

DATED 01 November

2012

(1) OPAI INVESTMENTS LIMITED

and

(2) UNITED TRUST BANK 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  
39-41 GRAYS INN ROAD LONDON WC1X 8PP  
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 6007  
Fax: 020 7974 1920

CLS/COM/JL/1685.1754  
vFINAL



THIS AGREEMENT is made the 1 day of November 2012

**BETWEEN:**

1. **OPAI INVESTMENT LIMITED** (Co. Regn. No. 07616182) whose registered office is at Third Floor, 33 Lowndes Street, London SW1X 9HX (hereinafter called "the Owner") of the first part
2. **UNITED TRUST BANK LIMITED** (Co. Regn. No. 0549690) whose registered office is at 11<sup>th</sup> Floor, 80 Haymarket, London SW1Y 4TE (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 Numbers 293517 and 258962 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 30 March 2012 and the Council resolved to grant permission conditionally under reference number 2012/1670/P subject to the conclusion of this legal Agreement.
- 1.4 An application for conservation area consent for the Development of the Property was submitted to the Council and validated on 22 March 2012 and the Council resolved to grant permission conditionally under reference number 2012/3547/C.

1.5 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.

1.6 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 registered under Title Numbers 293517 and 258962 and dated 18 July 2012 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 | "Application for Conservation Area Consent" | an application for conservation area consent in respect of the Development of the Property submitted to the Council and validated on 22 March 2012 for which a resolution to grant permission has been passed conditionally under reference number 2012/3547/C subject to conclusion of this Agreement |
| 2.4 | "the Certificate of Practical Completion"   | the certificate issued by the Owner's contractor or architect or project manager certifying that the Development has been completed  |

- 2.5 "Conservation Area Consent" conservation area consent granted for the Development substantially in the draft form annexed hereto
- 2.6 "Construction Management Plan" a plan setting out the measures that the Owner will adopt in undertaking any demolition works to the Property and the construction of the Development using good site practices in accordance with the Council's Considerate Contractor Manual to ensure the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network including (but not limited to):-
- (i) a statement to be submitted to Council giving details of the environmental protection highways safety and community liaison measures proposed to be adopted by the Owner in order to mitigate and offset potential or likely effects and impacts arising from any demolition of the Property or structures on the Property and the building out of the Development;
  - (ii) incorporation of the provisions set out in the Schedule annexed hereto
  - (iii) proposals to ensure there are no adverse effects on the Conservation Area features
  - (iv) effects on the health and amenity of local residences site construction workers

local businesses and adjoining developments undergoing construction;

- (v) amelioration and monitoring measures over construction traffic including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements (if any);
- (vi) the inclusion of a waste management strategy for handling and disposing of construction waste; and
- (vii) identifying means of ensuring the provision of information to the Council and provision of a mechanism for monitoring and reviewing as required from time to time

2.7 "the Construction Phase"

the whole period between

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

and for the avoidance of doubt includes any demolition works to the Property

2.8 "the Council's Considerate Contractor Manual"

the document produced by the Council from time to time entitled "Guide for Contractors Working in Camden" relating to the good practice for developers engaged in building activities in the London Borough of Camden

