

DATED

31ST JULY

2015

(1) REGAL GI LIMITED

and

(2) TITLESTONE REAL ESTATE LIMITED

and

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

DEED OF VARIATION

Relating to the Agreement dated 10 October 2014
Between the Mayor and the Burgesses of the
London Borough of Camden,
Regal GI Limited and Titlestone Real Estate Limited
under section 106 of the Town and
Country Planning Act 1990 (as amended)
Relating to development at premises known as
277A GRAY'S INN ROAD LONDON WC1X 8QF

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

Tel: 020 7974 6007
Fax: 020 7974 2962

Legal/JL/1685.2892
DoV vFINAL

THIS DEED is made on the 31st day of July 2015

B E T W E E N:

1. **REGAL GI LIMITED** (Co. Regn. No. 8781286) whose registered office is at 4-5 Coleridge Gardens London NW6 3QH (hereinafter called "the Owner") of the first part
2. **TITLESTONE REAL ESTATE LIMITED** (Co. Regn. No 08721965) of 40 Gracechurch Street London EC3V 0BT (hereinafter called "the Mortgagee") of the second part
3. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the third part

WHEREAS:

- 1.1 The Council the Owner and the Mortgagee entered into the Existing Agreement pursuant to Section 106 of the Act in respect of the Original Planning Permission.
- 1.2 The Owner is registered at the Land Registry as the freehold proprietor of the Property with Title Absolute under title number NGL596399 subject to two charges to the Mortgagee dated 17 January 2014 and 8 January 2015.
- 1.3 The Owner has an interest in the Property for the purposes of Section 106(9) of the Act.
- 1.4 The Council is the local planning authority for the purposes of the Act 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 Deed.
- 1.5 A new planning application in respect of the Property and to amend the Original Planning Permission was submitted to the Council by the Owner and validated on 13 May 2015 for which the Council resolved to grant permission conditionally under reference 2015/2285/P subject to the conclusion of this Deed.

1.6 This Deed is made by virtue of Section 106A of the Act and is a planning obligation for the purposes of that section.

1.7 Without prejudice to the terms of the other covenants contained in the Existing Agreement the parties hereto have agreed to vary the terms of the Existing Agreement as hereinafter provided.

2. **INTERPRETATION**

2.1 All words and phrases defined in the Existing Agreement shall have the same meaning in this Deed save where the context otherwise dictates and for the avoidance of any doubt the Existing Agreement shall remain in full force and effect save as varied by this Deed.

2.2 If and to the extent that there is any inconsistency as between the Existing Agreement and this Deed then the provisions of this Deed shall prevail.

2.3 All reference in this Deed to clauses in the Existing Agreement are to clauses within the Existing Agreement.

2.4 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.

2.5 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not effect the construction of this Deed.

2.6 Unless the context otherwise requires references to the singular shall include the plural and vice versa.

2.7 References in this Deed to the Owner shall include its successors in title.

2.8 References in this Deed to the Mortgagee shall include any future mortgagees or chargees of the Property (or any part of it).

2.9 In this Deed the following expression shall unless the context otherwise states have the following meaning now allocated to it.

- 2.9.1 "Deed" this Deed of Variation made pursuant to Section 106A of the Act
- 2.9.2 "Existing Agreement" the Section 106 Agreement dated 10 October 2014 made between the Council the Owner and the Mortgagee
- 2.9.3 "the Original Planning Permission" means the planning permission granted by the Council on 10 October 2014 referenced 2014/4267/P

3. VARIATION TO THE EXISTING AGREEMENT

- 3.1 The following definitions contained in the Existing Agreement shall be varied as follows:-

"Development" the development permitted by planning permission ref 2014/4267/P dated 10 October 2014 (demolition of existing building and comprehensive mixed-use redevelopment of the site to provide 60 residential units (including 14 affordable flats) comprising: 56 units arranged around the new open space (seven x 2 storey houses plus lower-ground floor, 49 x flats in 3, 7 and 8 storey blocks plus lower-ground floor) and 4 flats in a 4 storey plus lower-ground building on St Chads Street, with ancillary basement gym; with offices at ground and lower-ground floor, café/gallery (Class A1/Class A3) at ground floor, together with cycle parking, access, landscaping, boundary treatments and associated works) with variation of Condition 2 to allow minor material amendment to increase building height as shown on the approved plans and drawings set out in the Planning Permission.

