

DATED

26 March

2009

**(1) LAZARI INVESTMENTS LIMITED**

**and**

**(2) SPIRIT MANAGED PUBS LIMITED**

**and**

**(3) LOGICA UK LIMITED**

**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**

**Sols Arms Public House, 65 Hampstead Road, NW1 2PN  
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 2463  
Fax: 020 7974 2962

S:\plan\kvr\s106 Agreements\1431.1131(CMP)

THIS AGREEMENT is made the 26<sup>th</sup> day of March 2009

**B E T W E E N:**

1. **LAZARI INVESTMENTS LIMITED** (Co. Regn. No. 01921023) whose registered office is at Accurist House, 44 Baker Street, London W1U 7BR and of 189/219 Isledon Road, London N7 7JR (hereinafter called "the Freeholder") of the first part
2. **SPIRIT MANAGED PUBS LIMITED** (Co. Regn. No. 05269240) whose registered office is at Jubilee House, Second Avenue, Burton-on-Trent, Staffs DE14 2WF (hereinafter called "the Underlessee") of the second part
3. **LOGICA UK LIMITED** (Co. Regn. No. 00947968) of Stephenson House, 75 Hampstead Road, London NW1 2PL (hereinafter called "the Sub-Underlessee" 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 LN86642.
- 1.2 The Freeholder is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Sub-Underlessee is also the headlessee of the Property under a Lease dated 25 February 1999 and made between (1) Southern Property Management Limited (2) Logica UK Limited and (3) Logica Plc
- 1.4 The Underlessee is registered at the Land Registry as a leasehold proprietor of the Property under Title Number LN172440.

- 1.5 The Sub-Underlessee is registered at the Land Registry as a leasehold proprietor of the Property under Title Number NGL885258
- 1.6 The Underlessee and the Sub-Underlessee hereby consent to the Freeholder entering into this Agreement and agree that their leasehold interests in the Property shall be subject to the terms obligations and covenants in this Agreement provided that the Underlessee shall not be personally liable to observe or perform any of the obligations on the part of the Owners herein contained.
- 1.7 A planning application for the development of the Property was submitted to the Council on 6 August 2007 and the Council resolved to grant permission conditionally under reference number 2007/3978/P subject to the conclusion of this legal Agreement.
- 1.8 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.
- 1.9 For that purpose the Freeholder, Underlessee and Sublessee are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## **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 on 6 August 2007 for which a resolution to grant permission has been passed |

conditionally under reference number 2007/3978/P subject to conclusion of this Agreement

**2.4 "the Certificate of Practical Completion"**

the final certificate issued by the Council certifying that the Development has been completed to its reasonable satisfaction

**2.5 "The Construction Management Plan"**

the plan produced by the Owner to outline a scheme of management of the measures to protect the amenity of residential and business occupiers in the vicinity of the Development during the Construction Phase in accordance with the Council's Considerate Contractor Manual to include reference to but not limited to the following matters:

- To ensure that all construction scheduling is agreed and approved by Transport for London and the Council's highways team as necessary to ensure the safety and efficiency of vehicular and pedestrian movements in the vicinity of the site;
- to ensure that the works of construction do not have a detrimental impact on local amenity;
- noise attenuation measures;
- permitted working hours;
- any necessary measures to address local traffic/parking implications;

any other matters the Council may reasonably require the Owner to address in relation to the

management of the construction of the Development

2.6 "The Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date of issue of the Certificate of Practical Completion.

2.7 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Considerate Contractor Manual" relating to the good practice for developers engaged in building activities in the London Borough of Camden

2.8 "the Development"

Change of use and works of conversion from a Public House (Class A4) to Offices (Class B1a) and alterations to the external ground floor elevations fronting Drummond Street and Hampstead Road as shown on drawing numbers Site Location Plan; 13703/C 002; 003; 004; 005; 006-Opt 2; 007 Rev A; 008; and 009.

