

DATED 13 April 2023

**UNILATERAL UNDERTAKING GIVEN BY DEED BY  
THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM  
IN FAVOUR OF  
LONDON LEGACY DEVELOPMENT CORPORATION**

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**UNILATERAL UNDERTAKING GIVEN BY DEED MADE  
PURSUANT TO SECTION 106 OF THE TOWN AND  
COUNTRY PLANNING ACT 1990 AND ALL OTHER  
POWERS ENABLING**  
relating to land at James Riley Point, Carpenters Road,  
Stratford, E15 2HZ  
21/00543/FUL

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THIS UNILATERAL UNDERTAKING is given on

13 April

2023

BY:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, Barking Road, London E6 2RP (the "Developer")

TO:-

**LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the "LPA")

**RECITALS:-**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer is the owner of the freehold interest in the Site which is registered at the Land Registry with Title Number NGL161282.
- (C) The James Riley Point Planning Application was validated by the LPA on 3 December 2021.
- (D) On 24 May 2022, the LPA resolved that it was minded to grant the James Riley Point Planning Permission subject to (inter alia) the completion of a section 106 agreement.
- (E) The Developer and the LPA acknowledge and agree that some of the planning obligations required in relation to the James Riley Point Planning Permission relate to land not bound by the James Riley Point S106 agreement, namely the obligation relating to securing Wheelchair Units as part of the Carpenter's Estate Development and the obligation to take account of four residential units being provided pursuant to the James Riley Point Planning Permission when determining mitigation measures relating to the Epping Forest SAC. The Developer has therefore entered into this Deed to covenant that those obligations will be secured as part of the Carpenter's Estate S106 Agreement.
- (F) The LPA is satisfied that the obligations in this Deed are in the interests of the proper planning of the LPA's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended), being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

**IT IS AGREED** as follows:-

**1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 Except to the extent that they are inconsistent with the definitions and interpretation in Clause 1 of this Deed, the definitions and interpretations in Clause 1 of the Original Agreement shall apply:-

**"Carpenter's Estate Development"**

means the development of the Carpenter's Estate pursuant to the Carpenter's Estate Planning Permission (or variation of the Carpenter's Estate Planning Permission or such other planning permission for development of the Carpenter's Estate site as applicable)

<b>"Carpenter's Estate Planning Application"</b>	means the application given reference 22/00360/OUT for outline planning permission for the redevelopment of c10.13 hectares of land at Carpenters Estate, Stratford for a re-developed mixed-use neighbourhood with demolition of existing structures and buildings apart from Lund Point and Biggerstaff Terrace (no.s 1-27(odd) Biggerstaff Road) which will be retained. Outline details are submitted for site layout, scale and access (with appearance, internal layout and landscaping reserved for later approval) to provide a maximum overall floor space of up to 252,877sq.m (GEA), comprising: Up to 2,022 new, refurbished and replacement residential units (Use Class C3) (up to 223,114sq. GEA); Up to 10,071sq.m (GEA) of flexible commercial floorspace within Use Class E; of which a minimum of 4,794sq.m(GEA) will be employment space within Use Class E(g) and a maximum of 2,185sq.m(GEA) will be retail space within Use Class E(a); up to 9,147sq.m (GEA) of hotel uses within Use Class C1; up to 1,223sq.m (GEA) of sui generis uses (pub and cinema); of which a maximum of 730sqm (GEA) will be for a cinema and a maximum of 492sqm (GEA) will be for pubs/bars and; up to 9,323sq.m (GEA) Use Class F (Building Crafts College)
<b>"Carpenter's Estate Planning Permission"</b>	means the planning permission which may be granted for the proposals within the Carpenter's Estate Planning Application
<b>"Carpenter's Estate S106 Agreement"</b>	means any section 106 agreement to be entered into in relation to the Carpenter's Estate Development
<b>"Comply"</b>	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly
<b>"Development"</b>	means the development of the Site and all other operations and/or works authorised by the James Riley Point Planning Permission
<b>"Epping Forest SAC"</b>	means the Epping Forest Special Areas of Conservation;
<b>"James Riley Point Planning Application"</b>	means the application given reference 21/00543/FUL for full planning permission for the refurbishment of the existing 23 storey James Riley Point tower block to provide 136 residential units (Class C3) through refurbishment and alteration of internal arrangements of existing units and new façade including the addition of new balconies and roof parapet walls. Extension of the ground floor to provide new access arrangements and new two-storey buildings to provide a 2,486 sqm relocated community facility (Use Class E), public realm and landscaping improvements including alteration to parking arrangements, new tree planting, environmental improvements and associated infrastructure
<b>"James Riley Point Planning Permission"</b>	means the planning permission which may be granted subject to conditions for the proposals within the Planning Application
<b>"James Riley Point S106 Agreement"</b>	means the section 106 agreement between (1) the LPA; and (2) the Developer dated ;
<b>"Site"</b>	means the land shown edged red on Plan 1 attached hereto at Appendix 1

**“Wheelchair Housing Units”**

means residential units to be designed and constructed in accordance with Optional Requirement M4 (3) Category 3 of Part M of the Building Regulations

- 1.2 A reference to laws in general is to all local, national and directly applicable laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.3 Words importing one gender include all other genders, words importing the singular include the plural and vice versa, and words importing persons shall be construed as importing a corporate body or partnership and vice versa.
- 1.4 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a Clause of, or Schedule to, this Deed and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.5 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed.

