

DATED 4<sup>th</sup> September 2015

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) CITY AND SUBURBAN HOMES LIMITED

(3) IRENE GRACE SMERALD AND OTHERS

(4) HARJI VARSANI AND OTHERS

and

(5) MAVJI LALJI BHUDIA AND OTHERS

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**PLANNING OBLIGATION BY AGREEMENT**

**made pursuant to section 106 of the Town and Country Planning Act 1990**

**and all other powers enabling**

**relating to Monier Road West, Fish Island**

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THIS AGREEMENT is made on *4<sup>th</sup> September* 2015.

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "LPA");
- (2) **CITY AND SUBURBAN HOMES LIMITED** (Company Number 03744846) of First Floor Woodgate Studios, 2-8 Games Road Cockfosters, Barnet, Herts EN4 9HN (the "Applicant");
- (3) **IRENE GRACE SMERALD** of Flat 8, Spriggs Court, Palmers Hill, Epping, Essex CM16 6SD and **RONALD FRANCIS SMERALD** of 1 Warwick Road, London E11 2DZ and **LEONARD SIDNEY SMERALD** of 58 Mitre Court, Railway Street, Hertford, Herts SG14 1BQ and **MARK RONALD CHARLES SMERALD** of 34 Rectory Chase, Doddinghurst, Brentwood, Essex CM15 0QN. (the "First Owners");
- (4) **HARJI VARSANI** of 154 Strone Road, Forest Gate, London E7 8ES and **MANSUKH VARSANI** of 54 South Park Road, Ilford, Essex IG1 1SS and **KANTI VARSANI** of 64 Churston Avenue, Upton Park, London E13 ORH (the "Second Owners"); and
- (5) **MAVJI LALJI BHUDIA** of 52 Penge Road, Plaistow, London E13 and **KARSAN HIRJI HIRANI** of 95 Boleyn Road, Forest Gate, London E7 9QH and **HIRJI SHIVJI VELANI** of 27 Ferndale Road, Forest Gate, London E7 8JX (the "Third Owners").

**RECITALS**

**WHEREAS:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The First Owners have a freehold interest in that part of the Site registered at the Land Registry with Title Number EGL196772 relating to 1 Smeed Road.
- (D) The Second Owners have a freehold interest in that part of the Site registered at the Land Registry with Title Number EGL321802 relating to 81-83 Monier Road.
- (E) The Third Owners have a freehold interest in that part of the Site registered at the Land Registry with Title Number EGL321805 relating to 79 Monier Road.
- (C) Part of the Site is registered at the Land Registry with Title Number EGL300523 and is known as 85 Monier Road.
- (F) The Applicant has the benefit of agreements to purchase the Site from the First Owners, the Second Owners, the Third Owners and in relation to Title Number EGL300523 all of which are registered by way of unilateral notice against the abovementioned title numbers.
- (G) The Planning Application was validated by the LPA on 28 October 2014.
- (H) On 28 April 2015 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (I) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.

- (J) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

**OPERATIVE PROVISIONS:**

**1. INTERPRETATION**

- 1.1 In this Agreement (which shall include the Recitals, Schedules and Appendices hereto) the following words and expressions have the following meanings:

<b>"1990 Act"</b>	Town and Country Planning Act 1990;
<b>"85 Monier Road"</b>	has the meaning given in the Supplemental Agreement;
<b>"Agreement"</b>	this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;
<b>"Anticipated Commencement Date"</b>	the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced;
<b>"Approve"</b>	a decision by the LPA to approve a Submitted Document pursuant to any of the following: <ol style="list-style-type: none"><li>1. Clause 9 (approval of a Submitted Document as submitted);</li><li>2. Clause 10.2.2 (approval of a Submitted Document incorporating the Report Amendments);</li><li>3. Clause 10.3.3 (approval of a Submitted Document following a meeting to discuss the Report Amendments);</li><li>4. Clause 10.4.3 (approval following a meeting to discuss a Submitted Document following non-determination by the LPA);</li><li>5. Clause 11 (approval of a Submitted Document following a decision of the Expert)</li></ol> and <b>"Approval"</b> and cognate expressions shall be construed accordingly;
<b>"Building"</b>	means a building comprised in the Development;
<b>"Commencement"</b>	the carrying out of a material operation as defined in section 56(4) of the 1990 Act and <b>"Commence"</b> and <b>"Commenced"</b>

	shall be construed accordingly;
<b>"Commencement Date"</b>	means the date upon which the Development is Commenced;
<b>"Completed"</b>	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and <b>"Complete"</b> and <b>"Completion"</b> shall be construed accordingly;
<b>"Comply"</b>	implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly;
<b>"Condition"</b>	means a condition of the Planning Permission;
<b>"Consent"</b>	any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed;
<b>"Council"</b>	means the London Borough of Tower Hamlets and its successor in function;
<b>"CPI"</b>	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
<b>"Developer"</b>	shall have the meaning ascribed to it in clause 1.2.7;
<b>"Development"</b>	the development of the Site and all other operations and/or works authorised by the Planning Permission;
<b>"Dispute"</b>	any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law);
<b>"Expert"</b>	an independent expert appointed in accordance with the provisions of Clause 11 to determine a Dispute;
<b>"Family Housing Units"</b>	means Residential Units with three or more bedrooms;
<b>"First Occupation"</b>	means first Occupation of the Development or any part thereof;

<b>"General Building Cost Index"</b>	means the <i>General Building Costs Index</i> published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer;
<b>"Index"</b>	means: <ol style="list-style-type: none"> <li>1. the General Building Cost Index in respect of the Sustainable Transport Contribution and all contributions paid pursuant to this Agreement where it is known at the date of payment such contributions are to be spent on the construction of facilities and/or infrastructure;</li> <li>2. in all other cases the CPI;</li> </ol>
<b>"Indexed"</b>	means in relation to an sum that it is to be increased in accordance with clauses 16.2 and 16.3;
<b>"LPA Response Date"</b>	not more than 10 (ten) Working Days after receipt of the revised Submitted Document except where: <ol style="list-style-type: none"> <li>1. the LPA decides to consult on the revised Submitted Document, in which case the period shall be extended to not more than 20 (twenty) Working Days after receipt of the revised Submitted Document; or</li> <li>2. the LPA decides the matter needs to be reported to its planning committee, in which case the period shall be extended to not more than 40 (forty) Working Days after receipt of the revised Submitted Document;</li> </ol>
<b>"Occupy" and "Occupation"</b>	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing;
<b>"Off Site"</b>	on land outside the Site;
<b>"On Site"</b>	on land within the Site;
<b>"Owners"</b>	means the First Owners, the Second Owners and the Third Owners;

<b>"Parties"</b>	the parties to this Agreement and the word <b>"Party"</b> shall mean either one of them;
<b>"Plan 1"</b>	means the plans annexed to this Agreement at Appendix 1 ";
<b>"Plan 2"</b>	means the plan annexed to this Agreement at Appendix 2 ";
<b>"Plan 3"</b>	means the series of drawings annexed to this Agreement at Appendix 3;
<b>"Plan 4"</b>	means the plan annexed to this Agreement at Appendix 4;
<b>"Plan 5"</b>	means the series of drawings annexed to this Agreement at Appendix 5;
<b>"Plan 6"</b>	means the plan annexed to this Agreement at Appendix 6;
<b>"Plan 7"</b>	means the plan annexed to this Agreement at Appendix 7;
<b>"Planning Application"</b>	the application for planning permission submitted to the LPA and given reference number 14/00374/FUL by the LPA for demolition of existing buildings and structures and erection of a part 4, part 5 and part 6 storey mixed use development comprising: 100sqm (GIA) of Class A1/B1 accommodation; 2,150sqm (GIA) of Class B1 accommodation; 120 self-contained dwellings; car parking; cycle parking; refuse and recycling facilities; and landscaping;
<b>"Planning Permission"</b>	the planning permission which may be granted subject to conditions for the proposals within the Planning Application and a draft of which is attached at Appendix 8;
<b>"Private Residential Units"</b>	means Residential Units which are neither Affordable Rented Housing Units or Shared Ownership Units provided pursuant to paragraph 2 of Schedule 1;
<b>"Reasonable Endeavours"</b>	that it is agreed by the Parties that the Developer under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances



may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

<b>"Refusal Notice"</b>	a notice prepared by the LPA confirming which Submitted Document it is refusing to Approve and enclosing the Report Amendments;
<b>"Report Amendments"</b>	those amendments to the Submitted Document that the LPA requires to be made to enable it to Approve such Submitted Document together with brief reasons why it requires those amendments to be made to enable it to Approve such Submitted Document;
<b>"Requisite Consents"</b>	such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose;
<b>"Residential Unit"</b>	means a residential unit provided as part of the Development;
<b>"Site"</b>	the land shown edged red on Plan 1;
<b>"Submitted Document"</b>	any document, report, review, strategy and other information required to be submitted to the LPA for Approval pursuant to this Agreement;
<b>"Supplemental Agreement"</b>	means the supplemental deed in the form attached at Appendix 9 for the purposes of ensuring that the obligations, covenants and undertakings on the part of the Developer in this Agreement shall be binding upon the freehold interest in 85 Monier Road;
<b>"Utility Undertaker"</b>	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site;
<b>"Working Day"</b>	a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:

- 1.2.1 unless otherwise indicated reference to any:
- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
  - (b) paragraph is to a paragraph of a Schedule to this Agreement;
  - (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
  - (d) Part is to a part of an Appendix to this Agreement;
  - (e) table is to a table of an Appendix to this Agreement;
  - (f) Recital is to a Recital to this Agreement; and
  - (g) Plan, is to a plan annexed to this Agreement as an Appendix;
- 1.2.2 references to any statute or statutory provision include references to:
- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
  - (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
  - (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
- 1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;
- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
- 1.2.5 references to the Site include any part of it;
- 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
- 1.2.7 subject to Clauses 2.5 and 2.6 references to the Developer in this Agreement include:
- (a) the Applicant;
  - (b) the Owners;
  - (c) persons deriving title from the Owners; and
  - (d) the Owners' successors, assigns, transferees;
- 1.2.8 references to the LPA include its successor bodies in function;

- 1.2.9 "including" means "including without limitation";
  - 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
  - 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
  - 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
  - 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
  - 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
  - 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 11 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.
  - 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
    - 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
    - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

**PROVIDED THAT** if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

## 2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.

- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and, subject to Clauses 2.5 and 2.6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.5 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.7 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Tower Hamlets or its respective statutory successor in function.
- 2.8 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Developer) modified.
- 2.9 Subject to clause 2.10 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.10 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed

pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

### **3. CONDITIONALITY**

Save where expressly provided to the contrary this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.

### **4. THE DEVELOPER'S COVENANTS WITH THE LPA**

4.1 The Applicant and the Owners on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement;

4.1.2 notify the LPA within 5 Working Days of each Owner's interest in the Site being transferred to the Applicant;

4.1.3 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

4.1.4 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

### **5. THE LPA'S COVENANTS WITH THE DEVELOPER**

5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.

5.2 Subject to Clause 5.3 the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("Other Statutory Authority") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clause 5.2 shall cease to apply in respect of those monies

5.4 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.3 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid.

### **6. NOTICES**

6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by

recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

6.1.1 if delivered by hand, the next Working Day after the day of delivery; and

6.1.2 if sent by first class post or recorded delivery post, the day two Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than five Working Days' notice:-

**LPA:**

Address: Director of Planning Policy and Decisions,  
London Legacy Development Corporation – Planning  
Policy and Decisions Team  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

For the attention of: Anthony Hollingsworth

**Applicant:**

Address: City and Suburban Homes Limited  
First Floor Woodgate Studios  
2-8 Games Road Cockfosters  
Barnet  
Herts EN4 9HN

For the attention of: The Directors

**First Owners:**

Address: Foskett Marr Gadsby & Head LLP  
Solicitors  
106/108 High Road  
Loughton  
Essex  
IG10 4HN

DX: 7901 LOUGTON

For the attention of: Robin N Cearns

**Second Owners:**

Address: Foskett Marr Gadsby & Head LLP  
Solicitors  
106/108 High Road  
Loughton  
Essex  
IG10 4HN  
DX: 7901 LOUGTON

For the attention of: Robin N Cearns

**Third Owners:**

Address: Foskett Marr Gadsby & Head LLP  
Solicitors  
106/108 High Road  
Loughton  
Essex  
IG10 4HN  
DX: 7901 LOUGTON

For the attention of: Robin N Cearns

6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

**7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT**

7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.

7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. **VERIFICATION AND ENFORCEMENT**

The Developer shall permit the LPA and its authorised employees agents surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least seven Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. **APPROVAL**

9.1 The LPA shall confirm whether or not it Approves a Submitted Document within:

9.1.1 30 (thirty) Working Days of receipt of the Submitted Document from the Developer, or

9.1.2 where the LPA decides that it needs to report the Submitted Document to its planning committee, 50 (fifty) Working Days of receipt of the Submitted Document

**PROVIDED THAT** where Clause 9.1.2 applies, the LPA shall notify the Developer of such reporting to its planning committee within 30 (thirty) Working Days of receipt of the Submitted Document from the Developer and **FURTHER PROVIDED THAT** in the event the LPA confirms that it does not Approve the Submitted Document the LPA shall issue a Refusal Notice and in the event the LPA does not provide the confirmation within the 30 (thirty) Working Days or 50 (fifty) Working Days (as applicable) the provisions of Clause 10.4 shall apply.

10. **REFUSAL NOTICE**

10.1 Not more than five Working Days from receipt of the Refusal Notice the Developer shall confirm to the LPA whether it accepts the Report Amendments.

10.2 In the event the Developer confirms that it does accept the Report Amendments the following provisions shall apply:

10.2.1 within 10 (ten) Working Days of the LPA's receipt of such confirmation the Developer shall submit the revised Submitted Document incorporating the Report Amendments to the LPA for Approval;

10.2.2 the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document;

10.2.3 in the event the LPA refuses to Approve the revised Submitted Document the matter shall be determined in accordance with Clause 11.

10.3 In the event the Developer confirms that it does not accept the Report Amendments the following provisions apply:

10.3.1 not more than 10 (ten) Working Days after such confirmation the Developer and the LPA shall meet to discuss the Report Amendments and the Submitted Document;

10.3.2 in the event the Developer and the LPA do not reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it the provisions of Clause 11 shall apply;



- 10.3.3 in the event the Developer and the LPA do reach agreement at the meeting on how to amend the Submitted Document such that the LPA can Approve it, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.4 In the event the LPA does not Approve the Submitted Document or issue a Refusal Notice within the time period specified in Clause 9 the following provisions shall apply:
- 10.4.1 not more than five Working Days after the expiry of the time period for such Approval being made the Developer and the LPA shall meet to discuss the Submitted Document;
- 10.4.2 in the event the Developer and the LPA do not reach agreement at the meeting on whether the Submitted Document needs amending such that the LPA can Approve it the provisions of Clause 11 shall apply;
- 10.4.3 in the event the Developer and the LPA do reach agreement at the meeting on whether the Submitted Document needs to be amended such that the LPA can Approve it:
- (a) where the Submitted Document does need to be amended, not more than 10 (ten) Working Days following the meeting the Developer shall submit the revised Submitted Document to the LPA for Approval and the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply; or
- (b) where the Submitted Document does not need to be amended, the LPA shall by no later than the LPA Response Date confirm to the Developer whether or not it Approves the revised Submitted Document PROVIDED THAT in the event the LPA refuses to Approve the revised Submitted Document the provisions of Clause 11 shall apply.
- 10.5 The LPA and the Developer may agree in writing to increase or decrease the number of Working Days in which the actions required by Clauses 10.1 to 10.4 (inclusive) are required to be undertaken if considered appropriate in all the circumstances.

## 11. DISPUTE RESOLUTION

- 11.1 One party may by serving notice on all the other parties (the "Notice") refer a Dispute to an Expert for determination.
- 11.2 The Notice must specify:
- 11.2.1 the nature, basis and brief description of the Dispute;
- 11.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- 11.2.3 the proposed Expert.
- 11.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may

request the President of the Law Society (except where Clause 11.7 provides otherwise) to nominate the Expert at their joint expense.

- 11.4 The Expert shall act as an expert and not as an arbitrator and his decision will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 11.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 11.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:
- 11.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
- 11.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
- 11.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
- 11.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
- 11.7.5 in all other cases, the President of the Law Society to nominate the Expert.

12. **NO WAIVER**

No waiver (whether expressed or implied) by the LPA of any breach or default by the Developer in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Developer.

13. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

14. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The Parties to this Agreement do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

**15. THE LPA'S COSTS**

15.1 The Developer agrees that it will on completion of the Agreement pay:

15.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement); and

15.1.2 the LPA's costs incurred in the review of development appraisals and viability assessments in connection with the Development (inclusive of any such costs incurred by external surveyors appointed by the LPA); and

**16. FINANCIAL CONTRIBUTIONS AND INDEXATION**

16.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

16.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.

16.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of this Agreement until the date the sum or value falls to be considered or applied.

**17. SUPPLEMENTAL AGREEMENT**

17.1 Within 7 Working Days of the Applicant acquiring the freehold interest in 85 Monier Road it shall:

17.1.1 notify the LPA of such transaction;

17.1.2 enter into the Supplemental Agreement; and

17.1.3 deliver the completed Supplemental Agreement to the LPA.

17.2 The Developer covenants that prior to the Commencement Date the Supplemental Agreement shall be completed and delivered to the LPA and that the Development shall not Commence unless the Supplemental Agreement has been completed and delivered to the LPA.

**18. JURISDICTION AND LEGAL EFFECT**

18.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

18.2 The provisions of this Agreement (other than this Clause 18.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**19. EXECUTION**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the front of this Agreement.

