

DATED 17TH AUGUST 2017

(1) WHITEHALL PARK LIMITED

and

(2) NATIONAL WESTMINSTER BANK PLC

and

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

DEED OF VARIATION

varying the Agreement entered into on 10 June 2016
under section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land known as
76 HAVERSTOCK HILL LONDON NW3 2BE

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 1918
Fax: 020 7974 2962

G:\case files\culture & env\planning\lmm\s106 Agreements (2016/5784/P)
CLS/COM/LMM/1685. 1800 406

THIS AGREEMENT is made the 17TH day of AUGUST 2017

B E T W E E N:

- i. **WHITEHALL PARK LIMITED** (Co. Regn. No. 03888709) whose registered office is at 106 Hampstead Road, London NW1 2LS (hereinafter called "the Owner") of the first part
- ii. **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 135 Bishopsgate, London EC2M 2AH and whose address for service is Credit Documentation PO Box 339, Manchester M50 2AH (hereinafter called "the Mortgagee") of the second part
- iii. **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

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL641538 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Original Planning Permission (as defined in clause 2.2 of this Agreement) was granted on 10 June 2016 and the Original Agreement (as defined in clause 2.2 of this Agreement) was entered into on the same date.
- 1.4 The Variation Application (as defined in clause 2.2 of this Agreement) was submitted to the Council and validated on 25 October 2016 and the Council resolved to grant permission conditionally under reference number 2016/5784/P subject to conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated 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 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL641538 and dated 14 April 2016 is willing to enter into this Agreement to give its consent to the same.

1.7 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. INTERPRETATION

2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.

2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|----|------------------------|--|
| a. | “Agreement” | this Deed of Variation |
| b. | “Original Agreement” | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 10 June 2016 entered into between the Parties in relation to the Original Permission |
| c. | “Original Application” | the application submitted in respect of the Original Development under reference number 2016/1066/P |
| c. | “Original Permission” | the planning permission granted for the Original Development pursuant to the Original Application |

- d. "Original Development" the development of the Property pursuant to the Original Permission
- e. "Parties" means the Council the Owner and the Mortgagee and "Party" means any one of them
- f. "Property" the land known as 76 Haverstock Hill London NW3 2BE the same as shown edged red on the plan annexed hereto
- g. "Variation Application" the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary condition 3 of the Original Permission to which the Council has allocated reference number 2016/5784/P
- h. "Variation Permission" the planning permission granted pursuant to the Variation Application in the form attached to this Agreement

2.3 This Agreement is supplemental to the Original Agreement and is a planning obligation for the purposes of Section 106 of the Act and is acknowledged by the parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.

2.4 The land bound by the obligations in this Agreement is the Property.

2.5 In the event that the Original Agreement ceases to have effect this Agreement shall also cease to have effect.

2.6 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement

- 2.7 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.8 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.9 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 2.10 The Council hereby agrees to grant the Variation Permission on the date hereof.
- 2.11 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.12 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the Party in default of such breach and allowing a reasonable period of time for the defaulting Party to either remedy the breach or invoke the dispute provisions in clause 6.

3. VARIATION OF THE ORIGINAL AGREEMENT

Upon the grant of the Variation Permission the Original Agreement shall be varied as follows:

- 3.1 Clause 2.3 in the Original Agreement shall be deleted and replaced with following the new clause 2.3:

“the Development”	the development of the Property specified in the Planning Application
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- 3.2 Clause 2.7 in the Original Agreement shall be deleted and replaced with following new clause 2.7:

“Planning Application”

the planning application in respect of the development of the Property submitted to the Council under reference number 2016/1066/P and/or the planning application in respect of the development of the Property submitted to the Council under reference number 2016/5784/P

- 3.3 Clause 2.9 in the Original Agreement shall be deleted and replaced with following new clause 2.9:

“the Planning Permission”

either planning permission reference number 2016/1066/P or planning permission reference 2016/5784/P granted for the Development pursuant to the Planning Application