"Planning Permission" the planning permission for the Development granted by the Council in the form of the draft annexed hereto under reference number 2015/2285/P

"Planning Application" the application for Planning Permission in respect of the Property submitted to the Council and validated on 13 May 2015 for which a resolution to grant permission has been passed conditionally and given reference number 2015/2285/P

3.2 The following definitions shall be added to the Existing Agreement:-

"the Estate" the Birkenhead Estate, Birkenhead Street, London WC1H 8BP

"Plan 5" drawing number 8598/01 Rev C annexed hereto and labelled Plan 5

"the Tree Contribution" the sum of £4117 (four thousand one hundred and seventeen pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council in the event of receipt to complete the Tree Works

"the Tree Removal Works" works comprising the following:
(a) the felling of 5 (five) silver birch trees as shown on Plan 5;
(b) the felling of all fruit trees in the approximate location shown on Plan 5;
and
(c) the removal of the 2 (two) holly shrubs as shown on Plan 5

all such works to be subject to final measure and for the avoidance of doubt the Council in accepting the Tree Contribution does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

"the Tree Replacement Works"

the replacement of the trees on the Estate to a specification as set out in the costs estimate annexed hereto (or such other specification as may be agreed with the Owner) and in a location to be agreed with the Owner in writing all such works to be subject to final measure and for the avoidance of doubt the Council in accepting the Tree Contribution does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

"the Tree Works"

together the: (i) Tree Removal Works; and (ii) Tree Replacement Works

3.3 The following clause shall be added to the Existing Agreement:-

4.20 TREE WORKS

Subject to receiving the Council's consent to the Tree Works including its consent (where required) for the Tree Removal Works under section 211 of the Act the Owner covenants to do the following:

4.20.1 On or prior to the Implementation Date to pay to the Council the Tree Contribution in full.

4.20.2 Not to Implement or to allow Implementation until such time as the Council has received the Tree Contribution in full.

4.20.3 On completion of the Tree Works the Council shall provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council

in carrying out the Tree Works.

4.20.4 If the Certified Sum exceeds the Tree Contribution then the Owner shall within fourteen (14) days of the issuing of the said certificate pay to the Council the amount of the excess.

4.20.5 If the Certified Sum is less than the Tree Contribution then the Council shall within fourteen (14) days of the issuing of the said certificate pay to the Owner the amount of the unspent element of the Tree Contribution.

3.4 Clause 4.7.3 in the Existing Agreement shall be deleted and replaced with the following clause:-

4.7.3 Not to Occupy the Property or permit Occupation of the Property unless and until a post-completion review has been submitted to the Council confirming that the measures incorporated in the approved Energy Efficiency and Renewable Energy Plan have been incorporated into the Property. The Council's approval of the post-completion review shall then be secured no later than twelve (12) weeks following Occupation of the final building completed pursuant to the Planning Permission.

3.5 Clause 4.14.4 in the Existing Agreement shall be deleted and replaced with the following clause:-

4.14.4 Not to Occupy the Property or permit Occupation of the Property unless and until a post-completion review has been submitted to the Council confirming that the measures incorporated in the approved Sustainability Plan have been incorporated into the Property. The Council's approval of the post-completion review shall then be secured no later than twelve (12) weeks following Occupation of the final building completed pursuant to the Planning Permission.

3.6 Clause 6.9 in the Existing Agreement shall be deleted and replaced with the following clause:-

6.9 Subject to the provisions of paragraph (i) – (iii) below the restrictions contained in Clause 4.1 hereof shall not be binding upon a mortgagee or

chargee ("the Chargee") of the Registered Provider of the Affordable Housing Units nor any receiver (including an administrative receiver) appointed by such Chargee or on any person deriving title from such Chargee or receiver in possession PROVIDED THAT the following conditions have been satisfied:

