

DATED 1 DECEMBER

2006

(1) AL-AHRAM INVESTMENT COMPANY SA

and

(2) NATIONAL BANK OF EGYPT ~~INTERNATIONAL~~ LIMITED

and

(3) FAXON INTERNATIONAL INVESTMENTS LIMITED

and

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

A G R E E M E N T

relating to land known as

203-209 NORTH GOWER STREET and 139 DRUMMOND STREET, LONDON W1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

S:plan/lr/ North Gower St 203-209/ s106 Agmt

THIS AGREEMENT is made the 1st day of DECEMBER 2006

BETWEEN:

1. **AL-AHRAM INVESTMENT COMPANY SA** whose registered office is at Care of Campbell Hooper, 35 Old Queen Street, London SW1H 9JD (hereinafter called "the Owner") of the first part
2. **NATIONAL BANK OF EGYPT INTERNATIONAL LIMITED** of Trafalgar House, 11 Waterloo Place, London SW1Y 4AU (hereinafter called "the Mortgagee") of the second part
3. **FAXON INTERNATIONAL INVESTMENTS LIMITED** of Care of Eversheds House, 70 Great Bridgewater House, Manchester, M1 5ES (hereinafter called "the Interested Party") of the third part
4. **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

WHEREAS

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Number LN41581 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 The Interested Party is beneficiary under a Unilateral Notice registered under title number LN 41581 in respect of a contract for sale dated 29 September 2006 made between (1) Al-Ahram Investment Company SA and (2) Faxon International Investments Limited 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 validated by the Council on 1 September 2006 and the Council resolved to grant permission conditionally under reference number 2006/3869/P subject to conclusion of this legal Agreement.
- 1.5 The Council 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 and the Interested Party are willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.
- 1.7 NATIONAL BANK OF EGYPT ~~INTERNATIONAL~~ LIMITED as Mortgagee under a legal charge registered under Title Number LN41581 and dated 14 January 2003 (hereinafter called "the Legal Charge") is willing to enter into this Agreement to give its consent to the same.

(UK) ME [Signature] S [Signature]

2. DEFINITIONS

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- | | | |
|-----|-------------------|---|
| 2.1 | "the Act" | the Town and Country Planning Act 1990 (as amended) |
| 2.2 | "the Agreement" | this Planning Obligation made pursuant to Section 106 of the Act |
| 2.3 | "the Application" | a planning application in respect of the development of the Property validated by the Council on 1 September 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3869/P subject to conclusion of this Agreement |

- 2.4 "the Development" Change of use from (B1) office use to (C3) residential use and erection of 3rd floor roof extension and rear extension as basement level to create 12 flats as shown on drawing numbers site location plan; photosheets x 4; design and access statement; EJS_010; 011; 012; 050; 051; 053; and Pre Assessment Report
- 2.5 "the Education Contribution" the sum of £45,190.00 (forty five thousand one hundred and ninety pounds) to be paid by the Owner and the Interested Party to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden
- 2.6 "Financial Contributions" means the Education Contribution and the Public Open Space Contribution
- 2.7 "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
- 2.8 "Lifetime Homes Standards" a set of standards as set out in the First Schedule hereto drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden order to provide accessible housing in the borough
- 2.9 "Occupation Date" the first date when any part of the Development is occupied and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

- 2.10 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden the Owner the Mortgagee and the Interested Party
- 2.11 "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
- 2.12 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto
- 2.13 "the Property" the land known as 203-209 North Gower Street and 139 Drummond Street, London W1 the same as shown shaded grey on the site location plan annexed hereto
- 2.14 "the Public Open Space Contribution" the sum of £12,775.50 (twelve thousand seven hundred and seventy five pounds) to be paid by the Owner and the Interested Party to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the carrying out of works of improvement to public open space in the London Borough of Camden
- 2.15 "Renewable Energy Plan" a plan setting out a package of measures to be implemented by the Owner and the Interested Party at their own cost to secure the provision and generation of not less than 10 per cent of the Development's energy requirements on-site (on the Property) in perpetuity, such plan to include:

- (i) an assessment of the anticipated energy demand generated by the Development;
- (ii) means by which energy will be generated on-site; and
- (iii) maintenance and monitoring

