

DATED

12th October

2011

(1) **MOHAMAD MEHDI NOROWZIAN**

and

(2) **HSBC PRIVATE BANK (UK) LIMITED**

and

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

SECOND DEED OF VARIATION

Relating to the Agreement dated 21 December 2009
Between the Mayor and the Burgesses of the
London Borough of Camden,
and Mohamad Mehdi Norowzian and HSBC Private Bank (UK) Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
51 Fitzroy Park, London N6 6JA

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

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.1155

THIS AGREEMENT is made on the 12th day of June 2011

BETWEEN

1. **MOHAMAD MEHDI NOROWZIAN** of 18 Horbory Crescent, London W11 3NF (hereinafter called "the Owner") of the first part
2. **HSBC PRIVATE BANK (UK) LIMITED** (Co. Regn. No. 499482) whose registered office is at 8 Canada Square, London E14 5HQ (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 and Mohamad Mehdi Norowzian and HSBC Private Bank (UK) Limited entered into an Agreement dated 21 December 2009 as pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council and Mohamad Mehdi Norowzian and HSBC Private Bank (UK) Limited entered into a Deed of Variation dated 10 March 2011 as 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 of the Property under Title Number NGL357581.
- 1.4 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.
- 1.5 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 17 August 2011 for which the Council resolved to grant permission conditionally under reference 2011/4153/P subject to the conclusion of this Agreement.

- 1.6 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.
- 1.7 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.
- 1.8 HSBC PRIVATE BANK (UK) LIMITED is willing to enter into this Agreement to give its consent to the same.

2 INTERPRETATION

- 2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Agreement 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 Agreement.
- 2.2 All reference in this Agreement to clauses in the Existing Agreement is to clauses within the Existing Agreement.
- 2.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.3.1 "Agreement" this Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 21 December 2009 made between the Council and Mohamad Mehdi Norowzian and HSBC Private Bank (UK) Limited

2.3.3 "the Original Planning Permission" Construction of a two storey residential dwelling with lower ground floor and associated landscaping following the demolition of existing two storey residential dwelling (Class C3) as

shown on drawings numbered PL_001; 002; 003; 004; 005; 06; 09A; 10A; 11; 12; 13; 20; 21; 6960/02 Rev A; Arboriculture Report (JTK/6960/so); Sustainability Statement; Visual Impact Assessment; Planning Report; Ground Condition & Substructure; Letter from Barton Engineers dated 21/05/09; Construction Management plan June 2009 Draft 2

- 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 the Mortgagee shall include their successors in title.

3 VARIATION TO THE EXISTING AGREEMENT

- 3.1 The following definitions contained in the Existing Agreement shall be varied as follows:

- 3.1.1 "Development" Amendments to planning permission (ref: 2009/1579/P) granted on the 21/12/2009 for the construction of a two storey residential dwelling with lower ground floor and associated landscaping. Amendments to include extension of ground floor terrace area and new door associated with this, repositioning of rooflight on ground floor terrace, new small rooflight on first floor flat roof and reduction in size of rooflight on

main roof, addition of two internal flues discharging at roof level, new window and recessed metal panel on west elevation, use of stone and brick on part of the west elevation, use of stone on south elevation and variations to timber and glass at first floor level, introduction of small ventilation windows, and use of stone on east elevation as shown on drawing numbers Superseded; PL_23; PL_30; PL_31; PL_32; PL_33; PL_34; PL_35; Proposed plans; PL_001; 002; 003; 004; 005; PL_24; PL_25 A; PL_27; PL_28; PL_28; PL_36; PL_37; PL_38; PL_39; PL_40; PL_41; PL42; 6960/02 Rev B; 6960/01; Arboricultural Report (Ref: JTK/6960/RevA/so); Sustainability Statement; Visual Impact Assessment; Planning Report; Ground Condition & Substructure; Letter from Barton Engineers dated 21/05/09; Construction Management plan June 2009 Draft 2; Construction Management Plan Addendum

3.1.2 "Planning Permission" the planning permission granted under reference number 2011/4153/P to be issued by the Council

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 17 August 2011 by the Owner and given reference number 2011/4153/P

3.2 In all other respects the Existing 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.

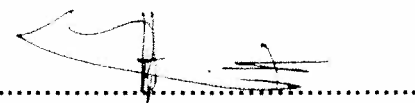
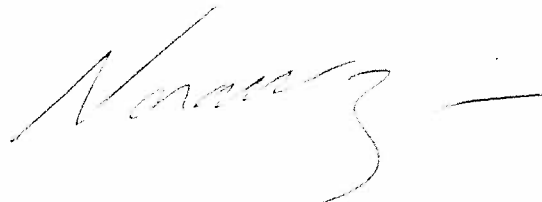
5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge.

IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Owner and the Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written

EXECUTED AS A DEED BY
MOHAMAD MEHDI NOROWZIAN
in the presence of:

)
)
)



Witness Signature

Witness Name: HOMAYOON HOODFAR.

Address: 31 ROWSLEY AVENUE NW4 1AP

Occupation: ACCOUNTANT

IN WITNESS WHEREOF this document which is intended to take effect as a deed has been duly executed by a duly authorised Official of the Bank as Attorney of the Bank the day and year first above written.

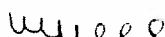
SIGNED AND DELIVERED

by

ADAM SAHAR
BLOCKER

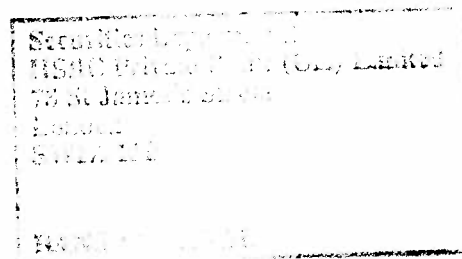


Attorney of
HSBC Private Bank (UK) Limited

in the presence of: 

Witness: TRACH LYNN MACE

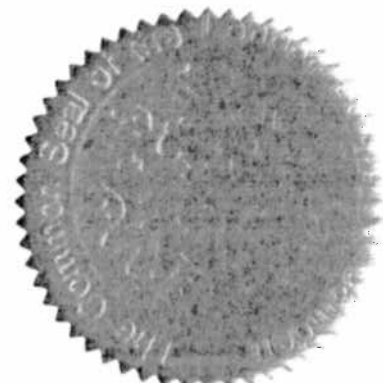
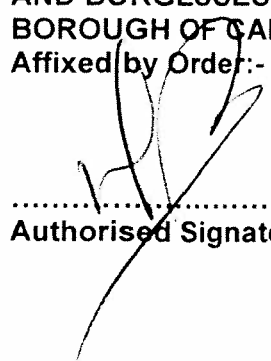
Address:



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

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)
)

Authorised Signatory



DATED

12th October

2011

(1) **MOHAMAD MEHDI NOROWZIAN**

and

(2) **HSBC PRIVATE BANK (UK) LIMITED**

and

(3) **THE MAYOR AND BURGESSES OF
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