

DATED

18 March.

2010

(1) BRITISH TELECOMMUNICATIONS PLC

-and-

**(2) VRAJ PANKHANIA and JOSNA PANKHANIA
Trading as WESTCOMBE HOMES**

-and-

(3) BANK OF BARODA

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 25 March 2009
Between the Mayor and the Burgesses of the
London Borough of Camden
and British Telecommunications Limited PLC and Vraj Pankhania and Josna Pankhania
(Trading as Westcombe Homes) and Bank of Baroda
under section 106 of the Town and
Country Planning Act 1990 (as amended) as varied by
a Deed of Variation dated 10 December 2009
Relating to development at premises known as
31 – 33 High Holborn, London WC1V 6AX

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/1685.445

THIS AGREEMENT is made on the 18th day of March.

2010

BETWEEN

1. **BRITISH TELECOMMUNICATIONS PLC** (Co. Regn. No. 1800000) whose registered office is at 81 Newgate Street, London, EC1A 7AJ (hereinafter called "the Freeholder") of the first part
2. **VRAJ PANKHANIA and JOSHNA PANKHANIA trading as WESTCOMBE HOMES** of 1145a Greenford Road, Greenford, Middlesex UB6 0DP (hereinafter called "the Leaseholder") of the second part
3. **BANK OF BARODA** (Incorporated in India) of 32 City Road, London EC1Y 2BD (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 British Telecommunications Limited PLC and Vraj Pankhania and Josna Pankhania (Trading as Westcombe Homes) and Bank of Baroda entered into an Agreement dated 25 March 2009 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) such Agreement being varied by a deed of variation dated 10 December 2009.
- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN170205.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor of the Property under Title Number NGL898717 subject to a charge to the Mortgagee.
- 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 The First Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Leaseholder and validated on 20 January 2010 for which the Council resolved to grant permission conditionally under reference 2010/0445/P subject to the conclusion of this Agreement.
- 1.6 The Second Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Leaseholder and validated on 21 January 2010 for which the Council resolved to grant permission conditionally under reference 2010/0460/P subject to the conclusion of this Agreement.
- 1.7 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.
- 1.8 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. INTERPRETATION

- 1.1 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.
- 1.2 All reference in this Agreement to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 1.3 In this Agreement the following expression shall unless the context otherwise states have the following meaning now allocated to it.
- | | |
|----------------------------|--|
| 1.3.1 "Agreement" | this Deed of Variation |
| 1.3.2 "Existing Agreement" | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 25 March 2009 made between the Council and |

British Telecommunications Limited PLC and
Vraj Pankhania and Josna Pankhania (Trading
as Westcombe Homes) and Bank of Baroda as
varied by a Deed of Variation dated 10
December 2010

**1.3.3 "the Original Planning
Permission"**

revisions to planning permission 2008/2588/P,
dated 25/03/2009, for change of use of upper
floors from retail/office uses (Class A1 and B1)
to residential use (Class C3) to provide 9 units,
including extension and refurbishment of the
upper floors, retention of ground and mezzanine
floors as retail (Class A1), alterations to ground
floor entrance, refuse storage and existing spiral
stair/escape provision. Revisions comprise
extension at fourth floor level and mansard roof
extension above at fifth floor level and
alterations at ground floor level, including a new
staircase, lift and an enlarged cycle store as
shown on drawing numbers: Site Location Plan;
21A; 21D; 31B; 31C; 33B; 33C; 35; 35A; 41;
41A; 43A; 43B; 53A; 1047/53

- 1.4 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.
- 1.5 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.
- 1.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.7 References in this Agreement to the Leaseholder the Freeholder and the Mortgagee shall include their successors in title.

2. VARIATION TO THE EXISTING AGREEMENT

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

3.1.1 "Development" the First Development and the Second Development together

3.1.2 "the Education Contribution" the sum of £38,456.00 (thirty eight thousand four hundred and fifty six pounds) to be paid by the Leaseholder to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of education needs arising in the London Borough of Camden

3.1.3 "Planning Application" the First Planning Application and the Second Planning Application together

3.1.4 "Planning Permission" the First Planning Permission and the Second Planning Permission together

3.1.5 "the Public Open Space Contribution" the sum of £15,031.00 (fifteen thousand and thirty one pounds) to be paid by the Leaseholder to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of maintenance upkeep and preservation of public open spaces in the vicinity of the Property within the London Borough of Camden

3.2 The following definitions shall be inserted into the Existing Agreement:

3.2.1 "the First Development"

