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Agreement

The Greater London Authority

The Mayor and Burgesses of the London Borough of Tower Hamlets

Transport for London

Poplar Housing and Regeneration Community Association Limited

The Law Debenture Trust Corporation Plc

Aberfeldy New Village LLP

pursuant to section 106 of the Town and Country Planning Act 1990 and other powers in relation to Aberfeldy Estate, Land to the north of East India Dock Road, east of the Blackwall Tunnel Northern Approach Road and to the south west of Abbott Road (Council reference PA/21/02377/A1)

3 JUNE

2024

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THIS DEED is made on

3 JUNE

2024

BETWEEN:

- (1) **The Greater London Authority** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Churchie Way, London E16 1ZE (the **GLA**);
- (2) **The Mayor and Burgesses of the London Borough of Tower Hamlets** of Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ (the **Council**);
- (3) **Transport For London** (a statutory body established under the Greater London Authority Act 1999) of 5 Endeavour Square, Stratford, London, E20 1JN (**TfL**);
- (4) **Poplar Housing and Regeneration Community Association Limited** (community benefit society number 7726) whose registered address is George Green Building, 155 East India Dock Road, London E146DA (the **Owner**);
- (5) **Aberfeldy New Village LLP** (company registration number OC372276) whose registered address is 7 Bell Yard, London, England, WC2A 2JR (the **Applicant**); and
- (6) **The Law Debenture Trust Corporation Plc** (company registration number 1675231) of 8th Floor, 100 Bishopsgate, London, EC2N 4AG; (the **Mortgagee**).

RECITALS:

- (A) The Council is the local planning authority for the purposes of section 106 of the 1990 Act for the area within which the Application Site is located.
- (B) The Owner is the freehold owner of the Site registered at HM Land Registry with the title numbers set out at Schedule 16.
- (C) The Mortgagee is the proprietor of the registered charges over some of the title numbers relating to the Site as set out at Schedule 16.
- (D) The Additional Land falls within the Application Site but is not within the ownership of the Owner. Part of the Additional Land is within the ownership of the Mayor and Burgesses of the London Borough of Tower Hamlets. For the avoidance of doubt at the date of this agreement the Additional Land is not bound by this agreement and the Mayor and Burgesses of the London Borough of Tower Hamlets enters into this agreement purely in its capacity as local planning authority (as set out at Recital (A) above) and not in its capacity as owner of part of the Additional Land.
- (E) The Applicant submitted the Application to the Council on 27 October 2021 to carry out the Development on the Application Site.
- (F) At a meeting of the Council's Strategic Development Committee held on 23 February 2023, the Council resolved to refuse the Application.
- (G) On 2 May 2023, the Deputy Mayor for Planning, Regeneration and Skills gave a direction to the Council under powers conferred by section 2A of the 1990 Act and delegated by the Mayor of London that he would act as the local planning authority for the purposes of determining the Application.
- (H) The Application was revised on 8 November 2023.

- (I) At a representation hearing held on 26 January 2024, the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Permission subject to imposing conditions and prior completion of this agreement.
- (J) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this agreement on behalf of the Mayor of London.
- (K) The Council will be responsible with the GLA and (where stated) TfL for monitoring the discharge and enforcement of the obligations in this agreement and except where expressly stated otherwise in this agreement the Council shall have primary responsibility for such monitoring and enforcement.
- (L) TfL has the power under the Greater London Authority Act 1999 to facilitate the discharge by the GLA of its duty to promote and encourage safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and, in respect of GLA roads (as defined in the 1980 Act), is the highway authority.
- (M) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this agreement.
- (N) TfL has entered into this agreement in its capacities as highway authority and a statutory public transport service provider and is the body by whom certain of the transport-related obligations contained in this agreement (where stated) may be enforced.
- (O) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this agreement in accordance with section 2E of the 1990 Act.
- (P) The Owner and the Applicant have agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this agreement.
- (Q) The Council, the Owner and the Applicant agree that carrying out the Development pursuant to the Permission shall not prevent development pursuant to the Existing Permission from being carried out within the areas that are not covered by the Overlap Areas.
- (R) The parties agree that the obligations in this agreement are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions

- 1.1 The following words and phrases shall have, unless the context otherwise requires, the following meanings:

1974 Act means the Greater London Council (General Powers) Act 1974;

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

Additional Land means the parts of the Application Site shown shaded yellow, blue and purple on Plan 2 which, at the date of this agreement, are not within the ownership of the Owner and do not fall within the Site;

Application means the application for the Permission submitted by the Developer to the Council to which the Council has allocated reference number PA/21/02377/A1 as subsequently amended and allocated GLA reference number 2023/0300;

Application Site means the land shown edged red on Plan 1 being the land benefitting from the Permission and comprising the Site and the Additional Land;

BCIS Index means the Building Cost Information Service All-In Tender Price Index or, if that index is no longer maintained, a replacement or alternative index agreed with the GLA and the Council;

Block means a block within a Phase;

Borough means the London Borough of Tower Hamlets;

Commencement Date means the date on which the Permission or where the context requires any part thereof or a Phase is implemented by the carrying out of any Material Operation but for the purpose of this agreement excluding the Preparatory Works and **Commencement, Commenced** and **Commence** shall be construed accordingly;

Commercial Unit means any unit forming part of the Development or reconfigured from classes comprised in the Development to Class E as defined by the Use Classes Order 1987 and **Commercial Units** shall be construed accordingly;

Confirmatory Deed means a confirmatory deed in the form appended to this agreement at Appendix A;

Construction Phase means, in respect of a Phase, the period between carrying out the first Material Operation in that Phase and Practical Completion of that Phase;

Developer means the Owner and the Applicant jointly and severally;

Development means the development of the Application Site by the demolition of all existing structures and redevelopment to include a number of buildings (up to 100m AOD) and up to 141,014sqm (GEA) of floorspace comprising the following mix of uses: Residential (Class C3); Retail, workspace, food and drink uses (Class E); Car and cycle parking; Formation of new pedestrian route through the conversion and repurposing of the Abbott Road vehicular underpass for pedestrians and cyclists connecting to Jolly's Green; Landscaping including open spaces and public realm; and New means of access, associated infrastructure and highway works (in outline) and for residential (Class C3), retail, food and drink uses and a temporary marketing suite (Class E and Sui Generis), together with access, car and cycle parking, associated landscaping and new public realm, and open space (full);

Existing Permission means the outline planning permission with reference PA/11/02716/PO granted on 20 June 2012 for the comprehensive redevelopment of the Aberfeldy Estate, the outline planning permission with reference PA/15/00002 granted on 15 July 2015 and all planning permissions granted under section 73 of the 1990 Act for development without complying with conditions subject to which either of the two aforementioned planning permissions was granted;

Existing Section 106 Agreement means the agreement dated 20 June 2012 entered into pursuant to section 106 of the 1990 Act between (1) London Thames Gateway Development Corporation; (2) the Council; (3) Poplar Housing and Regeneration

Community Association Limited; (4) Telford Homes PLC; (5) the Developer; (6) the Law Debenture Trust Corporation plc; and (7) Westminster Community Homes Limited in connection with the Existing Permission;

Expert means:

- (a) for the purposes of any disputes arising between any of the parties in relation to any question, calculation or determination under Schedule 4, subject to paragraph 20.2 of Schedule 4, a person with no less than ten years' experience of preparing and assessing development appraisals and who:
 - (i) in the event of a dispute relating to construction cost sums shall be a qualified Quantity Surveyor and member or fellow of the Royal Institution of Chartered Surveyors; or
 - (ii) in the event of a dispute relating to finance costs, marketing costs or any other financial issues shall be a member or fellow of the Institute of Chartered Accountants;
- (b) for the purposes of any disputes arising between any of the parties in relation to any other matter within this agreement, a person with no less than ten years' recent and relevant experience in the subject matter of the relevant dispute;

Financial Contributions means the following contributions payable to the Council under this agreement:

- (a) Late Stage Review Contribution;
- (b) Construction Phase Employment and Training Contribution;
- (c) End-User Phase Employment and Training Contribution;
- (d) Affordable Workspace Contribution;
- (e) Phase A Carbon Offset Contribution;
- (f) Reserved Matters Carbon Offset Contributions;
- (g) Bus Priority Contribution;
- (h) Car Club Bay Commuted Sum;
- (i) Relocated Cycle Hire Docking Station Contribution;
- (j) Traffic Order Contribution;
- (k) Development Co-ordination and Integration Contribution; and
- (l) Phase A Development Co-ordination and Integration Contribution

and **Financial Contribution** shall be construed accordingly;

Interest means simple interest at a rate per annum of four percentage points above the Bank of England base rate in force from time to time, such interest to be apportioned on a daily basis;

Landlord Offer means the document dated 23 September 2020 containing an offer given on specific terms to then-residents of the Aberfeldy Estate to return to a Residential Unit within the Development appended to this agreement at Appendix C;

Local People means residents of the Borough and **Local Person** shall be construed accordingly;

London Plan means the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this agreement the London Plan published in March 2021 and including any revisions and successor plans thereto;

Material Operation means a material operation comprised in the Development as defined by section 56(2) and (4) of the 1990 Act;

Monitoring Fee means the sum of £63,694 (index-linked in accordance with clause 18) to be applied by the Council for all purposes relevant to and connected with monitoring and compliance checking the obligations in this agreement;

Monitoring Officer means the officer appointed by the Council to monitor compliance with this agreement and whose address for correspondence is noted in clause 24.4;

Notification of Payment Form means the form at Schedule 3 of this agreement;

Occupation means the occupation of any part of the Development permitted by the Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing or display (and **Occupier, Occupiers, Occupied, Occupy and Occupying** shall be construed accordingly);

Outline Element means Phase B, Phase C and Phase D;

Overlap Areas means the areas within the Application Site that are overlapped by the site subject to the Existing Permission as shown shaded pink and hatched blue on Plan 3 at Schedule 2;

Permission means the planning permission for the Development to be granted in the form of the draft decision notice attached to this agreement at Schedule 1;

Phase means a phase of the Development as shown on the Phasing Plan;

Phase A means the phase of the Development permitted by the detailed part of the Permission marked "Phase A" on the Phasing Plan;

Phase B means the phase of the Development permitted by the outline part of the Permission marked "Phase B" on the Phasing Plan;

Phase C means the phase of the Development permitted by the outline part of the Permission marked "Phase C" on the Phasing Plan;

Phase D means the phase of the Development permitted by the outline part of the Permission marked "Phase D" on the Phasing Plan;

Phasing Plan means Plan 4 at Schedule 2 or such alternative phasing plan covering the entirety of the Application Site as may be approved pursuant to Schedule 17;

Plan 1 means the plan of the Application Site shown edged red and marked "Plan 1" at Schedule 2;

Plan 2 means the plan showing the land ownership of the Application Site (with the Site shaded orange) and marked "Plan 2" at Schedule 2;

Plan 3 means the plan of the Overlap Areas shown shaded pink and hatched blue and marked "Plan 3" at Schedule 2;

Plan 4 means the plan showing the Phases of the Development marked "Plan 4" at Schedule 2;

Plan 5 means the plan showing the location of the Affordable Housing Units marked "Plan 5" at Schedule 2;

Plan 6 means the set of drawings showing the location, size, tenure and internal layout of the Affordable Housing Units (Phase A) marked "Plan 6" at Schedule 2;

Plan 7 means the plan showing Block J shaded blue and marked "Plan 7" at Schedule 2;

Plan 8 means the plan showing the Existing Cycle Hire Docking Station and marked "Plan 8" at Schedule 2;

Plan 9 means the plan showing the Highway Works and marked "Plan 9" at Schedule 2;

Plan 10 means the set of drawings showing the Leven Road Car Club Bays and marked "Plan 10" at Schedule 2;

Plan 11 means the set of drawings which comprise the Phase B TfL Highway Works Plans marked "Plan 11" at Schedule 2;

Plan 12 means the plan showing the TfL Assets marked "Plan 12" at Schedule 2;

Plan 13 means the plan showing the TfL Trees and marked "Plan 13" at Schedule 2;

Plan 14 means the plan showing the Tram Ducts (as defined in Schedule 8) marked "Plan 14" at Schedule 2;

Plan 15 means the plan showing the Open Space and marked "Plan 15" at Schedule 2;

Plan 16 means the plan showing the Allotments and marked "Plan 16" at Schedule 2;

Plan 17 means the plan showing the Play Space and Temporary Play Space and marked "Plan 17" at Schedule 2;

Plan 18 means the plan identifying the location of the Public Realm and Town Square within the Development marked "Plan 18" at Schedule 2;

Plan 19 means the plan of the Faith Centre and Replacement Faith Centre to be re-provided within the Development marked "Plan 19" at Schedule 2;

Practical Completion means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part thereof and **Practically Complete** and **Practically Completed** shall be construed accordingly;

Preparatory Works means:

- (a) demolition works;
- (b) excavation;
- (c) archaeological works;
- (d) site surveys;
- (e) site preparation;

- (f) environmental preparatory works;
- (g) the erection of fencing to enclose the Development or any part of the Development;
- (h) laying of or provision of any services and/or services diversion works on or under the Development or any part of the Development;
- (i) the laying out of roads for construction purposes;
- (j) the erection of site buildings for construction purposes;
- (k) contamination tests;
- (l) remediation or trial pits; and
- (m) works of decontamination remediation;

Reasonable Endeavours means that a party responsible for an obligation will not take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary in this agreement) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such effort and reasonable sums of money (where appropriate in the context) and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect which shall mean:

- (a) in the case of the Developer, of a competent commercial developer and landowner in the context of the Development; and
- (b) in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

Reserved Matters means any one or more of those matters reserved under the terms of the Permission for subsequent approval;

Reserved Matters Application means an application for approval of any Reserved Matters;

Reserved Matters Approval means an approval granted pursuant to a Reserved Matters Application;

Reserved Matters Area means a part of the Application Site in respect of which a Reserved Matters Approval is being applied for or granted;

Residential Unit means a residential unit provided as part of the Development and **Residential Units** shall be construed accordingly;

Section 73 Permission means planning permission granted pursuant to section 73 of the 1990 Act in respect of the Permission or (with respect to such applications made after the first Section 73 Permission has been granted) any preceding Section 73 Permission;

Section 96A Approval means approval granted by the Council pursuant to an application made under section 96A of the 1990 Act to make non-material changes to the Permission or any Section 73 Permissions;

Site means the land shown shaded orange on Plan 2;

TfL means Transport for London;

TfL Confirmatory Deed means a deed substantially in the form appended to this agreement at Appendix B under which a disponee of a freehold interest or leasehold interest with a term of more than seven years in the whole or any part of the Application Site agrees to be bound by the obligations in this agreement pursuant to clause 8.5 below;

Use Class means the relevant class of development use as specified in the schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended); and

Working Day(s) means any day other than Saturday, Sunday and public holidays in England.