## SCHEDULE 1

### AFFORDABLE HOUSING

#### DEFINITIONS

<b>"Affordable Housing"</b>	means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
<b>"Affordable Housing Contracts"</b>	means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
<b>"Affordable Housing Provider"</b>	means a provider of Affordable Housing Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
<b>"Affordable Housing Units"</b>	means the Residential Units to be provided as Affordable Housing pursuant to this Schedule;
<b>"Affordable Housing Management Scheme"</b>	means a scheme specifying:- <ul style="list-style-type: none"><li>(a) management and servicing arrangements for the Affordable Housing Units; and</li><li>(b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charge.</li></ul>
<b>"Affordable Rented Housing"</b>	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;
<b>"Affordable Rented Housing Units"</b>	means Affordable Housing Units to be made available for Affordable Rented Housing pursuant to paragraph 2 of this Schedule;

**"Affordable Rents"**

means the rents (inclusive of service charge) not exceeding those set out in the table below:

<b>Size of Affordable Housing Unit</b>	<b>Maximum rent</b>
1 bedroom	65% of local market rent
2 bedroom	55% of local market rent
3 bedroom	50% of local market rent

**SUBJECT TO** an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**)"

**"Grant Funding"**

means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development;

**"Homes and Communities Agency" or "HCA"**

means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency;

**"HomeBuy Agent"**

means a body appointed or approved by the HCA to act as agents for the allocation of the Shared Ownership Units;

**"Intermediate Housing"**

means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Share Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2015 (consolidated with amendments from 2011);

**"Lifetime Home Standards"**

means the incorporation of the 16 design standards which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree

Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards;

**"Model Form of Lease"**

means the model forms of lease for Shared Ownership Housing published by the HCA from time to time;

**"National Rent Regime"**

means the regime under which the social rents of tenants of social housing are set, with particular reference to the Guide to Social Rent Reforms (March 2001) and the Rent Influencing Regime Guidance (October 2001);

**"Perpetuity"**

means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit;

**"Rental Cap"**

means the weekly rents (inclusive of service charge) set out in the table below:

<b>Size</b>	<b>Weekly Rent (inc Service Charge) on first letting of an Affordable Rented Housing Unit</b>
1 bedroom	£172
2 bedroom	£202
3 bedroom	£230

**SUBJECT TO** an annual percentage rent increase by reference to the amount of the annual increase in the CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "**The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance**";

**"Rents and Nominations Agreement"**

means the London Borough of Tower Hamlets' standard rents and nominations agreement;

**"Shared Ownership Housing"**

means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open

market in accordance with the provisions of the Model Form of Lease;

**"Shared Ownership Units"**

means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 2 of this Schedule;

**"Social Rented Housing"**

means rented housing for which guideline target rents are determined through the National Rent Regime;

**"Staircasing"**

means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit;

**"Target Rents"**

means rents calculated in accordance with the formula set out in the Guide to Social Rent Reforms in the Local Authority Sector published by the Department of the Environment, Transport and the Regions in March 2001 or such amended formula published by the Government from time to time and also in accordance with any documents published by the HCA giving effect to such formula or amended formula.

**1. AFFORDABLE HOUSING PROVIDER**

1.1 Prior to the Commencement of Development the Developer shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development.

1.2 The Developer will:

1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Rented Housing Units and the Shared Ownership Units to be provided pursuant to paragraph 2 of this Schedule; and

1.2.2 notify the LPA within 10 Working Days of entering into an Affordable Housing Contract.

**2. MINIMUM AFFORDABLE HOUSING PROVISION**

2.1 Not less than 9 Residential Units shall be provided as Shared Ownership Units.

2.2 Not less than 20 Residential Units shall be provided as Affordable Rented Housing Units.

2.3 The Affordable Housing to be provided pursuant to paragraphs 2.1 and 2.2 above shall comprise the following unit size mix:

		<b>1 bed/2 person units</b>	<b>2 bed/4 person units</b>	<b>3 bed/5 person units</b>	<b>Total number of units</b>
Shared Ownership Units		3	1	5	9

Affordable Rented Housing Units	6	10	4	20
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2.4 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until:

2.4.1 fifty per cent (50%) of the Affordable Rented Housing Units and the Shared Ownership Units are:

- (a) Completed and made ready for occupation; and
- (b) have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

2.5 Not more than seventy per cent (70%) of the Private Residential Units shall be Occupied until:

2.5.1 one hundred per cent (100%) of the Affordable Rented Housing Units and the Shared Ownership Units are:

- (a) Completed and made ready for occupation; and
- (b) have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

### 3. **AFFORDABLE RENTS AND AFFORDABILITY CRITERIA**

3.1 The rent (inclusive of service charge) charged for the first letting of any Affordable Rented Housing Unit shall not exceed the applicable Affordable Rent **PROVIDED THAT:**

3.1.1 the Owner shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents; and

3.1.2 the Affordable Rent shall not exceed the relevant Rental Cap.

3.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rent unless otherwise agreed in writing with the LPA.

3.3 The cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time.

### 4. **GRANT FUNDING**

4.1 The Developer shall:

4.1.1 use Reasonable Endeavours to secure Grant Funding;

4.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;



- 4.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.
- 4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding **PROVIDED THAT** there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").
- 4.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed eighty five per cent (85%) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.
- 4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

5. **GENERAL**

- 5.1 The Developer hereby covenants with and undertakes to the LPA that the Developer will in respect of Affordable Housing:-
  - 5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
  - 5.1.2 provide that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to commencement and notify the LPA at least nine months prior to their Completion;
  - 5.1.3 provide the Affordable Housing Units in accordance with the London Mayor's Housing Supplementary Planning Guidance Housing (November 2012) and Lifetime Home Standards;
  - 5.1.4 ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract;
- 5.2 The provisions of this Schedule will not bind:

- 5.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or charge of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale **PROVIDED THAT:-**
- (a) it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing Units in question to ensure that they continue to be used for the purpose of Affordable Housing;
  - (b) the said mortgagee or receiver has used its Reasonable Endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such Reasonable Endeavours to the LPA and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
  - (c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 5.2.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units;
- 5.2.2 any Shared Ownership Unit where one hundred per cent of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;
- 5.2.3 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable;
- 5.2.4 any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof; or
- 5.2.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.2.1 to 5.2.4.
- 5.3 The Developer will procure that the Transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Shared Ownership Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.
- 5.4 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing

Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

5.5 No Affordable Housing Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the London Borough of Tower Hamlets in respect of the Affordable Housing Units and evidence thereof has been provided to and approved in writing by the LPA.

5.6 Unless otherwise agreed in writing by the LPA, no Affordable Housing Unit shall be Occupied before an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and the Affordable Housing Units shall thereafter be Occupied in accordance with the approved Affordable Housing Management Scheme.

## 6. **RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS**

6.1 Subject to the terms of this Schedule and any Rents and Nominations Agreement:

6.1.1 no Affordable Rented Housing Unit provided under the terms of this Schedule shall be Occupied other than as an Affordable Rented Housing Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Housing Unit; and

6.1.2 no Shared Ownership Unit provided under the terms of this Schedule shall be Occupied other than as an Shared Ownership Unit pursuant to a Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Shared Ownership Unit.

## SCHEDULE 2

### VIABILITY REVIEW

#### DEFINITIONS

<b>"Construction Contract"</b>	means a contract for the construction and completion of the Development entered into by the Developer in such form as is custom and practice to use in the industry incorporating the programme for the completion of the Development by a specified completion date documentary evidence of which shall be submitted to the LPA in writing;
<b>"Deferred Affordable Housing"</b>	means the Deferred Affordable Housing Units or the Deferred Affordable Housing Payment;
<b>"Deferred Affordable Housing Units"</b>	means Affordable Housing to be provided as part of the Development in addition to the Affordable Housing Units to be provided pursuant to Schedule 1 of this Agreement up to a maximum of 13 Residential Units (in addition to the 29 secured by Schedule 1) in accordance with the Deferred Affordable Housing Scheme;
<b>"Deferred Affordable Housing Payment"</b>	means a sum of money representing the cost of providing additional Affordable Housing Off Site so as to increase the Affordable Housing provided by the Development above the figure of 29 Residential Units secured through Schedule 1 of this Agreement up to a cap of fifty per cent (50%) of the Residential Units comprised within the Development in accordance with the requirements of Policy H.2 of the London Legacy Development Corporation Local Plan (adopted on 21st July 2015) to be agreed between the Developer and the LPA or determined by the Specialist ;
<b>"Deferred Affordable Housing Scheme"</b>	means a scheme specifying the quantum, size and location of the Deferred Affordable Housing Units with reference to plans and drawings approved as part of the Planning Application, which:  (a) is submitted by the Developer with any Viability Review; and  (b) is either:  (i) agreed by the LPA and the Developer; or  (ii) determined by the Specialist;
<b>"Force Majeure"</b>	fire, explosion, aircraft and aerial devices dropped from aircraft, war, riot, civil commotion or terrorist activity;

<b>"Memorandum"</b>	means a memorandum made in accordance with paragraph 12 of this schedule;
<b>"Relevant Report"</b>	means a detailed report setting out and evidencing the Developer's reasons and justification (financial and otherwise) as to why any Viability Review submitted would not support any Deferred Affordable Housing;
<b>"Specialist"</b>	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with clause 11.3 of this Agreement;
<b>"Substantial Commencement"</b>	<p>means the occurrence of all of the following events:</p> <ul style="list-style-type: none"> <li>(a) a Construction Contract is let by the Developer and certified documentary evidence of the same is provided to the LPA; and</li> <li>(b) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter); and</li> <li>(c) Commencement of the Development has occurred and works (including but without limitation building or engineering works) pursuant to the Construction Contract have taken place and are ongoing in respect of the Development for at least three (3) calendar months (without interruption to the construction programme under the Construction Contract lasting more than one (1) week in total in any given month);</li> </ul>
<b>"Unconditional Obligation Certificate"</b>	<p>means a certificate provided by solicitors acting for the Developer to the effect that:</p> <ul style="list-style-type: none"> <li>(a) the Developer has completed the Construction Contract in which a construction contractor agrees to construct the whole Development by a specified completion date in accordance with an agreed programme subject to the usual extensions, and</li> <li>(b) all contractual conditions precedent to the enforcement of the obligation to construct the Development referred to at (a) above have been satisfied;</li> </ul>
<b>"Viability Review"</b>	means a review to be provided by the Developer assessing the ability of the Development to viably

deliver some or all of the Deferred Affordable Housing based upon a review of relevant income assumptions undertaken in accordance with the supporting statement prepared by Savills dated 28 July 2015.

1. **EVIDENCE OF COMMENCEMENT**

Upon the occurrence of Substantial Commencement within 18 months of the date of grant of the Planning Permission the Developer shall submit to the LPA written evidence of the events which amount to Substantial Commencement including the Construction Contract and the Unconditional Obligation Certificate and shall allow the LPA (and its agents) access to the Site at all reasonable times for the purposes of inspecting the Site and verifying Substantial Commencement.

2. **VIABILITY REVIEW**

2.1 If the Development has not been Substantially Commenced within 18 (eighteen) months of the date of the Planning Permission the Developer shall prior to Substantial Commencement or as the case may be prior to any undertaking any further development work which would constitute Substantial Commencement submit to the LPA a Viability Review which shall be accompanied by:

2.1.1 either:

- (a) the Relevant Report; or
- (b) a Deferred Affordable Housing Scheme;

2.1.2 the Construction Contract; and

2.1.3 an Unconditional Obligation Certificate

(together known as the "**Contract Documents**").

3. **INTERRUPTIONS TO THE PROGRAMME**

Subject to Force Majeure if at any time following Commencement no construction works at the Development have taken place for a period exceeding three (3) consecutive calendar months, the Developer shall submit to the LPA a Viability Review prior to re-commencement of works on the Development and the provisions of paragraph 2 above and the remainder of this Schedule shall apply to such Viability Review.

4. **CONTENT OF VIABILITY REVIEW**

4.1 If no Deferred Affordable Housing Scheme is submitted with the Viability Review required to be submitted to the LPA pursuant to the provisions of paragraphs 2 or 3 of this Schedule, the Viability Review shall be accompanied by:

4.1.1 the Developer's justification (financial and/or otherwise) as to why no On Site Deferred Affordable Housing Units can be provided as part of the Development; and

4.1.2 a Deferred Affordable Housing Payment proposal in the event that the Viability Review demonstrates that a Deferred Affordable Housing Payment can be made.

5. **VALIDATION OF VIABILITY REVIEW AND REQUESTS FOR FURTHER INFORMATION**

- 5.1 Within ten Working Days of receipt of a Viability Review (unless otherwise agreed between the LPA and the Developer), the LPA shall either:
- 5.1.1 confirm in writing to the Developer that it has received a valid Viability Review and the Contract Documents ("**Validation Date**"); or
  - 5.1.2 request such further financial, planning, legal or other information as acting reasonably it deems necessary in order to assess viability

and for the avoidance of doubt nothing in this paragraph 5.1 shall amount to agreement of any of the matters contained in the Viability Review nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to paragraph 6 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested in paragraph 5.1.2 above.

- 5.2 On receipt of any request for further information, the Developer shall as soon as reasonably practicable and in any case within ten Working Days (or such longer period as may be agreed between the LPA and the Developer) of such request provide to the LPA the information requested whereupon the LPA shall confirm receipt of a valid Viability Review in writing (and such date shall be deemed the Validation Date).
- 5.3 The Developer acknowledges that during the course of negotiations pursuant to paragraph 6 below, the LPA or its surveyor shall be entitled to seek such further information as either deems relevant or reasonable to settling the Viability Review and/or Deferred Affordable Housing Scheme and/or Deferred Affordable Housing Payment with which the Developer shall comply as outlined in paragraph 5.2 above using all reasonable endeavours.
- 5.4 If either paragraph 2 or paragraph 3 of this Schedule applies, the Developer shall not Commence or continue to Commence (as applicable) the Development or otherwise cause or permit Commencement or continued Commencement (as applicable) of the Development until the LPA has received a valid Viability Review and Contract Documents.

## 6. **REVIEW OF VIABILITY REVIEW AND DEFERRED AFFORDABLE HOUSING SCHEME**

- 6.1 The LPA shall be entitled to:
- 6.1.1 recover from the Developer its reasonable and properly incurred internal costs (including officer time) incurred pursuant to this Schedule 2; and
  - 6.1.2 instruct external surveyors to act on its behalf to review and assess the Viability Review and recover from Developer the LPA's reasonable and properly incurred costs of that review and subsequent advice to the LPA

and the Developer shall pay such costs within 10 Working Days of written demand from the LPA.

- 6.2 For a period not exceeding 2 (two) calendar months commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA (or its surveyor) both acting reasonably and in good faith may review and seek to agree:

- 6.2.1 the Viability Review, and

- 6.2.2 if relevant, the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment

and shall give effect to any such agreement in a Memorandum.

- 6.3 Within 3 (three) calendar months of the Validation Date, the LPA shall confirm in writing that either:

- 6.3.1 it rejects (with reasons) the conclusions of the Viability Review (as submitted) ("**Non-Acceptance Notice**"); or

- 6.3.2 it accepts the conclusions of the Viability Review as submitted or as negotiated between the Developer and the LPA and confirms that no Deferred Affordable Housing is triggered; or

- 6.3.3 it accepts the conclusions of the Viability Review as submitted or as revised following a review between the Developer and the LPA, and the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (if relevant) is agreed by way of a completed Memorandum ("**Acceptance Notice**").

## 7. REFERRAL TO THE SPECIALIST

- 7.1 In the event that pursuant to paragraph 6 above, the Developer and the LPA have not agreed the Viability Review and/or the Deferred Affordable Housing either Party shall be entitled to refer the matter to the Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

- 7.2 Unless otherwise agreed between the LPA and the Developer or required by the Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Specialist in respect of the Viability Review and the Deferred Affordable Housing which for the avoidance of doubt shall include representations explaining whether Deferred Affordable Housing could be provided on Site as Deferred Affordable Housing Units ("**Representations Period**").

- 7.3 In addition to the matters specified in paragraph 7.2, in making his determination the Specialist shall have regard to:

- 7.3.1 all relevant material submitted to him by the LPA and the Developer;

- 7.3.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;

- 7.3.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to On Site Deferred Affordable Housing at paragraph 8.

- 7.4 Unless otherwise agreed by the LPA and the Developer or notified to them by the Specialist the Specialist shall be appointed on the basis that, if the Specialist determines that the Deferred Affordable Housing requirement is triggered that his or her decision shall include a Deferred Affordable Housing Scheme or calculation of the Deferred Affordable Housing Payment (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 12 below.

## 8. ON SITE DEFERRED AFFORDABLE HOUSING UNITS



- 8.1 The Developer covenants to provide any Deferred Affordable Housing Units as may be required and agreed between the Parties (or determined by the Specialist) on the Site as part of the Development in accordance with:
- 8.1.1 the Deferred Affordable Housing Scheme; and
  - 8.1.2 the programme comprised in the Construction Contract; and
  - 8.1.3 the obligations and covenants on the part of the Developer in relation to Affordable Housing Units in Schedule 1 which shall apply mutatis mutandis to the Deferred Affordable Housing Units.

9. **DEFERRED AFFORDABLE HOUSING PAYMENT**

- 9.1 If the Specialist determines or the Developer and LPA agree that the Development can viably support Deferred Affordable Housing but the Deferred Affordable Housing cannot be provided within the Development and the Developer has previously submitted to the LPA or the Specialist (as the case may be) a detailed report evidencing the reasons why it would not be practicable to provide the Deferred Affordable Housing Units within the Development:
- 9.1.1 the Developer shall pay to the LPA the Deferred Affordable Housing Payment prior to First Occupation; and
  - 9.1.2 no part of the Development shall be Occupied until the Deferred Affordable Housing Payment has been paid to the LPA.

10. **RESTRICTION ON IMPLEMENTATION**

- 10.1 If either paragraph 2 or 3 of this Schedule applies, the Developer shall not Substantially Commence or re-commence (as applicable) the Development until:
- 10.1.1 the LPA or the Specialist has confirmed in writing that the Viability Review is accepted and no Deferred Affordable Housing is required; or
  - 10.1.2 the LPA has confirmed its approval of the Deferred Affordable Housing Scheme and the same has been documented by way of Memorandum; or
  - 10.1.3 if the matter has been referred to the Specialist by either Party the Specialist has issued his Decision including the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (as relevant) and the same has been documented by way of Memorandum.

11. **EXPIRY OF VIABILITY REVIEW AND DEFERRED AFFORDABLE SCHEME**

- 11.1 Any Viability Review shall expire ("**Expiry Date**") after a period of 12 (twelve) months:
- 11.1.1 from the date of its preparation; or
  - 11.1.2 if the LPA requested further information resulting in its revision from the Validation Date

where the Developer has not Substantially Commenced or re-commenced (as applicable) the Development.

- 11.2 If a Viability Review expires without the LPA and the Developer having agreed or the Specialist having determined the issue of the Deferred Affordable Housing, then the Developer shall within 1 (one) calendar month of the Expiry Date submit to the LPA (or the Specialist as the case may be) an up-to-date Viability Review whereupon the

provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing.

11.3 Notwithstanding the agreement of the LPA and Developer (or the Specialist's determination) of the Deferred Affordable Housing Scheme, if following Commencement construction works have not taken place for a period exceeding 12 (twelve) calendar months, then the Developer shall: -

11.3.1 submit to the LPA an updated Viability Review prior to re-commencement of works, and

11.3.2 immediately cease to dispose off-plan of any Residential Units

and the provisions and covenants on behalf of the Developer in this Schedule shall apply to any subsequent Viability Review(s) and Deferred Affordable Housing such that any further or revised Deferred Affordable Housing Scheme shall be agreed by way of a fresh Memorandum.

## 12. **MEMORANDUM**

12.1 Within 15 (fifteen) Working Days of the LPA and the Developer agreeing a Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment (or the Specialist determining by issuing his decision), the Developer and the LPA shall record the Deferred Affordable Housing Scheme or Deferred Affordable Housing Payment by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

12.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:

*"The Parties have agreed the details of the [Deferred Affordable Housing Scheme/Deferred Affordable Housing Payment] by way of a signed Memorandum between the LPA and the Developer dated 20xx".*

12.3 Upon completion of a Memorandum, this Deed shall be construed such that:

12.3.1 in the case of Deferred Affordable Housing Units being provided:

- (a) the number of Deferred Affordable Housing Units shall be included within the definition of Affordable Housing Units; and
- (b) the number of Private Residential Units shall be reduced by the corresponding number of Deferred Affordable Housing Units;
- (c) the obligations in Schedule 1 shall apply to the Deferred Affordable Housing to be provided within the Development and shall be construed such that any reference to "**Affordable Housing Units**" shall include the corresponding number of "Deferred Affordable Housing" Units to be provided within the Development; or

12.3.2 in the case of a Deferred Affordable Housing Payment becoming payable the payment will be due in accordance with the terms of the Memorandum.