- i) In the event of the Registered Provider entering into liquidation or having a receiver or administrative receiver appointed or such steps are taken or legal proceedings are initiated for its winding up or defaults on any other terms of the mortgage or charge so that the Chargee exercises its power of sale then any Chargee of the Affordable Housing Units or any such receiver or administrative receiver shall give notice to the Council of its intention to dispose ("the Default Notice").
- ii) In the event of receipt of a Default Notice the Council shall be at liberty for a period of three calendar months from receipt of the Default Notice ("the Specified Period") to seek to identify another Registered Provider to agree to take a transfer of the Affordable Housing Units and the Council shall give due recognition to the interests of the Chargee to recover any outstanding monies due to the Chargee under the charge or mortgage.
- iii) If the Council having failed to locate another Registered Provider ready able and willing to take a transfer of the Affordable Housing Units within the Specified Period then should the Chargee or any such receiver or administrative receiver take possession of the Affordable Housing Units as appropriate otherwise enforce its security in relation to the same at any time thereafter then the Specified Period shall be deemed to have elapsed and the obligations of any Chargee and the terms of this Agreement shall be determined in relation to the Affordable Housing Units and shall cease to bind the Affordable Housing Units ALWAYS PROVIDED that any person claiming title from a Chargee, receiver or administrative receiver who has obtained title to the Affordable Housing Units after the procedure set out in this sub Clause has been followed shall not be bound by the restrictions contained in Clause 4.1 hereof as will any person deriving title therefrom.

3.7 Clause 7.3 in the Existing Agreement shall be deleted and replaced with the following clause:-

7.3 The Council shall use reasonable endeavours to liaise with the Owner's project manager for the Development (should the Owner's project manager contact the Council) to establish a programme that aims to complete the Tree Removal Works as soon as possible following receipt of the Tree Contribution and to complete the Tree Works and the Highways Works prior to Occupation of the Development and the Council shall use its reasonable endeavours to achieve that aim.

3.8 All references in Clause 5 and Clause 6 of the Existing Agreement to "Planning Permission reference 2014/4267/P" shall be deleted and replaced with "Planning Permission reference 2015/2285/P".

3.9 The draft planning permission reference 2015/2285/P annexed to this Deed shall be treated as annexed to the Existing Agreement.

4 PAYMENT OF THE COUNCIL'S LEGAL COSTS

4.1 The Owner agrees to pay the Council (on or prior to completion of this Deed) its reasonable legal costs incurred in preparing this Deed

5. REGISTRATION AS LOCAL LAND CHARGE

5.1 This Deed shall be registered as a Local Land Charge

6 COMMENCEMENT

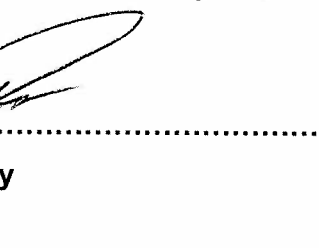
6.1 Without prejudice to the effect of Clause 3.5 in the Existing Agreement the provisions in clause 3.1, 3.8 and 3.9 of this Deed shall take effect on the Implementation of the Planning Permission referenced 2015/2285/P.

IN WITNESS WHEREOF the Council and the Owner has caused their respective Common
Seals to be affixed and the Mortgagee has caused this Deed to be executed as a Deed the
day and year first above written.

EXECUTED AS A DEED BY)
REGAL GI LIMITED)
acting by a Director and its Secretary)
or by two Directors)


.....


Director

.....



Director/Secretary

EXECUTED AS A DEED BY)
TITLESTONE REAL ESTATE LIMITED)
by)
in the presence of:-)

.....