2. **Construction of this agreement**

- 2.1 References to the GLA, the Council, TfL, the Owner and the Applicant shall include their respective successors in title or function (as applicable) unless otherwise expressly stated.
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.5 References in this agreement to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this agreement so numbered.
- 2.6 The clause paragraph and Schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.
- 2.7 Wherever more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally against each individually unless there is an express provision otherwise.
- 2.8 The word including shall be construed without prejudice to the generality of the words preceding it.
- 2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction.
- 2.10 Save in respect of the Permission, in the event of any conflict between the terms conditions and provisions of this agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this agreement will prevail.
- 2.11 In this agreement, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month and any reference to the term "year" shall mean calendar year.
- 2.12 Where any covenants in this agreement are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.
- 2.13 The Interpretation Act 1978 shall apply to this agreement.

3. Legal basis

3.1 This agreement is entered into pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 16 of the 1974 Act;
- (c) section 111 of the Local Government Act 1972;
- (d) section 1 of the Localism Act 2001; and
- (e) all other powers enabling.

3.2 The covenants, restrictions, undertakings and requirements imposed upon the Developer under this agreement entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner and the Applicant jointly and severally with the intent that the obligations will bind the Site and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and the Applicant and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner or the Applicant an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.

3.3 To the extent that any of the obligations in this agreement are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1.

4. Conditionality

4.1 Subject to clauses 4.2 and 4.3, this agreement shall take effect on the date of this agreement.

4.2 Subject to clause 4.3, the obligations in the schedules to this agreement are unless otherwise specified conditional upon:

- (a) the grant of the Permission; and
- (b) the Commencement Date occurring.

4.3 Paragraphs 8.3, 10 and 12.1 of Schedule 4, paragraphs 5.1 and 5.2 of Schedule 8, paragraph 11.1 of Schedule 9, paragraphs 2.2, 2.4(a), 2.5 and 2.6 of Schedule 13 and paragraph 3.1 of Schedule 15 shall come into effect on the grant of the Permission.

5. The Developer's Covenants

5.1 The Developer hereby covenants with and undertakes to the GLA, the Council and TfL (in TfL's case where applicable):

- (a) to observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the Schedules to this agreement;
- (b) to observe and perform or cause to be observed and performed the terms, covenants and obligations on its part in the agreement;

- (c) to notify the GLA, the Council and TfL (in TfL's case where applicable) in writing not less than 5 Working Days before the anticipated date of each of the following events occurring:
- (i) submission of Reserved Matters Applications for each Outline Phase;
 - (ii) commencement of Preparatory Works;
 - (iii) the Commencement Date;
 - (iv) Commencement of each Phase;
 - (v) Commencement of works to each Reserved Matters Area;
 - (vi) commencement of each of the Phase A Highway Works, Phase B Highway Works, Phase C Highway Works and Phase D Highway Works;
 - (vii) demolition of any building within Plot H3 in Phase A
 - (viii) any restriction of access to or from or closure or removal of the Existing Cycle Hire Docking Station;
 - (ix) Practical Completion of each Outline Phase;
 - (x) Occupation of each Phase;
 - (xi) Occupation of each Block;
 - (xii) Occupation of any Open Market Housing Units in each Phase;
 - (xiii) Occupation of 40 per cent of the Residential Units in Phase C;
 - (xiv) Occupation of 50 per cent of the Open Market Housing Units in each Phase;
 - (xv) Occupation of 50 per cent of the Residential Units in each Phase;
 - (xvi) Occupation of 85 per cent of the Open Market Housing Units in Phase A, Phase B and Phase C;
 - (xvii) Occupation of 75 per cent of Residential Units in the Development;
 - (xviii) Occupation of 95 per cent of the Residential Units in the Development;
 - (xix) first Occupation of the Affordable Workspace in each Phase;
 - (xx) first Occupation of the Commercial Units in each Phase;
 - (xxi) completion of the sale of the final Residential Unit in the final Phase of the Development; and
 - (xxii) Occupation of the final Residential Unit in the final Phase of the Development; the date of first Occupation of the Development;
- (d) not to cause, suffer or permit the occurrence of any event specified in clause 5.1(c) above until it has given notice to the GLA, the Council and TfL (in TfL's case where applicable) of the anticipated date of that event in accordance with clause 5.1(c).

5.2 If the Developer fails to give notice of any date under and in accordance with clause 5.1(c) above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest date on which the relevant event could have occurred unless the Developer can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

5.3 The Owner and the Applicant hereby acknowledge and declare:

- (a) they are the primary parties liable for the performance of the obligations set out in the Schedules; and
- (b) the Site is bound by this agreement for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

6. **GLA, TfL and Council Covenants**

6.1 The GLA covenants with the Developer to:

- (a) observe and perform or cause to be observed and performed its obligations in this agreement; and
- (b) grant the Permission as soon as is reasonably practicable following completion of this agreement.

6.2 TfL covenants with the Developer to observe and perform or cause to be observed and performed its obligations in this agreement.

6.3 The Council covenants with the Developer to:

- (a) observe and perform the covenants on its part contained in this agreement; and
- (b) save for continuing planning obligations as soon as reasonably practical following any of the Developer's covenants and undertakings herein being satisfied to the satisfaction of the Council and in any event no later than 20 Working Days from receipt of a written request from the Developer to confirm that such covenants and undertakings have been satisfied then subject to payment of the Council's reasonable costs to provide written confirmation of such satisfaction.

7. **Superseded development**

7.1 The Developer hereby covenants with and undertakes to the GLA and the Council that, from (and including) the date on which a Material Operation is carried out pursuant to the Permission, it shall not carry out any further development within the Overlap Areas pursuant to the Existing Permission.

7.2 The Council and the Developer agree that from (and including) the date on which a Material Operation is carried out pursuant to the Permission:

- (a) the Existing Permission shall be superseded by the Permission in respect of development within the Overlap Areas only; and
- (b) the Existing Section 106 Agreement shall be confirmed as ceasing to have any further effect in respect of development within the Overlap Areas.

8. Land ownership

- 8.1 The Owner warrants to the GLA, the Council and TfL (for TfL only in respect of those parts of the Site that are relevant to the obligations that are enforceable by TfL) that it is the freehold owner of the interests in the Site listed at Part 1 of Schedule 16, that it has full power and rights to enter into this agreement and that there is no other person having any freehold or leasehold interest in those parts of the Site other than those listed at Part 2 of Schedule 16.
- 8.2 The Owner hereby covenants with and undertakes to the GLA, the Council and TfL (for TfL only in respect of those parts of the Site that are relevant to the obligations that are enforceable by TfL) to give the GLA, the Council and TfL written notice as soon as practically possible of any change in ownership of any of the Owner's interests in the Site or part thereof occurring before all the obligations under this agreement have been discharged, such notice to include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE THAT no notice is required in respect of disposals of any of the Residential Units or the Commercial Units to individual Occupiers.
- 8.3 As soon as reasonably practicable and in any event not later than 5 Working Days after acquiring any interest in the Additional Land (or any part thereof) that is not at that time bound by this agreement, the Developer shall execute and deliver to the GLA, the Council and TfL a Confirmatory Deed so as to make that interest in the Additional Land (or relevant part thereof) bound by the terms of this agreement and from the date of such Confirmatory Deed any reference to the "Site" in this agreement shall include the Additional Land (or any part thereof) that was the subject of such Confirmatory Deed.
- 8.4 The Developer shall not carry out any Material Operation on the Additional Land (or any part thereof) unless a Confirmatory Deed has been entered into in respect of the Additional Land (or the relevant part thereof) pursuant to clause 8.3 above.
- 8.5 Unless otherwise agreed by TfL in writing, the Owner shall not dispose of any freehold interest or leasehold interest with a term of more than seven years in the whole or any part of the Site (excluding any disposal of an interest which is referred to in clauses 9.7, 9.8 or 9.9), unless simultaneously with completion of the disposal the donee enters into a TfL Confirmatory Deed which binds the interest being disposed of.

9. Liability and enforcement

- 9.1 If any of the provisions in this agreement are held invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.
- 9.2 Nothing in this agreement shall imply any obligations on the part of the GLA and the Council to the parties hereof or to any person to ensure that the Development is properly constructed.
- 9.3 Without affecting any statutory powers or rights of access or entry, the Developer covenants with and undertakes to the GLA, the Council and TfL to permit the GLA, the Council and TfL and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

- 9.4 The Developer shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this agreement on the Owner, the Applicant and/or the Developer will be prevented from being carried out.
- 9.5 The Owner and the Applicant respectively shall not be liable for a breach of any of its obligations under this agreement or obligations relating to any part of the Site after it has parted with all of its interests in the Site or the part in respect of which the breach arises (as the case may be) save in both case for liability for antecedent breaches.
- 9.6 It is further agreed that this agreement shall lapse and be of no further effect (but without affecting any liability for antecedent breaches) if:
- (a) the Permission expires without having been Commenced; or
 - (b) the Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner and/or the Applicant; or
 - (c) the Permission is quashed following a successful legal challenge.
- 9.7 No obligations, undertakings or liabilities under this agreement shall be enforceable against statutory undertakers, utility providers and public transport providers (save to the extent any such person carries out any part of the Development) who as part of their undertaking have any interest in the Site nor mortgagee or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.
- 9.8 No obligations, undertakings or liabilities under this agreement save for those set out in paragraphs 3.16 and 6.11 of Schedule 4 and paragraph 3.1(d) of Schedule 9 shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.
- 9.9 No obligations, undertakings or liabilities under this agreement save for those set out in paragraph 2.2 of Schedule 7, paragraph 3.1(e) of Schedule 9 and paragraph 4.1(c) of Schedule 14 shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Commercial Units comprising within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.
- 9.10 Nothing in this agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Permission) granted (whether or not on appeal) after the date of this agreement.

10. **Legal and Monitoring Costs**

- 10.1 The Owner and the Applicant hereby covenant with and undertake to the Council so as to bind all their interests in the Site that the Owner and the Applicant on the date hereof pay the Council's reasonable and proper costs legal and administrative costs in respect of drafting, negotiating and completion of this agreement;
- 10.2 The Owner and the Applicant hereby covenant with and undertake to the Council so as to bind all their interests in the Site to pay the Monitoring Fee on or before the Commencement Date.
- 10.3 The Developer covenants with the GLA:
- (a) to pay to the GLA on or before the date of this agreement the GLA's reasonable costs incurred in the preparation, negotiation and completion of this agreement; and

- (b) to pay the GLA's reasonable and proper costs in connection with any approvals, satisfaction, agreement, confirmation or consent sought from the GLA under this agreement, including considering any request under clause 14.6 to make a determination as to approval of details instead of the Council, as soon as reasonably practicable and in any event not later than 20 Working Days after receipt of an invoice from the GLA.

10.4 The Developer shall pay to TfL:

- (a) on or before the date of this agreement the TfL's reasonable costs incurred in the preparation, negotiation and completion of this agreement; and
- (b) within 10 Working Days of receipt of an invoice from TfL their reasonable costs in connection with TfL approvals and engagement in connection with the matters raised in this agreement including TfL's reasonable costs in connection with the preparation, negotiation and completion of the Cycle Hire Docking Station Lease.

11. **Variations**

11.1 Subject to clause 11.2, if a Section 73 Permission or a Section 96A Approval is granted references in this agreement to the Permission and the Development shall be deemed to include any such Section 73 Permission or Section 96A Approval and the development permitted under such Section 73 Permission or as amended by such Section 96A Approval

11.2 Clause 11.1 does not fetter the GLA's and the Council's determination of any application for a Section 73 Permission or Section 96A Approval including the GLA's and the Council's discretion to determine the appropriate planning obligations required in connection with such application which may include a requirement to modify the obligations in this agreement.

12. **Local land charge**

12.1 This agreement is a local land charge and the Council shall register it as such as soon as practicable after the completion of this agreement.

12.2 Following the performance and satisfaction of all the obligations contained in this agreement or in the event that this agreement lapses pursuant to clause 9.6 the Council agrees (subject to it first being paid a reasonable administration fee) it will upon written confirmation cancel all the entries made in the register of local land charges in respect of this agreement.

13. **No fetter on discretion**

Nothing contained or implied in this agreement shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA, TfL and the Council in the exercise of their functions in any capacity and all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this agreement and consequential and interim orders and relief) and the same may be fully and effectively exercised as if the GLA, TfL and the Council were not parties to this agreement.

14. Approvals

- 14.1 Subject to clause 13, where the approval, satisfaction, agreement, confirmation or consent of the GLA, TfL or the Council or any officer of the Council is required for any purpose under or in connection with the terms of this agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed and in any event shall be subject to the timescales set out in clause 14.3 below.
- 14.2 Where the approval, satisfaction, agreement, confirmation, determination or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this agreement, the GLA may notify the Developer (with a copy to the Council) at any time before such approval, satisfaction, agreement, confirmation, determination or consent is given by the Council that the Developer must also obtain the GLA's approval, satisfaction, agreement, confirmation, determination or consent and, following the service of such notice, the relevant approval, satisfaction, agreement, confirmation, determination or consent must be obtained from both the GLA and the Council.
- 14.3 Subject to clause 14.4, without affecting clause 14.8 and unless otherwise stated in this agreement, where the Developer submits details to the GLA, TfL and/or the Council pursuant to any obligation in this agreement, the GLA, TfL and the Council (as applicable) covenant with the Developer to issue a determination as to whether the details are approved not later than 20 Working Days after receiving the details SAVE THAT, where not later than 10 Working Days after receiving the details the GLA, TfL or the Council (as applicable) has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.
- 14.4 Where the GLA, TfL and/or the Council (as applicable) determines that external legal or other specialist advice is necessary to review and consider details submitted by the Developer, the time periods in clause 14.3 or 14.8 (as applicable) shall each be extended by 20 Working Days in respect of the submission of those details.
- 14.5 Where the GLA, TfL or the Council (as applicable) determines that any details submitted by the Developer are not approved, it shall provide reasons for such determination.
- 14.6 Where the Council fails to comply with the timescales in clause 14.3 or does not give reasons for refusing to approve any details or the Developer considers that any reasons given by the Council for refusal to approve any details are unreasonable, the Developer may request that the GLA makes the determination as to whether to give the approval instead.
- 14.7 The GLA, having first consulted with the Council and had due regard to the Council's representations, shall have absolute discretion in electing whether or not to accept a request under clause 14.6 to make a determination instead of the Council and shall notify the Developer and the Council of its election as soon as reasonably practicable.
- 14.8 If the GLA accepts a request under clause 14.6 to make a determination instead of the Council, subject to clause 14.4, the GLA shall issue a determination as to whether the details are approved not later than 20 Working Days after such acceptance SAVE THAT, where not later than 10 Working Days after such acceptance the GLA has requested additional information to determine its approval of the details, it shall issue its determination not later than 20 Working Days after receipt of the additional information.

