

DATED

*eighth of August*

2002

**QUAINT SERVICES LIMITED**

-and-

**AIB GROUP (UK) PLC**

and

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

**DEED OF VARIATION**

Relating to land known as  
St Richard of Chichester School Site  
Prince of Wales Road, London NW5  
pursuant to Section 106 of the  
Town and Country Planning Act 1990 (as amended)

Alison Lowton  
Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 1947  
Fax: 020 7974 2713

S:plan/abr/106/RichChichCollege(PWR)



THIS PLANNING OBLIGATION BY AGREEMENT is made the *8th* day  
of *August* 2002

B E T W E E N:

1. **QUAINT SERVICES LIMITED** (company registration number 3709801) of 60 Goswell Road, London EC1M 7AD (hereinafter called "the Owner" of the first part)
2. **AIB GROUP (UK) PLC** of *12 OLD JEWRY* ~~LONDON EC2R 8DP~~ (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)

W H E R E A S

1. Planning Permission was granted by the Council in relation to application number PEX0100565/R1 and application number LEX0100566/R1 on the *22<sup>nd</sup>* day of *March* 2002
2. An Agreement under Town and Country Planning Act 1990, s.106 dated *22<sup>nd</sup>* day of March 2002 was entered into between inter alia the Owner and the Council regulating the Development to which the said applications relate
3. the Owner remains the owner of the Site to which the said Agreement relates subject to a charge for the mortgage dated

4. a further application for the erection of an additional building on the Site is now the subject of an appeal to the Secretary of State
5. If the appeal is allowed the parties hereto wish to amend and supplement the said agreement by this agreement so as to regulate parking provision within the Development and the Site as a whole and the Council considers it expedient in the proper planning of its area to regulate the Development of the Site in accordance with the said agreement as amended and supplemented by this agreement

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. INTERPRETATION AND LEGAL EFFECT**

- 1.1 this agreement constitutes a planning obligation by agreement under Section 106 of the Town and Country Planning Act 1990 for the purposes of the Act and amends and supplements the Agreement as hereinafter provided
- 1.2 This agreement shall be enforceable by the Council against the Owner and against any person deriving title to any part of the Site hereafter
- 1.3 Clause 2 of this agreement shall come into force and effect only if
  - 1.3.1 The Appeal is allowed by the Secretary of State and
  - 1.3.2 The New Development is Implemented

1.4 In this agreement the following expressions shall have the following meaning unless the context otherwise requires:

1.4.1 "the Agreement" shall mean the s.106 agreement dated 22<sup>nd</sup> March 2002 in relation to the Site and made between the Owner, the Council and the then Mortgagee

1.4.2 "the Appeal" shall mean appeal numbers APP/X5210/A/02/1082821 and/or A/02/1090572 relating to application numbers PEX0100984 and PEX0200161 respectively

1.4.3 "the New Development" shall mean the Development permitted by the Secretary of State on the Appeal

1.4.4 Subject to clause 2 below all other expressions used in this agreement shall have the same meaning as those defined in clause 2 of the Agreement

2.1 Clause 2.7 of the Agreement shall henceforth be amended to read as follows:

"2.7 "the Development" conversion of existing disused school building plus associated alterations to accommodate 30 residential units with underground car park (accessed from Prince of Wales Road) and a day nursery space (class D1), as shown on

drawing numbers SROC/P/106B,  
201F, 202A, 203A, 204A, 400,  
500C, 501B, 502B, 505A, 506A,  
507A, 508A, 510C, 511B, 512C,  
520A, 521C, 524C, 525B, 527B,  
529B, 530A, 531A, 532A, 533B,  
534B, 535B, 536B, 537A, 538,  
556, 557, 558, 559, 650B, 656A,  
657A, 659B, 701B, 702, 800,  
900E, 1000, 1001 and the  
erection of the New  
Development"

2.2 Clause 4.3.1 of the Agreement shall be amended  
so as to read:

" 4.3.1 To ensure that prior to occupying any  
of the 30 residential units (or such other  
total number of units as may be permitted)  
forming part of the Development each new  
resident of the Development is informed by the  
Owner of the Council's policy that they shall  
not be entitled (unless they are the holder of  
a disabled person's badge issued pursuant to  
section 21 of the Chronically Sick and Disabled  
Persons Act 1970) to be granted a permit to  
park a vehicle in any Residents Parking Bay or  
a contract to park a vehicle in any car park  
controlled by the Council"

2.3 This agreement shall be registered as a local  
land charge and the Owner hereby covenants with  
the Council that it will within 28 days from  
the date hereof lodge his Charge Certificate in

relation to the Site with HM Land Registry and apply to register this Agreement in the Charges Register thereof and shall provide office copies to the Council in confirmation thereof upon demand

3.1 The Mortgagee hereby consents to the giving of the obligations on the part of the Owner as amended hereby and as herein contained and the Mortgagee agrees to be bound by the said obligations as amended

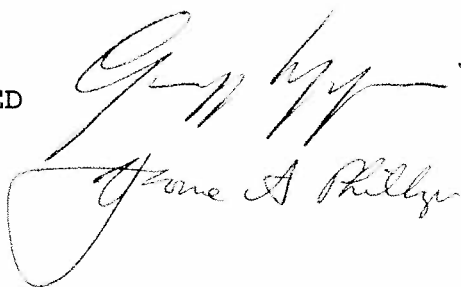
3.2 Save in respect of the terms of this agreement the Agreement shall continue in full force and effect to the extent that its provisions remain extant and enforceable

