

Dated 29 SEPTEMBER 2010

**Deed made pursuant to section 106 of the  
Town and Country Planning Act 1990 (as  
amended) relating to land at the 206-214 High  
Street, Stratford, E15 2JA**

**LONDON THAMES GATEWAY DEVELOPMENT CORPORATION**

**THE MASTER WARDENS AND COMMONALTY OF THE MYSTERY OF  
FREEMEN OF THE CITY OF LONDON**

**ESSO PETROLEUM COMPANY LIMITED**

**AND**

**NEWLING UK LIMITED**

**Norton Rose LLP  
3 More London Riverside  
London  
SE1 2AQ**

## CONTENTS

1	Definitions .....	2
2	Interpretation .....	10
3	Legal Basis .....	11
4	Conditionality .....	11
5	Provisions for Release.....	11
6	Covenants by the Developer .....	11
7	Provisions Relating to the Corporation.....	11
8	Successors in Title .....	12
9	Registration .....	12
10	Third Party Rights .....	12
11	Dispute Resolution .....	12
12	Variations.....	13
13	Service of Notices.....	13
14	The Corporation's Legal Costs .....	13
15	VAT.....	14
16	Interest.....	14
	Schedule 1 Covenants of the Developer .....	16
	Schedule 2 Deferred Standard Charge .....	23
	Schedule 3 Corporation's Obligations .....	24
	Appendix 1 Plans.....	26
	Appendix 2 Draft Planning Permission .....	27

THIS DEED is made on

29 SEPTEMBER

2010

**BETWEEN:**

- (1) **LONDON THAMES GATEWAY DEVELOPMENT CORPORATION** of 9th Floor, South Quay Plaza 3, 189 Marsh Wall, London E14 9SH (the **Corporation**);
- (2) **THE MASTER WARDENS AND COMMONALTY OF THE MYSTERY OF FREEMEN OF THE CARPENTRY OF THE CITY OF LONDON** of Carpenters Hall, Throgmorton Avenue, London EC2N 2JJ (the **Freehold Owner**);
- (3) **ESSO PETROLEUM COMPANY LIMITED** (Company no. 26538) whose registered office is situated at ExxonMobil House, Ermyn Way, Leatherhead, Surrey KT22 8UX (the **Leasehold Owner**); and
- (4) **NEWLING UK LIMITED** (Company no. 6475252) whose registered office is situated at 31 Hill Street, London W1J 5LS) (the **Developer** which expression shall include its assignee or successor in title of which written notice has been given to the Corporation).

**WHEREAS**

- (A) By virtue of the London Thames Gateway Development Corporation (Planning Functions) Order 2005 (the **Order**), which came into force on 31 October 2005, the Corporation is the Local Planning Authority for the area within which the Property is situated and for development of the nature of the Development and is responsible for determination of the Application.
- (B) The Corporation is the appropriate statutory body to enforce this Deed for the purposes of Section 106 of the 1990 Act.
- (C) The Freehold Owner is registered at HM Land Registry as the freehold owner of the Property under title numbers NGL110993 and EGL507943.
- (D) The Leasehold Owner is registered at HM Land Registry as leasehold owner of the Property under title number NGL100316.
- (E) By a contract dated 9 April 2008 made between the Leasehold Owner (1) and the Developer (2) the Leasehold Owner agreed to sell the leasehold property referred to in recital D to the Developer.
- (F) By a contract also dated 9 April 2008 made between the Freehold Owner (1) and the Developer (2) the Freehold Owner agreed to accept the surrender of the leasehold property referred to in recital D and to grant to the Developer a new headlease of the Property following practical completion of the Development.
- (G) The Developer submitted the Application to the Corporation on 30 April 2009.
- (H) The Corporation considers it expedient, in the interests of the proper planning of its area and having regard to all other material considerations that provision should be made for regulating the Development in the manner set out in this Deed.
- (I) The Corporation, the Freehold Owner, the Leasehold Owner and Developer have agreed to enter into this Deed, accepting that the same falls properly to be considered as material to the determination of the Application, as it is directly related to the Development and fairly and reasonably related in scale and kind to the Development in accordance with the provisions of regulation 122 of the Community Infrastructure Levy Regulations 2010.
- (J) The Standard Charge applicable to this Development has been set by the Corporation's Planning Obligations Community Benefit Strategy at twenty two thousand six hundred pounds (£22,600) per Residential Unit in the area within which the Development is located.

- (K) The Discounted Standard Charge applicable to this Development has been set by the Corporation's Planning Obligations Community Benefit Strategy at ten thousand pounds (£10,000) per Residential Unit for the area within which the Development is located.
- (L) The Corporation has resolved to grant the Planning Permission subject to the conditions set out in the Planning Permission and subject to the covenants, undertakings and restrictions herein contained.
- (M) The Freehold Owner acknowledges that its freehold interest and the Leasehold Owner acknowledges that its leasehold interest in the Property will be bound by the obligations and covenants in this Deed and in the event that the Freehold Owner or the Leasehold Owner or any of their respective successors in title implement or operate the Development it will do so in accordance with these obligations and covenants.

NOW THIS DEED WITNESSETH as follows:

## 1 Definitions

In this Deed where the context so admits the following expressions shall have the following meanings:

**1990 Act** means the Town and Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force;

**Achieved Grant Funding** means the level of grant funding secured from the Homes and Communities Agency by the Development Affordable Housing Provider in relation to the Affordable Housing Units provided pursuant to paragraph 4 of Schedule 1;

**Affordable Housing** means residential accommodation for which the asking price and/or rent is lower than prevailing market prices for similar units and which is subject to arrangements which seek to ensure its availability and comprising Intermediate Affordable Housing Units;

**Affordable Housing Actual Tenure Mix** means the tenure mix to be applied to the Affordable Housing Units in accordance with paragraph 4.12 of Schedule 1;

**Affordable Housing Proposed Tenure Mix Notice** means a written notice to be served by the Developer on the Local Planning Authority or its nominee in accordance with paragraph 4.10 of Schedule 1 setting out a proposed alternative tenure mix for the Affordable Housing Units;

**Affordable Housing Land** means any part of the Property containing the Affordable Housing Units;

**Affordable Housing Provider** means any of the following:

- (a) a Registered Provider; or
- (b) any other provider and/or manager of Affordable Housing; or
- (c) a Housing Association not falling within clauses (a) or (b)

which in the case of (b) and (c) shall not be treated as such for the purposes of this Deed unless the Local Planning Authority shall have given its prior approval (such approval not to be unreasonably withheld or delayed);

**Affordable Housing Scheme** means a scheme provided in accordance with paragraph 4.2 of Schedule 1 of this Deed

**Affordable Housing Tenure Mix** means the following tenure mix as same has been approved by the Local Planning Authority prior to the date hereof:

Unit Type	Private	Intermediate Affordable Housing Units	Total
1 bed	50 (38%)	7 (44%)	57 (39%)
2 bed	67 (51%)	9 (56%)	76 (52%)
3 bed	8 (6%)	0	8 (5%)
4 bed	6 (5%)	0	6 (4%)
<b>Total</b>	<b>131 (89%)</b>	<b>16 (11%)</b>	<b>147</b>


**Affordable Housing Units** means the 16 units of Affordable Housing to be provided in the Development pursuant to the Planning Permission as already approved by the Local Planning Authority prior to the date hereof;


**All Items Retail Prices Index** means the index of retail prices published by the Office of National Statistics or any successor thereof from time to time;

**Application** means the full planning application for the Development given reference number 09/01746/LTGDC/LBNM and validated by the Corporation under case number LTGDC-09-088-FUL;

**Approved** means written approval agreement or consent following the submission of any document, details, request for consent agreement or approval or other matter to be approved agreed or consented to under this Deed or where expressly set out in this Deed or, where this Deed permits, determined by an Expert via Dispute Resolution, and for the avoidance of doubt includes an approval agreement consent or determination given following amendments to the document, details or other matter to be approved agreed consented to or determined under this Deed and **Approval** shall be construed accordingly;

**BCIS Index** means the Building Cost Information Service All in Tender Price Index as published by BCIS (a trading division of the Royal Institute of Chartered Surveyors Business Services Limited) or such similar index as may from time to time be published to replace such index;

 **Bus Stop Contribution** means £20,000 (twenty thousand pounds) Index-Linked by reference to the BCIS Index towards the provision of bus stops in the vicinity of the Property;

 **Car Free Development Contribution Index** means the sum of £2,000 (two thousand pounds) Index-Linked by reference to the All Items Retail Prices Index to be used towards the administration cost associated with implementing the Car Free Development Scheme or otherwise in accordance with the Public Sector Investment Plan;

**Car Free Development Scheme** means a scheme that prevents occupiers of any Residential Unit or Commercial Unit from obtaining a parking permit within the proposed Carpenters Road Controlled Parking zone now known as the Stratford South West Controlled Parking Zone;

**Commercial Unit** means any unit of non-residential occupiable commercial floorspace constructed on the Property pursuant to the Planning Permission;

**Completion** means unless the context otherwise so admits the proper issue of a certificate or statement of practical completion or statement of similar effect in relation to the carrying out of works (whether or not pursuant to a building contract) of the Development or as the context may allow or as may actually be the case any part, section or phase thereof by the Developer or its independent architect, engineer or other certifying professional as the case may be and the terms **Complete, Completed** and cognate expressions shall be interpreted in accordance with this definition;

**Council** means the London Borough of Newham;

**Crossrail Contribution** means the sum of £57,000 (fifty seven thousand pounds) Index-Linked by reference to the BCIS Index towards the implementation of Crossrail;

**DAISY** means the Docklands Arrival Information System;

**Deferred Part of the Standard Charge** means that part of the Standard Charge payable in respect of each Residential Unit payment of which at the end of each calendar year is dependent on the Realised Average Sales Value in the particular preceding calendar year and calculated in accordance with Schedule 2 but so that the Standard Charge including such part shall not exceed £22,600 (twenty two thousand six hundred pounds) per Residential Unit Index Linked by reference to the BCIS Index;

**Deliveries Contribution** means the sum of £3,000 (three thousand pounds) Index-Linked by reference to the All Items Retail Prices Index from the date of this Deed towards the cost of implementing waiting, loading and unloading restrictions on Carpenters Road and Jupp Road West;

**Development** means the redevelopment of the Property for A1, A2, A3, A4, B1 and D2 use (total 1,596m<sup>2</sup>) and the provision of 147 residential units in a 26 storey building with basement car park in accordance with the Planning Permission;

**Development Affordable Housing Provider** means the Affordable Housing Provider to whom the Developer agrees to make or makes a Disposal of any of the Affordable Housing Units;

**Development Realised Average Sales Value** means the average sale price per square metre of Sellable Floorspace realised for sales by the Developer to independent third parties of Open Market Units between a date 3 years from the date of Implementation and a date 10 years from the date of Implementation and calculated in accordance with Schedule 2;

**Discounted Market Units** means Affordable Housing Units to be sold at 28% or such other percentage agreed by the Local Planning Authority less than the Open Market Value for such a unit should that unit have been provided as an Open Market Unit;

**Discounted Standard Charge** means ten thousand pounds (£10,000) Index-Linked by reference to the BCIS Index per Residential Unit being a discounted amount of the Standard Charge relevant to the Development reflecting the discount applicable to development carried out in the vicinity of the Property to give a balance between the costs of infrastructure required in the Corporation's area to support development, the likely scale of the development that will come forward and the level of charge that is appropriate for developments to meet without stifling development;

**Disposal** means in the case of a disposal of the Affordable Housing Units to an Affordable Housing Provider, and in the case of the Open Market Units to any person firm company or other entity by in either case the grant of a Long Lease or the transfer of the freehold interest and **Disposed and Disposed of** shall be construed accordingly;