2.9 "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

2.10 "Occupation Date"

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

- 2.11 "the Owners" means the Freeholder and the Sub-Underlessee
- 2.12 "the Parties" mean the Council the Freeholder the Underlessee and the Sub-Underlessee
- 2.13 "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
- 2.14 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.15 "the Property" the land known as Sols Arms P.H. 65 Hampstead Road Corner of Drummond Street London NW1 2PN the same as shown shaded grey on the site location 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 Owners as provided herein and against any person deriving title to any part of the Property from the Owners 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 5, 6 and 7 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 Owners 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. OBLIGATION OF THE OWNERS**

##### **4.1 Construction Management Agreement**

- 4.1.1 On or prior to Implementation to submit to the Council for approval the Construction Management Plan.
- 4.1.2 Not to Implement or permit Implementation of the Development until such time as the Council has approved the Construction Management Plan in writing such approval not to be unreasonably withheld or delayed.
- 4.1.3 After Implementation, the Owners shall not carry out or permit to be carried out any works of construction at any time other than in strict accordance with the Construction Management Plan as approved by the Council.

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

- 5.1 Within 7 days following completion of the Development the Owners shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 7.1 hereof quoting planning reference 2007/3978/P the date upon which the Development is ready for Occupation
- 5.2 The Owners 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 Owners 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 Owners 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 Owners' possession (at the Owners' expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owners agree declare and covenant with the Council that they 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 Owners 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 2007/3978 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. Upon written request from the Owners the Council undertakes to confirm that the obligation outlined in clause 4 has been complied with as soon as reasonably practicable after the issue of the Certificate of Practical Completion
- 6.3 The Owners agree 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 Owners and the Underlessee hereby covenant with the Council that they 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 their respective titles 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 and the Council covenants to agree to the cancellation of the said entries upon written request from the Owners following the issue of the Certificate of Practical Completion.
- 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 Owners or the Underlessee nor their successors in title nor any person deriving title from the Owners or the Underlessee shall be bound by the obligations in

this Agreement in respect of any period during which they 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. All Covenants made by the Freeholder the Head Lessee and the Sub Lessee in this Agreement are made jointly and severally.
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 Owners have executed this instrument as their Deed the day and year first before written

The COMMON SEAL of  
**LAZARI INVESTMENTS LIMITED**  
was hereunto affixed  
in the presence of:-/

)  
)  
)  
)

.....*Amirhossein Lazari*.....

**Director**

.....*[Signature]*.....

**Director/Secretary**

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

.....  
Director

.....  
Director/Secretary

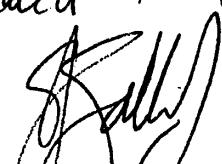
EXECUTED AS A DEED BY  
LOGICA UK LIMITED  
acting by a Director and its Secretary  
or by two Directors

.....  
Director

.....  
Director/Secretary

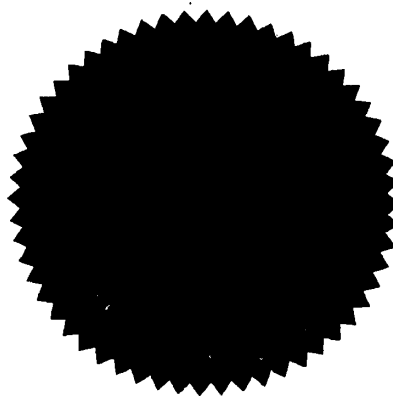
THE COMMON SEAL OF THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF CAMDEN was hereunto  
Affixed by Order:-

