

DATED

13 MARCH

2017

(1) NETHERHALL GARDENS LTD

and

(2) BANK LEUMI (UK) P.L.C.

-and-

(3) URBAN EXPOSURE FINANCE (IRELAND) LIMITED

and

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

SECOND DEED OF VARIATION

relating to the Agreement dated 25th March 2014 between
(1) Netherhall Gardens Limited and (2) the Mayor and the Burgesses of the
London Borough of Camden (as varied by the First Deed of Variation)

under section 106 of the Town and
Country Planning Act 1990

Relating to development at premises known as

**14 Netherhall Gardens
London
NW3 5TQ**

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

Tel: 020 7974 5647
Fax: 020 7974 2962

CLS/PK/1800.97 (final)

THIS DEED is made the 13th day of March 2017

BETWEEN:

1. **NETHERHALL GARDENS LTD** (company number 09136349) whose registered address is Suite 2, Fountain House, 1A Elm Park, Stanmore, Middlesex, HA7 4AU (hereinafter called "the Owner") of the first part
2. **BANK LEUMI (UK) P.L.C.** (company number 00640370) whose registered address is 20 Stratford Place, London, W1C 1BG (hereinafter called "the First Mortgagee") of the second part
3. **URBAN EXPOSURE FINANCE (IRELAND) LIMITED** (registered in the Republic of Ireland under company number 564577) whose registered office is 2 Grand Canal Square, Grand Canal Harbour, Dublin 2 (hereinafter called "the Second 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

- A. The Council and the Owner entered into the Original Agreement pursuant to Section 106 of the Town and Country Planning Act 1990.
- B. The Council, the Owner, the First Mortgagee and the Second Mortgagee entered into the First Deed of Variation pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990.
- C. The Owner is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL707865 subject to a charge to the First Mortgagee and the Second Mortgagee.
- D. The Owner is interested in the Property for the purposes of Section 106 of the Act.

- E. 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 the Existing Agreement as modified by this Deed.
- F. The Owner has submitted the Minor-Material Amendment application in respect of the Property to amend the Existing Planning Permission and the Council has agreed to modify the Existing Planning Permission under section 73 of the Act subject to the Parties entering into this Deed to secure minor amendments to the Existing Agreement.
- G. The First Mortgagee as mortgagee under a legal charge registered under title number NGL707865 and dated 23rd October 2014 is willing to enter into this Agreement to give its consent to the same.
- H. The Second Mortgagee as mortgagee under a legal charge registered under title number NGL707865 and dated 18th September 2015 is willing to enter into this Agreement to give its consent to the same.

NOW IT IS HEREBY AGREED and WITNESSED as follows:

1 LEGAL EFFECT AND INTERPRETATION

- 1.1 This Deed is made in pursuance of Sections 106 and 106A of the Act.
- 1.2 The planning obligations in the Existing Agreement as modified by this Deed shall be enforceable by the Council against the Owner as provided therein 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.
- 1.3 Save as expressly stated otherwise all words and expressions used in this Deed shall have the same meaning as in the Existing Agreement.

1.4 For the purposes of this Deed the following words and expressions shall have the meanings assigned unless the context states otherwise:

Annex 1	the annex number "Annex 1" attached to this Deed
this Deed	this second deed of variation to the Existing Agreement made pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990
Existing Agreement	the Original Agreement as varied by the First Deed of Variation
Existing Planning Permission	the Original Planning Permission as varied by the planning permission reference number 2015/1476/P granted by the Council on 8 th March 2016
First Deed of Variation	the deed dated 8 th March 2016 between (1) Netherhall Gardens Ltd and (2) Bank Leumi (UK) P.L.C. and (3) Urban Exposure Real Estate (Ireland) Limited and (4) Mayor and Burgesses of the London Borough of Camden entered into pursuant to Sections 106 and 106A of the Town and Country Planning Act 1990 to vary the Original Agreement
Minor-Material Amendment	a decision under section 73 of the Act having reference number 2016/4429/P in a form substantially similar to that at Annex 1 to this Deed varying the Existing Planning Permission to permit an amendment to the existing roof of the new build property to provide additional space to that granted under planning permission ref. 2015/1476/P on 8 th December 2015 as shown on drawings numbered

