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**STATUTORY DECLARATION OF  
JOSEPH MANSOUR**

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relating to 177 Shaftesbury Avenue  
London WC2H 8JR



Flint Buildings  
1 Bedding Lane  
Norwich  
Norfolk  
NR3 1RG  
Tel: 01603 762103  
Fax: 01603 762104

I, JOSEPH MANSOUR, aged 35, of Flat 11, 27 Cranley Gardens, London, SW7 3BD do solemnly and sincerely declare that:

### **Introduction**

- 1 I am currently a director of, inter alia, 177 Shaftesbury Avenue Limited. I have held this role since the company's incorporation on 11 September 2014 and this involves implementing residential planning consents, financial appraisals and accounts, dealing with agents, obtaining bank finance and regulatory matters.
- 2 177 Shaftesbury Avenue Limited is the owner of a long lease of 999 years (commencing 29 July 2004) over the ground and first floor of 177 Shaftesbury Avenue, London, WC2H 8AN ("the Property") under title number NGL838250. The interest was acquired in October 2014.
- 3 177 Shaftesbury Avenue Limited is also the company that shall deliver the redevelopment of the Property.

### **Implementation of the planning permission**

- 4 Planning permission was granted on 16 February 2015 for the redevelopment of the Property under reference 2012/2774/P ("the Permission").
- 5 The redevelopment involves the "*change of use of first floor level from offices (Class B1a) to six self-contained residential units (Class C3) comprising of 2 x 2 bedroom and 4 x 1 bedroom flats plus associated internal and external alterations to include a new ground level louvred, bin store door.*"
- 6 177 Shaftesbury Avenue Limited has received a letter from the London Borough of Camden confirming that condition 5 of the Permission has been discharged. I exhibit a copy of this letter at exhibit **JM1**.
- 7 On 23 May 2016 works were commenced at the Property which comprised an internal strip out of the first floor level of the Property and the demolition of internal works ("the Works").
- 8 The Works are the first stage in the redevelopment of the Property pursuant to the Permission. At exhibit **JM2** I exhibit a number of site photographs of the Property taken following the carrying out of the Works.

9 At exhibit **JM3** I exhibit a Letter of Intent to Mayfield Construction Limited confirming the intention of 177 Shaftesbury Avenue Limited to enter into a design and build contract.

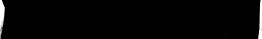
**AND I MAKE THIS DECLARATION** conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835

 Joseph Mansour

Declared at

on *30<sup>th</sup> June* 2016

before me 

Signed.....

A commissioner of oaths/solicitor empowered to administer oaths

Lisa Tang LLB (Hons)  
SOLICITOR  
Messrs David Tang & Co  
Suite 8, Nassau House  
122 Shaftesbury Avenue  
London W1D 5ER  
Tel: +44 (0)20 7439 4675

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EXHIBIT JM1

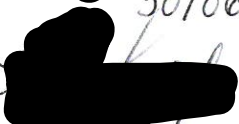
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This is the exhibit "JM1" referred to in the Statutory Declaration of Joseph Mansour

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30/06/2016





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

Tel 020 7974 4444  
Textlink 020 7974 6866

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

Michelle Geddes  
177 Shaftesbury Avenue Limited  
177 Shaftesbury Avenue  
London, WC2H 8JR

Application Ref: **2015/3022/P**  
Please ask for: **Hugh Miller**  
Telephone: 020 7974 2624

13 April 2016

Dear Sir/Madam

## **DECISION**

Town and Country Planning Act 1990 (as amended)

### **Approval of Details Granted**

Address:  
**167-177 Shaftesbury Avenue**  
**London**  
**WC2H 8JB**

Proposal: Discharge of condition 5 (Construction Management Statement) granted under reference 2012/2774/P dated 16/02/15; change of from offices to self-contained residential flats.

Drawing Nos: Location Plan; Revised Construction Management Statement dated 18/08/2015; Access and deliveries plan - EE00; Window removed -1st Floor plan EE02; Site Access deliveries PP01; Window removed - Elevation PP03.

The Council has considered your application and decided to approve the details.