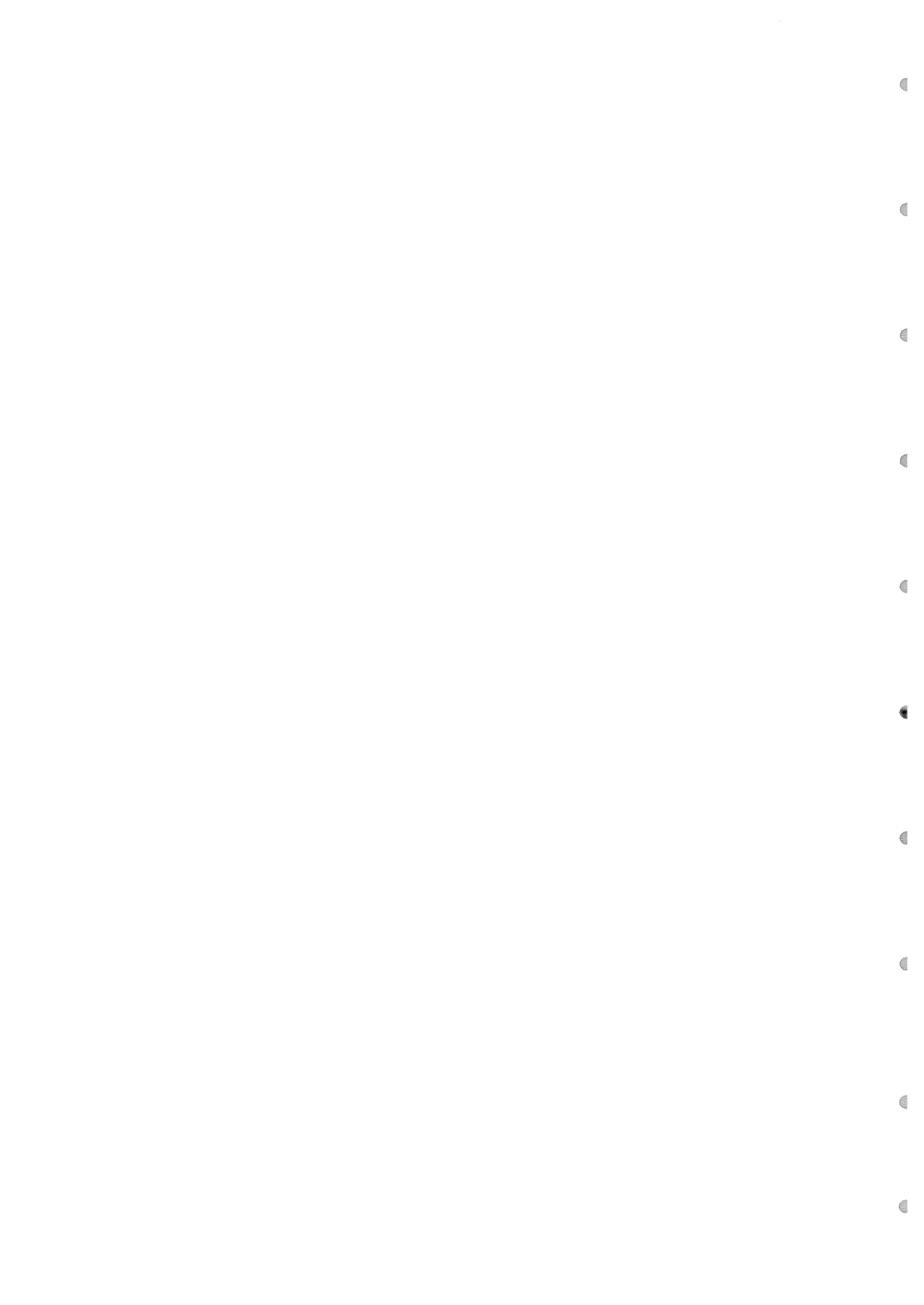
ROBERT ORR

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

.....


Authorised Signatory





Iceni Projects
Flitcroft House
114-116 Charing Cross Road
London
WC2H 0JR

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

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

Application Ref: **2015/2285/P**

30 July 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:
277A Gray's Inn Road
London
WC1X 8QF

DECISION
Proposal:
Variation of Condition 2 of planning permission 2014/4267/P, dated 10 October 2014 (demolition of existing building and comprehensive mixed-use redevelopment of the site to provide 60 residential units (including 14 affordable flats) comprising: 56 units arranged around the new open space (seven x 2 storey houses plus lower-ground floor, 49 x flats in 3, 7 and 8 storey blocks plus lower-ground floor) and 4 flats in a 4 storey plus lower-ground building on St Chads Street, with ancillary basement gym; with offices at ground and lower-ground floor, café/gallery (Class A1/Class A3) at ground floor, together with cycle parking, access, landscaping, boundary treatments and associated works) to allow minor material amendment to increase building height.

Drawing Nos: Drawing Nos: Replacement
1301A, 1302B, 1303B, 1304B, 1305B, 1306B, 1401C, 1402A, 1403A, 1404C, 1405C, 1406D, 1501A, 1502A, 1503A, 1504A, 1505A, 1506B and 1508B.

Drawing Nos: Superseded
1301, 1302A, 1303A, 1304A, 1305A, 1306A, 1401B, 1402, 1403, 1404A, 1405A, 1406A, 1501, 1502, 1503, 1504, 1505, 1506A and 1508A.