## SCHEDULE 3

### SUSTAINABLE TRANSPORT

#### DEFINITIONS

- "Sustainable Transport Contribution" means the sum of £200,000 (Indexed);
- "Sustainable Transport Improvements" means pedestrian, cycle or wayfinding improvements in the area shaded red on Plan 2

#### 1. LOCAL TRANSPORT CONTRIBUTION

- 1.1 No Development shall be Occupied until the Developer has paid the Sustainable Transport Contribution to the LPA.
- 1.2 The LPA shall apply the Local Transport Contribution exclusively towards the Sustainable Transport Improvements.

#### 2. CAR CLUB

- 2.1 The Developer shall use Reasonable Endeavours to:
- 2.1.1 procure at its own cost 1 car club parking space on a road in the area marked red on Plan 2 the exact location of which is to be agreed with the LPA and not to Occupy the Development unless and until either:
- (a) such car club parking space has been provided and demarcated as "car club parking only"; or
  - (b) the Developer has submitted a report to the LPA outlining the steps the Developer has taken to satisfy the obligation and giving reasons (which shall be to the LPA's reasonable satisfaction) as to why such provision is not possible
- 2.1.2 if a parking space is provided pursuant to paragraph 2.1.1 above, procure a car club operator to provide 1 car club vehicle in the parking space from first Occupation of the Development and to operate that car club vehicle for the life of the Development commencing on first Occupation of the Development.
- 2.2 The Developer shall provide the first household to Occupy each Residential Unit with free membership for a period of 1 year for the use of either:
- 2.2.1 the car club referred to in paragraph 2.1.2; or
- 2.2.2 if a parking space is not provided pursuant to paragraph 2.1.1 above, a car club operating in the vicinity of the Development.

#### 3. RESTRICTION ON ON-STREET PARKING PERMITS

- 3.1 No owner or occupier of the Development or any part thereof shall apply for or obtain an on-street parking permit to park a vehicle on the public highway at any time during the life of the Development unless otherwise agreed by the LPA unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970.
- 3.2 The Developer shall not to dispose of to any person or Occupy or allow any person to Occupy any of the Residential Units unless a notice has been served on such person

that such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a resident's permit to park a vehicle in any marked highway bay or other place within a controlled parking zone within the Council's area.

4. **ELECTRIC CHARGING POINT PROVISION**

4.1 The Developer shall ensure that:

4.1.1 not less than 20% of the residential parking spaces comprised in the Development have electric charging point provision; and

4.1.2 not less than an additional 20% of the residential parking spaces comprised in the Development have passive provision.

## SCHEDULE 4

### TRAVEL PLAN

#### DEFINITIONS

<b>"Modal Split Targets"</b>	means the modal split targets identified in the Approved Travel Plan;
<b>"Monitoring Period"</b>	means six months after first Occupation until five years after first Occupation of the final Building to be Completed;
<b>"Sustainable Transport Measures"</b>	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) <b>PROVIDED THAT</b> such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
<b>"Travel Plan"</b>	means the travel plan to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule;
<b>"Travel Plan Monitoring"</b>	means monitoring of the Approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following: <ol style="list-style-type: none"><li>1. carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;</li><li>2. monitoring of the usage of the car parking which is available for use in the Development; and</li><li>3. monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development;</li></ol>
<b>"Travel Plan Monitoring Officer"</b>	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan;
<b>"Travel Plan Monitoring Report"</b>	a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period and such report shall include: <ol style="list-style-type: none"><li>1. details of trip generation rates;</li><li>2. details of mode share and change in</li></ol>

mode share over time;

3. details of how effectively the Travel Plan has operated within the previous period;
4. any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and
5. (where the objectives and/or targets specified in the Travel Plan have not been met) a proposed revision to the Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures;

**"Travel Plan Review Period"**

means initially the period of 6 months commencing on first Occupation of a Residential Unit and thereafter annually on a rolling basis.

**1. TRAVEL PLAN**

1.1 The Development shall not Commence until:

1.1.1 a Travel Plan has been submitted to and Approved by the LPA;

1.1.2 the Developer has appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

1.2 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

1.3 The Travel Plan to be submitted pursuant to paragraph 1.1 shall:

1.3.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;

1.3.2 contain clear commitments to measures, including investigation of potential additional measures;

1.3.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

1.3.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';

1.3.5 contain measures aimed at:

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel

modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;

- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Development.

1.3.6 include a parking review plan which sets out:

- (a) a strategy for periodic review of the parking spaces; and
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

1.3.7 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

1.4 The Developer shall implement the Approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

1.5 No Development shall be Occupied other than in accordance with the Approved Travel Plan and any amendments thereto.

## 2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the Monitoring Period the Developer shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Developer shall agree the structure of that report with the LPA.

2.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for Approval by the LPA the Developer shall implement the revised Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

## 3. MODAL SPLIT TARGETS

3.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

- 3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.
- 3.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.



## SCHEDULE 5

### ESTATE MANAGEMENT

#### DEFINITIONS

"Common Areas"	means: <ol style="list-style-type: none"><li>1. all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which have not been adopted by the local highways authority pursuant to its powers under the 1980 Act at the date that the Estate Management Strategy is submitted; and</li><li>2. all areas within the Development which are used in common by Occupiers and users of such Buildings including the Play Areas</li></ol> which are shown shaded red on Plan 3
"Estate Management Strategy"	means the site wide estate management strategy submitted and approved pursuant to paragraphs 1.1 and 1.2 below;
"Fish Island"	means the areas known as Fish Island North and Fish Island Mid shown edged red and purple respectively on Plan 4;
"Fish Island Consultees"	means the owners and occupiers of Fish Island;
"Play Areas"	has the meaning ascribed to it in Schedule 9
"Publicly Accessible Open Space" or "PAOS"	has the meaning ascribed to it in Schedule 9
"SUDS Infrastructure"	means any sustainable urban drainage system comprised within the Development.

#### 1. SITE WIDE ESTATE MANAGEMENT STRATEGY

1.1 No Development shall be Commenced until an Estate Management Strategy has been submitted to the LPA for Approval. The Estate Management Strategy shall set out detailed proposals for the following:

- 1.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:
- (a) the Common Areas (including the Play Areas);
  - (b) the PAOS; and
  - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)

including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage;

- 1.1.2 the establishment of an estate management body, its composition (including On Site residential occupier and On Site commercial occupier representatives), responsibilities and funding;
  - 1.1.3 management and co-ordination of waste collection and recycling on a site wide basis;
  - 1.1.4 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission; and
  - 1.1.5 the appointment, scope and responsibilities of an estate management body appointed to engage with the Off Site communities, including the Fish Island Consultees.
- 1.2 No part of the Development shall be Occupied before the Estate Management Strategy has been Approved by the LPA and the estate management body specified in the Estate Management Strategy has been established to implement the Estate Management Strategy during the life of the Development.
- 1.3 The Approved Estate Management Strategy shall be implemented from First Occupation and thereafter during the life of the Development.

## SCHEDULE 6

### EMPLOYMENT AND TRAINING

#### DEFINITIONS

"Council's Area"	means the administrative area of the Council;
"Legacy Communities Scheme Careers Programme Group"	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
"Local Labour and Business Schemes"	means the following schemes:- <ol style="list-style-type: none"><li>1. in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group; and</li><li>2. in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";</li></ol>
"London Living Wage"	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
"Plot A"	means that part of the Development identified as "Plot A" on Plan 7;
"Plot B"	means that part of the Development identified as "Plot B" on Plan 7;
"Plot C"	means that part of the Development identified as Plot C" on Plan 7;
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
"Workspace"	means the floorspace within Use Class B1 within Plot C authorised by the Planning Permission;
"Workspace Strategy"	means a written strategy identifying how the Workspace has been and will be designed and marketed to meet the needs of small local companies and businesses.

#### 1. DELIVERY OF WORKSPACE

- 1.1 No part of Plot A or Plot B shall be Occupied until all of the Workspace has been completed to Shell and Core.

#### 2. WORKSPACE STRATEGY

- 2.1 No Development shall be Commenced until the Developer has submitted and obtained the LPA's Approval to the Workspace Strategy.
- 2.2 The Developer shall not less than once a year from the date of Commencement until the date on which all Workspace is Occupied:
  - 2.2.1 review the effectiveness of the Workspace Strategy; and
  - 2.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.
- 2.3 The Developer shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 2.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

### **3. LOCAL LABOUR AND LOCAL BUSINESS**

- 3.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to ensure that:
  - 3.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
  - 3.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
  - 3.1.3 the recruitment of persons living in the Council's Area accounts for 25% of the construction jobs arising from the Development;
  - 3.1.4 the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;
  - 3.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
  - 3.1.6 the London Living Wage is promoted for all end use jobs at the Development; and
  - 3.1.7 work-based learning opportunities are provided at the Development, including not less than 1 apprenticeship opportunity.

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.
- 3.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:
  - 3.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;
  - 3.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and

- 3.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

## SCHEDULE 7

### SUSTAINABILITY

#### DEFINITIONS

"District Energy Network"	means the Olympic Park district energy network;
"Local CHP Plant"	means any gas boilers and combined heat and power plants located within adjacent developments including but not limited to the development on the sites of planning permission references 13/00204/FUM (Monier Road East) and 12/00201/OUT (Neptune Wharf);
"Price Per Carbon Tonne"	means £46 (Indexed) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions.

#### 1. DISTRICT HEATING NETWORK

##### 1.1 The Developer shall:

- 1.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and
- 1.1.2 provide a written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the extension and connection.

##### 1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall:

- 1.2.1 use Reasonable Endeavours to connect to a Local CHP Plant; and
- 1.2.2 submit a further written report to the LPA prior to the Commencement of Development outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.2.1 above, the progress made towards securing the connection and the carbon emission reductions associated with such connection.

##### 1.3 No Development shall be Commenced until:

- 1.3.1 the report submitted pursuant to paragraph 1.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network;
- 1.3.2 the report submitted pursuant to paragraph 1.2.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to a Local CHP Plant and such connection would have equivalent carbon emission reductions as if the Buildings has been connected to the District Energy Network; or
- 1.3.3 the Developer has agreed the terms of and entered into a binding obligation with the LPA pursuant to which it agrees to pay a financial contribution to the

LPA towards identified offset solutions, such contribution having been calculated by reference the Price Per Carbon Tonne and the tonnage of residual CO2 emissions to be off set as a result of the Buildings not being connected to the District Energy Network.

- 1.4 No Building shall be Occupied unless and until:
  - 1.4.1 it is connected to the District Heating Network;
  - 1.4.2 where paragraph 1.3.2 applies, it is connected to a Local CHP Plant; or
  - 1.4.3 the obligation referred to in paragraph 1.3.3 has been satisfied by the Developer.

## 2. **REDUCTION OF ENERGY DEMAND**

- 2.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):
  - 2.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
  - 2.1.2 the promotion of the use of energy efficient appliances; and
  - 2.1.3 the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## SCHEDULE 8

### DESIGN MONITORING

#### DEFINITIONS

- "Approved Drawings" means the drawings prepared by the Architect to be approved by the Planning Permission or a S73 Permission as each may be varied by a S96A Amendment;
- "Architect" means Hawkins Brown;
- "Design Monitoring Costs" means the monies paid in accordance with paragraph 2.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings;
- "Development" means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission;
- "S96A Amendment" means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act;
- "S73 Permission" means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act.

#### 1. DESIGN TEAM STATEMENT

- 1.1 None of the following applications shall be submitted unless accompanied by a statement prepared by the Developer specifying the design team involved in the preparation of those details (the "**Design Team Statement**"):
- 1.1.1 an application pursuant to Conditions 10, 11 and 19 of the Planning Permission;
  - 1.1.2 an application for a S96A Amendment;
  - 1.1.3 an application for a S73 Permission.
- 1.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development upon Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.



## 2. DESIGN MONITORING COSTS

2.1 If at any point the Architect is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the applications referred to in paragraph 1.1 above and overseeing the construction of the Development) the Developer shall forthwith:-

2.1.1 notify the LPA of such non-retention; and

2.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:

(a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA; and

(b) the LPA may make more than one demand for payment of Design Monitoring Costs

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

## 3. RESTRICTION ON DEVELOPMENT

3.1 The Development shall not Commence until the Developer has either:-

3.1.1 provided satisfactory evidence to the LPA that the Architect will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

3.1.2 paid the first instalment of the LPA's Design Monitoring Costs if the Architect has not been retained to oversee the design quality of the Development.

3.2 No Development shall be carried out if the LPA's Design Monitoring Costs have not been paid in accordance with paragraph 2.1.2.

3.3 No Development shall be carried out in accordance with any changes to the detailed designs for the Development as prepared by the Architect unless agreed in writing by the LPA and the LPA may require the Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

## SCHEDULE 9

### PUBLIC OPEN SPACE AND PLAY SPACE

#### DEFINITIONS

##### "Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:

- (a) the specification of the PAOS;
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is Approved by the LPA); and
- (d) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space;

##### "Permitted Closures"

means temporary closure of any area of PAOS (or part thereof) in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS in question;
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

**PROVIDED THAT** save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted

Closure of not less than three days prior to the date such Permitted Closure is to commence;

"Play Areas"

means the areas shown shaded on Plan 5;

"Publicly Accessible Open Space" or "PAOS"

means areas of the public realm and pedestrian routes within the Development shown shaded red on Plan 6 which shall be maintained and shall be freely accessible to the general public at all times.

**1. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

- 1.1 No Development shall be Commenced until the Delivery Plan has been submitted to and agreed in writing by the LPA.
- 1.2 The Development shall be carried out and Occupied in accordance with the Approved Delivery Plan.
- 1.3 Unless otherwise specified in the Approved Delivery Plan no more than 50% of the Private Residential Units shall be Occupied until:
  - 1.3.1 the PAOS has been Completed in accordance with the Approved Delivery Plan and opened to the general public; and
  - 1.3.2 the Play Areas have been Completed in accordance with the Approved Delivery Plan and made available to residents of the Development.

**2. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE**

- 2.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**
  - 2.1.1 Permitted Closures; and
  - 2.1.2 any lawful requirements of the police or any other competent authority.

- 2.2 Subject to paragraph 2.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space.

**3. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS**

- 3.1 The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 5.

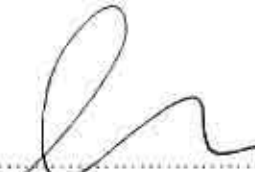
IN WITNESS whereof the parties have executed this Agreement the day and year first above written

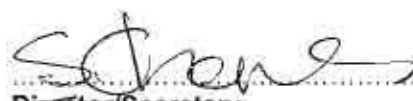
EXECUTED as a deed by affixing the Common Seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of: -

  
.....  
**Authorised Signatory**



EXECUTED as a deed by **CITY AND SUBURBAN HOMES LIMITED** acting by:-

)   
.....  
**Director**

)   
.....  
**Director/Secretary**

EXECUTED as a deed by **IRENE GRACE SMERALD** in the presence of:-

)   
.....  
**Irene Grace Smerald**

Signature of witness:

  
.....

Name of witness:

M H ANDREWS  
.....

Address of witness:

FLAT 4 BALMORAL COURT  
.....

SPRINGSIDE RD CHELMSFORD CM2 6JQ  
.....

Occupation of witness:

RETIRED  
.....

EXECUTED as a deed by  
RONALD FRANCIS SMERALD  
in the presence of:-

) R Smerald  
)  
.....  
Ronald Francis Smerald

Signature of witness:

.....  
S. MILLER

Name of witness:

.....

Address of witness:

THE NADIC  
CHIVERS ROAD  
STANDON, MASSEY

Occupation of witness:

.....  
RGN

EXECUTED as a deed by  
LEONARD SIDNEY SMERALD  
in the presence of:-

) L Smerald  
)  
.....  
Leonard Sidney Smerald

Signature of witness:

.....  
John Joseph Larkin

Name of witness:

.....

Address of witness:

6 TUNFELD ROAD

HODDERSDON HILLS ENNISLE

Occupation of witness:

.....  
RETIRED

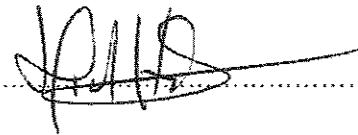
EXECUTED as a deed by  
MARK RONALD CHARLES SMERALD  
in the presence of:-

)  
)  
)



.....  
Mark Ronald Charles Smerald

Signature of witness:



Name of witness:

.....MICHAEL HODGES.....

Address of witness:

.....TILCARN, MILL LANE.....

.....HAYLAND, ESSEX, CM15UR.....

Occupation of witness:

.....COMPANY DIRECTOR.....