**Dispute Resolution** means the process set out in Clause 11;

**East London Housing Sub-Region** means the City of London and the London Boroughs of Barking and Dagenham, Hackney, Redbridge, Newham, Waltham Forest and Tower Hamlets or any successor body of group of boroughs that may replace them from time to time;

**East London Intermediate Waiting List** means the single waiting list administered on behalf of the East London Housing Sub-Region of applicants seeking low cost home ownership and/or sub-market rent in the East London Housing Sub-Region;

**Expert** means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- (a) if the dispute relates to transport or highway works, engineering, demolition, or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement appointed at the request of any of the parties by or on behalf of the President from time to time of the Institution of Civil Engineers;
- (b) if the dispute relates to any building within the Development or any similar matter, a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;
- (c) if the dispute relates to financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- (d) if the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 15 years' standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the President for the time being of the Law Society;

**Financial Appraisal** means the appraisal submitted by the Developer to the Corporation in relation to the Property;

**Financially Neutral** means that;

- (a) the residual land value of the Affordable Housing Land; and
- (b) the Developer's profit measured by the percentage return on sales income;

as derived from the Revised Financial Appraisal is approximately the same or is no greater than as in the Financial Appraisal having only altered the tenure and/or unit mix and/or unit numbers of Affordable Housing and/or the input levels (if any) of the Achieved Grant Funding in respect of the Affordable Housing Units that are eligible for grant funding;

**HCA** means the Homes and Communities Agency;

**Highway Works** means the necessary highway and footway works to Carpenters Road, Park Lane, High Street and Jupp Road West reasonably required by the Council as highway authority to be carried out in accordance with the Highway Works Scheme;

**Highway Works Scheme** means the scheme containing the details and mechanisms for the carrying out of the Highway Works to be submitted to and approved by the Council acting reasonably;

**Homes and Communities Agency** means the Homes and Communities Agency or any bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part 1 of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);

**Housing Association** means an entity registered under or eligible for registration by and as defined in the Housing Act 1996;

**Implementation** means implementation (lawful or otherwise) on the Property of the Development authorised by the Planning Permission by the carrying out of any material operation within the meaning of sections 56(2) and (4) of the 1990 Act provided that for the avoidance of doubt the carrying out of demolition of existing buildings and structures, termination, removal or diversion of existing services, removal of any plant or equipment relating thereto or temporary diversion of highways, temporary construction, site preparation, investigation works, archaeological investigations, environmental site investigations, decontamination works or works erecting of hoarding or fencing and any other operations to enable any of the foregoing to take place shall not constitute a material operation and consequently shall not individually or together constitute implementation for the purposes of this definition or this Deed and **Implement** and cognate expressions shall be interpreted in accordance with this definition;

**Implementation Notice** means a written notice given by or on behalf of the Developer to the Corporation stating the proposed date of Implementation of the Development to be addressed to the Director of Planning, London Thames Gateway Development Corporation, 9th Floor, South Quay Plaza 3, 189 Marsh Wall, London E14 9SH and stating the application reference number PROVIDED THAT a notice will be deemed to have been given if Implementation has occurred;

**Index-Linked** means the financial sums referred to in this Deed to be adjusted by indexing from the date hereof to the date of payment;

**Indexing** means the recalculation of any amount specified in this Deed by applying the following formula:

$A \times B/C = D$  where:

A = the sum specified in this Deed in pounds sterling

B = the figures shown in the relevant index for the period immediately prior to the date up to which the sum concerned is to be indexed under the provisions of this Deed

C = the figure shown in the relevant index for the period immediately prior to the date of this Deed or any other relevant date specified in this Deed

D = the recalculated sum in pounds sterling applying under this Deed

Provided that B/C is equal to or greater than 1

Provided also that if the relevant index becomes no longer maintained the said formula shall be applied mutatis mutandis (so far as concerns periods after it ceases to be so maintained) by reference to such other publication or index as may be agreed from time to time with the Local Planning Authority;

**Interest** means interest at 3 per cent above the base lending rate of the National Westminster Bank plc from time to time;



**Intermediate Affordable Housing Units** means those Affordable Units to be occupied (unless there has been Staircasing to 100% of the equity in any such unit) by people chosen from the East London Intermediate Housing Waiting List or people of equivalent or lesser status in need of Affordable Housing and which may include any of the following tenures:

- (a) Shared Equity Units; and
- (b) Discounted Market Units;

**Local Labour Commitment Scheme** means a scheme containing the details and mechanisms for securing the use of local labour, contractors and goods and services during the construction of the Development to be submitted to the Local Planning Authority for its approval in accordance with paragraph 5 of Schedule 1;

**Local Planning Authority** means the local planning authority for the time being having jurisdiction over the subject matter of this Deed;

**Long Lease** means a lease in excess of 125 years less 30 days;

**Maximum Number of Residential Units** means 147 being the maximum number of Residential Units that may be constructed pursuant to the Planning Permission;

**Occupation** means the use as living accommodation of all or any of the Residential Units or the use of all or any of the Commercial Units for the purposes permitted by the Planning Permission (as the case may be) save for temporary occupation for the purposes of construction or fitting out the Development or any part or parts thereof and/or storage of plant and/or material and/or equipment and the words **Occupy** and **Occupied** and cognate expressions shall be construed accordingly;

**Occupier** means any owner, lessee or occupant of any Residential Unit and/or Commercial Unit within the Development;

**Off-Site Affordable Housing Contribution** means £3,100,000 (three million one hundred thousand pounds) Index-Linked by reference to the BCIS Index towards the provision of off-site social rented housing or otherwise in accordance with the Public Sector Investment Plan;

**Open Market Units** means those Residential Units within the Development that are not Affordable Housing Units;

**Open Market Value** means the value agreed by the Developer and the Corporation each acting reasonably of any completed unit of residential accommodation made available by a willing vendor to a willing purchaser in an unrestricted form for such value to be established at the time of marketing with no allowance for future sales inflation and in default of agreement to be determined at the request of either of the parties by Dispute Resolution;

**Parking Bays Contribution** means the sum of £9,000 (nine thousand pounds) Index-Linked by reference to the All Items Retail Prices Index to be used as compensation for the loss of revenue generated by parking bays on Park Lane or otherwise in accordance with the Public Sector Investment Plan;

**Plan 1** means the plan marked "Plan 1" attached to this Deed at Appendix 1 showing for identification purposes only the Property;

**Plan 2** means the plan marked "Plan 2" attached to this Deed at Appendix 1 showing for identification purposes only the Stratford South West Controlled Parking Zone;

**Planning Conditions** means the conditions contained in the Planning Permission;

**Planning Permission** means planning permission for the Development to be granted pursuant to the Application in the form of the draft annexed at Appendix 2 to this Deed;

**Predicted Grant Funding** means the level of grant funding anticipated by the Developer to be secured from the HCA in relation to the Affordable Housing Units as recorded in the Financial Appraisal;

**Property** means land at 206-214 High Street, Stratford, E15 2JA and registered at the Land Registry under the freehold titles NGL110993 and EGL507943 and the leasehold title NGL100316 shown for the purposes of identification only edged red on Plan 1;

**Protected Tenant** means any tenant who has exercised the right to acquire or the right to buy pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular Affordable Housing Unit;

**Public Sector Investment Plan** means the plan for infrastructure to be provided in the Lower Lea Valley or London Riverside Areas (as appropriate) as may be revised from time to time;

**Quarter** means the three calendar months ending on 31 March, 30 June, 30 September and 31 December in each year;

**Realised Average Sales Value** means the average sale price per square metre of Sellable Floorspace realised for sales to independent third parties of Open Market Units within the Development over the course of a calendar year and calculated in accordance with Schedule 2;

**Realised Sales Value** means the total consideration paid for an individual Open Market Unit within the Development;

**Registered Provider** means a provider of social housing as defined in Part 2 of the Housing and Regeneration Act 2008 who is registered pursuant to that Act who has not been properly removed from the Register;

**Request for Security Confirmation** means a written notice from the Corporation requesting a Security Confirmation in relation to relevant specified Residential Units within the Development to be made by the Corporation only at any time after Disposal of not less than 80% of the Residential Units;

**Residential Unit** means any separate unit of residential accommodation constructed on the Property pursuant to the Planning Permission;

**Response Notice** means a written notice to be served by the Local Planning Authority or its nominee pursuant to Clause 4.11 of Schedule 1;

**Revised Financial Appraisal** means a new financial appraisal produced in conjunction with the service of an Affordable Housing Proposed Tenure Mix Notice;

**Security** means in relation to any Residential Units specified in a Request for Security Confirmation legal provision by way of bank bond cash deposit mortgage parent company guarantee or other mechanism agreed between the Corporation and the Developer guaranteeing the availability of funds to pay the Discounted Standard Charges and (if applicable) Deferred Part of the Standard Charges payable by the Developer pursuant to this Deed in relation to the Residential Units the subject of a Request for Security Confirmation when they fall due in accordance with this Deed but no Security may be required by the Corporation for any of the Residential Units that the Developer has exchanged a contract to grant a Long Lease thereof for a premium;

**Security Confirmation** means the document that provides detailed information about the resources available to the Developer (including the value of the Property);

**Security Notice** means a notice from the Corporation specifying why the Corporation acting reasonably is not satisfied that the Security Confirmation is sufficient to provide the Corporation with sufficient confidence that the remaining Discounted Standard Charges and (if applicable) Deferred Part of the Standard Charges in relation to the Residential Units the subject of a Request for Security Confirmation will be paid when they fall due in accordance with this Deed;

**Sellable Floorspace** means the net internal area of any Residential Unit as defined and measured in accordance with the Code of Measuring Practice of the RICC ISVA Edition but also to include the area of bathrooms, toilets, lobbies, cupboards and any balconies;

**Shared Equity Unit** means a unit in the Development made available on the basis of:-  
(a) part rent and part sale or (b) part sale (subject in each case to the rights of the tenant to Staircase) with or without rent in any such case payable on the unpurchased share (but subject if required to ground rent);

**Staircase** means the purchase by the Occupier of additional equity in a Shared Equity Unit and **Staircasing** and **Staircased** shall be construed accordingly;

**Standard Charge** means the average cost per Residential Unit of providing infrastructure and services within the relevant part of the Corporation's Planning Functions Area assessed at the date of this Deed as twenty-two thousand six hundred pounds (£22,600.00) Index-Linked by reference to the BCIS Index having reached a balance between the costs of infrastructure required in the Corporation's area, the likely scale of the development that will come forward and the level of charge that it is appropriate for developments to meet without stifling development and provided always that the Standard Charge shall never exceed £22,600 Index-Linked per Residential Unit;

**Stratford South West Controlled Parking Zone** means the area shown edged red on Plan 2;

**Stratford South West Controlled Parking Zone Contribution** means the sum of £30,000 (thirty thousand pounds) Index-Linked by reference to the All Items Retail Prices Index towards implementing the proposed Carpenters Road controlled Parking Zone;

**Total Financial Contributions** means the Bus Stop Contribution, the Car Free Development Contribution, the Crossrail Contribution, the Deliveries Contribution, the Parking Bays Contribution and the Stratford South West Controlled Parking Zone Contribution taken together and totalling £121,000 (one hundred and twenty one thousand pounds); and

**Workplace** means the Council's one stop shop for ensuring that local people have access to:

- (a) jobs;
- (b) pathways to employment initiatives;
- (c) business advice; and
- (d) supply chain opportunities,

whose address is Boardman House, 64 Broadway, Stratford, London E15 1NT.