## 2.9 "the Development"

(i) in relation to the Planning Permission; the erection of a fourth floor mansard extension to create 2 x two bedroom self contained flats (Class C3); erection of a 3 storey rear extension from first to fourth floor level to convert 4 x one bedroom and 1 x three bedroom self contained flats into 6 x two bedroom self contained flats (Class C3) and associated alterations to front elevation as shown on drawing numbers Site location Plan (0000 Rev A); 0001 Rev B; 0002 Rev B; 0003 Rev B; 0004 Rev B; 0005 Rev B; 0006 Rev B; 0007 Rev C; 0008 Rev C; 0009 Rev C; 0032 Rev A; 0011 Rev B; 0012 Rev B; 0013 Rev E; 0014 Rev E; 0015 Rev E; 0016 Rev E; 0017 Rev D; 0018 Rev F; 0019 Rev E; 0020 Rev F; 0021 Rev D; 0022 Rev D; 0023 Rev D; 0024 Rev D; 0025 Rev D; 0026 Rev C; 0027 Rev E; 0029 Rev D; 0030 Rev D; 0031 Rev A; Daylight and sunlight report prepared by GIA on 19/03/2012 (Ref 6349); Structural Report prepared by AWW Architects in conjunction with Waterman Structures on 10/05/2012; Design and Access Statement Prepared by AWW Architects on 08/2012; Internal daylight and sunlight report prepared by GIA on 05/2012; Single aspect apartments at 39-41 Grays Inn Road London prepared by AWW Architects on 01/05/2012.

(iii) In relation to the Conservation Area Consent: erection of a fourth floor mansard extension to create 2 x two bedroom self contained flats (Class C3); erection of a 3 storey rear extension from first to fourth floor level to convert 4 x one bedroom and 1 x three bedroom

self contained flats into 6 x two bedroom self contained flats (Class C3) and associated alterations to front elevation as shown on drawing numbers Site location Plan (0000 Rev A); 0030 Rev D; 0031 Rev A; Structural Report prepared by AWW Architects in conjunction with Waterman Structures on 10/05/2012

2.10 "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

2.11 "the Nominated Units"

means the three residential units on the third and fourth floors forming part of the Development the same as shaded in red on the drawing annexed hereto

2.12 "Occupation Date"

the first date when any part of the Development is occupied for the purposes permitted by the Planning Permission but not including occupation for the purposes of construction, fitting out or marketing and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.13 "the Parties"

mean the Council the Owner and the Mortgagee

2.14 "the Property"

the land known as 39-41 Gray's Inn Road, London WC1X 8PR 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

**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 and Conservation Area Consent 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 capped" housing in accordance with Clause 4.1 for all relevant purposes.

#### 4. **OBLIGATIONS OF THE OWNER**

##### 4.1 **CAR CAPPED**

4.1.1 The Owner hereby covenants with the Council to ensure that prior to occupying the Nominated Units forming part of the Development each new resident of the Nominated Units is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.

4.1.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.1.1 above will remain permanently.

4.1.3 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 4.1.1 of this Agreement.

##### 4.2 **CONSTRUCTION MANAGEMENT PLAN**

4.2.1 Prior to the Implementation Date to provide the Council for approval a draft Construction Management Plan.

- 4.2.2 Not to Implement nor allow Implementation of the Development until such time as the Council has approved the Construction Management Plan as demonstrated by written notice to that effect such approval not be unreasonably withheld
- 4.2.3 The Owner acknowledges and agrees that the Council will not approve the Construction Management Plan unless it demonstrates to the Council's reasonable satisfaction that the Construction Phase of the Development can be carried out safely and with minimal possible impact on and disturbance to the surrounding environment and highway network.
- 4.2.4 To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in strict accordance with the requirements of the Construction Management Plan and not to permit the carrying out of any works comprised in demolition or building out the Development at any time when the requirements of the Construction Management Plan are not being complied with and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any reasonable steps required to remedy such non-compliance.

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 2012/1690/P the date upon which the Development will be ready for Occupation.
- 5.3 The Owner and the Council shall act in good faith and shall each co-operate with the other 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 reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) other than

commercially sensitive or confidential documents 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 the payment of a fee of £1,000 in respect of each such obligation) provide through its Head of Legal Services a formal written certification of compliance, partial compliance or ongoing compliance (as and if appropriate) with the provisions of any such obligation.
- 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 planning reference 2012/1670/P.

