

DATED

3 December

2009

**(1) BEN JOSEPH**

**and**

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

---

**DEED OF VARIATION**

Relating to the Agreement dated 31 October 2008  
Between the Mayor and the Burgesses of the  
London Borough of Camden,  
and Ben Joseph  
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  
44-46 Belsize Lane, London NW3 5AR

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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/1685.289

THIS AGREEMENT is made on the 3rd day of December 2009

**BETWEEN**

1. **BEN JOSEPH** of 13A Branscombe Garden, London N21 3DP (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 fifth part

**WHEREAS:**

- 1.1 The Council and Ben Joseph entered into an Agreement dated 31 October 2008 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number NGL332169.
- 1.2 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.
- 1.3 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 21 May 2009 for which the Council resolved to grant permission conditionally under reference 2009/2118/P subject to the conclusion of this Agreement.
- 1.4 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.
- 1.5 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 31 October 2008 made between the Council and Ben Joseph

**2.3.3 "the Original Planning Permission"** means the planning permission granted by the Council on 31 October 2008 referenced 2008/3597/P allowing the scheme for the erection of roof extension with front roof terrace, part single-storey basement extension with rooflight and part two-storey basement/ground floor level extension to infill rear yard, enlargement of existing rear projecting wing at basement to fourth floor level, alterations to shopfront including new entrance doors and canopy, installation of windows at ground to third floor on Belsize Place and installation of pavement lights onto Belsize Lane and Belsize Place all in connection with change of use from basement and ground floor retail (Class A1) and residential (Class C3) on the upper floors to

retail (Class A1) at basement and ground floor and 3 x studios, 1 x 2-bedroom and 1 x 3-bedroom residential units at ground to fourth floor level as shown on drawings EC102A; EC103B; EC201B; EC301C; EC302A; A100D; A101B; A102C; A201C; A301D; A302D; sustainability statement by SLLB Architects dated July 2008

- 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 31/10/08 subject to a legal agreement (2008/3597/P) for erection of roof extension with front roof terrace, part single-storey basement extension with rooflight and part two-storey basement/ground floor level extension to infill rear yard, enlargement of existing rear projecting wing at basement to fourth floor level, alterations to shopfront including new entrance

doors and canopy, installation of windows at ground to third floor on Belsize Place and installation of pavement lights onto Belsize Lane and Belsize Place all in connection with change of use from basement and ground floor retail (Class A1) and residential (Class C3) on the upper floors to retail (Class A1) at basement and ground floor and 3 x studios, 1 x 2-bedroom and 1 x 3-bedroom residential units at ground to fourth floor level namely, enlargement of roof extension, omission of enlargement of rear projecting wing, alterations to ground floor entrance doors onto Belsize Place, replacement of window with door at rear first floor level and reconfiguration of the internal layout to retail (Class A1) basement and (part) ground and 2 x 2 bedroom flats and 1 x 3 bedroom maisonette on (part) ground to fourth floor level as shown on drawings numbered A.100E; A.101G; A.102H; A.201H; A.301I; A.302J; EC.102B; EC.103C; EC.201C; EC.301D; and EC.302C

**3.1.2 "the Nominated Units"**

the 2 x two bedroom units at first and second floor levels forming part of the development and outlines in red on the attached Plan 2 and Plan 3.

**3.1.3 "Planning Permission"**

the planning permission granted under reference number 2009/2118/P to be issued by the Council substantially in the draft form annexed hereto

**3.1.4 "Planning Application"**

the application for Planning Permission in respect of the Property validated on 21 May 2009 by the Owner and given reference number 2009/2118/P

3.2 Plans 2 and 3 annexed to the Existing Agreement shall be replaced with Plan 2 and Plan 3 annexed to this Agreement.

3.3 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, First Mortgagee, Freeholder and Second Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written


**EXECUTED AS A DEED BY  
BEN JOSEPH  
in the presence of:**

.....  
Witness Signature

Witness Name:

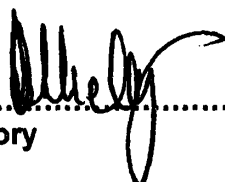
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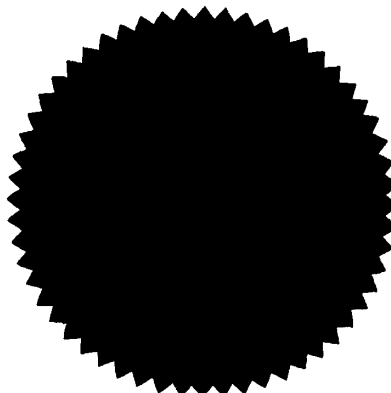
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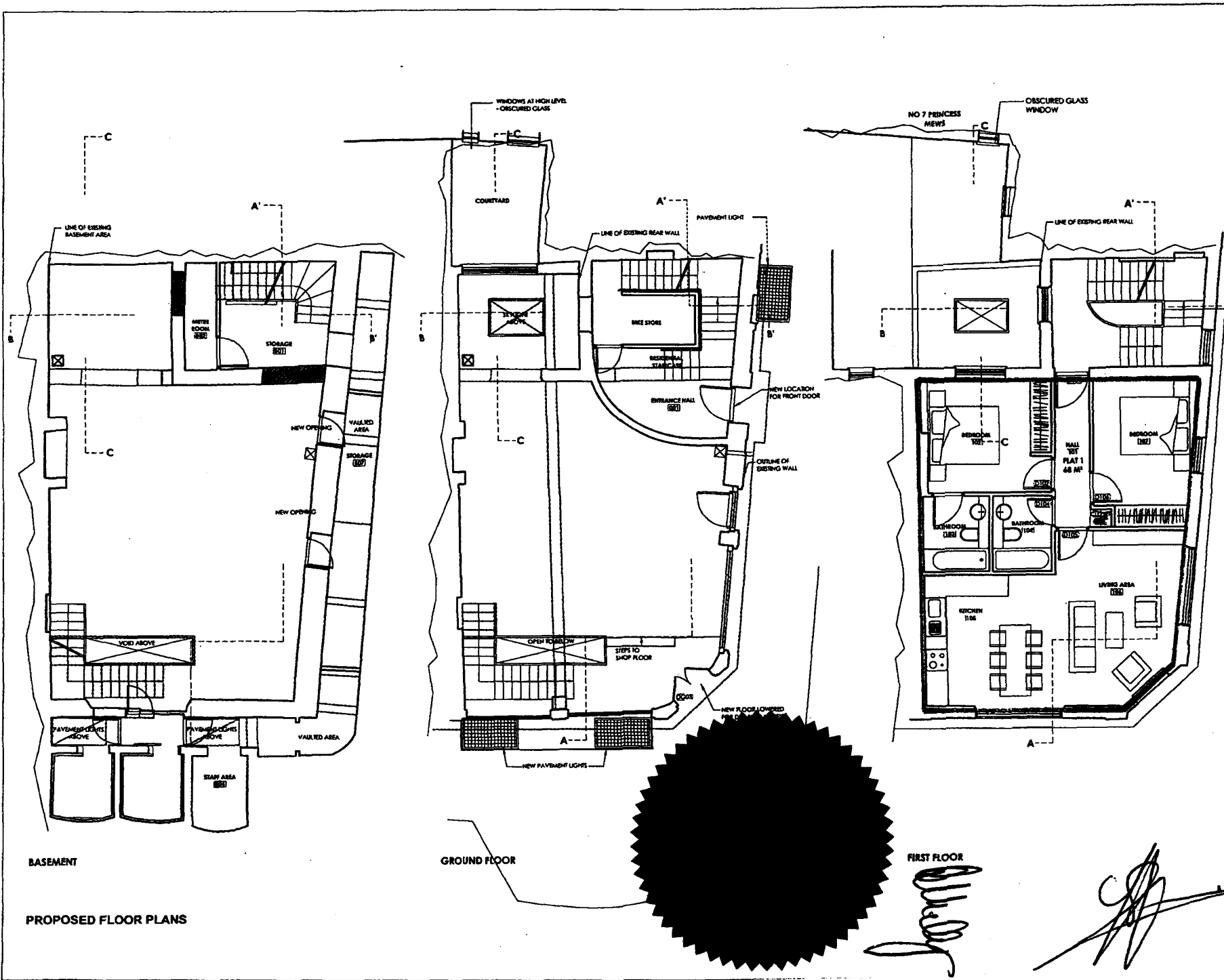
)  
)  
)  
)  
  
