

DATED

10 June

2014

(1) PAUL AISENTHAL and HILARY MADELEINE AISENTHAL  
and MASHIAH SHEM-TOV and DEZI SHEM-TOV

-and-

(2) MERVYN AISENTHAL and RENEE AISENTHAL  
and DAVID SHEM-TOV and ERAN SHEM-TOV

-and-

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

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### FIRST DEED OF VARIATION

Relating to the Agreement dated 14 June 2013  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
**PAUL AISENTHAL and HILARY MADELEINE AISENTHAL  
and MASHIAH SHEM-TOV and DEZI SHEM-TOV  
and MERVYN AISENTHAL  
and RENEE AISENTHAL and  
DAVID SHEM-TOV and ERAN SHEM-TOV**

under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**28 Greville Street London EC1N 8SU**

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Andrew Maughan  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5680  
Fax: 020 7974 1920

CLS/COM/PT/1685.2513



THIS AGREEMENT is made on the 10 day of June 2014

**BETWEEN**

1. **PAUL AISENTHAL and HILARY MADELEINE AISENTHAL and MASHIAH SHEM-TOV and DEZI SHEM-TOV** all of 25 Hatton Garden London EC1 (hereinafter collectively called "the Freeholder") of the first part
2. **MERVYN AISENTHAL and RENEE AISENTHAL and DAVID SHEM-TOV and ERAN SHEM-TOV** all of 28 Greville Street Hatton Garden London EC1N 8SU (hereinafter collectively called "the Leaseholder") 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 fourth part

**WHEREAS:**

- 1.1 The Council, Paul Aisenthal and Hilary Madeleine Aisenthal and Mashiah Shem-Tov and Dezi Shem-Tov and Mervyn Aisenthal and Renee Aisenthal and David Shem-Tov and Eran Shem-Tov entered into an agreement dated 14 June 2013 pursuant to section 106 of the town and country planning act 1990 (as amended).
- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title Absolute under title number LN4826 and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.3 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title Absolute under title number NGL929899 and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Freeholder and the Leaseholder shall herein after be called the "the Owner".
- 1.5 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.

- 1.6 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 10 October 2013 for which the Council resolved to grant permission conditionally under reference 2013/5868/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.

## 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 First Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 14 June 2013 made between the Council, Paul Aisenthal and Hilary Madeleine Aisenthal and Mashiah Shem-Tov and Dezi Shem-Tov and Mervyn Aisenthal and Renee Aisenthal and David Shem-Tov and Eran Shem-Tov

2.3.3 "the Original Planning Permission"

means the planning permission granted by the Council on 14 June 2013 referenced 2013/5868/P allowing the erection of roof extension at 5th floor level to create 2 self-contained flats (Class C3), including replacement roof level fire staircase enclosure plus perimeter balustrades and alteration to front elevation at 4th floor level to an office building (Class B1) as shown on drawing numbers Location plan; HD-615/1000; HD-615/1002; HD-615/1003; HD-615/1004; HD-615/1005; HD-615/2000; HD-615/2001; HD-615/2002; HD-615/2003; HD-615/2004; HD-615/2006; HD-615/2007.

- 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" variation of planning permission dated 14 June 2013 under planning reference number

2012/6379/P to erection of a roof extension at 5th floor level to create 2 self-contained flats (Class C3), including alterations to the chimney flue, replacement roof level fire staircase enclosure plus perimeter balustrades and alteration to front elevation at 4th floor level to an office building (Class B1) as shown on drawing numbers Location plan; HD-615/3000; 3001; 3002; 3003; 3004; 3005; 4009; Proposed - HD-615/4000 B; 4001 B; 4002 B; 4003 B; 4004 B; 4005 B; 4006 B; 4007 B; 4008 B; 4009; 4010 B; 8000 B; 8001 B; 8002; 8003 B; 8004 B; 8005 B; Design & Access Statement.

3.1.2 "Planning Permission" the planning permission under reference number 2013/5868/P to be issued by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property submitted on 10 October 2013 by the Owner and given reference number 2013/5868/P

3.2 The words "2012/6379/P" in clause 5.2 of the Existing Agreement shall be deleted and replaced with "2013/5868/P".

3.3 The words "2012/6379/P" in clause 5.6 of the Existing Agreement shall be deleted and replaced with "2013/5868/P".

3.4 The words "2012/6379/P" in clause 6.1 of the Existing Agreement shall be deleted and replaced with "2013/5868/P".

3.5 The draft planning permission reference 2013/5868/P annexed to this Agreement shall be treated as annexed to the Existing Agreement in addition to the existing annexures.

