

DATED

16th March

2016

(1) DEVON INTERNATIONAL MANAGEMENT LIMITED

and

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

DEED OF VARIATION

**varying the Agreement entered into on 27 August 2014
under section 106 of the Town and Country Planning Act 1990 (as amended)
relating to land known as 10A Oakhill Avenue, London NW3 7RE**

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 & env\planning\lmm\s106 Agreements (2015/1628/P)
CLS/COM/LMM/1685.

v1

THIS AGREEMENT is made the 16th day of March 2016

BETWEEN:

- i. **DEVON INTERNATIONAL MANAGEMENT LIMITED** a company incorporated and registered under the laws of the British Virgin Islands with company number 1671656 whose registered office is at Morgan & Morgan Building, P O Box 958 Pasea Estate, Road Town, Tortola, British Virgin Islands whose address for service in the United Kingdom is at Olympia House, Armitage Road, London NW11 8RQ (hereinafter called "the Owner") of the first part
- ii. **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

1. WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 141977 and 142171.
- 1.2 The Owner is the freehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The previous owner of the Property, Judith Blechner, entered into the Original Agreement (as defined at clause 2.2 of this Agreement) pursuant to section 106 of the Act in relation to the Original Planning Permission (as defined at clause 2.2 of this Agreement).
- 1.4 The Owner subsequently acquired the Property from the previous owner.
- 1.5 Eli Nathenson and Julian Bier no longer have any interest in the Property.
- 1.6 The Variation Application was submitted by the Owner to the Council and validated on 15 April 2015 and the Council resolved to grant permission conditionally under reference number 2015/1628/P subject to conclusion of this legal Agreement.



- 1.7 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 this Agreement.
- 1.8 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.9 Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as provided in this Agreement.

2. INTERPRETATION

- 2.1 All words and phrases defined in the Original Agreement shall have the same meaning in this Agreement save where otherwise provided or where the context otherwise dictates and for the avoidance of any doubt the Original Agreement shall remain in full force and effect save as varied by this Agreement.
- 2.2 In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-
- | | | |
|----|------------------------|---|
| a. | "Agreement" | this Deed of Variation |
| b. | "Original Agreement" | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 27 August 2014 entered into between (1) Judith Blechner, (2) Eli Nathenson and Julian Bier and (3) the Council in relation to the Original Permission |
| c. | "Original Application" | the application submitted in respect of the Original Development under reference number 2014/1037/P |

- c. "Original Permission" the planning permission granted for the Original Development pursuant to the Original Application
- d. "Original Development" the development of the Property pursuant to the Original Permission
- e. "Parties" means the Council and the Owner and Party means any one of them
- f. "Property" the land known as 10A Oakhill Avenue, London NW3 7RE the same as shown edged red on the site location plan annexed hereto
- g. "Variation Application" the application pursuant to section 73 of the Act submitted by the Owner to the Council to vary condition 3 of the Original Permission to which the Council has allocated reference number 2015/1628/P
- h. "Variation Permission" the planning permission granted pursuant to the Variation Application in the form attached to this Agreement

2.3 This Agreement is supplemental to the Original Agreement and is a planning obligation for the purposes of Section 106 of the Act and is acknowledged by the parties that the obligations contained within it are binding on the Property and shall be enforceable by the Council against the Owner as provided herein 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.

2.4 The land bound by the obligations in this Agreement is the Property.

2.5 In the event that the Original Agreement ceases to have effect this Agreement shall also cease to have effect.

- 2.6 For the avoidance of doubt nothing in this Agreement is intended to have the effect of duplicating or double counting any of the obligations in the Original Agreement
- 2.7 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 2.8 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.9 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation
- 2.10 The Council hereby agrees to grant the Variation Permission on the date hereof.
- 2.11 The Parties save where the context states otherwise shall include their successors in title and in the case of the Council any successor to its statutory functions.
- 2.12 The Council shall act reasonably and proportionately when seeking to enforce any of the terms of this Agreement including notifying the party in default of such breach and allowing a reasonable period of time for the defaulting party to remedy the breach.

3. VARIATION OF THE ORIGINAL AGREEMENT

Upon the grant of the Variation Permission the Original Agreement shall be varied as follows:

- 3.1 Clause 2.17 in the Original Agreement shall be deleted and replaced with following new clause 2.17:

“Planning Application”

the planning application in respect of the development of the Property submitted to the Council under reference number 2014/1037/P

Handwritten signature or initials in the bottom right corner of the page.

and/or the planning application in respect of the development of the Property submitted to the Council under reference number 2015/1628/P

- 3.2 Clause 2.9 in the Original Agreement shall be deleted and replaced with following new clause 2.9:

"the Development" the development of the Property specified in the Planning Application

- 3.3 Clause 2.19 in the Existing Agreement shall be deleted and replaced with following new clause 2.19:

"the Planning Permission" either planning permission reference number 2014/1037/P or planning permission reference 2015/1628/P granted for the Development pursuant to the Planning Application

4. **FURTHER PROVISIONS**

- 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 up to £1,000.