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 Condition 2 of the planning permission granted on 10/10/14 under reference number 2013/4678/P shall be replaced by the following condition:

REPLACEMENT CONDITION 2

The development hereby permitted shall be carried out in accordance with the following approved plans and drawings approved subsequently by the local planning authority pursuant to conditions on this decision notice:

Drawings:

Prefix 126- 0100, 0200, 0201, 0202, 0301, 0302, 0303, 0401, 0402, 0403, 0404, 0900, 0901, 0902, 0903, 0904, 1101, 1200A, 1201A, 1202B, 1203B, 1204B, 1205B, 1206A, 1207B, 1208B, 1209, 1301A, 1302B, 1303B, 1304B, 1305B, 1306B, 1401C, 1402A, 1403A, 1404C, 1405C, 1406D, 1501A, 1502A, 1503A, 1504A, 1505A, 1506B, 1507, 1508B, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1621, 1622, Landscape hardworks 055-055_300A, Landscape softworks 055-055_300A and 1_529-SK-150622-Level Changes.

Supporting documents:

Daylight/Sunlight Assessment, by GVA Schatunowski Brooks June 2014; Letter from Ian Absolon (GVA Schatunowski Brooks) dated 18th August 2014 re Sunlight/Daylight with accompanying sheet 'Job 13 - Amenity results new wall height'; Design and Access Statement, prepared by Material Architects; Letter from Andy Robertson (Peter Brett Associates) 26th June 2014 re Flood risk assessment with associated appendices. Letter from J W S Mayes (Spencer Mayes) dated 27th August 2014 re SUDs proposal; Heritage Statement June 2014 by KM Heritage; Landscape Design Statement Revision A 15th August 2014 by Tyrens-Mesh Partnerships; Marketing Report by Gerald Eve LLP ref Shay/AD/G6215; Transport Statement June 2014 by Icen Projects; Energy Statement by Environ June 2014 refUK11-19893; Sustainability Statement by Environ June 2014 refUK11-19893; Code for Sustainable Homes and BREEAM Pre-assessment by Environ June 2014 refUK11-19893; Ecological Assessment by Environ June 2014 UK1119893; Air Quality Assessment by Environ June 2014 ref UK11-19893; Noise Assessment by Sharps Redmore, No 1414511 (dated 26th June 2014); Basement Impact Assessment Rev 02 by Pringeur James; Phase 1 Desk stop study report (ref. 12138)

by Herts & Essex Site investigations; Mechanical and Electrical Services Report Planning Issue Rev01 by Spencer Mayes.

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

Informative(s):

- 1 Condition 2 of planning permission 2014/4678/P (demolition of existing building and comprehensive mixed-use redevelopment of the site to provide 60 residential units (including 14 affordable flats) comprising: 56 units arranged around the new open space (seven x 2 storey houses plus lower-ground floor, 49 x flats in 3, 7 and 8 storey blocks plus lower-ground floor) and 4 flats in a 4 storey plus lower-ground building on St Chads Street, with ancillary basement gym; with offices at ground and lower-ground floor, café/gallery (Class A1/Class A3) at ground floor, together with cycle parking, access, landscaping, boundary treatments and associated works), granted on 10/10/14, outlines the approved drawings that the development permitted should be carried out in accordance with.

This application seeks amendments to the approved plans to allow increases in the height of the approved development of between 0.28 metres (Block D) and 1 metre (Block A). The height changes would vary along the length of the approved buildings as the ground levels change as shown on the drawings submitted.

The amendments do not alter the development significantly from what was described within planning permission 2014/4678/P and do not conflict with any conditions of the permission. Furthermore, the amendments do not change the approved uses nor do they introduce any additional residential units within the development. There is no significant increase in overall floorspace within the proposed development.

The proposed amendments are in relative terms considered to be minor material and would have a negligible impact on amenity including sunlight/daylight, neighbour outlook and neighbour and street scape views. The overall design concept, including its appearance and nature, would remain unchanged.

In determining this application, the changes would result in a scheme whose scale and nature would not be substantially different from the scheme approved. It should also be noted that there have been no relevant changes in national and development plan policies, and other material considerations, since the original application was approved in October 2014.

1 response of support and 2 objections have been received prior to making this decision. The sites planning history has been taken into account when coming to this decision.

The details submitted have been assessed in relation to the approved scheme, the site and its surroundings. The full impact of the proposed development has already been assessed by virtue of the previous approval granted on 10/10/14 under

reference 2014/4678/P. In the context of the permitted scheme, it is considered that the proposed amendments are minor and constitute a minor-material amendment to the development. The amendments raise no new land use issues, significant townscape, amenity, transport or environmental impacts.