**2. LEGAL EFFECT**

- 2.1 This Deed is made pursuant to sections 106 and 106A of the Town and Country Planning Act 1990, section 2 of the Local Government Act 2000, section 111 and 120 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.2 To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA.
- 2.3 The LPA has the power to enforce the planning obligations contained in this Deed.
- 2.4 The obligations, covenants and undertakings on the part of the Developer are planning obligations with the intent that they shall be enforceable by the LPA not only against the Developer but also against any successors in title to or assignees of or transferees of the Developer and/or any person claiming through or under the Developers an interest or estate in the Site as if that person had been an original covenanting party.
- 2.5 The obligations, covenants, undertakings and agreements contained in this Deed shall not be binding upon or enforceable against any chargee or mortgagee (including any chargee or mortgagee of any tenant) from time to time (including at the date hereof) who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver orders unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof.
- 2.6 The LPA shall send a copy of this Deed to the London Borough of Newham for registration as a local land charge.
- 2.7 Nothing in this Deed shall be construed as restricting the exercise by the LPA of any powers exercisable by it under the 1990 Act or under any other Act in the exercise of its function as a local authority.

**3. COMMENCEMENT**

- 3.1 The obligations contained in this Deed are conditional, and shall take effect, upon the grant of the James Riley Point Planning Permission.

4. **OBLIGATIONS OF THE DEVELOPER**

4.1 The Developer on behalf of itself and its successors in title to the Site covenants with the LPA that it shall perform and Comply with, and shall procure performance of and Compliance with, the obligations, covenants and undertakings on the part of the Developer contained in Schedule 1 of this Deed.

5. **TERMINATION OF THIS DEED**

5.1 This Deed shall lapse and be extinguished automatically if (and from the date that) the James Riley Point Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.

6. **NOTICES**

6.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

6.2 Any notice, demand or any other communication served shall be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means shall be treated as having been served:

6.3.1 if delivered by hand, at the time of delivery;

6.3.2 if sent by post, on the second working day after posting; or

6.3.3 if sent by recorded delivery, at the time delivery was signed for.

6.4 If a notice, demand or any other communication is served after 4.00pm on a working day, or on a day that is not a working day, shall be treated as having been served on the next working day.

7. **VAT**

7.1 If at any time Value Added Tax ("**VAT**") is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

8. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

8.1 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

9. **JURISDICTION**

9.1 This Deed shall be governed by the laws of England and the Courts of England shall have sole jurisdiction in respect of the construction of this Deed and as to the respective rights and liabilities of the parties.

9.2 The obligations under this Deed shall not be binding or enforceable against any statutory undertaker or other person who acquires any part of the Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunication services or public transport services.

## **SCHEDULE 1**

### **1. WHEELCHAIR UNITS**

- 1.1 The Developer covenants with the LPA that the Carpenter's Estate S106 Agreement shall contain a covenant providing that 51 of the residential units within the Carpenter's Estate shall be delivered as Wheelchair Housing Units.
- 1.2 For the avoidance of doubt, the covenant to be entered into pursuant to paragraph 1.1 above shall be in addition to any covenant in the Carpenter's Estate S106 Agreement for Wheelchair Housing Units required by the Carpenter's Estate Development.

### **2. EPPING FOREST SPECIAL AREAS OF CONSERVATION**

- 2.1 The Developer covenants with the LPA that where the Carpenter's Estate S106 Agreement contains covenants related to mitigating impacts on the Epping Forest SAC, such covenants and measures shall take into account the four additional residential units being provided pursuant to the James Riley Point Planning Permission in addition to the residential units being provided as part of the Carpenter's Estate Development.

IN WITNESS thereof the Developer has duly executed this Deed as a deed on the date first before written.

EXECUTED as a deed by affixing the Common Seal )  
of THE MAYOR AND BURGESSES OF THE )  
LONDON BOROUGH OF NEWHAM )

in the presence of: *V. Clark* )

