

DATED

18<sup>th</sup> November

2009

**RAJESH VASISHTA & RENU VASISHTA**

**-and-**

**CLYDESDALE BANK PLC**

**-and-**

**THE MAYOR AND THE BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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**DEED OF VARIATION**

**Relating to the Agreement dated 22 April 2005  
Between the Mayor and the Burgesses of the  
London Borough of Camden  
RAJESH VASISHTA AND RENU VASISHTA  
AND NATIONAL WESTMINSTER BAK PLC  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
244 KILBURN HIGH ROAD LONDON NW6 2BS**

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**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 & EnvPlanning/S106 Agreements/ (CF)  
CLS/COM/SB/1431.001418**

THIS AGREEMENT is made on the

18<sup>th</sup>

day of

November

2009

**BETWEEN**

1. **RAJESH VASISHTA AND RENU VASISHTA** both of 244 Kilburn High Road London NW6 2BS (hereinafter called "the Owners") of the first part
2. **CLYDESDALE BANK PLC** Scot.Co.Regn.No.1111) of 30 St. Vincent Place Glasgow G1 2HL (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 Rajesh Vasishta Renu Vasishta and National Westminster Bank Plc entered into an Agreement dated 22 April 2005 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owners are registered at HM Land Registry as the freehold proprietor with Title Absolute under title number NGL810829 subject to a charge to the Mortgagee.
- 1.3 The Council is the local planning authority for the purposes of the Act.
- 1.4 The Owners are interested in the Property for the purposes of Section 106(9) of the Act.
- 1.5 On the 12 August 2008 the Owners submitted to the Council a new Application in respect of the Property and was given reference 2008/1097/P to amend the Original Permission granted by the Council (Planning Permission reference 2003/3333/P) allowing the demolition of the existing shop fronts and the erection of three new floors on the Kilburn High Road frontage and two new floors at the rear to accommodate 3x3-bed residential units and 4x1-bedroom flats above the existing ground floor retail premises as shown on drawing numbers 06-03-533-S1, S2, P01, P02, P04a, P05 and P06.

- 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 Clydesdale Bank Plc as Mortgagee under a legal charge registered under Title Number NGL810829 and dated 7 June 2007 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 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.
- |    |                      |   |
|----|----------------------|---|
| a. | "Existing Agreement" | the Section 106 agreement under the Town and Country Planning Act 1990 (as amended) dated 22 April 2005 made between the Council the Owners and National Westminster Bank Plc |
| b. | "Agreement"          | this Deed of Variation  |
- 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**

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

**"Development"**

Amendments to planning permission 2003/3333/P (The demolition of the existing first floor, alterations to the existing shop fronts and the erection of 3x new floors on the Kilburn High Road frontage and 2x new floors at the rear to accommodate 3 x 3 bed residential units and 4 x 1 bedroom flats above the existing ground floor retail premises) to include an additional (fourth) floor containing a 2-bed flat with roof terrace, extension to contain lift-shaft overrun, alterations to the front elevation including an amended shop front and installation of solar panels Site Location Plan; 06-03-533-S1; 06-03-533-S2; P-05 RevA; R1, R2, R3..

2.6 **"the Education Contribution"**

to pay the additional sum of 24,007.00 (twenty four thousand and seven pounds) to be paid by the Owners 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 education needs arising in the  
London Borough of Camden

"Permission"

the Planning Permission under reference  
number 2008/1097/P to be issued by the  
Council in the form of the draft annexed hereto

- 3.1 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

**6. JOINT AND SEVERAL LIABILITY**

- 6.1 All Covenants made by the Owners in this Agreement are made jointly and severally  
and shall be enforceable as such.

**IN WITNESS** whereof the Council and the Owner has caused their respective Common  
Seals to be affixed and the Mortgagee has caused this Agreement to be executed as a Deed  
the day and year first above written.