- 2 You are advised that this decision relates only to the changes highlighted on the plans and/or set out in the description and on the application form and shall only be read in the context of the substantive permission granted on 10/10/14 under reference 2014/4678/P and is bound by all the conditions and obligations attached to that permission.

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

DECISION

Note
The original of this drawing was produced in colour - a monochrome copy should not be relied upon

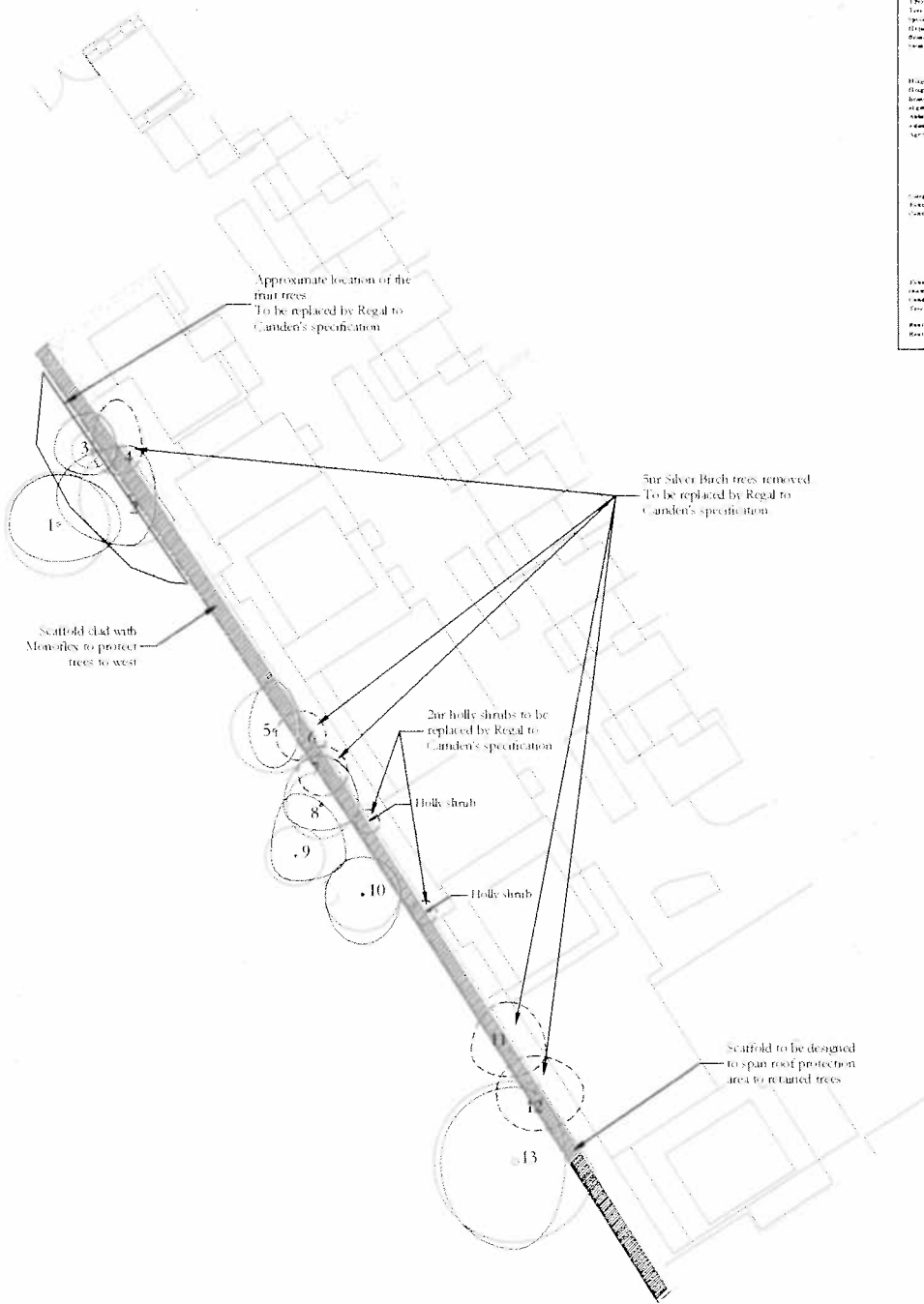


PLANS 5

WORKS OF TREES AT BROMHOODS ESTATE

Tree No.	Species	DBH	Height	Condition	Location	Proposed Work	Date of Work	Contractor	Tree Protection Area (TPA)	
									Radius (m)	Area (sq m)
1	Silver Birch	150	15	Good	...	Remove	...	...	...
2	Holly	100	10	Good	...	Retain	...	...	...
3	Holly	100	10	Good	...	Retain	...	...	...
4	Holly	100	10	Good	...	Retain	...	...	...
5	Holly	100	10	Good	...	Retain	...	...	...
6	Holly	100	10	Good	...	Retain	...	...	...
7	Holly	100	10	Good	...	Retain	...	...	...
8	Holly	100	10	Good	...	Retain	...	...	...
9	Holly	100	10	Good	...	Retain	...	...	...