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 2012/1670/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 by the Council.
- 6.3 The Owner agrees to pay the Council its proper and reasonable costs incurred in preparing this Agreement being the sum of £1704 (of which £950 shall be legal costs, £730 shall be the monitoring sum and £24 shall be Land Registry charges) 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 as soon as is practicable 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 Implementation 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. **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** )  
**OPAI INVESTMENTS LIMITED** )  
**acting by a Director and its Secretary** )  
**or by two Directors** )

.....  
**Director**

.....  
**Director/Secretary**

EXECUTED AS A DEED BY  
UNITED TRUST BANK 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:-

.....  
Authorized Signatory

Signed and sealed by United Trust Bank Limited  
as authorised signatory in the  
presence of two witnesses;

Authorized Signatory  
Name: Noel Meredith

Authorized Signatory  
Name: Andrew Strawn

Witness  
Name: Dan Anderson



## **THE SCHEDULE**

### **Construction Management Plan**

#### **Highway Measures**

A Construction Management Plan outlines how construction work will be carried out and how this work will be serviced (e.g. delivery of materials, set down and collection of skips), with the objective of minimising traffic disruption and avoiding dangerous situations and minimising the impact on local amenity. A Construction Management Plan should cover both demolition and construction phases of development. Details of the Construction Management Plan will relate to the scale and kind and location of the development and they should assess the impact on transport and on local amenity including road user amenity. Should any one of these criteria be considered not to be relevant, then specific justification, as to why that particular criterion is not relevant, will need to be provided. The Construction Management Plan should demonstrate that the following has been considered and where necessary the impacts mitigated:

*(Note the term 'vehicles' used here refers to all vehicles associated with the implementation of the development, e.g. demolition, site clearing, delivering of plant, material and construction, staff parking etc)*

- a) A brief description of the site, surrounding area and development proposals for which the Construction Management Plan applies.
- b) Proposed start and end dates for each phase of construction.
- c) The proposed working hours within which vehicles will arrive and depart.
- d) The access arrangements for vehicles.
- e) Proposed routes for vehicles between the site and the Transport for London Road Network (TLRN). Consideration should also be given to weight restrictions, low bridges and cumulative affects of construction on the highway. A map of the TLRN can be downloaded from the following site:-  
[http://www.tfl.gov.uk/assets/downloads/TFL\\_Base\\_Map\\_Master.pdf](http://www.tfl.gov.uk/assets/downloads/TFL_Base_Map_Master.pdf)
- f) Typical sizes of all vehicles and the approximate frequency and times of day when they will need access to the site, for each phase of construction.
- g) Swept path drawings for any tight manoeuvres on vehicle routes to the site.
- h) Details (including accurate scaled drawings) of any highway works necessary to enable construction to take place.



- i) Parking and loading arrangement of vehicles and delivery of materials and plant to the site.
- j) Details of proposed parking bays suspensions and temporary traffic management orders.
- k) Proposed overhang (if any) of the public highway (scaffolding, cranes etc.).
- l) Details of hoarding required or any other occupation of the public highway.
- m) Details of how pedestrian and cyclist safety will be maintained, including any proposed alternative routes (if necessary), and any Banksman arrangements.
- n) Details of how traffic associated with the Development will be managed in order to reduce congestion.
- o) Details of any other measures designed to reduce the impact of associated traffic (such as the use of construction material consolidation centres).
- p) Details of how any significant amounts of dirt or dust that may be spread onto the public highway will be cleaned or prevented.
- q) Details of consultation on a draft Construction Management Plan with local residents, business, local groups (e.g. residents/tenants and business associations) and Ward Councillors. Details should include who was consulted, how the consultation was conducted and the comments received in response to the consultation. In response to the comments received, the Construction Management Plan should then be amended where appropriate and where not appropriate a reason should be given why not. The revised Construction Management Plan should also include a list of all the comments received. You are advised to check your proposed approach to consultation with the Council before carrying it out.
- r) Details of any Construction Working Group that will be set up, addressing the concerns of surrounding residents, as well as contact details for the person responsible for community liaison on behalf of the developer, and how these contact details will be advertised to the community.
- s) Details of any schemes such as the "Considerate Contractors Scheme" that the project will be signed up to should form part of the consultation and be notified to the Council. Contractors will also be required to follow the "Guide for Contractors Working in Camden" also referred to as "Camden's Considerate Contractor's Manual"
- t) Details of other construction sites in the local area and how your Construction Management Plan takes into consideration the cumulative effects of construction local to your site.
- u) Any other relevant information with regard to traffic and transport.

