

DATED

15TH NOVEMBER.

2010

(1) JEREMIAH JAMES O'FLYNN

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

and

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

DEED OF VARIATION

Relating to the Agreement dated 10 October 2007
Between the Mayor and the Burgesses of the
London Borough of Camden,
and Jeremiah James O'Flynn and
Bank of Cyprus Public Company Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to development at premises known as
Rear of 250 Belsize Road, London NW6 4BT

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

Tel: 020 7974 5826
Fax: 020 7974 2962

1685.759

THIS AGREEMENT is made on the 15th day of NOVEMBER 2010

BETWEEN

1. **JEREMIAH JAMES O'FLYNN** of 250 Belsize Road, London NW6 4BT (hereinafter called "the Owner") of the first part
2. **BANK OF CYPRUS PUBLIC COMPANY LIMITED** of Securities Department, 87-93 Chase Side, London N14 5BU (hereinafter called "the Mortgagee") of the second 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 third part

WHEREAS:

- 1.1 The Council and Jeremiah James O'Flynn and Bank of Cyprus Public Company Limited entered into an Agreement dated 10 October 2007 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 NGL540573 subject to a charge to the Mortgagee.
- 1.3 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.
- 1.4 A new Planning Application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 21 September 2010 for which the Council resolved to grant permission conditionally under reference 2010/5065/P subject to the conclusion of this Agreement.
- 1.5 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.

1.6 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 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 reference 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 "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 October 2007 made between the Council and Jeremiah James O'Flynn and Bank of Cyprus Public Company Limited

2.3.3 "the Original Planning Permission" means the planning permission granted by the Council on 10 October 2007 referenced 2006/5329/P allowing the scheme for the change of use of first floor from offices (Class B1) to residential (Class C3) to provide a 2-bedroom self-contained flat including extension to existing building at first floor and roof level (Kilburn Vale elevation) and installation of 3 rooflights in rear roofslope as shown on drawing numbers: BR.01; BR.02; and BR.03

- 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 effect 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 and Mortgagee shall include their successors in title.

3 VARIATION TO THE EXISTING AGREEMENT

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

3.1.1 "Development" the renewal of planning permission granted on 10/10/2007 (2006/5329/P) (for Change of use of first floor from offices (Class B1) to residential (Class C3), to provide a 2-bedroom self-contained flat, including extension to existing building at first floor and roof level (Kilburn Vale elevation) and installation of 3 rooflights in rear roofslope) as shown on drawing numbers BR.01; BR.02; and BR.03

3.1.2 "Planning Permission" the planning permission granted under reference number 2010/5065/P to be issued by the Council substantially in the draft form annexed hereto

3.1.3 "Planning Application" the application for Planning Permission in respect of the Property validated on 21

September 2010 by the Owner and given
reference number 2010/5065/P

3.2 The following new Clause 4.3 shall be inserted after Clause 4.2 of the Existing Agreement:

“4.3 On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of the residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 4.1 of this Agreement. “

3.3 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


4.1 The Owner agrees to pay the Council (on or prior to completion of this Agreement) its reasonable legal costs incurred in preparing this Agreement.

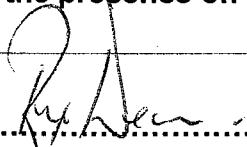
5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Agreement shall be registered as a Local Land Charge.

IN WITNESS WHEREOF the Council has caused its Common Seal to be affixed and the Owner and the Mortgagee have caused this Agreement to be executed as a Deed the day and year first above written

EXECUTED AS A DEED BY
JEREMIAH JAMES O'FLYNN
in the presence of:

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)
)
)
)




Witness Signature

Witness Name:

REX DEAN

Address:

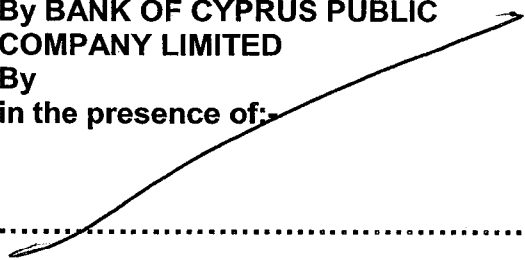
23 CROXLEY ROAD HOUNSLOW

Occupation:

W9 3HH
ARCHITECT

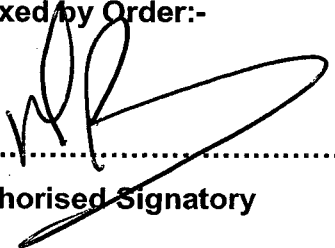
EXECUTED as a Deed
By BANK OF CYPRUS PUBLIC
COMPANY LIMITED
By
in the presence of:

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)
)
)

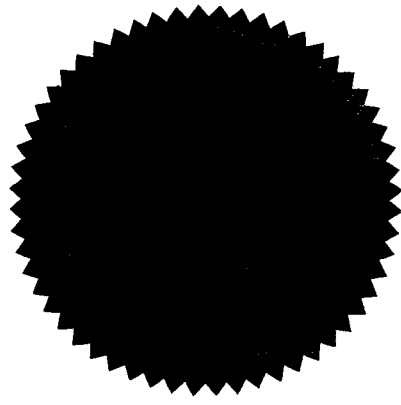


THE COMMON SEAL OF THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF CAMDEN was hereunto
Affixed by Order:-

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)



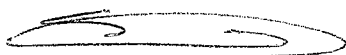
Authorised Signatory



I declare that I have not been informed of the revocation of the Power of Attorney dated 11 February 2010 by which I was appointed attorney of the Lender by virtue of holding one of the offices or posts referred to therein. To the best of my knowledge and belief the Lender has not done anything by which the Power has been revoked. This declaration shall be binding on Bank of Cyprus Public Company Limited notwithstanding any actual revocation.