- 14.9 The Developer may refer the approval of any details to an Expert for determination pursuant to (and subject to the provisions of) clause 20 if any of the following occur in respect of the submission of those details:
- (a) the GLA declines to accept a request under clause 14.6 to make a determination instead of the Council; or
 - (b) the GLA, having accepted a request under clause 14.6, fails to comply with the timescales in clause 14.8 or the Developer considers that any reasons given by the GLA for refusal to approve any details are unreasonable; or
 - (c) the GLA or TfL (as applicable) fails to comply with the timescales in clause 14.3 or the Developer considers that any reasons given by the GLA or TfL (as applicable) for refusal to approve any details are unreasonable save where TfL's decision relates to a matter which could affect or relates to the safety, operation and integrity of the TfL Assets and the safety of those using the TfL Assets where in such circumstances TfL's decision is to be final.
- 14.10 Where the approval, satisfaction, agreement, confirmation or consent of the Developer is required for any purpose under or in connection with the terms of this agreement such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.
- 14.11 Clauses 14.3 and 14.4 above shall not apply in respect of approval of any Highway Works Specification (as defined in Schedule 9) submitted pursuant to Schedule 9.

15. **Waiver**

No waiver (whether express or implied) by the GLA, TfL or the Council of any breach by the Owner and/or the Applicant, nor any waiver of any breach by their respective successors in title or assigns or any persons claiming through or under it an interest in the Site in performing or observing any of the obligations contained in this agreement shall constitute a continuing waiver and no such waiver shall prevent the GLA, TfL and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner and/or the Applicant, the Owner's and/or the Applicant's successors in title or assigns or any persons claiming through or under the Owner and/or the Applicant an interest in the Site.

16. **VAT**

- 16.1 All consideration given in accordance with the terms of this agreement shall be exclusive of any VAT properly payable in respect thereof.
- 16.2 The Owner and the Applicant hereby acknowledge and agree that if at any time VAT is required to be paid in respect of any of the financial contributions due under this agreement then to the extent that VAT had not been previously charged in respect of that contribution the GLA, TfL or the Council (as the case may be) shall have the right to issue a VAT invoice to the Owner and/or the Applicant and the VAT shall be paid accordingly.

17. **Interest**

- 17.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA, TfL and/or the Council, if any sum required to be paid by the Owner, the Applicant and/or the Developer under this agreement is paid late, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.

17.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA, TfL or the Council (as the case may be) recoverable by action and liable to interest thereon from the date due until the date of payment.

18. Indexation

18.1 The Financial Contributions and any other payments referred to in this agreement as being index linked in accordance with this clause shall be increased (but not decreased) by the percentage increase in the BCIS Index from the date of this agreement (using the BCIS Index figure last published at that date) until the date on which payment (or an instalment thereof as provided for in this agreement in which case unpaid instalments will continue to be index-linked) is made in full (using the BCIS Index figure last published at that date).

19. Third parties

Unless expressly stated in this agreement no third party or other person who is not a party to this agreement other than a successor in title or in the case of the GLA, TfL and the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

20. Dispute provisions

20.1 Subject to clause 20.13 below, in the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this agreement the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party in dispute within ten Working Days of a request from one party to convene the meeting.

20.2 If the relevant parties are unable to resolve the dispute amicably pursuant to clause 20.1 following the meeting (or, if sooner, the expiry of ten Working Days following the request for a meeting) pursuant to clause 20.1 such dispute or difference may be referred by any of the relevant parties to an Expert to be appointed by agreement between the relevant parties.

20.3 If an Expert is to be appointed and the parties to the dispute are unable to agree on the Expert to be appointed within 20 Working Days of the request for a meeting:

(a) any dispute of the type of Expert appropriate to resolve the dispute may be referred at the request of either party to the president or next most senior officer available of the Law Society who will have the power to determine the appropriate type of Expert and his nomination; and

(b) any dispute over the identity of the Expert is to be referred at the request of either party to the president or other most senior officer available of the organisation generally recognised as being responsible for the relevant type of Expert who will have the power to determine and nominate the appropriate Expert (and, if no such organisation exists, the Expert shall be nominated by the president or next most senior officer available of the Law Society).

20.4 If an Expert nominated or appointed pursuant to this clause 20 dies or declines to act another Expert may be appointed in their place in accordance with the provisions of clause 20.3.

20.5 The Expert will be appointed subject to an express requirement that they reach their decision and communicate it to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not

more than 20 Working Days after the conclusion of the final hearing or the date on which the Expert receives the final submission or supporting material.

- 20.6 Notice in writing of the appointment of an Expert pursuant to this clause 20 shall be given by the Expert to the relevant parties and the expert shall invite each of the relevant parties to submit to them within 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.
- 20.7 The Expert shall act as an expert and not as an arbitrator and shall consider any written representation submitted to them within the period specified in this clause 20 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with their own professional judgement.
- 20.8 The Expert shall give notice of their decision in writing and their decision will be final and binding on the parties hereto save in the case of fraud or manifest error.
- 20.9 If for any reason the Expert fails to make a decision and gives notice thereof in accordance with this clause 20 the party or parties may apply to the president of the Law Society for a substitute to be appointed in their place (which procedure may be repeated as many times as necessary).
- 20.10 The Expert's costs and the relevant parties' costs of engaging the Expert determination process shall be in the Expert's award or, in the event that the Expert makes no determination, the relevant parties shall bear their own costs and an equal share of the Expert's costs.
- 20.11 This clause 20 does not apply to any dispute in relation to matters of the law or the interpretation of this agreement which shall be subject to the jurisdiction of the courts.
- 20.12 Nothing in this clause 20 shall be taken to fetter the parties' ability to seek legal redress in the courts (or otherwise) for any breach of the obligations in this agreement.
- 20.13 The process and timings set out in this clause 20 shall not apply to matters arising from paragraph 5 of Schedule 4.
- 20.14 This clause 20 does not apply to any dispute in relation to a decision of TfL which relates to a matter which could affect or relates to the safety, operation and integrity of the TfL Assets and the safety of those using the TfL Assets where in such circumstances TfL's decision is to be final.

21. **Governing law and jurisdiction**

The construction validity and performance of this agreement shall be governed by English law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

22. **Counterparts**

This agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

23. **Delivery**

The provisions of this agreement (other than this clause which shall be of immediate effect) shall be of no effect until this agreement has been dated.

24. Notices

- 24.1 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this agreement shall be deemed to have been validly served if delivered in accordance with this clause 24.
- 24.2 Any notice, request, demand or other communication to be given under or in connection with this agreement shall be in writing (which for this purpose shall not include email) and should be addressed as provided in clause 24.4.
- 24.3 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this agreement (SAVE THAT such notice must be left at or sent to the address specified in clause 24.4) and any such notice shall be writing and shall refer to the name, date and parties to the agreement and shall cite the clause of the agreement to which it relates.
- 24.4 Subject to clause 24.5, the contact details for each party are:

(a) For the Owner:

Address: 167a East India Dock Road, London E14 0EA

Name:

Reference: Aberfeldy New Village Section 106

(b) For the Applicant:

Address: 25 Wilton Road, London, SW1V 1LW

Name:

Reference: Aberfeldy New Village Section 106

(c) For the Council:

Address: Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ

Name: Attention of the Section 106 Monitoring Officer

Reference:

(d) For the GLA:

Address: City Hall, Kamal Chunchie Way, London, E16 1ZE

Name: Head of Development Management

Reference: 2023/0300

(e) For TfL:

Address: Transport for London, Palestra House, 197 Blackfriars Rd, London SE1 8NJ (with a copy to be sent to spatialplanning@tfl.gov.uk)

Name: Head of Legal and Director of Spatial Planning

Reference:

(f) For the Mortgagee:

Address: 8th Floor, 100 Bishopsgate, London, EC2N 4AG

Name: N/A

Reference: Aberfeldy New Village Section 106

24.5 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

- (a) the date specified in the notification as the date on which the change is to take place; or
- (b) if no date is specified or the date specified is less than five Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after the notice is received or deemed to be received.

25. **Duty to act in good faith**

The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this agreement.

26. **Mortgagee consent**

26.1 The Mortgagee acknowledges and declares that this agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this agreement and that the security of its mortgage over the Site shall take effect subject to this agreement PROVIDED THAT the Mortgagee shall not otherwise have any liability under this agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

27. **Payment of financial contributions**

27.1 The Developer hereby covenants with and undertakes to the Council to:

- (a) complete and submit the Notification of Payment Form to the Council with each and every Financial Contribution payable under this agreement; and
- (b) pay the Financial Contributions to the Council in accordance with the details set out on the Notification of Payment Form.

IN WITNESS whereof this agreement has been executed as a deed and delivered on the date first above written.

Schedule 1

Draft permission

GREATER **LONDON** AUTHORITY
Good Growth

Holly Farrow
Director
DP9
100 Pall Mall
London
SW1Y 5NQ

GLA Reference : GLA/2023/0300/S3
LBTH Reference : PA/21/02377
Date : **TBC** 2024

Dear Ms Farrow,

Town & Country Planning Act 1990 (as amended); Planning (Listed Building and Conservation Areas) Act 1990; Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008 and Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS AND SECTION 106 AGREEMENT DATED **TBC March 2024**

The Deputy Mayor of London for Planning, Regeneration and Skills, acting as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above- mentioned application (which expression shall include the drawings and other documents submitted therewith):

The outline scheme comprises the demolition of all existing structures and redevelopment to include buildings up to 100 metres in height (illustratively 28 storeys) and up to 140,591 (GEA) of comprising a maximum of 134,276 square metres of residential uses; retail use, workspaces; car and cycle parking; a new pedestrian route through the repurposing of the Abbott Road vehicular underpass for pedestrians/cyclists; landscaping, open spaces, public realm, access, infrastructure and highways works.

The detailed scheme comprises the construction of buildings up to 11 storeys (plus ground) in height to provide 277 residential units, retail uses and a temporary marketing suite, access, car and cycle parking, landscaping, public realm, and improvements to Braithwaite Park and Leven Road Open Space.

This application is accompanied by an Environmental Impact Assessment.

At: Aberfeldy Estate: Land to the north of East India Dock Road (A13), east of the Blackwall Tunnel Northern Approach Road (A12) and to the south west of Abbot Road

Subject to the following planning conditions and informatives:

Compliance conditions

1. Three years deadline for commencement of development.

The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. Development in accordance with approved plans and documents

The development hereby permitted shall be carried out in accordance with the approved plans and documents listed in the Schedule to this planning permission.

Reason: For the avoidance of doubt and in the interests of proper planning.

3. Submission of Reserved Matters Applications

Prior to the commencement of development (excluding enabling works and demolition) in respect of each Development Phase, as shown on Plan 3663-LB-ZZ-00-DR-A-000011 details of the appearance, layout, scale, means of access and landscaping; (hereinafter called the "Reserved Matters") for each relevant Development Phase of the Outline Component as shown on Plan 3663-LB-ZZ-00-DR-A-000020 Rev 3 shall be submitted to and approved in writing by the Greater London Authority (hereinafter called "the GLA"), or the Local Planning Authority where this has been agreed in writing by the GLA.

The development within each Development Phase shall be carried out in accordance with the details approved.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990 (as amended) and the application is submitted in Outline only and the matters reserved are material to the acceptability of the Development, and to ensure compliance of the reserved matters with the Tower Hamlets Local Plan 2031 (2020) and London Plan (2021).

4. Timing of submission of Reserved Matters Applications

The first application for the approval of Reserved Matters shall have been submitted to the GLA (or the Local Planning Authority, where this has been agreed in writing by the GLA) no later than the expiry of three years from the date of this permission. Applications for the approval of all other Reserved Matters for each Development Phase of the Outline component shall have been submitted to the GLA (or the Local Planning Authority, where this has been agreed in writing by the GLA) no later than the expiration of ten years from the date of this permission.

Reason: To comply with Section 92 of the Town and Country Planning Act 1990 (as amended). A period of ten years is a reasonable time limited in the view of the extent and timescale of the proposal.

5. Two years deadline for Outline Phase commencement of development

The development hereby permitted for a Development Phase of the Outline component shall commence, in the case of each relevant Development Phase, no later than two years from the date of approval of the final Reserved Matters for the relevant Development Phase.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990 (as amended).

6. Quantum of development – Outline Component

The total quantum of built floorspace hereby approved for the Outline (Phases B, C and D) component of the development shall not exceed the Gross External Area (GEA) for the individual land uses comprising the following:

Class E (a) and (b) – 1,116 square metres

Class E (g) – 2,602 square metres;

Class C3 (Residential) – 134,276 square metres and up to a maximum of 1,288 residential units.

Class C3 (Podium Parking) – 2,597 square metres

Whereby, the following definitions of the use classes apply:

C3 Dwellinghouses

E(a) Display or retail sale of goods, other than hot food

E(b) Sale of food and drink for consumption (mostly) on the premises

E(g) Uses which can be carried out in a residential area without detriment to its amenity:

E(g)(i) Offices to carry out any operational or administrative functions,

E(g)(ii) Research and development of products or processes

E(g)(iii) Industrial processes

In the event of there being any discrepancy between the floorspace specified above and the documents submitted in support of the application, the floorspace figures above shall apply.

No permission is given for Class E (c), (d), (e) and (f) uses.

Reason: To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the development.

7. Quantum of development – Detailed Component

The total quantum of built floorspace hereby approved for the Detailed component (Phase A) as shown on Plan 3663-LB-ZZ-00-DR-A-000020 Rev 3 of the development shall not exceed the Gross External Area (GEA) for the individual land uses comprising the following:

Class E (a) and (b) – 1,324 square metres

Class C3 (Residential) – 30,239 square metres and 277 residential units

Temporary Marketing Suite Sui Generis/Class E (a) and (b) – 317 square metres

Whereby, the following definitions of the use classes apply:

C3 Dwellinghouses

E(a) Display or retail sale of goods, other than hot food

E(b) Sale of food and drink for consumption (mostly) on the premises

In the event of there being any discrepancy between the floorspace specified above and the documents submitted in support of the application, the floorspace figures above shall apply.

No permission is given for Class E (c), (d), (e), (f) and (g) uses.

Reason: To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the development.

8. Reserved Matters – Conformity statement

Each Reserved Matters application shall include a statement to demonstrate how the Reserved Matters have been prepared in accordance with the principles and parameter plans set out in the Parameter Plans and Design Code document or other such versions that are subsequently agreed in writing with the Local Planning Authority.

Reason: To ensure that the development is constructed in accordance with the principles and parameters established by this planning permission, the Design Guidelines on which the decision is based and to be consistent with the principles of good masterplanning and securing an exemplar development in accordance with Policies D3 and D4 of the London Plan (2021) and Policies S.DH1 and D.DH2 of the Tower Hamlets Local Plan 2031 (2020).

