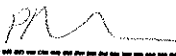


DATED 7 February ~~12010~~ 2011

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM
(2) OLYMPIC DELIVERY AUTHORITY
(2) VINOD BACHUBAI NAGRECHA AND HASMUKH BACHUBAI NAGRECHA

DEED OF PLANNING OBLIGATION
Pursuant to Section 106
Town and Country Planning Act 1990
in respect of 206 Leyton Road Stratford E15
in the London Borough of Newham

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 7 DAY OF February 2011
Pinsent Masons LLP 

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THIS DEED is made on

7 February

2011 120404

BETWEEN:-

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Town Hall, Barking Road, East Ham, London E6 2RP (the "Council");
- (2) **THE OLYMPIC DELIVERY AUTHORITY** of 23rd Floor, 1 Churchill Place, Canary Wharf, London E14 5LN ("the Authority") and
- (3) **VINOD BACHUBAI NAGRECHA AND HASMUKH BACHUBAI NAGRECHA** both of 54 Woodstock Road, Forest Gate, London E7 8N3 ("the Owner")

WHEREAS:-

- (A) The Owner is the registered proprietor of the Site at the Land Registry under title number EGL282609.
- (B) The Authority exercises the functions of the Local Planning Authority for the Site pursuant to Section 5 of the London Olympic Games and Paralympic Games Act 2006 and the Olympic Delivery Authority (Planning Functions) Order 2006 for the purposes of Part III the Act for the area in which the Site is located.
- (C) The Owner submitted the Application to the Authority for retention of the Development on the Site.
- (D) The Authority has delegated the processing of the Application to the Council.
- (E) The Council has resolved to grant the Permission in respect of the Application subject to the imposition of the conditions contained in the Application and subject also to the prior completion of this Deed to restrict and regulate the development of the Site.
- (F) The Owner enters into this Deed to approve the contents of it and to bind his interest in the Site.
- (G) In the interest of efficiency given that the Council is the Highways Authority for the Site, it has been agreed that the Council will be responsible for approving any documentation relating to use of the public highway.

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Agreement:-

- | | |
|---------------------|--|
| "Act" | means the Town and Country Planning Act 1990 as amended |
| "Application" | means the application the Owner has caused to be submitted to the Authority given application reference number 09/90401/FULODA for planning permission for the Development |
| "Development" | means the retention of a three storey community centre with parking on the Site |
| "Green Travel Plan" | means a plan proposing arrangements and incentives to encourage those employed on and visiting the Development to access the Site by means of transport other than the car providing a programme |

for the implementation of this arrangements which shall be substantially consistent with the principles contained in Appendix 3

"Large Event"	means an event at which it is anticipated more than 400 people will attend
"Parking Scheme"	means a scheme to control and manage the use of the car park by visitors to the Site and visitors to the adjoining cash and carry warehouse
"Peak Period"	means during any Large Event any time or times at which more than 400 people will be in attendance.
"Permission"	means the planning permission the Authority has resolved to grant in respect of the Application for the Development, a draft of which is annexed to this Deed at Appendix 2
"Reasonable Endeavours"	means all those reasonable steps which a prudent and determined man acting in his own interests and anxious to achieve the desired objective would take
"Site"	means the land situated at 196-202 Leyton Road London E15 registered under title Number EGL282609 at HM Land Registry and shown for identification purposes edged in red on the plan annexed to this Deed at Appendix 1
"Stewards"	means persons implementing and operating the Stewardship System
"Stewardship System"	means the system of traffic management and control of dispersal and arrival of persons before and after Large Events to be operated by the Owner

1.2 Interpretation

- 1.2.1 The headings in this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed.
- 1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.2.3 Any reference to an Act of Parliament shall include any modification extension of re-enactment of such Act for the time being in force.
- 1.2.4 All references to the parties in this Deed shall be deemed to include their respective successors in title and assigns and any person claiming under or through them.

2. ENFORCEABILITY

2.1 Legal Powers

- 2.1.1 This Deed is entered into pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 2 Local Government Act 2000 and section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers.