EXECUTED as a deed by HARJI VARSANI  
in the presence of:-

)  
)  
Harji Varsani

*M Varsani*

Signature of witness:

*Kanti Pindoria*

Name of witness:

KANTI PINDORIA

Address of witness:

235 MANDELA ROAD

LONDON E12 6TU

Occupation of witness:

PRODUCTION MANAGER

EXECUTED as a deed by  
MANSUKH VARSANI  
in the presence of:-

)  
)  
Mansukh Varsani

*M Varsani*

(AS ATTORNEY)

Signature of witness:

*Kanti Pindoria*

Name of witness:

KANTI PINDORIA

Address of witness:

235 MANDELA ROAD

LONDON E12 6TU

Occupation of witness:

PRODUCTION MANAGER

EXECUTED as a deed by KANTI VARSANI  
in the presence of:-

)  
)  
)  
Kanti Varsani

*M Varsani*  
*(as attesting)*

Signature of witness:

*Kanti P. Varsani*

Name of witness:

KANTI P. VARSANI

Address of witness:

235 MANSERGA ROAD

LONDON E12 6JU

Occupation of witness:

PRODUCTION MANAGER

EXECUTED as a deed by  
MAVJI LALJI BHUDIA  
in the presence of:-

)  
)  
)  
Mavji Lalji Bhudia

*Bhudia*

Signature of witness:

*Kanti P. Varsani*

Name of witness:

KANTI P. VARSANI

Address of witness:

235 MANSERGA ROAD

LONDON E12 6JU

Occupation of witness:

PRODUCTION MANAGER



EXECUTED as a deed by  
KARSAN HIRJI HIRANI  
in the presence of:-

)  
) K H HIRANI  
Karsan Hirji Hirani

Signature of witness:

Kanti Pindoria

Name of witness:

KANTI PINDORIA

Address of witness:

235 MONEGA ROAD

LONDON E12 6TU

Occupation of witness:

PRODUCTION MANAGER

EXECUTED as a deed by  
HIRJI SHIVJI VELANI  
in the presence of:-

)  
) H S VELANI  
Harji Varsani HIRJI SHIVJI VELANI

Signature of witness:

Kanti Pindoria

Name of witness:

KANTI PINDORIA

Address of witness:

235 MONEGA ROAD

LONDON E12 6TU

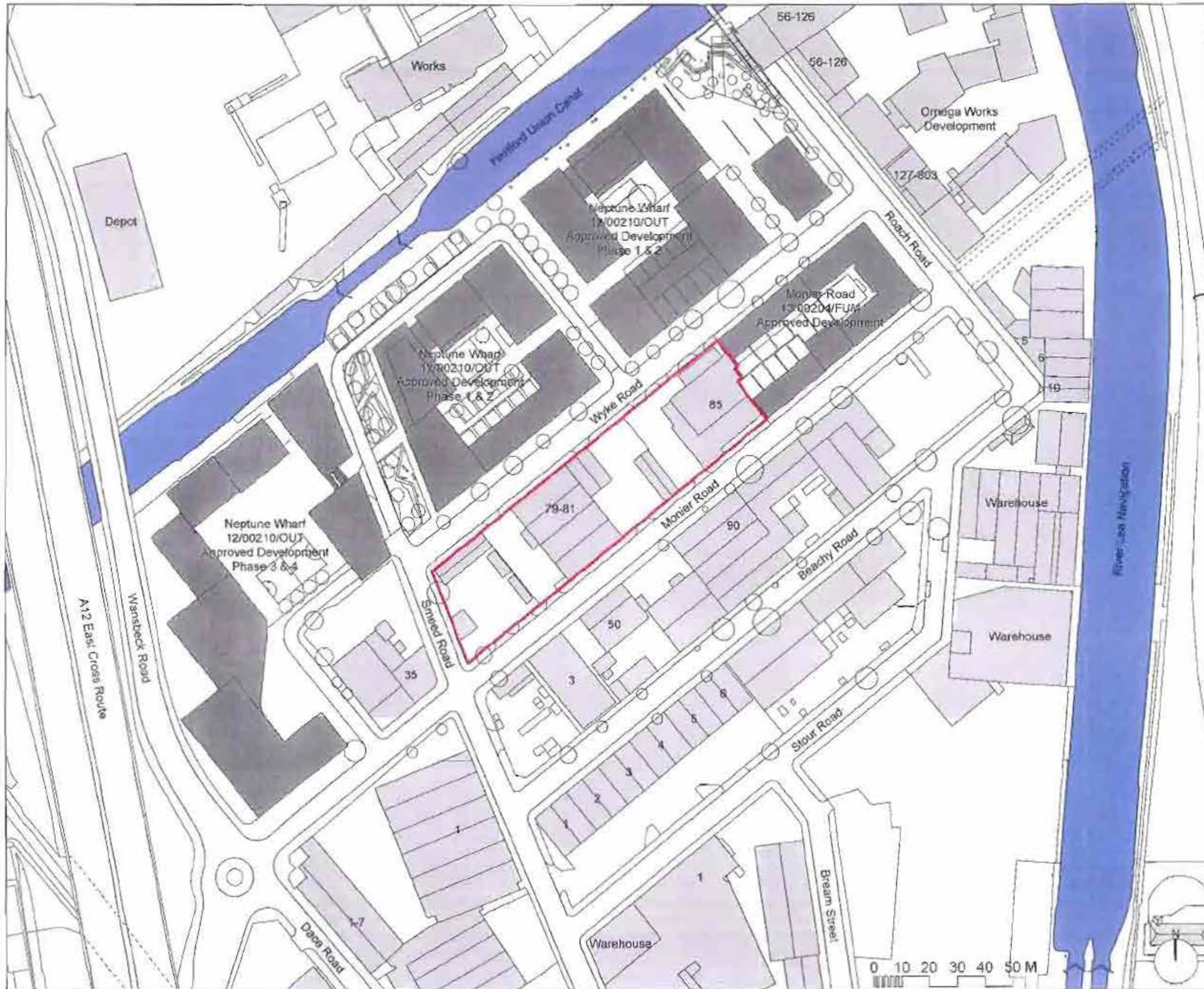
Occupation of witness:

PRODUCTION MANAGER

**APPENDIX 1**

**PLAN 1**





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Revisions  
 28.02.15 Rev 01 - Numbered all proposed street added

*Sherry R Smeralo*

*J. Smeed  
 A. Reid  
 M. Smeed  
 K. HIRANI  
 M. VELONI*

**FOR APPROVAL**

- Key:
- Existing Buildings
  - Planning Granted Buildings
  - Site Boundary

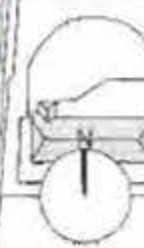
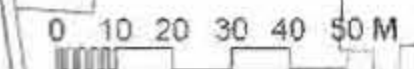
**Hawkins Brown**  
 159 St John Street London EC1V 4QJ  
 Tel: 020 7338 4000  
 Email: hawkinsbrown.com  
 www.hawkinsbrown.com

Project  
 1 Smeed Road & 79-85 Monier Road

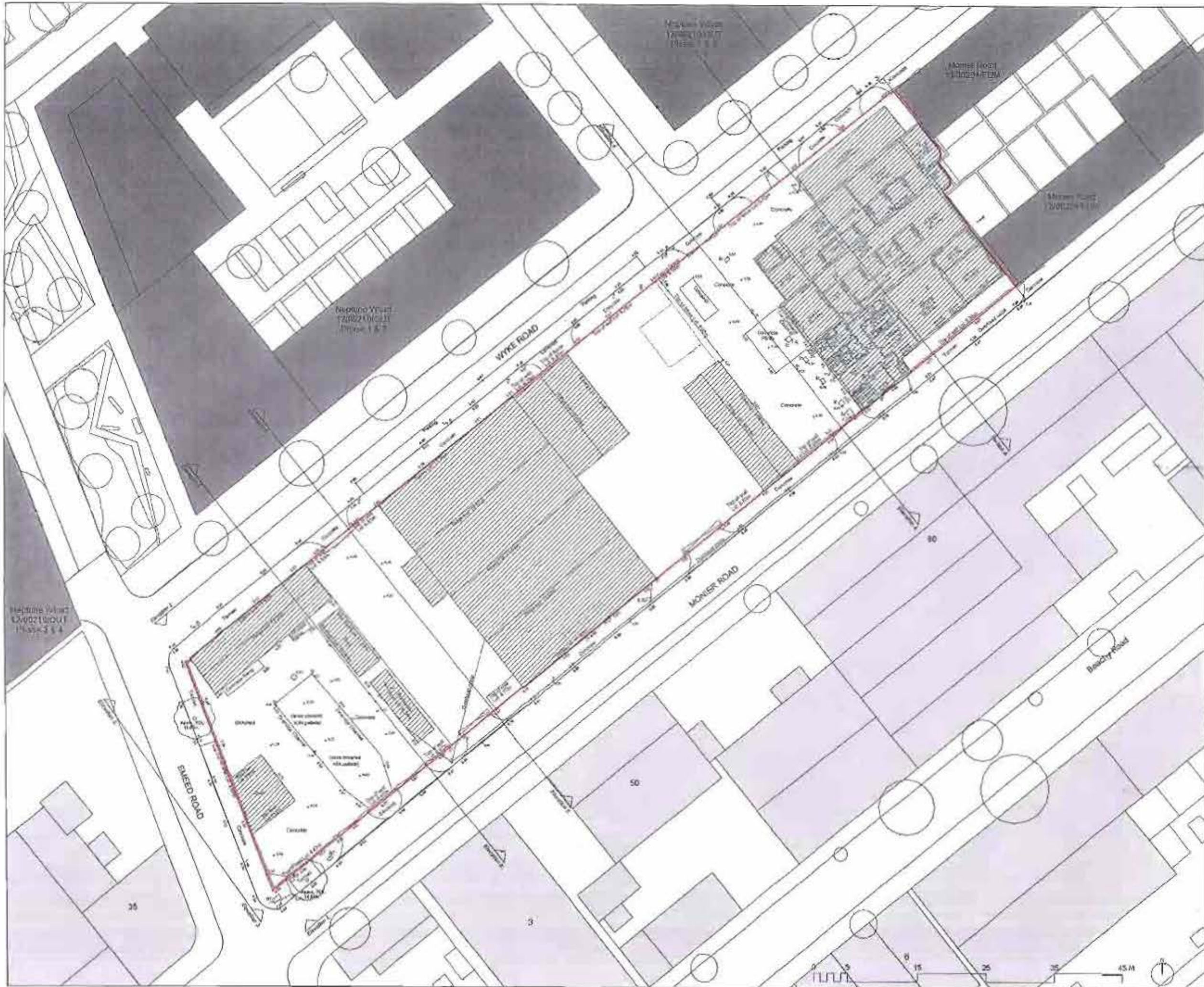
Drawing  
 Site Location Plan

Scale	Date
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Drawn by	Checked by
MR	PK/PC
Job Number	Branch
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_001 01







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Revisions

**FOR APPROVAL**

- Key:
- Existing Buildings to be Demolished
  - Existing Buildings
  - Planning Consented Buildings
  - Site Boundary

**Hawkins Brown**  
 159 St John Street London EC1V 4DJ  
 020 7336 6000 [www.hawkinsbrown.com](http://www.hawkinsbrown.com)

Project  
**1 Sneed Road & 79-85 Monier Road**

Drawing  
**Existing Site Plan**

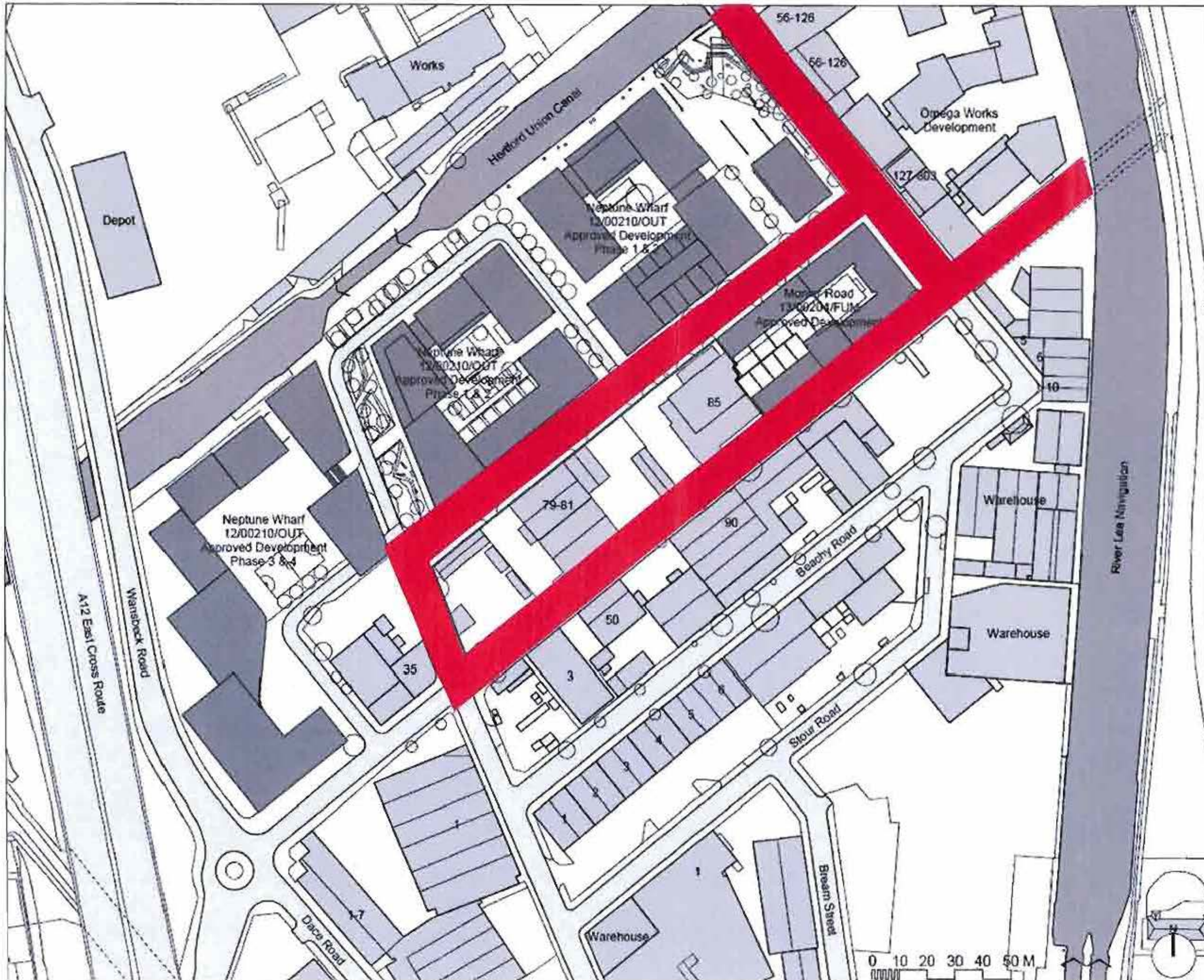
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Drawn by	Checked by
MR	PK/PC
Job Number	Status
HB1505	Planning
Drawing No. & Revision	
1505_DWG_PL_00_002	



**APPENDIX 2**

**PLAN 2**





Columbia Hawkins Brown Architects LLP

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Revisions  
23.09.14 Rev 01 - Name number of all proposed town signs

*R. Smead*  
R. Smead  
*J. Smead*  
J. Smead  
*M. Smead*  
M. Smead  
*K. HIRAY*  
K. HIRAY  
*H. Smead*  
H. Smead

FOR APPROVAL *JS*

Key:  
 Existing Buildings  
 Planning Granted Buildings  
 Site Boundary

**HawkinsBrown**  
 119 St John Street London EC1V 9JL 020 7336 6200  
 info@hawkinsbrown.com www.hawkinsbrown.com

Project  
1 Smead Road & 79-85 Monier Road

Drawing  
Site Location Plan

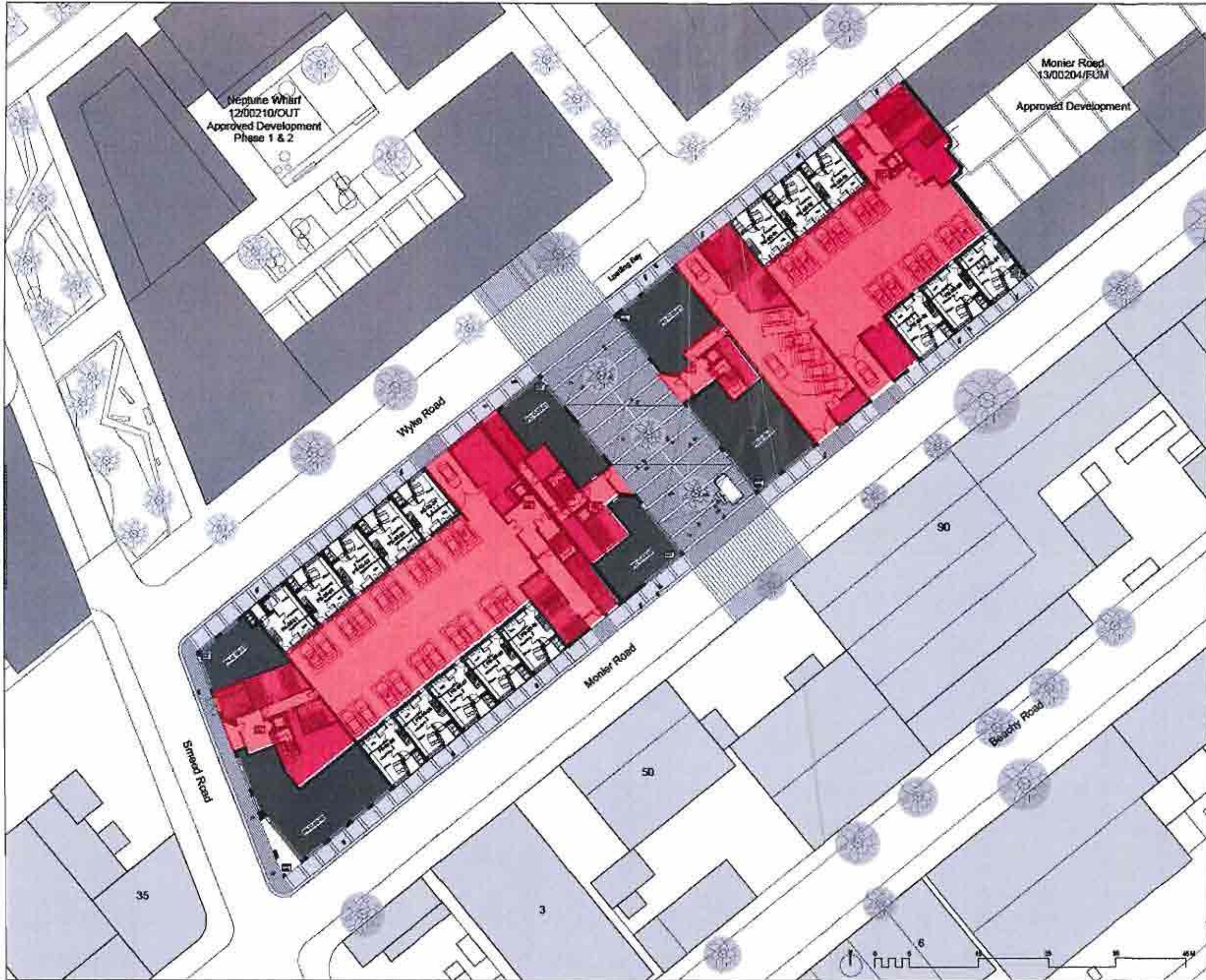
Scale	Date
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Drawn by	Checked by
MR	PK/PC
Job Number	Status
HB1505	Planning
Drawing No. & Revision	
1505_DWG_PL_00_001	01



**APPENDIX 3**

**PLAN 3**





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Revisions	No	Description
30.01.16	Rev 01	Planning amendment - public school and air relief
28.03.16	Rev 02	Floor levels and dimensions added, deck access adjacent to Monier (see amended)
04.03.16	Rev 03	Additional cycle storage, garden area adjacent to Monier (see amended), deck access adjacent to Monier East amended, additional wheelchair accessible parking
28.03.16	Rev 04	Cycle storage provision amended

*[Handwritten Signature]*  
 S Green  
 R Smerdel  
 [Handwritten Initials]

**FOR APPROVAL**

Key: *[Handwritten Signature]*  
*[Handwritten Signature]*

- Services
- Cycle Store
- Refuse Store
- Work/Employment
- Shared Amenity Space
- Child Play
- Brown/Green Roof
- Private Terrace
- Planning Granted Buildings
- Existing Buildings

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 159 St John Street London EC1V 4QJ  
 020 7326 8000 [www.hawkinsbrown.com](http://www.hawkinsbrown.com)

