

DATED

29<sup>th</sup> January ~~2015~~ <sup>2016</sup> FP

**(1) DAVE MURPHY LIMITED**

and

**(2) BANK OF CYPRUS UK 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  
**THE GOLDEN LION**  
**88 ROYAL COLLEGE STREET**  
**LONDON NW1 0TH**  
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 1918  
Fax: 020 7974 2962

CLS/COM/FP/1781.495 (2015/5327/P)  
Final 8.1.2016



THIS AGREEMENT is made the

29<sup>th</sup>

day of

January

2016  
~~2015~~ FP

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

1. **DAVE MURPHY LIMITED** (Co. Regn. No. 06960497) whose registered office is at 194 Alexandra Road Muswell Hill London N10 2ES (hereinafter called "the Owner") of the first part
2. **BANK OF CYPRUS UK LIMITED** (Co. Regn. No. 4728421) of P.O. Box 17484 87 Chase Side London N14 5WH (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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number NGL492810 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 18 September 2015 and the Council resolved to grant permission conditionally under reference number 2015/5327/P subject to the 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 Mortgagee as mortgagee under a legal charge registered under Title Number NGL492810 and dated 25 February 2015 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" creation of a studio flat at first floor level and a further 2 bedsits at second and third floor levels; creation of balcony at first floor level; replacement of ground floor window with new entrance door as shown on drawing numbers:- 1003/01; 1003/02; 1003/03; 1003/04/RevA; 1003/05/RevA; 1003/06/RevB; 1003/07
- 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 "Occupation Date" the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.6 "the Parties" mean the Council the Owner and the Mortgagee
- 2.7 "the Planning Application" a planning application in respect of the Development of the Property submitted to the Council and validated on 18 September 2015 for which a resolution to grant permission has been passed conditionally under reference number 2015/5327/P subject to conclusion of this Agreement
- 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 The Golden Lion 88 Royal College Street London NW1 0TH the same as shown shaded grey on the 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

- 2.13 "the Studio Flat" the studio flat at first floor level forming part of  
the Development

**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**

4.1 **CAR FREE**

4.1.1 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.

4.1.2 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.

4.1.3 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.

4.2 **ANCILLARY RESIDENTIAL USE OF THE PUBLIC HOUSE**

4.2.1 Unless otherwise agreed in writing by the Local Planning Authority the Owner must ensure that the Studio Flat:

- (a) is used and occupied for no purpose other than as ancillary to the use of the Property as a public house; and
- (b) is not sold leased licensed or otherwise disposed of in any form as a separate unit of use or occupation.

ALWAYS PROVIDED that after 5 years from the date of this Agreement the restriction above in (a) and (b) shall not apply if the Studio Flat is let on a short term basis for not more than 90 days at any one time

4.2.2 Unless otherwise agreed in writing by the Local Planning Authority following the Occupation Date the Owner shall not Occupy or permit Occupation of the Studio Flat at any time when the Studio Flat is not being used in strict accordance with this clause 4.2.1 and not Occupy or permit Occupation of the Studio Flat otherwise than in strict accordance with the requirements of this clause 4.2.1.

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 2015/5327/P the date upon which the Development will be 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 2015/5327/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 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 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 this Agreement shall forthwith determine and cease to have effect.

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 and the Mortgagee have executed this instrument as their Deed the day and year first before written

EXECUTED AS A DEED BY )  
DAVE MURPHY LIMITED )  
acting by a Director )

Director Name: (CAPITALS) )

Director Signature: )

in the presence of: )

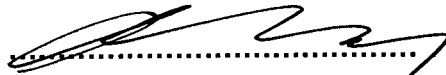
Witness Signature: )

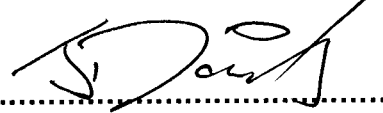
Witness Name: (CAPITALS) )

Address: )

Occupation: )

..... DAVID MURPHY .....