3.6 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 hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
PAUL AISENTHAL  
in the presence of:

) P. Aisenthal  
)

x 

.....  
Witness Signature

Witness Name: JOHN L. BRAHAN

Address: 40 VANE CLOSE PRESTON HILLS HA3 9X1

Occupation:

EXECUTED AS A DEED BY  
HILARY MADELEINE AISENTHAL  
in the presence of:

) H. Aisenthal  
)

x 

.....  
Witness Signature

Witness Name: JOHN L. BRAHAN

Address: 40 VANE CLOSE PRESTON HILL HA3 9XD

Occupation:

CONTINUATION OF S106 AGREEMENT IN RELATION  
TO 28 GREVILLE STREET LONDON EC1N 8SU

EXECUTED AS A DEED BY  
MASHIAH SHEM-TOV  
in the presence of:

)  
)  
)  


.....  
Witness Signature

Witness Name:

JAY PATEL

J. Patel

Address:

15 CHESTNUT GROVE WEMBLEY MIDDLESEX HA0 2LX

Occupation:

FINANCIAL CONTROLLER.

EXECUTED AS A DEED BY  
DEZI SHEM-TOV  
in the presence of:

)  
)  
)  


.....  
Witness Signature

Witness Name:

JAY PATEL

J. Patel

Address:

15 CHESTNUT GROVE WEMBLEY MIDDLESEX HA0 2LX

Occupation:

EXECUTED AS A DEED BY  
MERVYN AISENTHAL  
in the presence of:

)  
)  
)  


.....  
Witness Signature

Witness Name:

JOHN L. BLAHA

Address:

40 VANE CLOSE PRESTON HILL HA3 9KD

Occupation:

JEWELLER



CONTINUATION OF S106 AGREEMENT IN RELATION  
TO 28 GREVILLE STREET LONDON EC1N 8SU

EXECUTED AS A DEED BY  
RENEE AISENTHAL  
in the presence of:

)  
)  
) 

X  \_\_\_\_\_


Witness Signature

Witness Name: JOHN L. IBRAHIM

Address: 40 VANE CLOSE PERSTON HALL HA3 9XD

Occupation:

EXECUTED AS A DEED BY  
DAVID SHEM-TOV  
in the presence of:

)  
)  
) 

Witness Signature

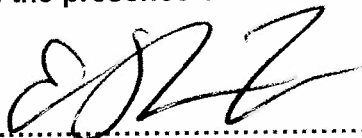
Witness Name: JAY PATEL

Address: 15 CHESTNUT GROVE WEMBLEY MIDDLESEX HA0 2LX

Occupation: FINANCIAL CONTROLLER.

CONTINUATION OF S106 AGREEMENT IN RELATION TO  
28 GREVILLE STREET LONDON EC1N 8SU

EXECUTED AS A DEED BY )  
ERAN SHEM-TOV )  
in the presence of: )



.....  
Witness Signature

Witness Name:

JAY PATEL



Address:

15 CHESTNUT GROVE WEMBLEY MIDDLESEX HA0 2LX

Occupation:

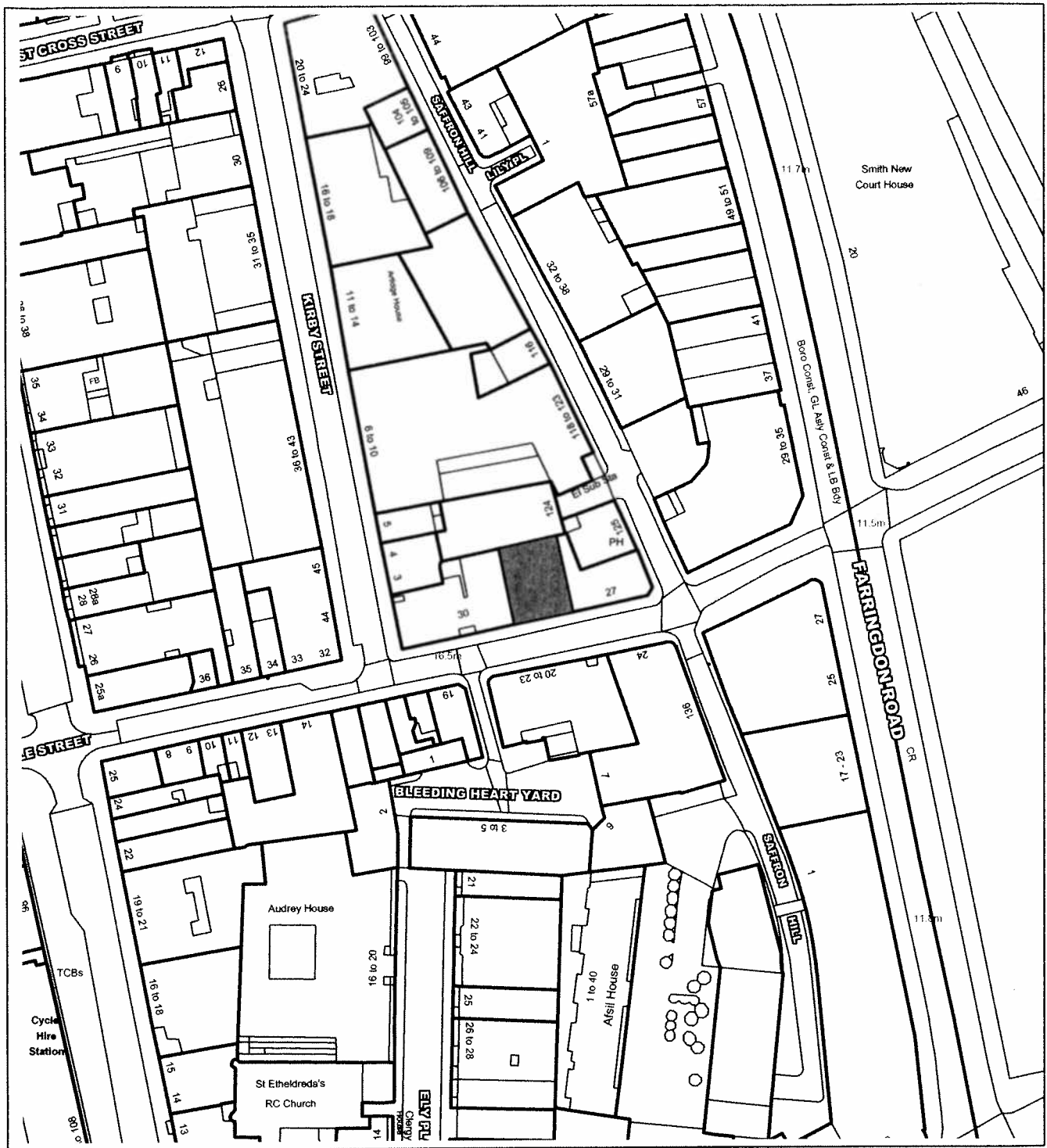
FINANCIAL CONTROLLER

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

.....  
Duly Authorised Officer



# 28 Greville Street, London EC1N 8SU



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Homes Design Ltd  
40 Wise Lane  
Mill Hill  
London  
NW7 2REApplication Ref: **2013/5868/P**

11 March 2014

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:  
**28 Greville Street**  
London  
**EC1N 8SU**

## Proposal:

**DECISION**  
Erection of a roof extension at 5th floor level to create 2 self-contained flats (Class C3), including alterations to the chimney flue, replacement roof level fire staircase enclosure plus perimeter balustrades and alteration to front elevation at 4th floor level to an office building (Class B1).

Drawing Nos: Location plan; HD-615/3000; 3001; 3002; 3003; 3004; 3005; 4009; Proposed - HD-615/4000 B; 4001 B; 4002 B; 4003 B; 4004 B; 4005 B; 4006 B; 4007 B; 4008 B; 4009; 4010 B; 8000 B; 8001 B; 8002; 8003 B; 8004 B; 8005 B; Design &amp; Access Statement.

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 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans - Location plan; HD-615/3000; 3001; 3002; 3003; 3004; 3005; 4009; Proposed - HD-615/4000 B; 4001 B; 4002 B; 4003 B; 4004 B; 4005 B; 4006 B; 4007 B; 4008 B; 4009; 4010 B; 8000 B; 8001 B; 8002; 8003 B; 8004 B; 8005 B; Design & Access Statement.

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

- 4 Notwithstanding the details shown on the approved plans, the angle of the front slope of the new 5th floor roof shall match that of the existing 4th floor roof and that of the adjoining party wall upstand of no.30 Greville Street.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

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 6941).
- 2 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 Compliance and Enforcement

team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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.

- 3 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

- 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 Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ.

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







DATED

10 June

2014

**(1) PAUL AISENTHAL and HILARY MADELEINE AISENTHAL  
and MASHIAH SHEM-TOV and DEZI SHEM-TOV**

-and-

**(2) MERVYN AISENTHAL and RENEE AISENTHAL  
and DAVID SHEM-TOV and ERAN SHEM-TOV**

-and-

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

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**FIRST DEED OF VARIATION**

Relating to the Agreement dated 14 June 2013  
Between the Mayor and the Burgesses of the  
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**PAUL AISENTHAL and HILARY MADELEINE AISENTHAL  
and MASHIAH SHEM-TOV and DEZI SHEM-TOV  
and MERVYN AISENTHAL  
and RENEE AISENTHAL and  
DAVID SHEM-TOV and ERAN SHEM-TOV**

under section 106 of the Town and  
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Relating to development at premises known as  
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