- v) The Construction Management Plan should also include the following statement:

*"The agreed contents of the Construction Management Plan must be complied with unless otherwise agreed with the Council. The project manager shall work with the Council to review this Construction Management Plan if problems arise in relation to the construction of the Development. Any future revised plan must be approved by the Council and complied with thereafter."*

**It should be noted that any agreed Construction Management Plan does not prejudice further agreement that may be required for things such as road closures or hoarding licences**

Annex One

Draft Planning Permission and Draft Conservation Area Consent

Montagu Evans LLP  
6-12 Clarges Street  
LONDON  
W1J 8HB

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

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

Application Ref: **2012/1670/P**

18 October 2012

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:  
**39 - 41 Gray's Inn Road**  
**LONDON**  
**WC1X 8PR**

**DECISION**

Proposal:

Erection of a fourth floor mansard extension to create 2 x two bedroom self contained flats (Class C3); erection of a 3 storey rear extension from first to fourth floor level to convert 4 x one bedroom and 1 x three bedroom self contained flats into 6 x two bedroom self contained flats (Class C3) and associated alterations to front elevation.

Drawing Nos: Site location Plan (0000 Rev A); 0001 Rev B; 0002 Rev B; 0003 Rev B; 0004 Rev B; 0005 Rev B; 0006 Rev B; 0007 Rev C; 0008 Rev C; 0009 Rev C; 0032 Rev A; 0011 Rev B; 0012 Rev B; 0013 Rev E; 0014 Rev E; 0015 Rev E; 0016 Rev E; 0017 Rev D; 0018 Rev F; 0019 Rev E; 0020 Rev F; 0021 Rev D; 0022 Rev D; 0023 Rev D; 0024 Rev D; 0025 Rev D; 0026 Rev C; 0027 Rev E; 0029 Rev D; 0030 Rev D; 0031 Rev A; Daylight and sunlight report prepared by GIA on 19/03/2012 (Ref 6349); Structural Report prepared by AWW Architects in conjunction with Waterman Structures on 10/05/2012; Design and Access Statement Prepared by AWW Architects on 08/2012; Internal daylight and sunlight report prepared by GIA on 05/2012; Single aspect apartments at 39-41 Grays Inn Road London prepared by AWW Architects on 01/05/2012.

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 and DP25 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 Site location Plan (0000 Rev A); 0001 Rev B; 0002 Rev B; 0003 Rev B; 0004 Rev B; 0005 Rev B; 0006 Rev B; 0007 Rev C; 0008 Rev C; 0009 Rev C; 0032 Rev A; 0011 Rev B; 0012 Rev B; 0013 Rev E; 0014 Rev E; 0015 Rev E; 0016 Rev E; 0017 Rev D; 0018 Rev F; 0019 Rev E; 0020 Rev F; 0021 Rev D; 0022 Rev D; 0023 Rev D; 0024 Rev D; 0025 Rev D; 0026 Rev C; 0027 Rev E; 0029 Rev D; 0030 Rev D; 0031 Rev A; Daylight and sunlight report prepared by GIA on 19/03/2012 (Ref 6349); Structural Report prepared by AWW Architects in conjunction with Waterman Structures on 10/05/2012; Design and Access Statement Prepared by AWW Architects on 08/2012; Internal daylight and sunlight report prepared by GIA on 05/2012; Single aspect apartments at 39-41 Grays Inn Road London prepared by AWW Architects on 01/05/2012.