.....  .....

.....  .....

..... Jonathan Daniels  
..... Partner .....

..... Comptons Solicitors LLP  
..... 90-92 Parkway .....

..... Regent's Park .....

..... London NW1 7AN .....

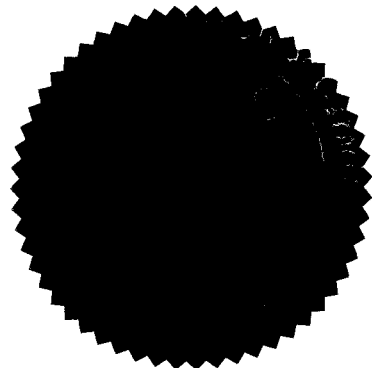
EXECUTED AS A DEED BY )  
BANK OF CYRPUS UK LIMITED )  
by )  
in the presence of:- )

.....

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

.....  .....

Authorised Signatory



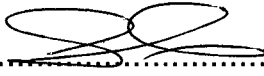


Executed as a deed by Bank of Cyprus UK Limited acting by its duly authorised signatories

Signature *g. joo* .....

Name (in BLOCK CAPITALS) *GEORGINA ANDREOU* .....

Position *CREDIT DELIVERY OFFICER (CRADC 1)* .....

Signature  .....

Name (in BLOCK CAPITALS) **ROULLA ANTONIOU** .....

Position *CREDIT DELIVERY MANAGER* .....





**Regeneration and Planning  
Development Management**  
London Borough of Camden  
Town Hall  
Judd Street  
London  
WC1H 8ND

CG Architects  
221 East Barnet Road  
Hertfordshire  
EN4 8QS

Tel 020 7974 4444  
Fax 020 7974 1930  
Textlink 020 7974 6866

planning@camden.gov.uk  
www.camden.gov.uk/planning

Application Ref: **2015/5327/P**

17 November 2015

Dear Sir/Madam

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

**DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT**

Address:  
**88 The Golden Lion  
Royal College Street  
London  
NW1 0TH**

Proposal:

**DECISION**  
Creation of a studio flat at first floor level and a further 2 beds at second and third floor levels; creation of balcony at first floor level; replacement of ground floor window with new entrance door.

Drawing Nos: 1003/01; 1003/02; 1003/03; 1003/04/RevA; 1003/05/RevA; 1003/06/RevB.

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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 of the London Borough of Camden Local Development Framework Development Policies.

- 3 The development hereby permitted shall be carried out in accordance with the following approved plans 1003/01; 1003/02; 1003/03; 1003/04/RevA; 1003/05/RevA; 1003/06/RevB.

Reason:

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

- 4 Prior to the first use of the kitchen at basement level, full details of a scheme for ventilation, including manufacturers specifications, noise levels and attenuation, shall be submitted to and approved by the Local Planning Authority in writing. The use shall not proceed other than in complete accordance with such scheme as has been approved. All such measures shall be retained and maintained in accordance with the manufacturers' recommendations.

Reason: To safeguard the amenities of the adjoining premises and the area generally in accordance with the requirements of policies CS5 and CS7 of the London Borough of Camden Local Development Framework Core Strategy and policies DP12, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

- 5 The studio flat at first floor level shall remain as ancillary residential use to the public house unless otherwise agreed in writing by the Local Planning Authority.

Reason: To safeguard the viability of the public house at ground floor level and to protect the amenities of any future residents in accordance with the requirements of policy CS5 and CS10 of the London Borough of Camden Local Development Framework Core Strategy and policy DP15 and DP26 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting permission. [Delegated]



The proposed creation of two further bedsit rooms, to bring the total number of bedsit rooms on site to seven is in accordance with policy DP9, which supports the development of housing with shared facilities across the borough. The proposed creation of a self-contained studio flat, which is ancillary to the A4 use, at first floor level is considered acceptable. A planning obligation has been secured via the agreement of a Section 106 Legal Agreement to ensure that the proposed new units are car free. A condition has also been attached to the planning permission to ensure that the unit will be kept ancillary to the pub use to ensure the long term viability of the pub and that there is no conflict of uses between the C3 and A4 use. The creation of a balcony on first floor level is considered acceptable as it does not compromise the amenities of any nearby neighbours.

