

DATED

22 June

2015

**(1) CEDEK PROPERTIES LIMITED**

-and-

**(2) FARHAD LAKANI**

-and-

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

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**DEED OF VARIATION**

Relating to the Agreement dated 25 July 2012  
Between the Mayor and the Burgesses of the  
London Borough of Camden Farhad Lakani and Cedek Properties Limited  
under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as  
**Land and garages to the rear of 46 Fitzjohn's Avenue NW3 5LU**

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

Tel: 020 7974 1918  
Fax: 020 7974 2962

CLS/COM/ESA/1781.179  
FINAL



THIS DEED is made on the 22nd day of June 2015

**BETWEEN**

1. **CEDEK PROPERTIES LIMITED** (Co. Reg. No. 02189445) whose registered office is at Hathaway House Popes Drive Finchley London N3 1QF (hereinafter called "the Freeholder") of the first part
2. **FARHAD LAKANI** of 17 Commercial Way, Park Royal, London NW10 7XF (hereinafter called "the Leaseholder") 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, Farhad Lakani and Cedek Properties Limited entered into an Agreement dated 25 July 2012 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Freeholder is registered at the Land Registry as the freehold proprietor with Title Absolute under title number 165570.
- 1.3 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Leaseholder is registered at the Land Registry as the leasehold proprietor with Title absolute of the property under title number NGL890695.
- 1.5 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106(9) of the Act.
- 1.6 The Freeholder and the Leaseholder shall hereinafter be jointly referred to as "the Owner".

- 1.7 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 Deed.
- 1.8 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 December 2014 for which the Council resolved to grant permission conditionally under reference 2014/7005/P subject to the conclusion of this Deed.
- 1.9 This Deed of Variation is made by virtue of the Town and Country Planning Act 1990 Section 106A (as amended) and is a planning obligation for the purposes of that section.
- 1.10 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 Deed 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 Deed.
- 2.2 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.
- 2.3 Where in this Deed 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.
- 2.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Agreement and shall not effect the construction of this Deed.
- 2.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.6 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5 and 6 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Deed shall become binding upon the Owner upon the Implementation Date.

2.7 References in this Deed to the Owner and Mortgagee shall include their successors in title.

2.8 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

2.8.1 "Deed" this Deed of Variation made pursuant to Section 106A of the Act

2.8.2 "Existing Agreement" the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 25 July 2012 made between the Council and Farhad Lakani and Cedeck Properties Limited

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 25 July 2012 referenced 2012/2793/P allowing the alterations during the course of construction to planning permission granted 19/11/08 (ref: 2007/6230/P) for redevelopment of the site by the erection of a part 3 and part 4 storey building with basement to accommodate two new residential units (Use Class C3) comprising one 2-bed unit at basement to second floor levels and one 4-bed unit at basement to third floor levels with roof terraces at second and third floor levels, and 5 garages at ground floor level, following the demolition of existing garages, namely, changing House A garage 1 to an office ancillary to Unit A, replacement of glazed roof of

House A to a green roof, erection of a louvred/brick extension at rear first floor level to accommodate air conditioning and creation of new louvred enclosure at ground floor level (adjacent to east elevation) to accommodate air conditioning and addition of overhead lift on the roof of each house, and alterations to rear façade treatment at rear third floor level. as shown on drawing numbers (prefix 5NT) (Dated January 2007) S101A; S201A; S301A; X101A; Arboricultural Report; Rainwater Storage Specification; Site Layout analysis for Daylight and Sunlight (prefix 5NT) (Dated May 2012) P101A; P102; P103; P201; P202; P203; P204; P301; P302; Noise assessment produced by 'paceconsult' dated 27th February 2012

### **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 development authorised by the Original Planning Permission as amended by the following:

variation of condition 1 (approved plans) of planning permission 2012/2793/P dated 25/07/2012 (alterations during construction of permission 2007/6230/P), namely to create a patio at basement level of House B, install timber enclosures to the front elevation, reduce size of rooflights in front of each property, alterations to the windows, increase height of boundary wall with 3 Nutley Terrace, replace glazed element at 3rd floor with rendered wall and install a rooflight to 3rd floor of House A as

shown on drawing numbers Superseded Plans:  
5NT\_P101, 5NT\_P102, 5NT\_P103, 5NT\_P201,  
5NT\_P202, 5NT\_P203, 5NT\_P204, 5NT\_P301,  
5NT\_P302,

Revised plans: 5NT/FP101, 5NT/FP102,  
5NT/FP103, 5NT/FP201, 5NT/FP202,  
5NT/FP203, 5NT/FP204, 5NT/FP301 and  
5NT/FP302

3.1.2 "Planning Permission" the Original Planning Permission amended by the planning permission granted for the Development under reference number 2014/7005/P granted by the Council in the form of the draft annexed hereto

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property submitted on 30 May 2012 and given reference number 2012/2793/P and further application submitted on 15 December 2014 by the Owner and given reference number 2014/7005/P

3.2 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2012/2793/P" shall be replaced with "Planning Permission reference 2012/2793/P as amended by 2014/7005/P".