Signed as a deed by the Bank of Cyprus Public Company Limited acting by its attorney:-

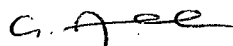
Name:-



George Georgiou

~~*Status: Chief Executive/Assistant Chief Executive Business Banking/Assistant Chief Executive Service/Assistant Chief Executive Corporate Banking/Head of Legal & Compliance/Head of Credit/Credit Risk Manager/Credit Delivery Manager/Credit Delivery Supervisor/Head of Finance~~
in the presence of:-

Name:-



Georina Andreou

Address:-

PO BOX 17484
87 CHASE SIDE, SOUTHGATE,
LONDON N14 5WH
DX 34309 SOUTHGATE

Occupation:-

Bank Officer

* Delete inappropriate alternative status

Rex Dean
23 Croxley Road
LONDON
W9 3HH

Application Ref: **2010/5065/P**
Please ask for: **Rob Willis**
Telephone: 020 7974 **6805**

27 October 2010

Dear Sir/Madam

DRAFT
DECISION

Town and Country Planning Acts 1990 (as amended)
Town and Country Planning (General Development Procedure) Order 1995
Town and Country Planning (Applications) Regulations 1988

Renewal of Full Planning Permission Granted Subject to a Section 106 Legal Agreement

Address:
rear of 250 Belsize Road
London
NW6 4BT

DECISION

Proposal:

Renewal of planning permission granted on 10/10/2007 (2006/5329/P) for (Change of use of first floor from offices (Class B1) to residential (Class C3), to provide a 2-bedroom self-contained flat, including extension to existing building at first floor and roof level (Kilburn Vale elevation) and installation of 3 rooflights in rear roofslope).

Drawing Nos: BR.01; BR.02; BR.03.

The Council has considered your application and decided to grant permission subject to the following condition(s):

Conditions and Reasons:

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 All new external work shall be carried out in materials that resemble, as closely as possible, in colour and texture those of the existing building, unless otherwise specified in the approved application.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies B1, B3 and B7 of the London Borough of Camden Replacement Unitary Development Plan 2006, policy CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 3 Before the works commence, details of the soundproofing to be provided between the new first floor flat and existing ground floor level workshop, shall be submitted to the Council for approval. The insulation shall thereafter be maintained in effective order to the reasonable satisfaction of the Council.

Reason: To safeguard the amenities of the new residential premises in accordance with the requirements of policies SD6, SD7B, SD8 and Appendix 1 of the London Borough of Camden Replacement Unitary Development Plan 2006, policy CS5 of the London Borough of Camden Local Development Framework Core Strategy and policies DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 4 One cycle storage space shall be provided for the use of the new flat. Details of cycle parking facilities for the new unit shall be submitted to and approved by the Council before works commence on site, and these facilities shall be provided prior to the first occupation of the unit, in accordance with those approved details and permanently retained thereafter.

Reason: To ensure cycle facilities are provided in accordance with the requirements of policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006, policy CS11 of the London Borough of Camden Local Development Framework Core Strategy and policy DP17 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The development hereby permitted shall be carried out in accordance with the following approved plans BR.01; BR.02; BR.03.

Reason:

For the avoidance of doubt and in the interest of proper planning.

Informative(s):

- 1 Your attention is drawn to the fact that there is a separate legal agreement with the Council which relates to the development for which this permission is granted.
- 2 Reasons for granting permission. [Delegated]

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies SD1 (Quality of Life), SD6 (Amenity for Occupiers

& Neighbours), SD7 (Light, noise and vibration pollution), SD8 (Disturbance), H1 (New Housing), H8 (Mix of Units), E2 (Loss of business use), B1 (General Design Principles), B3 (Alterations & Extensions), B7 (Conservation Areas), T3 (Pedestrians and Cycling), T4 (Public Transport), T8 (Car Free Housing and Car Capped Housing) and T9 (Impact of Parking); ; the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development), CS6 (Providing quality homes), CS8 (Promoting a successful and inclusive Camden economy), CS11 (Promoting sustainable and efficient travel) and CS14 (Promoting high quality places and conserving our heritage); and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP5 (Homes of different sizes), DP17 (Walking, cycling and public transport), DP18 (Parking standards and limiting the availability of car parking), DP19 (Managing the impact of parking), DP24 (Securing high quality design), DP25 (Conserving Camden's heritage), DP26 (Managing the impact of development on occupiers) and neighbours) and DP28 (Noise and vibration). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 3 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 4 Noise from demolition and construction works is subject to control under the Control of Pollution Act 1974. You must carry out any building works that can be heard at the boundary of the site only between 08.00 and 18.00 hours Monday to Friday and 08.00 to 13.00 on Saturday and not at all on Sundays and Public Holidays. You are advised to consult the Council's Planning and Public Protection Division (Compliance and Enforcement team), Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020-7974-5613 or by email ppp@camden.gov.uk or on the website www.camden.gov.uk/pollution) or seek prior approval under Section 61 of the Act if you anticipate any difficulty in carrying out construction other than within the hours stated above.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

Culture and Environment Directorate
(Duly authorised by the Council to sign this document)

DATED

15TH NOVEMBER

2010

(1) JEREMIAH JAMES O'FLYNN

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

and

**(3) THE MAYOR AND BURGESSES OF
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