	3042_240, 3042_241, 3042_242, 3042_340, 3042_341, 3042_370, 371
Original Agreement	the agreement dated 25 th March 2014 between (1) Netherhall Gardens Ltd and (2) Mayor and Burgesses of the London Borough of Camden entered into pursuant to Section 106 of the Act and Section 278 of the Highways Act 1980
Original Planning Permission	the planning permission granted by the a person appointed by the Secretary of State (refs APP/X5210/A/13/2205355 and APP/X5210/E/13/2205358 and Council reference 2013/2213/P) on 15 April 2014 permitting the erection of 3-storey building plus roof (following demolition of annex wing to Otto Schiff House including link block) and alterations to retained building, including excavation of basement under both buildings, roof terraces to the front, side and rear elevations, new dormer window to rear roofslope and replacement dormer to Netherhall Gardens elevation, demolition of existing single-storey side extension and replacement with new single-storey extension, erection of rear ground floor level extension, in connection with conversion from 23 x 1-bedroom self-contained flats to 14-self-contained flats (6 x 2-bedroom, 4 x 3-bedroom and 4 x 4-bedroom) (Class C3) and associated landscaping in accordance with the approved drawings
Parties	Council, the Owner, the First Mortgagee and the Second Mortgagee being the parties to this Deed and shall include their successors in title, transferees and assigns

2 VARIATION OF THE EXISTING AGREEMENT

With effect from the date of this Deed and the Council issuing a notice granting planning permission for the Non-Material Amendment, the Existing Agreement shall be varied as follows:

2.1 the definition at clause 2.9 shall be **varied** to the following:

"the Development"

"means in respect of the Planning Permission erection of 3-storey building plus roof (following demolition of annex wing to Otto Schiff House including link block) and alterations to retained building, including excavation of basement under both buildings, roof terraces to the front, side and rear elevations, new dormer window to rear roofslope and replacement dormer to Netherhall Gardens elevation, demolition of existing single-storey side extension and replacement with new single-storey extension, erection of rear ground floor level extension, in connection with conversion from 23 x 1-bedroom self-contained flats to 14-self-contained flats (6 x 2-bedroom, 4 x 3-bedroom and 4 x 4-bedroom) (Class C3) and associated landscaping in accordance with the approved drawings and in respect of the Conservation Area Consent demolition of annex wing to Otto Schiff house (including link block) in accordance with the approved drawings AS VARIED BY the planning permission reference number 2015/1476/P and AS FURTHER VARIED BY the Minor-Material Amendment

2.2 the following definition shall be **added** to the Existing Agreement:

"2.26 "Minor-Material

Amendment"

the application for planning permission under section 73 of the Act having reference number 2016/4429/P which the Council resolved to grant in a form substantially similar to that at Annex 1 to this Deed amending the Existing Planning Permission to permit an amendment to the existing roof of the new build property to provide additional space to that granted under planning permission ref. 2015/1476/P on 8th December 2015 as shown on drawings numbered 3042_240, 3042_241, 3042_242, 3042_340, 3042_341, 3042_370, 371

- 2.3 the words "2013/1210/P" in each of the clauses 5.2, 5.6, 6.1 of the Existing Agreement shall be deleted and replaced by the words "2016/4429/P".
- 2.4 the draft planning permission reference 2016/4429/P at Annex 1 to this Deed shall be treated as annexed to the Existing Agreement in addition to the existing annexures.
- 2.5 in all other respects the Existing Agreement (as varied by this Deed) shall continue in full force and effect.

3 MORTGAGEE CONSENT

- 3.1 The First Mortgagee hereby consents to the completion of this Deed and its registration at the Land Registry in any register of title comprising the Property and for the avoidance of doubt the First Mortgagee or any subsequent mortgagee or chargee from time to time of the whole or part of the Property shall incur no liability to perform any covenants or obligations under this Deed unless it becomes a successor in title to the Owner or mortgagee in possession in which case it too shall be bound by such covenants or obligations as if it were a person deriving title from the Owner.
- 3.2 The Second Mortgagee hereby consents to the completion of this Deed and its registration at the Land Registry in any register of title comprising the Property and for the avoidance of doubt the Second Mortgagee or any subsequent mortgagee or

