

DATED

6TH DECEMBER

2006

(1) NICOS KYRIACOU HADJITHOMA

and

(2) LLOYDS TSB BANK PLC

and

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

A G R E E M E N T
relating to land known as
17-21 KING's TERRACE, LONDON, NW1 0JP
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 5320
Fax: 020 7974 2962

S:plan/sdg/king's terrace 17-21/Section 106 Agreement (CF & HC)

THIS AGREEMENT is made the 6TH day of DECEMBER 2006

BETWEEN:

1. **NICOS KYRIACOU HADJITHOMA** of 16a Stucley Place, London NW1 8NS (hereinafter called "the Owner") of the first part
2. **LLOYDS TSB BANK PLC** of 39 Threadneedle Street, London EC2R 8AU (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 Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 241192, NGL323035 and 244074 subject to a charge to the Mortgagee.
- 1.2 The Owner is the freehold 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 11 October 2006 and the Council resolved to grant permission conditionally under reference number 2006/4272/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.5 The Council 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 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

1.7 The Mortgagee as mortgagee under a legal charge contained in a Debenture registered under Title Numbers 241192, NGL323035 and 244074 and dated 8 August 1989 (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:-

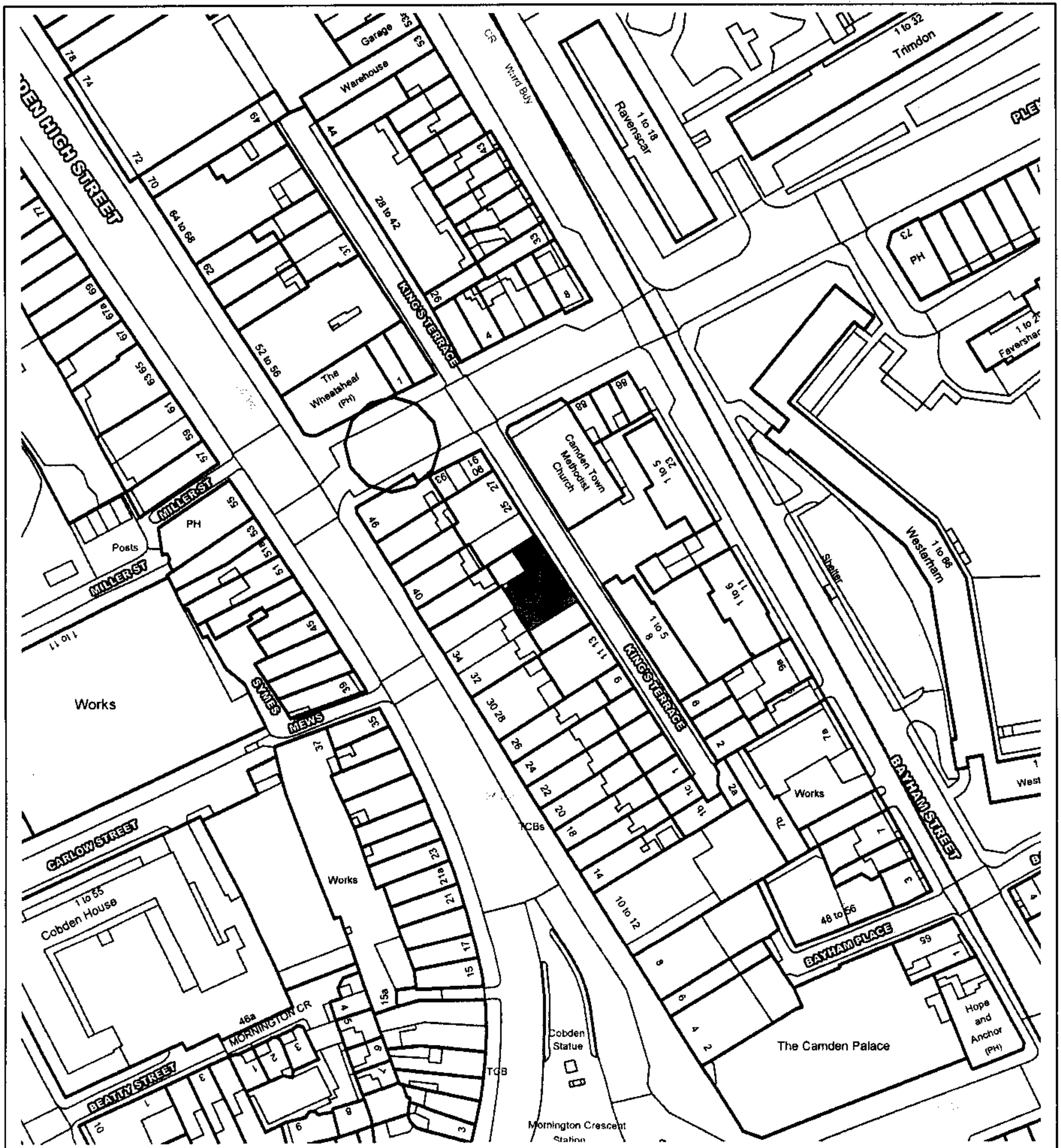
2.1 "the Act" the Town and Country Planning Act 1990 (as amended)