2.16 "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

2.17 "Residents Parking Permit"

A parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays

2.18 " Sustainable Development Plan"

a plan giving effect to and securing the incorporation of sustainability measures in the carrying out of the Development, in its fabric and in its subsequent management having regard to Ecohomes standards and a Building Research Establishment Environmental Assessment Method (BREEAM) assessment such assessment having attained a "very good" rating or better, to be carried out by a licensed BREEAM assessor, such plan to also include:

- (i) provision for a post construction review ("Post Construction Report");

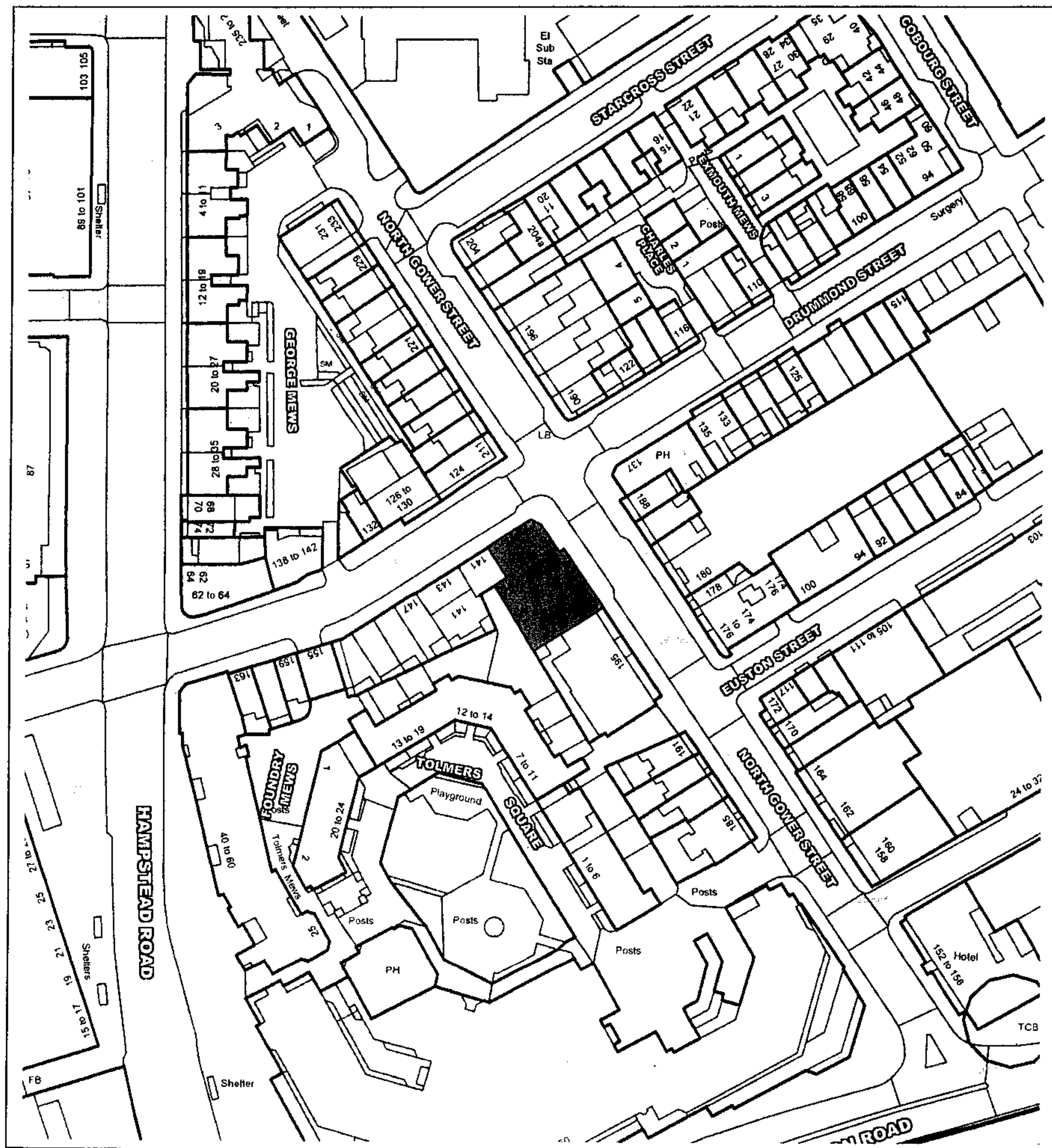
and

- (ii) the package of measures to be implemented by the Owner and the Interested Party to achieve a "very good" or better BREEAM rating

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 and the Interested Party as provided herein and against any person deriving title to any part of the Property from the Owner and the Interested Party 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, 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 and the Interested Party upon the Implementation Date.
- 3.6 The Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car free" housing in accordance with Clause 4.1 for all relevant purposes.

