

DATED 18 NOVEMBER

2005

(1) COSTAS CONSTANTI

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

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

17-17A Murray Street, London NW1 9RE

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

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

**Tel: 020 7974 2463
Fax: 020 7974 2962**

S:plan/lr/s106 Agreements/Murray Street, 17A (GL)

THIS AGREEMENT is made the 18TH day of NOVEMBER 2005

BETWEEN:

1. **COSTAS CONSTANTI** of 179 Woodhouse Road, London NW12 9NN (hereinafter called "the Leaseholder") of the first part
3. **BANK OF CYPRUS PUBLIC COMPANY LIMITED** (incorporated in Cyprus) of Securities Department, 87-93 Chase Side, London N14 5BU and of DX 32309, Southgate, trading as Bank of Cyprus UK (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 Leaseholder is the registered at the Land Registry as leasehold proprietor with Title Absolute of the Property under Title Number NGL805154 subject to a charge to the Mortgagee.
- 1.3 The Leaseholder is the leasehold owner of and is interested in the Property for the purposes of Section 106 of the Act and shall hereinafter be known as "the Owner".
- 1.4 A planning application for the development of the Property was submitted to the Council and validated on 23 September 2005 and the Council resolved to grant

permission conditionally under reference number 2005/3722/P subject to conclusion of this legal Agreement.

- 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 dated 21 January 2005 (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 23 September 2005 for which a resolution to grant permission has been passed conditionally under reference number 2005/3722/P subject to conclusion of this Agreement |
| 2.4 | "the Development" | demolition of existing building and redevelopment with a three-storey building |

DVM Architects
4A Murray Street
London
NW1 9RE

Application Ref: 2005/3722/P

20 October 2005

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:
17-17A Murray Street
London
NW1 9RE

Proposal:

DEMISION
Demolition of existing building and redevelopment with a three storey building comprising two business units at ground floor (Class B1) with four residential units above (Class C3).

Drawing Nos: Site Location Plan; 1589/07 A; 01A; 06A; 11;10; 09; 08; 04B; 05B; 03B; 02B
Tree Survey Report.

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 five 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 Sample panels of the facing brickwork demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved by the Council before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The sample panel shall be retained on site until the work has been completed.

Reason: To safeguard the appearance of the premises and the character of the immediate area in accordance with the requirements of policies EN1, EN13 and EN31 of the London Borough of Camden Unitary Development Plan 2000.

- 3 No development shall take place until:
a) The applicant has submitted a programme of ground investigation for the presence of soil and groundwater contamination and landfill gas for approval by the Council; and
b) The investigation has been carried out in accordance with the approved details and the results and remediation measures (if necessary) have been submitted to and approved by the Council. All approved remediation measures shall be implemented strictly in accordance with the approved details.

Reason: To protect future occupiers of the development from the possible presence of ground contamination arising in connection with the previous industrial/storage use of the site in accordance with policy EN10 of the London Borough of Camden Unitary Development Plan 2000.

- 4 Prior to the commencement of work on site, a scheme providing for the insulation of the proposed dwellings against the transmission of externally generated noise and vibration from the railway line to the north of the site shall be submitted to and approved by the local planning authority. Any works which form part of the scheme shall be completed in accordance with the approved details before the dwellings are occupied.

Reason: To safeguard the amenities of the premises in accordance with the requirements of policies RE2, EN5, EN6 and DS6 of the London Borough of Camden Unitary Development Plan 2000.

Informative(s):

1

Yours faithfully

Culture and Environment Directorate

comprising two business units at ground floor (Class B1) with four residential units above (Class C3) as shown in drawing numbers Site Location Plan; 1589/07 A; 01A; 06A; 11; 10; 09; 08; 04B; 05B; 03B; 02B; Tree Survey Report

2.5 "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

2.6 "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 Mayor and Burgesses of the London Borough of Camden the Owner and the Mortgagee

2.8 "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

2.9 "the Planning Permission"

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

2.10 "the Property"

the land known as 17-17A Murray Street, London NW1 9RE the same as shown shaded grey on the site location plan annexed hereto

2.11 "Residents Parking Bay"

a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated

2.12 "Residents Parking Permit"

A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

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 donating 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, 8 and 9 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.



Application No: 2005/3722/P

17-17A Murray Street
London
NW1 9RE

Scale:
1:1250

Date:
18-Oct-05

N



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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

4.1 The Owner hereby covenants with the Council 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.

4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1 above will remain permanently.

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 2005/3722/P the date upon which the residential unit forming the Development is 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 2005/3445/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 HM 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.
- 6.8 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.
- 6.9 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.
- 6.10 Nothing in this Agreement shall be construed as affecting prohibiting or limiting any rights to develop any part of the land in accordance with any other planning permission granted whether before or after the date of this Agreement by the Council or the Secretary of State for the Department for Transport Local Government and the Regions or any other competent authority.

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 HM 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.
9. All Covenants made by the Owner in this Agreement are made jointly and severally and shall be enforceable as such.