2.2 "the Agreement" this Planning Obligation made pursuant to Section 106 of the Act

2.3 "the Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 11 October 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/4272/P subject to conclusion of this Agreement

2.4 "the Development" erection of a rear extension at first floor level, a mansard roof extension and alterations to front entrances to facilitate a change of use from light industrial (Class B1) to alternative light industrial (Class B1) or storage (Class B8) uses at ground floor level and 4 self contained flats (Class C3) above as shown on drawings numbered Site Location Plan; Drawing No. 252/31; 252/34 Rev A; 252/41; 252/42 Rev A; 252/43 Rev A; 252/44

17-21 King's Terrace, London NW1 0JP
2006/4272/P



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C G Architects
221 East Barnet Road
Barnet
Herts
EN4 8QS

Application Ref: **2006/4272/P**

06 December 2006

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
17-21 Kings Terrace
London
NW1 0JP

DECISION
Proposal:

Erection of a rear extension at first floor level, a proposed extension and alterations to front entrances to facilitate alternative uses from light industrial (Class B1) to alternative light industrial (Class B1) or storage (Class B8) uses at ground floor level and 4 self contained flats (Class C3) above.

Drawing Nos: Site Location Plan; Drawing No. 252/31; 252/34 Rev A; 252/41; 252/42 Rev A; 252/43 Rev A; 252/44 Rev B; 252/45; Access And Design Statement; Lifetime Homes Statement; Sustainability Statement; Revision To New Planning Application Statement.

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 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.

- 3 The development shall not be occupied until the whole of the cycle parking provision shown on the approved drawings is provided. Thereafter the whole of the cycle parking provision shall be retained and used for no purpose other than for the parking of bicycles of the occupiers and users of the development.

Reason: To ensure that adequate cycle parking provision is made in accordance with policy T3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The development shall not be occupied until the whole of the refuse storage provision shown on the approved drawings is provided. Thereafter the whole of the refuse storage provision shall be retained and used for no purpose other than for the storage of refuse of the occupiers and users of the development.

Reason: To ensure that adequate refuse storage provision is made in accordance with policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 5 Prior to the occupation of the first flat, all of the windows to the rear elevation shall be obscured glazed as shown on the hereby approved plan 252/44 Rev B and shall be retained as such thereafter.

Reason: To safeguard the privacy of neighbouring residential occupiers and in accordance with policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 6 No part of any of the roof areas shall be used as a roof terrace.

Reason: To safeguard the privacy of neighbouring residential occupiers and in accordance with policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 7 The ground floor use hereby permitted shall not be carried out outside the following times 08.00 hours to 19.00 hours Mondays to Saturdays. It shall not be carried out at any time on Sundays or Bank Holidays.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policy SD6 of the London Borough of Camden Replacement Unitary Development Plan 2006.

Informative(s):

- 1 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 6941).
- 2 Noise from demolition and construction work is subject to control under the Control of Pollution Act 1974 which restricts all building works that can be heard at the boundary of the site between 08.00 and 18.00 hours Monday to Friday and 08.00 to 18.00 hours on Saturdays and not at all on Sundays and Public Holidays. You are advised to consult the Council's Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@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.
- 3 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.
- 4 The correct street name, number and name must be displayed permanently on the premises in accordance with regulations made under Section 12 of the London Building (Amendments) Act 1939.
- 5 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 6 If implemented, the alternative use permission gives flexibility of use for 10 years from the date of this permission. After 10 years the lawful use would become the use split which is taking place at the time.
- 7 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 SD1, SD2, SD6, H1, H7, H8, B1, B3, B7, E2, T3, T8, T9 and T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