203-209 North Gower Street



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4. **OBLIGATIONS OF THE OWNER AND THE INTERESTED PARTY**

The Owner and the Interested Party hereby covenant with the Council as follows:

4.1 Car Free Housing

4.1.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner and the Interested Party 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 and the Interested Party for themselves and their successors in title to the Property hereby acknowledge that the provision in Clause 4.1.1 above will remain permanently.

4.2 Financial Contributions

4.2.1 On or prior to the Implementation Date to pay to the Council the Financial Contributions.

4.2.2 Not to Implement or to permit Implementation until such time as the Council has received the Financial Contributions.

4.2.3 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 Index of Retail Prices ("the AIIRP") figure last published by the Central Statistical Office at the date hereof is the denominator ("X") and the last AIIRP figure published before the date such payment or application is made ("Y") less the last published AIIRP figure at the date hereof ("X") is the numerator so that

$$A = B \times \frac{(Y-X)}{X}$$

- 4.2.4 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.

4.3 Sustainable Development Plan

- 4.3.1 Prior to the Implementation Date to submit to the Council for approval the Sustainable Development Plan.
- 4.3.2 Not to Implement or permit Implementation until the Sustainable Development Plan has been approved by the Council (as demonstrated by written notice to that effect) in accordance with this Agreement.
- 4.3.3 Not to Occupy or permit Occupation until the Owner and the Interested Party have undertaken and completed all of the works in accordance with and contained in the Sustainable Development Plan as approved by the Council as demonstrated by written notice to that effect in accordance with this Agreement.
- 4.3.4 No later than six months following the Occupation of the Development to submit to the Council for approval the Post Construction Report.
- 4.3.5 After the Occupation Date the Owner and the Interested Party shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Sustainable Development Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Sustainable Development Plan.

4.4 Renewable Energy Plan

- 4.4.1 Prior to the Implementation Date to submit to the Council for approval the Renewable Energy Plan.

- 4.4.2 Not to Implement or permit Implementation until the Renewable Energy Plan has been approved by the Council (as demonstrated by written notice to that effect) in accordance with this Agreement.
- 4.4.3 Not to Occupy or permit Occupation until the Owner and the Interested Party have undertaken and completed all of the works in accordance with and contained in the Renewable Energy Plan as approved by the Council as demonstrated by written notice to that effect in accordance with this Agreement.
- 4.4.4 After the Occupation Date the Owner and the Interested Party shall not occupy or permit occupation of any part of the Development at any time when the Development is not being managed in strict accordance with the Renewable Energy Plan as approved by the Council and shall not occupy or permit occupation of the Development otherwise than in strict accordance with the requirements of the Renewable Energy Plan.

4.5 Lifetime Home Standards

- 4.5.1 Not to Implement or permit Implementation until the Owner and Interested Party have submitted to the Council plans showing all of the residential units forming the Development have been designed to Lifetime Homes Standards and the two basement residential units have been designed as wheelchair accessible units and the Council have approved the same in writing.
- 4.5.2 Not to Implement or permit Implementation of the Development otherwise than in accordance with the plans referred to in clause 4.5.1 of this Agreement, such plans as approved by the Council.
- 4.5.3 Not to allow or permit Occupation of any part of the Development until the Council has confirmed that all of the residential units forming the Development have been built out to Lifetime Homes Standards and that the two basement residential units have been built as wheelchair accessible units in accordance with clause 4.4.1 of this Agreement.