9. Outline Component – In accordance with Control Documents

The details in the Reserved Matters applications shall be in accordance with the following approved Control Documents:

Parameter Plans
Development Specification
Design Code

As listed below:

- 3663 - LB - ZZ - 00 - DR - A - 000020 Parameter Plan - Extent of Outline and Detailed Proposals Rev 3
- 3663 - LB - ZZ - 00 - DR - A - 000021 Parameter Plan - Building Plots Rev 3
- 3663 - LB - ZZ - 00 - DR - A - 000022 Parameter Plan - Proposed Site Levels - Lower Ground Floor Rev 3
- 3663 - LB - ZZ - B1 - DR - A - 000023 Parameter Plan - Proposed Site Levels - Basement Level Rev 3
- 3663 - LB - ZZ - 00 - DR - A - 000024 Parameter Plan - Principal Public Realm Areas Rev 3
- 3663 - LB - ZZ - 00 - DR - A - 000025 Parameter Plan - Access and Circulation Rev 3
- 3663 - LB - ZZ - B1 - DR - A - 000026 Parameter Plan - Land Use Basement Rev 3
- 3663 - LB - ZZ - 00 - DR - A - 000027 Parameter Plan - Land Use Lower Ground Floor Rev 3
- 3663 - LB - ZZ - UG - DR - A - 000028 Parameter Plan - Land Use Upper Ground Floor Rev 3
- 3663 - LB - ZZ - 01 - DR - A - 000029 Parameter Plan - Land Use First Floor Rev 3
- 3663 - LB - ZZ - ZZ - DR - A - 000030 Parameter Plan - Land Use Upper Floors Rev 3
- 3663 - LB - ZZ - ZZ - DR - A - 000031 Parameter Plan - Building Heights Rev 3
- 3663 - LB - ZZ - XX - DS - A - 000040 Parameter Sections - 01 Rev 3
- 3663 - LB - ZZ - XX - DS - A - 000041 Parameter Sections - 02 Rev 3
- Development Specification Revision I (November 2023) prepared by DP9
- Design Code Revision D (November 2023) prepared by Levitt Bernstein

And/or any other plans, drawings, documents, details, schemes, or strategies which are approved in writing by the Local Planning Authority after the date of this permission pursuant to these conditions.

Reason: For the avoidance of doubt and in the interests of proper planning.

10. Community Infrastructure Levy (CIL) Phasing

Prior to the commencement of any CIL Phase (chargeable development), a CIL Phasing Plan, showing the location and extent of that Phase, shall be submitted to and approved in writing by the Local Planning Authority.

Any variations to the CIL Phasing Plan thereafter shall be agreed in writing by the Local Planning Authority.

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

Reason: This planning permission is a phased planning permission for the purposes of the Community Infrastructure Levy Regulations 2010. The submission of a CIL Phasing Plan shall assist with the identification of each chargeable development (being the Phase) and the calculation of the amount of CIL payable in respect of each chargeable development in accordance with the Community Infrastructure Levy Regulations 2010 (as amended).

11. Environmental Statement mitigation measures

The Development hereby permitted (including all Reserved Matters applications and other matters submitted for approval pursuant to this permission) shall be carried out in accordance with the mitigation measures set out in the Environmental Statement, in so far as relevant to the approved Development, unless otherwise provided for in any of these Conditions or subject to any alternative mitigation measures as may be approved in writing by the Local Planning Authority, provided that such measures do not lead to there being any significant environmental effects other than those assessed in the Environmental Statement.

Reason: To ensure the mitigation measures specified in the Environmental Statement are satisfactorily implemented.

12. Section 61 (Restrictions on demolition and construction activities):

All demolition, building, engineering or other operations associated with the construction of the development (including arrival, departure and loading and unloading of construction vehicles) shall be carried out in accordance with the Tower Hamlets Code of Construction Practice.

a) No construction activities shall take place outside of the hours of 08:00 and 18:00 on Monday to Fridays or at all on Saturdays, Sundays and Public Holidays, unless allowed by a consent granted under Section 61 of the Control of Pollution Act 1974.

b) No high impact construction activities (piling, excavation and demolition) shall take place outside of the hours of 09:00 – 12:00 and 14:00 – 17:30 Mondays to Fridays or at all on Saturdays, Sundays, Bank Holidays and Public Holidays, unless allowed by a consent granted under Section 61 of the Control of Pollution Act 1974.

c) Ground-borne vibration shall not exceed 1.0mm/s Peak Particle Velocity (PPV) at residential and 3.0mm/s PPV at commercial properties neighbouring the site.

- d) Noise levels measured one metre from the façade of any occupied building neighbouring the site shall not exceed 70dB ($L_{Aeq,T}$) at any point 1m from the façade of residential and noise sensitive commercial properties Monday to Friday, reduced to 65dB ($L_{Aeq,T}$) at schools and hospitals and other noise sensitive premises.

*($L_{Aeq,T}$ where T = 10 hours Monday to Friday)

Reason: To safeguard the amenity of local residents and the area generally in accordance with Policy D.DH8 of the Tower Hamlets Local Plan 2031 (2020) and Policy D14 of the London Plan (2021).

13. Air quality

Any gas-fired boilers installed within the development shall not exceed the maximum emission standard of <40mgNOx/kWh. Any gas-fired CHP plant installed within the development shall not exceed the maximum emissions standards of:

- for spark ignition engine: <250mgNOx/Nm³
- for compression ignition engine: <400mgNOx/Nm³
- for gas turbine: <50mgNOx/Nm³

The plant and boilers shall be maintained so as not to exceed the relevant standards for the lifetime of the development.

Reason: To minimise the adverse air quality impacts of the development, in accordance with Policy SI 1 of the London Plan 2021 and Policy D.ES2 of the Tower Hamlets Local Plan 2031 (2020).

14. Air quality – restriction on occupation

All occupation of the proposed development shall be in line with the phasing plan assessed in the Environmental Statement – Phase A shall not be occupied until 2025 and Phase B shall not be occupied until 2028, with the exception of locations outlined below:

- Phase A - first floor locations as represented by receptor P21,
- Phase A ground floor locations as represented by receptor P21;
- Phase B - ground floor locations as represented by receptors P2, P9 and P10 and first floor receptors are represented by receptors P6 and P9.

The above locations are subject to additional requirements, and a statement setting out the measures adopted must be submitted to and approved in writing by the Local Planning Authority. Either:

1. The occupation of the specified locations shall be delayed as follows:
 - a) Phase A - first floor locations as represented by receptor P21 shall not be occupied until 2026,
 - b) Phase A - ground floor locations as represented by receptor P21 shall not be occupied until 2028,
 - c) Phase B - ground floor locations as represented by receptors P2, P9 and P10 and first floor receptors are represented by receptors P6 and P9 shall not be occupied until 2029.

Or

2. Occupation may be undertaken prior to these specified dates following demonstration by 6 months air quality monitoring that conditions at the above listed locations meet the air quality objective. This should be submitted to and approved in writing by the Local Planning Authority prior to occupation.

Or

3. Mechanical ventilation is installed, subject to the following conditions:
 - No superstructure works shall take place in a Development Phase until details of mechanical ventilation system for all residential buildings within the relevant Development Phase to protect the future residential occupiers of the development from external air pollution has been submitted to and approved in writing by the Local Planning Authority. Air intakes shall be located on upper floor levels (not on ground, first or second floors) or include NO_x, PM_{2.5}, PM₁₀ filters, unless otherwise demonstrated by means of monitoring that such locations are acceptable and that filtration may not be required.
 - The system shall be designed to minimise energy usage, minimise disturbance to occupiers, be sufficient to prevent summer overheating and include robust maintenance arrangements.
 - None of the residential units shall be occupied within the relevant Development Phase until the mechanical ventilation system has been implemented in accordance with the approved details. The system shall be retained and maintained in accordance with the approved details for the lifetime of the development.

Reason: To ensure acceptable air quality at residential locations in accordance with policy SI 1 of the London Plan (2021), Paragraph 191 of the National Planning Policy Framework (2023) and Policy D.ES2 of Tower Hamlets Local Plan 2031 (2020).

15. Height limitation on buildings and structures

No building or structure, (including cranes) of the development hereby permitted shall exceed 150 metres Above Ordnance Datum (AOD).

Reason: To ensure compliance of Policy T8 of the London Plan (2021) as development exceeding this height would penetrate the Obstacle Limitation Surface (OLS) and Instrument Flight Procedures (IFPs) surrounding London City Airport and endanger aircraft movements and the safe operation of the aerodrome.

16. London City Airport - cranes

No cranes or scaffolding shall be erected in, or in relation to, any Development Phase of the site unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes for the relevant Development Phase has been submitted to and approved in writing by the Local Planning Authority, the Local Planning Authority having consulted London City Airport.

Reason: To ensure aircraft movements round London City Airport are not endangered, to ensure the safe operation of the aerodrome, and to safeguard London City Airport's Flight Operations in accordance with Policy T8 of the London Plan (2021).

17. At least 40% of units within Neighbourhood Centre to be Class E(a)

A minimum of 40% of the total ground floor, non-residential within the ground floor of Blocks H1, H2 and H3 with Plot H (Phase A), located on Aberfeldy Street between Dee Street and

Blair Street, shall be provided within Use Class E(a) (Display or retail sale of goods, other than hot food), unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the vitality, viability, attractiveness and the core function of the Neighbourhood Centre is maintained and reinforced in accordance with Policy D.TC2 of the Tower Hamlets Local Plan 2031 (2020) and Policy SD8 of the London Plan.

18. Permitted Development Restriction on erection of fences and painting of external brickwork and masonry

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that order with or without modification), the following shall not take place in respect of houses contained within Plot J (Phase A) and Plot B4 (Phase B) of the development following their practical completion:

- a) The erection of fences, barriers, gates, bollards, or other means of enclosure, however temporary unless otherwise agreed in writing with the Local Planning Authority.
- b) The painting of external facing brickwork or masonry.

Reason: To control future development in the interest of the character, permeability, usability, appearance and quality of the public realm and to safeguard the high-quality appearance of the development in accordance with Policies S.DH1 and D.DH2 of the Tower Hamlets Local Plan 2031 (2020).

19. No plant on roof

No plant, water tanks, water tank enclosures, air conditioning units or other structures that are not shown on the approved plans shall be erected upon the roofs of the buildings hereby permitted unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance in accordance with Policy S.DH1 of the Tower Hamlets Local Plan 2031 (2020).

20. No pipes on building face

No plumbing, pipes, soil stacks, flues, vent grilles, security alarms or ductwork shall be fixed on the external faces of the building unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance in accordance with Policy S.DH1 of the Tower Hamlets Local Plan 2031 (2020) and Policy D4 of the London Plan.

21. Shopfront frontage

For the lifetime of the development, the external glazed surface areas to the ground floor frontages of the development, including any shop fronts, shall be maintained wholly transparent, shall not be mirrored, painted or otherwise obscured by blanket window transfers placed on the glazing.

Reason: To ensure a satisfactory external appearance, to prevent harm to the street scene and public realm and ensure active frontages to all street frontages and natural surveillance of the

streets in accordance with Policies S.DH1, D.DH2 and D.DH9 of the Tower Hamlets Local Plan 2031 (2020).

22. No roller shutters

No roller shutters shall be installed on any shopfront, commercial entrance or display façade hereby approved.

Reason: To ensure a satisfactory external appearance, to prevent harm to the street scene and public realm and ensure active frontages to all street frontages and natural surveillance of the streets in accordance with Policies S.DH1, D.DH2 and D.DH9 of the Tower Hamlets Local Plan 2031 (2020).

23. Tree protection

Prior to the commencement of any Development Phase (including demolition and all preparatory work), a scheme for the protection of the retained trees in that Development Phase, in accordance with BS 5837:2012, including a tree protection plan(s) (TPP) and an arboricultural method statement (AMS) shall be submitted to and approved in writing by the Local Planning Authority, in consultation with Transport for London. Specific issues to be dealt with in the TPP and AMS to the extent that is relevant:

- a. Location and installation of services/ utilities/ drainage.
- b. Methods of demolition within the root protection area (RPA as defined in BS 5837: 2012) of the retained trees.
- c. Details of construction within the RPA or that may impact on the retained trees.
- d. a full specification for the installation of boundary treatment works.
- e. a full specification for the construction of any roads, parking areas and driveways, including details of the no-dig specification and extent of the areas of the roads, parking areas and driveways to be constructed using a no-dig specification. Details shall include relevant sections through them.
- f. Detailed levels and cross-sections to show that the raised levels of surfacing, where the installation of no-dig surfacing within Root Protection Areas is proposed, demonstrating that they can be accommodated where they meet with any adjacent building damp proof courses.
- g. A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing.
- h. a specification for scaffolding and ground protection within tree protection zones.
- i. Tree protection during construction indicated on a TPP and construction and construction activities clearly identified as prohibited in this area.
- j. details of site access, temporary parking, on site welfare facilities, loading, unloading and storage of equipment, materials, fuels and waste as well concrete mixing and use of fires
- k. Boundary treatments within the RPA
- l. Methodology and detailed assessment of root pruning
- m. Reporting of inspection and supervision
- n. Methods to improve the rooting environment for retained and proposed trees and landscaping

The development thereafter shall be implemented in strict accordance with the approved details.

Reason: Required prior to commencement of development to satisfy the Local Planning Authority that the trees to be retained will not be damaged during demolition or construction and to protect and enhance the appearance and character of the site and locality, and to ensure compliance with Policy D.DH6 of the Tower Hamlets Local Plan 2031 (2020), Policy G7

of the London Plan (2021) and Section 197 of the Town and Country Planning Act 1990 (as amended). The imposition of this prior to commencement planning condition is considered necessary to prevent commencement of works until the requirements have been met because the timing of compliance is fundamental to the decision to grant planning permission.

24. Inclusive access

- a) 10% of the total residential units, shall comply with the Building Regulations 2010 (as amended) optional requirement M4(3)(2)(a) 'wheelchair adaptable'.
- b) All 'wheelchair user dwellings' (the M4(3) standard) in the Affordable Rent/Tower Hamlets Living Rent/Social Rent tenure shall comply with Building Regulations 2010 (as amended) optional requirement M4(3)(2)(b) 'wheelchair accessible'.
- c) All of the other residential units shall be constructed and fitted out to comply with the Building Regulations 2010 (as amended) optional requirement M4(2) 'accessible and adaptable' and shall not thereafter be occupied other than in accordance therewith.
- d) No residential unit identified in (b) above shall be fitted out, have internal partitions erected or be subject to any construction works other than shell and core works until floor layouts at a scale of no less than 1:50 and full details of fixtures and fittings including ceiling hoists and any other reasonable adaptations to make the units suitable for occupation by a wheelchair user have been submitted to and approved in writing by the Local Planning Authority and shall not thereafter be occupied other than in accordance with such approval.
- e) The Local Planning Authority shall be notified in writing at least 9 months prior to Practical Completion of the residential units identified in (b) above.
- f) Any lifts shown on the approved drawings for all of the Blocks shall be installed and in an operational condition prior to the first occupation of the relevant residential access cores. The lifts shall be retained and maintained in an operational condition for the lifetime of the development.

Reason: To ensure adequate provision of accessible and adaptable dwellings & wheelchair accessible and wheelchair adaptable dwellings and that adequate step-free access is provided in accordance with Policy D7 of the London Plan (2021) and Policies S.DH1 and D.H3 of the Tower Hamlets Local Plan 2031 (2020).