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

- 4 Detailed drawings, or samples of materials as appropriate, in respect of the following, shall be submitted to and approved in writing by the local planning authority before the relevant part of the work is begun:

a) Plan, elevation and section drawings of all new windows to the front elevation at a scale of 1:10 with typical glazing bar details at 1:1.

The relevant part of the works shall be carried out in accordance with the details thus approved and all approved samples shall be retained on site during the course of the

works.

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 5 Notwithstanding the details illustrated on drawing Nos. 0019 Rev E; 0020 Rev F and 0021 Rev D, the brick soldier courses above the windows are not hereby approved. Details shall be submitted to and approved in writing by the Council before the relevant part of the works beginning. The development should be carried out in accordance with the approval given.

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 and DP25 of the London Borough of Camden Local Development Framework Development Policies

- 6 A sample panel of the facing brickwork (including the brick arches above the windows) demonstrating the proposed colour, texture, face-bond and pointing shall be provided on site and approved in writing by the local planning authority before the relevant parts of the works are commenced and the development shall be carried out in accordance with the approval given. The approved 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 policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP24 and DP25 of the London Borough of Camden Local Development Framework Development Policies.

- 7 The lifetime homes features and facilities, as indicated on the drawings and documents hereby approved, namely Design and Access Statement Prepared by AWW Architects on 08/2012, shall be provided in their entirety prior to the first occupation of any of the new residential units and shall be permanently maintained and retained thereafter.

Reason: To ensure that the internal layout of the building is acceptable with regards to accessibility by future occupiers and their changing needs over time, in accordance with the requirements of policy CS6 of the London Borough of Camden Local Development Framework Core Strategy and policy DP6 of the London Borough of Camden Local Development Framework Development Policies.

- 8 Notwithstanding the details approved on the approved drawings, details of a scheme for obscure glazing, louvered/angled windows or other mitigation measures in the first and second floor rear windows shall be submitted to the Local Planning Authority for approval. The approved details shall be installed prior to the occupation of any of the residential units with rear windows at 1st/2nd floor level hereby permitted, and shall be permanently retained and maintained thereafter.

Reason: In order to prevent unreasonable overlooking of neighbouring premises in accordance with the requirements of policies CS1 (Distribution of growth) and CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

- 9 Before any of the new residential units are occupied, details of sound insulation measures for all of the new residential units shall be submitted to and approved in writing by the Local Planning Authority. The approved sound insulation measures shall be installed prior to occupation of any of the residential units, and retained and maintained thereafter.

Reason: To safeguard the future residential amenities of the occupiers of the building in accordance with the requirements of policies CS5 (Managing the impact of growth and development) of the London Borough of Camden Local Development Framework Core Strategy and policy DP26 (Managing the impact of development on occupiers and neighbours) of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Your proposals may be subject to control under the Building Regulations and/or the London Buildings Acts which cover aspects including fire and emergency escape, access and facilities for people with disabilities and sound insulation between dwellings. You are advised to consult the Council's Building Control Service, Camden Town Hall, Argyle Street WC1H 8EQ, (tel: 020-7974 2363).
- 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 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 marked for the attention of the Planning Obligations Officer, Sites Team, Camden Town Hall, Argyle Street, WC1H 8EQ

- 4 You are advised that this proposal will be liable for the Mayor of London's Community Infrastructure Levy (CIL) as the additional floorspace exceeds 100sqm GIA or one unit of residential accommodation. Based on the Mayor's CIL charging schedule and the information given on the plans, the charge is likely to be £13,300 (266sqm x £50). This amount is an estimate based on the information submitted in your planning application. The liable amount may be revised on the receipt of the Additional Information Requirement Form or other changing circumstances. This will be collected by Camden after the scheme is implemented and could be subject to surcharges for failure to assume liability, for failure to submit a commencement notice and/or for late payment, and subject to indexation in line with the construction costs index.