Yours faithfully

Culture and Environment Directorate

DRAFT

DECISION

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.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:-

4.1 CAR FREE HOUSING

- 4.1.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.2 THE HIGHWAYS CONTRIBUTION

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Highways Contribution
- 4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Highways Contribution.
- 4.2.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.2.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of the excess.
- 4.2.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said notice pay to the Owner the amount of the shortfall.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 Within 7 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 2006/4272/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 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.
- 5.3 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, Forward Planning and Projects Team, Planning Division Environment Department,

Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2006/4272/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 or the Mortgagee nor their successors in title nor any person deriving title from the Owner or the Mortgagee 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. 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. 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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY
NICOS KYRIACOU HADJITHOMA
in the presence of:

)
)
) 


.....
Witness Signature

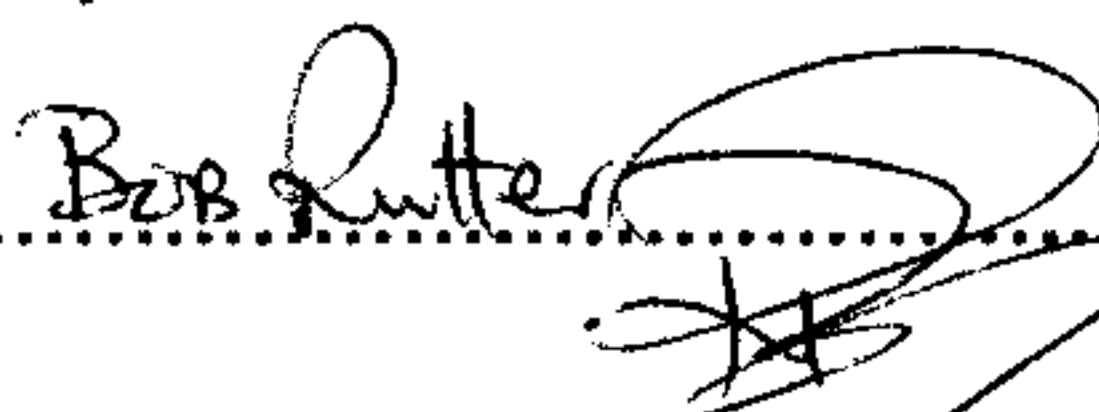
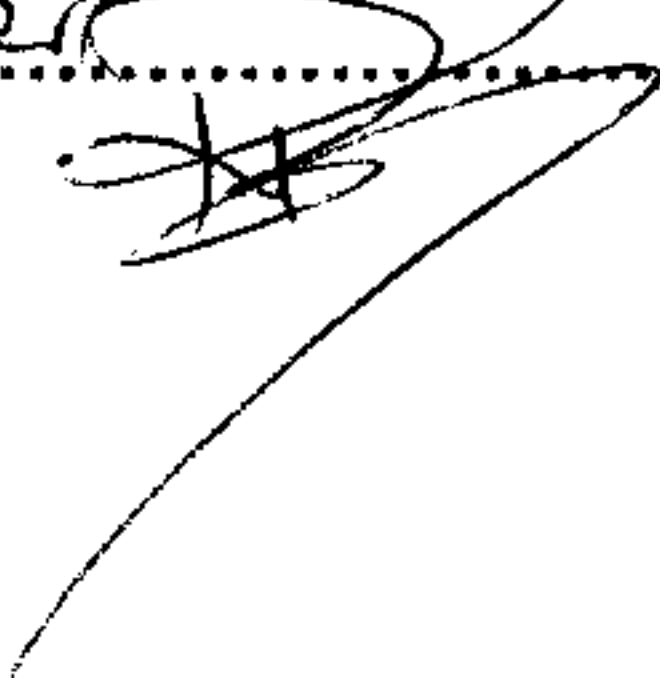
Witness Name MR. C. NEVEFIDOU.

Address 163 STURLEY PLACE
LONDON NW1 8NB.

Occupation ACCOUNTANT.

EXECUTED as a Deed
By LLOYDS BANK PLC
by TSB
in the presence of:-

)
)
) Tony Basing


.....


