

DATED

26th January

2012

(1) CHRISTOPHER SAVVA

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 11 May 2011
Between (1) Christopher Savva and (2)
the Mayor and the Burgesses of the
London Borough of Camden

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
36 Mazenod Avenue London NW6 4LR

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

G:\case files\culture & env\planning\William Bartlett /36 Mazenod Avenue /Deed of Variation
CLS/COM/WB/1685.



THIS AGREEMENT is made on the 26th day of January 2012

BETWEEN

1. **CHRISTOPHER SAVVA** of 40A Hampstead High Street London NW3 1QE (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

WHEREAS:

- 1.1 The Owner and the Council entered into an Agreement dated 11 May 2011 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Owner is registered at HM Land Registry as the freehold proprietor with Title Absolute under title number LN216319.
- 1.3 The Council is the local planning authority for the purposes of the Act.
- 1.4 The Owner is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.5 The Owner has requested that the Existing Agreement be amended to reflect a change to the car free housing units within the Development.
- 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.

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 references 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.
- a. "Agreement" this Deed of Variation
- b. "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 11 May 2011 between the Owner and the Council
- 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 Clause 2.5 in the Existing Agreement shall be deleted and replaced with following new clause 2.5:

“the Nominated Units” the one bedroom residential unit at ground floor level and the one bedroom unit at first floor level as show edged in thick black line on the drawing attached to this Agreement and marked Plan 3

3.2 The attached Plan 3 is to be annexed to the Existing Agreement.

4. PAYMENT OF THE COUNCIL’S LEGAL COSTS

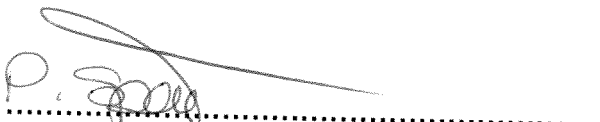
4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

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 the First Mortgagee and the Second have executed this instrument as their Deed the day and year first before written

**EXECUTED AS A DEED BY
CHRISTOPHER SAVVA
in the presence of:**



Witness Signature

Witness Name: P SPEIGHT

Address: 40a Hampstead High Street
London NW3 1QE

Occupation: office manager

THE COMMON SEAL OF THE MAYOR)

AND BURGESSES OF THE LONDON)
BOROUGH OF CAMDEN was hereunto)

Affixed by Order:-)



[Handwritten signature]
.....
Authorised Signatory



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NOTES

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PLANT & EQUIPMENT SCHEDULE

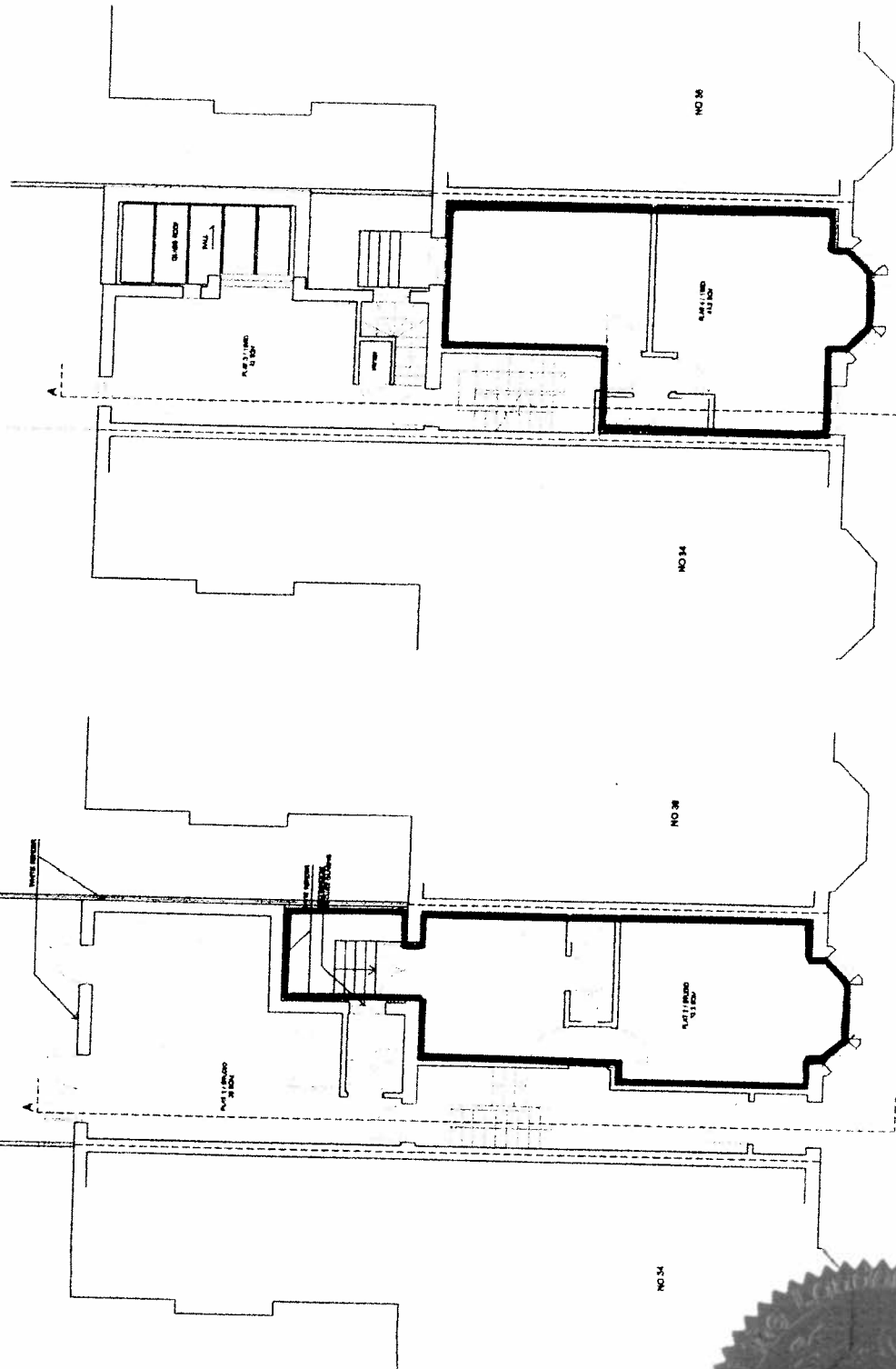
NO.	DESCRIPTION	QUANTITY	UNIT
1	PLANT & EQUIPMENT		

318 MAZEHOD AVENUE
LONDON, NW4 4LR

smith jam architects ltd
1-11 Cavendish Street London NW4 4LR
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PROPOSED
GROUND - FIRST FLOOR

NO.	DATE	BY	CHK
1	10/10/10	SM	SM
2	10/10/10	SM	SM
3	10/10/10	SM	SM
4	10/10/10	SM	SM
5	10/10/10	SM	SM
6	10/10/10	SM	SM
7	10/10/10	SM	SM
8	10/10/10	SM	SM
9	10/10/10	SM	SM
10	10/10/10	SM	SM



FIRST FLOOR

GROUND FLOOR