Project:  
**1 Smeed Road & 79-85 Monier Road**

Drawing:  
**Proposed Ground GA Plan**

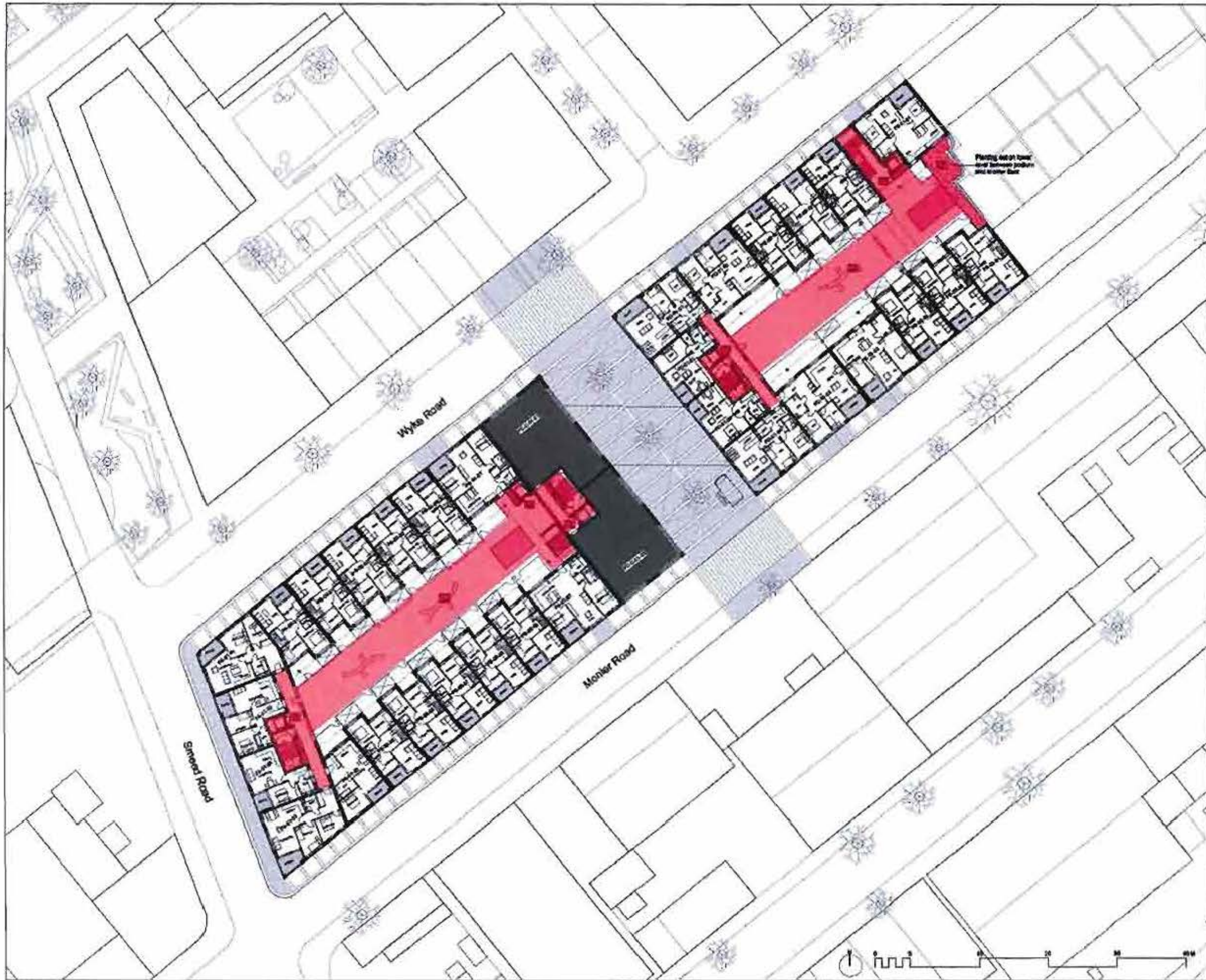
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Drawn by	Checked by
MR	PK/PC
Job Number	Status
HB1505	Planning

Drawing No. & Revision: **1505\_DWG\_PL\_00\_200** **04**

*[Handwritten Notes]*  
 MRSOW  
 R Smerdel  
 KH BURAN  
 HS VETANI

*[Handwritten Initials]*  
 JHR





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Revisions	No.	Description
03.01.10	No.01	Planning application - please add the site number
28.02.10	No.02	Plot levels and dimensions added, check access adjacent to former East amenity
04.03.10	No.03	Plot level adjacent to former East amenity, check access adjacent to former Greenmarket

**FOR APPROVAL**

Key:

- Services
- Cycle Store
- Refuse Store
- Work/Employment
- Shared Amenity Space
- Child Play
- Bioret/Green Roof
- Private Terrace
- Planning Granted Buildings
- Existing Buildings

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 020 7334 9330 [www.hawkinsbrown.com](http://www.hawkinsbrown.com)

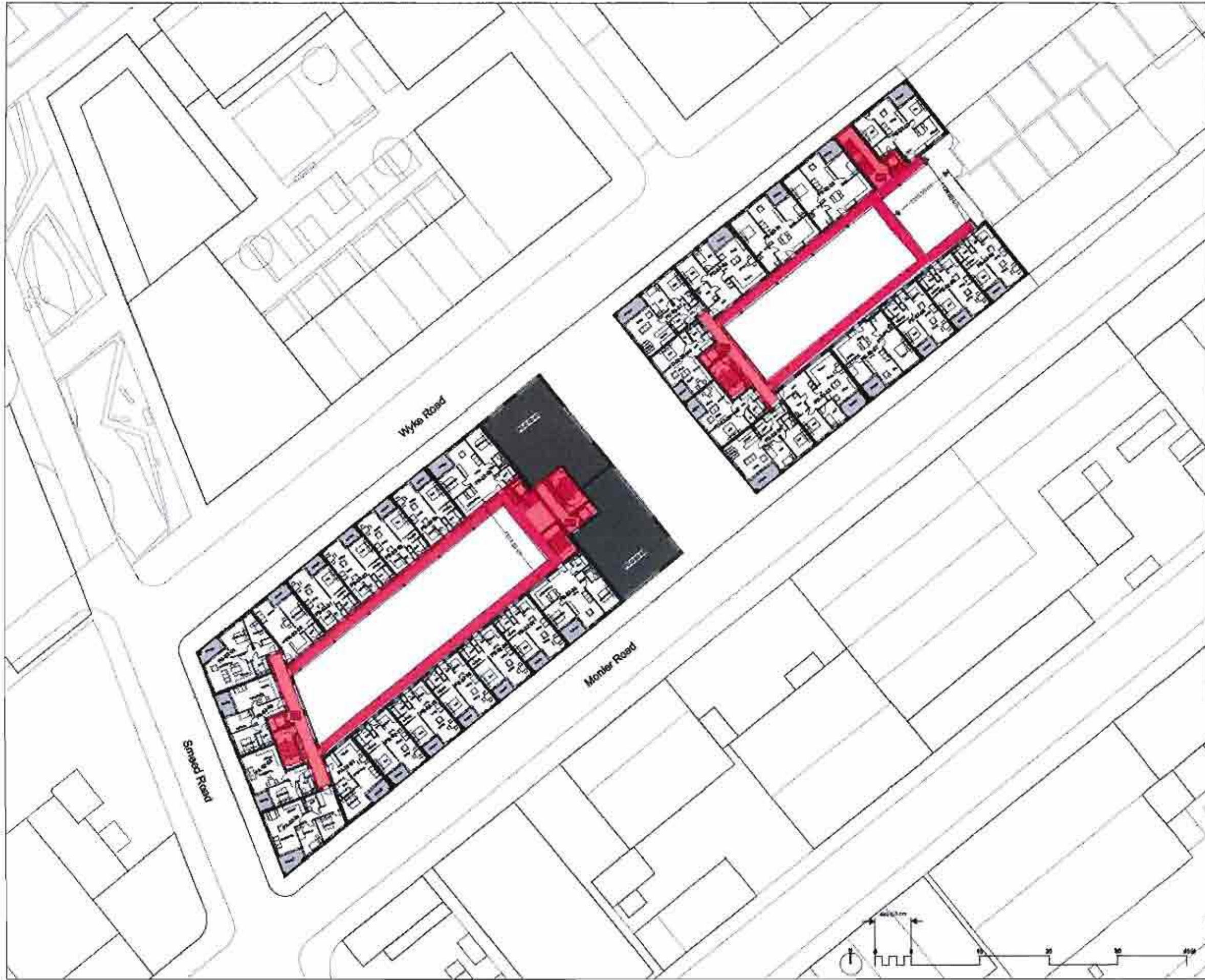
Project  
**1 Smeed Road & 79-85 Monier Road**

Drawing  
**Proposed First GA Plan**

Scale	Date
1:250 @ A1	Sep 14
Drawn by	Checked by
MR	PK/PC
Job Number	Status
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_201 03





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Revisions	No	Description
30.01.15	No 01	Planning amendment - podium added and sub modified
24.02.15	No 02	Floor levels and dimensions added, deck levels adjusted to mirror East elevation
04.03.15	No 03	Podium will adjust to lower East elevation, deck levels adjusted to mirror East elevation

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

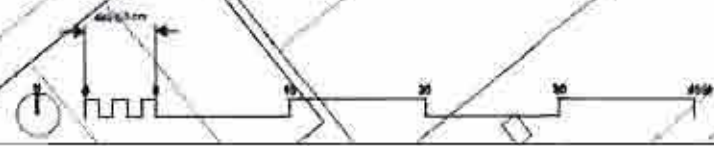
**Hawkins\Brown**  
 159 St John Street London EC1V 4QJ  
 020 7338 8000  
 email: hawkinsbrown.com  
 www: hawkinsbrown.com

Project  
**1 Smead Road & 79-85 Monier Road**

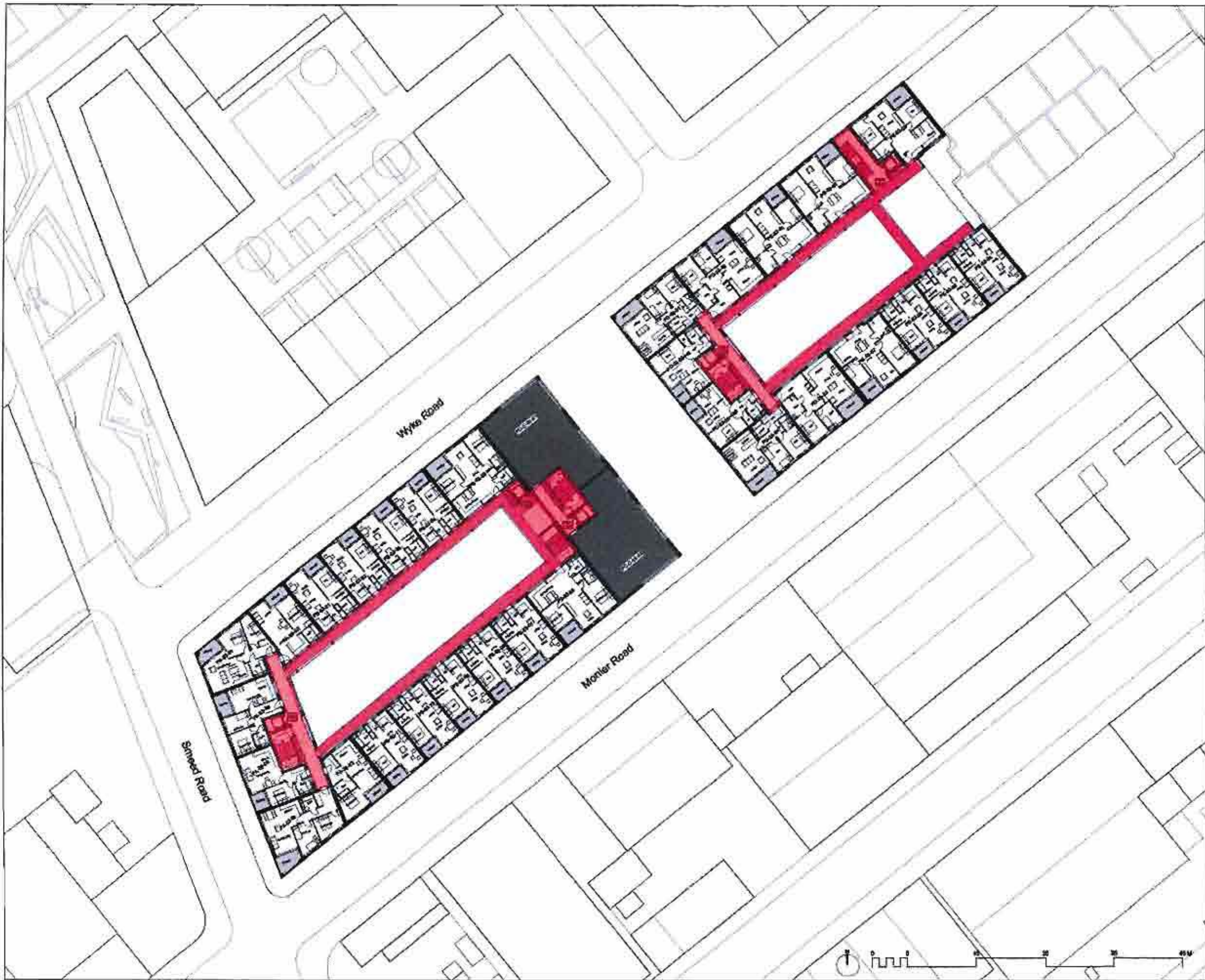
Drawing  
**Proposed Second GA Plan**

Scale	Date
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Drawn by	Checked by
MJR	PK/PC
Job Number	Discipline
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_202 03







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Revision	No.	Description
20.01.18	Rv 01	Planning amendments - podium added and site revised
24.02.18	Rv 02	Floor levels and dimensions noted, deck access adjacent to tower East amended
04.03.18	Rv 03	Podium wall adjacent to tower East removed, deck access adjacent to tower East amended

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

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 159 St John Street London EC1V 4QJ  
 020 7236 0200 <mailto:info@hawkinsbrown.com>  
[www.hawkinsbrown.com](http://www.hawkinsbrown.com)

Project  
**1 Smeed Road & 79-85 Monier Road**

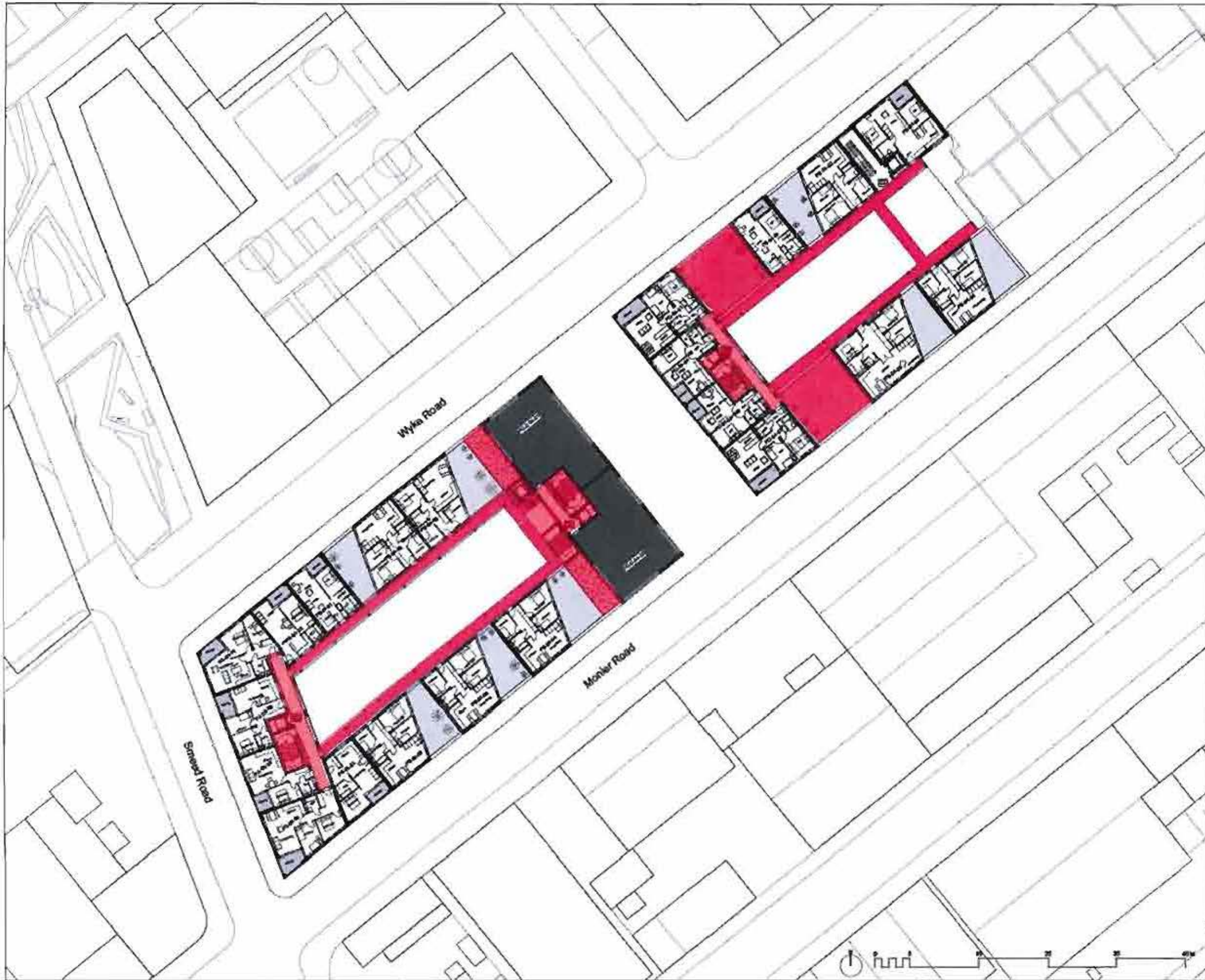
Drawing  
**Proposed Third GA Plan**

Scale	Date
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Drawn by	Checked by
MR	PK/PC
App Number	Status
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_203 **03**







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Revisions	No	Description
20.01.15	Rev 01	Planning amendment - podium added and site marked
28.02.15	Rev 02	Flood levels and descriptions added, deck access adjacent to Monkier East amended
04.03.15	Rev 03	Podium wall adjacent to Monkier East amended, deck access adjacent to Monkier East amended, additional private terrace added

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

**Hawkins Brown**  
 159 St John Street London EC7Y 4QJ  
 020 7335 8030  
 mail@hawkinsbrown.com  
 www.hawkinsbrown.com