25. Wheelchair unit marketing

At least 9 months prior to completion of the first wheelchair housing unit within a Development Phase, a Wheelchair Accessible or Easily Adaptable Units Marketing Strategy for the relevant Development Phase shall be submitted to and approved in writing by the Local Planning Authority. The Wheelchair Accessible or Easily Adaptable Units Marketing Strategy shall include a commitment to notify the London Borough of Tower Hamlets Housing Department of the availability of all wheelchair accessible/adaptable units, and set out how the marketing for each wheelchair accessible/adaptable unit will be targeted to households which include wheelchair users, for a minimum of 6 months prior to completion of the unit.

Reason: To ensure effective marketing of wheelchair user dwellings, in accordance with Policy D7 of the London Plan (2021) and Policies S.DH1 and D.H3 of the Tower Hamlets Local Plan 2031 (2020).

26. Fire Strategy – detailed component

The Detailed component (Development Phase A) shall be implemented in accordance with the approved and permanently retained thereafter unless otherwise agreed in writing by the Local Planning Authority.

Notwithstanding the fire strategies submitted with the application titled Fire Statement: Detailed Proposals Stage 2 Fire Strategy dated October 2021 prepared by Elementa Fire Statement (Rev 6) dated November 2023 as prepared by Introba Consulting Limited, a full Fire Strategy for Phase A of the development hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The Fire Strategy shall demonstrate full compliance with London Plan (2021) Policies D5 and D12 shall be prepared by a suitably qualified assessor and shall detail how the proposed development would function in terms of:

- The building's construction: methods, products and materials used, including manufacturers' details;
- Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lift, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these;
- Means of escape for all building users including suitably designed stair cores, escape for building users who are disabled or require level access together with the associated evacuation strategy approach;
- Features which reduce the risk to life including fire alarm systems, passive and active fire safety measures and associated management and maintenance plans;
- How provision will be made within the site to enable fire appliances to gain access to the building;
- ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The Fire Strategy shall be implemented in accordance with the approved details prior to the occupation of the development and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policies D5 and D12 of the London Plan (2021).

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policy D12 of the London Plan (2021).

27. Noise from plant

Any mechanical plant and equipment within the development shall be designed and maintained for the lifetime of the development so that the rating level of noise does not exceed the typical measured background noise level (LA90, T) without the plant in operation as measured one metre from the nearest affected window of a habitable room in the nearest affected residential property. The rating level of the plant noise and the background noise level shall be determined using the methods from the version of BS 4142 current at the time of the granting planning. Vibration from the plant hereby approved (when assessed as per advice of the version of BS 6472 current at the time granting of the planning permission) in the centre of any habitable room shall cause vibration no higher than the values equivalent to "low probability of adverse comment" in accordance with BS6472 'Evaluation of Human Exposure to Vibration in Buildings';

No mechanical plant or equipment shall be operated within a Development Phase within the site until a post installation verification report, including acoustic test results for each relevant Phase of the development, has first been submitted to and approved in writing by the Local

Planning Authority confirming that the above maximum noise standard has been achieved and that the mitigation measures are robust.

Reason: To ensure that the development does not result in noise disturbance to neighbouring residents in accordance with Policy D14 of the London Plan (2021) and policies D.DH8 and D.ES9 of the Tower Hamlets Local Plan 2031 (2020).

28. Opening hours restriction

Any Class E(b) Food and Drink uses hereby permitted shall be closed for business and not be open to customers and members of the public outside of the hours of 07:00am – 23:00pm Mondays to Saturdays and 08:00am – 22:00pm on Sundays and Bank Holidays.

Reason: To safeguard the amenity of nearby residents and the area generally, in accordance with policies D.DH8 and D.ES9 of the Tower Hamlets Local Plan 2031 (2020).

29. Energy and sustainability Standards – Phase A

The Detailed component of the development (Phase A) shall be carried out in accordance with the approved Energy Strategy (Meinhardt dated 21 October 2022 Issue P4 and Sustainability Statement (by Greengage dated October 2022)). The energy efficiency and sustainability measures set out therein shall be completed prior to the first occupation of the final building plot within Phase A of the development and retained for its lifetime.

The Detailed (Phase A) component of the development shall achieve regulated carbon dioxide emission savings of no less than 47.1% against the Target Emissions Rate of Part L of Building Regulations (2013).

The photovoltaic array system for the Detailed component (Phase A) shall be installed prior to the first occupation of the relevant building plot to which the photovoltaic panels are to be located, have an output of no less than 8,760kWh (Blocks F, H1, H2 and H3), 2,160kWh (Block I) and 14,250kWh (Block J) and be retained for the lifetime of the development.

Any non-residential units under 500 square metres (GIA) shall achieve compliance with at least the 'Very Good' BREEAM standard. Any non-residential units over 500 square metres (GIA) shall achieve compliance with at least the 'Excellent' BREEAM standard. Within 6 months of first occupation of the final commercial unit within each Development Phase, the applicant shall submit the final BREEAM certificates to demonstrate the scheme has achieved either a BREEAM Very Good or Excellent rating which shall be certified by the awarding body.

The heat and hot water supply system shall be designed and constructed so as to enable a future connection of the supply system to a district heating network. Prior to their first occupation, Blocks F and H1/H2 and H3 shall connect to the existing district heating network located within Phase 3a of the wider Aberfeldy Estate development approved under planning permission PA/15/00002.

All of the approved residential units shall be constructed and fitted out to comply with the Building Regulations 2010 (as amended) optional requirement G2(36)(2)(b) *'110 litres water consumption per person per day' (including a 5 litre per person per day allowance for external water use.*

The development shall not be occupied until a post completion verification report for the Detailed component (Phase A) of the development has first been submitted to and approved in writing by the Local Planning Authority to confirm that the above minimum standards have

been achieved and that all of the approved energy efficiency and sustainability measures have been implemented.

Reason: To ensure a reduction of carbon dioxide emissions and the highest levels of sustainable design and construction in accordance with Policies SI2, SI3 and SI4 of the London Plan (2021) and policy D.ES7 of the Tower Hamlets Local Plan 2031 (2020).

30. Smart meters

No building constructed as part of the development shall be occupied until smart meters have been installed in that building (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas/heat and water consumption which shall, as a minimum, be designed to inform the occupants and owners of that building of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction in accordance with Policy SI 2 of the London Plan (2021) and policy D.ES7 of the Tower Hamlets Local Plan 2031 (2020).

31. Timing of vegetation clearance (breeding birds)

All removal of trees, hedgerows, shrubs, scrub or tall herbaceous vegetation in any Development Phase shall be undertaken between September and February inclusive. If this is not possible then a suitably qualified ecologist shall carry out any inspection of the areas concerned immediately prior to the clearance works (no more than 48 hours prior) to ensure that no nesting or nest-building birds are present. If any nesting birds are present, then the vegetation around the nest shall not be removed until an ecologist confirms that the birds have finished nesting. If no nesting birds are found, there is no need to report the survey findings to the Council before clearance of vegetation. However, a report of the ecology inspection including details of measures taken to ensure no nesting birds were harmed shall be submitted to the Local Planning Authority within two weeks of any such inspection.

Any trees in Jolly's Green with bat potential will be soft felled between September/October or March/April.

Reason: To ensure compliance with Policy D.ES3 of Tower Hamlets Local Plan 2031 (2020) and to prevent any potential breach of the Wildlife and Countryside Act 1981 (as amended).

32. Unexploded ordnance risk assessment

The recommended mitigation measures contained within the Unexploded Ordnance (UXO) Risk Assessment (February 2021) shall be implemented in accordance with the approved details.

Reason: To ensure the risk of UXO material is avoided and minimised.

Pre-commencement

33. Noise insulation verification report for new residential units

None of the approved residential units within a Development Phase shall be occupied unless they have first been constructed to ensure that they are adequately protected against external transportation noise sources and external noise without specific character likely to enhance its impact such as tones, impulsive elements or dominant low frequency content, and that:

- a. The dwellings are laid out on the site, orientated, designed and constructed in line with the principles of “good acoustic design” from the ProPG: Planning & Noise – New Residential Development.
- b. The construction accords with BS8233 ‘*Sound Insulation and Noise Reduction for Buildings*’ when overheating mitigation is utilised i.e. when windows are open without the 5 decibel relaxation of those guidelines;
- c. Internal ambient noise levels in habitable rooms except bedrooms do not exceed 35dB Laeq, 16 hour, between the hours 07:00 – 23:00 and within bedrooms do not exceed both 30 dB Laeq, 8 hour and Lmax 45 dB more than 10 times between the hours 23:00 – 07:00.
- d. Ground and structure-borne noise does not exceed Lmax 35 dB;

Exposure to vibration is no higher than of the values equivalent to “low probability of adverse comment” in accordance with BS6472 ‘*Evaluation of Human Exposure to Vibration in Buildings*’;

- e. At any junction between adjoining residential and non-residential uses, the internal noise insulation level is designed to take account of the noise levels generated in the noise source so that in habitable rooms the typical worst case (i.e. 90th percentile Laeq, 15 min level of intruding noise) is at least 10 dBA below the equivalent prevailing Laeq, 15 min in the receptor.
- f. It has regard to non-transportation noise sources and noise with specific character likely to enhance its impact; such as tones, impulsive elements or dominant low frequency content. The above noise level criteria shall apply minus an appropriate correction to take account of the enhanced impact. For example, where the noise has tonal or impulsive elements the corrections for such features from the reference methods described in BS 4142, and where low frequency content is dominant a fixed correction of -5 dB. Where the noise contains more than 1 characteristic likely to enhance its impact the corrections shall be added linearly.
- g. None of the residential units shall be occupied until a post completion verification report, including acoustic test results for each Development Phase, has first been submitted to and approved in writing by the Local Planning Authority confirming that the above minimum standards have been achieved.

Reason: To protect the amenity of the future occupiers from undue noise and vibration disturbance in accordance with the requirements of Policies D14 of the London Plan (2021), D.DH8 and D.ES9 of the Tower Hamlets Local Plan 2031 (2020).

34. Written scheme of Investigation

No demolition shall take place within any Development Phase until a written scheme of investigation (WSI) for a programme of stage 1 archaeological evaluation trenching informed by the results of agreed geoarchaeological borehole modelling, in relation to the relevant Development Phase has been submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the

agreed works. If heritage assets of archaeological interest are identified by the above work, then for those parts of the site which have archaeological interest a stage 2 WSI for the relevant Development Phase shall be submitted to and approved by the Local Planning Authority in writing. For land that is included within the stage 2 WSI, no development, except demolition to ground level, shall take place in that phase of development other than in accordance with the agreed stage 2 WSI for the relevant Development Phase, which shall include:

- A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
- B. Where appropriate, details of a programme for delivering related positive public benefits
- C. The programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. This part of the condition for any phase of development shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI for that phase of development.

Reason: The Local Planning Authority wishes to secure physical preservation of the site's archaeological interest in accordance with the NPPF and Policy HC1 of the London Plan (2021) and Policy S.DH3 of the Tower Hamlets Local Plan 2031 (2020).

35. Foundation design

No development shall take place within any Development Phase, other than works of demolition or enabling works, until details of the foundation design and construction method to protect archaeological remains in the relevant Development Phase have been submitted and approved in writing by the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: The Local Planning Authority wishes to secure physical preservation of the site's archaeological interest in accordance with the NPPF and Policy HC1 of the London Plan (2021) and Policy S.DH3 of the Tower Hamlets Local Plan 2031 (2020).

36. Piling

No piling shall take place within any Development Phase until a piling method statement (detailing the depth, location and type of piling to be undertaken (Continuous Flight Auger) and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) and foundation works risk assessment for the relevant Development Phase has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water. The development within each relevant Development Phase shall not be carried out other than in accordance with the approved details for that Development Phase.

Reason: In order to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and Policy D.ES6 of the Tower Hamlets Local Plan 2031 (2020).

37. No Aerials on Roof

Prior to the commencement of any above ground works in any Development Phase, other than works of demolition or enabling works, hereby permitted, details of any aerials and satellite dishes for the relevant Development Phase shall be submitted and approved in writing by the Local Planning Authority. Notwithstanding the provisions of the Town and Country Planning

(General Permitted Development (England) Order 2015 (or any Order revoking or re-enacting that principal Order with or without modification), no additional aerials, antennae, satellite dishes or related telecommunications equipment shall be erected on any part of the development hereby permitted, without planning permission first being obtained.

Reason: To ensure that the visual impact of telecommunications equipment upon the surrounding area can be considered, in accordance with Policy S.DH1 of the Tower Hamlets Local Plan 2031 (2020).

38. Air quality – Construction plant and machinery (NRMM)

Prior to the commencement of development of each Development Phase, details of all plant and machinery to be used at the demolition and construction phases of each relevant Development Phase shall be submitted to, and approved in writing by, the Local Planning Authority. The Non-Road Mobile Machinery (NRMM) used during the demolition and construction phases must be carried out in accordance with the approved details.

a. Evidence is required to meet Stage IIIA of EU Directive 97/68/ EC for both Nox and PM. All NRMM and plant to be used on the site of net power between 37kW and 560 kW has been registered at <http://nrmm.london/>. Proof of registration must be submitted to the Local Planning Authority prior to the commencement of any works on site.

b. An inventory of all NRMM must be kept on site during the course of the demolitions, site preparation and construction phases. All machinery should be regularly serviced, and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required until development completion.

Reason: To protect local air quality and comply with Policy SI 1 of the London Plan (2021) and the GLA NRMM Low Emission Zone Policy and Policy D.ES2 of the Tower Hamlets Local Plan 2031 (2020).

39. Contaminated land

No works (save for demolition works, site preparation, erection of fencing, laying of or provision of any services, laying of temporary surfaces and erection of temporary site buildings for construction purposes) shall take place in any Development Phase until a remediation scheme to deal with the potential ground contamination and ground gas of the site for each relevant Development Phase has been submitted to and approved in writing by the local planning authority. The scheme shall include:

i) A preliminary risk assessment which identifies:

- All previous uses;
- Potential contaminants associated with those uses;
- A conceptual model of the site indicating sources, pathways and receptors; and
- Potentially unacceptable risks arising from contamination at the Site.

ii) A site investigation scheme, based on (i.) to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off site;

iii) The results of the site investigation and detailed risk assessment referred to in (ii.) and based on these, an options appraisal and remediation strategy giving full details of the remediation and mitigation measures required and how they are to be undertaken;

iv) A verification plan setting out the details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (iii) are complete to a satisfactory standard; and

v) A monitoring and maintenance plan, setting out provisions for long-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The contamination remediation works shall be carried out in accordance with the approved details and completed prior to the first occupation of the relevant Development Phase of the development. The provisions of the monitoring and maintenance plan shall be in force from the first occupation of the relevant Development Phase of the development and retained for its lifetime.

If during the works any additional contamination is encountered, all works in the relevant part of the site shall cease immediately and not resume until either:

i) The potential contamination has been assessed and a remediation scheme has been submitted to and approved in writing by the Local Planning Authority.

or

ii) Timescales for submission of a remediation scheme and details of works which may be carried out in the interim have been agreed in writing by the Local Planning Authority.