Revisions to planning permission 2008/2588/P, dated 25/03/2009, for change of use of upper floors from retail/office uses (Class A1 and B1) to residential use (Class C3) to provide 9 units, including extension and refurbishment of the upper floors, retention of ground and mezzanine floors as retail (Class A1), alterations to ground floor entrance, refuse storage and existing spiral stair/escape provision. Revisions comprise an enlarged mansard roof extension at fifth floor level (on east side of High Holborn front elevation) and associated alterations for approved Flat 8 (compared with that granted by planning permission 2009/4519/P, dated 10/12/2009) as shown on drawing numbers Site Location Plan; 1047/112; 1047/114; 1047/116; 1047/118; 1047/122; 1047/124; 1047/126 Rev A; 1047/31 Rev C; 1047/31 Rev D; 1047/33 Rev C; 1047/33 Rev D; 1047/35 Rev A; 1047/35 Rev B; 1047/39 Rev B; 1047/39 Rev C; 1047/41 Rev A; 1047/41 Rev B; 1047/43 Rev C; 1047/43 Rev D; 1047/52; 1047/52 Rev A; 1047/53 Rev A; 1047/53 Rev B

3.2.2 "the First Planning Application"

the application for planning permission in respect of the Property validated on 20 January 2010 and submitted by the Leaseholder and given reference number 2010/0445/P

3.2.3 "the First Planning Permission"

the planning permission granted pursuant to the First Planning Application under reference number 2010/0445/P by the Council

3.2.4 "the Second Development" Revisions to planning permission 2008/2588/P, dated 25/03/2009, for change of use of upper floors from retail/office uses (Class A1 and B1) to residential use (Class C3) to provide 9 units, including extension and refurbishment of the upper floors, retention of ground and mezzanine floors as retail (Class A1), alterations to ground floor entrance, refuse storage and existing spiral stair/escape provision. Revisions comprise erection of mansard roof extension at fifth floor level (on west side of High Holborn front elevation) to provide additional residential accommodation for approved Flat 8 as shown on drawing numbers Site Location Plan; 1047/33 Rev C; 1047/39 Rev B; 1047/41 Rev A; 1047/43 Rev C; 1047/52; 1047/60 Rev B; 1047/61 Rev B; 1047/62 Rev B; 1047/63 Rev A; 1047/64 Rev B; 1047/65 Rev A; 1047/114; 1047/116; 1047/122; 1047/124; 1047/126 Rev A

3.2.5 "the Second Planning Application"

the application for planning permission in respect of the Property validated on 21 January 2010 and submitted by the Leaseholder and given reference number 2010/0460/P

3.2.6 "the Second Planning Permission"

the planning permission granted pursuant to the Second Planning Application under reference number 2010/0460/P

3.3 In all other respects the Existing Agreement (as varied by this 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.

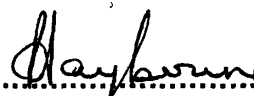
IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Leaseholder the Freeholder and the Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written

THE COMMON SEAL OF
BRITISH TELECOMMUNICATIONS PLC
affixed to this Deed is
authenticated by:-

.....
~~Authorised Signatory~~

**EXECUTED AS A DEED BY
VRAJ PANKHANIA
in the presence of:**

) 
)


.....
Witness Signature

Witness Name ROSETTA LAYBOURNE

Address No 38, HARTINGTON ROAD, UB2 5AX

Occupation SECRETARY

CONTINUATION OF DEED OF VARIATION IN RELATION TO
31 to 33 High Holborn, London, WC1V 6AX

EXECUTED AS A DEED BY
JOSHNA PANKHANIA
in the presence of:

)
) J.V. Paril
)

.....
Witness Signature

Witness Name RUSSETTA LAYBOURNE

Address No 38, HARTINGTON ROAD, UB2 5AX

Occupation SECRETARY

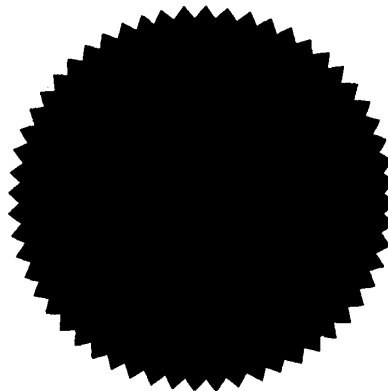
EXECUTED as a Deed
by BANK OF BARODA
in the presence of:-

)
) K. K. K. K.
)

.....
ASHWANI SHARMA
CIO BANK OF BARODA LONDON

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


)
)
)
)



.....
Authorised Signatory

8710/050

The common seal of **BRITISH
TELECOMMUNICATIONS PLC**
affixed to this deed is authenticated by:


.....
Authorised signatory