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

CONTINUATION OF SECTION 106 AGREEMENT FOR 17-17A MURRAY STREET,
LONDON

EXECUTED AS A DEED BY
COSTAS CONSTANTI
in the presence of:

) C COSTANTI
)
)

T.O'Sullivan
Witness Signature

Witness Name TRACEY O'SULLIVAN

Address 17 WESTBURY AVE, TURNPIKE LANE, LONDON N22 6BS

Occupation SECRETARY

I DECLARE THAT I HAVE NOT BEEN INFORMED OF THE REVOCATION OF THE POWER OF ATTORNEY
DATED 14 OCTOBER 2004 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.

I HAVE SIGNED AS ATTORNEY OF BANK OF CYPRUS PUBLIC
COMPANY LIMITED BY REG MOLFORD IN THE
PRESENCE OF:-

Murford

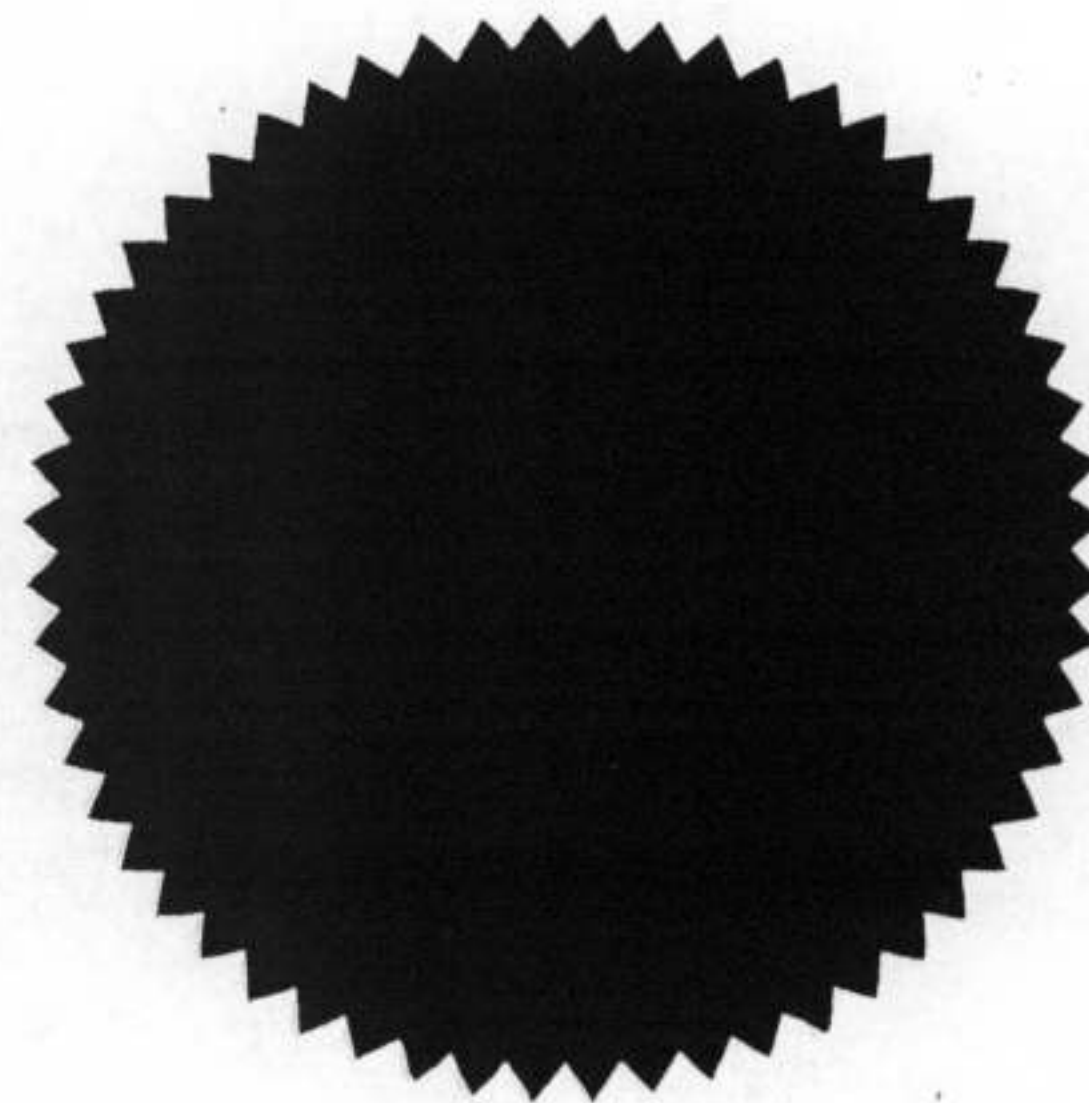
NAME: COSTAKIS DEMETRIOU

ADDRESS: 87/93 CHASE SIDE, SOUTHGATE, LONDON N14 5BU
DX34309 SOUTHGATE

OCCUPATION: BANK OFFICER

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

MJ
Authorised Signatory



DATED 18 NOVEMBER 2005

(1) COSTAS CONSTANTI

and

(2) BANK OF CYPRUS PUBLIC COMPANY LIMITED

and

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

AGREEMENT
relating to land known as
17-17A Murray Street, London NW1 9RE
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

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

Tel: 020 7974 2463
Fax: 020 7974 2962

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