**DRAFT**

- 5 You are reminded that this decision only grants permission for permanent residential accommodation (Class C3). Any alternative use of the residential units for temporary accommodation, i.e. for periods of less than 90 days for tourist or short term lets etc, would constitute a material change of use and would require a further grant of planning permission.
- 6 Reasons for granting permission.

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy, with particular regard to policies CS5 (Managing the impact of growth and development); CS6 (Providing quality homes); CS10 (Supporting community facilities and services); CS11 (Promoting sustainable and efficient travel); CS13 Tackling climate change through promoting higher environmental standards); CS14 (Promoting high quality places and conserving our heritage); CS19 (Delivering and monitoring the Core Strategy) and the London Borough of Camden Local Development Framework Development Policies, with particular regard to policies DP2 (Making full use of Camden's capacity for housing); DP5 (Homes of different sizes); DP6 (Lifetimes homes and wheelchair housing); DP16 (The transport implications of development); DP17 (Walking, cycling and public transport); DP18 (Parking standards and limiting the availability of car parking); DP22 (Promoting sustainable design and construction); DP24 (Securing high quality design); DP25 (Conserving Camden's heritage); DP26 (Managing the impact of development on occupiers and neighbours). For a more detailed understanding of the reasons for the granting of this planning permission, please refer to the officers report.

- 7 Furthermore the partial demolition to the rear elevation and roof top of the existing buildings is considered acceptable. The designs of the rear and roof extensions are appropriate and would be constructed with quality materials which would ensure that the character and appearance of the conservation is both preserved and enhanced. The new and refurbished dwellings would (re)provide good quality accommodation for the benefit of future occupiers and would not harm the amenity



of neighbouring properties. Subject to the recommended planning conditions the proposal is considered to be compliant with policy.

Yours faithfully

Culture and Environment Directorate

**DRAFT**

**DECISION**

Montagu Evans LLP  
6-12 Clarges Street  
LONDON  
W1J 8HB

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

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

Application Ref: **2012/3547/C**  
Please ask for: **Gideon Whittingham**  
Telephone: 020 7974 **5180**

18 October 2012

Dear Sir/Madam

**DRAFT**  
DECISION

Planning (Listed Building and Conservation Areas) Act 1990  
Planning (Listed Buildings and Conservation Areas) Regulations 1990

### **Conservation Area Consent Granted**

Address:  
**39 - 41 Gray's Inn Road**  
**LONDON**  
**WC1X 8PR**

**DECISION**

Proposal:

Erection of a fourth floor mansard extension to create 2 x two bedroom self contained flats (Class C3); erection of a 3 storey rear extension from first to fourth floor level to convert 4 x one bedroom and 1 x three bedroom self contained flats into 6 x two bedroom self contained flats (Class C3) and associated alterations to front elevation.

Drawing Nos: Site location Plan (0000 Rev A); 0030 Rev D; 0031 Rev A; Structural Report prepared by AWW Architects in conjunction with Waterman Structures on 10/05/2012.

The Council has considered your application and decided to grant conservation area consent subject to the following condition(s):

Conditions and Reasons:

- 1 The works hereby permitted shall be begun not later than the end of three years from the date of this consent.

Reason: In order to comply with the provisions of Section 18 of the Planning (Listed Buildings and Conservation Areas) Act 1990.

- 2 The demolition hereby permitted shall not be undertaken before a contract for the carrying out of the works of redevelopment of the site has been made and full planning permission has been granted for the redevelopment for which the contract provides.

Reason: To protect the visual amenity of the area in accordance with the requirements of policy CS14 of the London Borough of Camden Local Development Framework Core Strategy and policy DP25 of the London Borough of Camden Local Development Framework Development Policies.

