

DATED

31 March

2009/10

(1) DOCKLOCK LIMITED

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

and

(3) AHMED HADDAD

and

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

A G R E E M E N T
relating to land known as
186 CAMDEN HIGH STREET
LONDON NW1 8QP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

THIS AGREEMENT is made the 31st day of March. 2009~~10~~

B E T W E E N:

1. **DOCKLOCK LIMITED** (Co. Regn. No. 02017727) of Chelco House, 39 Camberwell Church Street, London SE5 ATA (hereinafter called "the Freeholder") of the first part
2. **BANK OF CYPRUS PUBLIC COMPANY LIMITED** of (incorporated in Cyprus) of 27-31 Charlotte Street, London W1P 2HJ (hereinafter called "Mortgagee") of the second part
3. **AHMED HADDAD** of 186 Camden High Street, London NW1 8QP (hereinafter called "the Owner") 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 Freeholder is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number 66362 subject to a charge to the Mortgagee and the Lessee holds a lease to the Property subject to a lease held by the Owner.
- 1.2 The Owner is the leasehold Owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 A Planning Application for the development of the Property was submitted to the Council and validated on 14 October 2008 and the Council resolved to grant permission conditionally under reference number 2008/1484/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act for the area in which the Property is situated 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.

1.5 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.6 The Freeholder is willing to enter into this Agreement and to give its consent to the same.

1.7 The Mortgagee as Mortgagee under a legal charge contained in a Debenture registered under Title Number 66362 and dated 15 September 1995 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|---------------------------|--|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Development" | the change of use of part of the first floor from retail (Class A1) to a mini cab office (Class B1) and alterations to the shopfront to provide an independent access from the street to the first floor as shown on drawing numbers Site Location Plan x2; 01; 02; 03; 04; 05; 06 |
| 2.4 | "the Implementation Date" | the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references |

to "Implementation" and "Implement" shall be construed accordingly

2.5 "the Management Plan"

a plan setting out measures to by which the Property will be managed subsequent to the completion of the Development in the form of Schedule One annexed and amended with the approval of the Council from time to time

2.6 "Occupation Date"

the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.7 "the Parties"

mean the Council the Freeholder the Owner and the Mortgagee

2.8 "the Planning Application"

a planning application in respect of the development of the Property submitted to the Council and validated on 14 October 2008 for which a resolution to grant permission has been passed conditionally under reference number 2008/1484/P subject to conclusion of this Agreement

2.9 "Planning Obligations Monitoring Officer"

a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof

2.10 "the Planning Permission"

a planning permission granted for the Development substantially in the draft form annexed hereto

2.11 "the Property"

the land known as 186 Camden High Street,
London NW1 8QP the same as shown edged in
red on the plan annexed hereto

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.
- 3.3 Any reference to a specific statute or statutes include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 7 and 8 hereof all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

- 4.3 Not to Occupy or permit Occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Management Plan and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Management Plan.

5. NOTICE TO THE COUNCIL/OTHER MATTERS

- 5.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken or is about to take place.
- 5.2 Within seven days following completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2008/1484/P the date upon which the Development is ready for Occupation.
- 5.3 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement and further shall jointly and severally indemnify the Council for any expenses or liability arising to the Council in respect of breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Camden, Planning Obligations Officer, Urban Design and Renewal, Planning and Public Protection, Culture and Environment Directorate, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2008/1484/P and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Environment Department.
- 6.2 This Agreement shall be registered as a Local Land Charge.
- 6.3 The Owner agrees to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement on or prior to the date of completion of the Agreement.
- 6.4 The Owner hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.
- 6.5 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 6.6 Neither the Owner the Freeholder nor the Mortgagee nor their successors in title nor any person deriving title from them shall be bound by the obligations in this

Agreement 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.

6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.

6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner) this Agreement shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

7. MORTGAGEE EXEMPTION

7.1 The Mortgagee hereby consents to the completion of this Agreement and agrees to be bound by it and to the same being registered at the Land Registry as provided in Clause 6.4 hereof and for the avoidance of doubt agrees to be bound by the said obligations only in the event that it becomes a mortgagee in possession of the Property.

8. RIGHTS OF THIRD PARTIES

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

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

EXECUTED AS A DEED BY
DOCKLOCK LIMITED
acting by a Director and its Secretary
or by two Directors

)
)
)
)

.....
Director


.....
Director/Secretary

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

)
)
)
)
)

A Haddad

EXECUTED AS A DEED BY
AHMED HADDAD
in the presence of:

)
)
)

.....
Witness Signature

Witness Name: *Roukhatib HALIM*

Address: *10 Rowan Close,
HAO-2 PP.*

Occupation: *SAL. Assistant.*

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:-



Roulla Antoniou

~~*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:-



Address:-

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

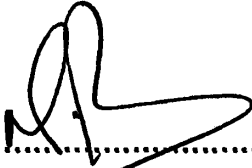
Occupation:-

Bank Officer

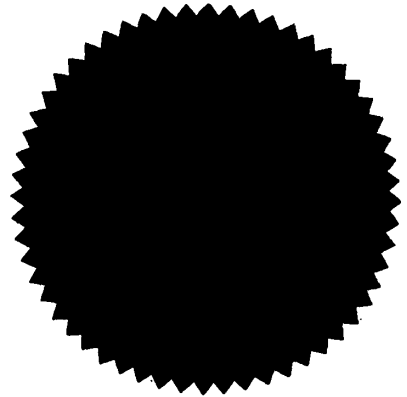
* Delete inappropriate alternative status

(Continuation of Section 106 Agreement, 186 Camden High Street, London NW1 8QP)

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

A handwritten signature in black ink, consisting of a stylized 'M' followed by a long horizontal stroke and a loop.

