

DATED 29th January

2025

(1) DOME ASSETS LIMITED

and

(2) EUROBANK CYPRUS LTD

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
51-52 TOTTENHAM COURT ROAD LONDON W1T 2EQ

pursuant to
**Section 106 of the Town and Country Planning Act 1990 (as amended);
Section 16 of the Greater London Council (General Powers) Act 1974;
Section 111 of the Local Government Act 1972; and
Section 1(1) of the Localism Act 2011**

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

Tel: 020 7974 3935

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THIS AGREEMENT is made the 29th day of January 2025

BETWEEN:

- A. **DOME ASSETS LIMITED** (Co. Regn. No. 03263736) whose registered address is at 51 The Grove, London, England, W5 5DX (hereinafter called "the Owner") of the first part
- B. **EUROBANK CYPRUS LTD** (incorporated in Cyprus) (Co. Regn. No. FC036955) of 41 Arch Makarios III Avenue 41, 1065 Nicosia, Cyprus whose address for service in the United Kingdom is at Devonshire House, 2nd Floor Mayfair Place, London, London, W1J 8AJ (hereinafter called "the Mortgagee") of the second part
- C. **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

1. **WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 166251 and 234752 subject to a charge to the Mortgagee.
- 1.2 The part of the Property with registered Title No 234752 is subject to Occupational Leases which contain restrictions on the Occupational Tenants use of the Property. The Owner accepts an obligation that it will not alter any lease or tenancy of the Property existing at the date hereof so as to permit the lessee or tenant to Implement the Planning Permission and will not permit any alterations to the Occupational Leases which will allow the Occupational Tenants to Implement the Planning Permission or dispose of its interest in the Property to the Occupational Tenants without in each case first requiring the lessee, tenant or Occupational Tenants concerned to enter into an agreement with the Council covenanting in identical terms to this Agreement.
- 1.3 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.

- 1.4 A Planning Application for the development of the Property was submitted to the Council and validated on 17 May 2024 and the Council resolved to grant permission conditionally under reference number 2024/1971/P subject to the conclusion of this legal Agreement.
- 1.5 The Council is the local planning authority for the purposes of the Act, and is the local authority for the purposes of Section 16 of the Greater London Council (General Powers) Act 1974; Section 111 of the Local Government Act 1972; and Section 1(1) of the Localism Act 2011 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.
- 1.6 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 two legal charges registered under Title Numbers 166251 and 234752 and dated 10 December 2021 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	"Affordable Housing"	low-cost housing that meets the needs of people who cannot afford to occupy homes available in the open market in accordance with the National Planning Policy Framework and successor documents
2.3	"Affordable Housing Contribution"	the sum of £45,900 (forty-five thousand nine hundred pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards the provision of Affordable Housing in the London Borough of Camden
2.4	"the Agreement"	this Planning Obligation made pursuant to Section 106 of

		the Act
2.5	"the Development"	change of use from office (E(g)(i)) to 3 No. residential dwellings (C3) on the 1st, 2nd and 3rd floors, with associated refuse and cycle storage and external alterations to involve increase in height of the existing ground floor extension and replacement of existing first floor rear extension, installation of new shopfront and amalgamation of retail units into a single ground floor retail unit, as shown on drawing numbers:- Site Location Plan, Cover Letter 10 May 2024, GHA-XX-XX-DR-A-0001 Rev P02, GHA-XX-00-DR-A-0211 Rev P02, GHA-XX-01-DR-A-0212 Rev P02, GHA-XX-02-DR-A-0213 Rev P02, GHA-XX-03-DR-A-0214 Rev P02, GHA-XX-00-RF-DR-A-0215 Rev P02, GHA-XX-B1-DR-A-0210 Rev P02, GHA-XX-AA-DR-A-0230 Rev P02, GHA-XX-BB-DR-A-0231 Rev P02, GHA-XX-CC-DR-A-0232 Rev P02, GHA-XX-DD-DR-A-0233 Rev P02, GHA-XX-XX-DR-A-0250 Rev P02, GHA-XX-00-DR-A-0311 Rev P02, GHA-XX-01-DR-A-0312 Rev P02, GHA-XX-02-DR-A-0313 Rev P02, GHA-XX-03-DR-A-0314 Rev P02, GHA-XX-RF-DR-A-0313 Rev P02, GHA-XX-B1-DR-A-0310 Rev P02, GHA-XX-AA-DR-A-0330 Rev P02, GHA-XX-BB-DR-A-0331 Rev P02, GHA-XX-CC-DR-A-0332 Rev P02, GHA-XX-DD-DR-A-0333 Rev P02, GHA-XX-XX-DR-A-0350 Rev P02, GHA-XX-00-DR-A-2011 Rev P02, GHA-XX-01-DR-A-2012 Rev P04, GHA-XX-02-DR-A-2013 Rev P03, GHA-XX-03-DR-A-2014 Rev P03, GHA-XX-RF-DR-A-2015 Rev P03, GHA-XX-B1-DR-A-2010 Rev P02, GHA-XX-AA-DR-A-2030 Rev P02, GHA-XX-BB-DR-A-2031 Rev P02, GHA-XX-CC-DR-A-2032 Rev P02, GHA-XX-DD-DR-A-2033 Rev P02, GHA-XX-XX-DR-A-2050 Rev P02, Design and Access Statement April 2024, Marketing Letter July 2022, Marketing Report August 2022
2.6	"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