Any additional land contamination shall be fully remedied prior to the first occupation of the development within the relevant Development Phase.

The development shall not be occupied until a post completion verification report for each relevant Development Phase, including results of sampling and monitoring carried out, has first been submitted to and approved in writing by the local planning authority demonstrating that the site remediation criteria have been met.

Reason: To ensure that contaminated land is properly treated and made safe and to safeguard the health and safety of the future occupants in accordance with Policy D.DES8 of the Tower Hamlets Local Plan 2031 (2020) and Policy SD1 of the London Plan (2021).

40. Zero-carbon futureproofing

Prior to commencement of development (above ground), other than works of demolition, within each Development Phase, a Zero Carbon Futureproofing statement for the relevant Development Phase shall be submitted to and approved in writing by the Local Planning Authority, setting out:

- How proposals for energy demand and carbon dioxide emissions post-construction will be monitored annually (for at least five years);
- How the site has been futureproofed to allow zero-carbon on-site emissions to be achieved by 2050 including an assessment of the potential to incorporate the enabling of new technologies such as hydrogen fuel cell technology;

The measures agreed shall be implemented and maintained for the lifetime of the development.

Reason: In order to demonstrate how the development would be futureproofed to achieve zero-carbon-on-site emissions by 2050 in accordance with Policy D.ES7 of the Tower Hamlets Local Plan 2031 (2020) and Policy SI2 of the London Plan (2021).

41. Protected species licence prior to demolition of Jura House

Prior to the commencement of demolition of Jura House, a report shall be submitted to and approved by the Local Planning Authority, confirming that a protected species licence has been obtained, and providing details of the mitigation strategy agreed with Natural England. The proposals in the mitigation strategy will subsequently be implemented in full in accordance with details approved.

Reason: To ensure compliance with Policy D.ES3 of the Tower Hamlets Local Plan 2031 (2020) and Policy G6 of the London Plan, and to ensure no bats are harmed in breach of the Habitats Regulations and the Wildlife & Countryside Act 1981 (as amended).

42. Basement impact assessment

Prior to the commencement of any basement works (excluding remediation works) within each Development Phase, a Basement Impact Assessment for that Development Phase shall be submitted to and approved in writing by the Local Planning Authority.

The development within each relevant Development Phase shall not be carried out other than in accordance with the approved details for that Development Phase.

Reason: To address the effects of the proposed basement construction on groundwater flow and contaminant migrants in line with Policies D.ES4 and D.ES6 of the Tower Hamlets Local Plan 2031 (2020) and Policy D10 of the London Plan.

43. Code of Construction Practice

No development shall take place, including any works of demolition, until the Council's Code of Construction Practice Checklist (CoCP Checklist) has been completed, signed by the applicant and approved in writing by the Council, alongside all of the supporting documents, including:

- Construction Management Plan including Construction Traffic Management Plan
- Site Environmental Management Plan
 - Part A: Noise & Vibration Management Plan
 - Part B: Dust and Air Quality Management Plan
 - Part C: Site Waste Management Plan
- Application for consent under Section 61 of the Control of Pollution Act 1974

The development must then be carried out in accordance with the approved CoCP Checklist, documents and plans unless otherwise agreed in writing by the local planning authority.

You **must** read the INFORMATIVE explaining the process required to be undertaken for Major and Strategic developments to attain discharge of Condition relative to the Code of Construction Practice Checklist (CMP/SEMP approval).

Reason: In the interests of highway and pedestrian safety and to preserve the amenity of the area in accordance with the requirements of policies D14, S11 and T7 of the London Plan (2021), and D.SG4, D.DH8, D.ES2, D.ES9, STR1, D.TR2 and D.TR4 of the Tower Hamlets Local Plan 2031 (2020).

Pre-superstructure works

44. Materials

No superstructure works shall take place within a Development Phase until samples and full particulars of all external facing materials to be used in the construction of each building within the relevant Development Phase of the development have been submitted to and approved in writing by the Local Planning Authority.

Details submitted pursuant to this condition shall include but are not restricted to:

- a. Mock-up panels of no less than one metre by one metre of each external cladding material.

Details of external cladding, where relevant, shall include all types of brick or other cladding material to be used, details of bond, mortar and pointing for brick and details of joints, panel sizes and fixing method for other types of cladding.

If an off-site manufactured cladding system is to be used, the full details of the system shall be provided and the mock-up panel shall include at least one junction between pre-assembled panels.

- b. Samples and drawings of fenestration.

Details of fenestration, where relevant, shall include reveals, sills and lintels. Drawings shall be at a scale of no less than 1:20.

- c. Drawings and details of entrances.

Details of entrances, where relevant, shall include doors, reveals, canopies, signage, entry control, post boxes, CCTV, lighting and soffit finishes. Drawings shall be at a scale of no less than 1:20.

- d. Drawings and details of shopfronts.

Details of shopfronts, where relevant, shall include doors, glazing, reveals, stallrisers, pilasters, fascias, awnings and signage zones or indicative signage. Drawings shall be at a scale of no less than 1:20.

- e. Details and samples of roofing.

- f. Details of any balconies, terraces or wintergardens and associated balustrades, soffits and drainage.

- g. Details of any external rainwater goods, flues, grilles, louvres and vents.

- h. Details of any external plant, plant enclosures and safety balustrades.

- i. A Green Procurement Plan for sourcing the proposed materials.

The Green Procurement Plan shall demonstrate how the procurement of materials for the development will promote sustainability, including through the use of low impact, sustainably-sourced, reused and recycled materials and the reuse of demolition waste, and include the measures as set out in the Environmental Statement. Recycled content within the Proposed Development materials shall be at least 20% by weight.

The development shall not be carried out other than in accordance with the approved details.

Reason: To ensure a satisfactory external appearance of the development and that high quality materials and finishes are used, in accordance with Policies D3, D4 and D9 of the London Plan (2021) and Policies S.DH1 and D.SG4 of the Tower Hamlets Local Plan 2031 (2020).

45. Landscaping

No superstructure works shall take place in any Development Phase until a landscaping scheme for the relevant Development Phase has been submitted to and approved in writing by the Local Planning Authority.

The landscaping scheme shall demonstrate that the scheme achieves the target urban Greening Factor score for the site of a minimum of 0.4 and include details of:

- a. hard landscaping including ground surfaces, kerbs and planter enclosures;
- b. soft landscaping including number, size, species and location of plants;
- c. provisions for communal gardening;
- d. on-going five-year maintenance and watering provisions for soft landscaping;
- e. lighting including light spill drawings and proposed Lux levels;
- f. biodiversity features;
- g. sustainable urban drainage features;
- h. drain covers, manholes and covers for access to drainage and utilities;
- i. play equipment and playable landscape features
- j. railings, walls and other means of enclosure;
- k. bollards, gates and other access control measures;
- l. furniture including benches and litter bins;
- m. CCTV and other security measures;
- n. ground levels, gradients, thresholds and inclusive access provisions;
- o. external cycle parking stands;
- p. wind mitigation measures;
- q. public art; and
- r. signage and wayfinding measures including Legible London signage.

The landscaping scheme for each Development Phase shall be completed in accordance with the approved details no later than during the first planting season following practical completion of the development within that Development Phase and retained for the lifetime of the development.

Any trees or shrubs which die, are removed or become seriously damaged or diseased within five years from the completion of the landscaping works shall be replaced in the next planting season with the same species or an approved alternative as agreed in writing by the Local Planning Authority.

In the event that the landscaping scheme results in changes to the wind mitigation measures identified in the Environmental Statement, any new mitigation measures shall be wind tunnel tested and the results of the assessment shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To; ensure a high quality of the public realm, including through providing appropriate permeability, legibility, wayfinding, microclimate and public art; ensure residential amenity; ensure that the development creates a safe and secure environment; ensure provision of biodiversity improvements; ensure that the development provides inclusive access; minimise adverse heritage impacts and provide heritage benefits; ensure adequate provision, location and design of visitor cycle parking spaces, in accordance with Policies G5 and G8 of the London Plan (2021) and Policies S.DH1, D.DH2, S.DH3, D.DH3, D.ES3, and D.TR3 of the Tower Hamlets Local Plan 2031 (2020).

46. Plant – full details

Prior to the commencement of superstructure works in any Development Phase, full details of internal and external plant equipment and trunking, including any CHP equipment, building services plant, ventilation and filtration equipment and any commercial kitchen exhaust ducting/ventilation for that relevant Development Phase, shall have been submitted to and approved in writing by the Local Planning Authority.

The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be maintained in accordance with the manufacturers' instructions.

Reason: To ensure appropriate appearance and that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally in accordance with Policy D14 of the London Plan (2021) and Policies D.DH8 and D.ES9 of the Tower Hamlets Local Plan 2031 (2020).

47. Water efficiency

Prior to commencement of superstructure works in each Development Phase, a copy of the water efficiency calculator for new dwellings from Building Regulations Approved Document Part G shall be submitted to the Local Planning Authority for each dwelling type within the relevant Development Phase with a unique sanitary ware and water-consuming appliances specification. This shall demonstrate that each dwelling will achieve water use of not more than 110 litres per person per day (including a 5 litre per person per day allowance for external water use) in line with the optional requirements of Approved Document G.

The calculator tools shall be accompanied by specification documents demonstrating the water consuming fittings and fixtures which have been specified within the dwellings in order to achieve the calculated water use.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the additional demand, in accordance with Policy D.ES6 of the Tower Hamlets Local Plan 2031 (2020) and Policy SI 5 of the London Plan (2021).

48. Biodiversity mitigation and enhancements

Prior to completion of superstructure works within each Development Phase, full details of biodiversity mitigation and enhancements shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate a biodiversity net gain of a minimum of 30.47%, and the biodiversity mitigation and enhancements shall include, but not be limited to, the following:

- biodiverse roofs designed in accordance with '*Creating Green Roofs for Invertebrates*' best practice guide by Buglife – details provided should include the location and total area of biodiverse roofs, substrate depth and type, planting including any vegetated mat or blanket (though sedum mats should be avoided if possible) and any additional habitats to be provided such as piles of stones or logs;
- landscaping to include a good diversity of nectar-rich plants to provide food for bumblebees and other pollinators for as much of the year as possible – details should include species list and planting plans;
- wildflower meadows – details to include location and area of each meadow; the method of creating the meadow, species list and proposed maintenance regime;
- mixed native hedges – details to include location and length of each hedge, planting mix and proposed maintenance;
- ornamental landscaping to include a good diversity of nectar-rich plants to provide food for bees and other pollinators for as much of the year as possible – details should include species should include number, locations and types of boxes/features;
- climate resilient plant species;

- communal roof gardens, biodiverse roofs, green walls and ground planting to include new trees;
- tree planting to include a high proportion and diversity of native species – details to include species, numbers and locations of native trees;
- new woodland planting in Jolly’s Green consisting of mostly native tree species – details should include planting plans for canopy, shrub layer and ground flora;
- climbing plants, including ivy, honeysuckle and jasmine, on appropriate walls to provide a further source of nectar and cover for nesting birds such as house sparrows – details to include species and locations of climbers; – details to include species and locations of climbers;
- bat boxes, insect boxes and nest boxes for appropriate bird species including house sparrow, swift and black redstart– details should include number, locations and type of boxes;
- removal of invasive species on the Application Site; and
- details of maintenance provisions for all the above.

The biodiversity improvement measures shall be completed in accordance with the approved details prior to the first occupation of the relevant Development Phase and retained and maintained in accordance with the approved maintenance provisions for the lifetime of the development.

Reason: To manage impacts on biodiversity and to ensure an overall improvement to biodiversity in line with the Local Biodiversity Action Plan and in accordance with Policy G6 of the London Plan and Policy D.ES3 of the Tower Hamlets Local Plan 2031 (2020).

49. Sleeping accommodation

All sleeping accommodation shall be set above the design breach tidal flood level. A covenant should be placed on the ground floors to avoid sleeping use in future.

Reason: To protect the future residents of the potential effects of flooding, and to ensure compliance with Policy D.ES4 of the Tower Hamlets Local Plan 2031 (2020) and Policy SI 12 of the London Plan (2021).

50. Sustainable Urban Drainage Scheme (SUDS)

Prior to the commencement of any superstructure works, a Sustainable Urban Drainage Scheme for the Development Phase, based on sustainable drainage principles, an assessment of the hydrological and hydro geological context of the development, and an assessment towards the SuDs hierarchy shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall also demonstrate and include (but not limited to):

- a) An updated flood risk assessment in line with national and local policy requirements, together with a Flood Warning Evacuation Plan;
- b) The peak discharge rates for all storm events (1in1, 1in30, 1in100, 1in100+40%), together with any associated control structures and their position on site and must provide safe management of critical storm water with storage up to the 1:100 year plus 40%;
- c) An assessment towards the Suds hierarchy and how each approach could be included within the site including above ground green SUDS, the use of rainwater and greywater harvesting technologies for internal and external use;
- d) Details of agreed adoption, monitoring and continued maintenance of drainage and suds features post development;

- e) Floor levels are to be raised above the 2100 flooding peak and a minimum of 0.15 metres above adjacent ground levels.
- f) Provision of flood resilience and resistance measures for areas below the breach flood level; and
- g) Discharge from the site is to be no greater than green-field run-off rates.

The approved SuDs scheme shall be completed prior to the first occupation of the relevant Development Phase and thereafter maintained in operational condition for the lifetime of the development.

Reason: To minimise the risk of flooding, to protect water quality and in the interest of sustainability accordance with Policies D.ES5 of the Tower Hamlets Local Plan 2031 (2020) and Policy SI 12 of the London Plan (2021).

51. Secured by Design

No superstructure works shall take place in any Development Phase until design details of security (Secured by Design) measures for the relevant Development Phase have been submitted to and approved in writing by the Local Planning Authority.

Full details and relevant certificates detailing implementation of security (i.e. Certificate of Compliance to a Secured by Design scheme where they exist) measures in line with (a), shall be submitted to and approved in writing by the Local Planning Authority prior to the first occupation of the relevant Development Phase.

The security measures and features approved shall be implemented in accordance with the approved details, completed prior to the first occupation of the relevant Development Phase and retained for the lifetime of the development.

Reason: To provide a safer environment for future residents and visitors to the site and reduce the fear of crime, and to ensure that Secured by Design principles are implemented into the development in accordance with Policy D.DH2 of the Tower Hamlets Local Plan 2031 (2020) and Policy D3 of the London Plan.

52. Overheating strategy

Prior to commencement of superstructure works within each outline Development Phase, an overheating strategy for the relevant outline Development Phase shall be submitted to and approved in writing by the Local Planning Authority, in consultation with the GLA. The approved strategy shall be implemented prior to first occupation of the relevant Development Phase and maintained on site. The strategy shall include details of the following for each of the buildings:

- a) Passive measures included in the design and provided by the developer to mitigate against overheating including, but not limited to, floor to ceiling heights of at least 2500mm in living areas in accordance with London Housing Design Guide, internal blinds in bedrooms, glazing g-value of 0.65 or below, and openable windows (with appropriate provision for security on lower floors).
- b) Details of measures that would be installed to prevent overheating in common areas with communal heating pipework in line with objective 3.9 of CIBSE CP1.
- c) Details of any management strategies required to control overheating and information that will be supplied to occupants to support the strategy.
- d) Dynamic modelling, in line with CIBSE TM59, shall be carried out to demonstrate that the measures installed are appropriate to control overheating without the need for mechanical cooling.