2.1.2 The obligations, covenants and undertakings on the part of the Owner in this Deed are made pursuant to and for the purposes of section 106 of the Act and section 16 of the Greater London Council (General Powers) Act 1974 so as to bind the Site with the intent that the said obligations, covenants and undertakings shall be enforceable not only against the Owner but also against his successors in title to or assigns of the Owner and/or any person claiming through or under it an interest or estate in the Site as if that person had been an original covenanting partying respect of such interest for time being held by it.

2.2 Consent

2.2.1 The Owner consents to the execution of this Deed and acknowledges that the Site is bound by the restrictions and obligations contained in this Deed.

2.2.2 Neither the Owner nor any of their successors in title nor any person deriving title from the Owner shall be bound by any obligation in this Deed in respect of any period during which it no longer has any interest in the Site or when any other party has covenanted to comply with the terms of this Deed but without prejudice to any liability for any breach committed before it has disposed of its interest.

2.3 Non-merger

2.3.1 If any provisions or any part of this Deed are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such a provision or part of a provision will not affect the other provisions of this Deed and all provisions and parts of provisions not affected by such invalidity or unenforceability will remain in full force and effect.

2.4 Expiration of Permission

2.4.1 If the Permission is quashed revoked or expires, then this Deed will be of no effect and the Council will remove reference to it from the Register of Local Land Charges.

2.5 Third Parties

2.5.1 A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

3. THE OWNER'S COVENANTS WITH THE COUNCIL

3.1 The Owner covenants with the Council and the Authority:-

3.1.1 to operate the Stewardship System as specified in Clause 4 of this Deed at every Large Event to limit the impact upon neighbouring residents of traffic and disturbance;

3.1.2 to make formal notification of Large Events to be held at the Site by the placement of a notice in a prominent positions at the Site which can be easily read by the public at least 48 hours in advance of a Large Event being held where reasonably practicable;

3.1.3 to maintain the Development to such a standard as to not detract from the amenities of the surrounding neighbourhood;

- 3.1.4 to notify any noise complaints to the Council's environmental health officers and liaise with these officers to ensure noise levels are acceptable during the operation of the Development;
- 3.1.5 to promote local public transport in any publicity material for any Large Event at the Site and to encourage attendees to walk or cycle to the Site and to liaise with the Council's Environment Department to discuss and agree ways in which this planning obligation can be fulfilled;
- 3.1.6 to erect signs on the exterior of or within the buildings on the Site asking visitors to respect the adjoining residential occupiers by entering and leaving the Site in as orderly and quiet manner as possible;
- 3.1.7 to ensure that an announcement is made at the end of or during every Large Event asking visitors to enter and leave the Site in an orderly and quiet manner as possible; and
- 3.1.8 to ensure that every weekly newsletter (if any) and any leaflets handed out to visitors at a Large Event shall contain a statement asking visitors to enter and leave the Site in as orderly and quiet manner as possible.

4. **STEWARDS**

4.1 The Owner covenants with the Council and the Authority:-

- 4.1.1 within three (3) months of the grant of the Permission, the Owner shall submit details of the standards and specifications of the services to be provided by the Stewards, who are to operate outside the Site to ensure the safety of persons entering and exiting the Site, to the Council for approval (such approval to be in consultation with the Authority); and
- 4.1.2 to ensure that the Stewards continually perform the services in accordance with the standards and specifications as approved by the Council under Clause 4.1.1 above.

5. **STEWARDSHIP SYSTEM**

- 5.1 The Stewardship System in respect of Large Events shall comprise of at least 5 Stewards to ensure the successful operation of the Stewardship System.
- 5.2 The Stewards will be dispersed in the streets surrounding the Site. The Stewardship System shall be operated for at least an hour before and an hour after the end of the Peak Period of any Large Event, unless the event is a Large Event for which no Peak Period is expected, in which case the Stewardship System shall be operated for at least an hour before and an hour after the conclusion of the Large Event.
- 5.3 The Stewards shall wear yellow luminous bands or vests or other clothing clearly distinguishing them as such.
- 5.4 The Owner shall use Reasonable Endeavours to procure that the Stewards discourage visitors to the Site who may arrive or depart by private transport from setting down or picking up persons on the public highway in a manner which may be hazardous to road safety or cause obstruction to other vehicles.