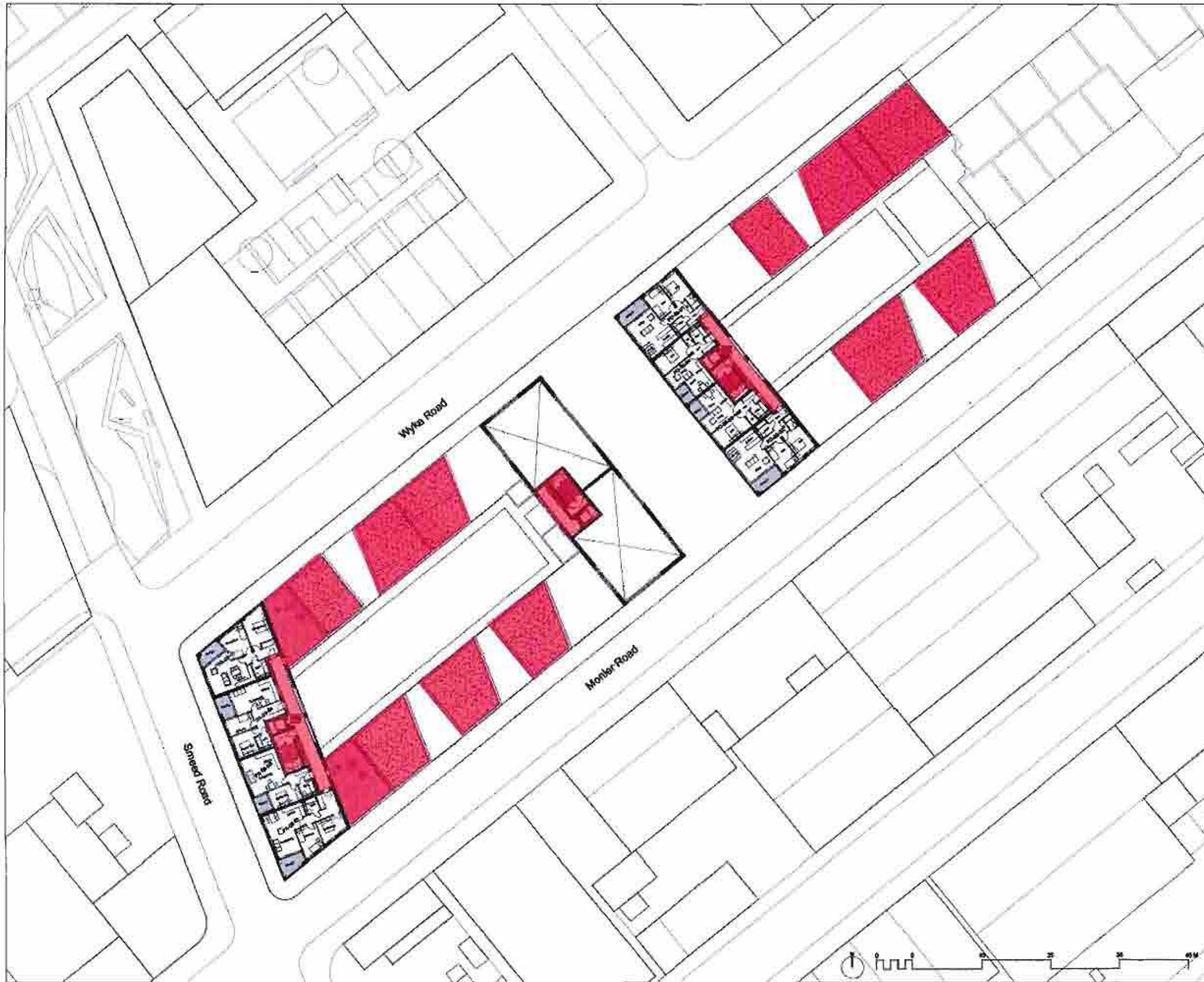
Project  
**1 Smeed Road & 79-85 Monkier Road**

Drawing  
**Proposed Fourth GA Plan**

Scale	Date
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Drawn by	Checked by
MR	PK/PC
Job Number	Status
HB 1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_204





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Revisions	Rev	Description
30.04.10	Rev 01	Planning submitted - position altered and via revised.
26.02.16	Rev 02	Floor levels and dimensions revised, deck access adjacent to Monier East amended.
04.03.16	Rev 03	Podium level adjusted to Monier East amended, deck access adjacent to Monier East amended.

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

**Hawkins\Brown**  
 159 St John Street London EC1V 3QJ  
 T: 020 7336 0030 E: mail@hbw.co.uk  
 www.hawkinsbrown.com hawkinsbrown.com

Project:  
**1 Smeed Road & 79-85 Monier Road**

Drawing:  
**Proposed Fifth GA Plan**

Scale:	Date:
1:250 @ A1	Sep 14
Drawn by:	Checked by:
MR	PK/PC
App Number:	Status:
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_205 **03**





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Revisions	Rev	Description
26.01.18	Rev 01	Planning application - postcard added and no. added
26.02.18	Rev 02	Floor levels and dimensions added, deck access adjacent to Monier East amended
04.03.18	Rev 03	Footpath added adjacent to Monier East amended, deck access adjacent to Monier East amended
30.03.18	Rev 04	Revised floor levels

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

**HawkinsBrown**  
 150 St John Street London EC1V 4QJ  
 020 7338 8000 [mail@hawkinsbrown.com](mailto:mail@hawkinsbrown.com)  
[www.hawkinsbrown.com](http://www.hawkinsbrown.com)

Project  
**1 Smeed Road & 79-85 Monier Road**

Drawing  
**Proposed 6th GA Plan**

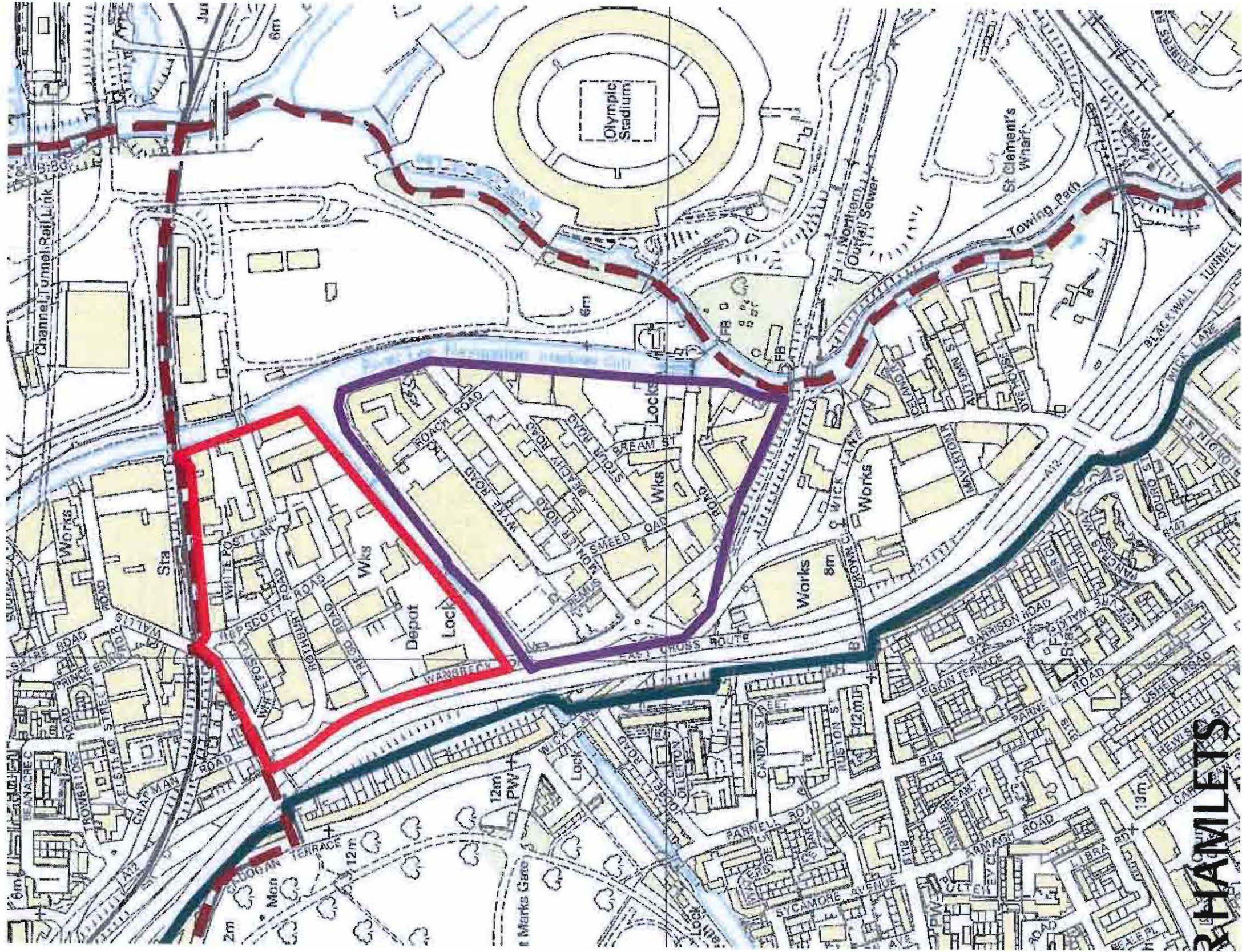
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Drawn by MR	Checked by PK/PC
Job Number HB1505	Status Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_206 **04**

**APPENDIX 4**

**PLAN 4**





*Stones*  
*R Smeald.*

*By Smeald.*  
*Smeald*

*MWSON*  
*MBUNDIA*  
*KHEIRAGI*  
*HSYELANI*

Indicative boundary Fish Island Mid

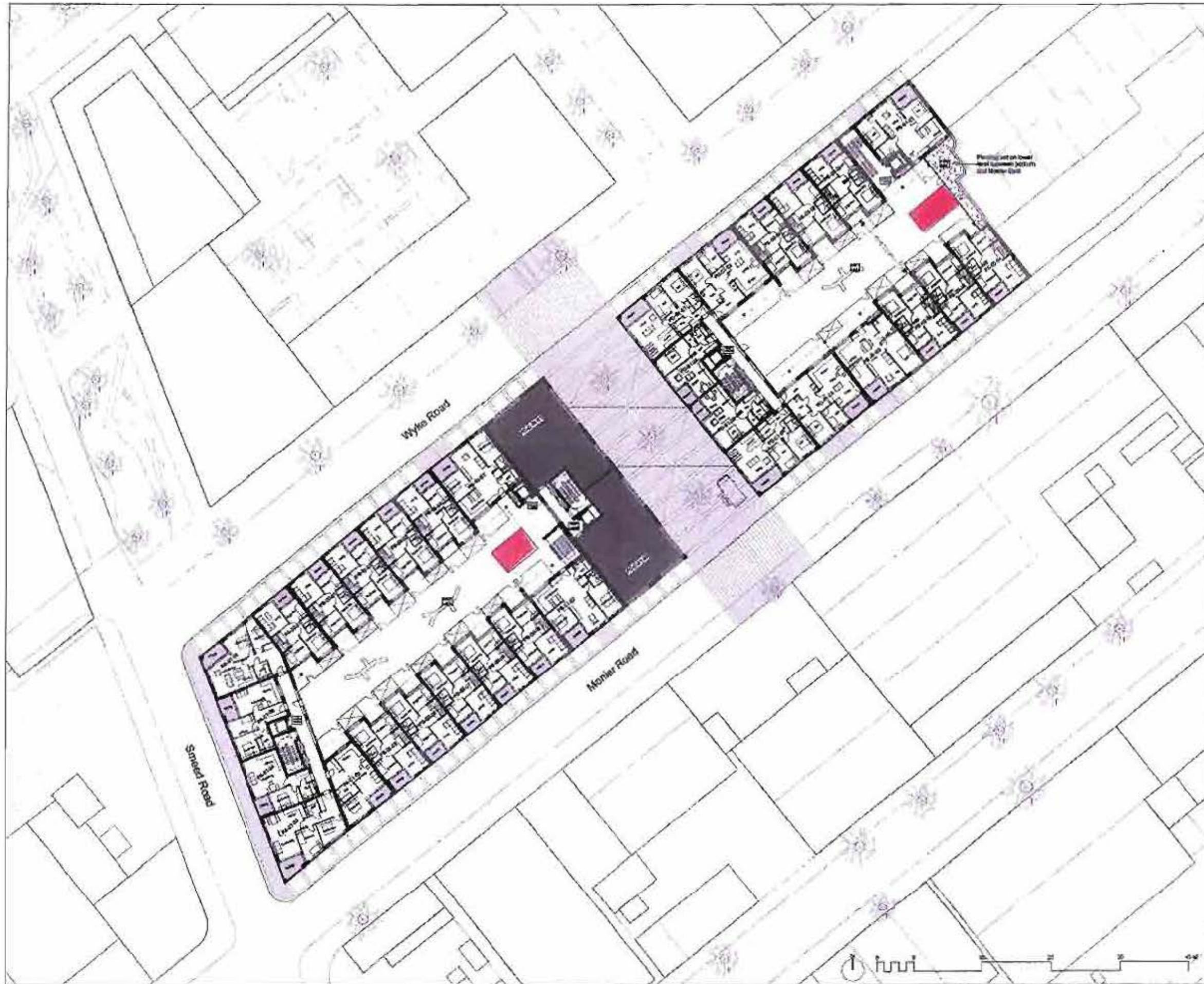
Indicative boundary Fish Island North

**HAMLETS**



**APPENDIX 5**

**PLAN 5**



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Revision	No.	Description
01.01.18	NA-01	Planning agreement - private ADSS and ADS included
06.03.18	NA-02	Final layout and dimensions added, final access layout to Motor East amended
14.05.18	NA-03	Access and layout to Motor East amended, final access layout to Motor East amended

*Stew*  
*R of Smeed Rd*  
*[Signature]*

*M. K. D. S. M.*  
*M. K. D. S. M.*  
*K. H. R. A. M.*  
*H. S. V. E. M.*  
*D. A. P.*

FOR APPROVAL

- Key:
- 1st Smeed Rd
  - Shared
  - Cycle Stone
  - Refuse Stone
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Road
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

**Hawkins\Brown**  
 10th St John Street, London, EC1A 4JH  
 020 7256 6050  
 hawkinsbrown.com  
 www.hawkinsbrown.com

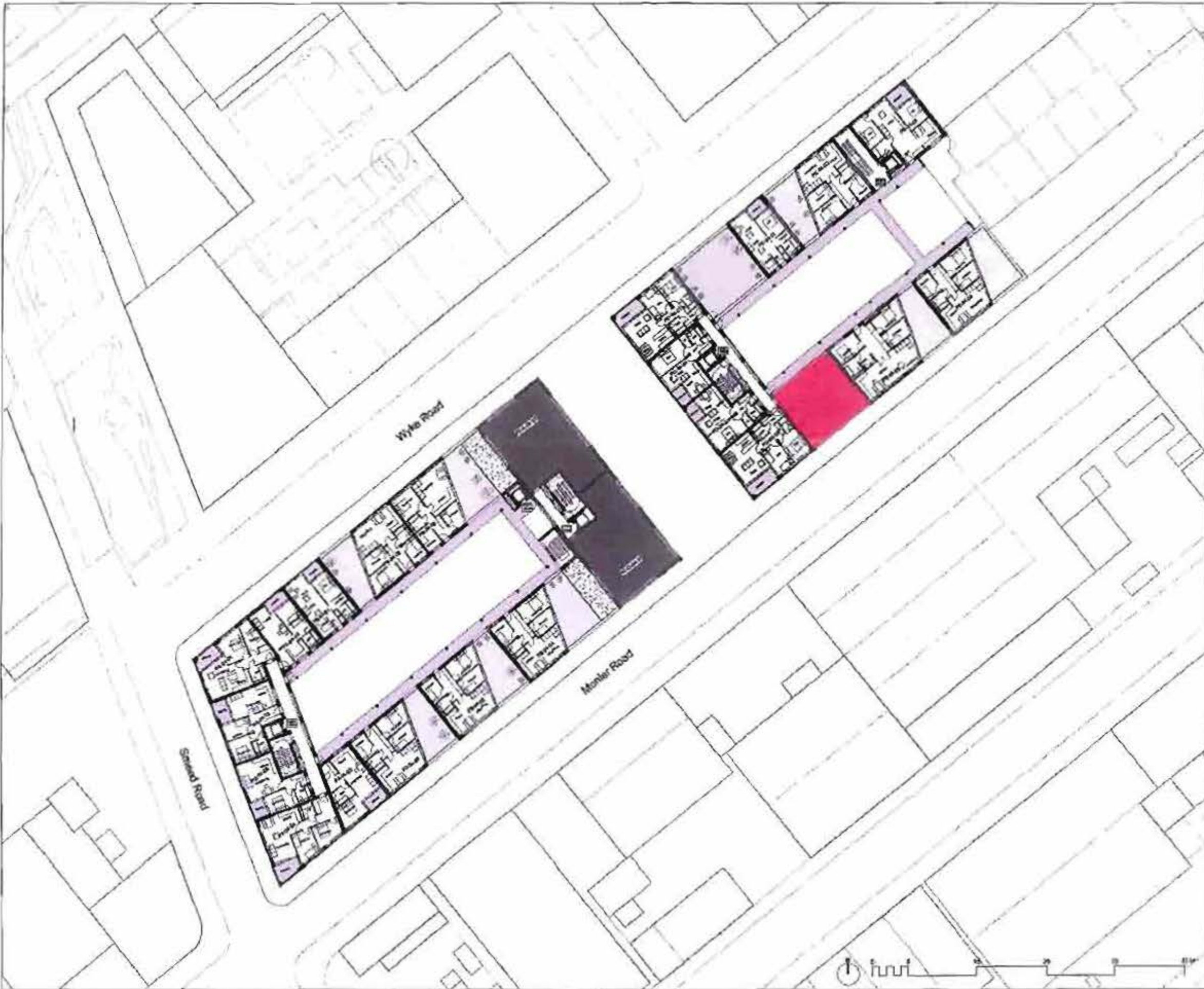
Project  
**1 Smeed Road & 79-85 Monier Road**

Drawing  
**Proposed First GA Plan**

Scale	Date
1:250 @ A1	Sep 14
Drawn by	Checked by
MR	PK/PC
Job Number	Drawn
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_201 03





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Revision	Date	Description
03.01.15	04.05	Planning application - outline submitted and approved
26.02.15	04.05	Plan submitted to Planning Authority for approval
04.03.16	04.05	Planning application submitted and approved - outline submitted and approved

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Stand Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

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 118 St John Street London EC1M 4JL  
 020 7334 8200  
 hawkinsbrown.com  
 hawkinsbrown.co.uk