2.7	"Occupation Date"	the date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly
2.8	"Occupational Leases"	<ul style="list-style-type: none"> - the lease of the part of the Property known as ground floor and basement, 51 Tottenham Court Road, London W1T 2EQ dated 22 December 2022 for a term of 2 years from 22 December 2022 between the Owner and River Treats Limited; - the lease of part of the Property known as ground and basement floors, 52 Tottenham Court Road, London W1T 2EH dated 17th September 2018 for a term of 15 years from 17 September 2024 between the Owner and Korean Foods Company Limited.
2.9	"Occupational Tenants"	the current tenants under the Occupational Leases being River Treats Limited and Korean Foods Company and their successors and assigns and sub-lessees
2.10	"the Parties"	mean the Council the Owner and the Mortgagee
2.11	"the Planning Application"	a planning application in respect of the development of the Property submitted to the Council and validated on 17 May 2024 for which a resolution to grant permission has been passed conditionally under reference number 2024/1971/P subject to conclusion of this Agreement
2.12	"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
2.13	"the Planning Permission"	a planning permission granted for the Development substantially in the draft form annexed hereto
2.14	"the Property"	the land known as 51-52 Tottenham Court Road, London, W1T 2EQ the same as shown shaded grey on the plan annexed hereto
2.15	"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

2.16	"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
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3. **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 is also made in pursuance of Section 278 of the Highways Act 1980, Section 16 of the Greater London Council (General Powers) Act 1974, Section 111 of the Local Government Act 1972 and Section 1(1) of the Localism Act 2011 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 of interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3, 4(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.
- 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 4.2 for all relevant purposes.

4. **OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

4.1 **AFFORDABLE HOUSING CONTRIBUTION**

4.1.1 On or prior to the Implementation Date to pay to the Council the Affordable Housing Contribution in full.

4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Affordable Housing Contribution in full.

4.2 **CAR FREE**

4.2.1 To ensure that prior to occupying any residential unit (being part of the Development) each new occupier 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 or any amendment to it) to:

- (i) be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay; and
- (ii) buy a contract to park within any car park owned, controlled or licensed by the Council.

4.2.2 Not to Occupy or use (or permit the Occupation or use of) any residential unit (being part of the Development) at any time during which the occupier of the residential unit holds a Residents Parking Permit to park a vehicle in a Residents Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 or any amendment to it).

4.2.3 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.2.1 and 4.2.2 in this Agreement shall continue to have effect in perpetuity.

4.2.4 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 4.2.1 and 4.2.2 of this Agreement.

4.3 OCCUPATIONAL TENANCIES

4.3.2 Not to consent to any works pursuant to the Occupational Lease where such works would allow the Occupational Tenants to Implement the Planning Permission without such Occupational Tenants entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.3.3 Not to vary or allow any variation to the Occupational Leases which would allow the Occupational Tenants to Implement the Planning Permission without such Occupational Tenants entering into a Section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.3.4 Not to vary or allow any variation to any occupational leases or tenancy of the Property existing at the date hereof so as to grant rights to implement the Planning Permission without such lessee or tenant first entering into a section 106 agreement with the Council covenanting in identical terms to the terms of this Agreement.