6. **PARKING SCHEME**

6.1 The Owner covenants with the Council and the Authority:-

- 6.1.1 to submit to the Council for approval (such approval to be in consultation with the Authority) details of the Parking Scheme within three (3) months of the grant of the Permission;
- 6.1.2 to implement the Parking Scheme as approved by the Council under Clause 6.1.1 above; and
- 6.1.3 to retain the Parking Scheme for so long as the Development shall remain in use pursuant to the Permission.

7. **GREEN TRAVEL PLAN**

7.1 The Owner covenants with the Council and the Authority:-

- 7.1.1 to prepare a draft Green Travel Plan in accordance with the principles contained in Appendix 3 and submit to the Council for approval (such approval to be in consultation with the Authority) within six (6) months of the grant of the Permission;
- 7.1.2 to implement and comply with at its own expense and in accordance with the agreed programme the terms of the Green Travel Plan as approved by the Council under Clause 7.1.1 above;
- 7.1.3 to submit a revised and updated Green Travel Plan on the third (3rd) and every fifth (5th) anniversary of the grant of the Permission or at its own discretion more frequently if the Owner is reasonably of the opinion that a change to the said Green Travel Plan will improve the operation of the Green Travel Plan **PROVIDED THAT** in connection with all revised and updated Green Travel Plans if any changes to the Green Travel Plan would involve seeking any consent from third parties and such consent is not reasonable forthcoming at reasonable cost then the Owner shall not be required to do anything involving the third party pursuant to the Green Travel Plan.

8. **COMPLIANCE**

Nothing in this Deed will prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than one relating to the Development as specified in the Application) granted (whether or not on appeal) after the date of this Deed.

9. **NOTICES**

- 9.1 Any notice consent or approval required or authorised to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class or recorded delivery post.
- 9.2 The address for service of any such notice, consent or approval shall in the case of service upon the Council or the Authority be at the address aforesaid or such other address for service as shall have been previously notified by the Council or the Authority to the Owner. In the case of service upon the Owner the address for services shall be at the address aforesaid, or such other address for service as shall have been previously notified by the Owner to the Authority and the Council.
- 9.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:-
 - 9.3.1 if personally delivered, at the time of delivery; and

- 9.3.2 if posted, at the time when it would be received in the ordinary course of business.

To prove such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class or recorded delivery envelope (as appropriate)

10. DISPUTES (OTHER THAN MEANING OR CONSTRUCTION)

- 10.1 SUBJECT ALWAYS TO CLAUSE 12.1 BELOW in the event of any dispute or difference arising between the parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute of difference touching or concerning the meaning or construction of the Agreement) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England and Wales to such qualifications and such person shall act as an expert and shall receive representations from the parties in dispute and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

- 10.2 In the absence of agreement between the parties or difference as to the professional qualifications of the person to be appointed pursuant to sub-clause 10.1 or as to the appropriate professional body within fourteen days after any party has given to the other parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause 10.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

11. REGISTRATION

- 11.1 This Deed is a local land charge and shall be registered as such by the Council.

12. EXERCISE OF POWERS

- 12.1 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council or the Authority under all statutes, by-laws, statutory instruments, orders and regulations in the exercise of their functions as a local authority.

13. APPROVAL AND CONSENTS

- 13.1 Where this Deed requires an approval or consent from any party such approval or consent shall not be unreasonably withheld or delayed.

14. LIABILITY

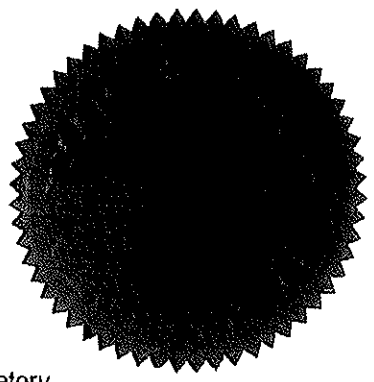
Where a party includes more than one person any obligations of that party shall be joint and several.

