

DATED

28 June

2013

**(1) FAIRFAX MANSIONS LLP**

-and-

**(2) BANK OF BARODA**

-and-

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

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**DEED OF VARIATION NO.1**

Relating to the Agreement dated 18 April 2012  
Between the Mayor and the Burgesses of the  
London Borough of Camden and  
Fairfax Mansions LLP  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**173a Finchley Road London NW3 6JY**

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

Tel: 020 7974 5680  
Fax: 020 7974 2962

CLS/COM/PT/1685.1989  
DOV Final



THIS AGREEMENT is made on the 28 day of June 2013

**BETWEEN**

1. **FAIRFAX MANSIONS LLP** (Co. Regn. No. 0C336093) whose registered office is at Shah Dodhia & Co Accountants, 173 Cleveland Street, London W1T 6QR (hereinafter called "the Owner") of first part
2. **BANK OF BARODA** (incorporated in India) of Aldgate East Branch 128 Commercial Road London E1 1NL (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 the Owner entered into an Agreement dated 18 April 2012 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 Leasehold proprietor with Title Absolute under title number NGL525498 subject to a charge to the Mortgagee.
- 1.3 The Owner is the Leasehold 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 to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 14 March 2013 for which the Council resolved to grant permission conditionally under reference 2013/0966/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 NGL525498 and dated 02 January 2013 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 Deed of Variation

2.3.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 18 April 2012 made between the Council and Fairfax Mansions LLP

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 18 April 2012 referenced 2011/6368/P permitting the erection of extension at rear first floor level and change of use of first to third floor from offices (Class B1) to 2 x self contained residential flats (1 x 1-bed and 1 x 2-bed) (Class 3) as shown on drawing numbers Site location Plan; Drawing No(s) (Prefix PR8) -03; 01; 04 & SK01

- 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" the erection of extension at rear first floor level and change of use of first to third floor from offices (Class B1) to 2 x self contained residential flats (1 x 1-bed and 1 x 2-bed) (Class 3) as shown on drawing numbers Site location Plan; Drawing No(s) (Prefix PR8) -03; 01; 04 & SK01 to variation to increase in the link extension to the rear elevation at first floor level as shown on drawing numbers Site Location Plan; Drawing No(s) PR8-01; PR8-03; PLB8-101 REV A and PLB8-103 REV A and email from Boyer Planning dated 05/04/2012

3.1.2 "Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 14 April 2013 for which a resolution to grant permission has been passed conditionally under reference number 2013/0966/P subject to conclusion of this Agreement

- 3.1.3 "Planning Permission" the planning permission under reference number 2013/0933/P to be issued by the Council in the form of the draft annexed hereto
- 3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "planning reference 2011/6368/P" shall be replaced with "planning reference 2013/0966/P".
- 3.3 In all other respects the Existing Agreement (as varied by this Agreement) shall continue in full force and effect.

#### **4. COMMENCEMENT**

- 4.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in this Agreement shall take effect on the Implementation of the Planning Permission referenced 2013/0966/P.

#### **5. PAYMENT OF THE COUNCIL'S LEGAL COSTS**

- 5.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement

#### **6. REGISTRATION AS LOCAL LAND CHARGE**

- 6.1 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY  
FAIRFAX MANSIONS LLP  
acting by its members

)  
) A.M. Patel  
)

For and on behalf of  
Fairfax Mansions LLP.

.....A.M. PATEL.....  
Member

.....  
Member



EXECUTED AS A DEED BY  
BANK OF BARODA  
By  
in the presence of:-

)  
)  
)  
)

.....Rajneesh Sharma, Deputy Chief Executive (L).....

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

)  
)  
)  
)

.....[Signature].....  
Authorised Signatory







# 173A FINCHLEY ROAD LONDON NW3 6LB



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Boyer Planning  
83 Blackfriars Road  
London  
SE1 8HAApplication Ref: **2013/0966/P**  
Please ask for: **Seonaid Carr**  
Telephone: 020 7974 2766

02 May 2013

Dear Sir/Madam

**DRAFT**  
**DECISION**Town and Country Planning Act 1990 (as amended)  
Town and Country Planning (Development Management Procedure) Order 2010  
Town and Country Planning (Applications) Regulations 1988**Variation or Removal of Condition(s) Granted subject to a Section 106 Legal Agreement and Warning of Enforcement Action**Address:  
**173A Finchley Road**  
**London**  
**NW3 6JY****DECISION**

## Proposal:

Variation to condition 3 (development built in accordance with approved plans) of planning permission granted 18/04/2012 (ref: 2011/6368/P) for the erection of extension at rear first floor level and change of use of first to third floor from offices to two self contained residential flats, namely to increase in the link extension to the rear elevation at first floor level.

Drawing Nos: Site Location Plan, PR8-01, PR8-03, PLB8-101 Rev A, PLB8-103 Rev A and email from Boyer Planning dated 05/04/2012

The Council has considered your application and decided to grant permission subject to the following condition(s):

## Conditions and Reasons:

- 1 Condition 3 of the planning permission granted on 18/04/2012 under reference number 2011/6368/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- Site Location Plan, PR8-01, PR8-03, PLB8-101 Rev A, PLB8-103 Rev A and email from Boyer Planning dated 05/04/2012.

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

#### Informative(s):

- 1 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, conditions (and obligations where applicable) as attached to the previous planning 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).
- 2 Reasons for granting permission.

The proposed variation of condition 3 would not materially deviate from the reasons stated for the approval of the parent permission (ref 2010/6368/P) granted on 18/04/2010. Furthermore the minor changes sought would be in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS1 - Distribution of growth, CS3 - Other Highly Accessible Areas, CS5 - Managing the impact of growth and development, CS6 - Providing Quality Homes, CS 7 - Promoting Camden's centres and shops, CS8 - Promoting a successful and inclusive Camden economy, CS11 - Promoting sustainable and efficient travel, CS13 - Tackling climate change through promoting higher environmental standards, CS14 - Promoting high quality places and conserving our heritage, CS17 - Making Camden a Safer Place, CS18 - Dealing with Our Waste and Encouraging Recycling, CS19 - Delivering and Monitoring the Core Strategy; and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 - Making Use of Camden's Capacity for Housing, DP5 - Homes of Different Sizes, DP6 - Lifetime Homes and Wheelchair Homes, DP12 - Supporting strong centres and managing the impact of non retail town centre uses, DP13 - Employment sites and premises, DP17 - Walking, cycling and public transport, DP18 - Parking Standards and Limiting the Availability of Car Parking, DP19 - Managing the impact of parking, DP22 - Promoting sustainable design and construction, DP23 - Water, DP24 - Securing high quality design. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer report for planning permission 2011/6368/P.

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.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

**ENFORCEMENT ACTION TO BE TAKEN**

The Council has authorised the Planning Department to instruct the Borough Solicitor to issue an Enforcement Notice alleging breach of planning control

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

**DRAFT**

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

**DECISION**





DATED

28 June

2013

**(1) FAIRFAX MANSIONS LLP**

-and-

**(2) BANK OF BARODA**

-and-

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

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