3.3 In all other respects the Existing Agreement (as varied by this Deed) 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 Deed shall take effect on the Implementation of the Planning Permission referenced 2014/7005/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 Deed) its reasonable legal costs incurred in preparing this Deed

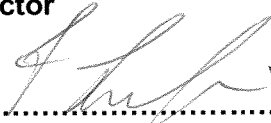
6. **REGISTRATION AS LOCAL LAND CHARGE**

6.1 This Deed shall be registered as a Local Land Charge

**IN WITNESS WHEREOF** the Council and the Owner has caused their respective Common Seals to be affixed and the Mortgagee has caused this Deed to be executed as a Deed the day and year first above written.


THE COMMON SEAL OF )  
EXECUTED AS A DEED BY )  
CEDEK PROPERTIES LIMITED )  
was hereunto affixed )  
in the presence of:- )

  
.....  
Director

  
.....  
Director/Secretary

EXECUTED AS A DEED BY )  
FARHAD LAKANI )  
in the presence of: )



  
.....  
Witness Signature

Witness Name **GEORGE GAVRILUTA**

Address **10 BIRCHEN CLOSE, LONDON, NW9 8SY**

Occupation **DISTRIBUTION MANAGER**



LAND AND GARAGES TO THE REAR OF 46 FITZJOHN'S AVENUE NW3 5LU

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

)  
)  
)  
)

*R. Alexander*

.....  
Duly Authorised Officer





Belsize Architects Ltd  
48 Parkhill Road  
London  
NW3 2YP

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2014/7005/P**

03 June 2015

Dear Sir/Madam

**DRAFT**  
**FOR INFORMATION ONLY - THIS IS NOT A FORMAL DECISION**  
Town and Country Planning Act 1990 (as amended)

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:

**Fitzjohns House**  
**46 Fitzjohns Avenue**  
**London**  
**NW3 5LU**

Proposal:

**DECISION**  
Variation of condition 1 (approved plans) of planning permission 2012/2793/P dated 25/07/2012 (alterations during construction of permission 2007/6230/P), namely to create a patio at basement level of House B, install timber enclosures to the front elevation, reduce size of rooflights in front of each property, alterations to the windows, increase height of boundary wall with 3 Nutley Terrace, replace glazed element at 3rd floor with rendered wall and install a rooflight to 3rd floor of House A.

Drawing Nos: Superseded Plans: 5NT\_P101, 5NT\_P102, 5NT\_P103, 5NT\_P201, 5NT\_P202, 5NT\_P203, 5NT\_P204, 5NT\_P301, 5NT\_P302,

Revised plans: 5NT/FP101, 5NT/FP102, 5NT/FP103, 5NT/FP201, 5NT/FP202, 5NT/FP203, 5NT/FP204, 5NT/FP301 and 5NT/FP302

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 1 For the purposes of this decision, condition no.1 of planning permission 2012/2793/P shall be replaced with the following condition:

#### REPLACEMENT CONDITION 1

The development hereby permitted shall be carried out in accordance with the following approved plans: (prefix 5NT) (Dated January 2007) S101A; S201A; S301A; X101A; Arboricultural Report; Rainwater Storage Specification; Site Layout analysis for Daylight and Sunlight (prefix 5NT) (Dated May 2012) 5NT/FP101, 5NT/FP102, 5NT/FP103, 5NT/FP201, 5NT/FP202, 5NT/FP203, 5NT/FP204, 5NT/FP301 and 5NT/FP302, Noise assessment produced by 'paceconsult' dated 27th February 2012.

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

- 2 For the purposes of this decision, the following condition shall be added to planning permission 2012/2793/P:

#### CONDITION 8

Within 6 months of the date of this decision notice, full details of the soft landscaping to be used within the hereby approved planters which top the electric and gas meters shall be submitted to and approved by the local planning authority in writing. The relevant part of the works shall not be carried out otherwise than in accordance with the details thus approved.