## 2 Interpretation

- 2.1 The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.2 Unless the context requires otherwise references in this Deed to clauses, sub-clauses, paragraphs, recitals, sub-paragraphs, annexures, appendices and schedules are references to those contained in this Deed and references to plans and drawings are references to plans and drawings annexed to this Deed.
- 2.3 The word "including" shall mean "including without limitation or prejudice to the generality of any description defining term or phrase preceding that word" and the word "include" and its derivatives shall be construed accordingly.
- 2.4 References in this Deed to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same.
- 2.5 In this Deed (where the context so admits) words importing the singular shall include the plural and vice versa and words importing one gender shall include all other genders.
- 2.6 In this Deed the expressions "Freehold Owner", "Leasehold Owner", "Developer", "Council", "Local Planning Authority" and "Corporation" shall include their respective statutory successors in respect of the functions to which this Deed relates and/or successors in title to the Property as the case may be (subject to the terms of this Deed).
- 2.7 Any obligations of the parties to this Deed contained in this Deed which are or may be deemed to be obligations of one or more persons shall be joint and several obligations on the part of those persons unless the context otherwise requires provided that nothing herein shall impose any liability upon either of the parties for the actions of the other.
- 2.8 Any covenant by the Freehold Owner/Leasehold Owner/Developer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred and any covenant by the Owner to do an act or thing may be deemed to include an obligation to use to procure that the act or thing is done.
- 2.9 If any provision in this Deed shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected, impaired or called into question.
- 2.10 In the event of any conflict between the provisions of this Deed and any document annexed hereto as referred to herein, the terms, conditions and provisions of this Deed will prevail.
- 2.11 Where any approval, consent, agreement or the like is required to be given pursuant to the terms of this Deed including any by the Corporation as a party to this Deed or in its capacity as the Local Planning Authority it shall be in writing and no party shall unreasonably withhold refuse or delay any such approval, consent, agreement or the like provided that nothing herein shall fetter the statutory rights, powers or duties of the Corporation in its capacity as the Local Planning Authority.
- 2.12 This Deed, any document entered into under it and any matter arising from it are to be governed by and interpreted in accordance with English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to this Deed and any such related document or matter.

### **3 Legal Basis**

- 3.1 This Deed is made pursuant to section 106 of the 1990 Act and the obligations herein constitute planning obligations for the purposes of the 1990 Act enforceable by the Corporation as the Local Planning Authority.
- 3.2 It is hereby agreed that the *Freehold Owner, the Leasehold Owner and the Developer* enter into this Deed with the effect of the planning obligations in Schedules 1 and 2 binding the Property.

### **4 Conditionality**

- 4.1 The planning obligations in Schedules 1 and 2 of this Deed are conditional upon:
- (a) the grant of the Planning Permission; and
  - (b) the Implementation Notice being given or deemed to have been given.

### **5 Provisions for Release**

- 5.1 It is hereby agreed by the parties hereto that this Deed shall determine if the Planning Permission is quashed, cancelled, revoked, modified (without consent) or expires prior to Implementation.
- 5.2 The Corporation hereby covenants with the Freehold Owner, the Leasehold Owner and the Developer that it shall upon reasonable request from all or any of them (but so that a request by the Freehold Owner and/or the Leasehold Owner will only be deemed a request pursuant to this Deed if it is also made by either or both of them with the written consent of the Developer) and subject to payment of the Corporation's reasonable and proper professional costs and charges in connection therewith certify compliance or partial compliance (as and if appropriate) with the provisions of this Deed or give its approval consent agreement or the like pursuant to this Deed (as the case may be).

### **6 Covenants by the Developer**

- 6.1 The Developer covenants with the Corporation to carry out and comply with the obligations on its part or to procure that the same are complied with as contained in Schedules 1 and 2 to this Deed.
- 6.2 The Freehold Owner and the Leasehold Owner separately covenant with the Corporation that the *Freehold Owner and the Leasehold Owner and/or their respective successors in title* (as the case may be) shall, in the event that the Freehold Owner and/or the Leasehold Owner or any of their respective successors in title Implement or operate the Development without the Developer, such party who operates or Implements shall observe and perform the obligations and covenants contained in Schedules 1 and 2 to this Deed but not otherwise.

### **7 Provisions Relating to the Corporation**

- 7.1 The Corporation shall carry out and comply with its obligations contained in Schedule 3 to this Deed.
- 7.2 Nothing herein contained shall fetter the statutory rights, powers and duties of the Corporation as Local Planning Authority.

## **8 Successors in Title**

- 8.1 Subject as mentioned in Clause 6 and as hereinafter mentioned the parties hereto agree that this Deed shall be binding upon the Property and shall be enforceable against the Freehold Owner, the Leasehold Owner and the Developer and their respective successors in title and those deriving title under any of them in respect of the Property and as provided in Section 106(3) of the 1990 Act but in accordance with section 106(4) of the 1990 Act it is the intention and agreement of the parties that neither the Freehold Owner, the Leasehold Owner, the Developer nor any of their respective successors in title nor those deriving title under any of them shall have any further liability under this Deed (but without prejudice to any rights of the Local Planning Authority in respect of any antecedent breach) in respect of:
- (a) any period during which the Freehold Owner or the Leasehold Owner or the Developer or any of them or any of their respective successors in title or those deriving title under any of them (as the case may be) no longer have an interest in the Property; or
  - (b) any breach of this Deed in relation to a part of the Property in which they do not have an interest or no longer have an interest at the time of the breach.
- 8.2 The obligations in this Deed shall not be binding on or enforceable against:
- (a) any mortgagee or chargee of the Developer except if such mortgagee or chargee becomes a mortgagee or chargee in possession of the whole or part of the Property in which case the mortgagee or chargee will not carry out or procure the Development or any part thereof without performing and observing the terms and obligations on the part of the Developer contained in this Deed; or
  - (b) any person with an interest in or is an occupier of a Commercial Unit or an Open Market Unit or any Protected Tenant and any mortgagee or chargee of any of them.

## **9 Registration**

- 9.1 It is hereby agreed and declared between the parties hereto that this Deed should forthwith be registered as a Local Land Charge by the Local Planning Authority for the purposes of the Local Land Charges Act 1975.

## **10 Third Party Rights**

- 10.1 Otherwise than as provided in this Deed a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

## **11 Dispute Resolution**

- 11.1 In the event of any dispute or difference between the Freehold Owner and/or the Leasehold Owner and/or the Developer and/or the Local Planning Authority and/or the Corporation as a party to this Deed or in its capacity as the Local Planning Authority (other than a dispute or difference relating to a question of law and/or in relation to the interpretation of this Deed and/or in relation to the Planning Permission and/or any of the contractual relationships and/or arrangements of the Freehold Owner and/or the Leasehold Owner and/or the Developer) the Freehold Owner, the Leasehold Owner, the Developer, the Local Planning Authority and the Corporation as mentioned aforesaid agree that the matter in dispute will on the application of any of the parties be referred to the Expert and it is further agreed that:

- (a) the determination of the Expert shall be final and binding on the parties save in the case of manifest error;
- (b) the parties shall be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct;
- (c) the Expert's costs shall be borne in such proportions as he/she may direct failing which the parties shall each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
- (d) the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee shall be appointed in the same manner as the Expert.

## 12 Variations

No variation to this Deed shall be effective unless made by Deed or pursuant to the determination of an application made under section 106A or an appeal made under section 106B of the 1990 Act.

## 13 Service of Notices

13.1 All notices, requests, demands or other written communications to or upon the respective parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by special delivery registered or recorded delivery or delivery by hand to the party to which such notice, request, demand or other written communication is to be given or made under this Deed and addressed as follows:

- (a) if to the Corporation to the address set out above marked for the attention of the Director of Planning;
- (b) if to the Freehold Owner to Cumberland Ellis LLP, Atrium Court, 15 Jockey's Fields, London WC1R 4QR and marked for the attention of Michael Sinha;
- (c) if to the Leasehold Owner to Bircham Dyson Bell, 50 Broadway, London SW1H 0BT marked for the attention of Bob Perrin;
- (d) if to the Developer to the address set out above and marked for the attention of Tony Patterson; OR
- (e) in the case of the Freehold Owner, the Leasehold Owner or the Developer such alternative address and/or addressee in the United Kingdom as any of them may from time to time notify in writing to the other parties.

13.2 The parties will act towards each other fairly reasonably and in good faith,

## 14 The Corporation's Legal Costs

The Developer agrees that upon completion of this Deed it will pay the Corporation's reasonable legal costs in the sum of £11,000 (eleven thousand pounds) in addition to VAT thereon not recoverable by the Corporation and reasonable disbursements properly incurred in the negotiation and completion of this Deed.

**15 VAT**

If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required, provided that the Developer will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

**16 Interest**

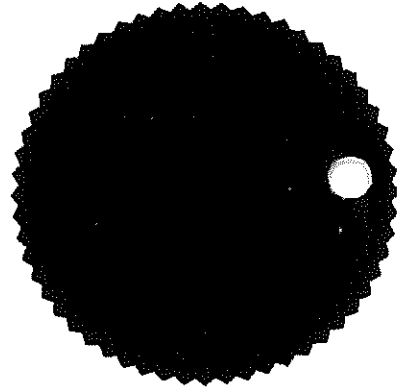
If any payment due under this Deed is paid late, Interest will be payable from the date payment is due to the date of payment.

**IN WITNESS** whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the date first above written

**THE COMMON SEAL of LONDON  
THAMES GATEWAY  
DEVELOPMENT CORPORATION**  
was hereunto affixed in the  
presence of:

)  
)  
)  
)  
)

*J. Jones*  
*ST. JAMES*



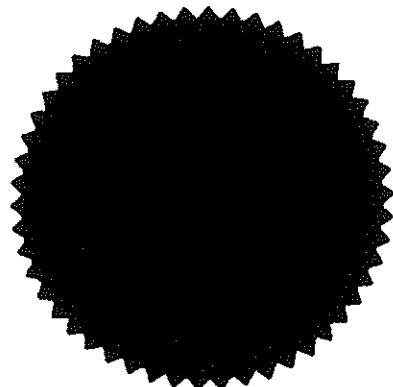
**THE COMMON SEAL of  
THE MASTER WARDENS AND  
COMMONALTY OF THE  
MYSTERY OF FREEMAN OF THE  
CARPENTRY OF THE CITY OF  
LONDON** was hereunto affixed in  
the presence of:

)  
)  
)  
)  
)  
)  
)

Master: *[Signature]*

Warden: *[Signature]*

Clerk: *[Signature]*





EXECUTED as a DEED by  
ESSO PETROLEUM COMPANY  
LIMITED acting by:

)  
)  
)

Director



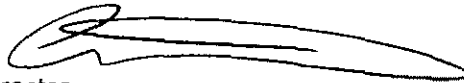
~~Director~~ Secretary



EXECUTED as a DEED by  
NEWLING UK LIMITED acting by:

)  
)

Director



~~Director/Secretary~~

WITNESS

THOMAS HARRISON  
31 HILL STREET LONDON W15 5LS  
TRAINEE SOLICITOR



**Schedule 1**  
**Covenants of the Developer**

**1 Implementation and Financial Contributions**

- 1.1 The Developer will serve an Implementation Notice on the Corporation at least fifteen (15) working days prior to the anticipated Implementation of the Development.
- 1.2 *The Developer hereby covenants to pay the Total Financial Contributions to the Corporation as follows:*
- (a) 25% (twenty five percent) on Implementation; and
  - (b) 75% (seventy five percent) on Occupation of at least 75% of the Residential Units.

**2 Standard Charge**

**General Obligations**

- 2.1 The Developer will pay to the Corporation an amount up to the full amount of the Standard Charge for each Residential Unit within the Development in accordance with the provisions that follow in this paragraph.

**Payment of Discounted Standard Charge**

- 2.2 The Developer shall be liable to pay to the Corporation the Discounted Standard Charge less the Total Financial Contributions as follows
- (a) twenty five per cent (25%) thereof in respect of the Maximum Number of Residential Units will become payable on Implementation of the Planning Permission but no such payments shall be payable if Implementation takes place before the 5th July 2011; and
  - (b) seventy five per cent (75%) thereof payable in respect of each such Residential Unit will become payable on Disposal of each such Residential Unit.