#### Informative(s):

1 Reasons for approval:

Discharge of condition 5 (Construction Management Statement/ CMP) granted under reference 2012/2774/P dated 16/02/15; change of from offices to self-contained residential flats.



The applicant has submitted revised details following concerns raised by officers. This has been assessed by Transport Planners who are satisfied that the approved scheme can be implemented with minimal impact on local residents, pedestrians and businesses.

1x written representation was received; and it raised no objection provided on-site details are displayed to facilitate communications between the applicant, the public and local residents. Development sites are generally required to display contact details and this site is no exception. The full impact of the proposed development has already been assessed. The site's planning history and relevant decisions were taken into account when coming to this decision.

As such, the proposed development is in general accordance with policies CS5 and CS14 of the London Borough of Camden Local Development Framework Core Strategy, and policies DP21, DP24, DP26 and DP28 of the London Borough of Camden Local Development Framework Development Policies.

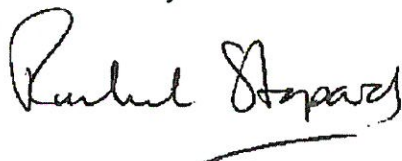
- 2 You are reminded that condition 7 (Details of mechanical and passive ventilation systems, double glazed windows and secondary glazing) of planning permission granted on 16/02/2015 (reference 2012/2774/P) remain outstanding and require details to be submitted for consideration and approved.

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.

You can find advice about your rights of appeal at:

<http://www.planningportal.gov.uk/planning/appeals/guidance/guidancecontent>

Yours faithfully

A handwritten signature in black ink, appearing to read 'Rachel Stopard', with a horizontal line underneath.

Rachel Stopard  
Director of Culture & Environment

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EXHIBIT JM2

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This is the exhibit "JM2" referred to in the Statutory Declaration of Joseph Mansour

  
30/06/2016



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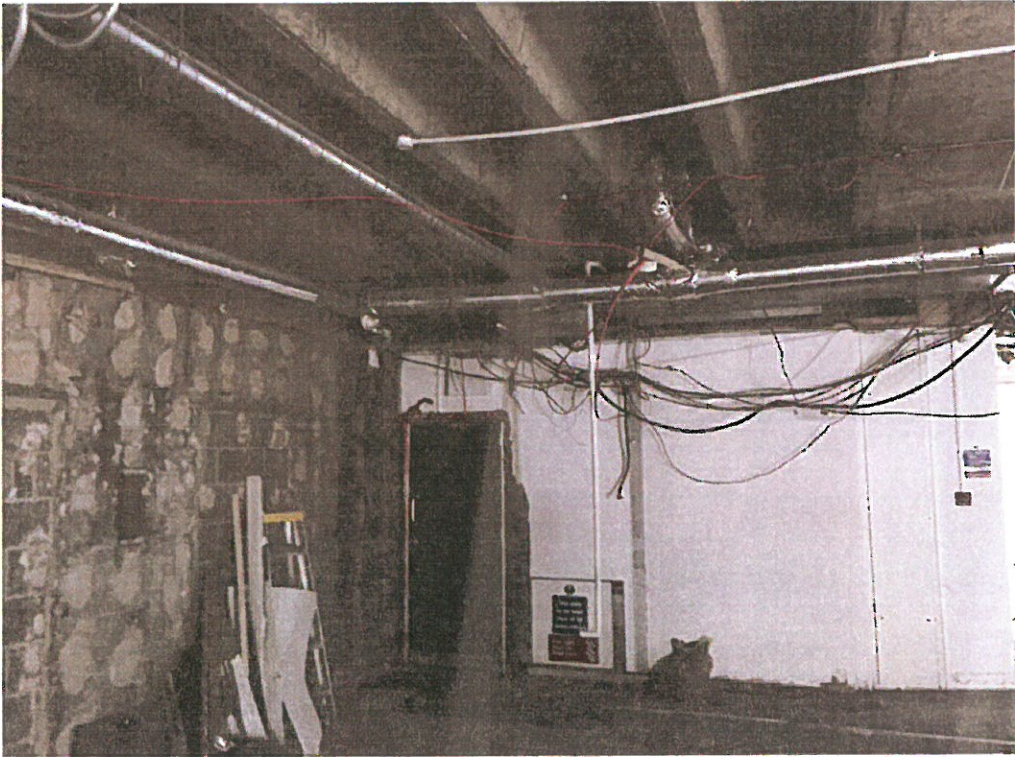