5. **NOTICE TO THE COUNCIL/OTHER MATTERS**

- 5.1 Within 7 days following completion of the Development the Owner and the Interested Party shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at clause 6.1 hereof quoting planning reference 2006/3869/P the date upon which the residential units forming the Development are ready for occupation.
- 5.2 The Owner and the Interested Party 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.
- 5.3 The Owner and the Interested Party 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 and the Interested Party 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 and the Interested Party's possession (at the Owner and the Interested Party's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 5.4 The Owner and the Interested Party agree declare and covenant with the Council that they 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 and the Interested Party of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

6. **IT IS HEREBY AGREED AND DECLARED** by the Parties hereto that:-

- 6.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council

shall be addressed to the London Borough of Camden, Planning Obligations Officer, Forward Planning and Projects Team, Planning Division Environment Department, Town Hall Annex, Argyle Street, London WC1H 9LP quoting the planning reference number 2006/3869/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 and the Interested Party agree to pay the Council its proper and reasonable legal costs incurred in preparing this Agreement together with the Council's monitoring costs on or prior to the date of completion of the Agreement.
- 6.4 The Owner and the Interested Party hereby covenant with the Council that they 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 on written demand 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 the Interested Party nor the Mortgagee nor their successors in title nor any person deriving title from the Owner the Interested Party or the Mortgagee shall be bound by the obligations in this Agreement in respect of any period during which it no longer has an interest in the Property but without prejudice to liability for any breach committed prior to the time it disposed of its interest.

- 6.7 For the avoidance of doubt the provisions of this Agreement (other than those contained in this sub-clause) shall not have any effect until this Agreement has been dated.
- 6.8 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the commencement of development or is modified (other than by agreement with or at the request of the Owner and the Interested Party) 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. 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. All Covenants made by the Owner and the Interested Party in this Agreement are made jointly and severally and shall be enforceable as such.
9. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
10. Where the approval agreement or consent of the Council is required for any purpose under or in connection with the terms of this Agreement and unless specified to the contrary such approval agreement or consent shall not be unreasonably withheld or delayed.

Schedule 1 – Lifetime Homes Standards

Lifetime Homes standards	Specifications and dimensions which meet Lifetime Homes standards	Housing Corporation Scheme Development Standards compliance (3rd Edition) (E=essential, R=recommended)
1 Where there is car parking adjacent to the home, it should be capable of enlargement to attain 3300mm width	The general provision for a car parking space is 2400mm width. If an additional 900mm width is not provided at the outset, there must be provision (e. g. a grass verge) for enlarging the overall width to 3300mm at a later date	1.1.3.4 E (requires actual provision at the outset rather than provision for later enlargement)
2 The distance from the car parking space to the home should be kept to a minimum and should be level or gently sloping	It is preferable to have a level approach. However, where the topography prevents this, a maximum gradient of 1: 12 is permissible on an individual slope of less than 5 metres or 1: 15 if it is between 5 and 10m, and 1: 20 where it is more than 10m.* Paths should be a minimum of 900mm width	1.1.3.2 E (but covers natural surveillance, not distance)
3 The approach to all entrances should be level or gently sloping	See standard 2 above for the definition of gently sloping	relevant parts of 1.3.1.1 E
4 All entrances should: a) be illuminated relevant parts of 1.3.1.2 E b) have level access over the threshold and c) have a covered main entrance	The threshold upstand should not exceed 15mm	1.1.1.12 E
5 a) Communal stairs should provide easy access and b) where homes are reached by a lift, it should be fully wheelchair accessible	<i>Minimum dimensions for communal stairs</i> Uniform rise not more than 170mm Uniform going not less than 250mm Handrails extend 300mm beyond top and bottom step Handrail height 900mm from each	1.4.1.5 E

nosing

Minimum dimensions for lifts 1.2.1.44 E

Clear landing entrances 1.2.1.45 E

1500x1500mm

Min. internal dimensions

1100x1400mm

Lift controls between 900 and

1200mm from the floor and

400mm from the lift's internal front

wall

6 The width of the doorways and hallways should conform to the specifications in the next column .

Doorway clear opening width (mm)

Corridor/ passageway width (mm)

1.3.1.2 E

1.3.1.3 E

1.3.1.4 E

750 or wider

900 (when approach is head- on)

750

1200 (when approach is not head- on)

775

1050 (when approach is not head- on)

900

900 (when approach is not head- on)