Informative(s):

- 1 Reasons for granting conservation area consent

The proposed development is in general accordance with the London Borough of Camden Local Development Framework Core Strategy with particular regard to policy CS14 and with the London Borough of Camden Local Development Framework Development Policies with particular regard to policy DP25. Furthermore the proposal accords with the specific policy requirements in respect of the following principle considerations: The partial demolition of the existing building which positively contributes to the Conservation Area is acceptable.

Your attention is drawn to the notes attached to this notice which tell you about your Rights of Appeal and other information.

Yours faithfully

**DECISION**

Culture and Environment Directorate  
(Duly authorised by the Council to sign this document)

Annex Two

Plan

39-41 Gray's Inn Road, London WC1X 8PP



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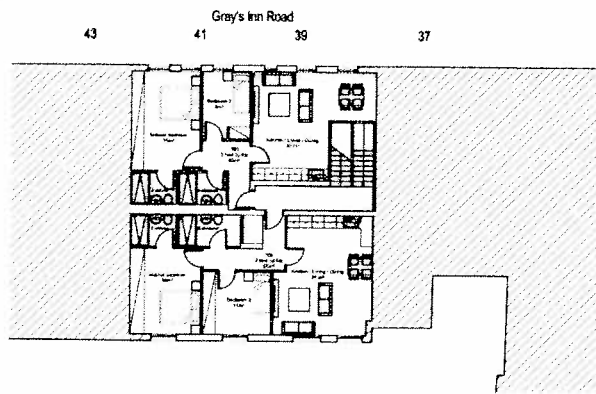
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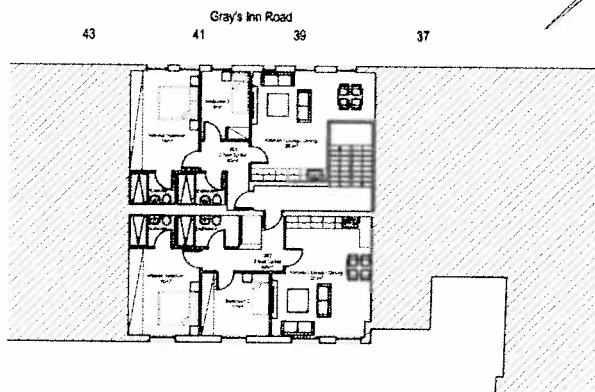
## Annex Three

### Nominated Units Drawing

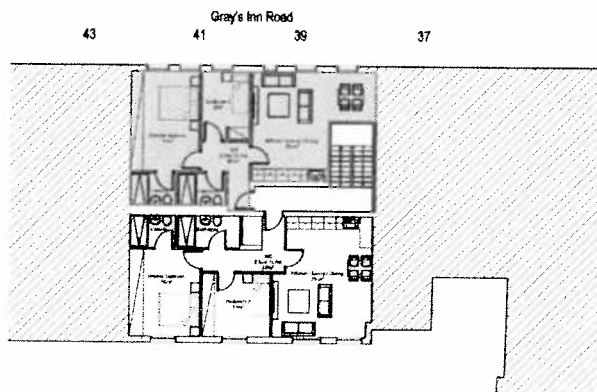
proposed first floor



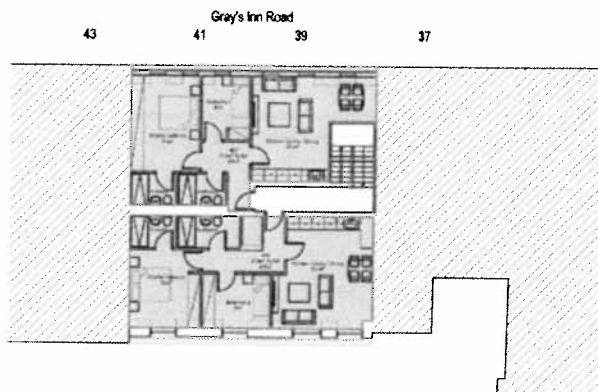
proposed second floor



proposed third floor



proposed fourth floor



*[Handwritten signature]*  
PJ.