IN WITNESS whereof the Owner, the Mortgagee and the Council have caused their respective common seals to be affixed the day and year first above written

EXECUTED AS A DEED by  
QUAINT SERVICES LIMITED  
in the presence of:

~~Director~~

~~Director/Secretary~~




GIUSEPPE VIGNIANI  
DIRECTOR

YUSUNG A. PHILLIPS  
PPS Ltd; 7 Kingway,  
Bedford, MK40 9BA

EXECUTED AS A DEED by  
AIB GROUP (UK) Plc in  
the presence of:

.....  
Authorised Signatory

  
Was herunto affixed in the presence of:-

  
..... Authorised Officer

  
..... Authorised Officer

The Official Seal - GB of  
AIB Group (UK) plc  
Was returned affixed in the presence of

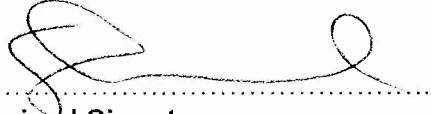
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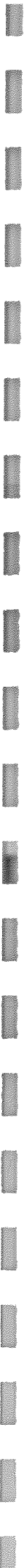
DEED OF VARIATION RELATING TO  
ST RICHARD OF CHICHESTER

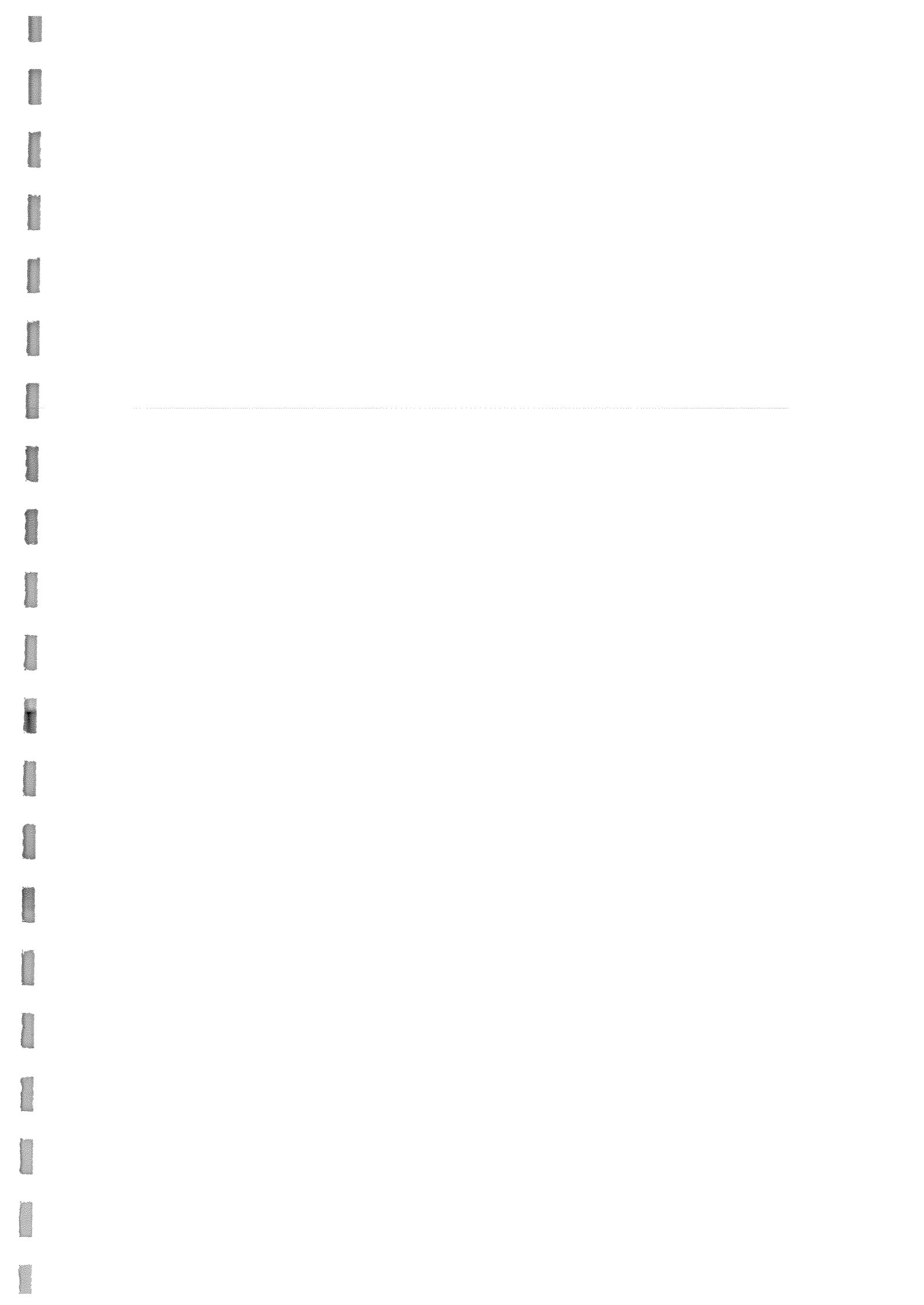
THE COMMON SEAL OF THE )  
MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF CAMDEN )  
was hereunto affixed by Order:- )



.....  
Authorised Signatory







DATED *eighth day of August* 2002

**QUAINT SERVICES LIMITED**

-and-

**AIB GROUP (UK) PLC**

and

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

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