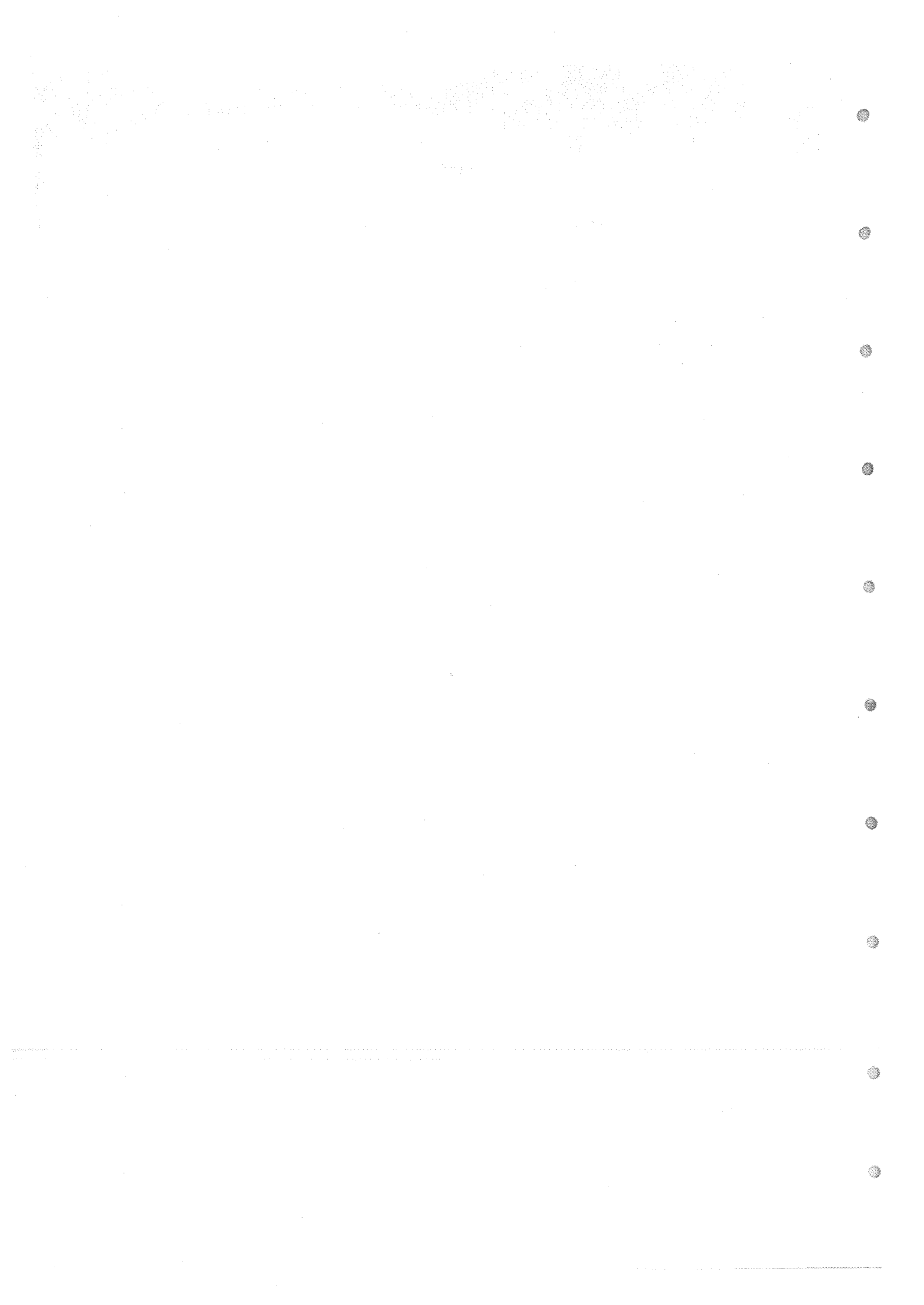
chargee from time to time of the whole or part of the Property shall incur no liability to perform any covenants or obligations under this Deed unless it becomes a successor in title to the Owner or mortgagee in possession in which case it too shall be bound by such covenants or obligations as if it were a person deriving title from the Owner.

