

DATED

5 August

2016

(1) ANAR ALIZADE

and

(2) BANQUE HAVILLAND S.A

-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 12 October 2012  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
**ALAN JAMES CHAYTOR AND BANK OF SINGAPORE**  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**6 TEMPLEWOOD AVENUE LONDON NW3 7XA**

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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

1781.556



THIS AGREEMENT is made on the 5 day of August 2016

**BETWEEN**

1. **ANAR ALIZADE** of 25 Bracknell Gardens, London NW3 7EE (hereinafter both called "the Owner") of the first part
2. **BANQUE HAVILLAND S.A** (incorporated in Luxembourg)(an unlimited company) of 35a Avenue J.F.Kennedy, L-1855, Luxembourg (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, Alan James Chaytor and Bank of Singapore entered into an Agreement dated 12 October 2013 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL493590 subject to a charge to the Mortgagee.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 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 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 08 October 2015 for which the Council resolved to grant permission conditionally under reference 2015/5692/P subject to the conclusion of this Agreement.



- 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 The Mortgagee as mortgagee under a legal charge registered under Title Number NGL493590 and dated 10 March 2015 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.

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 12 October 2012 made between the Council, Alan James Chaytor and Bank of Singapore

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 12 October 2012 referenced 2012/1976/P allowing the excavation of basement with associated lightwells,



replacement of single storey garage and rear garden summer house, addition of two new dormer windows to north east roof slope, alterations to existing fenestration and new hard and soft landscaping, all associated with the use as residential dwelling (Class C3) as shown on drawing numbers Site Location Plan; X001-P02; X002-P02; E003-P01; X004-P01; X005-P01; X006-P01; X007-P01; X010-P01; X020-P01; X021-P02; X022-P02; X023-P02; X040-P02; EL120-P04; EL121-P04; EL122-P05; EL123-P05; A102-P05; A103-P05; A104-P02; A105-P02; A106-P02; A107-P02; A110-P03; S140-P05; S141-P05; 92041/301-P2; 92041/600-P2; Basement Impact Assessment ref 92041/R2 dated February 2012 by Fairhurst Consulting Engineers; Flood Report reference HC191063\_HCF Dated 16/02/2012

- 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 condition 3 (approved plans) of planning permission 2012/1976/P dated 21/10/12 for the excavation of basement with associated lightwells, replacement of single storey garage and rear garden summer house, addition of two new dormer windows to north east roof slope, alterations to existing fenestration and new hard and soft landscaping, all associated with use as residential dwelling (Class C3) to remove proposed basement as shown on drawing numbers: Superseded: EL120-P04; EL121-P04; EL122-P05; EL123-P05; S140-P05; S141-P05. Proposed: PL05; PL02; PL03; PL04; PL07; PL08

3.1.2 "Planning Permission"

the planning permission under reference number 2015/5692/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 15 March 2015 by the Owner and given reference number 2015/5692/P.

3.2 After the words "2012/1976/P" in clause 5.2 of the Original Agreement the words "or 2015/5692/P" (as the case may be)" shall be inserted.

3.3 After the words "2012/1976/P" in clause 5.6 of the Original Agreement the words "or 2015/5692/P" (as

3.4 After the words "2012/1976/P" in clause 6.1 of the Original Agreement the words "or 2015/5692/P" (as the case may be)" shall be inserted.

3.5 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

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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 Owner in this Agreement are made jointly and severally and shall be enforceable as such.

7. **MORTGAGEE EXEMPTION**

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

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

EXECUTED AS A DEED BY  
ANAR ALIZADE



in the presence of:

Witness Signature:

Witness Name: (CAPITALS)

Address:

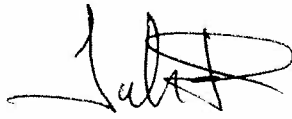
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 ) 51 MANOR GROVE  
 ) .....  
 ) SITTINGBOURNE MEIOILT  
 ) .....  
 ) LEGAL EXECUTIVE  
 ) .....

  
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CONTINUATION AGREEMENT IN RELATION TO 6 TEMPLEWOOD AVENUE LONDON  
NW3 7XA

EXECUTED as a Deed on behalf of )  
BANQUE HAVILLAND S.A )  
a company incorporated in )  
LUXEMBOURG by )  
and )  
being persons who in accordance )  
with the laws of that territory are )  
acting under the authority of )  
the company )

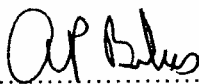


Juho Hiltunen  
Director  
Authorised Signatory  
BANQUE HAVILLAND S.A.



Jukka-Markku Munkk  
Director  
Authorised Signatory  
BANQUE HAVILLAND S.A.

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

  
.....  
Duly Authorised Officer





6 Templewood Avenue London NW3 7XA



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800 Group Ltd  
Cranborne Road  
Potters Bar  
Herts  
EN6 3JNApplication Ref: **2015/5692/P**

25 April 2016

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:  
**6 Templewood Avenue**  
**London**  
**NW3 7XA**

## Proposal:

**DECISION**

Variation of condition 3 (approved plans) of planning permission 2012/1976/P dated 21/10/12 for "the excavation of basement with associated lightwells, replacement of single storey garage and rear garden summer house, addition of two new dormer windows to north east roof slope, alterations to existing fenestration and new hard and soft landscaping, all associated with use as residential dwelling (Class C3)" to remove proposed basement. Associated removal of conditions nos. 4, 5, 6, 8, 9, and 10.

## Drawing Nos:

Superseded: EL120-P04; EL121-P04; EL122-P05; EL123-P05; S140-P05; S141-P05.

Proposed: PL05; PL02; PL03; PL04; PL07; PL08.

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 purpose of this decision, condition no.3 of planning permission 2012/1976/P shall be replaced with the following condition:

REPLACEMENT CONDITION 3

The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan; X001-P02; X002-P02; E003-P01; X004-P01; X005-P01; X006-P01; X007-P01; X010-P01; X020-P01; X021-P02; X022-P02; X023-P02; X040-P02; PL05; PL02; PL03; PL04; A102-P05; A103-P05; A104-P02; A105-P02; A106-P02; A107-P02; A110P03; PL07; PL08; 92041/301-P2; 92041/600-P2; Basement Impact Assessment ref 92041/R2 dated February 2012 by Fairhurst Consulting Engineers; Flood Report reference HC191063\_HCF Dated 16/02/2012.

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

Informative(s):

- 1 This application proposes to remove the basement that was approved under planning permission 2012/1976/P. The amendments would not alter the impact of the proposal on the character or appearance on the host building, wider area, or on the amenity of adjoining occupiers.

The full impact of the proposed development has already been assessed by virtue of the previous approval granted on 12/10/2012 under reference number 2012/1976/P. In the context of the permitted scheme, it is considered that the amendments would have only a minor material effect on the approved development.

- 2 This approval under Section 73 of the 1990 Act effectively varying the relevant condition of the previous planning permission is subject otherwise to the same terms, drawings. However, conditions 4, 5, 6, 8, 9, and 10 attached to the previous planning permission are removed. These conditions were associated with the construction of a basement. As the basement is no longer proposed, these conditions are no longer required. Condition 1, however, providing for a 3 year time period for implementation still remains which, for the avoidance of doubt, commences with the date of the original decision (and not this variation). A Deed of Variation has been agreed to remove the previous requirement for a Construction Management Plan and highways contributions.

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**

Handwritten signature and initials in the bottom right corner.





DATED

5 August

2016

(1) ANAR ALIZADE

and

(2) BANQUE HAVILLAND S.A

-and-

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

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