

DATED

2019

(1) ANITA ZABLUDOWICZ

and

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

DEED OF VARIATION

Relating to the Agreement dated 23 January 2017
Between the Mayor and the Burgesses of the
London Borough of Camden and
Tamares Real Estate Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
19 Fitzroy Square London W1T 6EQ

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

Tel: 020 7974 1918
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THIS DEED is made on the

day of

2019

BETWEEN

1. **ANITA ZABLUDOWICZ** [] (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of 5 Pancras Square, London, N1C 4AG (hereinafter called "the Council") of the second part

WHEREAS:

- 1.1 The Council and the Owner entered into an Agreement dated 23 January 2017 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 freehold proprietor with Title Absolute under title number NGL430365.
- 1.3 The Owner is the freehold 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 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 is 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 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 23 January 2017 made between the Council (1) and the Owner (2)

2.8.3 "the Original Planning Permission" means the planning permission granted by the Council on 23 January 2017 referenced

2016/2046/P allowing the change of use from offices (B1A) to single dwellinghouse (C3) with external alterations including replacement roof and access platform, new doorway with access bridge, air conditioning units and air source heat pump.

3. VARIATION TO THE EXISTING AGREEMENT

3.1 The following definitions in the Existing Agreement shall be varied as follows:

3.1.1 In the definition of "Construction Management Plan" to insert the words "(excluding the Roof Works which will be covered by the Roof Construction Plan)"

3.1.2 In the definition of "Sustainability Plan" to remove the reference to "including a post construction review" in the first line.

3.2 The following definitions shall be inserted into the Existing Agreement as follows:

3.2.1 *"Building Works: means the works permitted by the Planning Permission but excluding the Roof Works"*

3.2.2 *"Roof Construction Management Plan: means a plan to be submitted for the Roof Works".*

3.2.3 *Roof Works" means the works to the roof of the Property as authorised by the Planning Permission.*

3.3 The following provisions contained in the Existing Agreement shall be varied as follows:

3.3.1 To delete Paragraph 4.2.1 (ii) in its entirety and replace as follows:
(ii) submit to the Council for approval the Roof Construction Management Plan

3.3.2 To delete paragraph 4.2.2 (ii) in its entirety and replace as follows:
(ii) approved the Roof Construction Management Plan as demonstrated by written notice to that effect.

3.3.3 To delete paragraph 4.2.3 in its entirety and replace as follows:

“The Owner acknowledges and agrees that the Council will not approve the Roof Construction Management Plan unless it demonstrates to the Council’s reasonable satisfaction that the Construction Phase of the Roof Works can be carried out safely with minimal possible impact on and disturbance to the surrounding environment and highway network”.

3.3.4 To delete 4.2.4 in its entirety and replace as follows:

“To ensure that throughout the Construction Phase of the Roof Works shall not be carried out otherwise than in strict accordance with the requirements of the Roof Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development (excluding the Roof Works) at any time when the requirements of the Roof Construction Management Plan are not being complied with and in the event of non-compliance within this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance.”

3.4 To insert a new Paragraph 4.2A

4.2A Construction Management Plan

4.2.1 *On or Prior to the Implementation Date of the Building Works to submit to the Council for approval a draft Construction Management Plan.*

4.2.2 *Not to Implement nor allow the Implementation of the Building Works until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect.*

4.2.3 *The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council’s reasonable satisfaction that the Construction Phase of the Building Works can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment any highway network.*

4.2.4 *To ensure that throughout the Construction Phase of the Building Works shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or*

building out the Building Works at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non-compliance within this sub-clause the Owner shall forthwith take any steps required to remedy such non-compliance”

3.4.1 To delete paragraph 4.3.1 in its entirety and replace it with:

4.3.1 (a) Prior to Implementation of the Building Works to submit to the Council for approval Part (c) of the Sustainability Plan and not to cause or permit Implementation of the Building Works unless and until Part (c) of the Sustainability Plan has been approved by the Council.

(b) Prior to Occupation of the Property to submit to the Council for approval the Parts (a), (b), (d) and (f) of the Sustainability Plan and not to cause or permit Occupation unless and until Parts (a), (b), (d) and (f) of the Sustainability Plan has been approved by the Council; and

3.4.2 To delete clause 4.3.2 in its entirety.

3.4.3 To delete 4.3.3 in its entirety and replace as follows:

4.3.3 Within 6 months of the Occupation date to submit to the Council for approval in writing a satisfactory post completion review, as required by Part (e) of the Sustainability Plan, confirming that the measures in the Sustainability plan have been incorporated into the Property.

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 2016/2046/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 have caused their respective common seals to be hereunto affixed the day and year first before written

EXECUTED AS A DEED BY)

ANITA ZABLUDOWICZ)

In the presence of:)

Witness Name)

Witness Signature)

Witness Address)

Witness Occupation)

THE COMMON SEAL OF THE MAYOR)

AND BURGESSES OF THE LONDON)

BOROUGH OF CAMDEN was hereunto)

Affixed by Order:)

.....

Authorised Signatory