4 MISCELLANEOUS PROVISIONS

- 4.1 This Deed shall be registered as a Local Land Charge.
- 4.2 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Deed in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.
- 4.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Deed on or prior to the date of completion of this Deed.
- 4.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply this Deed.
- 4.5 This Deed is governed by and shall be interpreted in accordance with the laws of England.

ANNEX 1

draft planning permission ref. 2016/4429/P



Mr Sam Shah
1 Hill View House
Hallswelle Parade
London
NW11 0DL

Application Ref: 2016/4429/P

23 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:
14 Netherhall Gardens
London
NW3 5TQ

DECISION
Proposal:
Minor material amendment to existing roof of the new build property to provide additional space granted on 08/12/2015 (ref: 2015/1476/P) for the erection of 3-storey building and conversion to create 14 self-contained flats.

Drawing Nos: Superseded Plans: P_03_G200_001 Rev A, P_RF_G200_001 Rev C and S_AA_G200_001 Rev D

Revised Plans: 3042_240, 3042_241, 3042_242, 3042_340, 3042_341, 3042_370, 371.

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.2 of planning permission 2013/2213/P & 2013/2216/C (granted 15/04/2014 by appeal (ref APP/X5210/A/13/2205355 and APP/X5210/E/13/2205358)) as amended by 2015/1476/P dated 08/12/2015 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: E_01_G200_001; E_02-03_G200_001; E_04_G200_001; E_05_G200_001 Rev D; E_06_G200_001; E_07_G200_001. P_B1_G200_001 F; P_00_G200_001 F; P_01_G200_001 C; P_02_G200_001 Rev D, 3042_240, 3042_241, 3042_242, 3042_340, 3042_341, 3042_370 and 3042_371.

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

Informative(s):

- 1 The applicant is seeking to amend the roof form to extend the roof pitch of the building to allow the provision of additional habitable accommodation to the top floor flat, there would be no change to the number of units within the development. The approved roof pitch would be extended at the same angle to all sides of the roof, creating a roof extension in the centre of the roof. The siting of the extension to the centre of the roof, would reduce the perceivable impact of the additional height of the roof.

When considering the development against DP25 and H31 of the Conservation Area Statement, given the varied roof forms within the surrounding area, it is considered the development would be in proportion to the building and would not overwhelm the roof or appear disproportionately tall. Furthermore given the topography of the site, the additional height would not be readily perceivable. It is therefore considered the proposed development would be acceptable.

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

No objections have been received prior to making this decision. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

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.

- 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).