As a result of the proposed new entrance, the toilets at ground floor level have been relocated to the basement level. A disabled platform is proposed to make the basement accessible from ground floor which is considered acceptable. It was noted on site that the darts board is currently located on the rear wall adjacent to the entrance to the toilets. It is proposed that the dart board, which is identified as a contributor to the community role of the pub, which is listed as an Asset of Community Value (ACV), will be relocated onto the new internal wall which separates the new entrance to the upstairs units from the pub. It is however considered that there is sufficient space to allow the use of the darts board in its new location. Currently, there is no functional kitchen to serve the pub. It is proposed to locate a new kitchen in the basement to allow food to be served on site. A condition has been attached to the planning permission which requires the applicant to demonstrate that the kitchen will not create unacceptable levels of noise and that the proposed ventilation equipment is acceptable prior to the use starting on site. As a result of the proposed works, it is therefore considered that the viability of the pub, and its community value, will not be compromised and is therefore considered acceptable.

Whilst the development will have some visual impact and an impact on the capacity of the local road network, appropriate steps have been made to ensure that the scheme is acceptable via the use of planning conditions and obligations. In terms of design, the alterations to the host building are not considered harmful to the character or appearance of the host building or street scene due to the small nature of the alterations.

No objections have been received. The sites planning history and relevant appeal decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5, CS6, and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP2, DP9, DP15, DP19, DP24, DP26, DP28, and DP29 of the London Borough of Camden Local Development Framework Development Policies. The proposed development also accords with policies 3.3, 3.5, 4.8, 7.4, 7.6 and 7.8 of the London Plan 2015 Consolidated with Alterations since 2011; and paragraphs 14, 17, 28, 56-66, and 70 of the National Planning Policy Framework.

- 2 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 Compliance and Enforcement team [Regulatory Services], Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 4444 or on the website <http://www.camden.gov.uk/ccm/content/contacts/council-contacts/environment/contact-the-environmental-health-team.en> 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 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).
- 4 The Mayor of London introduced a Community Infrastructure Levy (CIL) to help pay for Crossrail on 1st April 2012. Any permission granted after this time which adds more than 100sqm of new floorspace or a new dwelling will need to pay this CIL. It will be collected by Camden on behalf of the Mayor of London. Camden will be sending out liability notices setting out how much CIL will need to be paid if an affected planning application is implemented and who will be liable.

The proposed charge in Camden will be £50 per sqm on all uses except affordable housing, education, healthcare, and development by charities for their charitable purposes. You will be expected to advise us when planning permissions are implemented. Please use the forms at the link below to advise who will be paying the CIL and when the development is to commence. You can also access forms to allow you to provide us with more information which can be taken into account in your CIL calculation and to apply for relief from CIL.

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

We will then issue a CIL demand notice setting out what monies needs to paid when and how to pay. Failure to notify Camden of the commencement of development will result in a surcharge of £2500 or 20% being added to the CIL payment. Other surcharges may also apply for failure to assume liability and late payment. Payments will also be subject to indexation in line with the construction costs index.

Please send CIL related documents or correspondence to [CIL@Camden.gov.uk](mailto:CIL@Camden.gov.uk)

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraphs 186 and 187 of the National Planning Policy Framework.