- 2.3 The payment of the monies due under paragraph 2.2(b) will be made within 20 working days of the end of each Quarter falling after Disposal in relation to all Residential Units Disposed of within that Quarter.

**Payment of Deferred Part of the Standard Charge**

- 2.4 The Developer shall pay the *Deferred Part of the Standard Charge only in relation to all Residential Units Completed more than three (3) years after the date of the Planning Permission within 20 days of the end of each calendar year in relation to all Residential Units Completed within that calendar year and calculated in accordance with Schedule 2 of this Deed.*
- 2.5 For the avoidance of doubt where the Deferred Part of the Standard Charge is payable, it is payable in addition to and not instead of the payment of the Discounted Standard Charge referred to in paragraphs 2.2 and 2.3.

**Long Stop Date**

- 2.6 Following Implementation and in relation to any Residential Unit comprised within the Maximum Number of Residential Units if:

- (a) any such Residential Unit has not been Completed within three (3) years of the date of the Planning Permission; and
- (b) the Deferred Part of the Standard Charge has not been paid in relation to that Residential Unit before the 10th anniversary of Implementation.

then the Developer covenants with the Corporation to pay the Deferred Part of the Standard Charge for each such Residential Unit on the tenth (10th) anniversary of Implementation.

- 2.7 The amount of the Deferred Part of the Standard Charge payable under paragraph 2.6 for any Residential Unit shall be calculated in accordance with the provisions of Schedule 2.

### **General**

- 2.8 The payment obligations set out at paragraph 2.6 above are without prejudice to the payment obligations in paragraphs 2.2, 2.3 and 2.4 of this Schedule.
- 2.9 The payments set out at paragraph 2.6 above shall be paid irrespective of whether the Residential Unit to which they relate has been Completed.
- 2.10 The sum of the Discounted Standard Charge and the Deferred Part of the Standard Charge in relation to any Residential Unit will never exceed the Standard Charge for that Residential Unit.
- 2.11 The Developer shall act in good faith in relation to the Disposal of Residential Units and the disclosure of financial information with the objective of ensuring that if as a consequence of realising higher values whether as capital receipts for Residential Units than had been anticipated they will make payments of additional amounts of the Standard Charge.

### **3 Security**

- 3.1 At any time after the Disposal of 80% of the Residential Units the Corporation may issue a Request for Security Confirmation from the Developer.
- 3.2 A Security Confirmation must be provided within twenty eight (28) working days of a Request for Security Confirmation.
- 3.3 If following receipt of a Security Confirmation the Corporation acting reasonably is not satisfied that the Developer will be able to pay the Discounted Standard Charge in relation to the specific Residential Units the subject of the Request for Security Confirmation served by the Corporation in relation thereto as required when they fall due in accordance with this Deed it shall be entitled to serve a Security Notice on the Developer.
- 3.4 Unless there is a dispute which shall be resolved using Dispute Resolution the Developer shall provide Security to the Corporation within twenty eight (28) Working days of the date of the Security Notice or final resolution of such dispute (as the case may be).
- 3.5 Subject to paragraph 3.4 above if the Developer fails to provide Security within twenty eight (28) working days of the date of the Security Notice in relation to the specific Residential Units the subject of the Request for Security Confirmation served by the Corporation in relation thereto or if there is a dispute which is resolved using Dispute Resolution 28 working days after final resolution of such dispute there shall be a deemed default of the longstop provisions contained in paragraph 2.6 dependent upon the outcome of the Dispute Resolution and the Corporation may commence enforcement

proceedings acting reasonably as it sees fit to obtain the provision of Security and/or recover the Discounted Standard Charge and the Deferred Part of the Standard Charge relating to such Residential Unit (as applicable) at the rate last charged in relation to the Maximum Number of Residential Units and shall be entitled to prevent any further development on the Residential Units specified until such time as the Security has been provided.

#### 4 Affordable Housing

- 4.1 The Developer shall pay the Off-Site Affordable Housing Contribution to the Local Planning Authority as follows:
- (a) 10% (ten percent) prior to Implementation; and
  - (b) 90% (ninety percent) forthwith after Disposal of 75% of the Residential Units.
- 4.2 The Developer shall not Occupy any of the Open Market Units until it has submitted the Affordable Housing Scheme to the Local Planning Authority and the Local Planning Authority has given its written approval thereto and at least 25% of the Affordable Housing Units have been Completed;
- 4.3 The Affordable Housing Scheme shall contain details of the type, mix (if different from the Affordable Housing Tenure Mix or any approved variation thereof, tenure and price (if negotiated) of the Affordable Housing Units.
- 4.4 The Affordable Housing Units shall be constructed to the standard as published from time to time by the Homes and Communities Agency setting out quality requirements for Affordable Housing Units or as otherwise agreed with the Local Planning Authority.
- 4.5 The Developer shall, subject to the provisions of paragraph 4.6 of this Schedule:
- (a) provide sixteen (16) Affordable Housing Units; and
  - (b) not Occupy more than 90% of the Open Market Units unless and until all the Affordable Housing Units have been Completed and the Developer has used reasonable endeavours to Dispose of them.
- 4.6 The Affordable Housing Units shall not be Occupied for any purpose other than Affordable Housing of the tenure type for which they are required to be provided pursuant to this Deed (unless there has been Staircasing to 100% of the equity in any such unit) save that the obligations in this paragraph 4.6 will:
- (a) not bind any mortgagee or chargee of an Affordable Housing Provider or any mortgagee or chargee of an Occupier of an Affordable Housing Unit or any receiver or manager (including and administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities for the purpose of providing or facilitating any purchase of all or any of the Affordable Housing Units nor will the obligations be binding on any purchaser from any such person or successor in title or any mortgagee or chargee of any of them; and
  - (b) cease to apply in respect of any Shared Equity Unit where the tenant has Staircased to one hundred per cent (100%) of the equity in such unit.
- 4.7 No leasehold or tenancy interest shall be granted by the Developer in respect of any Affordable Housing Unit other than to an Affordable Housing Provider unless it is to a person or persons or household who, at the time that the interest is granted, is in need of Affordable Housing in the area administered by the Council (in its capacity as a housing authority) and which meets the reasonable criteria and objectives for being in need of

Affordable Housing as set by the Council or is a person or persons chosen from the East London Intermediate Housing Waiting List or a person or persons of equivalent or lesser status in need of Affordable Housing but if such person or persons or household is unable to finance the purchase of an Affordable Housing Unit then the Developer is free to dispose of it to any other such person.

- 4.8 The Developer will report to the Local Planning Authority by a date twenty (20) Working Days after the end of each Quarter after Completion of the occurrence of each of the following events within the preceding Quarter:
- (a) the date of Completion of Residential Units; and
  - (b) the date of any Disposal of Residential Units.
- 4.9 The Developer will endeavour to procure if agreed by the Development Affordable Housing Provider but not otherwise that whilst such Affordable Housing Unit remains Affordable Housing in the lease or other form of ownership of each Affordable Housing Unit granted by it there will be:
- (a) an obligation on the tenant that upon the first registration of title a restriction on such title will be noted precluding disposal of the interest in question other than in accordance with this Deed whilst such Affordable Housing Unit remains Affordable Housing; and
  - (b) a prohibition on sub-letting or underletting (except with the landlord's consent).
- 4.10 The Developer covenants that in respect of the Affordable Housing Units, in the event that the Achieved Grant Funding is a sum less than the Predicted Grant Funding or the Developer otherwise wishes to change the Affordable Housing Tenure Mix, then the Developer (in conjunction with the Development Affordable Housing Provider, if any but not otherwise) will serve the Affordable Housing Proposed Tenure Mix Notice on the Local Planning Authority or its nominee PROVIDED THAT in formulating the tenure mix set out in such Affordable Housing Proposed Tenure Mix Notice the Developer (in conjunction with the Development Affordable Housing Provider) shall:
- (a) demonstrate that such tenure mix reasonably meets the Homes and Communities Agency's value for money criteria and all other current and relevant regulations and requirements of the Homes and Communities Agency; and
  - (b) produce a Revised Financial Appraisal and demonstrate that such tenure mix is Financially Neutral.
- 4.11 The Local Planning Authority shall or will procure that its nominee shall within a period of one month (time of the essence) from receipt by it of the Affordable Housing Proposed Tenure Mix Notice serve the Response Notice on the Developer specifying whether acting reasonably it approves the tenure mix set out in the Affordable Housing Proposed Tenure Mix Notice.
- 4.12 In the event that:
- (a) the Local Planning Authority or its nominee fails to serve a Response Notice within such period of one month of receipt then the tenure mix set out in the Affordable Housing Proposed Tenure Mix Notice shall be deemed to be the Affordable Housing Actual Tenure Mix in respect of the Affordable Housing Land;
  - (b) the Local Planning Authority or its nominee serves the Response Notice which sets out a Revised Affordable Housing Tenure Mix and the Developer (in conjunction with the Affordable Housing Provider) approves the Revised

Affordable Housing Tenure Mix then that tenure mix shall be deemed to be the Affordable Housing Tenure Mix in respect of the Affordable Housing Land; and

- (c) if the Local Planning Authority or its nominee acting reasonably serves the Response Notice within such period of one month stating that it does not approve the Revised Affordable Housing Tenure Mix because in its reasonable opinion such tenure mix is not Financially Neutral or otherwise or if the Developer does not approve the Revised Affordable Housing Tenure Mix proposed by the Local Planning Authority or its nominee pursuant to paragraph 4.12(b) (as the case may be) then the Affordable Housing Actual Tenure Mix shall be determined pursuant to clause 11 of this Deed.

## **5 Local Labour, Contractors, and Goods and Services**

- 5.1 The Developer will not Implement the Planning Permission unless and until it has submitted to the Corporation the Local Labour Commitment Scheme which relates to the construction of the Development and the Corporation has approved it (such approval not to be unreasonably withheld or delayed).
- 5.2 In preparing the Local Labour Commitment Scheme the Developer will consult with Workplace.
- 5.3 The Local Labour Commitment Scheme will require the Developer to use reasonable endeavours (but not so as to unduly delay the construction of the Development and/or cause any commercially material additional cost to the Developer) to:
  - (a) identify or procure the identification to Workplace the scope and quantum of skills requirement, jobs and supply chain opportunities at the earliest opportunity during the construction of the Development;
  - (b) identify or procure the identification to Workplace a member of staff of the Developer or its contractor working on the Development who will be the key liaison person to ensure the efficient operation of the Local Labour Commitment Scheme;
  - (c) place appropriate obligations on the Developer's contractor working on the Development to notify Workplace of all job opportunities on an ongoing basis which relate to the construction of the Development, and, if appropriate and practicable, recruit suitably qualified applicants put forward by Workplace. If Workplace is unable to indicate that they have a suitably qualified applicant or applicants available to fill a position within 48 hours of receiving notification from such contractor in relation to that position, then Workplace will refer the contractor to other partners such as Jobcentre Plus and/or neighbouring boroughs;
  - (d) place appropriate obligations on such contractor to meet with Workplace staff to develop and agree suitable training opportunities to ensure that local people are prepared with the right skills to access forthcoming vacancies;
  - (e) place appropriate obligations on such contractor to provide Workplace with quarterly monitoring information regarding staff personnel in a way that is compliant with the Data Protection Act 1998 and other relevant legislation and subject to Workplace confirming in writing that it will comply with appropriate confidentiality restrictions in relation to such information. This obligation requires the contractor to request the consent of staff personnel to the information in the categories specified below being shared with the Corporation for equality monitoring purposes. For the avoidance of doubt, it is considered that the submission of the following categories of information will not uniquely identify an individual:

- (i) full postcode;
  - (ii) gender;
  - (iii) age group (16-24, 25-49, and over 55);
  - (iv) length of residency in the Council's area in the following categories: (i) less than 6 months; (ii) 6-12 months; (iii) 1-5 years; (iv) 5-10 years; and (v) 10 years plus;
  - (v) job title;
  - (vi) full time or part time;
  - (vii) ethnicity (using census categories);
  - (viii) disability;
  - (ix) previous employment status (including length of previous employment where relevant in the following categories: (i) less than 6 months; (ii) 6-12 months; and (iii) 12 months plus; and
  - (x) sexuality;
- (f) place appropriate obligations on such contractor to provide Workplace with details of supply chain opportunities at the earliest possible opportunity so that Workplace staff can disseminate this information to local businesses who may be in a position to submit tender applications;
  - (g) ensure so far as is practicable the recruitment at the Property of local residents defined as living in Newham postcodes E6, E7, E12, E13, E15 and E16;
  - (h) achieve so far as is practicable a target of 25% local employment at the Property;
  - (i) ensure that, subject as mentioned in this paragraph 5 and so far as is practicable, the recruitment will be through Workplace;
  - (j) ensure that, subject as mentioned in this paragraph 5, the above measures should constitute so far as is practicable the sole recruitment method for any additional staff required by such contractors for seven working days prior to the vacancy becoming available and that by an agreed date Workplace shall be furnished with a full breakdown of staffing requirements and labour loadings, including estimates and numbers of particular skills required;
  - (k) ensure that so far as is practicable at least 25% of additional service and support functions required to facilitate the construction of the Development are provided by local employers and businesses in the London Borough of Newham;
  - (l) provide or procure the provision so far as is practicable to Workplace or its nominee(s) as soon as it is available a schedule of the breakdown of all construction contracts and suppliers required to complete the Development to enable opportunities to be promoted to local contractors and suppliers;
  - (m) report or procure the reporting on written request the value of all orders placed with Newham suppliers to Workplace or its nominee(s);
  - (n) ensure that such contractors will supply to Workplace or its nominee(s) site

monitoring information on a regular basis; and

- (o) meet a representative of Workplace at least once a month at the Property commencing from Implementation of the Planning Permission in respect of the Development until Completion of the Development or until such earlier time as may be agreed in writing between the Developer and the Corporation

- 5.4 The Developer shall not construct the Development except in accordance with the approved Local Commitment Scheme but subject as otherwise mentioned in this clause 5).

## **6 Highway Works**

- 6.1 The Developer will not Occupy nor permit the Development to be Occupied unless and until it has entered into an agreement with the Council (in its capacity as local highway authority) pursuant to section 278 of the Highways Act 1980 in relation to the carrying out of the Highway Works in accordance with the Highway Works Scheme as soon as possible after the date of this Deed.
- 6.2 The Developer shall not Occupy more than 90% of the Residential Units until the Highway Works are substantially completed but this provision shall not apply if the Highway Works are not completed due to any act neglect or default of the council (as local highway authority) and/or any of its servants and/or agents and/or contractors.

## **7 DAISY**

- 7.1 The Developer will not Occupy nor permit to be Occupied for the first time the Development unless and until it has used reasonable endeavours to co-operate with TFL (provided TFL is willing to co-operate) in order to arrange for DAISY screens to be installed within the Development at the expense of the Developer.



## Schedule 2

### Deferred Standard Charge

The Deferred Part of the Standard Charge if payable pursuant to paragraph 2.4 of Schedule 1 will shall be determined using the following process:

- 1 The Developer shall disclose to the Local Planning Authority within twenty (20) working days of the end of each calendar year between the date of Implementation and the date 10 years from the date of Implementation or if earlier the date of Occupation of all of the Open Market Units all relevant financial information including subject to availability records from the Valuation Office and Land Registry relating to the Realised Sales Values achieved by the Developer for sales of all Open Market Units within the Development in the preceding calendar year.
- 2 The Corporation will apply the following calculation to assess the Realised Average Sales Value:
  - (a) divide the Realised Sales Value of each Open Market Unit sold within the preceding calendar year by the total area of Sellable Floorspace measured from the lease plan showing the extent of the demise of that Open Market Unit to obtain the average sales value per square metre for that unit;
  - (b) add the average sales values per square metre of Sellable Floorspace measured from the lease plan showing the extent of the demise for each of the Open Market Units sold within the preceding calendar year;
  - (c) divide the figure calculated under 2(b) by the total number of Open Market Units sold in the preceding calendar year.
- 3 The Corporation will apply the following calculation to assess the Development Realised Average Sales Value:
  - (a) add together the Realised Average Sales Values for each year in which Open Market Units forming part of the Development have been sold to obtain the total Realised Average Sales Values obtained during such years;
  - (b) divide this figure by the total number of years in which Open Market Units forming part of the Development have been sold to get the Development Realised Average Sales Value
- 4 A Deferred Part of the Standard Charge payable by the Owner will be determined as set out in the table below:

Realised Average Sales Values in the preceding calendar year in respect of an Open Market Unit	Deferred Standard Charge payable for each Residential Unit Disposed of in the preceding calendar year
£51.93 - £56.58 per square metre (£559 - £609 per square foot)	£4,000
£56.58 - £61.22 per square metre (£609 - £659 per square foot)	£8,000
£61.22 + per square metre (£659 + per square foot)	£12,600

## Schedule 3 Corporation's Obligations

### 1 Site Specific Obligations

- 1.1 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to:
- (a) process and determine any application made by the Freehold Owner and/or the Leasehold Owner and/or the Developer to discharge all or any of the Planning Conditions as expeditiously as possible;
  - (b) co-operate with the Freehold Owner and/or the Leasehold Owner and/or the Developer (as the case may be) and/or the Council in relation to negotiating the Highway Works and the Highway Works Scheme and associated statutory agreements expeditiously;
  - (c) support an application made by the Freehold Owner and/or the Leasehold Owner and/or the Developer and/or the Development Affordable Housing Provider or proposed Development Affordable Housing Provider (as the case may be) for grant funding in so far as it is able to do so.

### 2 Financial Contributions

- 2.1 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to use the following contributions strictly for the purposes stated and for no other purpose under the Public Sector Investment Plan:
- (a) The Bus Stop Contribution to be used solely towards the provision of bus stops in the vicinity of the Property;
  - (b) The Deliveries Contribution to be used solely towards the cost of implementing waiting, loading and unloading restrictions on Carpenters Road and Jupp Road West;
  - (c) The Stratford South West Controlled Parking Zone Contribution to be used solely towards the implementation of the Stratford South West Controlled Parking Zone; and
  - (d) The Crossrail Contribution to be used solely towards the cost of implementation of Crossrail.

### 3 Management of Standard Charges by the Corporation

- 3.1 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to use all reasonable endeavours to secure the provision of the infrastructure in relation to which the Standard Charges are being paid in accordance with the Public Sector Investment Plan.
- 3.2 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to procure that the Standard Charge will only be applied towards the provision of Infrastructure in accordance with the Public Sector Investment Plan.
- 3.3 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to use all reasonable endeavours to ensure that all

details (including applications for reserved matters approvals) submitted by the Freehold Owner and/or the Leasehold Owner and/or the Developer pursuant to the Planning Permission and/or this Deed respectively are considered expeditiously and with all due diligence

#### **4 Level of Standard Charge**

- 4.1 The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally that within 20 days of the end of each financial year and if either or both of the circumstances set out in paragraph 4.2 below exist, it will reduce the level of the Standard Charge specified in this Deed by an appropriate amount to take into account the secured level of public funding and/or the amount of Standard Charge it expects to receive from Commercial Units and notify the Parties forthwith of any such reduction.
- 4.2 The circumstances referred to in paragraph 4.1 are that the Corporation acting reasonably either:
- (a) considers both that:
    - (i) public funding has been secured for all or any specific element of infrastructure specified in the Public Sector Investment Plan or any part thereof; and
    - (ii) that full funding whether by grant, contribution or payment by any third party for all other infrastructure specified in the Public Sector Investment Plan has been secured; OR
  - (b) extends the Standard Charge to commercial development.

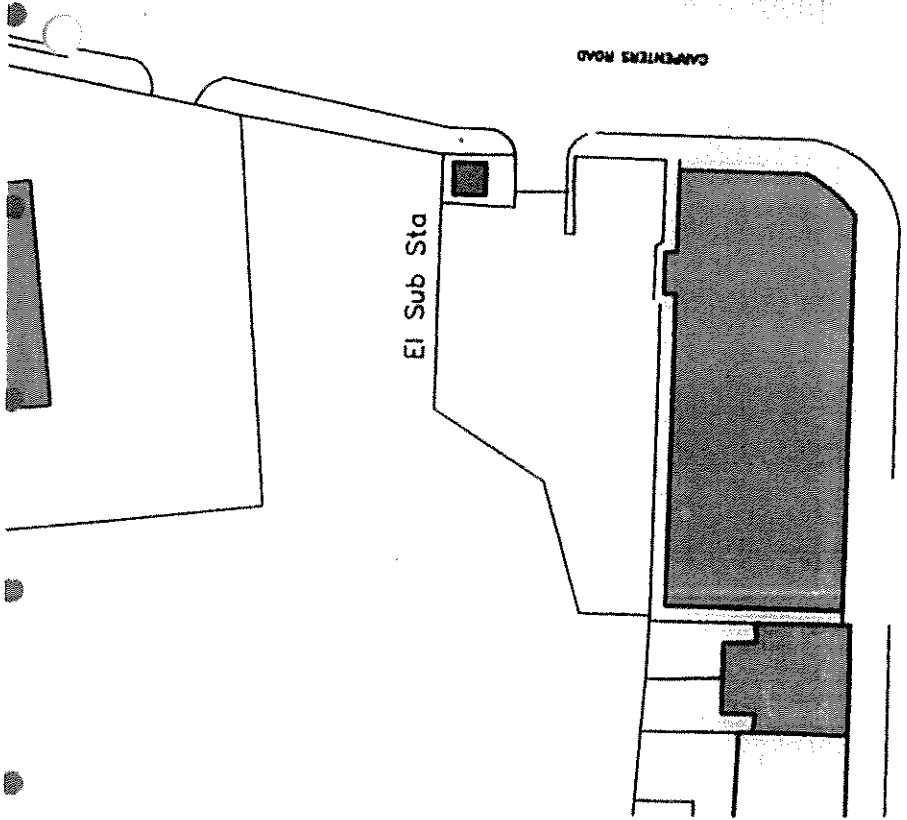
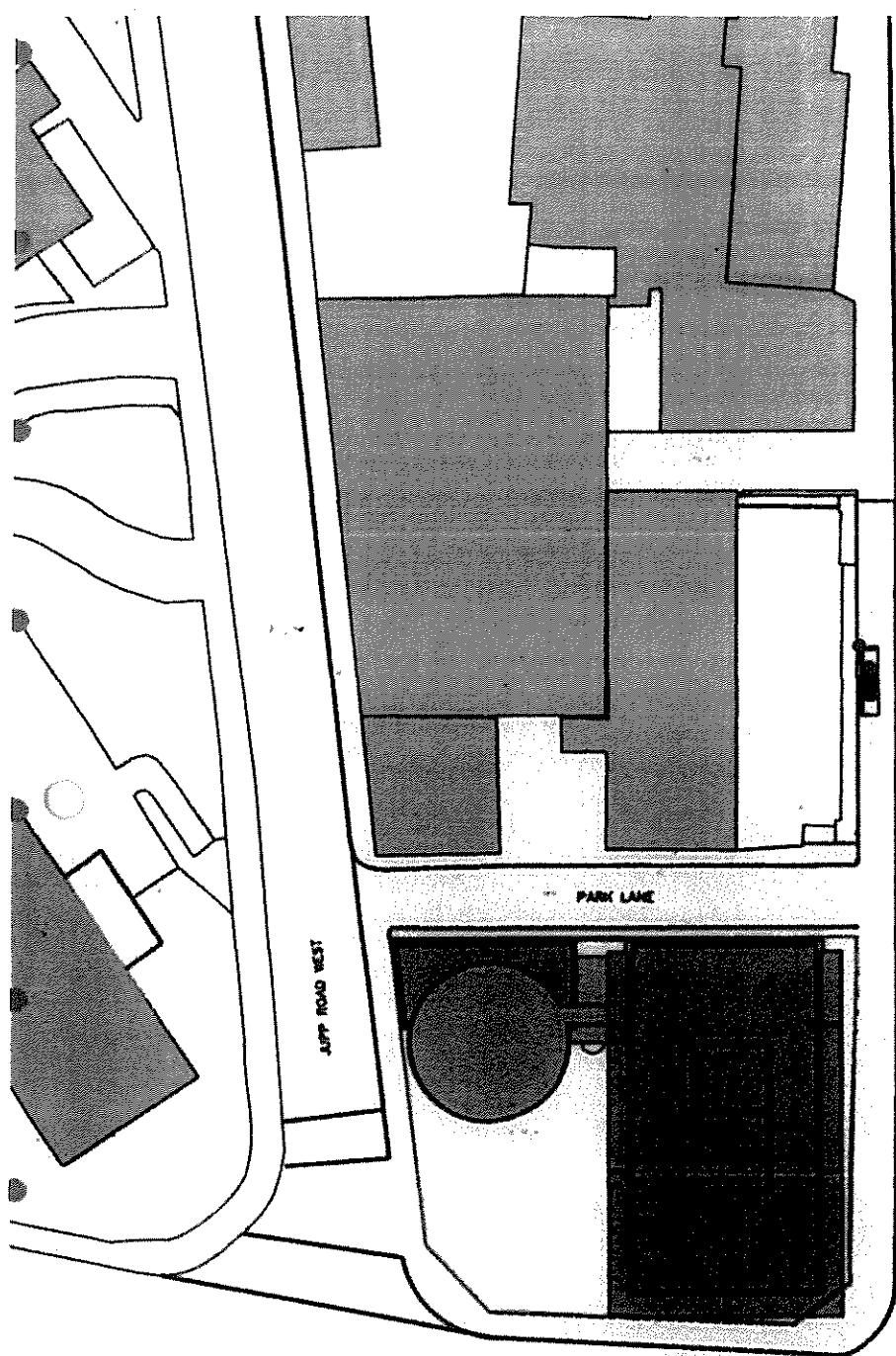
#### **5 Repayment**

