/01/10	10/01/10	10/01/10	10/01/10
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**Plan of Tenure Plan**  
**Roseland Franklin Ground floor**

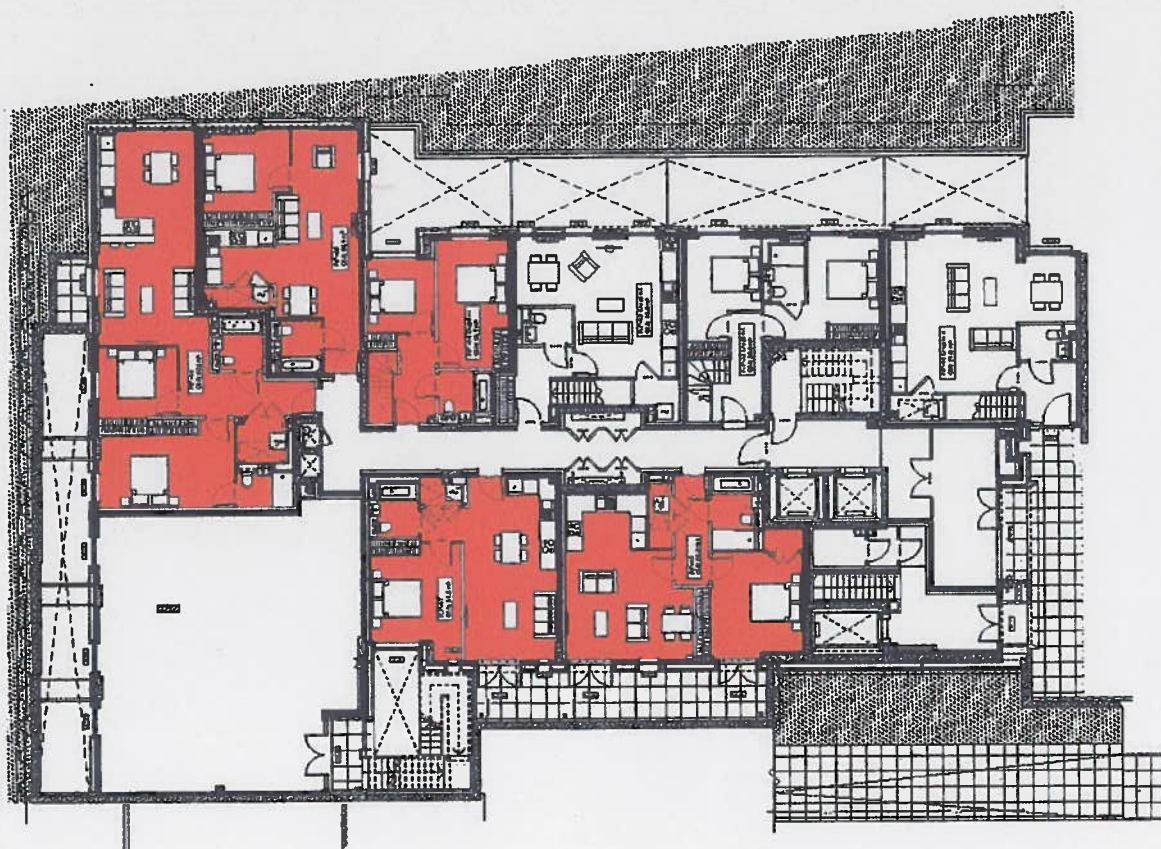
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January 2011