.....  
Authorised Signatory

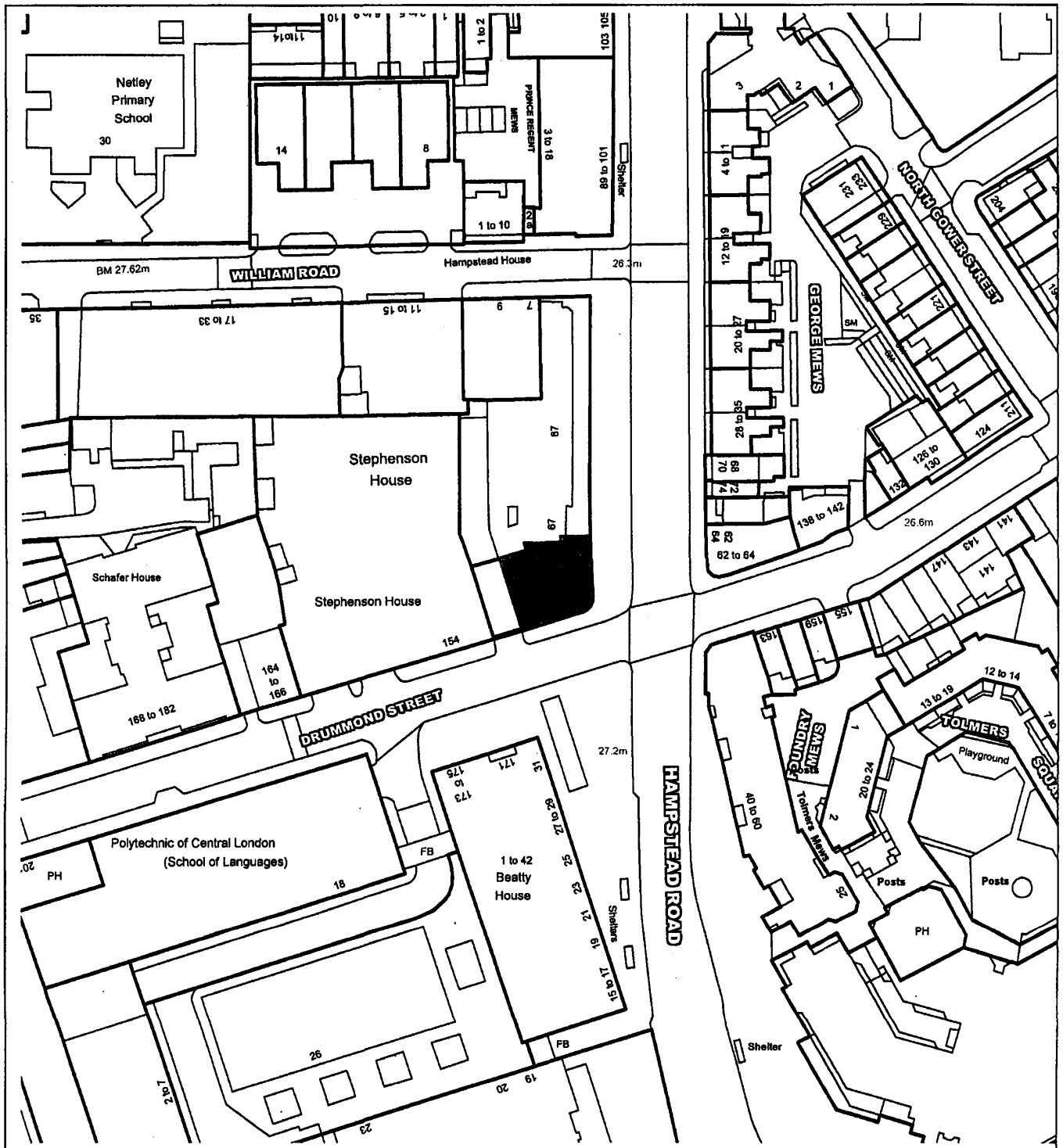
Signed as a Deed (but not  
delivered until the date here of )  
by Spirit Managed Pub Limited.  
acting by its Attorney STUART  
JONES GALLER acting under the  
Power of Attorney dated 24<sup>th</sup> August 2008  
in the presence of: 

Name : Victoria Brown  
Address : Jubilee House  
Second Avenue  
Burton On Trent  
DE14 2WF  
Occupation : Legal Assistant





# SOLS ARMS PUBLIC HOUSE, 65 HAMPSTEAD ROAD



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*Handwritten signature/initials*

*Handwritten signature/initials*

GVA Grimley  
10 Stratton Street  
LONDON  
W1J 8JR

Application Ref: **2007/3978/P**

09 September 2008

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:

**Sols Arms P.H. 65 Hampstead Road  
Corner of Drummond Street  
London NW1 2PN**

Proposal:

**DECISION**  
Change of use and works of conversion from a Public House (Class A4) to Offices (Class B1a) and alterations to the external ground floor elevations fronting Drummond Street and Hampstead Road.

Drawing Nos: Site Location Plan; 13703/C 002; 003; 004; 005; 006-Opt 2; 007 Rev A; 008; and 009.

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 and B3 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 SD6, B1, B3, E1, T12. For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers 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.
- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email [env.health@camden.gov.uk](mailto:env.health@camden.gov.uk) or on the website [www.camden.gov.uk/pollution](http://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.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

DATED

26 March 2009

2009

**(1) LAZARI INVESTMENTS LIMITED**

**and**

**(2) SPIRIT MANAGED PUBS LIMITED**

**and**

**(3) LOGICA UK LIMITED**

**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**

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pursuant to Section 106 of the Town and Country Planning  
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**S:plan/kvr/s106 Agreements/1431.1131(CMP)**