15. COSTS AND CLAIMS

- 15.1 The Owner shall not make any claim whether for compensation damages or any other thing whatsoever against the Council or the Authority arising from the covenants and restrictions contained in the Deed.
- 15.2 The Owner shall indemnify the Council and the Authority against any claims arising from the covenants and restrictions contained in this Deed.
- 15.3 On completion of this Deed, the Owner shall pay the Authority and the Council their reasonable costs incurred in connection with the preparation, negotiation and completion of this Deed in the sum of Two Thousand pounds plus VAT and Seven Hundred and Fifty Pounds respectively.
- 15.4 If at any time the Authority or the Council (acting reasonably) considers it necessary or expedient to enforce the terms of this Deed against the Owner then the Owner shall pay to the Authority or the Council all reasonable administrative, legal and other costs and disbursements properly and reasonably incurred by the Authority or the Council within 28 days of the Authority or the Council presenting the Owner with a bill for such costs.

IN WITNESS whereof the parties to this Deed have executed this Deed on the day and year first before written.

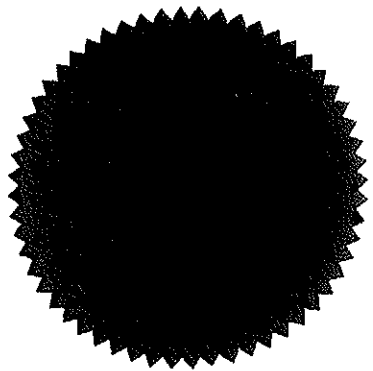
EXECUTED as a Deed (but not
delivered until dated))
by affixing)
the Common Seal of)
THE MAYOR AND BURGESSES OF THE)
LONDON BOROUGH OF NEWHAM)
in the presence of:-)



[Handwritten signature]

Authorised Signatory

EXECUTED as a Deed)
(but not)
delivered until dated))
by affixing)
the Common Seal of)
OLYMPIC DELIVERY)
AUTHORITY)
in the presence of:-)



[Handwritten signature]

Authorised Signatory

EXECUTED as a Deed)
(but not delivered until dated) by)
VINOD BACHUBAI NAGRECHA)
in the presence of:-)

[Handwritten signature]

Signature of witness: *[Handwritten signature]*

Name of witness: JAYA EMANDARANI

Address: 34 WISLIVE PARK
WANDSEED
LONDON E11

Occupation: HOUSEWIFE

EXECUTED as a Deed
(but not delivered until dated) by
HASMUKH BACHUBAI NAGRECHA
in the presence of:-

)
)
)
)
)

