

DATED

16TH OCTOBER

2018

(1) E. SHARON GROUP (MANAGEMENT) LIMITED (THE)

and

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

DEED OF VARIATION

Relating to the Agreement dated 27 November 2015
Between the Mayor and the Burgesses of the
London Borough of Camden,
and E. Sharon Group (Management) Limited (The)
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as

**62A Haverstock Hill & 201 Prince of Wales Road
London
NW3 2BH**

Andrew Maughan
Borough Solicitor
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

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Legal/JL/748.20

16th October

CONFIDENTIAL

CONFIDENTIAL

THIS DEED is made on the 16th day of October 2018

BETWEEN

1. **E. SHARON GROUP (MANAGEMENT) LIMITED (THE)** (registered under company number 00707229) whose registered office is at 58-60 Berners Street, London, W1T 3JS (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 Council and the Owner entered into an Agreement dated 27 November 2015 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) ("the Existing Agreement") in respect of the Original Permission.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute under title number 252115.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 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 Deed.
- 1.5 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.
- 1.6 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 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 References in this Deed to the Owner shall include its successors in title.
- 2.7 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

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|--|---|
| 2.7.1 "Deed" | this Deed of Variation made pursuant to Section 106A of the Act |
| 2.7.2 "Existing Agreement" | the Section 106 Agreement under the Town and Country Planning Act 1990 (as amended) dated 27 November 2015 made between the Council and the Owner |
| 2.7.3 "the Original Planning Permission" | means the planning permission granted by the Council on 27 November 2015 referenced 2015/1381/P allowing the demolition of existing |

buildings and erection of 1-3 storey, plus basement, building comprising 3x flats as shown on drawing numbers Site Location Plan 126_X_10_01 Rev P4; 126_X_10_21 Rev P4; 126_X_22_01 Rev P4; 126_X_23_01 Rev P4; 126_X_24_01 Rev P4; 126_X_32_01 Rev P4; 126_X_33_01 Rev P4; 126_X_34_01 Rev P4; 126_X_36_01 Rev 4; 126_X_41_01 Rev P4; 126_X_41_21 Rev P4; 126_X_42_01 Rev P4; 126_X_42_21 Rev P4; 126_P_10_01 Rev P8; 126_P_21_01 Rev P8; 126_P_22_01 Rev P9; 126_P_23_01 Rev P9; 126_P_24_01 Rev P9; 126_P_25_01 Rev P9; 126_P_31_01 Rev P9; 126_P_32_01 Rev P8; 126_P_33_01 Rev P9; 126_P_34_01 Rev P9; 126_P_35_01 Rev P8; 126_P_41_01 Rev P8; 126_P_41_21 Rev P8; 126_P_42_01 Rev P8; 126_P_42_21 Rev P8; 126_P_43_01 Rev P1; 126_P_44_01 Rev P1; Design and Access Statement by Carmody Groarke dated February 2015; Planning Statement by DP9 dated February 2015; Daylight & Sunlight Report by GIA dated 29th April 2015; Draft Construction Management Plan dated 29th May 2015; Basement Impact Assessment by GEA dated January 2015; Flood Risk Assessment by Evans River and Coastal dated January 2015; Construction Method Statement by Price and Myers dated December 2014

3. VARIATION TO THE EXISTING AGREEMENT

- 3.1 Clause 2.27 of the Existing Agreement shall be deleted
- 3.2 Clause 4.4 of the Existing Agreement shall be deleted and replaced with the following:-

COMMENCEMENT OF THE DEVELOPMENT

No later than thirty six (36) months from the date of this Agreement (or such other date agreed in writing with the Council) to Implement the Development subject always to the provisions of clause 6.9 of this Agreement

- 3.3 Clause 4.5.2 of the Existing Agreement shall be deleted and replaced with the following:

To ensure that the Completion Date of the Development is not later than sixty one (61) months from the date of this Agreement SAVE ONLY THAT if the completion of the Development by such date becomes impossible by reason of circumstances beyond the control of the Owner the date for completion may be such later date as may be agreed in writing by the Council having regard to the circumstances

- 3.4 Clauses 4.6.1 and 4.6.2 shall be deleted and replaced with the following:

4.6.1 On or prior to construction of the Development (including any basement works) to provide the Council for approval the Detailed Basement Construction Plan, such approval not to be unreasonably withheld or delayed

4.6.2 Not to commence nor allow commencement of construction of the Development (including any basement works) until such time as the Council has approved the Detailed Basement Construction Plan as demonstrated by written notice to that effect, such approval not to be unreasonably withheld or delayed.

- 3.5 Schedule 4 of the Existing Agreement shall be deleted and replaced with the following:-

THE FOURTH SCHEDULE

THE PROGRAMME OF WORKS

From the date of this Agreement the Owner shall

- (i) within thirty five (35) calendar months (27 October 2018) to have submitted to the Council:
 - (a) a schedule of dates for providing progress reports to officers of the Council throughout the period from the Implementation Date to the Completion Date such dates to be no less than once every six (6) weeks (unless otherwise agreed by the Council) and to submit the progress reports in accordance with the submitted schedule
 - (b) a revised itemised scheme of works and dates
- (ii) within (thirty six) 36 calendar months (27 November 2018) to have commenced demolition in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement
- (iii) within thirty eight (38) calendar months (27 January 2019) to have commenced construction works in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement
- (iv) within fifty three (53) calendar months (27 April 2020) to have substantially completed all major structural works (e.g. joints/insertion of new floors, rebuilding of rear elevation, structural walls, roof) in accordance with the Planning Permission and this Agreement including any plan approved by the Council pursuant to the provisions of this Agreement
- (v) within fifty nine (59) calendar months (27 October 2020) to have completed all typical "first fix" works e.g. subdivision/studwork partitioning, laying on main services connections.
- (vi) within sixty one (61) calendar months (27 December 2020) to have completed all:
 - (a) typical "second fix" works e.g. plasterwork, installation of electrical services, sanitary ware, floor surfaces; and
 - (b) external and internal finishing and decoration in accordance (where relevant) with the Planning Permission and this Agreement including

any plan approved by the Council pursuant to the provisions of this Agreement.

3.6 It is hereby agreed between the parties that items (i) to (iii) of the Programme of Works included in the Existing Agreement have been satisfied in accordance with the terms of those obligations.

3.7 In all other respects the Existing Agreement (as varied by this Deed) 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 Deed) its reasonable legal costs incurred in preparing this Deed

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Deed 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 has executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY)
E. SHARON GROUP (MANAGEMENT))
LIMITED (THE))
acting by a Director and its Secretary)
or by two Directors)

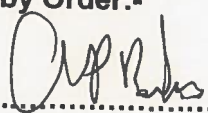
Director Name: (CAPITALS))
Director Signature:)

MARCEL SCHEWEN
.....
Marcel Schewen
.....

Director/Secretary Name (CAPITALS))
Director/Secretary Signature:)

EDITH SCHEWEN
.....
Edith Schewen
.....

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


.....

Authorised Signatory





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