10	Holly	100	10	Good	...	Retain	...	...	...
11	Holly	100	10	Good	...	Retain	...	...	...
12	Holly	100	10	Good	...	Retain	...	...	...
13	Holly	100	10	Good	...	Retain	...	...	...

Tree No.	Species	DBH	Height	Condition	Location	Proposed Work	Date of Work	Contractor
1	Silver Birch	150	15	Good	...	Remove	...	...
2	Holly	100	10	Good	...	Retain	...	...
3	Holly	100	10	Good	...	Retain	...	...
4	Holly	100	10	Good	...	Retain	...	...
5	Holly	100	10	Good	...	Retain	...	...
6	Holly	100	10	Good	...	Retain	...	...
7	Holly	100	10	Good	...	Retain	...	...
8	Holly	100	10	Good	...	Retain	...	...
9	Holly	100	10	Good	...	Retain	...	...
10	Holly	100	10	Good	...	Retain	...	...
11	Holly	100	10	Good	...	Retain	...	...
12	Holly	100	10	Good	...	Retain	...	...
13	Holly	100	10	Good	...	Retain	...	...



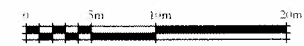
Key

- Existing site boundary
- Proposed structure
- Trees retained
- Trees removed
- Scaffold with Monoflex
- 2m high tree trunked boundary
- Root Protection Area (RPA)

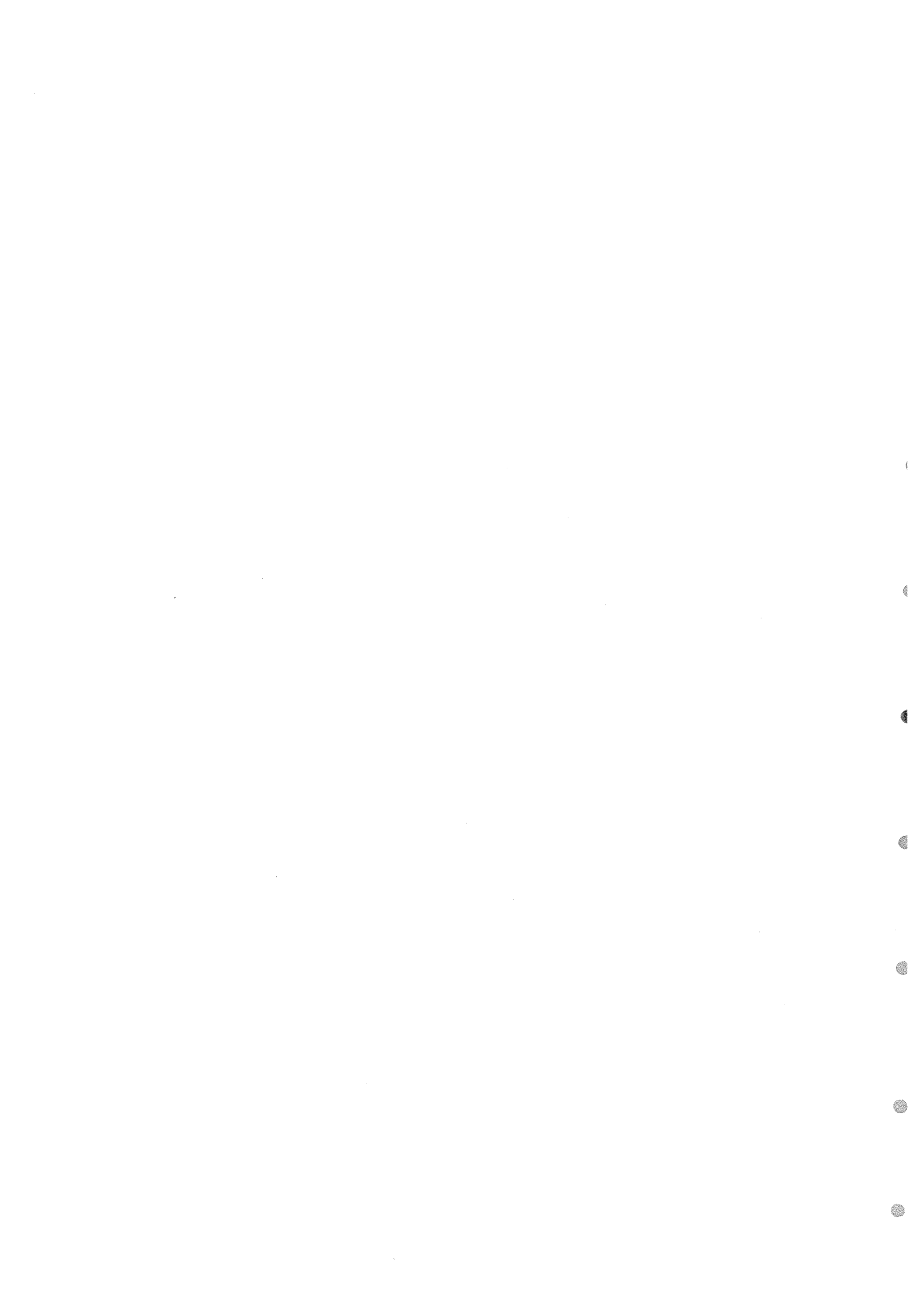
Rev C 27.01.15 jtk
Updated to reflect LB of Camden tree officer comments.