Reason: To ensure that suitable living conditions are achieved within the development and that the buildings do not overheat, in accordance with Policy SI4 of the London Plan (2021) and Policy D.ES10 of the Tower Hamlets Local Plan 2031 (2020).

53. Phase A – car parking and parking management plan

No superstructure works shall commence in Phase A until details of the following have been submitted to and approved in writing by the Local Planning Authority:

- a) Details of the total number of car parking spaces to be provided within Phase A including detailed designs for their layout and location. Details should include on-street car parking spaces allocated for residents eligible for the Tower Hamlets Permit Transfer Scheme.
- b) Notwithstanding spaces allocated to residents on the Tower Hamlets Permit Transfer Scheme, detailed designs for the layout of and access to disabled persons car parking spaces, to ensure that for 3% of dwellings within Phase A, at least one designated disabled persons parking bay per dwelling is available from the outset; The spaces shall be laid out and made available for use prior to the first occupation of Phase A and thereafter be retained.
- c) A Car Parking Management Plan to ensure that spaces are only granted to Blue Badge holders and with an equitable portion available to occupants of affordable rent units. The development shall be carried out in accordance with the approved Management Plan.

The development hereby permitted shall be implemented prior to the first occupation of Phase A in accordance with the details approved.

Reason: To promote sustainable transport by reducing the need for car travel and to ensure the provision of adequate inclusive parking facilities in accordance with Policy T6 of the London Plan (2021) and Policy D.TR3 of the Tower Hamlets Local Plan 2031 (2020).

54. Phase A – Details of cycle parking and cycle parking management plan

- a) Prior to superstructure works in Development Phase A, details shall be submitted to demonstrate that a London Plan (2021) policy compliant level of cycle parking is provided (unless otherwise agreed in writing), including detailed drawings, access and shower / changing facilities for non-residential uses.
- b) Prior to the first occupation of Development Phase A hereby approved, a Cycle Parking Management Plan (CPMP) for Phase A shall be submitted to and approved in writing by the Local Planning Authority. The CPMP should include details of the allocation of cycle spaces between the market and affordable housing units (where relevant) and other land uses; details on how these cycle spaces and access to cycle stores will be managed and enforced; details of the design and materials of cycle stands/storage; details of shower, changing area and locker facilities provision and, details of CCTV and lighting for the cycle storage area. The approved allocations and details are to be completed prior to the occupation of the residential blocks and/or other uses within that part of the relevant Development Phase and shall be permanently retained thereafter.
- c) A minimum of 5% of long stay cycle spaces and their accesses within each Development Phase are to be designed to be large enough to accommodate adapted cycles, cargo and other types of larger cycles in accordance with the London Cycling Design Standards.
- d) No building plot or commercial uses within Phase A shall be occupied until the relevant amount of cycle parking spaces for the relevant building plot or commercial use have been installed and ready for use in accordance with the approved details and the approved CPMP has been implemented in full. Such spaces shall be retained thereafter for this use only by

occupiers and visitors to this part of the development only and solely in accordance with the approved CPMP.

Reason: In order to encourage the use of cycling as a sustainable mode of transport in accordance with Policy S.TR1 of the Tower Hamlets Local Plan 2031 (2020) and Policy T5 of the London Plan (2021).

55. Temporary children's play area – Phase A

Prior to superstructure works in Development Phase A, full details of the temporary dedicated children's play area proposed for Phase A shall be submitted to and approved in writing by the Local Planning Authority.

The development shall be implemented in accordance with the details approved and maintained until at least ten square metres (10 sq.m.) of children's play per child (based on the London Borough of Tower Hamlets Play Space Calculator) has been permanently provided in Development Phase A upon first occupation of the final building to be occupied within Phase A.

Reason: To ensure that the development provides sufficient children's play space for the development in accordance with Policy D.H3 of the Tower Hamlets Local Plan and Policy S4 of the London Plan (2021).

56. Fire evacuation lift

Prior to commencement of each building (other than demolition, site clearance and ground works), details shall be submitted to and approved in writing by the Local Planning Authority demonstrating that a minimum of at least one lift per core (or more subject to capacity assessments), where a lift is provided, will be a suitably sized fire evacuation lift suitable to be used to evacuate people who require level access from the building.

The development shall be carried out in accordance with these details and maintained as such in perpetuity.

Reason: In the interests of fire safety and accessible design in accordance with Policy D5 of the London Plan (2021).

Pre-occupation

57. Scheme of permanent heritage interpretation, landscaping and display

No Development Phase shall be occupied until a scheme of permanent heritage interpretation, landscaping and display at the site for that Development Phase has been agreed, in accordance with a research, materials, design and long-term maintenance proposal and the results of the recommended historic and archaeological research and investigation. The proposal for the work is to be approved in advance in writing by the Local Planning Authority). The scheme shall be displayed in the public realm of the site and should be integrated uniformly with the site's other public realm, design and landscape proposals. The scheme shall be implemented in accordance with the approved details prior to first occupation of the Development Phase and shall be maintained thereafter,

Reason: The Local Planning Authority wishes to secure physical preservation of the site's archaeological interest in accordance with the NPPF and Policy HC1 of the London Plan (2021) and Policy S.DH3 of the Tower Hamlets Local Plan 2031 (2020).

58. Inclusive communal amenity and play spaces

Prior to the completion of superstructure works in any Development Phase, an Inclusive Communal Amenity and Play Spaces Access Management Plan regarding access for disabled users, and ensuring social cohesiveness and access of communal amenity and play areas for all residential occupants shall be submitted to and approved in writing by the Local Planning Authority.

The communal amenity and play spaces shall be completed prior to occupation of residential units they are to serve. The communal amenity and play spaces shall be operated in accordance with the Inclusive Communal Amenity and Play Spaces Access Management Plan as approved and thereafter be permanently retained in this form.

Reason: To ensure that the proposal provides an inclusive and accessible environment in accordance with Policies S4, and D3 of the London Plan (2021) and S.H1, S.DH1 and D.H3 of the Tower Hamlets Local Plan 2031 (2020).

59. Shopfronts – details of frontages

No ground floor frontages to commercial units shall be erected within any Development Phase until details of the frontages in the relevant Development Phase of the development have been submitted to and approved in writing by the Local Planning Authority.

Details shall include all materials and finishes annotated on drawings at a scale of no less than 1:20 and show the frontage on plan, elevation and section drawings.

Details, where relevant, shall include doors, glazing, reveals, stallrisers, pilasters, corbels, fascias, awnings, internal security shutters and indicative signage.

The development shall not be carried out other than in accordance with the approved details. Ground floor frontages to commercial units shall be completed prior to first occupation.

Reason: To ensure a satisfactory external appearance of the commercial frontage, that high quality materials and finishes are used and that the character and appearance of the area are maintained in accordance with Policies D3, D4, D8 of the London Plan (2021), and S.DH1 and D.DH2 of the Tower Hamlets Local Plan 2031 (2020).

60. Car parking – whole scheme

a) The development hereby approved shall provide no more than a maximum of 134 car parking spaces in total comprising of Permit Parking Spaces, Blue Badge Parking Spaces and Car Club Spaces.

b) A minimum of 20% of the total number of parking spaces across the development shall be fitted with electric vehicle charging points with 80% of the total number of parking spaces fitted with passive provision.

c) Prior to the occupation of any Development Phase that includes car parking, details of the electric vehicle charging points and passive provision for that Development Phase shall be submitted to and approved in writing by the Local Planning Authority.

d) The scheme shall be implemented in accordance with the approved details, prior to the occupation of that Development Phase, and shall be permanently retained thereafter and used for no other purpose.

e) Any car club parking spaces approved as part of this development shall have electric vehicle charging points only.

Reason: To encourage the use of electric cars as a sustainable mode of transport in accordance with Policy D.TR3 of the Tower Hamlets Local Plan 2031 (2020) and Policy T6 of the London Plan (2021).

61. Delivery and servicing plan

Prior to first occupation of each Development Phase, a Deliveries and Servicing Plan for the relevant Development Phase shall be submitted to and approved in writing by the Local Planning Authority.

The deliveries and servicing of the approved uses shall not take place otherwise than in accordance with the Deliveries and Servicing Plan thus approved.

Reason: To ensure to ensure that the development does not adversely impact on the safety or capacity of the road network in accordance with Policies D.DH8, S.TR1, D.TR2 and D.TR4 of the Tower Hamlets Local Plan 2031 (2020) and Policy T4 of the London Plan (2021).

62. Site waste management plan – operational

No Development Phase shall be occupied until a Site Waste Management Plan for the operational phase of each relevant Development Phase has been submitted to and approved in writing by the Local Planning Authority. This Plan shall include details to demonstrate compliance with the following guidelines:

- Internal waste storage is to be provided for each residential unit;
- Bin stores are to be built in accordance with relevant standards;
- Measurement of bins are to be provided in cubic meters to demonstrate there is sufficient space in bin stores;
- Sufficient door sizes with catches or stays are to be provided;
- The facilities are appropriately ventilated.
- A suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- Gates/doors feature with galvanised metal frames/hinges and locks.
- Sufficient capacity is provided to service the relevant building/use.
- Maintenance facilities are provided, including a wash-down tap and floor drain.
- All bin stores are free from any steps;
- Bins are built in accordance with relevant standards;
- Bulky waste storage must be in its own separate storage unit away from other waste streams;
- Information of dropped kerbs is to be provided and within ten metres of trolleying distance from bin stores;
- Waste carrying distance for residents should be a maximum of thirty metres to the bin store, unless robust justification for alternative distances is provided alongside appropriate mitigation
- Managing agent shall present all waste streams including bulky waste where these are not within ten metres trolleying distance for the waste collection operatives including all waste stored at all other levels except ground level, and;
- Details of how the waste collections vehicle will service this proposal, including all loading and unloading areas, must be provided.

The provisions for waste storage shown on the approved plans shall be maintained for the lifetime of the development. The waste storage and waste collection facilities shown on approved drawings shall be provided prior to the first occupation of the relevant Development

Phase and be maintained in an operational condition and made available to the occupiers of the relevant Development Phase for the lifetime of the development.

Reason: To ensure adequate provision for the storage of refuse in accordance with Policy D.MW3 of the Tower Hamlets Local Plan 2031 (2020); and to ensure adequate delivery and servicing arrangements and to minimise the development's impacts on the safety and capacity of the road network, in accordance with Policies D.DH8, S.TR1, D.TR2 and D.TR4 of the Tower Hamlets Local Plan 2031 (2020).

63. Whole life-cycle carbon

Prior to the first occupation of each building within each Development Phase, the post-construction tab of the Greater London Authority's (GLA) whole life carbon assessment template should be completed accurately and in its entirety in line with the GLA's Whole Life Carbon Assessment Guidance. The post-construction assessment should provide an update of the information submitted at planning submission stage, including the whole life carbon emission figures for all life-cycle modules based on the actual materials, products and systems used. This should be submitted to the GLA at: ZeroCarbonPlanning@london.gov.uk, along with any supporting evidence as per the guidance. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the Local Planning Authority, prior to occupation of the last building within each Development Phase.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI 2 of the London Plan (2021).

64. Access for St Nicholas Church

Prior to the first occupation of Block F within Development Phase A, a strategy demonstrating that vehicular and pedestrian access arrangements for St Nicholas Church and its associated use shall be maintained has submitted to and approved in writing by the local planning authority, in consultation with St Nicholas Church. The development shall be implemented in accordance with the details approved and thereafter maintained throughout the lifetime of the development.

Reason: To maintain access for St Nicholas Church and ensure that the proposed development does not compromise the local highway network in accordance with Policy D.TR2 of the Tower Hamlets Local Plan 2031 (2020).

Details to accompany Reserved Matters submissions

65. Details of car parking and car parking management plan

Each Reserved Matters application comprising residential uses shall include:

- a) Details of the number of car parking spaces within the relevant Development Phase to which the Reserved Matters application(s) relate including detailed designs for their layout and location. Details should include on-street car parking spaces allocated for residents eligible for the Tower Hamlets Permit Transfer Scheme.
- b) Notwithstanding spaces allocated to residents on the Tower Hamlets Permit Transfer Scheme, detailed designs for the layout of and access to disabled persons car parking spaces, to ensure that for 3% of dwellings within the relevant Development Phase, at least one designated disabled persons parking bay per dwelling is available from the outset ; The spaces shall be laid out and made available for use prior to the occupation of the relevant Development Phase and thereafter be retained.

c) A Car Parking Management Plan to ensure that spaces are only granted to Blue Badge holders and with an equitable portion available to occupants of affordable rent units. The development shall be carried out in accordance with the approved Management Plan.

The development hereby permitted shall be implemented prior to the first occupation of each relevant Development Phase in accordance with the details approved.

Reason: To ensure sufficient accessible car parking spaces are provided to serve the development in accordance with Policy D.TR3 of the Tower Hamlets Local Plan 2031 (2020) and Policy T4 of the London Plan (2021).

66. Details of cycle parking and cycle parking management plan

Each Reserved Matters application shall include sufficient detail to demonstrate that a London Plan (2021) policy compliant level of cycle parking is provided (unless otherwise agreed in writing), including detailed drawings, access and shower / changing facilities for non-residential uses has been provided for the relevant Development Phase.

a) Prior to the first occupation of each Development Phase hereby approved, a Cycle Parking Management Plan (CPMP) for that Development Phase shall be submitted to and approved in writing by the Local Planning Authority. The CPMP should include details of the allocation of cycle spaces between the market and affordable housing units (where relevant) and other land uses; details on how these cycle spaces and access to cycle stores will be managed and enforced; details of the design and materials of cycle stands/storage; details of shower, changing area and locker facilities provision and, details of CCTV and lighting for the cycle storage area. The approved allocations and details are to be completed prior to the occupation of the residential blocks and/or other uses within that part of the relevant Development Phase and shall be permanently retained thereafter.

b) A minimum of 5% of long stay cycle spaces and their accesses within each Development Phase are to be designed to be large enough to accommodate adapted cycles, cargo and other types of larger cycles in accordance with the London Cycling Design Standards.

c) No building plot or commercial uses within each Development Phase shall be occupied until the relevant amount of cycle parking spaces for the relevant building plot and the commercial uses within the relevant Development Phase have been installed and ready for use in accordance with the approved details and the approved CPMP has been implemented in full. Such spaces shall be retained thereafter for this use only by occupiers and visitors to this part of the development only and solely in accordance with the approved CPMP.

Reason: In order to encourage the use of cycling as a sustainable mode of transport in accordance with Policy S.TR1 of the Tower Hamlets Local Plan 2031 (2020) and Policy T5 of the London Plan (2021).