The clear opening width of the front door should be 800mm. There should be 300mm to the side of the leading edge of doors on the entrance level

7 There should be space for turning a wheelchair in dining areas and living rooms and adequate circulation space for wheelchair users elsewhere

A turning circle of 1500mm diameter or a 1700x1400mm ellipse is required

1.3.1.12 R

8 The living room should be at entrance level

1.3.1.10 R

9 In houses of two or more storeys, there should be space on the entrance level that could be used as a convenient bed- space

1.6.3.6 R

1.3.1.11 R

10 There should be:	The drainage provision for a future	1.3.1.5 E
a) a wheelchair accessible	shower should be provided in all	1.3.1.9 R
entrance level WC, with	dwelling	1.6.3.6 R

b) drainage provision enabling a shower to be fitted in the future

Dwellings of three or more bedrooms

For dwellings with three or more bedrooms, or on one level, the WC must be fully accessible. A wheelchair user should be able to close the door from within the closet and achieve side transfer from a wheelchair to at least one side of the WC. There must be at least 1100mm clear space from the front of the WC bowl. The shower provision must be within the closet or adjacent to the closet (the WC could be an integral part of the bathroom in a flat or bungalow)**

Dwellings of two or fewer bedrooms

In small two- bedroom dwellings where the design has failed to achieve this fully accessible WC, the Part M standard WC will meet this standard

11 Walls in bathrooms and toilets should be capable of taking adaptations such as handrails	Wall reinforcements should be located between 300 and 1500mm from the floor	1.6.3.1 E
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12 The design should incorporate:	There must be a minimum of 900mm clear distance between	1.3.1. 6 E
a) provision for a future stair lift	the stair wall (on which the lift would normally be located) and	1.6.3.6 R
b) a suitably identified space for a through- the- floor lift from the ground to the first floor, for example to a bedroom next to a bathroom	the edge of the opposite handrail/ balustrade. Unobstructed 'landings' are needed at top and bottom of stairs	

13 The design should provide for a reasonable route for a potential hoist from a main bedroom to the bathroom	Most timber trusses today are capable of taking a hoist and tracking. Technological advances in hoist design mean that a straight run is no longer a	1.6.3.2 E 1.2.1.31 R
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requirement

14 The bathroom should be designed to incorporate ease of access to the bath, WC and wash basin	Although there is not a requirement for a turning circle in bathrooms, sufficient space should be provided so that a wheelchair user could use the bathroom	
15 Living room window glazing should begin at 800mm or lower and windows should be easy to open/ operate	People should be able to see out of the window whilst seated. Wheelchair users should be able to operate at least one window in each room	1.4.1.1 E 1.2.1.32 R
16 Switches, sockets, ventilation and service controls should be at a height usable by all (i. e. between 450 and 1200mm from the floor)	This applies to all rooms including the kitchen and bathroom	1.3.1.14 R (switches, door handles and thermostats at 900-1200mm) 1.3.1.15 R (sockets at 450- 600mm)

* Providing there are top, bottom and intermediate landings of not less than 1.2m excluding the swing of doors and gates.

** But please note that it is important to meet the Part M dimensions specified to each side of the WC bowl in entrance level WCs (diagrams 10a and 10b). The Lifetime Homes standards for houses of three bedrooms or more require full side transfer from at least one side of the WC.

**CONTINUED SECTION 106 AGREEMENT FOR 203-209 NORTH GOWER STREET AND
139 DRUMMOND STREET, LONDON W1**

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and
the Owner the Interested Party and the Mortgagee have executed this instrument as their
Deed the day and year first before written

EXECUTED AS A DEED BY)
AL-AHRAM INVESTMENT COMPANY SA LIMITED)
was hereunto affixed)
or by two Directors)

.....
Director

.....
Director/Secretary

EXECUTED AS A DEED BY)
NATIONAL BANK OF EGYPT ~~INTERNATIONAL~~ LIMITED))
was hereunto affixed)
or by two Directors)