Project  
 1 Sneed Road & 73-85 Monier Road

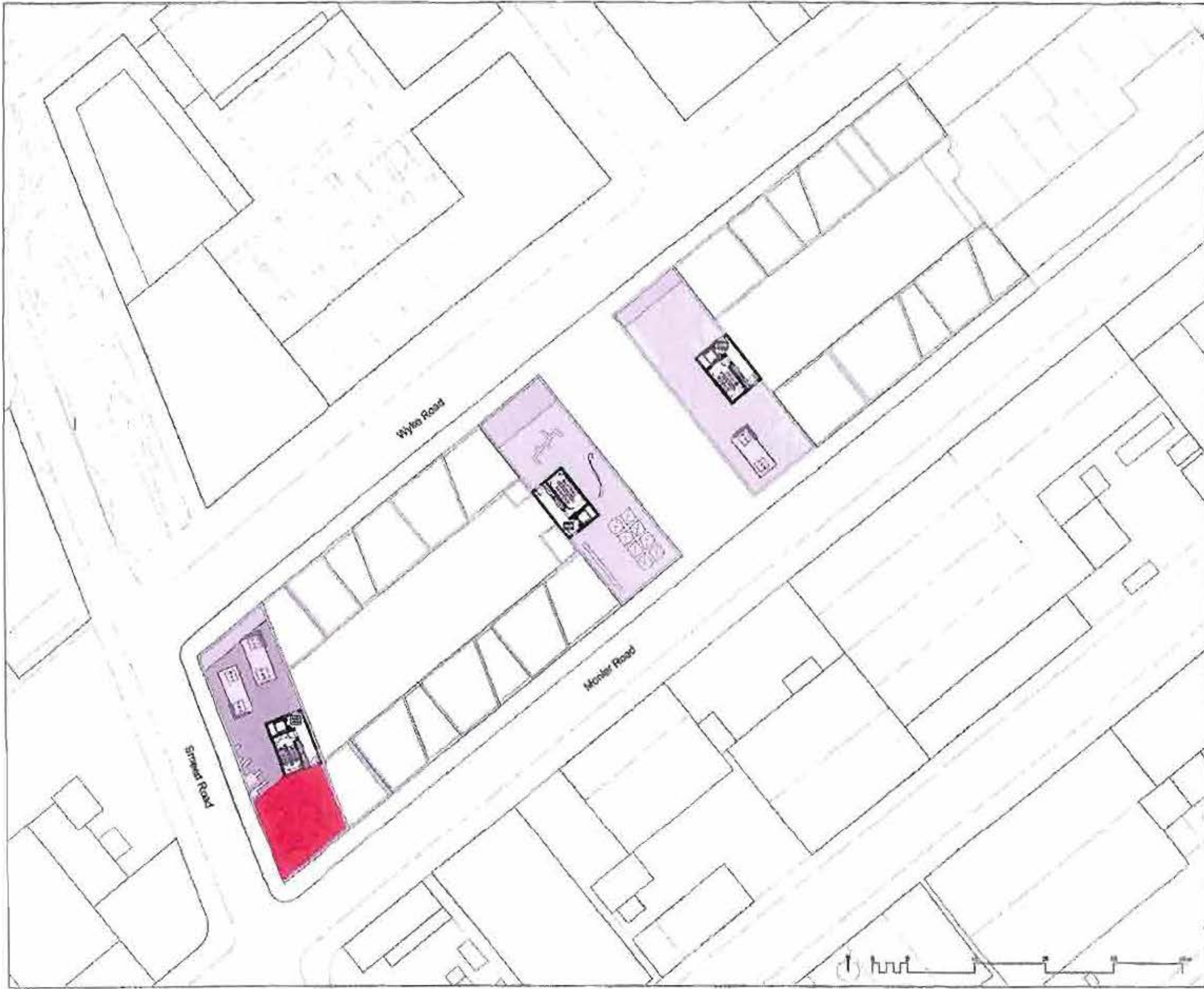
Drawing  
 Proposed Fourth GA Plan

Scale 1:250 @ A1	Date Sep 14
Drawn by MR	Checked by PK/PC
Job No/Ref HD1505	Discipline Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_204 03







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Reference	Revised	Description
01/15	Re-01	Planning application - submit application
02/15	Re-02	Finalize and submit application to local authority
03/15	Re-03	Finalize and submit application to local authority
04/15	Re-04	Finalize and submit application to local authority

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

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 125 St John Street, London EC1V 9JL  
 Tel: 020 7318 5000  
 Email: info@hawkinsbrown.com  
 Website: www.hawkinsbrown.com

Project:  
**1 Smead Road & 79-83 Monier Road**

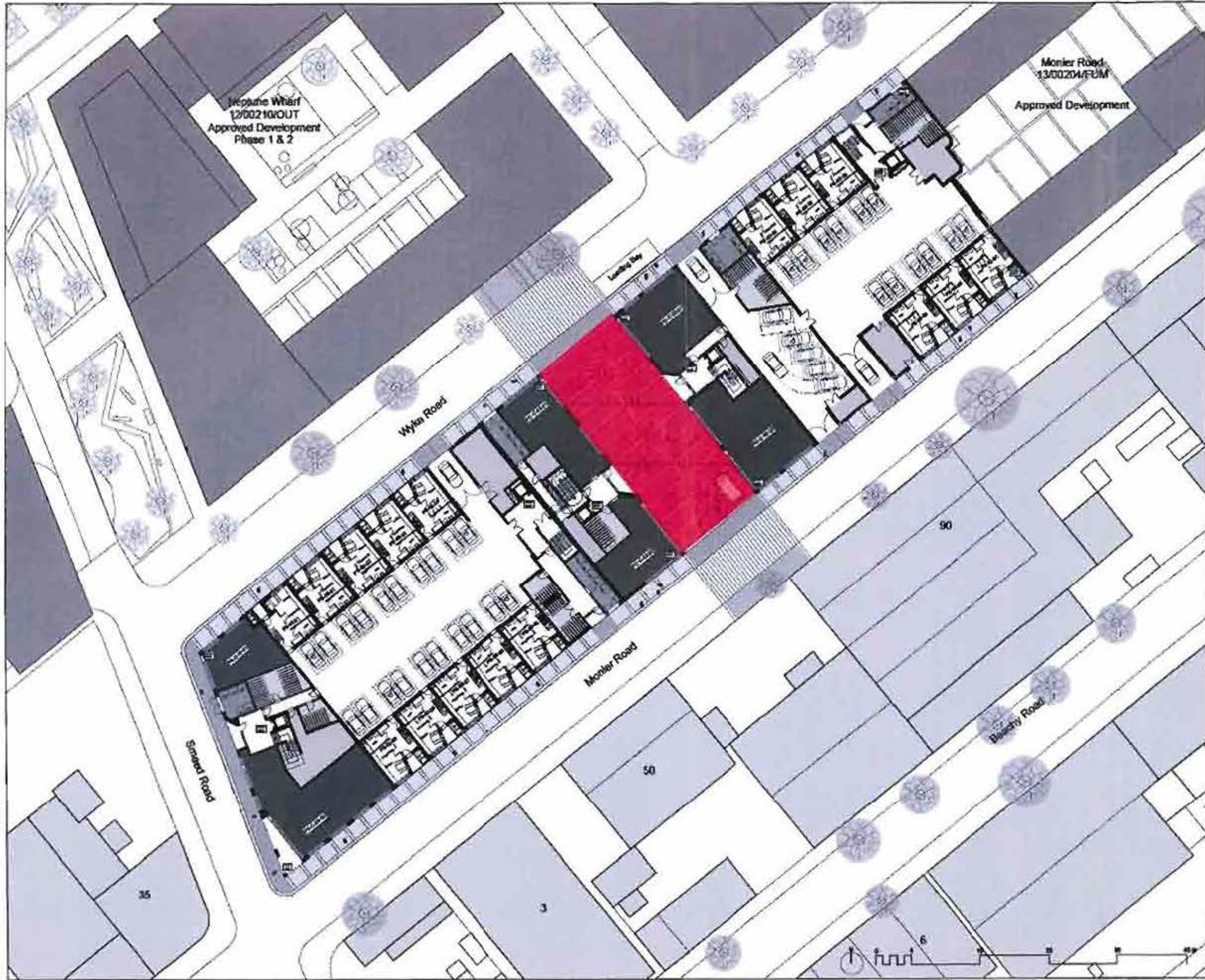
Drawing:  
**Proposed Sixth GA Plan**

Scale:	1:250 @ A1	Date:	Sep 15
Drawn by:	MR	Checked by:	PK/PC
Job Number:	HB1505	Notes:	Planning

**APPENDIX 6**

**PLAN 6**





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Revisions	Rev	Description
02.04.16	Rev 01	Planning agreement - position amended and not revised
26.02.16	Rev 02	Floor levels and dimensions added, deck access adjacent to Monier East amended
04.03.16	Rev 03	Additional cycle storage position west adjacent to Monier East amended, deck access adjacent to Monier East amended, additional wheelchair accessible car parking
26.03.16	Rev 04	Cycle storage position amended

*John Smead*  
 J & Smead Ltd.

**FOR APPROVAL**

- Key:
- Services
  - Cycle Store
  - Refuse Store
  - Work/Employment
  - Shared Amenity Space
  - Child Play
  - Brown/Green Roof
  - Private Terrace
  - Planning Granted Buildings
  - Existing Buildings

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 www: hawkinsbrown.com  
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Project  
 1 Smead Road &  
 79-85 Monier Road

Drawing  
 Proposed Ground  
 GA Plans

Scale	Date
1:250 @ A1	Sep 14
Drawn by	Checked by
MR	PK/PC
Job Number	Discs
HB1505	Planning

Drawing No. & Revision  
 1505\_DWG\_PL\_00\_200 **04**

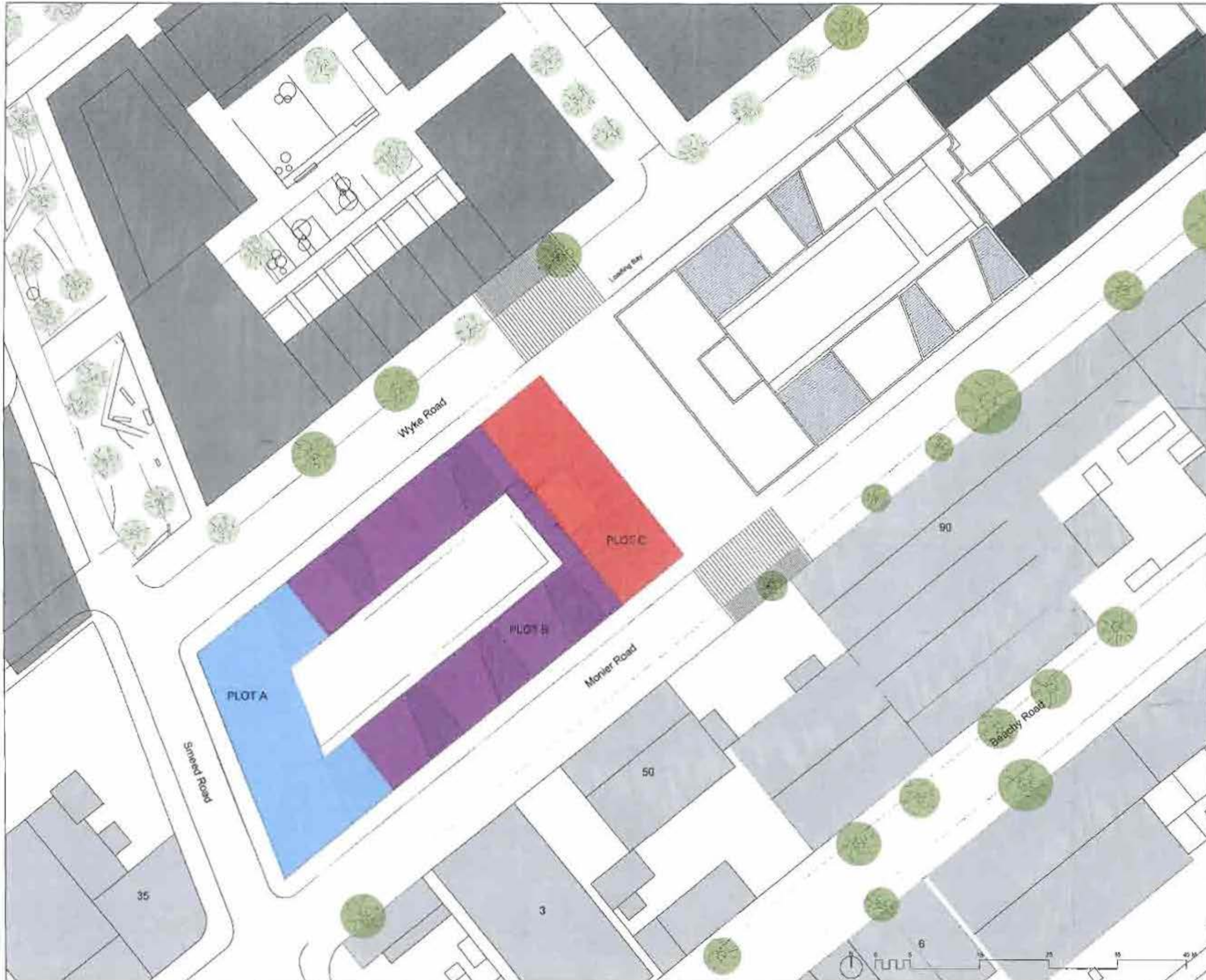
*Duta*

*R. Smead*  
*L.S. Smead Ltd*  
*M. Smead*  
*R. Smead*  
*K.H. Smead*  
*H.S. Smead*



**APPENDIX 7**

**PLAN 7**



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Revisions  
 [Signature]  
 R. Spruell  
 [Signature]  
 J. Smead  
 [Signature]  
 M. V. [Signature]  
 M. [Signature]  
 K. H. Rami  
 M. S. [Signature]  
 D. [Signature]

- Key:
- PLOT A
  - PLOT B
  - PLOT C

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Project  
 79-85 Morier Road

Drawing  
 Plot Plan

Scale	1:250 @ A1	Date	August 2015
Drawn by	MR	Checked by	PK/PC
Job Number	HB1505	Status	Information
Drawing No. & Revision			00
1505_DWG_PL_00_300			



**APPENDIX 8**

**DRAFT PLANNING PERMISSION**



## FULL PLANNING PERMISSION APPROVAL

Town and Country Planning Act 1990

Town and Country Planning (Development Management Procedure) (England) Order 2015

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Please see notes at the end of this notice

Applicant

City & Suburban Homes Ltd  
c/o agent

Agent

Charles Moran  
CMA Planning  
113, The Timberyard  
Drysdale Street  
London  
N1 6ND

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### Part I - Particulars of Application

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Date of Application: 28-Oct-2014

Application No: 14/00374/FUL

---

Proposal: Application for full planning permission for mixed-use redevelopment comprising: demolition of existing buildings and structures and erection of a part four (4), part five (5) and part six (6) storey mixed use development with a maximum parapet height of 27.7m AOD to provide; 120 residential units (Use Class C3); 100sqm of Class A1/B1 floorspace; 2,150qm of Class B1 floorspace; together with car-parking, cycle parking, refuse and recycling facilities and landscaping.

Location: 1 Smeed Road and 79-85 Monier Road, London, E3 2PS

### Part II - Particulars of Decision

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In pursuance of the powers under the above Act and Order the London Legacy Development Corporation 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. Time limit

The development shall be commenced before the expiration of three years from the date of the permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1991

## 2. Works in accordance with approved details

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with the following details and plan numbers:

1505_DWG_PL_00_001 01	Site Location Plan
1505_DWG_PL_00_002	Existing Site Plan
1505_DWG_PL_00_050 01	Existing Street Elevations
1505_DWG_PL_00_100 02	Proposed Masterplan
1505_DWG_PL_00_130 02	Proposed Street Elevations
1505_DWG_PL_00_200 04	Proposed Ground GA Plan
1505_DWG_PL_00_201 03	Proposed First GA Plan
1505_DWG_PL_00_202 03	Proposed Second GA Plan
1505_DWG_PL_00_203 03	Proposed Third GA Plan
1505_DWG_PL_00_204 03	Proposed Fourth GA Plan
1505_DWG_PL_00_205 03	Proposed Fifth GA Plan
1505_DWG_PL_00_206 04	Proposed Sixth GA Plan
1505_DWG_PL_00_208 02	Proposed Roof Plan
1505_DWG_PL_00_230 05	Proposed Sections AA & BB
1505_DWG_PL_00_231 05	Proposed Sections CC, DD, EE & FF
1505_DWG_PL_00_240 02	Proposed Section AA Plots A, B and C
1505_DWG_PL_00_241 02	Proposed Section BB Plots A,B and C
1505_DWG_PL_00_242 02	Proposed Section CC
1505_DWG_PL_00_243 02	Proposed Section DD Plots B and C
1505_DWG_PL_00_244 02	Proposed Section BB Plots D and E
1505_DWG_PL_00_245 02	Proposed Section BB Plots A, B and C
1505_DWG_PL_00_246 01	Proposed Section EE
1505_DWG_PL_00_247 01	Proposed Section FF
1505_DWG_PL_00_250 04	Proposed Elevation Monier Road
1505_DWG_PL_00_251 04	Proposed Elevation Wyke Road
1505_DWG_PL_00_252 03	Proposed Elevations
1505_DWG_PL_00_260 02	Plots A, B and C Proposed Elevation Monier Road
1505_DWG_PL_00_261 01	Plot C Elevation New Public Space
1505_DWG_PL_00_262 02	Plots A, B and C Proposed Elevation Wyke Road
1505_DWG_PL_00_263 02	Proposed Elevation Smeed Road
1505_DWG_PL_00_264 01	Plots D and E Proposed Elevation Monier Road
1505_DWG_PL_00_265 01	Proposed Elevation Block E (East)
1505_DWG_PL_00_266 01	Plots D and E, Proposed Elevation Wyke Road
1505_DWG_PL_00_267 01	Plot D Elevation New Public Space
1505_DWG_PL_00_268 01	Monier East Interface Ground Floor Plan
1505_DWG_PL_00_269 01	Monier East Interface First Floor Plan
1505_DWG_PL_00_270 01	Monier East Interface Second Floor Plan
1505_DWG_PL_00_280 02	Typical Bay Detail Plot A
1505_DWG_PL_00_281 02	Typical Bay Detail Plot B
1505_DWG_PL_00_282 01	Typical Bay Detail Plot C
1505_DWG_PL_00_283 01	Typical Bay Detail Plot D
1505_DWG_PL_00_284 01	Typical Bay Detail Plot E

Transport Statement ref. TS/001 dated 05/02/2015 and transport notes prepared by Arup dated 30/03/2015 and 02/04/2015; Construction Method Statement ref. PGL-70MR RCMS – rev. 17/10/2014; Planning Statement dated October 2014 and Supplementary Planning Statement dated February 2015;

Sunlight and Daylight Report prepared by Schroeders Begg dated September 2014 rev. 01, and supplementary documents dated March 2015 and April 2015 (ref. 1080/D; Sustainability Statement ref. 237494 dated 19/09/2014; Energy Statement ref. 237494-00 dated 22/08/2014; Environmental Noise Assessment ref AAc/237494-00/R02-JM dated 08/08/2014; Ground Contamination Desk Study and Preliminary Risk Assessment ref. 237494 issue 3 dated 17/12/2014; Flood Risk Statement ref. 237494-90 dated 25/09/2014; Air Quality Assessment ref. 237494-50 dated 02/04/2015; Ecology Report ref. 237494 dated 11/08/2014; Design and Access Statement dated September 201 and Supplementary Design and Access Statement Information dated February 2015

and the description of development contained in the application and any other plans, drawings, documents, details, schemes or strategies which have been approved by the Local Planning Authority pursuant to these conditions.

Reason: To ensure that all works are properly implemented and retained.

### **3. Notice of Commencement**

The development shall not be commenced until written notice of intention to commence the development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of development being commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

### **4. Land Use**

Notwithstanding the provisions of Part 3 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 2015 (or any Order revoking and/or re-enacting that Order) the commercial premises hereby approved shall only be used for the purposes specified in the application (being use class B1 as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended at the date of this permission))

Reason: To ensure a suitable quantum of workspace on the site.

### **5. Housing Design Guide**

Except where different standards are set out in this planning permission, all residential units shall be built in substantial conformity with the Mayor's Housing SPG and, in the event that the Housing SPG (as applicable) is replaced at any time before this permission is implemented, all residential units shall be built in substantial conformity with any replacement housing design guide that may be issued by the Mayor of London after the date of this permission.

Reason: To ensure that high standards of urban design, residential amenity and landscaping are achieved.