- 5.1 The Corporation covenants to advise the Developer on a regular basis or forthwith on written request with details of the funding obtained from time to time as mentioned in Clause 4.2(a)(i) and provide a re-calculation of the reduced level of the Standard Charge as mentioned in Clause 4.1 and the surplus of any such Standard Charge receipts from time to time.
- 5.2 If a surplus of Standard Charge receipts remain uncommitted on 31 December following the provision of all infrastructure specified in the Public Sector Investment Plan to which any Standard Charge relates or is intended to relate or as a result of any such recalculation of such Standard Charge the Developer is entitled to a rebate and the Corporation covenants with the Developer to return forthwith an appropriate and equitable proportion of such surplus.

#### **6 Planning Permission**

The Corporation covenants with the Freehold Owner, the Leasehold Owner and the Developer jointly and severally to grant the Planning Permission on exchange of this Deed.

**Appendix 1**  
**Plans**



*[Signature]*  
 Mr. [unclear]  
 Tim Gregson

*[Signature]*  
**DIRECTOR**

*[Signature]*  
**ASST.**  
 Secretary

PLAN 1

*[Signature]*  
 Director

*[Signature]*  
 [unclear]

*W. J. ...*  
*Mark ...*  
*Tim Gibson*  
*[Signature]*  
**ASST.**  
*Secretary*

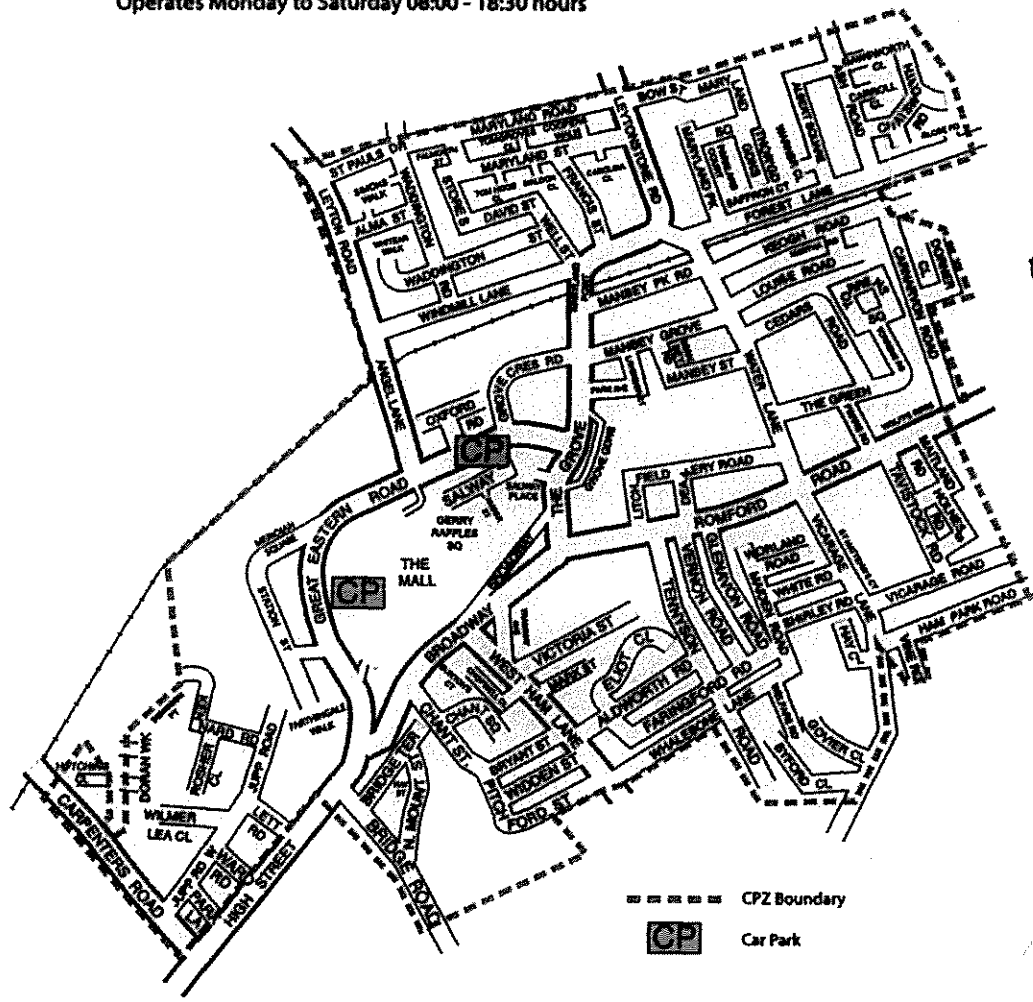
PLAN 2

**DIRECTOR**

CPZ BOUNDARIES MAP

**Stratford Controlled Parking Zone**

Operates Monday to Saturday 08:00 - 18:30 hours



*[Signature]*  
*Director*



Map based upon aerial photography updated by © graphics 01/05

*[Signature]*  
*[Signature]*

**Appendix 2**  
**Draft Planning Permission**

Case no. LTGDC-09-088-FUL

Chris Board  
DC Planning  
2 Thrift Cottages  
Noakes Farm Lane  
Boxted  
CO4 5RA

**NOTICE OF DECISION ON PLANNING APPLICATION**

**TOWN AND COUNTRY PLANNING ACT 1990  
LONDON THAMES GATEWAY DEVELOPMENT CORPORATION  
(PLANNING FUNCTIONS ORDER) 2005**

**APPLICATION NO:** 09/01746/LTGDC/LBNM  
**LOCATION:** 206 - 214 High Street, Stratford, E15 2JA  
**PROPOSAL:** Redevelopment of site for A1, A2, A3, A4, B1 and D2 (total 1,596m<sup>2</sup>), provision of 147 residential units in 26 storey building with basement car park.  
**APPLICANT:** Newling Uk Ltd

The London Thames Gateway Development Corporation, being the Local Planning Authority for the purposes of the application received on 04/11/2009 for Planning Permission, as described above, has resolved to:

**GRANT PLANNING PERMISSION SUBJECT TO CONDITIONS**

The conditions to which the permission is subject are as follows:

Time Limits, approved drawings / documents and content of development

A1. The development hereby permitted must be commenced no later than the expiration of THREE YEARS from the date of this permission.

*Reason: To comply with Section 92 of the Town and Country Planning Act 1990 and because of the scale and timescale of the development.*

A2. Save as these conditions provide otherwise, or any matter is reserved for the later approval of the Local Planning Authority, all works are to be completed in accordance with the drawing numbers 2841\_L101\_P4, 2841\_L102\_P3, 2841\_L103\_P1, 2841\_L201\_P4, 2841\_L300, 2841\_L301\_P4, 2841\_L302\_P3, 2841\_L303\_P4 prepared by Levitt Bernstein Architects unless



otherwise approved in writing by the Local Planning Authority.

*Reason: To ensure that the development is constructed in accordance with the approved drawings in accordance with Policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with alterations since 2004). The development is acceptable on the basis of the particulars contained within the application and this condition seeks to ensure the development is undertaken in strict accordance with the approved details.*

## B. External Design

B1. No development shall take place until full details, including samples, specifications and annotated plans produced at, where appropriate, 1:5 or 1:20 of the following have been submitted to and approved in writing by the local planning authority:

1. double-skin façade;
2. balconies/winter gardens;
3. facing materials;
4. external signage;
5. external lighting;
6. external plant;
7. roof mounted photovoltaic cells.

The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

*Reason: To ensure a satisfactory standard of external appearance and to protect local amenity in accordance with Policy EQ19 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

B2. All ground floor doors shall open inwards into the site and not outwards over the public highway to the satisfaction of the Local Planning Authority.

*Reason: To ensure the development does not clutter the highway or compromise pedestrian safety in accordance with Policies EQ26 and T14 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 3C.20 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

B3. No development shall take place until details of hard and soft landscaping have been submitted to and approved in writing by the Local Planning Authority for the following areas:

- a) Public realm;
- b) Second floor roof terrace.

The hard and soft landscaping scheme for each area shall include details of the following:

1. tree and planting species;
2. surface materials;
3. boundary treatment;
4. design and layout;
5. street furniture;
6. signage and information boards;
7. management and maintenance

The hard and soft landscaping shall be implemented in accordance with the approved details and thereafter permanently maintained, to the satisfaction of the Local Planning Authority.

The soft landscaping details shall be accompanied with adequate information to demonstrate:

- a) the use of suitable native and locally appropriate marginal and aquatic planting species, which where practical shall be locally sourced;
- b) that planting shall be selected and designed to maximise the habitat available to locally important and protected species.
- c) that all landscaping that is intended to be accessible shall be fully accessible and useable by disabled people, including wheelchair users, people with sight impairment and people with prams or pushchairs

The soft landscaping scheme shall be implemented in the first planting season following first occupation. Any plants or trees required as part of the implementation of the condition that die or are removed, damaged or diseased within a period of FIVE years from the substantial completion of the development shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

Any trees, shrubs or grassed areas become diseased, damaged or die within the first five years from the date of planting within any part of the development shall be replaced within the next planting season, to the satisfaction of the Local Planning Authority.