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

EXECUTED AS A DEED BY)
WHITEHALL PARK LIMITED)
was hereunto affixed)
in the presence of:-/)
acting by a Director and its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

Signed and Delivered
As a Deed for and on behalf of National
Westminster Bank plc by a duly authorised
Attorney in the presence of :-

DAVID FOSTER
D. Foster

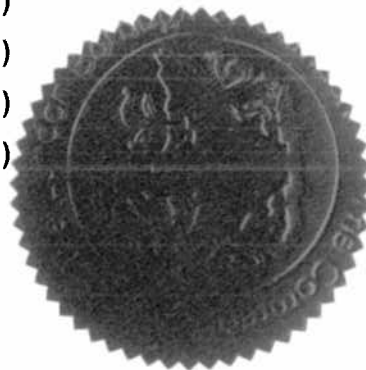
Witness' Signature – Bank Employee


Martyn Freeman

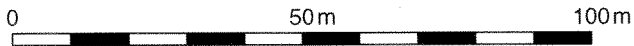
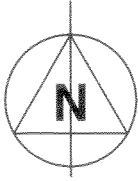
DOCUMENTOR
CREDIT DOCUMENTATION
REF 4587860 / NWS

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

.....
Authorised Signatory








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PROJECT 76 HAVERSTOCK HILL, LONDON NW3 2BE				DRAWING TITLE SITE LOCATION PLAN	
CLIENT ADAM ANDREWS				 architecture & interior design T: 020 7549 2133 F: 020 7549 2144 E: info@gpadltd.com W: www.gpadltd.com Unit 1 9a Dallington Street Clerkenwell London EC1V 0BQ	
SCALE	1:1250@A4	DATE	Fed 16		
CHKD.	DWG NO.		513-PA.01		



Gpad London Ltd
9a Dallington Street
London
EC1V 0BQ

Application Ref: **2016/5784/P**
Please ask for: **Laura Hazelton**
Telephone: 020 7974 1017

Dear Sir/Madam

DRAFT
DECISION

Town and Country Planning Act 1990 (as amended)

**Variation or Removal of Condition(s) Granted subject to a Section 106 Legal
Agreement and Warning of Enforcement Action**

Address:
**76 Haverstock Hill
London
NW3 2BE**

DECISION

Proposal:

Variation of condition 3 (approved plans) of planning permission ref 2016/1066/P (dated 10/06/2016) for the conversion of existing 3 bedroom dwellinghouse into 1 x 1 bed flat and 3 x 2 bed flats; mansard roof extension; erection of new part 1 storey/part 3 storey rear extension; namely, the creation of a roof terrace at rear third floor level.

Drawing Nos: Superseded: 513-PA.19 Rev. A, 513-PA.20 Rev. A, 513-PA.21 Rev. B, 513-PA.23 Rev. D, 513-PA.25 rev. A

Revised: 513-PA.19 Rev. B, 513-PA.20 Rev. B, 513-PA.21 Rev. C, 513-PA.23 Rev. F, 513-PA.25 Rev. B

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

Executive Director Supporting Communities

- 1 The development hereby permitted must be begun not later than the end of three years from the date of the original permission, reference 2016/1066/P granted on 10/06/2016.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 4 The first floor roof of the extension previously permitted under planning permission reference 2016/1066/P (dated 10/06/2016) shall not be used as a roof terrace/balcony without prior consent in writing from the Local Planning Authority.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 6941).
- 2 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.
- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help

pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to be paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to CIL@Camden.gov.uk

- 4 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.
- 5 The correct street number or number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 6 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 7 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.

ENFORCEMENT ACTION TO BE TAKEN

The Council has authorised the Planning Department to instruct the Borough Solicitor to issue an Enforcement Notice alleging breach of planning control

You can find advice in regard to your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

Director of Regeneration and Planning

DRAFT

DECISION



DATED 17TH AUGUST 2017

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