

DATED

13 December

2023

(1) AVON GROUND RENTS LIMITED

-and-

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

DEED OF VARIATION

Relating to the Agreement dated 24 August 2022
Between the Mayor and the Burgesses of the
London Borough of Camden and Avon Ground Rents Limited

under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
BEAUFORT COURT 65 MAYGROVE ROAD LONDON NW6 2DA

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

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CLS/COM/AS/1800.2686

S106 (DoV) FINAL

THIS DEED is made on the 13th day of December 2023

BETWEEN

1. **AVON GROUND RENTS LIMITED** (Co. Regn. No. 07399676) whose registered office is at Avon House, 2 Timberwharf Road, London, England, N16 6DB (hereinafter called "the Owner") of the first 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 second part

WHEREAS:

- 1.1 The Council and Avon Ground Rents Limited entered into an Agreement dated 24 August 2022 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 of the property under Title Numbers LN126797, LN58734, LN122061, NGL922539 and LN206660.
- 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 Owner has requested the Council agree a variation to the Existing Agreement and the Council has agreed so to do as herein provided.
- 1.5 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.
- 1.6 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.

1.7 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 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 and Mortgagee shall include their 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.

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

24 August 2022 made between the Council and Avon Ground Rents Limited

2.8.3 "the Original Planning Permission"

means the planning permission granted by the Council on 24 August 2022 referenced 2021/3504/P allowing the erection of single storey roof extension to provide 16 additional residential dwellings (Class C3), as shown on drawing numbers:- Drawing Numbers: 17412 01, 17412 02, 1244.22.01, 1244.22.011, 1244.22.015, 1244.22.016, 1244.22.020, 1244.22.021, 1244.22.030, 1244.22.031, 1244.22.100, 1244.22.101, 1244.22.104, 1244.22.106, 1244.22.107, 1244.22.150, 1244.22.200, 1244.22.201, 1244.22.300, 1244.22.202, 1244.22.301, 1244.22.035, 1244.22.300, Background Papers and Supporting Documents: GIA Daylight & Sunlight Report 11 March 2021, Icenl cover letter dated 28/06/2021, Simon Levy Associates letter dated 10/03/2021, Brooks Murray Design Statement dated June 2021

3. VARIATION TO THE EXISTING AGREEMENT

3.1 Clause 1.1 contained in the Existing Agreement shall be deleted and replaced with the following:-

1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title Absolute of the property under Title Numbers LN126797, LN58734, LN122061, NGL922539 and LN206660.

3.2 The First Schedule in the Existing Agreement shall be deleted and replaced with the First Schedule attached to this Deed.

3.3 Clause 2.19 of the Existing Agreement shall be deleted and replaced with the following:-

2.19 the "Property" the land known as Beaufort Court 65 Maygrove Road as the same is shown edged with a dotted red line on the plan attached in the First Schedule.

3.4 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 from and including the date of this Deed.

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 has caused its Common Seal to be hereunto affixed and the Owner have executed this instrument as their Deed the day and year first before written

CONTINUATION OF DEED OF VARIATION IN RELATION TO
BEAUFORT COURT 65 MAYGROVE ROAD LONDON NW6 2DA

EXECUTED AS A DEED BY
AVON GROUND RENTS LIMITED)
acting by a Director and Its Secretary)
or by two Directors)

.....
Director

.....
Director/Secretary

or

EXECUTED AS A DEED BY
AVON GROUND RENTS LIMITED
acting by a Director
in the presence of

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:


.....
Beau Shaker

.....
2 Timberwharf Road
London

.....
N16 6DB

.....
Administrator

**CONTINUATION OF DEED OF VARIATION IN RELATION TO
BEAUFORT COURT 65 MAYGROVE ROAD LONDON NW6 2DA**

**THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN**

was hereunto affixed by Order:-



.....
Duly Authorised Officer

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