**EXECUTED AS A DEED BY  
RAJESH VASISHTA  
in the presence of:**

*R. Vasishtha*

*[Signature]*  
.....  
**Witness Signature**

**Witness Name:** SHOU KULAN

**Address:** 272. KILBURN HIGH ROAD NW6 2BY

**Occupation:** PROPERTY CONSULTANT

Onsite Development Limited  
Grafex House  
98 Windmill Road  
Croydon  
Surrey  
CR0 2XQ

Application Ref: 2008/1097/P

16 April 2009

Dear Sir/Madam

**DRAFT**  
FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION  
Town and Country Planning Acts 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**244 Kilburn High Road  
London  
NW6 2BS**

**Proposal:**

**DECISION**  
Amendments to planning permission 2003/05337 (The development of the existing first floor, alterations to the existing shopfronts and the elevation of 3 new floors on the Kilburn High Road frontage and 2x new floors at the rear to accommodate 3 x 3 bed residential units and 4 x 1 bedroom flats above the existing ground floor retail premises) to include an additional (fourth) floor containing a 2-bed flat with roof terrace, extension to contain lift-shaft overrun, alterations to the front elevation including an amended shopfront and installation of solar panels.

Drawing Nos: Site Location Plan; 06-03-533-S1; 06-03-533-S2; P-05 RevA; R1, R2, R3.

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 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 policies S1/ S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 2 The details of the proposed cycle storage area shall not be otherwise than as shall have been submitted to and approved by the Council. The approved facility shall thereafter be provided in its entirety prior to the first occupation of the residential unit hereby approved, and permanently maintained and retained as such thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements in policy T1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Details of the proposed solar panels shall be submitted to and approved by the Council prior to their installation, and they shall not be installed otherwise than in strict accordance with the approved details.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2 and B1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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 2363).

- 2 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1/S2/S3/S8, SD2, SD6, SD9, H1, H7, H8, B1, B4, T3, T8, T9 and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 3 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by

email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://www.camden.gov.uk/pollution)) 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.

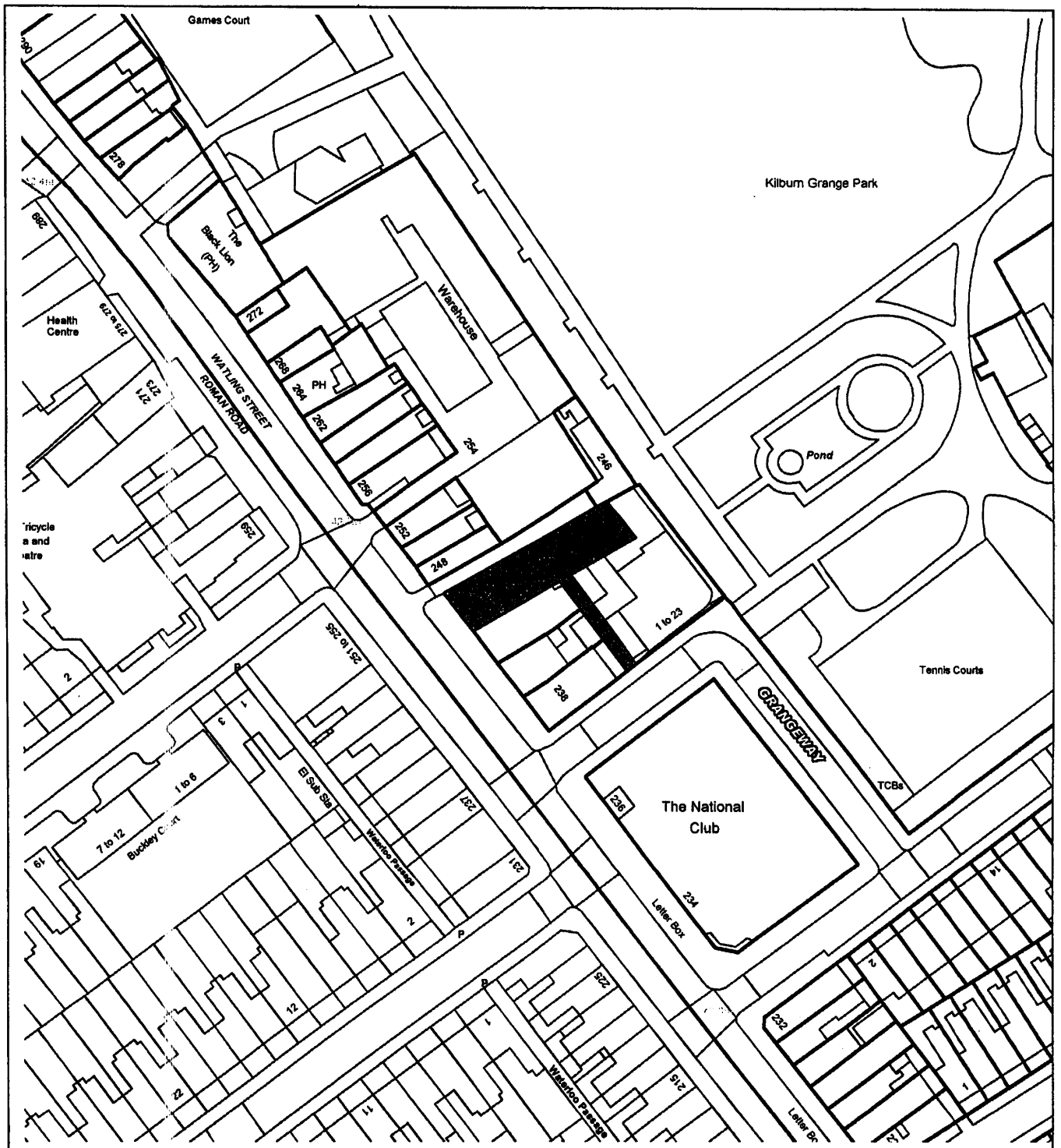
- 4 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be marked for the attention of the Sites Team, Urban Design and Regeneration.
- 5 You are advised that the Council expects all development to be as sustainable and energy efficient as possible and welcomes any measures that can be introduced to facilitate this. To this end you are encouraged to introduce measures that can practically be incorporated into the fulfilment of the building/design of the new building/other and the subsequent operation of the use.
- 6 You are advised that policy H7 of the Replacement Unitary Development Plan 2006 encourages all new housing developments to be accessible to all and meet "Lifetime Homes" standards, and the Council welcomes any measures that can be introduced to facilitate this. You are advised to consult the Access Officer, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2310) to ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time.
- 7 Your proposals may be subject to control under the Party Wall etc Act 1996 which covers party wall matters, boundary walls and excavations near neighbouring buildings. You are advised to consult a suitably qualified and experienced Building Engineer.

