

DATED

2 APRIL

2015

**(1) POCKET LIVING (2013) LLP**

and

**(2) LLOYDS BANK PLC**

and

**(3) THE GREATER LONDON AUTHORITY**

and

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

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**DEED OF VARIATION**

Relating to the Agreement dated 12<sup>th</sup> May 2014  
between  
the Mayor and the Burgesses of the London Borough of Camden  
and  
Appleby Estates Limited  
and  
Soad Alavli  
and  
Pocket Living (2013) LLP

under section 106 of the Town and  
Country Planning Act 1990 (as amended)  
Relating to development at premises known as

**59-61 Oak Grove  
London  
NW2 3LS**

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

Tel: 020 79745647  
Fax: 020 79741920

CLS/PK/1685.2533 (final)



THIS AGREEMENT is made on the 2<sup>nd</sup> day of April 2015

**BETWEEN**

1. **POCKET LIVING (2013) LLP** (registered under company number OC385056) whose registered office is at First Floor, 14 Floral Street, London, WC2E 9DH (hereinafter called "Owner") of the first part
2. **LLOYDS BANK PLC** (registered under company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (hereinafter called "the First Mortgagee") of the second part
3. **THE GREATER LONDON AUTHORITY** of City Hall, The Queens Walk, London, SE1 2AA (hereinafter called "the Second Mortgagee") of the third part
4. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the fourth part

**WHEREAS:**

- 1.1 The Council and Appleby Estates Limited and Soad Alavli and Pocket Living (2013) LLP entered into an Agreement dated 12<sup>th</sup> May 2014 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 NGL165302, NGL910074 and NGL776451 subject to the registered charges of the First Mortgagee and the Second Mortgagee.
- 1.3 The First Mortgagee is the proprietor of a charge dated 7<sup>th</sup> July 2014 registered against the Property under title numbers NGL165302, NGL910074 and NGL776451 and is willing to enter into this Agreement to give its consent to the same.
- 1.4 The Second Mortgagee is the proprietor of a registered charge dated 15<sup>th</sup> August 2014 against the Property under title numbers NGL165302, NGL910074 and NGL776451 is willing to enter into this Agreement to give its consent to the same.

- 1.5 The Owner is the freehold owner and is interested in the Property for the purposes of Section 106 of the Act.
- 1.6 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.
- 1.7 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.
- 1.8 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 references 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 "this 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 12<sup>th</sup> May 2014 made between the Council and Appleby Estates Limited and Soad Alavli and Pocket Living (2013) LLP

### 2.3.3 "the Original Planning Permission"

the planning permission granted by the Council on 12<sup>th</sup> May 2014 (reference number 2014/1029/P) permitting the erection of a 3 storey building to provide 17 x 1-bed flats (including 13 x intermediate affordable units) with associated amenity space, refuse and cycle storage as shown on drawing numbers Existing drawings: MSL8720-E-RevC-01, MSL8720-E-RevC-02, MSL8720-E-RevC-03, OGC AL02 002 Site Layout Plan; Proposed drawings prefix OGC AL02 : 001 Site Location Plan, 020 Rev.D Ground Floor Plan, 021 Rev.B First Floor Plan, 022 Rev.B Second Floor Plan, 023 Rev.A Roof Plan, 040 Rev.A Elevations, 050 Rev.A Sections, 060 Flat Type A (1B2P), 061 Flat Type M (1B2P), OGC-SK140124-001revA Section/Elevation Study; OGC-SK140312-001 revA (front boundary treatment); OGC-SK140402-001 Landscape plan; Drainage layout & manhole schedule 2/5932 dwg 900 rev T1; Supporting documents: Design & Access Statement by HTA February 2014; Planning Statement by Boyer Planning on behalf of Pocket February 2013; Train Induced Vibration and Assessment Report by Hann Tucker Associates Report 19861/VAR1 dated 27 Jan 2014; Letter from Hann Tucker Associates dated 11th March 2014 regarding vibration noise: Daylight, Sunlight and Overshadowing Assessment; Energy Statement by XCO2 Energy Issue 01 29 Jan 2014; Sustainability Assessment by XCO2 Energy (inc. Code for Sustainable Homes Pre-Assessment) 01 28 Jan 2014; Ecological Appraisal Prepared by ACD Ecology ref POC19032Eco Jan 2014;

Environmental Noise Survey and Noise Impact Assessment Report by Hann Tucker Associates Report 1986/EIA1 dated 27 Jan 2014; SiteCheck Contamination Review Reference SCC\_51691285\_1\_1 dated 17-DEC-2013 by Environmental Risk Management; Outline Soft Landscape Specification and Plant Schedules OGC-AS-9-800 by HTA 06.03.2014

- 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 affect 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 the First Mortgagee and the Second Mortgagee shall include their successors in title.

### 3. **VARIATION TO THE EXISTING AGREEMENT**

3.1 The Existing Agreement shall be varied as follows:

3.1.1 Sub-clause 4.1.3.6 (First Round Sales) of the Existing Agreement shall be substituted for the following sub-clause:

“4.1.3.6 In respect of the First Round Sales the Owner shall not offer to sell or sell an Intermediate Affordable Housing Unit other than at a price which does not exceed the lower of either:

- (i) 80% of the Open Market Value; or
- (ii) a price equivalent to four times any London Plan Upper Limit applicable at the time of the sale.”

3.2 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**

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**

This Agreement shall be registered as a Local Land Charge.

6. **RIGHTS OF THIRD PARTIES**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.


7. **JURISDICTION**

Any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England.

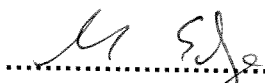
**IN WITNESS WHEREOF** the Council and the Second Mortgagee have caused their respective Common Seals to be affixed and the Owner and the First Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written.

Executed as a Deed by  
POCKET LIVING (2013) LLP  
acting by

Member/Authorised Signatory )

  
.....

Witness Signature )

  
.....

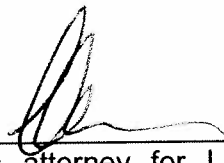
Witness Name )


MELANIE EDGE  
.....

Witness Address )

14 Floral Street  
London, WC2E 9DH  
.....

SIGNED as a deed by  
GABRYEL KOLODZIEJ  
as attorney for  
LLOYDS BANK PLC  
in its capacity as First Mortgagee in the  
presence of:

  
as attorney for Lloyds Bank plc in its  
capacity as First Mortgagee

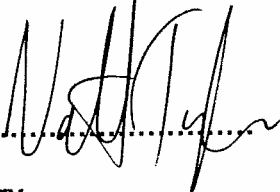
Witness signature: 

Name: SONIA PHILLIPS  
Address: 25 GRESHAM STREET  
LONDON EC2V 7HN  
Occupation: BANK OFFICIAL.

Communications to be delivered to:  
Address: 25 GRESHAM STREET  
LONDON EC2V 7HN  
Fax number: 0207-661-4969  
Attention: GABRYEL KOLODZIEJ

EXECUTED as a DEED by affixing  
the common seal of the  
GREATER LONDON AUTHORITY  
in the presence of




.....  


Authorized Signatory

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



  
.....  
Authorized Signatory





DATED 2 APRIL 2015

**(4) POCKET LIVING (2013) LLP**

and

**(5) LLOYDS BANK PLC**

and

**(6) THE GREATER LONDON AUTHORITY**

and

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

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