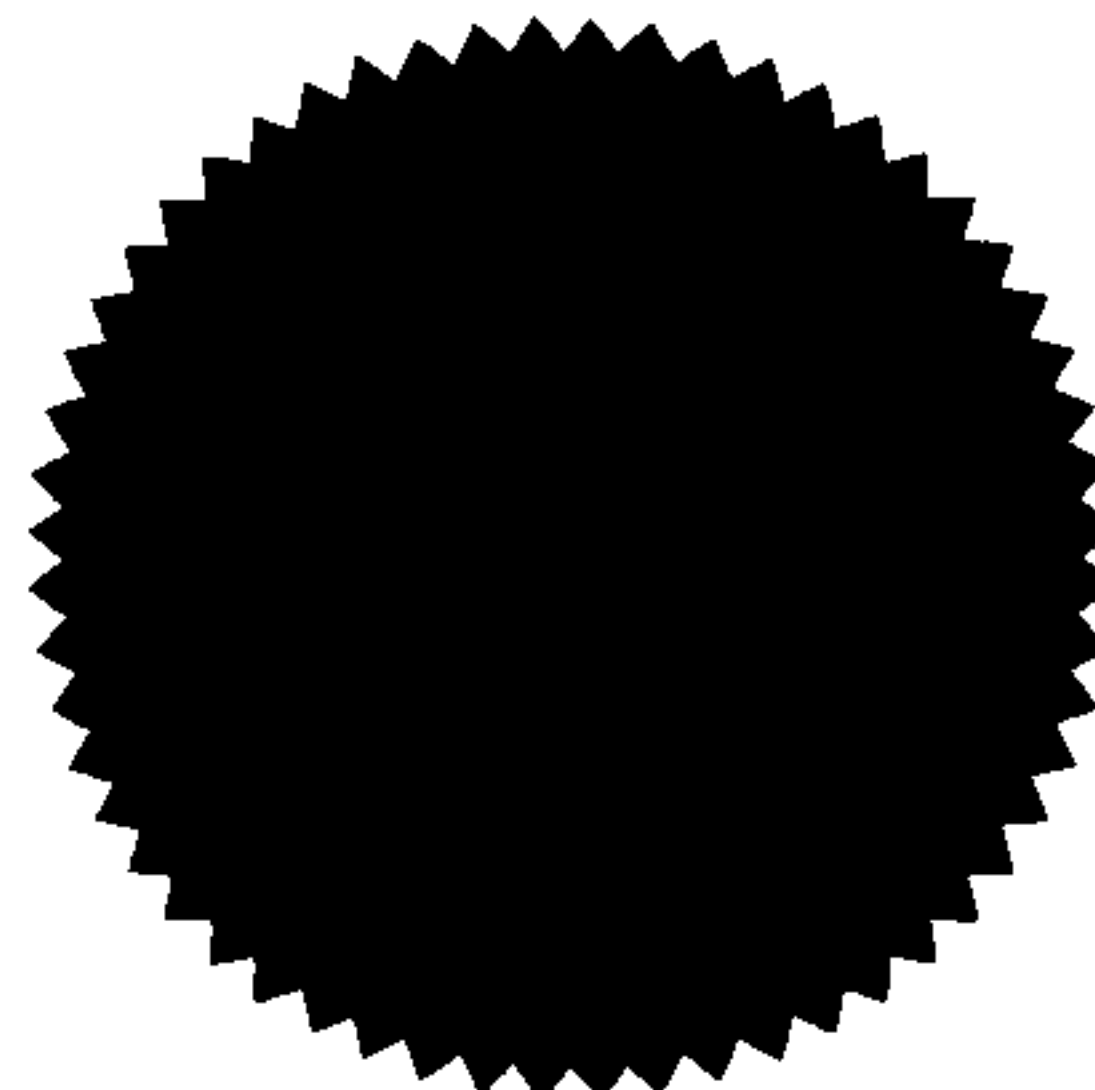
Tony Basing
Credit Director, W&B

Lloyds TSB Corporate
2nd Floor
25 Gresham Street
London EC2V 7HN

Continuation of Section 106 Agreement for 17-21 King's Terrace, London NW1 OJP

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


.....
Authorised Signatory





Secretary's Department
Head Office

25 Gresham Street
London EC2V 7HN

Telephone : 020-7356 2108
Facsimile : 020-7356 1038

I certify that the following is an extract from the minutes of a meeting of the resolutions committee of the board of Lloyds TSB Bank plc held on 9th January, 2006:

**"POWER OF ATTORNEY FOR EXECUTION OF BONDS,
GUARANTEES, UNDERTAKINGS AND INDEMNITIES
(INCLUDING THOSE IN FAVOUR OF REVENUE AND CUSTOMS)"**

The committee resolved that a power of attorney be granted to the holders of the following offices in Lloyds TSB Bank plc for the time being:

Director
Chief Risk Director
Director of Group IT & Operations
Director of Group IT
Director of Group Operations
Director of Group Strategy and Corporate Development
Group Human Resources Director
Managing Director Business Banking
Managing Director Corporate Banking
Managing Director Financial Markets
Managing Director International Banking
Managing Director Lloyds TSB Insurance
Managing Director Structured Finance

Risk Management Director)
Head of Credit)
Head of Customer Risk Management)
Head of Risk Management Support)
Senior Manager, Customer Recovery) Business Banking
Senior Manager, Customer Risk Management)
Regional Credit Manager, Lending Support)
Manager, Customer Risk Management)
Area Credit Manager, Lending Support)

Certified a true and complete copy of the corresponding
page of a certified copy of the original *AP/AB*
for Lloyds TSB Bank plc




Managing Director International Private Banking)	
International Banking Director)	
Compliance and Risk Director)	
Island Director)	
Expatriate Banking Director)	
Offshore Banking Director)	
Offshore Retail Banking Director)	
Offshore Wealth Management Director	)	International Banking
Regional Director, Asia)	
Regional Director, Credit, Risk & Compliance)	
Regional Director, Finance & Operations)	
Head of Central Support)	
Head of Marketing & Change)	
Head of Offshore Banking, Malaysia)	
Head of Offshore Banking, Singapore)	
Senior Manager, Worldwide Service)	
Manager-Legal & Secretarial)	
Head of Acquisition Finance)	
Senior Manager	)	Acquisition
Manager	)	Finance
Managing Director)	
Director	)	Capital
Assistant Director	)	Markets
Director, Debt Capital Markets	)	Structured Finance
Risk Director)	
Director Structured Credit Investments	)	Securitisation &
Director, Securitisation	)	Structured Credit
Senior Manager, Portfolio Management	)	Investments
Director)	
Assistant Director)	
Manager, Securities Centres	)	Wholesale Banking Operations
Senior Team Leader, Securities Centres)	
Senior Manager, Colmore Row branch		
Senior Manager, Coventry branch		
Senior Manager, New Street, Birmingham branch		

jointly and severally to sign, seal, execute and deliver all bonds, guarantees, undertakings or indemnities whether alone or jointly with any other person or body of persons in favour of any person or body of persons (including without limitation Her Majesty as may be required by the Commissioners for Her Majesty's Revenue and Customs) and whatsoever any of these attorneys may lawfully do or cause to be done in the premises the bank agrees to allow ratify and confirm.

This resolution supersedes the resolution in similar terms passed by the resolutions committee of the board on 23rd August, 2005."

M.R. Hatcher
Deputy Secretary



17th January, 2006

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for Lloyds TSB Bank plc

Certified a true and complete copy of a certified copy
of the original
for Lloyds TSB Bank plc

**POWER OF ATTORNEY FOR EXECUTION OF BONDS,
GUARANTEES, UNDERTAKINGS AND INDEMNITIES
(INCLUDING THOSE IN FAVOUR OF REVENUE AND CUSTOMS)**

By this power of attorney given on 11th January, 2006, Lloyds TSB Bank plc whose registered office is at 25 Gresham Street, London EC2V 7HN ("the bank") hereby appoints the holders of the following offices:

Director	
Chief Risk Director	
Director of Group IT & Operations	
Director of Group IT	
Director of Group Operations	
Director of Group Strategy and Corporate Development	
Group Human Resources Director	
Managing Director Business Banking	
Managing Director Corporate Banking	
Managing Director Financial Markets	
Managing Director International Banking	
Managing Director Lloyds TSB Insurance	
Managing Director Structured Finance	
Risk Management Director)
Head of Credit)
Head of Customer Risk Management)
Head of Risk Management Support)
Senior Manager, Customer Recovery	) Business Banking
Senior Manager, Customer Risk Management)
Regional Credit Manager, Lending Support)
Manager, Customer Risk Management)
Area Credit Manager, Lending Support)
Banking Director)
Corporate Director)
Risk Management Director, Risk Management)
Head of Business Support)
Head of Debt Management Group)
Director)
Commercial Director)
Regional Director	) Business
Head of Risk	) Support
Relationship Director)
Senior Manager)
Senior Manager, Debt Management Group)
Regional Director	) Commercial & Regional
Relationship Director	) Large Corporate (and Marketing)
Director & Global Head	) Corporate
Director & Head of Global Insurance	) Banking
Director & Head of Global Relationship)
Banking	) Financial
Director & Head of Major Clients	) Institutions
Director & Head of Risk)
Director & Head of Structured Export)
& Trade Finance)
Director & Head of UK)