177 Shaftesbury Avenue – Site Photos





177 Shaftesbury Avenue – Site Photos





177 Shaffesbury Avenue – Site Photos





177 Shaffesbury Avenue – Site Photos




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EXHIBIT JM3

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This is the exhibit "JM3" referred to in the Statutory Declaration of Joseph Mansour



30/06/2016

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122 Shaftesbury Avenue  
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**177 Shaftesbury Avenue Limited  
177 Shaftesbury Avenue  
London, WC2H 8JR**

Mayfield Construction Limited  
25 New Compton Street  
London, WC2H 8DS

9 May 2016

Dear Sirs,

**Construction Work to 1<sup>st</sup> Floor Premises at 177 Shaftesbury Avenue, London, WC2H**

We confirm that, subject to the negotiation and agreement on the matters which remain outstanding, it is our intention to enter into a design and build contract with you, utilising the JCT Design and Build form of contract, 2011 Edition, as amended by a Schedule of Amendments to be agreed between us (the 'Contract'). Such Contract to be executed as a deed.

We confirm that the target contract sum will be **£540,000.00**.

We hereby authorise you to take all necessary action to enable a start on site within 1 week, namely by 23 May 2016, with the completion date to be agreed, although estimated to be 24 weeks thereafter.

We have the right to revoke this instruction at any time by five clear days' notice in writing to you.

Each of us shall have the right to refer any disputes arising under these arrangements to adjudication in accordance with the TeCSA Adjudication Rules.

We shall be under no obligation to you either as to the making of any further payment, or as to any other matter, until agreement and execution of the Contract and of all bonds, guarantees and other documents required by the Contract.

In the event that the intended Contract is concluded, then that Contract shall apply retrospectively in place of these arrangements, and payments made under the arrangements will be treated as on account of our payment obligations thereunder.

You hereby grant us irrevocable, royalty-free license (and such license shall carry the right to grant sub-licenses) to use and reproduce all drawings, plans, specifications, records, calculations and all other documents and all revisions of, and additions to, such documents and the designs contained in them, prepared or to be prepared by or on your behalf pursuant to this instruction in respect to this instruction in respect of the Works ('Documents') for all purposes relating to the works including (without limitation) the alteration, modification, extension, repair, use, letting and future sale of the properties comprised in the works or any part thereof.



If this instruction is revoked or otherwise terminated, then;


- (a) the terms of this letter shall apply to the whole of the works which you carry out under this instruction.
- (b) we shall reimburse you for your costs properly incurred in implementing this instruction up to the maximum referred to above. We shall owe you no further compensation either in respect of any work that you have performed or in respect of the termination of this instruction. In particular you shall have no claim against us for breach of contract, loss of project, loss of expectation or otherwise arising from a failure to enter into the Contract;
- (c) on revocation or termination of this instruction you shall;
  - (i) deliver to us all survey reports and other documents prepared in relation to the Works by you or by sub-contractors or consultants on your behalf; and,
  - (ii) consult us with regard to the action which you shall take for the fulfilment or cancellation of order and shall supply to us all invoices and other documents relating to orders made or intended to be made. If so required by us, you shall assign to us or our nominees, the benefit of any or all contracts entered into with sub-contractors, consultants and suppliers.

The signatories to this letter expressly agree that save in respect of the interest of our Lender, nothing in this letter confers or purports to confer on any person not a party to this letter any benefit or any right to enforce any term of this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999 (as amended from time to time). For the avoidance of doubt the parties to this letter are those named as parties and who have signed this Agreement including their successors in title.

Please sign and return the enclosed copy of this letter as acknowledgement of your agreement to the above.

Yours faithfully,

  
**Joseph Mansour**  
On behalf of 177 Shaftsbury Avenue Limited

  
**Signed in acceptance on behalf of Mayfield Construction Limited**

Name: M FINCHAM  
Position: CONSTRUCTION MANAGER  
Date: 9/5/16