Signature of witness: Jeyan

Name of witness: JAYA CHANDRAN

Address: 39 GROVE PARK WALSLEY
HOODEN E 11

Occupation: HOUSEWIFE

APPENDIX 1
SITE PLAN

H.M. LAND REGISTRY

TITLE NUMBER

EGL 2

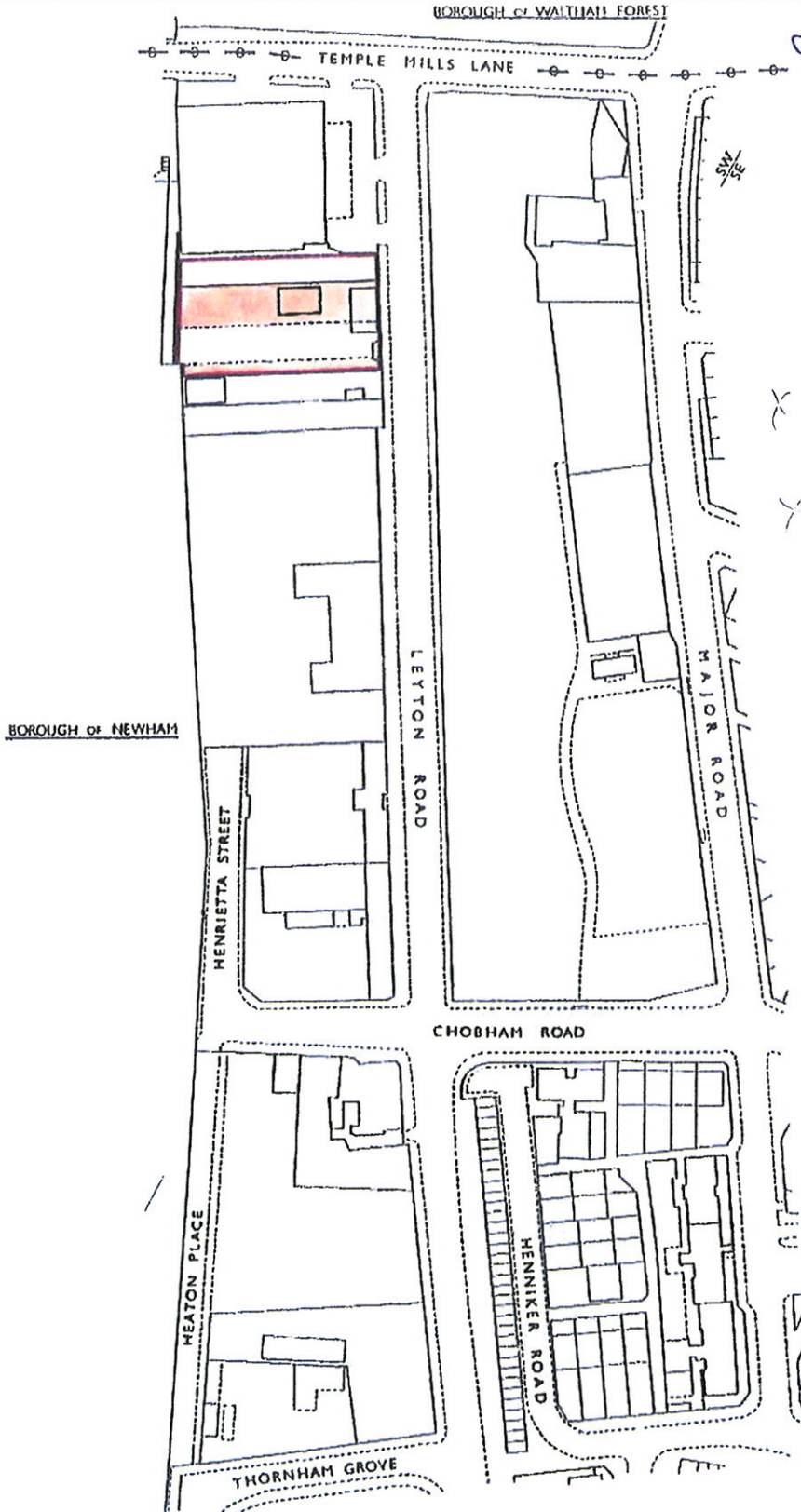
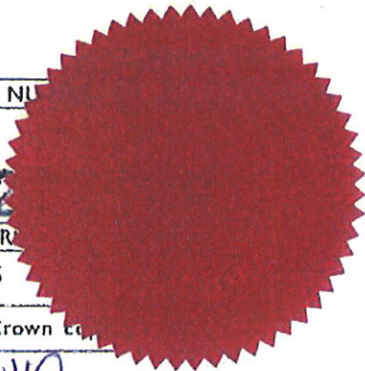
ORDNANCE SURVEY
PLAN REFERENCE

COUNTY SHEET
GREATER LONDON

NATIONAL GRID
TQ 3885

Scale: 1/1250

© Crown Copyright



D. Bone

University
Mary





THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF NEWHAM
was herewith affixed in
the presence of

Handwritten signature

~~Authorized Signatory~~

APPENDIX 2
DRAFT PLANNING PERMISSION

**OLYMPIC
DELIVERY
AUTHORITY**

FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

Town and Country Planning (General Development Procedure) Order 1995

Please see notes at the end of this notice

Applicant

Agent

Nagrecha Brothers
204-206 Leyton Road
Stratford
London
E15 1DT

Clements & Porters Architects
63 Rivington Street
London
EC2A 3QQ

Part I - Particulars of Application

Date of Application: 20th January 2010

Application No: 09/90401/FULODA

Proposal: Retention of three storey community building (D1) including on site car parking.