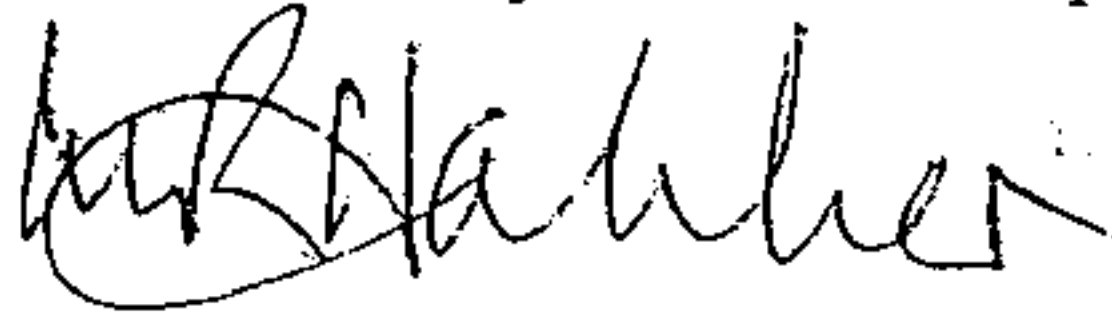
Manager, Securities Centres) Wholesale Banking Operations
Senior Team Leader, Securities Centres)

Senior Manager, Colmore Row branch
Senior Manager, Coventry branch
Senior Manager, New Street, Birmingham branch