4.7.4 Not to dispose of its interest in the Property to the Occupational Tenants at the Property without the Occupational Tenants first entering into a Section 106 Agreement with the Council covenanting in identical terms of this Agreement.

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 2024/1971/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.
- 5.5 If satisfied as to the compliance of the Owner in respect of any obligation in this Agreement the Council shall (if requested to do so in writing and subject to payment of a fee of £1,000 in respect of each such obligation) provide through its Borough Solicitor a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation and the Council must act reasonably with respect to the provision of any such certificate.
- 5.6 Submission of any plan for approval by the Council under the terms of this Agreement shall be made by the Owner to the Council sending the full document and

any appendices in electronic format (where practicable) to the Planning Obligations Monitoring Officer referring to the names dates and Parties to this Agreement and citing the specific clause of this Agreement to which such plan relates quoting the Planning Permission reference 2024/1971/P.

5.7 Payment of any contribution pursuant to Clause 4 of this Agreement shall be made by the Owner to the Council sending the full amount via electronic transfer (where practicable). The Owner shall notify the Planning Obligations Monitoring Officer that payment has been made referring to names date and Parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates quoting the planning reference 2024/1971/P. Electronic Transfer be made directly to National Westminster Bank of Hampstead Village, Enfield Customer Service Centre, PO Box 145 Baird Road Middlesex EN1 1FN quoting Sort Code 50-30-03 and London Borough of Camden General Account no. 24299480.

5.8 All consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

5.9 Any sums referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement shall be paid or applied TOGETHER WITH if such payment or application is made more than three months from the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the All Items of Retail Prices ("the AllIRP") figure last published by the Office for National Statistics at the date hereof is the denominator ("X") and the last AllIRP figure published before the date such payment or application is made ("Y") less the last published AllIRP figure at the date hereof ("X") is the numerator so that

$$A = B \frac{Y-X}{X}$$

5.10 All costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the Base Rate of the National Westminster Bank plc

from time to time being charged from the date such payment is due until payment is made.

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, Placeshaping Service, Urban Design and Development Team, 2nd Floor, 5 Pancras Square, London, N1C 4AJ and sent to planning obligations on PlanningObligations@camden.gov.uk quoting the planning reference number 2024/1971/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 and its monitoring fees 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 and the obligations in this deed with the exception of the sums mentioned in clause 6.3 shall cease if the Planning Permission expires, is varied or revoked or quashed following a successful legal challenge.
- 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.
- 7.2 The Parties agree that the obligations contained in this Agreement shall not be enforceable against any mortgagee or chargee of the whole or any part of the Property unless it takes possession of the Property in which case it will be bound by the obligations as a person deriving title from the Owner.

8. JOINT AND SEVERAL LIABILITY

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

9. **RIGHTS OF THIRD PARTIES**

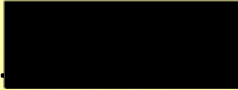
9.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

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)
DOME ASSETS LIMITED)
acting by a Director and its Secretary)
or by two Directors)
or by a Director and a Witness)



Director



~~Director/Secretary~~ Witness


Witness Name: *ALEXANDRA FLOREA*

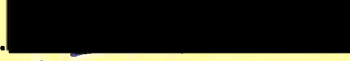
Address: *Flet 2 45 SUNNINGFELDS ROAD LONDON NW4 4RA*

Occupation: *Office Manager*

CONTINUATION OF S106 AGREEMENT IN RELATION TO
51-52 TOTTENHAM COURT ROAD, LONDON, W1T 2EH

EXECUTED AS A DEED BY
EUROBANK CYPRUS LTD)
acting by a ~~Director and its Secretary~~) EUROBANK CYPRUS LTD
or by two ~~Directors~~) *Authorised Signatories*

..... *Nasia Afentou* 
~~Director~~ *Authorised Signatory*

..... *antonis Nicolaidis* 
~~Director/Secretary/Witness~~ *Authorised Signatory*
Witness Name:

Address:

Occupation:

CONTINUATION OF S106 AGREEMENT IN RELATION TO
51-52 TOTTENHAM COURT ROAD, LONDON, W1T 2EH

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



.....
[Redacted Signature]
Authorised Signatory

JUDITH KNIGHT

THE FIRST SCHEDULE

Plan

51-52 Tottenham Court Road - 2024/1971/P



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THE SECOND SCHEDULE
Draft Planning Permission



Application ref: 2024/1971/P
Contact: Jaspreet Chana
Tel: 020 7974 1544
Date: 15 January 2025

Development Management
Regeneration and Planning
London Borough of Camden
Town Hall
Judd Street
London
WC1H 9JE

Phone: 020 7974 4444

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

Savills
33 Margaret Street
London
W1G 0JD

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:
51-52 Tottenham Court Road
London
W1T 2EQ

PROPOSAL
Proposal:

Change of use from office (E(g)(i)) to 3 No. residential dwellings (C3) on the 1st, 2nd and 3rd floors, with associated refuse and cycle storage and external alterations to involve increase in height of the existing ground floor extension and replacement of existing first floor rear extension, installation of new shopfront and amalgamation of retail units into a single ground floor retail unit.

Drawing Nos: Site Location Plan, Cover Letter 10 May 2024, GHA-XX-XX-DR-A-0001 Rev P02, GHA-XX-00-DR-A-0211 Rev P02, GHA-XX-01-DR-A-0212 Rev P02, GHA-XX-02-DR-A-0213 Rev P02, GHA-XX-03-DR-A-0214 Rev P02, GHA-XX-00-RF-DR-A-0215 Rev P02, GHA-XX-B1-DR-A-0210 Rev P02, GHA-XX-AA-DR-A-0230 Rev P02, GHA-XX-BB-DR-A-0231 Rev P02, GHA-XX-CC-DR-A-0232 Rev P02, GHA-XX-DD-DR-A-0233 Rev P02, GHA-XX-XX-DR-A-0250 Rev P02, GHA-XX-00-DR-A-0311 Rev P02, GHA-XX-01-DR-A-0312 Rev P02, GHA-XX-02-DR-A-0313 Rev P02, GHA-XX-03-DR-A-0314 Rev P02, GHA-XX-RF-DR-A-0313 Rev P02, GHA-XX-B1-DR-A-0310 Rev P02, GHA-XX-AA-DR-A-0330 Rev P02, GHA-XX-BB-DR-A-0331 Rev P02, GHA-XX-CC-DR-A-0332 Rev P02, GHA-XX-DD-DR-A-0333 Rev P02, GHA-XX-XX-DR-A-0350 Rev P02, GHA-XX-00-DR-A-2011 Rev P02, GHA-XX-01-DR-A-2012 Rev P04, GHA-XX-02-DR-A-2013 Rev P03, GHA-XX-03-DR-A-2014 Rev P03, GHA-XX-RF-DR-A-2015 Rev P03, GHA-XX-B1-DR-A-2010 Rev P02, GHA-XX-AA-DR-A-2030 Rev P02, GHA-XX-BB-DR-A-2031 Rev P02, GHA-XX-CC-DR-A-2032 Rev P02, GHA-XX-DD-DR-A-2033 Rev P02, GHA-XX-XX-DR-A-2050 Rev P02, Design and Access Statement April 2024, Marketing Letter July 2022, Marketing Report August 2022.

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

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

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

Condition(s) and Reason(s):

- 1 The development hereby permitted must be begun not later than the end of three years from the date of this permission.