- 4.2 This Agreement shall be registered as a Local Land Charge.

- 4.3 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 4.4 Except for the planning obligations contained in the Original Agreement as varied by this Agreement specifically regulating the use of land or buildings after construction, no planning obligations contained in the Original Agreement as varied by this Agreement shall be binding on any freehold or leasehold owners or occupiers of individual dwellings constructed pursuant to the Variation Permission (or their

respective mortgagees) or land held by any of the statutory utilities for their operational purposes

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

EXECUTED as a Deed on behalf of)
DEVON INTERNATIONAL)
MANAGEMENT LIMITED a company)
incorporated in the British Virgin)
Islands by **ROYALE GROUP INTERNATIONAL**)
LIMITED)
being a person who, in accordance with)
the laws of that Territory is acting under)
the authority of that company)
) **Authorised signatory/signatories**

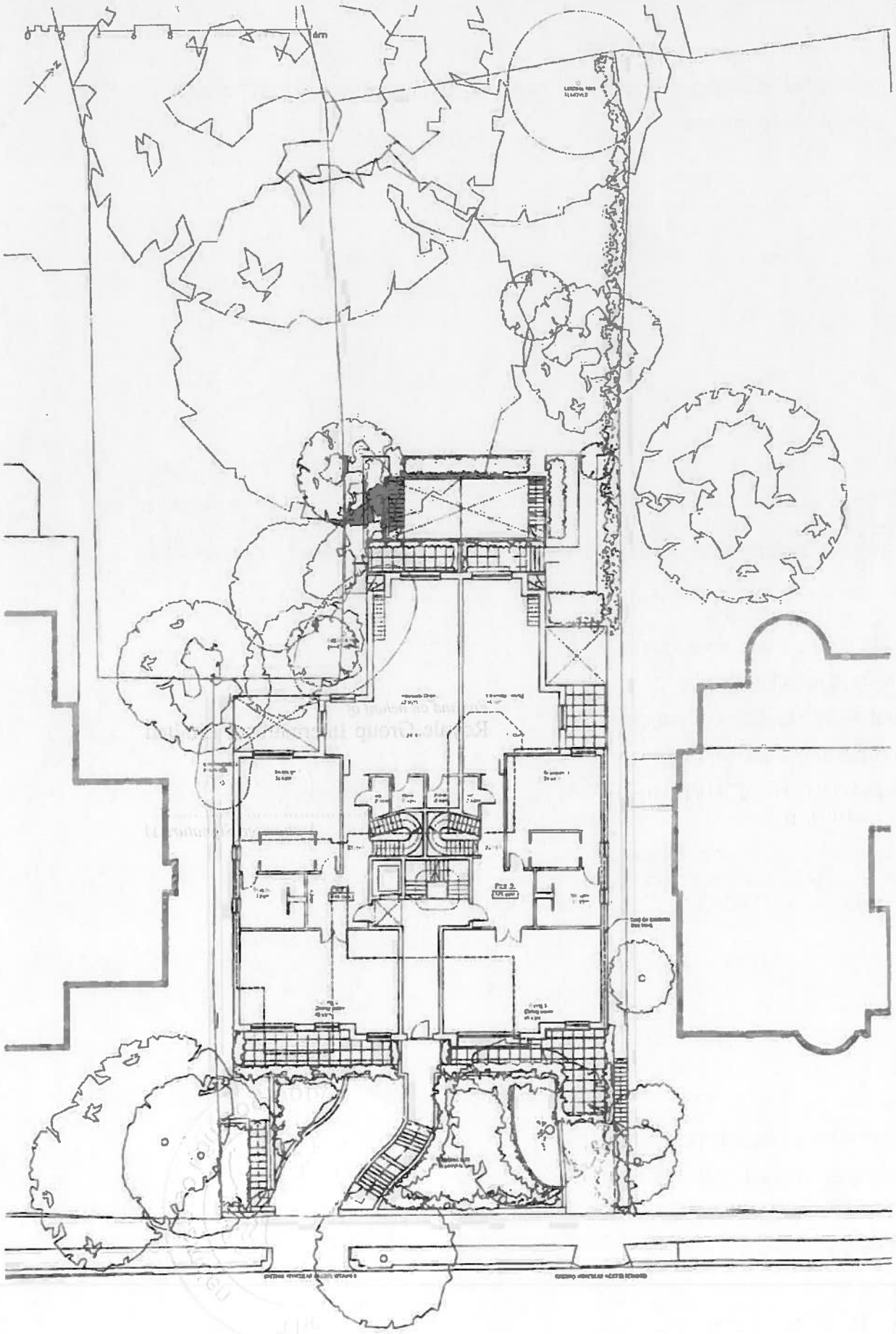
For and on behalf of
Royale Group International Limited

.....
Authorised Signature(s)

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



..... *R. Alexander*
Authorised Signatory



Merita Erens	
Architect	
16 Durbach Street	
London EC2A 4HQ	
tel 020 7726 2676	
www.meritaerens.com	
© 2011 Merita Erens	
All rights reserved	
No part of this publication may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage or retrieval system, without the prior written permission of Merita Erens.	
Project	16 Durbach Street
Client	16 Durbach Street
Architect	Merita Erens
Scale	1:100
Date	16/02/2011
Author	Merita Erens
Check	Merita Erens
Drawn	Merita Erens
Project No.	16 Durbach Street

g.f.