Location: Nagrecha Brothers 204-206 Leyton Road London E15 1DT

Part II - Particulars of Decision

In pursuance of the powers under the above Act and Order the Olympic Delivery Authority hereby gives notice that **PLANNING PERMISSION HAS BEEN APPROVED** for the carrying out of the development referred to in Part I hereof and as described and shown on the application and plan(s) submitted, subject to the following conditions and notes:

1. Unless otherwise agreed in writing by the Local Planning Authority, all works are to be retained in accordance with the drawing numbers 690.101 Rev B, 690.102 Rev A, 690.103 Rev A, 690.104 Rev A, 690.105 Rev A, 690.106 Rev B, and 690.107 Rev A, dated the 4th of December 2009 and prepared by Clements & Porter Architects.

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.

2. The premises shall only be open between the hours of 0900 to 2400 hours Mondays to Sundays inclusive of weddings and religious festival events, with the exception of Navrati, Ramadan, Diwali, Christmas, and Easter when the community centre may be open until 0100 hours.

Reason: To safeguard the residential amenity of people who live near the site and with consideration to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).

3. All activities connected with the use shall be carried out within the building only and music shall not be audible from outside the building.

Reason: To safeguard the residential amenity of people who live near the site and with consideration to policy EQ45 of the London Borough of Newham Unitary Development Plan (adopted June 2001) and Policy 4B.1 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).

4. The car and cycle parking shown on the plans hereby approved shall be permanently retained for use by the community centre and adjoining cash and carry only. No development shall take place in the car parking as to preclude vehicular access to these spaces.

Reason: To ensure the provision of adequate off street parking facilities with regard to Policies EQ19 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.23 of the adopted London Plan (adopted February 2008 and consolidated with alterations since 2004).

5. No later than two (2) months from the date of this planning permission, full details of the secure cycle parking facilities serving the development, shall be submitted to and approved in writing by the Local Planning Authority. The approved secure cycle storage shall thereafter be maintained to the satisfaction of the Local Planning Authority.

Reason; To provide secure cycle parking 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 policy 3C.22 of the London Plan (adopted February 2008 and consolidated with alterations since 2004).

Informative:

1. Access comments

Good practice guidance recommends that low-level posts, e.g. bollards, should not be located within an access route. They should be at least 1000 mm high and should contrast visually with the background against which they are seen (it is desirable also to incorporate a 150 mm deep contrasting strip at the top).

Internal doors and corridors should comply with Part M of the Building Regulations.
The reception area and counter should comply in with Part M of the Building Regulations.

Mention is made of frameless glazing - any substantially glazed areas e.g. glazed doors and/or side panels should bear manifestations at two heights for safety and visibility in accordance with Part M of the Building Regulations.

Summary of Policies and Reasons:

The Council's decision to grant planning permission in this instance arose following careful consideration of the relevant provisions of the Council's adopted development plan and of all other relevant material considerations. In deciding to grant permission in this instance, the Council found the proposal to be acceptable in the context of the development plan and all other relevant material considerations. Of particular relevance to this decision were the following policies:

London Plan consolidated with alterations since 2004 (February 2008):

3A.3	Maximising the potential of sites
3A.18	Protection and enhancement of social infrastructure and community facilities
3C.3	Sustainable Transport in London
3C.21	Improving conditions for walking
3C.22	Improving conditions for cycling
3C.23	Parking strategy
4A.3	Sustainable design and construction
4A.12	Flooding
4A.13	Flood risk management
4A.19	Improving air quality
4A.20	Reducing noise and improving soundscapes
4B.1	Design principles for a compact city
4B.2	Promoting world-class architecture and design
4B.3	Enhancing the quality of the public realm
4B.5	Creating an inclusive environment
4B.6	Safety, security and fire prevention and protection
4B.8	Respect local context and communities
4B.15	Archaeology
5C.1	The strategic priorities for north east London
5C.2	Olympic and Paralympic Games
5C.3	Opportunity areas in north east London
6A.5	Planning obligations

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.