.....
Authorised Signatory



SCHEDULE
(The Management Plan)

The management plan for the proposal of mini cab office,

At 186 Camden High Street, London, NW1 8QP

.....

1.1 The business (B1 office use) will be conducted from First Floor 186 Camden high Street London, strictly as a central point for the running of a mini cab business and only confined to being controlled remotely by communication through mobile on a point to point hire basis. Advertising of the minicab operation will not be permitted either on the outside or the inside of the building at 186 Camden High Street.

1.2 Customers are required to phone the office to request a minicab. The drivers will be instructed by the office about the pick up location and destination remotely through mobile phone. Communication between the office, customers and drivers will be only by mobile / telephone not by the radio.

1.3 No more than 10 drivers will be hired by the minicab operation at any one time. The drivers will be employed directly by the office, and will not be subcontracted. It is anticipated that there will be 5-10 trips per person per day so on average there will be approximately 100 trips per day.

1.4 Cars will not be permitted to park in front mini cab office, drivers will not be permitted to stop/park within a 200m radius of the office at 186 Camden High Street.

1.5 Passengers will not be picked up from the office, wait in the shop or outside the office. The office will be used only as a call centre.

1.6 The office will employ one staff employee/operator at any one shift and the normal working hours will be 24hours. Only one staff employee will be permitted to operate the office outside the hours of 18.30 – 06.30.

1.7 Whilst working their shifts, drivers will not be allowed to use toilets at the premises at any time

1.8 A residents' liaison will be appointed who can deal with any objections/complaints from local residents and businesses will be dealt with by a nominated liaison for the Mini-cab office. This person will be Mr: Ahmed Hadad"Contact number.TEL: 020 7424 9137, MOB: 0798 466 9235.

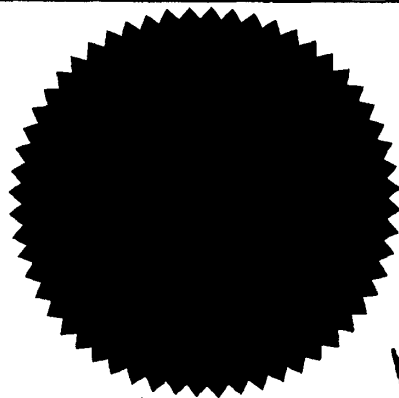
1.9 Drivers' time sheets will be submitted electronically via email as drivers will not be permitted to return to the office for this. Drivers will not be paid by any means that requires collection from the office. Payslips will be mailed to the drivers' home addresses.

1.10 The agreed contents of this Management Plan must be complied with

unless otherwise agreed with the Council. The building occupiers shall work with the Council to review the Management Plan from time to time when necessary. Any future revised plan must be approved by the Council and complied with thereafter

Handwritten signatures and initials:
A large stylized signature, possibly "Ahmed", is written over the text of clause 1.9.
To the right of the signature, the letters "CC" are handwritten.

186 Camden High Street, London NW1 8QP



12 11/1/98

cc.

H. Solaimani
12 Stanhope Mews West
London
SW7 5RB

Application Ref: **2008/1484/P**

19 March 2009

Dear Sir/Madam

DRAFT

FOR INFORMATION ONLY - **NOT A FORMAL DECISION**
Town and Country Planning Acts 1990 (as amended)

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
186 Camden High Street
London
NW1 8QP

Proposal:

CChange of use of part of the first floor from retail (Class A1) to a lab office (Class B1) and alterations to the shop front to provide a new entrance to the street to the first floor.

DECISION

Drawing Nos: Site Location Plan x2; 01; 02; 03; 04; 05; 06; Photosheet x2

The Council has considered your application and decided to grant permission subject to the conditions and informatives (if applicable) listed below **AND** subject to the successful conclusion of a Section 106 Legal Agreement.

The matter has been referred to the Council's Legal Department and you will be contacted shortly. If you wish to discuss the matter please contact **Aidan Brookes** in the Legal Department on **020 7 974 1947**.

Once the Legal Agreement has been concluded, the formal decision letter will be sent to you.

Condition(s) and Reason(s):

- 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 The new door on the ground floor frontage shown on drawing 672/AH/04 hereby approved shall be formed of timber and permanently retained as such thereafter.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies S1/ S2, B1, B7 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 Reasons for granting permission

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 S1/S2/S'12, SD1D, SD2, SD6, B1, B4, B7, T2, T12, R7, E1, E3. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officer's report.

- 2 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. Information/drawings relating to the discharge of matters covered by the Heads of Terms of the legal agreement should be made available for the attention of the Sites Team, Urban Design and Regeneration.

Yours faithfully

Culture and Environment Directorate

DATED

31 March.

2009/10

(1) DOCKLOCK LIMITED

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

and

(3) AHMED HADDAD

and

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

A G R E E M E N T

**relating to land known as
186 CAMDEN HIGH STREET
LONDON NW1 8QP**

**pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)**

**Andrew Maughan
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