*Reason: To ensure an appropriate standard of design quality, public amenity and accessibility in accordance with Policies EQ2, EQ3, EQ9, EQ10, EQ11, EQ12, EQ15, EQ18, EQ19, EQ21, EQ25, EQ26, T19, T22, T24, H14 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4B.1 and 4B.10 of the London Plan (Feb 2008,*

*Consolidated with Alterations Since 2004).*

B4. With the exception of roof mounted antennae or satellite dish designed for communal use by the occupiers of each development block, no antennae or satellite dishes shall be placed on any elevation unless submitted to and approved in writing by the Local Planning Authority.

*Reason: To ensure a satisfactory standard of external appearance, in accordance with Policy DE1 of the London Borough of Barking and Dagenham Unitary Development Plan (adopted 1996, saved from 18<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4A.3, 4B.1, 4B.2, 4B.3, 4B.9 and 4B.10 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

B5. No development shall take place until a wind assessment, including necessary mitigation, has been undertaken to demonstrate that wind conditions in the public realm are conducive to walking and sitting. The mitigation measures shall be implemented in accordance with the approved details and thereafter permanently retained.

*Reason: To safeguard the amenity of prospective occupiers and the general public in accordance with Policy 4B.10 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

### C. Sustainability

C1. All residential units shall be constructed to achieve a minimum Code for Sustainable Homes Level 3 unless otherwise agreed in writing by the Local Planning Authority. The development shall not be occupied until the applicant has demonstrated that all reasonable endeavours have been made to achieve a higher Code for Sustainable Homes rating and a post construction stage final certificate has been issued by a DCLG code assessor.

*Reason: To ensure the principles of sustainability are achieved in all new housing in accordance with Policy H13 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policy 4A.3 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

C2. All residential units within the development shall be constructed and permanently retained in accordance with Lifetime Homes standards, as defined in the Joseph Roundtree Foundation publication "Achieving Part M and Lifetime Homes standards" and the joint collaboration of JRF, Major of London, GML Architects and Habinteg HA in the publication 'Lifetime Homes' and as referred to in the GLA Accessible London SPG (Appendix 4).

*Reason: To ensure that accessible housing is providing, in accordance with Policies EQ18, EQ19, EQ25, H14 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3A.5, 4B.1, 4B.2*

and 4B.3 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).

C3. No development shall take place until a certificate confirming BREEAM rating 'Very Good' or 'Excellent', accompanied by a full assessment of all energy saving measures that will be implemented to achieve this rating, has been submitted to and approved in writing by the Local Planning Authority. The development shall be implemented and operated in accordance with the BREEAM certificate.

*Reason: In the interest of climate change and sustainability in accordance with Policies S4, EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policies 4A.2, 4A.3 AND 4A.8 of the London Plan consolidated with alterations since 2004 (February 2008).*

C4. No development shall take place until details of renewable energy technologies, including the infrastructure required to connect to a future district heating network, have been submitted to and approved in writing by the Local Planning Authority. The renewable energy technologies shall be implemented in accordance with the approved details and permanently retained and maintained to the satisfaction of the Local Planning Authority.

*Reason: To ensure the development contributes adequately towards mitigating climate change and reducing carbon emission in accordance with Policy 4A.3, 4A.5, 4A.6 and 4A. 7 of the London Plan.*

#### D. Highways and Access

D1. No development shall take place until the detailed design of the following highway and access works have been submitted to and approved in writing by the Local Planning Authority:

1. the access to and layout of the basement, including:
  - i. parking allocation;
  - ii. disabled parking;
  - iii. cycle parking facilities;
  - iv. surface materials;
  - v. engineering and working drawings of the car lift;
  - vi. management and maintenance strategy for the car lift;
  
2. the detailed highway design of Park Lane, including:
  - vii. the location of taxi pick up and drop off;
  - viii. vehicle loading and unloading;
  - ix. pedestrian footways;
  - x. surface materials;
  - xi. drainage;

- xii. signage;
- xiii. street furniture;

*Reason: To agree an acceptable vehicular access to the development to maintain pedestrian safety on the footway in accordance with Policies T13, T14 and T19 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 3C.20 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

D2. No development shall take place until details of secure and covered cycle parking facilities have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until a minimum of 147 cycle parking spaces have been installed in accordance with the approved details.

*Reason: To promote sustainable modes of transport in accordance with Policy T24 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and policies 3C.3 and 3C.22 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

D3. No development shall take place until a Delivery and Servicing Plan has been submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London. The Delivery and Servicing Plan shall set out the proposed management arrangements for servicing the development from Park Lane.

*Reason: To prevent obstruction of the public highway and avoid accidents in accordance with Policies T13 and T14 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and policy 3C.3 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

D4. Unless otherwise agreed in writing by the Local Planning Authority, no fewer than 10% of the total number of residential units within the development shall be constructed to be easily adapted for residents who are wheelchair users in accordance with the publication "Wheelchair Housing Guide Second Edition" by Stephen Thorpe and Habinteg HA. No development shall take place until the location of these units has been agreed in writing by the Local Planning Authority.

*Reason: To ensure that accessible housing is providing, in accordance with Policies EQ18, EQ19, EQ25, H14 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3A.5, 4B.1, 4B.2 and 4B.3 of the London Plan (Feb 2008, Consolidated with Alterations Since*

2004).

D5. No development shall take place until a security management scheme, including, for example, details of CCTV, concierge services, door entry systems and car park security, has been submitted to and approved in writing by the Local Planning Authority. The security management scheme shall be implemented in accordance with the approved details and prior to the occupation of the relevant Phase of development and permanently retained thereafter to the satisfaction of the Local Planning Authority.

*Reason: In order to provide a safe and secure development, in accordance with Policy H13 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4B.1, 4B.2, 4B.3 and 4B.6 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

D6. The development hereby approve shall not commence until a Travel Plan has been submitted to and approved by the Local Planning Authority. The Travel Plan shall include details of funding, implementation, monitoring and review. The development shall be occupied only in accordance with the approved Travel Plan.

*Reason: To promote sustainable travel patterns in accordance with Policies 3C.1 and 3C.3 of the London Plan (adopted February 2008 and consolidated with Alterations since 2004).*

#### E. Construction

E1. No development shall take place until a Construction Logistics Plan, including a full breakdown of the timing and detail of construction works, site access and booking arrangements, construction phasing, vehicular routes and the impacts on the public highway and Olympic Road Network (ORN), has been submitted to and approved in writing by the Local Planning Authority, in consultation with the Olympic Delivery Authority and Transport for London.

*Reason: To ensure there are no adverse impacts on the Olympic Road Network during the Olympic Games in accordance with Policy 5C.2 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

E2. No development shall take place until a Construction and Environmental Management Plan has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall provide details of all methods of site preparation and construction of the development and include:

- a. traffic management;
- b. demolition and clearance;
- c. site remediation and ground works;
- d. waste management;

- e. surface water pollution control;
- f. sourcing of materials;
- g. location and type of stored materials
- h. smoke and odour control;
- i. avoidance of fires;
- j. wheel washing;
- k. noise and vibration;
- l. hours of operation;
- m. implementation and monitoring.

The Construction Management Plan shall be implemented for the entire period of the works at the site, to the satisfaction of the Local Planning Authority.

*Reason: In the interest of pollution and residential amenity, in accordance with Policies EQ45, EQ46 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4A.3, 4A.19, 4A.20 and 4B.1 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

E3. No demolition, construction or building works shall be carried out except between the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or at any time on bank or public holidays without the prior written approval of the Local Planning Authority, unless the works have been approved in advance under section 61 of the Control of Pollution Act 1974. Deliveries of construction and demolition materials to and from the site by road shall take place between 08:00 - 18:00 Monday to Friday and 08:00 - 13:00 on Saturday and at no other time except with the prior written approval of the Local Planning Authority.

*Reason: In order to minimise noise and disturbance, in the interest of residential amenity, in accordance with Policies EQ45, EQ46 and EQ47 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4A.3, 4A.19, 4A.20 and 4B.1 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

E4. No impact piling shall be permitted during the construction of this development without the prior written consent of the Local Planning Authority, in consultation with Thames Water and the Environment Agency.

*Reason: To ensure that the development does not cause undue impacts to the amenity of adjoining neighbouring occupiers through noise and vibration disturbance, to protect underground water and sewage utility infrastructure and to protect controlled waters from pollution in accordance with Policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27<sup>th</sup> of September 2007 in accordance with the direction from the Secretary of State) and policies 4A.16, 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

F. Hydrology and Water Resources

F1. No development shall take place until impact studies of the existing water supply infrastructure have been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The studies shall determine the magnitude of any new additional capacity required in the system and a suitable connection point.

*Reason: To ensure the water supply infrastructure has sufficient capacity to cope with additional demand, in accordance with Policies EQ18, EQ19 and H17 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 4A.16, 4A.18 and 4B.1 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

F2. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details to the satisfaction of the Local Planning Authority.

*Reason: To avoid pollution to controlled waters, and with consideration to policies EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State), and policies 4A.16, 4A.17 and 4A.33 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

G. Flood Risk

G1. The development permitted by this planning permission shall only be carried out in accordance with the approved Flood Risk Assessment (FRA) by Scott Wilson dated 30th October 2009 Rev 02 and the following mitigation measures detailed within the FRA:

1. Finished floor levels in the transformer and plant rooms are set no lower than 4.45 m above Ordnance Datum (AOD);
2. The level of access routes into the basement areas are set no lower than 4.45 m above Ordnance Datum (AOD).

*Reason: To reduce the impact of flooding on the proposed development and future occupants in accordance with Policies 4A.12 and 4A.13 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

H. Contamination

H1. No development shall take place until a site investigation and risk



assessment, in addition to any assessment provided with the planning application, have been completed in accordance with an agreed scheme for assessing the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme shall be submitted to and approved in writing by the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report shall be submitted to and approved in writing by the Local Planning Authority. The report of the findings must include:

(i) a survey of the extent, scale and nature of contamination;

(ii) an assessment of the potential risks to:

- human health;
- property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes;
- adjoining land;
- groundwaters and surface waters;
- ecological systems;
- archaeological sites and ancient monuments.

(iii) an appraisal of remedial options, and proposal of the preferred option(s).

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

*Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

H2. No development shall take place until a detailed remediation scheme to bring the site to a condition suitable for the intended use, by removing unacceptable risks to human health, buildings and other property and the natural and historical environment, has been submitted to and approved in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

*Reason: To ensure that risks from land contamination to the future users of the*

*land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

H3. The remediation scheme approved pursuant to Condition H2 must be carried out in accordance with its terms prior to the commencement of development other than works required to carry out remediation, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report (referred to in PPS23 as a validation report) that demonstrates the effectiveness of the remediation carried out must be produced prior to the commencement of the development other than works required to carry out remediation, and is subject to the approval in writing of the Local Planning Authority.

*Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

H4. In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of condition H1, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of condition J2 which is subject to the approval in writing of the Local Planning Authority.

Following completion of measures identified in the approved remediation scheme a verification report must be prepared prior to the commencement of the development other than works required to carry out remediation, which is subject to the approval in writing of the Local Planning Authority in accordance with condition H3.

*Reason: To ensure that risks from land contamination to the future users of the*

*land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

H5. Works to the relevant Phase of the development hereby approved shall not commence until a monitoring and maintenance scheme, to include monitoring the long-term effectiveness of the proposed remediation and provision for reporting the findings to the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Following completion of the measures identified in that scheme and when the remediation objectives have been achieved, reports that demonstrate the effectiveness of the monitoring and maintenance carried out must be produced prior to the commencement of the development other than works required to carry out remediation, and submitted to the Local Planning Authority.

This must be conducted in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11'.

