

DATED

5 August

2010

(1) SURYAKANT CHUNIBHAI PATEL

and

(2) AIB GROUP (UK) PLC

and

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

DEED OF VARIATION

Relating to the Agreement dated 16 May 2006
Between the Mayor and the Burgesses of the
London Borough of Camden,
Suryakant Chunibhai Patel and AIB Group (UK) PLC
under section 106 of the Town and
Country Planning Act 1990 (as amended)
and section 278 of the Highways Act 1980
relating to development at premises known as
159, 161, 163 and 165 Camden High Street, London NW1 1JY

Andrew Maughan
Head of Legal Services
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 5826
Fax: 020 7974 2962

CLS/DR/1685.510

THIS AGREEMENT is made on the 5th day of August 2010

BETWEEN

1. **SURYAKANT CHUNIBHAI PATEL** of 14 Shaftesbury Avenue, Preston Road, Harrow, Middx, HA3 0QX (hereinafter called "the Owner") of the first part
2. **AIB GROUP (UK) PLC** (Company Registration Number NI018800) of North Finchley Branch, 1136 High Road, London N20 0RA (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 and Suryakant Chunibhai Patel and AIB Group (UK) PLC entered into an Agreement dated 16 May 2006 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) and section 278 of the Highways Act 1980.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number 334797, 295277 and LN96564 subject to the Charge of the Mortgagee.
- 1.3 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.
- 1.4 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 15 March 2010 for which the Council resolved to grant permission conditionally under reference 2009/3719/P subject to the conclusion of this Agreement.
- 1.5 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.

- 1.6 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 Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 16 May 2006 made between the Council and Suryakant Chunibhai Patel and AIB Group (UK) PLC

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 16 May 2006 referenced 2006/0776/P allowing the scheme for the demolition of existing 3 and 4 storey buildings and the redevelopment of the site through the erection of a five-storey plus basement level building, with retail (Class A1) at basement and ground floor levels, and 14 self-contained flats above (Class C3) with associated Conservation Area Consent application (Ref. 2005/0777/C) as

shown on drawings numbered Location Plan;
P02; P03; P04; P05; P06; P07; P08; P09A;
P10A; P20A; P21A; P22A; P23A; P24A; P25A;
P26A; P27A; P28A; P29A; P30A

- 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"

Amendments to planning permission granted 16/05/2006) (2006/0776/P) "for the demolition of existing 3 and 4 storey buildings and the redevelopment of the site through the erection of a five-storey plus basement level building, with retail (Class A1) at basement and ground floor levels, and 14 self-contained flats above (Class C3)" including amending the approved basement (reduction in size), amendment to the approved side and rear elevation to ensure they are consistent with the approved 3rd floor plan, inclusion at roof level of a lift shaft, vrv units including acoustic screen, solar panels and the

raising of each residential storey by 50mm and amendments to the approved design of the front, side and rear elevation. Discharge of conditions elevational details (condition 2), external materials (condition 3), method of storage and waste removal (condition 4), renewable energy (condition 5), cycle storage (condition 6), security measures on Underhill Passage (condition 8), and biodiversity (condition 9) of planning permission 2006/0776/P as shown on drawings numbered Location plan; P09A; P10A; P23A; P24A; P26A; P27A; P28A; P29; L10 REV F; L11 REV F; L16 REV C; L20 REV D; L21 REV C; L22 REV D; L30 REV F; PC02 REV A; PC04 REV B; PC03 REV A;

3.1.2 "Planning Permission" the planning permission granted under reference number 2009/3719/P to be issued by the Council

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 15 March 2010 by the Owner and given reference number 2009/3719/P

3.2 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 affixed and the Owner and the Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written

EXECUTED AS A DEED BY
SURYAKANT CHUNIBHAI PATEL
in the presence of:

)
) Suresh Ch. 1/18
)

.....
Witness Signature

Witness Name:

Address:

Occupation:

EXECUTED AS A DEED BY
AIB GROUP (UK) PLC
by
in the presence of:-

)
)
)
)

Executed as a deed by AIB Group (UK) p.l.c.
acting by its lawful Attorney

(Name) Lynn Grace

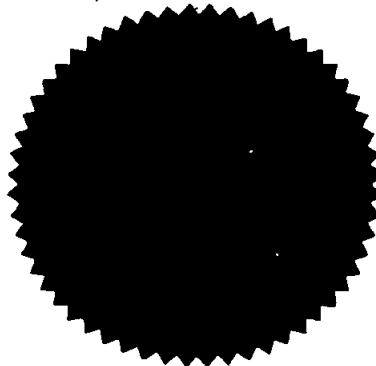
(Name) Philip Beer

As Attorneys for
AIB Group (UK) p.l.c.