.....
Director

.....
Director/Secretary



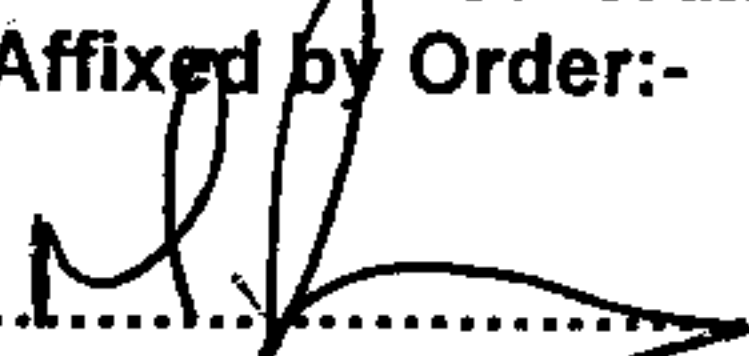
EXECUTED AS A DEED BY)
FAXON INTERNATIONAL INVESTMENTS LIMITED))
was hereunto affixed)
or by two Directors)

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Director

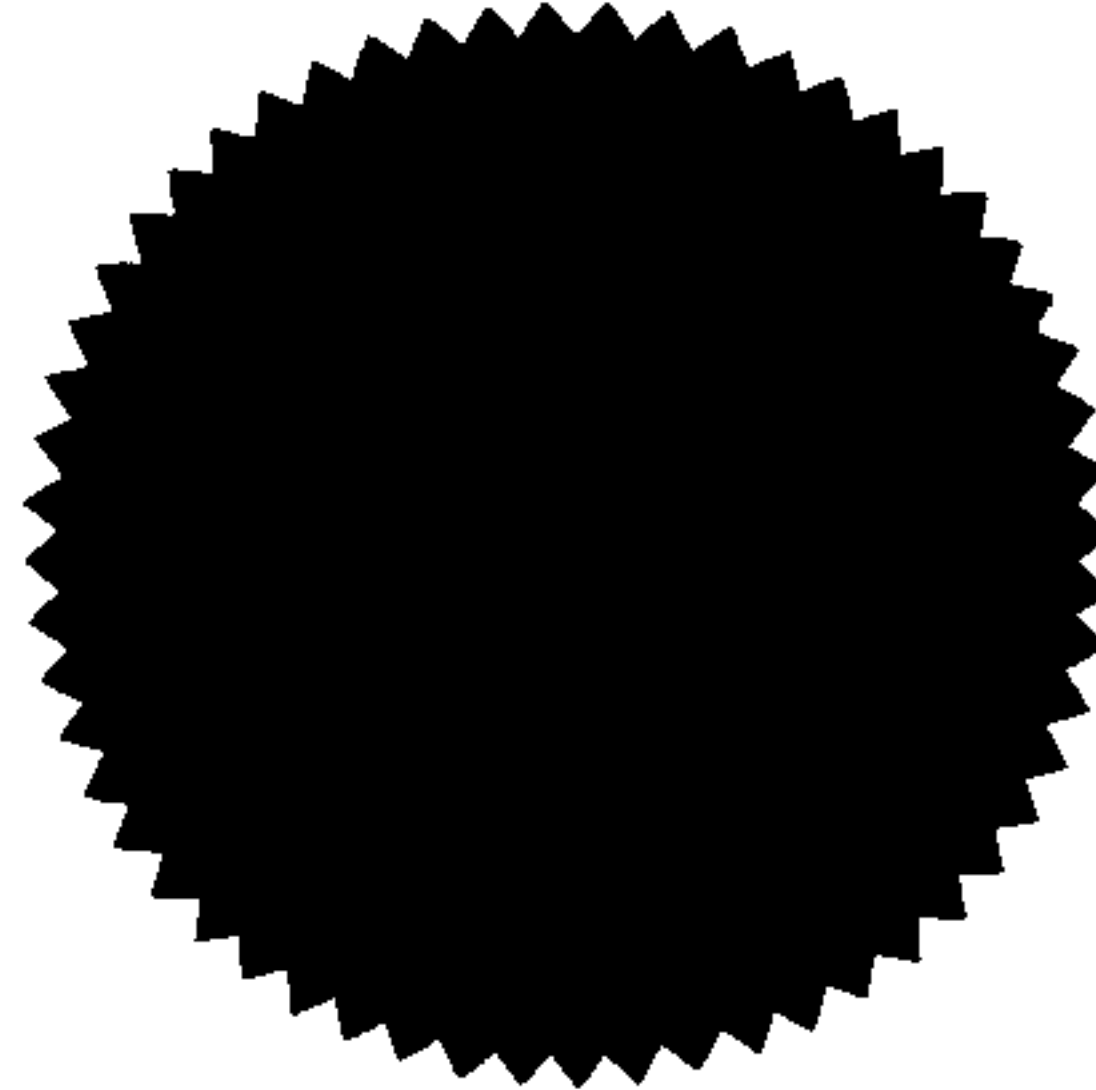
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Director/Secretary