Rev B 16.12.14 jtk
Updated to reflect discussion with LB of Camden.

Rev A 03.10.14 jtk
Adjustments to tree works and new tree planting proposed



Regal Homes	
PROJECT: 27th Gray Inn Road, London	
TITLE: Tree Protection Plan	
DRAWING NUMBER: 8598/01 Rev C	
OWNER: Project Services	
DATE: 03/10/14	SCALE: 1:200 (A4)
DRAWN BY: MB	CHECKED BY: JTB
IAN KEEN CONSULTING ARBORICULTURIST 100, The Green, London, SE17 1JG Tel: 020 7473 3333 www.iankeen.co.uk	



COSTS ESTIMATE

277a Gray's Inn Road tree and landscape works and replacement costs

Tree removals

	Each	No.	Total
Small fell and remove stump	79.03	3	237.09
Medium fell and remove stump	158.07	2	316.14
Admin fee charged by Tree Section @20% of works	110.64	1	110.64
			663.87

Tree replacements

	Each	No.	Total
Silver birch 16/18cm girth, 100lt pot	140.00	4	560.00
Planting cost	101.16	4	404.64
Watering for 1 year (14 visits)	79.10	4	316.40
Protective guard	39.52	4	158.08
			1439.12

Fruit garden replacements

	Each	No.	Total
Supply 10x soft fruit bushes, 4 x espalier apple trees (Malus domesica "Granny Smith", Lobo, Aurora Golden Gala and Red Delicious. Gooseberry "Invicta", Blackcurrant "Ben Hope", Redcurrant "Rovada"			14 382.85
Compost	10.00	3	30.00
Manure		1	128.7
Labour per hour	20.55	14	287.7
			829.25

Shrubs and climber replacements

	Each	No.	Total
Hedera helix "Goldenheart", Cornus sanguinea "Midwinter Fire", Fushia magellanica "Verisicolor", Hebe "Sapphire", Mahonia x wagneri "Pinnacle", Spiraea thunbergii			35 243.62
Compost		10	50
Labour per hour	20.5	10	205
			498.62

Tree removals

663.87

Tree replacements

1439.12

Fruit garden replacements

829.25

Shrubs and climber replacements

498.62

SUB TOTAL ex VAT

3430.86

VAT

686.172

TOTAL

4117.032





DATED

31ST JULY

2015

(1) REGAL GI LIMITED

and

(2) TITLESTONE REAL ESTATE LIMITED

and

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

DEED OF VARIATION

Relating to the Agreement dated 10 October 2014
Between the Mayor and the Burgesses of the
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Regal GI Limited and Titlestone Real Estate Limited
under section 106 of the Town and
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Relating to development at premises known as
277A GRAY'S INN ROAD LONDON WC1X 8QF

Andrew Maughan
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