Yours faithfully

Culture and Environment Directorate



## 244 Kilburn High Road London NW6 2BS



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**Extract of the Minutes of a Meeting of the Directors of Clydesdale Bank PLC  
held on 27 July 2006**

**Present:** Malcolm Williamson (Chairman)  
Jonathan Dawson  
Sir David Fell  
Richard Gregory  
Lynne Peacock  
Gavin Slater  
Peter Wood  
David Thorburn


**11. IFS Signing Authorities**

The Board noted that on 19 April 2000 had nominated certain officers as authorised signatories. This had been subsequently amended at Board meetings held on 28 July 2005 and 28 October 2005. It was proposed that the list of signatories be amended to authorise certain functions within the IFS business to execute specific documentation on behalf of the Company. After due consideration

It was resolved

THAT any associate, partner, senior partner, managing partner, associate director, director or regional director within IFS be and is hereby authorised to sign any document creating contractual obligations for the Bank which have been approved by Legal Services or external legal counsel or any precedent provided by them.

Certified a true extract:

  
.....  
Barbara A McAll  
Solicitor

EXECUTED AS A DEED BY  
RENU VASISHTA  
in the presence of:

) R. Vasishtha  
)  
)

.....  
Witness Signature

Witness Name:

SMITH KURIAN

Address:

272 KILBURN HIGH ROAD NW6 2BY

Occupation:

PROPERTY CONSULTANT

EXECUTED AS A DEED BY

CLYDESDALE BANK PLC

by

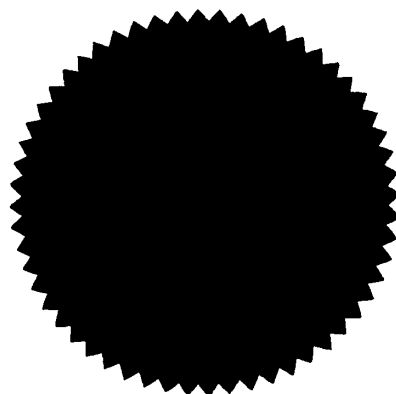
in the presence of:-

..... Richard Plastow, Associate, Business

CLYDESDALE BANK PLC  
WEST END FSC  
35 REGENT STREET  
LONDON  
SW14 4ND

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

.....  
Duly Authorised Officer



DATED

18<sup>th</sup> November

2009

**RAJESH VASISHTA & RENU VASISHTA**

-and-

**CLYDESDALE BANK PLC**

-and-

**THE MAYOR AND THE BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

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**DEED OF VARIATION**

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