

DATED

26 March.

2010

(1) ABDOL HOSSAIN AZIZI

and

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

DEED OF VARIATION

Relating to the Agreement dated 8 May 2007
Between the Mayor and the Burgesses of the
London Borough of Camden,
and Abdol Hossain Azizi
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
17A Fairhazel Gardens, London NW6 3QL

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/1685.289

THIS AGREEMENT is made on the 26th day of March .

2010

BETWEEN

1. **ABDUL HUSSAIN AZIZI** of 7 Hillside Grove, Mill Hill, London NW7 2LS (hereinafter called "the Owner") of the first part
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

WHEREAS:

- 1.1 The Council and Abdul Hussain Azizi entered into an Agreement dated 8 May 2007 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL711612.
- 1.2 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.
- 1.3 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 29 March 2010 for which the Council resolved to grant permission conditionally under reference 2010/0446/P subject to the conclusion of this Agreement.
- 1.4 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.
- 1.5 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 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 are 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 8 May 2007 made between the Council and Abdul Hussain Azizi

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 8 May 2007 referenced 2006/5560/P allowing the scheme for the erection of two-story plus basement and attic end-of-terrace dwellinghouse with rear roof dormer window, front-side and rear lightwells, plus alteration to front boundary treatment including erection of low brick wall with railings as shown on drawings PL/101; /102/A; /103B; /104; /105/B; /106B; /107A and Tree Assessment by Connick Tree Consultants (ref: 011-06-885)

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 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" Renewal of planning permission granted 8/5/07 for (Erection of two-storey plus basement and attic end-of-terrace dwelling house with rear dormer window, front/side and rear lightwells, plus alteration to front boundary treatment including erection of low brick wall with railing)

3.1.2 "Planning Permission" the planning permission granted under reference number 2010/0446/P to be issued by the Council

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 29 January 2010 by the Owner and given reference number 2010/0446/P

3.2 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 Owner has caused this Agreement to be executed as a Deed the day and year first above written

**EXECUTED AS A DEED BY
ABDUL HUSSAIN AZIZI
in the presence of:**

)
)
) A H AZIZI

.....
Witness Signature

L BATTEN

Witness Name:

L BATTEN

Address:

TOWN HALL, JUDD STREET

LONDON

Occupation:

LEGAL SECRETARY

WC1H 9LP

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

.....
Authorised Signatory

[Signature]

