

Deed of Covenant

Relating to land known as 102 Camley Street, London N1C
4PF

Dated *20th November* 2015

GIVEN BY:

Regent Renewal Limited

(the Owner)

Taylor Wimpey UK Limited

(Taylor Wimpey)

IN FAVOUR OF:

**The Mayor and Burgesses of
the London Borough of Camden**

(the Council)

Deed of Covenant

Relating to land known as 102 Camley Street, London N1C 4PF ("the Property")

Dated *20th November 2015*

Given by:

- (1) **Regent Renewal Limited** incorporated in Isle of Man of Millennium House, Victoria Road, Douglas, Isle of Man, IM2 4RW whose address for service in the UK is Shaw Corporation, 42 Langham Street, London, W1W 7AT ("the Owner")
- (2) **Taylor Wimpey UK Limited** a company incorporated in England and Wales under company number 01392762 and whose registered office is at Gate House, Turnpike Road, High Wycombe, Buckinghamshire HP12 3NR ("**Taylor Wimpey**")

In favour of:

- (3) **The Mayor and Burgesses of the London Borough of Camden** of the Town Hall, Judd Street, London WC1H 9LP ("the Council")

Recitals

- A The Property is subject to the planning obligations contained in the Existing Agreement dated 30 March 2015 entered in connection with the grant of planning permission with reference number 2014/4381/P.
- B The parties to the Existing Agreement intend to vary its provisions in accordance with the Section 106 Deed of Variation.
- C The Council is the land owner of the Council's Adjacent Land able to enforce the provisions of this Deed.
- D The Owner undertakes to enter into this Deed to bind their Property for the benefit of the Council's Adjacent Land.
- E Taylor Wimpey has entered an agreement for sale of the Property.

This Deed of Covenant witnesses:

1 Definitions

- 1.1 The definitions shall have the following meanings:

Council's Adjacent Land means the remainder of the lands left in HMLR title number NGL747861 of which the Council is the freehold proprietor at the date of the Deed

Deed	this Deed of Covenant
Existing Agreement	means the section 106 agreement dated 30 March 2015 between (1) the Owner; (2) Investec Bank PLC; and (3) the Council (as local planning authority) entered in connection with the grant of planning permission with reference number 2014/4381/P

Section 106 Deed of Variation means a deed entered by the Owner and the Council (as local planning authority) to vary the provisions of the Existing Agreement in the form attached hereto and made pursuant to Section 106A of the Act

1.2 The Definitions in the Existing Agreement apply in this Deed.

2 CONDITIONALITY

2.1 This Deed comes into effect on the date hereof.

2.2 If the Section 106 Deed of Variation is quashed in part or in whole, this Deed shall terminate and cease to have effect.

3 OWNER'S COVENANT

3.1 Subject to the completion of the Section 106 Deed of Variation the Owner covenants so as to bind the Property into whosoever hands the same might come for the benefit of the Council's Adjacent Land that the Development shall not be used in any way that on first Occupation less than 24.9% of the total gross external floor area of the residential accommodation provided on the Property is available for use as Affordable Housing.

3.2 The Owner further agrees and declares that it will not make nor permit the making of an application under section 106BA of the Act relating to the Existing Agreement dated 30 March 2015 entered in connection with the grant of planning permission with reference number 2014/4381/P in relation to this Property.

3.3 Neither the Owner nor its successors in title nor any person deriving title from them shall be bound by the obligations in this Deed in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

3.4 The covenant given by the Owner to the Council in this Deed is given to the Council only in its capacity as owner of the Council's Adjacent Land and not otherwise

3.5 The Owner undertakes with the Council that upon completion of this Deed it shall apply to the Chief Land Registrar to make a note of the restriction herein contained on the Owner's registered title to the Property

4 THIRD PARTIES

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

IN WITNESS whereof the Owner has executed this instrument as their Deed the day and year first before written

THE COMMON SEAL OF)
REGENT RENEWAL LIMITED)
was hereunto affixed)
in the presence of:)
acting by a Director and its Secretary)
or by two Directors)



.....
Director
.....
Director/Secretary
ON BEHALF OF
ASPIRE SECRETARIES LIMITED

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



.....
Authorised Signatory
ROS ALEXANDER

SIGNED as a DEED by TAYLOR WIMPEY UK LIMITED
acting by _____, a director, in the presence of:

.....
Director

Signature
Name CHRISTIAN MOREMAN
Address 41 DRYDEN ROAD
WIMBORNE, SW19 8SQ
Occupation HEAD OF LAND, TAYLOR WIMPEY CENTRAL
LONDON