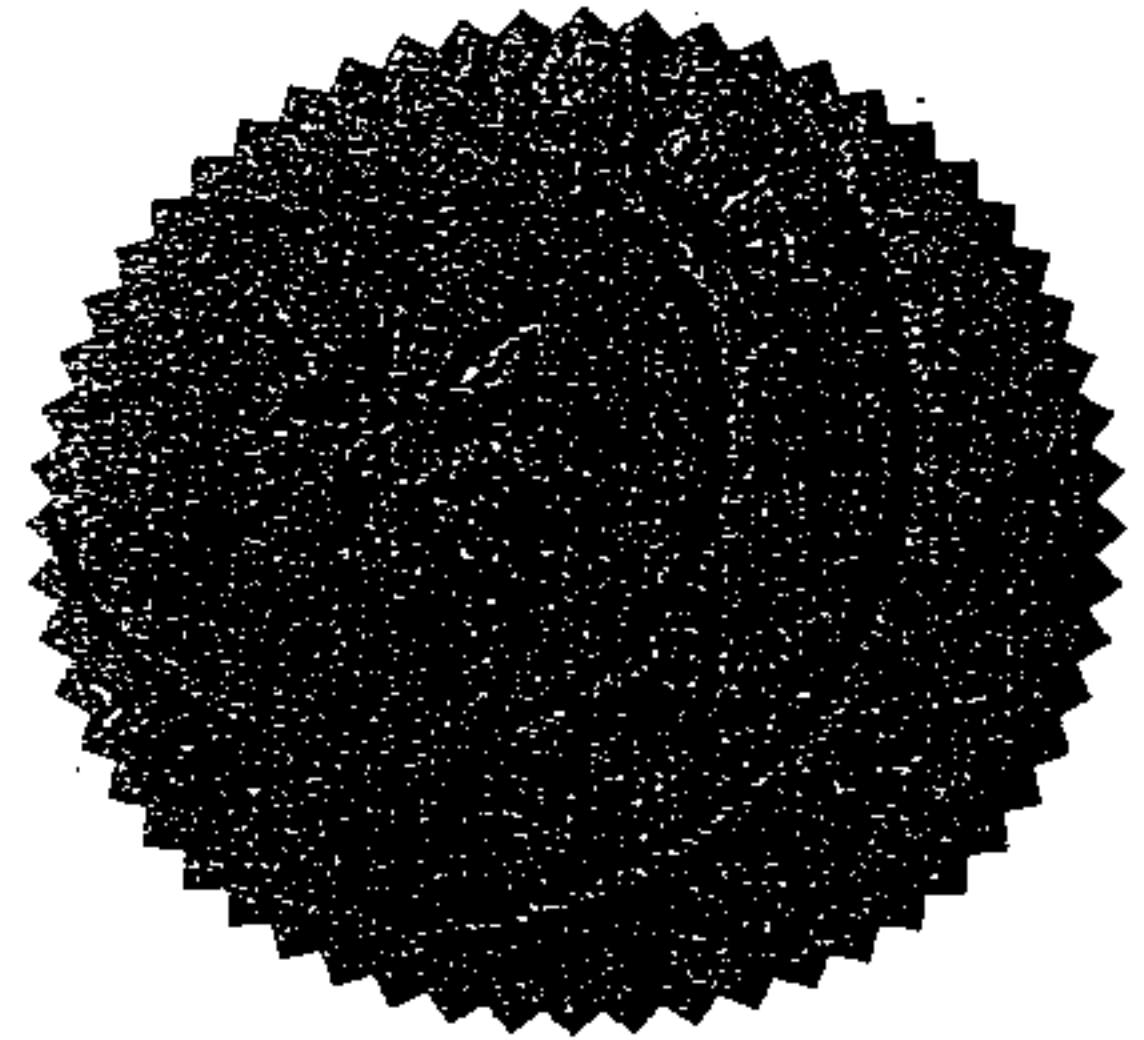
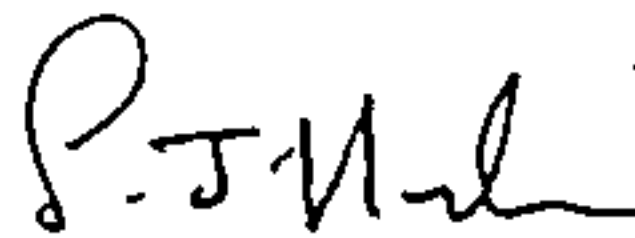
jointly and severally to sign, seal, execute and deliver all bonds, guarantees, undertakings or indemnities whether alone or jointly with any other person or body of persons in favour of any person or body of persons (including without limitation Her Majesty as may be required by the Commissioners of Customs and Excise) and whatsoever any of these attorneys may lawfully do or cause to be done in the premises the bank agrees to allow ratify and confirm.

Given under the common seal of Lloyds TSB Bank plc as a deed.

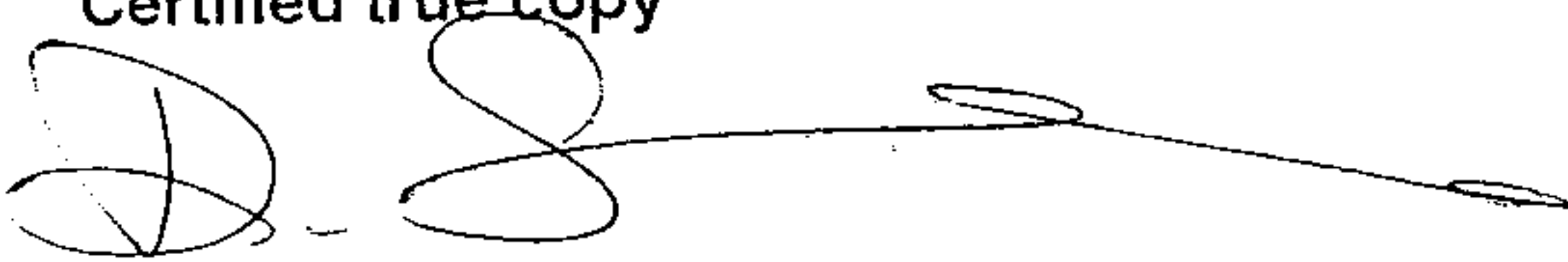
Authorised signatory



Authorised counter signatory



Certified true copy



Deborah Saunders
Assistant Secretary

Certified a true and complete copy of the corresponding
page of a certified copy of the original
for Lloyds TSB Bank plc

Certified a true and complete copy of a certified copy
of the original
for Lloyds TSB Bank plc