**CONTINUED SECTION 106 AGREEMENT FOR 203-209 NORTH GOWER STREET AND
139 DRUMMOND STREET, LONDON W1**

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


.....

Authorised Signatory



Stephen Taylor
BB Partnership Ltd
17 Remington Street
London
N1 8DH

Application Ref: **2006/3869/P**

22 November 2006

Dear Sir/Madam

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

DECISION SUBJECT TO A SECTION 106 LEGAL AGREEMENT

Address:
203-209 North Gower Street
London
NW1 2NJ

Proposal:

DECISION
Change of use from (B1) office use to (C3) residential use and erection of 3rd floor roof extension, erection of a rear extension at basement level and external alterations to create 12 flats (3 x 3 bedroom units, 4 x 2 bedroom units, 3 x 1 bedroom units and 2 x studio units).

Drawing Nos: Site location plan; photosheets x 4; design and access statement; EJS_010 011; 012; 050; 051; 053; Pre Assessment Report; email dated 9.11.06 from Steve Taylor.

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 policies B1 and B3 of the London Borough of Camden Replacement Unitary Development Plan 2006.

- 3 Notwithstanding the details shown on the drawings hereby approved, and prior to the occupation of the building, details showing the provision of covered and secure cycle parking shall be submitted to and approved in writing. Once approved, the cycle storage shall be retained and maintained as such.

Reason: To ensure that the development provides adequate cover for the secure storage of cycles in accordance with the requirements of policy T3 the London Borough of Camden Replacement Unitary Development Plan 2006.

- 4 The rear yard area shall not at any time be used for the parking of vehicles.

Reason: The site lies in the Central London 'Clear Zone' region where the Council intends to minimise the transport impact of development and to reduce the number of motor vehicles within the Central City Area as specified by policy T1 of the London Borough of Camden Replacement Unitary Development Plan 2006.

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 6941).
- 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 Environmental Health Service, Camden Town Hall, Argyle Street, WC1H 8EQ (Tel. No. 020 7974 2090 or by email env.health@camden.gov.uk or on the website www.camden.gov.uk/pollution) 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.
- 4 If a revision to the postal address becomes necessary as a result of this development, application under Part 2 of the London Building Acts (Amendment) Act 1939 should be made to the Council's Records and Information Team, Culture and Environment Directorate, Environment Department (Street Naming & Numbering) Camden Town Hall, Argyle Street, WC1H 8EQ (tel: 020-7974 5613).
- 5 Reasons for granting permission.

The proposed development is in general accordance with the policy requirements of the London Borough of Camden Replacement Unitary Development Plan 2006, with particular regard to policies S1, S2, SD1, SD2, SD6, SD9, H1, H7, H8, B1, B3, B9, N4, T1, T3, T4, T8 and T12. For a more detailed understanding of the reasons for the granting of this planning permission please refer to the officers report.

DRAFT

Yours faithfully

Culture and Environment Directorate

DECISION

DATED

1 DECEMBER

2006

(1) AL-AHRAM INVESTMENT COMPANY SA

and

(2) NATIONAL BANK OF EGYPT INTERNATIONAL LIMITED

and

(3) FAXON INTERNATIONAL INVESTMENTS LIMITED

and

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

A G R E E M E N T

relating to land known as

203-209 NORTH GOWER STREET and 139 DRUMMOND STREET, LONDON W1
pursuant to Section 106 of the Town and Country Planning
Act 1990 (as amended)

Solicitor to the Council
London Borough of Camden
Town Hall
Judd Street
London WC1H 9LP

Tel: 020 7974 2463
Fax: 020 7974 2962

S:plan/lr/ North Gower St 203-209/ s106 Agmt