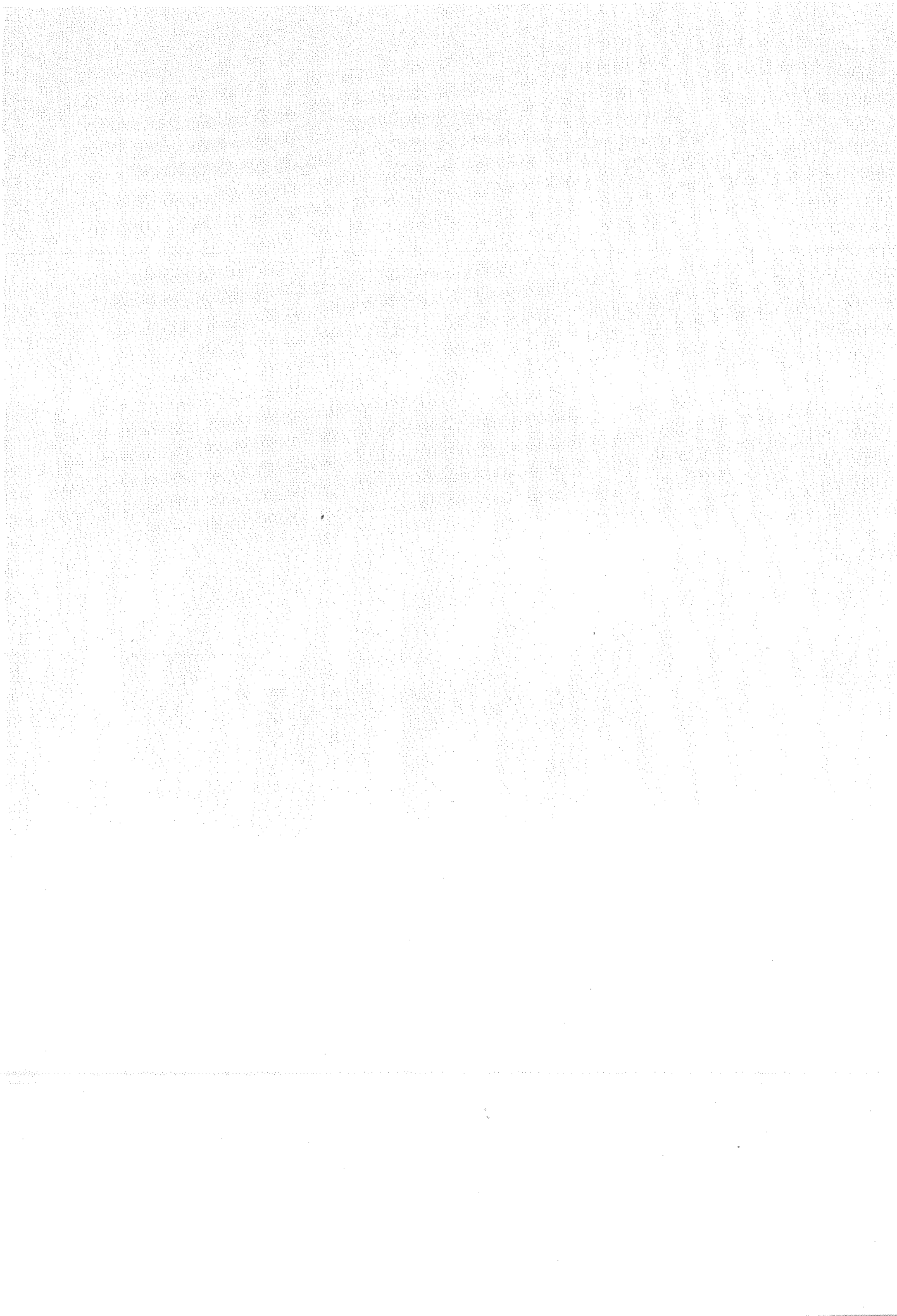
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Supporting Communities Directorate

DRAFT

DECISION



IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Owner and the First Mortgagee and the Second Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
NETHERHALL GARDENS LIMITED
acting by a Director ~~and its Secretary~~
~~or by two Directors~~ in the Presence of

Paul

Director Name: (CAPITALS)

PAUL GOLFRU

Director Signature:

Paul Golfru

witness signature

Abby Rees

~~Director/Secretary Name (CAPITALS)~~

witness Name

Abby Rees

~~Director/Secretary Signature:~~

witness Address

*3 Brean Court
18 Woodside
N12 5RR*

SIGNED AS A DEED BY

Alasdair Houghton

Alasdair Houghton

Signature of Attorney 1
Attorney for BANK LEUMI (UK) P.L.C.

and

S Marriott

S Marriott

Signature of Attorney 2
Attorney for BANK LEUMI (UK) P.L.C.

as attorneys for
BANK LEUMI (UK) P.L.C.
under a power of attorney dated
15 August 2016
in the presence of:

Signature of Witness

Name of witness: Paul Harvey

Address of witness: BANK LEUMI (UK) plc
20 STRATFORD PLACE
Occupation of witness: LONDON
W1C 1BG

Bank Official

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EXECUTED AS A DEED BY)
URBAN EXPOSURE FINANCE)
(IRELAND) LIMITED)
acting by a Director and its Secretary)
or by two Directors)

Director Name: (CAPITALS))

..RABINDER TAKHAR..

Director Signature:)

[Handwritten Signature] ..

Director/Secretary Name (CAPITALS))

..DALJIT SANDHU..