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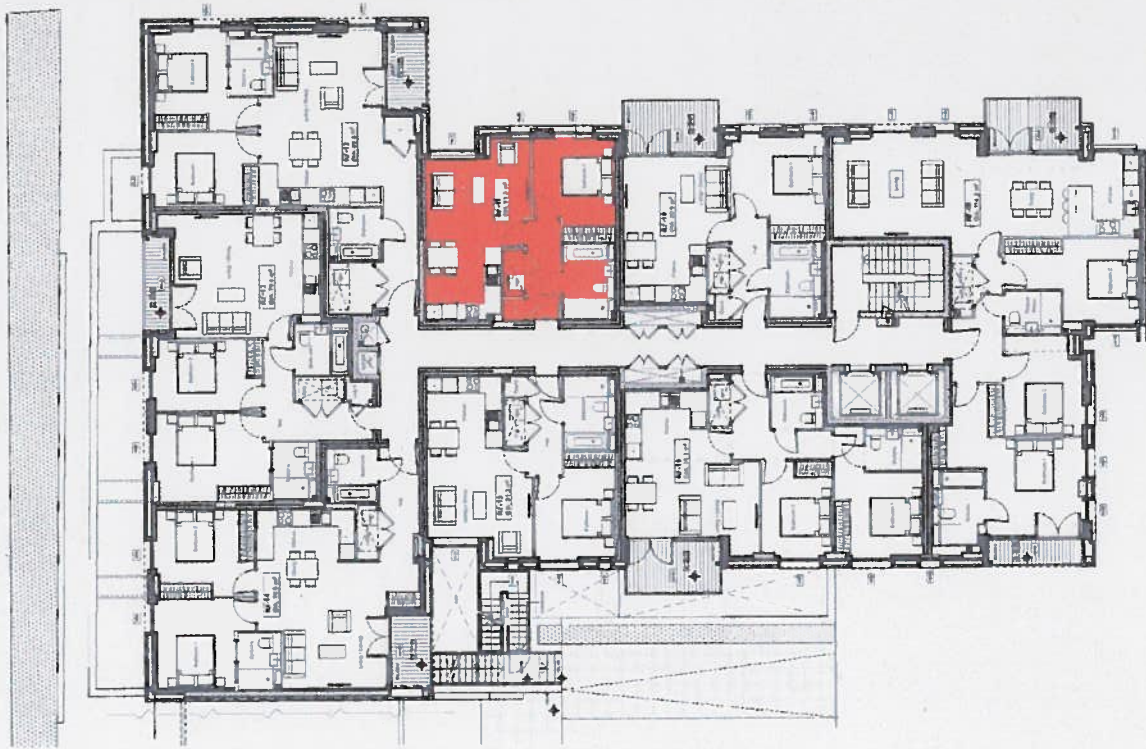
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### Tenure Legend

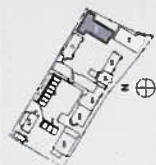
## Intermediate Housing Units





### Tenure Legend

## Intermediate Housing Units



QUESTIONS	YES	NO	CRASH	CRASH
1. Have you ever been involved in a motor vehicle accident?	X		1	100.00
2. Have you ever been involved in a non-motor vehicle accident?	X		1	100.00
3. Have you ever been involved in a fire?	X		1	100.00
4. Have you ever been involved in a theft?	X		1	100.00
5. Have you ever been involved in a burglary?	X		1	100.00
6. Have you ever been involved in a robbery?	X		1	100.00
7. Have you ever been involved in a kidnapping?	X		1	100.00
8. Have you ever been involved in a sexual assault?	X		1	100.00
9. Have you ever been involved in a domestic violence incident?	X		1	100.00
10. Have you ever been involved in a hate crime?	X		1	100.00
11. Have you ever been involved in a terrorism incident?	X		1	100.00
12. Have you ever been involved in a cyber attack?	X		1	100.00
13. Have you ever been involved in a natural disaster?	X		1	100.00
14. Have you ever been involved in a pandemic?	X		1	100.00
15. Have you ever been involved in a bioterrorism incident?	X		1	100.00
16. Have you ever been involved in a chemical attack?	X		1	100.00
17. Have you ever been involved in a nuclear attack?	X		1	100.00
18. Have you ever been involved in a space attack?	X		1	100.00
19. Have you ever been involved in a cyber terrorism incident?	X		1	100.00
20. Have you ever been involved in a cyber espionage incident?	X		1	100.00
21. Have you ever been involved in a cyber sabotage incident?	X		1	100.00
22. Have you ever been involved in a cyber warfare incident?	X		1	100.00
23. Have you ever been involved in a cyber terrorism incident?	X		1	100.00
24. Have you ever been involved in a cyber espionage incident?	X		1	100.00
25. Have you ever been involved in a cyber sabotage incident?	X		1	100.00
26. Have you ever been involved in a cyber warfare incident?	X		1	100.00
27. Have you ever been involved in a cyber terrorism incident?	X		1	100.00
28. Have you ever been involved in a cyber espionage incident?	X		1	100.00
29. Have you ever been involved in a cyber sabotage incident?	X		1	100.00
30. Have you ever been involved in a cyber warfare incident?	X		1	100.00

QUINT ANIL LTD



100.127  
ODDERPORE AVENUE

Plan 4c Tenure Plan  
(Rosedale Franklin- First Floor)

SCALE 1:100 @ A1  
September 2015  
DRA-2016 BY  
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15 230  
9000-DWG-03RF-01010



18th July 1946

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DATED

18<sup>TH</sup> JULY

2017

**(1) MOUNT ANVIL (KIDDERPORE) LIMITED**

-and-

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

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**SECOND DEED OF VARIATION**

Relating to the Agreement dated 6 April 2016 as varied amended by the Deed  
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the Mayor and the Burgesses of the  
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**KINGS COLLEGE HAMPSTEAD FORMER STUDENT RESIDENCE, KIDDERPORE  
AVENUE, LONDON NW3 7SU**

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