*Reason: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Policies EQ4, EQ9, EQ10, EQ11, EQ12, EQ45 and EQ49 of the London Borough of Newham Unitary Development Plan (adopted June 2001, saved from 27<sup>th</sup> September 2007 by direction from the Secretary of State) and Policies 3D.14, 4A.3 and 4A.17 and 4A.33 of the London Plan (Feb 2008, Consolidated with Alterations Since 2004).*

#### I. Archaeology

I1. No development shall take place until the applicant has secured the implementation of a programme of archaeological work in accordance with a written scheme for investigation which has been submitted by the applicant and approved in writing by the Local Planning Authority. The development shall only take place in accordance with the detailed scheme pursuant to this condition. The archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

*Reason: Important archaeological remains may exist on this site. The Local Planning Authority wishes to secure the provision of an archaeological investigation and the recording of any remains prior to commencement of development, in accordance with Policy EQ43 of the London Borough of*

*Newham Unitary Development Plan (adopted June 2001 and saved from the 27<sup>th</sup> of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.15 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).*

J. Noise and Vibration

J1. No development shall take place until a survey measuring traffic noise levels, including measures required to mitigate Category C and/or D noise levels, has been submitted to and approved in writing by the Local Planning Authority. The mitigation measures shall implemented in accordance with the approved details and permanently maintained thereafter.

*Reason: To protect the amenity of future occupants in accordance with policy EQ19 and EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4A.20 of the London Plan (adopted February 2008, consolidated with alterations since 2004).*

K. Air Quality

K1 No development shall take place until an Air Quality Report has been submitted to and approved in writing by the Local Planning Authority. The report shall assess site conditions against national air quality objectives and recommend measures for ensuring prospective occupiers of the development will not be exposed to unacceptable levels of pollution. Reference shall be made to Association of Local Government guidance 'Air Quality Assessment for Planning Applications – Technical Guidance Note'.

*Reason: To protect the amenity of future occupants in accordance with policy EQ45 and EQ46 of the London Borough of Newham Unitary Development Plan (adopted June 2001 and saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4A.20 of the London Plan (adopted February 2008, consolidated with alterations since 2004).*

K2. No part of the development shall be occupied for uses falling within Class A3 and Class A4 until full details of ventilation/extraction of cooking fumes have been submitted to and approved in writing by the Local Planning Authority. Details should include full specifications of all filtration, deodorising systems, noise output and termination points. Particular consideration should be given to the potential high level discharge of kitchen extract air. Reference shall be made to DEFRA's 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems. The approved scheme shall be implemented prior to occupation of the development and shall be permanently maintained thereafter.

*Reason: To protect the amenity of future occupants and/or neighbours and with regard to policy EQ45 of the London Borough of Newham Unitary*

*Development Plan (adopted June 2001, saved from the 27th of September 2007 in accordance with the direction from the Secretary of State) and Policy 4B.1 of the adopted London Plan (adopted February 2008 and consolidated with alterations since 2004).*

## **RELEVANT PLANNING POLICY:**

### The London Plan (Consolidated with Alterations Since 2004 (February 2008))

- Policy 2A.1 Sustainability criteria
- Policy 2A.2 The spatial strategy for development
- Policy 2A.5 Opportunity Areas
- Policy 2A.7 Areas for Regeneration
- Policy 2A.8 Town Centres
- Policy 2A.10 Strategic Industrial Locations
- Policy 3A.1 Increasing London's supply of housing
- Policy 3A.2 Borough housing targets
- Policy 3A.3 Maximising the potential of sites
- Policy 3A.5 Housing choice
- Policy 3A.6 Quality of new housing provision
- Policy 3A.7 Large residential developments
- Policy 3A.8 Definition of affordable housing
- Policy 3A.9 Affordable housing targets
- Policy 3A.10 Negotiating affordable housing in individual private residential and mixed-use schemes
- Policy 3B.11 Improving employment opportunities for Londoners
- Policy 3C.1 Integrating transport and development
- Policy 3C.2 Matching development to transport capacity
- Policy 3C.3 Sustainable transport in London
- Policy 3C.9 Increasing the capacity, quality and integration of public transport to meet London's needs.
- Policy 3C.14 Enhanced bus priority, tram and busway transit schemes
- Policy 3C.17 Tackling congestion and reducing traffic
- Policy 3C.20 Improving conditions for buses
- Policy 3C.21 Improving conditions for walking
- Policy 3C.22 Improving conditions for cycling
- Policy 3C.23 Parking strategy
- Policy 3C.24 Parking in town centres
- Policy 3D.1 Supporting town centres
- Policy 3D.2 Town Centre Development
- Policy 3D.3 Maintaining and improving retail facilities
- Policy 3D.8 Realising the value of open space and green infrastructure
- Policy 3D.13 Children and young people's play and informal recreation strategy

- Policy 3D.14 Biodiversity and nature conservation
- Policy 4A.1 Tackling climate change
- Policy 4A.2 Mitigating climate change
- Policy 4A.3 Sustainable design and construction
- Policy 4A.4 Energy assessment
- Policy 4A.5 Provision of heating and cooling networks
- Policy 4A.6 Decentralised Energy: heating, cooling and power
- Policy 4A.7 Renewable energy
- Policy 4A.9 Adaptation to climate change
- Policy 4A.10 Overheating
- Policy 4A.11 Living Roofs and Walls
- Policy 4A.12 Flooding
- Policy 4A.13 Flood risk management
- Policy 4A.14 Reducing noise
- Policy 4A.19 Improving air quality
- Policy 4B.1 Design principles for a compact city
- Policy 4B.2 Promoting world-class architecture and design
- Policy 4B.3 Enhancing the quality of the public realm
- Policy 4B.5 Creating an *inclusive environment*
- Policy 4B.6 Safety, security and fire prevention and protection
- Policy 4B.8 Respect local context and communities
- Policy 4B.9 Tall buildings – location
- Policy 4B.10 Large-scale buildings – design and impact
- Policy 4B.12 Heritage Conservation
- Policy 4B.13 Historic conservation-led regeneration
- Policy 4B.15 Archaeology
- Policy 5C.1 The strategic priorities for North East London
- Policy 5C.3 Opportunity Areas in North East London

London Borough of Newham Unitary Development Plan (saved from 27<sup>th</sup> September 2007 in accordance with the direction from the Secretary of State)

- S2 Community Benefit/Planning Obligations
- S3 Quality of Development
- S4 Sustainable Development
- S5 Priority Development Nodes
- S6 Mixed Use Development
- S9 Environmental Quality: Design
- S12 Environmental Quality: Environmental Improvements
- S14 Environmental Quality: Nature Conservation
- S16 Environmental Quality: Thames Policy Area
- S19 Housing: Extending the Range of Housing Choice
- S20 Housing: Inclusion of Affordable Housing in New Housing

S21	Schemes Housing; Special Needs Housing
S22	Housing: Mix and Density
S23	Housing: Improvement of Public and Private Dwellings and Residential Environment
S24	Employment: Regeneration Objectives
S26	Employment: Major Office Development
S28	Employment: Quality of Development
S30	Shopping and Town Centres
S35	Transport: Encouragement of Alternatives to the Motor Car
S37	Transport: Improvement of Facilities for Pedestrians and Cyclists
S38	Transport: Parking
S39	Leisure, Recreation and Open Space
S40	Children's Play Areas
S47	Community Services
UR1	Urban Regeneration
EQ9	Protection of Sites of Nature Conservation Importance
EQ10	Species Protection
EQ18	Promoting Urban Quality
EQ19	Urban Design Considerations
EQ20	Design Considerations: Residential Areas
EQ21	New Development: Landscaping
EQ25	Access
EQ26	Safety
EQ27	High Buildings: Control
EQ28	High Buildings: Design Considerations
EQ43	Archaeology
EQ44	Vacant Land: Environmental Improvements
EQ45	Pollution
EQ46	Air Quality Management
EQ47	Noise
EQ48	Noise - Sensitive Development
EQ49	Contaminated Land: Assessment, Remediation and Monitoring
EQ63	Surface Water Disposal
EQ64	Tidal Defences
H13	Promoting Quality in Housing
H14	Promoting Choice in Housing
H15	Housing Mix
H17	Housing Design and Layout
EMP1	Employment Growth
EMP3	Quality of Employment Development
T1	New Development: Environmental Impact
T2	New Development: Public Transport Accessibility
T3	New Development: Highway Capacity

T5	Preferred Modes of Transport
T10	Road Hierarchy
T13	Road Safety, Traffic Management and Calming
T14	Design to Minimise Road Accidents in New Development
T19	Improvement of Conditions for Pedestrians
T20	Pavement Congestion
T24	Access by Cycle and Cycle Parking
T26	Motorcycle Parking
OS8	Green Space in New Housing Development
OS12	Children's Play Facilities in New Developments

## **JUSTIFICATION FOR GRANTING CONSENT/REASONS FOR APPROVAL**

The redevelopment of the site to provide a residential-led mixed use development is consistent with London Plan, Unitary Development Plan and Lower Lea Valley Opportunity Area Planning policies designed to promote a genuine mix of residential and employment generating town centre uses along the High Street and within proximity of the town centre and station interchange. The application is considered to be in accordance with Policies 3D.7 and 5C.3 of the London Plan, Policy EMP1 of the Unitary Development Plan and the Lower Lea Valley Opportunity Area Planning Framework.

The application proposes a building that adopts a height, scale and form that responds appropriately to the site conditions and the linear arrangement of tall buildings along the High Street. The building forms a positive relationship to the surrounding street conditions and complements the adjacent approved and proposed developments to create a logical and coherent development block. The simple building form, facilitated by the use of the double skin facade, has the potential to achieve a high quality appearance.. It is important that the design principles proposed in the application are developed at the detailed design stage and successfully implemented. The application is considered to be in accordance with Policies 4B.1, 4B.9 and 4B.10 of the London Plan and Policy EQ19 of the Unitary Development Plan.

The application will result in a level of trip generation that can be accommodated on the existing road and public transport network. The application proposes alterations to the surrounding road network that will facilitate effective access and servicing. The application is considered to be in accordance with Policies T1, T4, T11 and T14 of the Unitary Development Plan and Policies 3C.18, 3C.19, 3C.21, 3C.22 and 3C.25 of the London Plan.

The application delivers the maximum reasonable amount of affordable housing in the form of on-site intermediate housing and a financial contribution towards the provision of off-site social rented housing. The application proposes a good standard of residential accommodation in terms of unit layout, orientation, size and the provision of amenity space. The application is considered to be in accordance with Policies 3A.5, 3A.9 and 4B.1 of the London Plan and the Draft London Housing Design Guide and Policies S20, H13, H14, H15 and H17 of the Unitary Development Plan.



The application proposes a building design that ensures the amenity of surrounding occupiers is appropriately safeguarded. The application is considered to be in accordance with Policy 4B.10 of the London Plan and Policies H17 and EQ19 of the Unitary Development Plan.

The application proposes an energy efficient building that incorporates renewable energy technologies to help mitigate climate change and reduce carbon emission while meeting the energy demands of the hotel. The application is considered to be in accordance with Policies 4A.3, 4A5, 4A.6 and 4A.7 of the London Plan and Policies BR1 of the Borough Wide Development Policies Document.

The application has agreed to a level of S106 contribution in accordance with the Planning Obligations Community Benefit Strategy. The application is considered to be in accordance with the Planning Obligations Community Benefit Strategy, Policies 6A.4 and 6A.5 of the London Plan and Policy S2 of the Unitary Development Plan.

Signed

Director of Planning

Date of Decision:

Date Issued:

## TOWN AND COUNTRY PLANNING ACT 1990

### Appeals to the Secretary of State

- If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town and Country Planning Act 1990.
- If you want to appeal, then you must do so within SIX months of the date of this notice, using a form which is available from the Planning Inspectorate at 3/05 Kite Wing, Temple Quay Square, 2 The Square, Temple Quay, Bristol, BS1 6PN. A copy of the completed appeal form should be sent to the London Thames Gateway Development Corporation.
- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.
- **Purchase Notice**
- If either the Local Planning Authority or the Secretary of State for Communities and Local Government refuses to grant planning permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.