### **6. Residential standard- internal noise levels**

All residential premises shall be designed and constructed in accordance with BS8233:1999 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:

Bedrooms- 30dB LAeq,T\* and 40dB LAfmax

Living rooms- 30dB LAeq, D\*

\*T- Night-time 8 hours between 23:00-07:00

\*D- Daytime 16 hours between 07:00-23:00.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

### **7. Refuse storage**

Before the first occupation of the buildings hereby permitted, the refuse storage arrangements shown on the approved drawing/s referenced 1505\_DWG\_PL\_00\_200 rev. 4 shall be provided and made available for use by the occupiers of the buildings and the facilities provided shall thereafter be retained for the life of the development and neither they nor the space they occupy shall be used for any other purpose.

Reason: To ensure that that the refuse will be appropriately stored within the site in the interest of protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance.

### **8. Approval of road works necessary**

The development shall not be commenced until details of the following works to the highway have been submitted to and approved in writing by the Local Planning Authority:

- The provision of an on street loading bay
- Installation of new crossovers and reinstatement of footways where existing crossovers are being blocked up

The building hereby permitted shall not be occupied until these works have been completed in accordance with the approved details.

Reason: To ensure that all road works associated with the proposed development are to a standard approved by the Local Planning Authority and are completed before occupation.

### **9. Construction Management Plan**

The development shall not be commenced until a construction management plan (CMP), has been submitted to and approved by the Local Planning Authority. An updated version of the plan to reflect any changes in policy or best practice guidance shall be submitted to the Local Planning Authority for approval no less frequently than once every three years whilst construction works are in progress on the site. The Construction Management Plan and the updates thereto shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The CMP shall include as a minimum the following information:

- The arrangements for liaison with the relevant highway authorities;
- The parking of vehicles of site operatives and visitors;
- The loading and unloading of plant and materials including a construction logistics plan;
- The storage of plant and materials use in constructing the development;
- The erection and maintenance of security hoardings;
- Measures to control the emission of dust and dirt during construction;
- A scheme for recycling and disposing of waste resulting from demolition and construction work;
- Dealing with complaints and community liaison;
- Details of routes and access for construction traffic. Including lorry holding areas; and
- Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

The development shall be carried out in accordance with the approved details.

Reason: To ensure that the construction of the development uses best practicable means to minimise adverse environmental impacts

### **10. Material samples**

No above ground works shall take place until material samples and sample-panels of all external facing materials (including any hard landscaping materials, mortar and bond) to be used in the construction of the external surfaces of the building hereby approved have been submitted to and approved in writing by

the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure the satisfactory appearance of the development

### **11. Detailed drawings**

Prior to commencement of the development the following detailed drawings including sections (at a scale to be agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority:

- Commercial façade details (ground level shopfronts and entrances): Elevations and sections through shopfronts, including details of doors, windows and signage and junctions with new pedestrian space;
- Residential façade details: Elevations and sections annotated with materials and finishes of all windows (including reveals and sills), entrances, external bin stores, balconies, and balustrades, pipework and parapets;
- External lighting;
- Junctions with the adjacent building; and
- All openings adjacent to the highways.

The development shall not be carried out otherwise than in accordance with the approved drawings.

Reason: In order to ensure a high quality of design and detailing is achieved.

### **12. Deliveries and servicing management plan**

The development shall not be commenced until a delivery and servicing management plan (DSMP) detailing how all elements of the site are to be serviced has been submitted to and approved in writing by the Local Planning Authority. The DSMP shall be prepared in accordance with TfL's online guidance on delivery and servicing plans found at <http://www.tfl.gov.uk/info-for/freight/planning/delivery-and-servicing-plans#on-this-page-1> or such replacement best practice guidance as shall apply at the date of submission of the DSMP. The approved DSMP shall be implemented from first occupation and thereafter for the life of the development.

Reason: In the interests of highway and pedestrian safety.

### **13. Car Parking**

The designated disabled car parking bays shown on the drawings hereby approved, shall be made available and retained for the purposes of car parking for holders of blue badges only. No part of the development shall be occupied until a car park management strategy has been submitted to and approved by the Local Planning Authority in writing which shall describe the allocation and management of these spaces. The car parking shall be maintained in accordance with the approved strategy for the life of the development.

Reason: To ensure the permanent retention of the parking areas, to avoid obstruction of the surrounding streets by waiting vehicles and to safeguard the amenities of the adjoining properties.

### **14. Cycle Storage and facilities- details to be submitted**

No above ground works shall take place until details (1:50 scale drawings) of the facilities to be provided for the secure storage of cycles (for both residential and commercial elements) and on site changing facilities and showers (for the commercial element) have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the facilities provided shall be retained for the life of the development and the space used for no other purpose.

Reason: In order to ensure that satisfactory secure cycle parking and facilities for cyclists are provided and retained.

#### **15. Renewable energy**

The development shall be constructed and operated in accordance with the submitted Energy Strategy (ref. 237494-00 dated 22/08/2014), and achieve reductions in regulated CO2 emissions through the use of on-site renewable energy generation sources approved as part of this development.

Reason: To ensure a high standard of sustainable design and construction.

#### **16. BREEAM**

Before any fit out works to the commercial premises hereby authorised begins, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) which demonstrates that a minimum 'very good' rating has been achieved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given. Before the first occupation of any commercial premises hereby permitted, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards above have been met.

Reason: To ensure that high standards of sustainability are achieved.

#### **17. Code for Sustainable Homes**

No above ground works hereby authorised shall be commenced until:

- (i) a means of independently assessing and certifying that the energy and water efficiency performance of the residential units hereby permitted is at least equivalent to Code for Sustainable Homes Level 4 has been submitted to and approved in writing by the Local Planning Authority ("Certification Scheme");
- (ii) an interim certificate which confirms that the energy and water efficiency performance of the residential units can achieve at least equivalent to Code Level 4 has been submitted to and approved in writing by the Local Planning Authority in accordance with the approved Certification Scheme

No residential unit shall be occupied until a final certificate which confirms that the energy and water efficiency performance of the residential unit has achieved at least Code Level 4 has been submitted to and approved in writing by the Local Planning Authority in accordance with the approved Certification Scheme.

Reason: To ensure that high standards of sustainability are achieved

#### **18. Green/brown roof/ living walls/ vertical gardens**

Before any above ground work hereby authorised begins, details of the biodiverse roofs (including a specification and maintenance plan) and living walls / vertical gardens to be used in the carrying out of the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise than in accordance with any such approval given.

Reason: To ensure the proposed development will preserve and enhance the visual amenities of the locality and is designed for the maximum benefit of local biodiversity.

#### **19. Landscaping Plan (including roof terraces)**

Before any above ground work hereby authorised begins, the following information shall be submitted to and approved in writing by the Local Planning Authority:

- detailed drawings 1:50 and 1:10 of a hard and soft landscaping scheme showing the treatment of all parts of the site not covered by buildings and roof terrace areas (including boundary treatments, surfacing materials of any parking, access, or pathways layouts, materials and edge details and material samples of hard landscaping);
- details of all existing trees on and adjacent to the land, and details of any to be retained, together with measures for their protection, during the course of development;
- planting schedules;
- sections through street tree pits;
- species mix;
- details of biodiversity enhancements (bird and bat nesting boxes etc).

The planting, seeding and/or turfing shall be carried out as approved in the first planting season following completion of building works comprised in the development and any tree or shrub that is found to be dead, dying, severely damaged or diseased within two years of the completion of the building works OR two years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of similar size and species in the first suitable planting season. Planting shall comply to BS:4428 Code of practice for general landscaping operations, BS:3996 Nursery stock specification, BS:5837 Trees in relation to construction and BS:7370 Recommendations for establishing and managing grounds maintenance organisations and for design considerations related to maintenance.

Reason: In order that the Local Planning Authority may ensure that the design and details are in the interest of the special architectural qualities of the existing building and the public spaces around it.

## **20. Drainage**

Development shall not commence until a drainage strategy, detailing any on and/or off site drainage works, has been submitted to and approved by the Local Planning Authority in consultation with the sewerage undertaker. The drainage works referred to in the approved strategy shall be implemented in full and no discharge of foul or surface water from the site shall be accepted into the public system until the said drainage works have been completed.

Reason - The development may lead to sewage flooding; to ensure that sufficient capacity is made available to cope with the new development; and in order to avoid adverse environmental impact upon the community.

## **21. Water Supply**

Development shall not be commenced 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 should determine the magnitude of any new additional capacity required in the system and a suitable connection point.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

## **22. Piling method statement**

No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.



### **23. Contamination**

No development approved by this planning permission (or such other date or stage in development as may be agreed in writing with the Local Planning Authority), shall take place until a scheme that includes the following components to deal with the risks associated with contamination of the site has been submitted to and approved in writing by the Local Planning Authority:

- 1) A preliminary risk assessment which has identified: all previous uses, potential contaminants associated with those uses, a conceptual model of the site indicating sources, pathways and receptors, potentially unacceptable risks arising from contamination at the site.
- 2) A site investigation scheme, based on a detailed assessment of the risk to all receptors that may be affected, including those off site.
- 3) The results of the site investigation and detailed risk assessment referred to in (2) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
- 4) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (3) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. Any changes to these components require the express written consent of the Local Planning Authority. The scheme shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater. The desk study indicates the potential presence of contamination from the previous uses.

### **24. Verification report**

No occupation of any part of the permitted development shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation has been submitted to and approved, in writing, by the Local Planning Authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include a long-term monitoring and maintenance plan for longer-term monitoring of pollutant linkages, a maintenance timetable and arrangements for contingency action arising from the monitoring, as identified in the verification report. The long-term monitoring and maintenance plan shall be implemented in full as approved.

Reason: To protect the water environment, including groundwater from pollution and/or further deterioration.

### **26. Unexpected contamination**

If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy has been submitted to and approved by the Local Planning Authority in writing detailing how this unsuspected contamination shall be dealt with. The remediation strategy shall be implemented as approved.

Reason: To protect the water environment, including groundwater.

### **27. Surface water drainage**

No infiltration of surface water drainage into the ground at this site 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.

Reason: To protect the water environment, including groundwater.

## **28. Archaeological investigation**

A) No development other than demolition to existing ground level shall take place until (i) a programme of archaeological evaluation has been submitted to and approved by the Local Planning Authority in writing (ii) the approved archaeological evaluation programme has been implemented and (iii) a report on that evaluation has been submitted to the Local Planning Authority.

B) If heritage assets of archaeological interest are identified by the evaluation under Part A, then before development, other than demolition to existing ground level, commences (i) a Written Scheme of Investigation shall be submitted to and approved by the Local Planning Authority in writing.

C) No development or demolition other than demolition to existing ground level shall take place other than in accordance with the Written Scheme of Investigation approved under Part (B) and archaeological works shall be carried out by a suitably qualified investigating body acceptable to the Local Planning Authority.

D) The development shall not be occupied until a site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under Part (B), and the provision for analysis, publication and dissemination of the results and archive deposition has been secured.

Reason: To protect heritage assets of archaeological interest that may survive on the site.

## **29. Wheelchair housing**

Prior to the commencement of development, detailed drawings shall be submitted to and approved in writing by the Local Planning Authority demonstrating that not less than 10% of the residential units hereby approved shall be designed and constructed in accordance with the GLA Best Practice Guide on Wheelchair Accessible Housing. The wheelchair housing shall be shared across tenure (private residential, shared ownership and affordable rented) and size (one, two and three bedroom units) and the actual number of such units will be the number of whole units that is as near as arithmetically possible to the specified percentage and 0.5 or above shall be rounded up to the nearest whole.

Reason: To ensure adequate wheelchair housing is provided

### **Informatives:**

1. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. When it is proposed to connect to a combined public sewer, the site drainage should be separate and combined at the final manhole nearest the boundary. Connections are not permitted for the removal of groundwater. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0800 009 3921.
2. Where a developer proposes to discharge groundwater into a public sewer, a groundwater discharge permit will be required. Groundwater discharges typically result from construction site dewatering, deep excavations, basement infiltration, borehole installation, testing and site remediation. Groundwater permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 8507 4890 or by emailing [wwqriskmanagement@thameswater.co.uk](mailto:wwqriskmanagement@thameswater.co.uk). Application forms should be completed on line via [www.thameswater.co.uk/wastewaterquality](http://www.thameswater.co.uk/wastewaterquality). Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991.

3. Thames Water will aim to provide customers with a minimum pressure of 10m head (approx 1 bar) and a flow rate of 9 litres/minute at the point where it leaves Thames Waters pipes. The developer should take account of this minimum pressure in the design of the proposed development.

**Proactive and Positive Statement**

In accordance with the National Planning Policy Framework and with Article 31 of the Town and Country Planning (Development Management Procedure) (England) Order 2010 (as amended and as applied by virtue of Article 47(3) of the Town and Country Planning (Development Management Procedure) (England) Order 2015), the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

Following submission of the planning application, the Local Planning Authority continued to work with the applicant in a positive and proactive manner. The planning application complies with planning policy as stated above and was determined in a timely manner.

Dated this:



**Anthony Hollingsworth**

Director of Planning Policy and Decisions  
London Legacy Development Corporation

**London Legacy Development Corporation  
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 London Legacy Development Corporation Planning Policy and 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](mailto:enquiries@pins.gsi.gov.uk) ) or (Tel: 0117 372 8000).  
To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://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 9**  
**SUPPLEMENTAL AGREEMENT**

DATED

201[X]

(1) LONDON LEGACY DEVELOPMENT  
CORPORATION

(2) [ ]<sup>1</sup>

(3) [ ]<sup>2</sup>

## SUPPLEMENTAL PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country Planning Act  
1990 and all other powers enabling

relating to land known as 85 Monier Road



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<sup>1</sup> Insert name of Covenantor

<sup>2</sup> Insert names of chargees (if any)

**THIS SUPPLEMENTAL AGREEMENT** is made on

20[ ]

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) [ ] whose [registered office/address] is [ ] (the "**Covenantor**");
- [(3) [ ] of [ ] (the "**Chargee**")]<sup>3</sup>

**RECITALS**

**WHEREAS:-**

- (A) The LPA is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which 85 Monier Road is situated.
- (B) On [ ] 2015 the LPA (1), City and Suburban Homes Limited (2), Irene Grace Smerald, Ronald Francis Smerald, Leonard Sidney Smerald and Mark Ronald Charles Smerald (3), Harji Varsani, Mansukh Varsani and Kanti Varsani (4) and Mavji Lalji Bhudia, Karsan Hirji Hirani and Hirji Shivji Velani (5) entered into the Principal Agreement.
- (C) At the date the Principal Agreement was completed City and Suburban Homes Limited had an equitable interest only in 85 Monier Road.
- (D) [On [ ] 201[ ] the Covenantor became the proprietor of the freehold interest in 85 Monier Road].
- (E) This Supplemental Agreement is entered into pursuant to the requirements of Clause 17 of the Principal Agreement and is entered into for the purpose of confirming that the obligations, covenants and undertakings contained in the Principal Agreement are binding on the freehold interest in 85 Monier Road for the purposes of the said section 106 of the 1990 Act.

**OPERATIVE PROVISIONS:-**

**1. INTERPRETATION**

- 1.1 Save where provided otherwise, words and expressions used in this Supplemental Agreement have the meaning assigned to them in the Principal Agreement.
- 1.2 For the purposes of this Supplemental Agreement, the following words and expressions have the meanings assigned:

**"85 Monier Road"** means all that land shown edged red on the plan attached at the Appendix to this Supplemental Agreement;

**"Principal Agreement"** means an agreement dated [ ] 201[ ] between the LPA (1) City and Suburban Homes Limited (2), Irene Grace Smerald, Ronald Francis Smerald, Leonard

<sup>3</sup> Insert details of any persons holding legal charges over the Land or delete if no chargees.

Sidney Smerald and Mark Ronald Charles Smerald (3), Harji Varsani, Mansukh Varsani and Kanti Varsani (4) and Mavji Lalji Bhudia, Karsan Hirji Hirani and Hirji Shivji Velani (5) and entered into pursuant to section 106 of the 1990 Act and other relevant powers.

## 2. OPERATION OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Principal Agreement and is entered into pursuant to section 106 of the 1990 and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 The obligations, covenants, undertakings and agreements contained in this Supplemental Agreement and given to the LPA are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the LPA as the local planning authority for the area within which 85 Monier Road is located.
- 2.3 The Covenantor confirms to and covenants with the LPA that from the date of this Supplemental Agreement its freehold interest in 85 Monier Road is bound by the obligations, covenants and undertakings on the part of the Developer contained in the Principal Agreement and that such obligations, covenants and undertakings are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and so as to bind 85 Monier Road and, subject to Clauses 2.5 and 2.6 of the Principal Agreement, the said obligations, covenants and undertakings on the part of the Developer in the Principal Agreement are entered into by the Covenantor with the intent that they shall be enforceable not only against the Covenantor but also against any successors in title to or assigns of the Covenantor and/or any person claiming through or under the Covenantor an interest or estate in 85 Monier Road (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of 85 Monier Road in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it.
- 2.4 The LPA covenants with the Covenantor in respect of 85 Monier Road to perform the obligations, covenants and undertakings on their part contained in the Principal Agreement.

## 3. [CHARGEЕ CONSENT

- 3.1 The Chargee acknowledges and declares that:-
- 3.1.1 this Supplemental Agreement has been entered into by the Covenantor and the LPA with its consent;
- 3.1.2 85 Monier Road shall be bound by the obligations contained in this Supplemental Agreement; and
- 3.1.3 the security of the mortgagee over 85 Monier Road shall take effect subject to this Supplemental Agreement.
- 3.2 The Chargee being a full member of the Council of Mortgage Lenders or otherwise approved in writing by the LPA on a case-by-case basis will be liable only for any breach of the provisions of this Supplemental Agreement during such period as he is a Chargee in possession of 85 Monier Road.]<sup>4</sup>

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<sup>4</sup> Delete if the Land is not charged.



4. **LOCAL LAND CHARGE**

This Supplemental Agreement is a local land charge and shall be registered as such.

**IN WITNESS** whereof the parties have executed this Supplemental Agreement as a deed the day and year first above written

**EXECUTED** as a deed by affixing the )  
Common Seal of **LONDON LEGACY** )  
**DEVELOPMENT CORPORATION** )  
in the presence of : - )

.....  
Authorised Signatory

[**EXECUTED** as a deed by [the )  
Covenantor] )  
acting by:- )  
**Director**

.....  
**Director/Secretary**

**EXECUTED** as a deed by )  
[the Covenantor] )  
in the presence of:- )

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Occupation of witness: .....]<sup>5</sup>

<sup>5</sup> Delete as appropriate.

**[EXECUTED** as a deed by [Chargee]  
acting by:-

)  
)

.....  
**Director**

.....]<sup>6</sup>  
**Director/Secretary**

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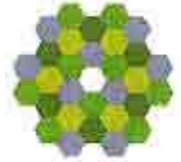
<sup>6</sup> Delete if the Land is not charged.

**APPENDIX TO SUPPLEMENTAL AGREEMENT**

**Plan of 85 Monier Road**

Land Registry  
Official copy of  
title plan

Title number **EGL300523**  
Ordnance Survey map reference **TQ3784SW**  
Scale **1:1250**  
Administrative area **Tower Hamlets**



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