.....
Bankcentre
Belmont Road
Uxbridge
Bank Official

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

)
)
)
)



.....
Authorised Signatory

Authorisation Sheet for S106 Number 844

Address

159 161 163 and 165 Camden High Street

Planning Application References

2009/3719/P

Case Officer

Gavin Sexton

Description of Development

2010/129

Discharge of conditions and amendments to planning permission granted 16/05/2006 (2006/0776/P) "for the demolition of existing 3 and 4 storey buildings and the redevelopment of the site through the erection of a five-storey plus basement level building, with retail (Class A1) at basement and ground floor levels, and 14 self-contained flats above (Class C3)". Amendments to include increase in building height by 400mm; reduction in basement size; alterations to front side and rear elevations; addition of lift overrun, solar panels and condenser plant with acoustic screen to roof. Discharge of condition 2 (in part: elevation details of refuse, cycle store and residential entrances, and windows), condition 3 (external materials), condition 4 (method of storage and waste removal, condition 5 (renewable energy), condition 6 (cycle storage), condition 8 (security measures on Underhill Passage), and condition 9 (biodiversity).

Clause	Trigger	Implementing Officer	Implementing Service
3 VARIATION TO THE EXISTING AGREEMENT	<p>3.1 The following definitions contained in the Existing Agreement shall be varied as follows:</p> <p>3.1.1 "Development" the discharge of conditions and amendments to planning permission granted 16/05/2006 (2006/0776/P) "for the demolition of existing 3 and 4 storey buildings and the redevelopment of the site through the erection of a five-storey plus basement level building, with retail (Class A1) at basement and ground floor levels, and 14 self-contained flats above (Class C3)". Amendments to include increase in building height by 400mm; reduction in basement size; alterations to front side and rear elevations; addition of lift overrun, solar panels and condenser plant with acoustic screen to roof. Discharge of condition 2 (in part: elevation details of refuse, cycle store and residential entrances, and windows), condition 3 (external materials), condition 4 (method of storage and waste removal, condition 5 (renewable energy), condition 6 (cycle storage), condition 8 (security measures on Underhill Passage), and condition 9 (biodiversity) as shown on drawings numbered Location plan; P02, P03, P04, P05, P06, P07, P08, P30A; 048604- A172 revD, A184 revA, A188 revC,</p>		

A301 revA, L10 REV F, L11 revG, L12 revG, L13 revG, L14 revG, L15 revE, L16 revC, L20 rev F, L21 rev D, L22 rev F, L30 revH, L32 rev D, PC02 rev A, PC03 rev A, PC04 rev B; Render details and sample (Weber 210 Graphite Grey); KME TECU Brass Cladding material details and sample; Velfac 200 Timber panel details and sample; Velfac 200 Window sectional sample; ICON Balushade and handrail literature and materials sample; IBSTOCK Yellow multi stock detail; Sustainable energy strategy by ESD 2/12/2009; Plant Noise Assessment (ref 08/3380/R2) by Cole & Jarman 23/07/2009; Email from Alan Stephens (12 Sept 2010); BRIO external light fitting Type Q details; P2606-E-102 REV P2; Ollerton steel and stainless steel cycle parking; Method statement of refuse removal, DRE 27.05.2010; Triple sparrow house details; Sedum species list from Green Roof dated 22/9/2008; Q37 Green Roofs 130 Extensive Sedum Green Roof Spec, Installation details, management recommendations

1

Various

Gavin Sexton

Development Control

3.1.2 "Planning Permission" the planning permission granted under reference number 2009/3719/P to be issued by the Council

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 15 March 2010 by the Owner and given reference number 2009/3719/P

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

Signed: **Case Officer**
Date

S106
Officer
Date 10/6/10

Area Manager
Date

DC Manage.
Date 10/6/2010
PP