Daniel Smith  
4-8 Confield Gardens NW6 3JS  
Architect

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

.....  
Authorised Signatory







- NOTES**
1. All dimensions to be verified on site and any discrepancies to be brought to the Architect's attention immediately.
  2. All structural work is to be carried out in accordance with the consultant structural engineer's drawings and specifications.
  3. All mechanical and electrical work is to be carried out in accordance with the consultant mechanical and electrical engineer's drawings and specifications.

**REVISIONS**

NO.	REVISION	DATE	BY
B	NEW SCHEME - STAIRCASE RELOCATED; PLATS, RETAIL REDESIGNED	29/02	A1
C	GENERAL AMENDMENTS TO SERVICES & SECTION TO THE BACK OF STAIR AREA NO LONGER EXCAVATED, FRONT DOOR AMENDMENTS TO SHOPFRONT & RESIDENTIAL ENTRANCE LOCATION	23/04	JA
D	GROUND FLOOR MISC STORE ADDED, COMMERCIAL STAIRS ON BASEMENT & GRD LOCATED TO FRONT AFTER COMMENTS FROM BUILDING CORPUS	27/10	CT
E	SERVICE EXTRACT DUCT TO REAR TAKEN OUT	19/01	CT
F	OUTDOOR UNITS FOR HEATING & COOLING OMITTED	20/06	CT
G		01/10	CT



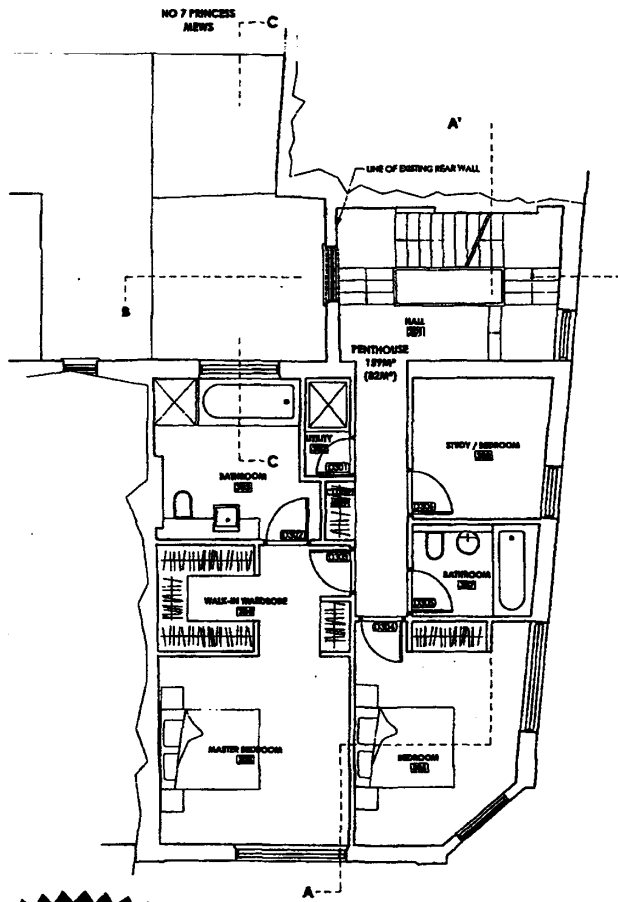
**smith lence larcade & bechtel**  
Architects Ltd  
4 - 8 Canfield Gardens London NW6 3BS  
Tel: 020 7372 3888 Fax: 020 7372 6333