**Regeneration and Planning
Development Management**
London Borough of Camden
Town Hall
Judd Street
London
WC1H 8ND

Tel 020 7974 4444
Fax 020 7974 1930
Textlink 020 7974 6866

planning@camden.gov.uk
www.camden.gov.uk/planning

Almas Bavcic
AD Design Concepts
25 Grampian Gardens
London
NW2 1JH

Application Ref: 2015/1628/P

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:
10A Oakhill Avenue
London
NW3 7RE

Proposal:

DECISION
Variation of condition 3 (approved plans) of planning permission 2014/1037/P dated 27/08/2014 (for the erection of a 3 storey plus lower ground and basement levels to accommodate 2 x 4 bed and 3 x 3 bed units, 7 car parking spaces and cycle storage) namely to reconfigure the internal layout, repositioning of parking area in basement, repositioning of main entrance to lower ground floor level, enlargement of rear lightwells, alterations to fenestration and change of material treatment of setback, top floor level.

Drawing Nos: Superseded Plans:

OHA-PL-PR-01C, OHA-PL-PR-02G, OHA-PL-PR-03K, OHA-PL-PR-05G, OHA-PL-PR-06H, OHA-PL-PR-08B, OHA-PL-PR-10C, OHA-PL-PR-12E, OHA-PL-PR-13, OHA-PL-PR-20G, OHA-PL-PR-21C, OHA-PL-PR-22D, OHA-PL-PR-23C, OHA-PL-PR-24A, OHA-PL-PR-25B, OHA-PL-PR-26A and OHA-PL-PR-40A.

Revised Plans:

99-001, 99-010 Revision B, 99-011 Revision B, 99-012, 99-013, 99-014, 99-015, 99-200, 99-201, 99-300, 99-302, 99-303, 99-304, 99-305, 99-307, 99-308, Basement Impact Assessment: Hydrology and hydrogeology reference 63451R1 March 2015 prepared by esi, Factual Report on Ground Investigation report ref 9374/MC/AW February 2015 [Rev 1] and Interim Basement Impact Assessment Screening Report: 'land stability' report ref 9374D/MC/AW February 2015 [Rev 0] prepared by Soil Consultants, Slope Stability and

9. P

Ground Movement Assessment report number 15-061-R-001 February 2015 prepared by KEY GS, packmanlucas Structural Designers letter dated 17th December 2015.

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 3 of planning permission granted on 27/08/2014 under reference number 2014/1037/P shall be replaced by the following condition:

REPLACEMENT CONDITION 3

The development hereby permitted shall be carried out in accordance with the following approved plans:

99-001, 99-010 Revision B, 99-011 Revision B, 99-012, 99-013, 99-014, 99-015, 99-200, 99-201, 99-300, 99-302, 99-303, 99-304, 99-305, 99-307, 99-308, Basement Impact Assessment: Hydrology and hydrogeology reference 63451R1 March 2015 prepared by esi, Factual Report on Ground Investigation report ref 9374/MC/AW February 2015 [Rev 1] and Interim Basement Impact Assessment Screening Report: 'land stability' report ref 9374D/MC/AW February 2015 [Rev 0] prepared by Soil Consultants, Slope Stability and Ground Movement Assessment report number 15-061-R-001 February 2015 prepared by KEY GS, packmanlucas Structural Designers letter dated 17th December 2015, Daylight, Sunlight and Overshadowing Report by Syntegra Consulting dated February 2014, Energy Strategy Report by Syntegra Consulting dated February 2014, Basement Impact Assessment: 10a Oakhill Avenue Ref:61458R1 Rev3 by esi dated June 2014, Basement Impact Assessment Screening Report: Land Stability by Soil Consultants dated April 2014, Structural Feasibility Report by Ian Harban Consulting Engineers Rev D dated April 2014, Slope Stability and Ground Movement Assessment by Key GS dated June 2014, Arboricultural Impact Assessment Report by Landmark Trees dated February 2014 and Affordable Housing Statement.

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

Informative(s):

- 1 You are advised that this decision relates only to the changes highlighted on the plans and set out in the description and on the application form, and shall only be

read in the context of the substantive permission granted 27/08/2014 under reference number 2014/1037/P and is bound by all the conditions attached to that 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

Culture and Environment Directorate

DRAFT

DECISION