S1	Community safety and crime reduction
S2	Community benefits/planning obligations
S3	Quality of development
S4	Sustainable development
S9	Environmental quality: design Issues
S12	Environmental quality: improvements in key areas
S35	Transport: encouragement of alternatives to the motor car
S37	Transport: improvement of facilities for pedestrians and cyclists
S38	Transport: parking
EQ18	Promoting urban quality
EQ19	Urban design considerations
EQ21	New development: landscaping
EQ25	Access
EQ26	Safety

EQ43	Archaeology: investigation, excavation and protection
EQ45	Pollution
EQ46	Air quality management
EQ47	Noise
EQ48	Noise - sensitive development
EQ8	Areas liable to flood
EMP4	Principle Employment Areas: Preferred Uses
EMP5	Principle Employment Areas: Design Specifications
EMP6	Diversification and Strengthening of the Economy
CS1	Protection of Sites in Community Use
CS2	Community Meeting Places - Planning Requirements
T1	New development: environmental impact
T3	New development: highway capacity
T5	Preferred modes of transport
T13	Road Safety, traffic management and calming
T14	Design to minimise road accidents in new development
T19	Improvement of conditions for pedestrians
T24	Access by cycle and cycle parking
T26	Motorcycle parking

National Planning Policy Statements / Guidance:

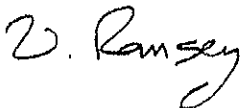
Planning Policy Statement 1: Delivering Sustainable Development
 Planning Policy Statement: Planning and Climate Change (supplement to Planning Policy Statement 1)
 Planning Policy Guidance 13: Transport
 Planning Policy Guidance 16: Archaeology and Planning
 Planning Policy Statement 23: Planning and Pollution Control
 Planning Policy Guidance 24: Planning and Noise
 Planning Policy Statement 25: Development and Flood Risk

Additional Guidance:

London Plan SPG 'Sustainable Design and Construction'
 London Plan SPG 'Accessible London: Achieving an Inclusive Environment'
 London Borough of Newham SPG 'Residential Planning Guidelines'
 London Borough of Newham SPG 'Access for All'
 London Borough of Newham SPG 'Meeting Places'

The previous approval (Council Ref. P/02/1215) established the principle of a community use of the site. The building is similar in scale, massing and layout as that which previously achieved planning approval, and the design of the building is acceptable. Adequate car and cycle parking is provided on site. The building provides an accessible and inclusive facility. Noise and disturbance impacts on residential neighbours are considered acceptable. Overall the proposal is in compliance with the relevant UDP and London Plan policies as identified above and is therefore acceptable.

Dated this:



Vivienne Ramsey
 Head of Development Control
 Olympic Delivery Authority

Olympic Delivery Authority

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 Communities and Local Government 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, (a copy of which must be sent to the Olympic Delivery Authority Planning Decisions Team) or complete an application online.
- * The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: enquiries@pins.gsi.gov.uk) or (Tel: 0117 372 8000).
To make an appeal online, please use www.planningportal.gov.uk/pcs. The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- * 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 refuses 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.

APPENDIX 3

THE PRINCIPLES OF THE GREEN TRAVEL PLAN

1. The purpose of the Green Travel Plan is to reduce non-essential car traffic attracted by the Development by introducing measures in respect of the transport of visitors, customers and employees to the Development into and away from the Site.
2. The Green Travel Plan will outline measures designed to encourage visitors, customers and employees to the Development to use means of transfer other than the car for journeys to the Development or to work or to encourage high occupancy of vehicles used.
3. Objectives

The Green Travel Plans will be designed to meet the following overall objectives:

- 3.1 Reduce car dependency
- 3.2 Optimise car occupancy
- 3.3 Encourage a co-ordinated approach to ensure that the maximum opportunities exist for collective staff travel habits (i.e. car sharing)
- 3.4 Maximise the opportunities for alternative non-car travel modes
- 3.5 Promote opportunities for access by non-car modes for staff of and visitors to the centre
- 3.6 Manage parking spaces efficiently and in support of the objectives
- 3.7 Provide cycle storage facilities for staff and visitors on site
- 3.8 Require staff and users to co-ordinate their efforts to secure appropriate transport measures
- 3.9 Maximise the availability of up-to-date information on local public transport services in prominent location including leaflets and displays within the building
- 3.10 At Large Events to explore the feasibility of running a Mini Bus from Stratford Station to the Development
- 3.11 Monitoring of modal splits with the aim of increasing travel to/from the Development by non car modes and corresponding decrease in travel by car.