Yours faithfully

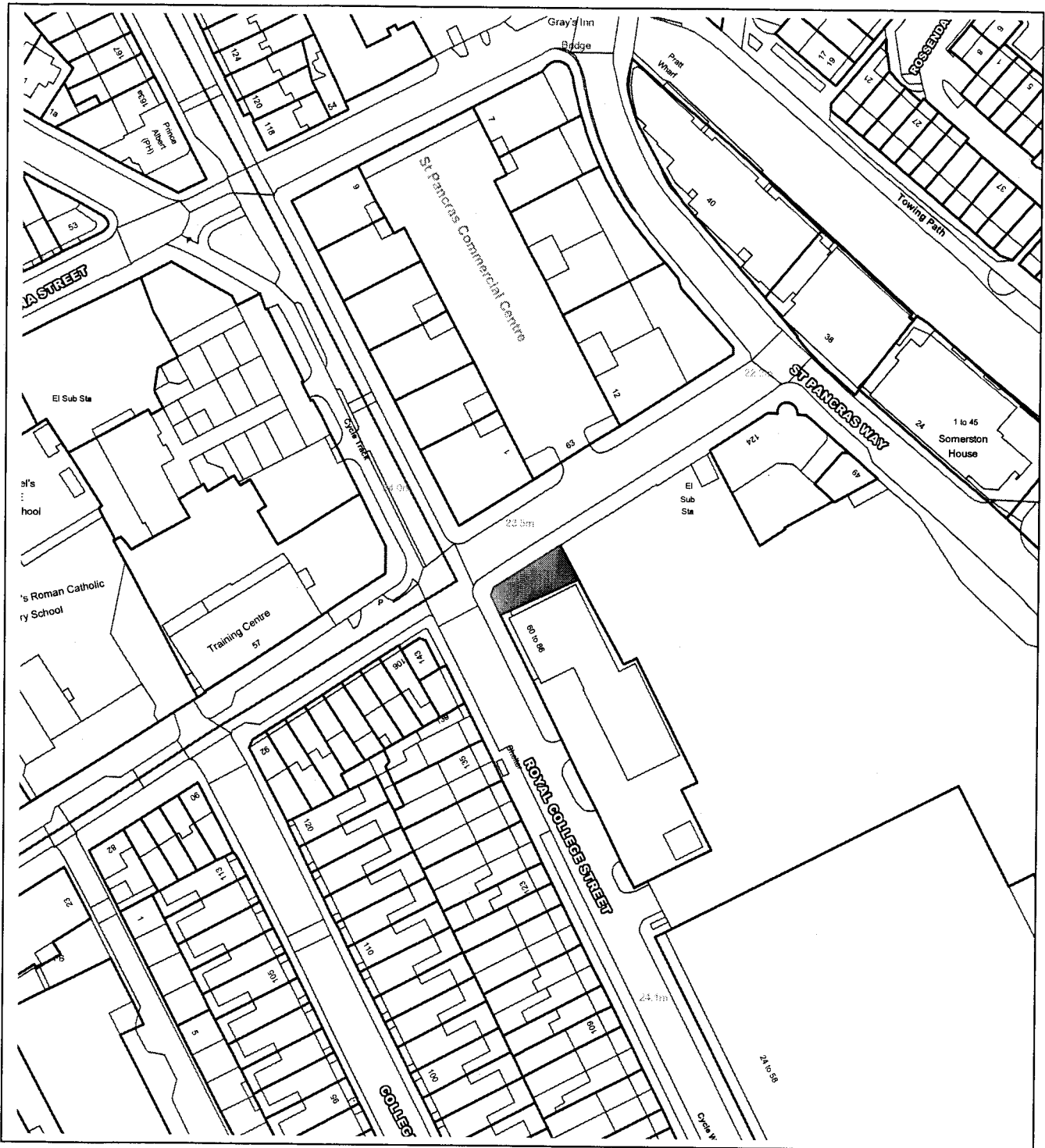
Culture and Environment Directorate

**DRAFT**

**DECISION**



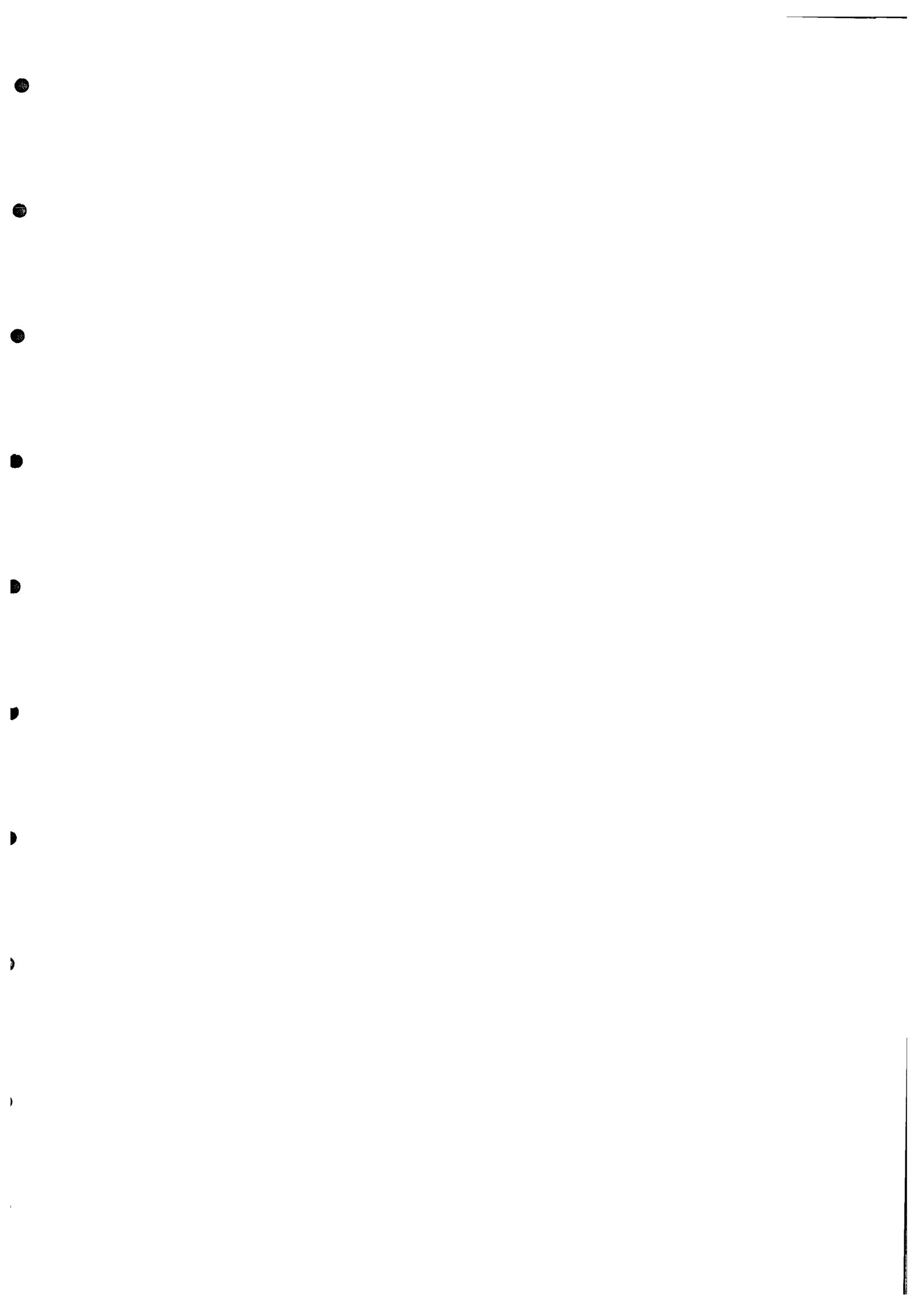
The Golden Lion, 88 Royal College Street, London  
NW1 0TH



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R. Alexander





DATED

29<sup>th</sup> January 2016 ~~2015~~ RP

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(2) BANK OF CYPRUS UK LIMITED

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(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

**THE GOLDEN LION**

**88 ROYAL COLLEGE STREET**

**LONDON NW1 0TH**

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

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