*VECKY CLARK*  
*CORPORATE DIRECTOR*  
*INCLUSIVE ECONOMY & HOUSING*

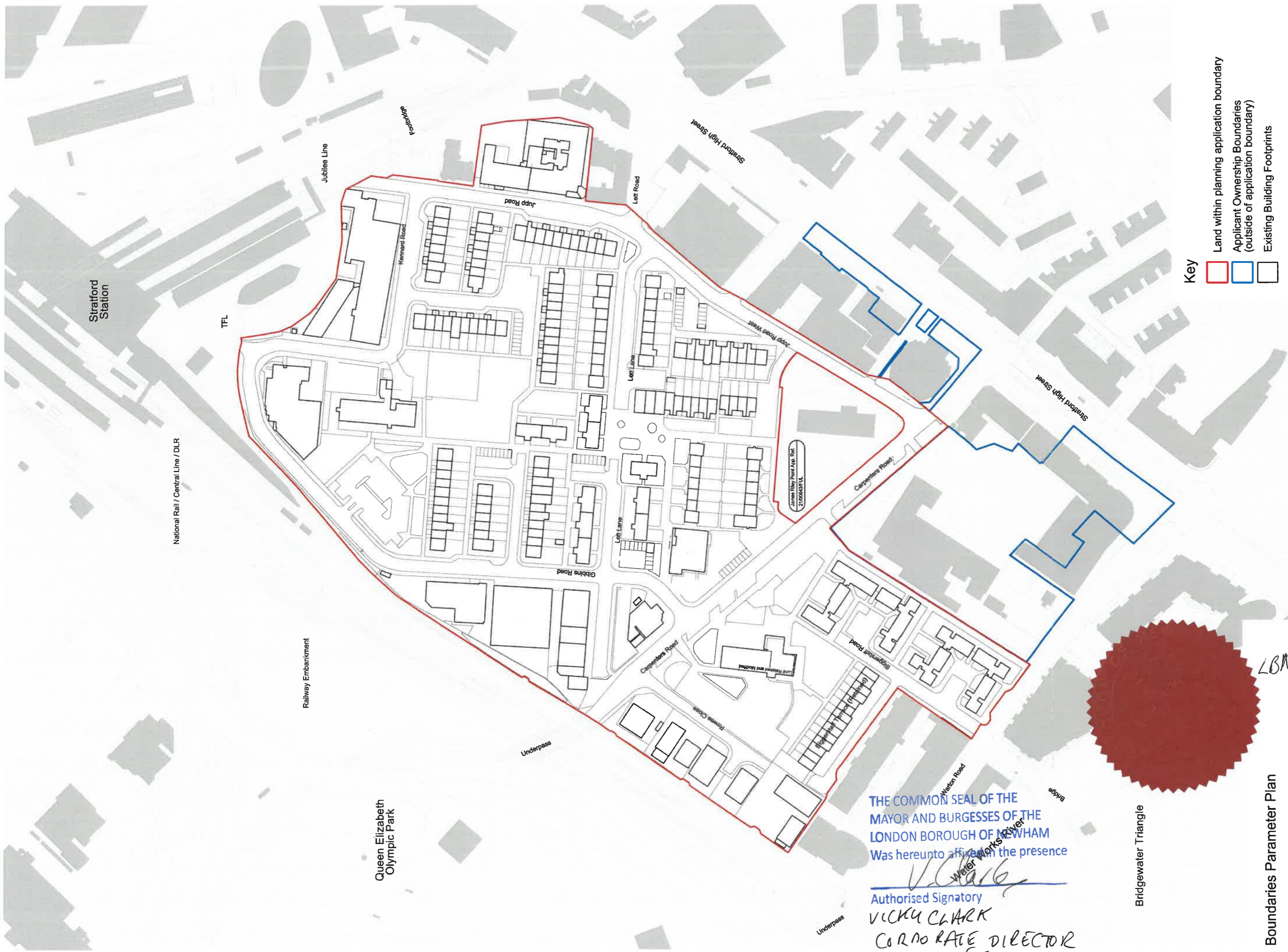


*LBN/2828*

Authorised Secretary

## APPENDIX 1





- Key**
- Land within planning application boundary
  - Applicant Ownership Boundaries (outside of application boundary)
  - Existing Building Footprints

THE COMMON SEAL OF THE  
MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF NEWHAM  
Was hereunto affixed in the presence

*V. Clark*  
 Authorised Signatory  
**VICKY CHARK**  
 CORPORATE DIRECTOR  
 INCLUSIVE ECONOMY & HOUSING

**Boundaries Parameter Plan**

Revision	Date	Description	By	Check
REV (A)	20.05.21	Draft Issue for Information	SB	PB
REV (B)	22.05.21	Draft for Review and Comment	AM	PB
REV (C)	22.05.21	Draft for Review and Comment	AM	PB
REV (D)	08.12.21	Draft for Review and Comment	AM	PB
REV (E)	21.12.21	Draft for Review and Comment	AM	PB
REV (F)	21.12.21	Draft for Review and Comment	AM	PB
REV (G)	28.11.22	Planning Submission	AM	PB

**Notes**

1. All dimensions are in millimetres unless otherwise stated.

2. All dimensions are to the centre of lines unless otherwise stated.

3. All dimensions are to the face of walls unless otherwise stated.

4. All dimensions are to the finished ground level unless otherwise stated.

5. All dimensions are to the finished floor level unless otherwise stated.

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**Project:** Carpenters Estate Regeneration  
**Client:** Populo Design & Build LTD  
**Location:** Carpenters Estate, Stratford, London  
**Title:** Application Boundaries Parameter Plan  
**Date of First Issue:** 19th July 2021  
**Scale:** 1:1000 @A1 (1:2000 @A3)  
**Underscale/Security:** Co. 05\_10\_01 Housing Estates / Not Classified  
**File Reference:** CER00-PPM-00-00-DR-A-093001  
**Drawing Number:** CER00-PPM-00-00-DR-A-093001  
**Revision Status:** P09 S3

LBW/2828