

DATED 06 January 2015  
2014

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

and

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

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**DEED OF VARIATION**

Relating to the Agreement dated 10<sup>th</sup> October 2014  
between  
the Mayor and the Burgesses of the London Borough of Camden  
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

**Garages  
Willingham Terrace  
London, NW5**

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

Tel: 020 79745647  
Fax: 020 7974 1920

CLS/PK/1685.2476 (final)



THIS AGREEMENT is made on the 06 day of January

2015  
2014

**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 "the Owner") and
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council")

**WHEREAS:**

- 1.1 The Council (as local planning authority) and Pocket Living (2013) LLP entered into an Agreement dated 10<sup>th</sup> October 2014 pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).
- 1.2 The Council (as landowner) is registered at the Land Registry as the freehold proprietor with title absolute of the Property under title number NGL752711.
- 1.3 The Council (as landowner) has entered into a contract for the sale of the Property to the Owner.
- 1.4 The Council (as landowner) is the freehold owner and is interested in the Property for the purposes of Section 106 of the Act and the Owner has an equitable interest in the Property by way of having entered into a contract to purchase the Property and is interested in the Property for the purposes of Section 106 of the Act.
- 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 Agreement.
- 1.6 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.

1.7 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 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 10<sup>th</sup> October 2014 made between the Council and Pocket Living (2013) LLP

2.3.3 "the Original Planning Permission"                      the planning permission granted by the Council on 10<sup>th</sup> October 2014 (reference number 2013/7338/P) erection of 3 storey building to provide 18 residential units following demolition of existing garages as shown on drawing numbers Site Location Plan (WCC AL02 001); WCC AL02 002; WCC AL02 003; WCC-SK140117-002-P-00; WCC-SK140117-002-P-01; WCC-SK140117-002-P-02; WCC-SK140117-002-P-Roof; WTC-SK140113-001; WCC-SK140117-002-E; WCC AL02 060; WCC AL02 061; Arboricultural Impact Assessment by ACD Arboriculture, dated 4/11/2013 (ref:

POC18917aia); Ecological Appraisal by ACD Ecology, dated October 2013 (ref: POC1891Ph1); Code for Sustainable Homes Pre-Assessment by breglobal, dated October 2013; Energy Statement by metropolis green, dated 30/10/2013; Sustainability Statement by metropolis green, dated 31/10/2013; Construction Management Plan by Pocket Living dated November 2013; Transport Statement by TPP, dated November 2013; Daylight & Sunlight Report by Schroeders Begg Ltd, dated October 2013 (ref: 1018/J); Daylight & Sunlight Supplementary Statement by Schroeders Begg Ltd, dated January 2014 (ref: 1018/B); SCC\_50228470\_1\_1; 2/5930/SI01rev.P2; 2/5930revP2

- 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 Council (as landowner), Owner and 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 4.1.3.5 (First Round Sales) of the Existing Agreement shall be substituted for the following sub-clause:

“4.1.3.5 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

**IN WITNESS WHEREOF** the Council and the Owner has caused their respective Common Seals to be affixed and the Mortgagee has 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** )  
**Witness Address** )

*[Handwritten Signature]*  
.....  
MELANIE EDGE  
.....  
MELANIE EDGE  
.....  
14 FLORAL STREET  
.....  
LONDON  
.....  
WC2E 9DH

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

*[Handwritten Signature]*  
.....  
**Authorised Signatory**





DATED

06 January

2015  
2014

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

and

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

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