Reason: In order to comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

- 2 The development hereby permitted shall be carried out in accordance with the following approved plans: Site Location Plan, Cover Letter 10 May 2024, GHA-XX-XX-DR-A-0001 Rev P02, GHA-XX-00-DR-A-0211 Rev P02, GHA-XX-01-DR-A-0212 Rev P02, GHA-XX-02-DR-A-0213 Rev P02, GHA-XX-03-DR-A-0214 Rev P02, GHA-XX-00-RF-DR-A-0215 Rev P02, GHA-XX-B1-DR-A-0210 Rev P02, GHA-XX-AA-DR-A-0230 Rev P02, GHA-XX-BB-DR-A-0231 Rev P02, GHA-XX-CC-DR-A-0232 Rev P02, GHA-XX-DD-DR-A-0233 Rev P02, GHA-XX-XX-DR-A-0250 Rev P02, GHA-XX-00-DR-A-0311 Rev P02, GHA-XX-01-DR-A-0312 Rev P02, GHA-XX-02-DR-A-0313 Rev P02, GHA-XX-03-DR-A-0314 Rev P02, GHA-XX-RF-DR-A-0313 Rev P02, GHA-XX-B1-DR-A-0310 Rev P02, GHA-XX-AA-DR-A-0330 Rev P02, GHA-XX-BB-DR-A-0331 Rev P02, GHA-XX-CC-DR-A-0332 Rev P02, GHA-XX-DD-DR-A-0333 Rev P02, GHA-XX-XX-DR-A-0350 Rev P02, GHA-XX-00-DR-A-2011 Rev P02, GHA-XX-01-DR-A-2012 Rev P04, GHA-XX-02-DR-A-2013 Rev P03, GHA-XX-03-DR-A-2014 Rev P03, GHA-XX-RF-DR-A-2015 Rev P03, GHA-XX-B1-DR-A-2010 Rev P02, GHA-XX-AA-DR-A-2030 Rev P02, GHA-XX-BB-DR-A-2031 Rev P02, GHA-XX-CC-DR-A-2032 Rev P02, GHA-XX-DD-DR-A-2033 Rev P02, GHA-XX-XX-DR-A-2050 Rev P02, Design and Access Statement April 2024, Marketing Letter July 2022, Marketing Report August 2022.

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

- 3 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 D1 and D2 of the London Borough of Camden Local Plan 2017.

- 4 Prior to the occupation of the development, full details of the proposed roof terrace on No.52 Tottenham Court Road shall be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the details thereby approved and permanently maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policy A1 of the London Borough of Camden Local Plan 2017.

- 5 The development hereby approved shall achieve a maximum internal water use of 105 litres/person/day, allowing 5 litres/person/day for external water use. Prior to occupation, evidence demonstrating that this has been achieved shall be submitted and approved by the Local Planning Authority.

Reason: To ensure the development contributes to minimising the need for further water infrastructure in an area of water stress in accordance with policies CC2 and CC3 of the London Borough of Camden Local Plan 2017.

- 6 The 4 cycle parking spaces shown on the ground floor plan in two tier racks shall be installed. The approved facility shall thereafter be provided in their entirety prior to the first occupation of any part of the development and permanently retained thereafter.

Reason: To ensure the development provides adequate cycle parking facilities in accordance with the requirements of policy T1 of the London Borough of Camden Local Plan 2017.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts that 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, Judd St, Kings Cross, London NW1 2QS (tel: 020-7974 6941).
- 2 This approval does not authorise the use of the public highway. Any requirement to use the public highway, such as for hoardings, temporary road closures and suspension of parking bays, will be subject to approval of relevant licence from the Council's Streetworks Authorisations & Compliance Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No 020 7974 4444). Licences and authorisations need to be sought in advance of proposed works. Where development is subject to a Construction Management Plan (through a requirement in a S106 agreement), no licence or authorisation will be granted until the Construction Management Plan is approved by the Council.
- 3 All works should be conducted in accordance with the Camden Minimum Requirements - a copy is available on the Council's website (search for 'Camden Minimum Requirements' at www.camden.gov.uk) or contact the Council's Noise and Licensing Enforcement Team, 5 Pancras Square c/o Town Hall, Judd Street London WC1H 9JE (Tel. No. 020 7974 4444)

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 must secure the approval of the Council's Noise and Licensing Enforcement Team prior to undertaking such activities outside these hours.

In dealing with the application, the Council has sought to work with the applicant in a positive and proactive way in accordance with paragraph 38 of the National Planning Policy Framework 2021.

You can find advice about your rights of appeal at:

<https://www.gov.uk/appeal-planning-decision>.

Yours faithfully

Supporting Communities Directorate