Reason: To ensure that the development achieves a high quality of landscaping which contributes to the visual amenity and character of the area in accordance with the requirements of policy CS14 and CS15 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

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 as attached to the previous planning permission reference 2012/2793/P.

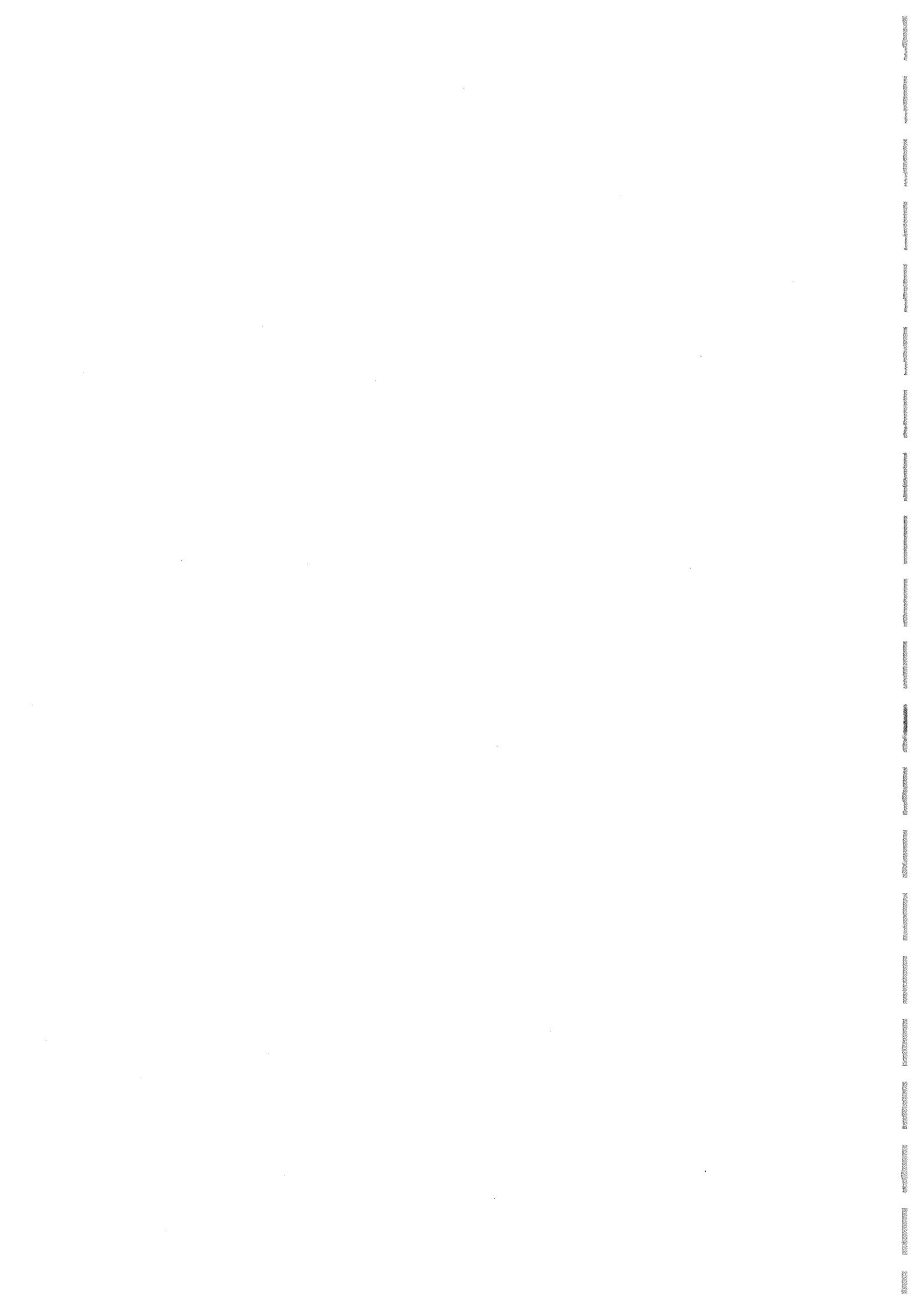
In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**





DATED

22 June

2015

**(1) CEDEK PROPERTIES LIMITED**

-and-

**(2) FARHAD LAKANI**

-and-

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

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