Director/Secretary Signature:)

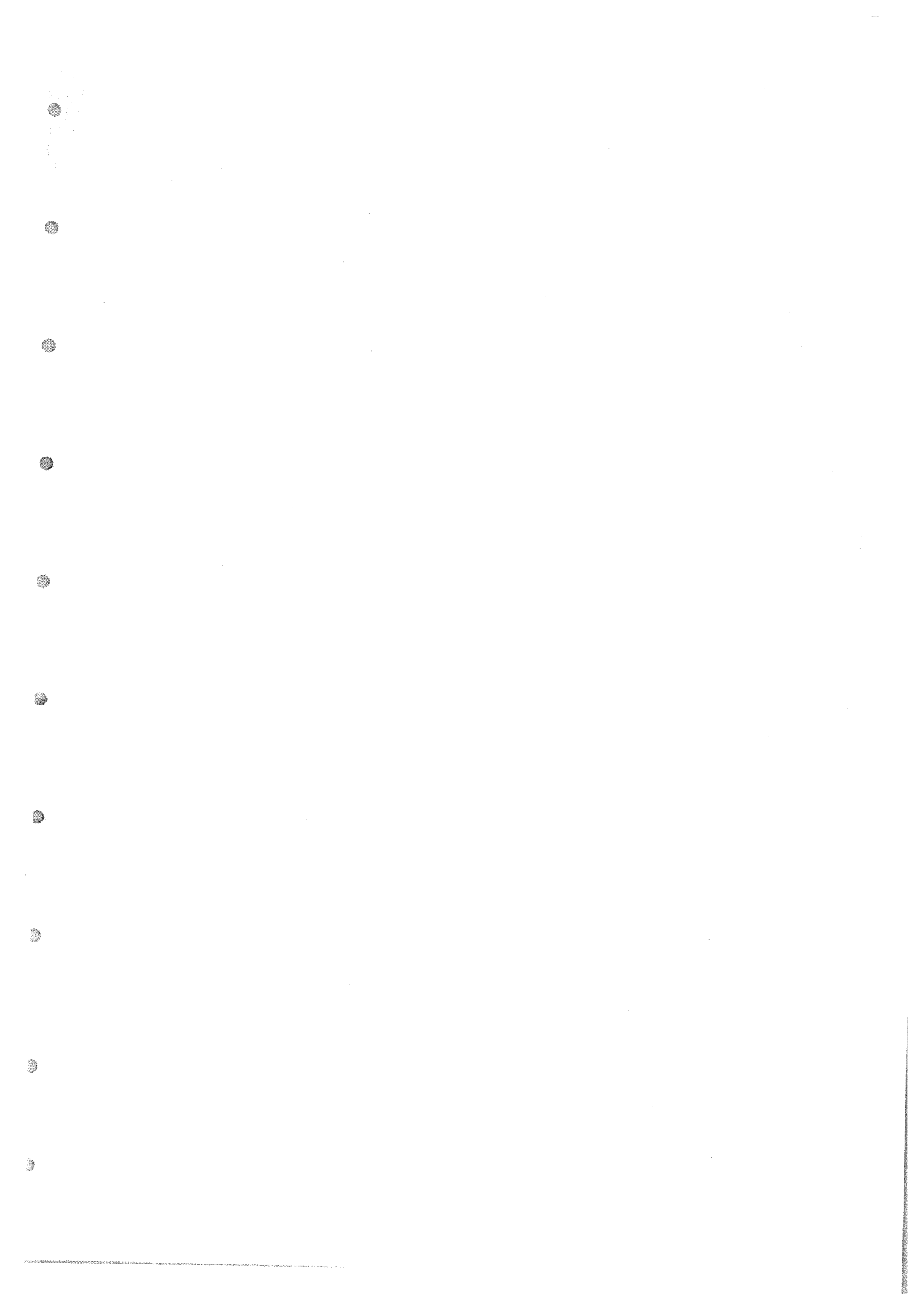
[Handwritten Signature] ..

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



[Handwritten Signature]
.....
Authorised Signatory





DATED

13 MARCH

2017

(1) NETHERHALL GARDENS LTD

and

(2) BANK LEUMI (UK) P.L.C.

-and-

(3) URBAN EXPOSURE FINANCE (IRELAND) LIMITED

and

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

SECOND DEED OF VARIATION

relating to the Agreement dated 25th March 2014 between
(1) Netherhall Gardens Limited and (2) the Mayor and the Burgesses of the
London Borough of Camden (as varied by the First Deed of Variation)

under section 106 of the Town and
Country Planning Act 1990

Relating to development at premises known as

**14 Netherhall Gardens
London
NW3 5TQ**

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