44-46 BELSIZE LANE  
LONDON NW3 5AR

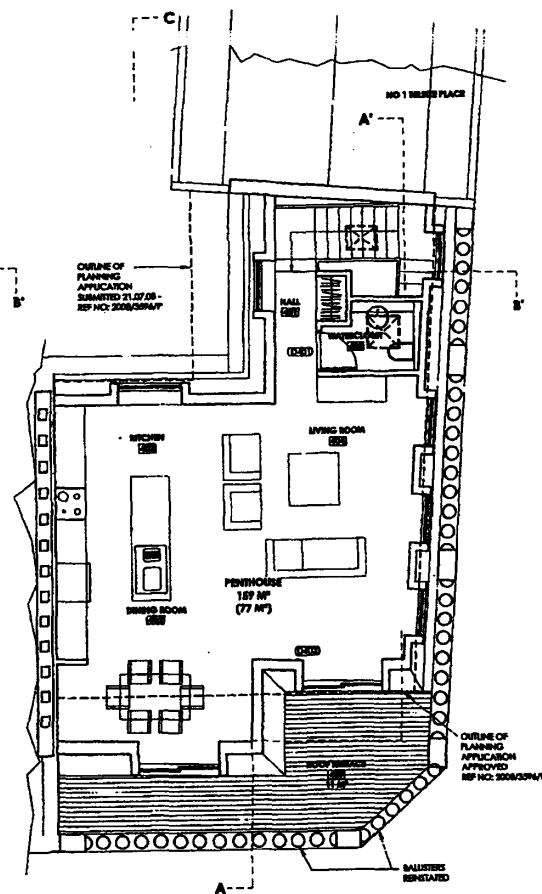
BASEMENT, GRD & 1ST FLOOR PLANS  
AS PROPOSED

DATE	1:50@ A1	CT
DATE	FEBRUARY 2008	PROJ
DATE	10128	A.101
DATE	PLANNING	

Plan 1



## PROPOSED FLOOR PLANS



**FOURTH FLOOR**

REVISED		DATE	BY
A	DETAILS OF NEIGHBOURING PROPERTY AT 7 FINDERNS MEWS AND 400 TERRACE TAKEN OUT	10/03	CT
B	ADJUSTING TO SURVEY INFORMATION, DESIGN CHANGE TO 4TH FLOOR	03/05	AT
C	NEW SCHEME - SEAMLESS BEHOLDERS, PLANT, RETAIL REDESIGN	29/06	AT
D	CONNECTIONS TO 4TH FLOOR LIFT	18/09	CT
E	GENERAL AMENDMENTS TO SERVICES AND 6TH FLOOR LAYOUT	22/09	AT
F	GENERAL AMENDMENTS 6TH FLOOR LAYOUT	23/10	CT
G	GENERAL AMENDMENTS 6TH FLOOR SERVICE EXTRACT DUCT TO REAR TAKEN OUT	19/01	AT
H	SERVICE EXTRACT DUCT TO REAR TAKEN OUT	30/02	CT



**smith lance arcade & bechtel**  
Architects Ltd London  
4 - 5 Canfield Gardens London NW6 2DB  
Tel: 020 2372 2000 Fax: 020 2372 8333

44-48 BELSIZE LANE  
LONDON NW3 5AF

2ND, 3RD & 4TH FLOOR PLANS  
AS PROPOSED

TIME	1:50 @ A1	DATE	C7SL	
DATE	FEBRUARY 2000		CAGE NO	
LOT NO	10120	QTY	A102	H
ITEM	PL 3300M2			

2/25



DATED

3 December

2009

**(1) BEN JOSEPH**

**and**

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

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**DEED OF VARIATION**

Relating to the Agreement dated 31 October 2008  
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