67. Energy strategy

Each application for Reserved Matters shall be accompanied by an updated Energy Strategy demonstrating how the relevant Reserved Matters application and the relevant Development Phase will conform with the approved Site Wide Energy Assessment: Aberfeldy Village Masterplan Energy Assessment Report Issue P8 (6 November 2023) prepared by Meinhardt and shall include but not be limited to the following:

Full details of Air Source Heat Pump proposals including:

- a) An estimate of the heating and/or cooling energy (MWh/annum) the heat pumps would provide to the development and the percentage of contribution to the site's heat loads.
- b) Details of the Seasonal Coefficient of Performance (SCOP) and/or Seasonal Energy Efficiency ratio (SEER) and how these have been calculated.
- c) A Dynamic Overheating Analysis to assess the overheating risk for the residential and non-domestic elements, undertaken in line with the relevant Chartered Institution of Building Engineers (CIBSE) guidance together with details of all proposed measures for minimising overheating and meeting the development's cooling needs.
- d) Details confirming that the development has been designed to allow future connection to a District Heating Network.
- e) Demonstrate that a minimum 15% non-domestic Be Lean reduction in regulated CO2 emissions is achieved compared to a 2021 Building Regulations compliant development and detailed modelling outputs (DER/TER worksheets) should be submitted.
- f) Demonstrate that a minimum 10% domestic Be Lean reduction in regulated CO2 emissions is achieved compared to a 2021 Building Regulations compliant development and detailed modelling outputs (BRUKL worksheets) should be submitted.
- g) Details of the on-site reduction in carbon emissions, and any tonnage to be off-set via financial contributions.

The relevant Development Phase shall be implemented in accordance with the details approved unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a reduction of carbon dioxide emissions and the highest levels of sustainable design and construction in accordance with Policies SI2, SI3 and SI4 of the London Plan (2021) and Policy D.ES7 of the Tower Hamlets Local Plan 2031 (2020).

68. Photovoltaic (PV) Panels

Each application for Reserved Matters shall be accompanied by detailed roof layout(s) for buildings within the relevant Development Phase demonstrating that the roofs potential for photovoltaic installation has been maximised and clearly outlining any constraints to the provision of further photovoltaic installation. The relevant Development Phase shall be implemented in accordance with the details approved and thereafter retained unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure a reduction of carbon dioxide emissions and the highest levels of sustainable design and construction in accordance with Policy SI2 of the London Plan (2021) and Policy D.ES7 of the Tower Hamlets Local Plan 2031 (2020).

69. Children's play space A

Each application for Reserved Matters shall demonstrate that it provides ten square metres (10sq.m.) of play space per child for the relevant Reserved Matters application. The application shall be implemented in accordance with the details approved prior to the occupation of the first building to be occupied approved under the relevant Reserved Matters application and thereafter maintained throughout the lifetime of the development unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the development is implemented in accordance with the approved Environmental Statement and that the development provides sufficient children's play space for the development in accordance with Policy D.H3 of the Tower Hamlets Local Plan and Policy S4 of the London Plan (2021).

70. Wind microclimate assessment and mitigation

Each application for Reserved Matters consent must be accompanied by a wind microclimate assessment supported by Wind Tunnel Testing and shall include details of any wind mitigation needed to serve the development. The details shall have regard to Chapter 13 of the approved Environmental Statement and the Environmental Statement: Statement of Conformity (October 2022).

The approved details and mitigation measures identified shall be implemented prior to the occupation of the relevant Development Phase and shall be maintained at all times thereafter.

Reason: To ensure the microclimate in and around the site is acceptable and results in an acceptable pedestrian environment in accordance with Policy S.DH1 of the Tower Hamlets Local Plan 2031 (2020) and Policies D8 and D9 of the London Plan (2021).

71. Daylight, sunlight and overshadowing

Each application for Reserved Matters consent must be accompanied by a daylight, sunlight and overshadowing assessment which assesses the proposed residential units and amenity spaces within the development, as well as the impact on surrounding properties and amenity spaces. The relevant Development Phase shall be implemented in accordance with the approved details.

Reason: To ensure that the scheme minimises the impact of the development on future and neighbouring occupiers and amenity spaces in relation to daylight, sunlight and overshadowing in accordance with policies D.DH8 and S.DH1 of the Tower Hamlets Local Plan 2031 (2020) and Policies D8 and D9 of the London Plan (2021).

72. Light pollution study

Each application for Reserved Matters that includes non-residential uses must be accompanied by a Light Pollution Study. The relevant Development Phase shall be carried out in accordance with the approved details.

Reason: To ensure that the non-residential uses minimise the impact from artificial light sources to sensitive residential receptors in accordance with Policies D.DH8 and S.DH1 of the Tower Hamlets Local Plan and Policies D8 and D9 of the London Plan (2021).

73. Solar glare study

Each application for Reserved Matters must be accompanied by a Solar Glare Study. The relevant Development Phase shall be carried out in accordance with the approved details, prior to the occupation of the relevant Development Phase, and maintained for the lifetime of the development.

Reason: To ensure that the development minimises impact from solar glare in accordance with Policies D.DH8 and S.DH1 of the Tower Hamlets Local Plan and Policies D8 and D9 of the London Plan (2021).

74. Communal amenity space

Each application for Reserved Matters shall demonstrate that it provides the minimum quantum of communal amenity space required for the quantum of residential units proposed in the relevant Reserved Matters application and the relevant Development Phase. Each Reserved Matters application will provide a minimum of 50 square metres for the first ten units plus a further one square metre for every additional unit thereafter in the relevant Reserved Matters application.

The scheme shall be provided in accordance with the approved details prior to the occupation of the proposed development and maintained for the lifetime of the development.

Reason: To ensure that the development provides sufficient communal amenity space to serve the residents of the development in accordance with Policy D.H3 of the Tower Hamlets Local Plan and Policy S4 of the London Plan (2021).

75. Wintergardens

Each Reserved Matters application incorporating buildings with residential facades along the A12 shall demonstrate that wintergardens are incorporated to residential facades facing the A12 in general accordance with drawing number 3663-LB-ZZ-01-SK-A-SK00188 Rev 2. The scheme shall be provided in accordance with the approved details prior to the occupation of the relevant Development Phase of the proposed development and maintained for the lifetime of the development.

Reason: To minimise the adverse air quality and noise impacts of the development, in accordance with Policies D14 and SI 1 of the London Plan (2021) and Policies D.ES2, D.DH8 and D.ES9 of the Tower Hamlets Local Plan 2031 (2020).

76. Fire strategy – Outline component

Notwithstanding the fire strategy submitted with the application titled Fire Statement (Rev 6) dated November 2023 as prepared by Introba Consulting Limited, each application for Reserved Matters within a Development Phase shall be accompanied by a full Fire Strategy for the relevant Development Phase/building of the development and shall demonstrate full compliance with London Plan (2021) Policies D5 and D12. The Fire Strategy shall be prepared by a suitably qualified assessor and shall detail how the proposed development would function in terms of:

- The building's construction: methods, products and materials used, including manufacturers' details;
- Access for fire service personnel and equipment: how this will be achieved in an evacuation situation, water supplies, provision and positioning of equipment, firefighting lift, stairs and lobbies, any fire suppression and smoke ventilation systems proposed, and the ongoing maintenance and monitoring of these;
- Means of escape for all building users including suitably designed stair cores, escape for building users who are disabled or require level access together with the associated evacuation strategy approach;
- Features which reduce the risk to life including fire alarm systems, passive and active fire safety measures and associated management and maintenance plans;
- How provision will be made within the site to enable fire appliances to gain access to the building;
- ensuring that any potential future modifications to the building will take into account and not compromise the base build fire safety/protection measures.

The Fire Strategy shall be implemented in accordance with the approved details prior to the occupation of the development and permanently retained thereafter.

Reason: In the interests of fire safety and to ensure the safety of all building users, in accordance with Policies D5 and D12 of the London Plan (2021).

77. Circular economy statement

Each application for Reserved Matters shall be accompanied by a detailed Circular Economy Statement and Operational Waste Management Strategy in line with the GLA's Circular Economy Statement Guidance, which shall be submitted to and approved in writing by the Local Planning Authority. The statement shall adhere to the principles set out in the draft Circular Economy Statement.

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

Reason: In the interests of sustainable waste management, in order to maximise the re-use of materials and to ensure compliance with Policy SI7 and D3(d)(13) of the London Plan (2021), and S.MW1(8) of the Tower Hamlets Local Plan 2031 (2020).

Other Conditions

78. Public realm / estate management

Prior to the first use of the highway and public realm as consented by this permission, an Estate Management Framework, which shall be prepared in consultation with the Local Planning Authority and may include the establishment of an Estate Management Body for adopting, managing, cleansing, maintaining, repairing and/or renewing area of public realm and highways as permitted, shall have been submitted to and approved in writing by the Local Planning Authority.

The area of public realm and highways shall be adopted, managed, cleansed, maintained, repaired and/or renewed in accordance with the approved Estate Management Framework for the lifetime of the development, unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the future management maintenance repair and upkeep of highway and public realm is delivered to an appropriately high standard of safety and quality across the whole of the Development and protect the amenities of the area, in accordance with policy D.TR2 of the Tower Hamlets Local Plan 2031 (2020), Policy T4 of the London Plan (2021) and paragraph 111 of the NPPF (2023).

79. Abbott Road Underpass and Phase B Reserved Matters

The Reserved Matters application for Development Phase B as consented by this permission must include a detailed design for the Abbott Road underpass conversion.

The submission must include:

- Detailed drawings of the Underpass at 1:500 scale at size A3; a Mayor's Design Advocate review;
- a Section 17 report under the Crime and Disorder Act 1998; and

- a letter or Secured by Design (SBD) certification from Metropolitan Police Designing Out Crime Office stating that appropriate SBD measures of compliance have been met.

The development thereafter shall be implemented in strict accordance with the approved details.

Reason: To ensure that the detailed design development of blocks adjacent to the underpass and its approaches do not impact on the design of the underpass and its approaches and structures, and to provide a safer environment for future residents and visitors to the site and reduce the fear of crime, in accordance with Policy D.TR2 of the Tower Hamlets Local Plan 2031 (2020), Policy D.DH2 of the Tower Hamlets Local Plan 2031 (2020), Policy T4 of the London Plan (2021), Policy D11 of the London Plan (2021) and paragraph 111 of the NPPF (2023).

80. A12 bus gate works, A12 underpass works, Abbott Road highway design and highways

Notwithstanding the submitted Design Code Revision D (November 2023) and 3663 - LB - ZZ - 00 - DR - A - 000025 Parameter Plan - Access and Circulation Rev 3, revised details of the A12 bus gate works, A12 underpass works, Abbott Road highway design and Dee Street and Blaire Street highways to be served by bus shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be implemented in accordance with the details so approved.

The carriageway design details shall include and not be limited to 1:500 drawings of the following:

- Abbott Road carriageway running lane widths of a minimum of 6.5 metres;
- Location of bus stops and bus stands and highway design informed by swept path analysis;
- Location of on-street parking and servicing bays;
- Levels of carriageway and traffic calming measures; and
- Road markings.

Reason: In the interests of highway and pedestrian safety and the safe and efficient operation of the highway network in accordance with Policy T4 of the London Plan (2021) and Policy S.TR1 of the Local Plan (2020).

81. Water network upgrade / development and Infrastructure Phasing Plan

There shall be no occupation beyond the 99th dwelling until confirmation has been provided that either:- all water network upgrades required to accommodate the additional demand to serve the development have been completed; or - a development and infrastructure phasing plan has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water to allow development to be occupied. Where a development and infrastructure phasing plan is agreed no occupation shall take place other than in accordance with the agreed development and infrastructure phasing plan.

Reason: The development may lead to no / low water pressure and network reinforcement works are anticipated to be necessary to ensure that sufficient capacity is made available to accommodate additional demand anticipated from the new development.

82. No construction within five metres of the water main

Prior to the commencement of development within five metres of the water main detailed information detailing how the developer intends to prevent the potential for damage to subsurface potable water infrastructure, must be submitted to and approved in writing by the local planning authority in consultation with Thames Water.

Any construction must be undertaken in accordance with the terms of the approved information. Unrestricted access must be available at all times for the maintenance and repair of the asset during and after the construction works.

Reason: The proposed works will be in close proximity to underground strategic water main, utility infrastructure. The works has the potential to impact on local underground water utility infrastructure.

83. No hot food preparation

No hot food preparation shall take place within any of the non-residential uses hereby permitted until all relevant kitchen and hot food preparation areas have first been provided with air extraction and filtration systems designed in accordance with details which have been submitted to and approved in writing by the Local Planning Authority.

The details shall include extraction hoods, internal fans, flexile couplings, three-stage filtration (grease filters, pre-filters and activated carbon filters), height of extract duct discharge and anti-vibration mounting.

The air extraction system shall be retained and maintained for the lifetime of the use in accordance with the approved details.

Reason: To manage and prevent further deterioration of existing low-quality air across London in accordance with Policy SI 1 of the London Plan (2021) and Policy D.ES2 of Tower Hamlets Local Plan 2031 (2020).

84. Digital connectivity

Prior to commencement of each building, detailed plans shall be submitted to and approved in writing by the local planning authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the development. The development shall be carried out in accordance with these plans and maintained as such in perpetuity.

Reason: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness in accordance with Policy SI 6 of the London Plan.

85. Land ownership

No development shall be carried out in the areas shown coloured purple and yellow on plan 3663-LB-Z Z-ZZ-DR-A-000306 Rev 1 until all parties with an interest in such land have entered into a planning obligation under Section 106 of the Town and Country Planning Act 1990 on the same terms on which this permission is granted.

Reason: The planning permission has been granted subject to a Section 106 agreement and at the time of this permission being issued the applicant is not able to bind all relevant parties and interests in the site to the terms of the planning obligations that it contains.

86. Overheating

Prior to the commencement of aboveground works for Phase A, the applicant shall investigate the use of further passive efficiency measures (in line with the Cooling Hierarchy) in the mechanically controlled/ cooled non-domestic spaces of the detailed scheme. Following the investigation, the applicant shall adopt the relevant measures and incorporate them into the detailed design of the scheme with the aim to avoid the risk of overheating now and in future climate, such as reduction of glazing, reduction of g-values and appropriate external shading that will not adversely impact the heating energy use.

Reason: In the interest of energy efficiency and sustainability, and to ensure compliance with Policy SI 4 of the London Plan (2021).

87. Circular economy - post-completion report

Prior to the occupation of any phase / building / development, a Post Completion Report setting out the predicted and actual performance against all numerical targets in the relevant Circular Economy Statement shall be submitted to the GLA at: CircularEconomyLPG@london.gov.uk, along with any supporting evidence as per the GLA's Circular Economy Statement Guidance.

The Post Completion Report shall provide updated versions of Tables 1 and 2 of the Circular Economy Statement, the Recycling and Waste Reporting form and Bill of Materials. Confirmation of submission to the GLA shall be submitted to, and approved in writing by, the local planning authority, prior to occupation.

Reason: In the interests of sustainable waste management, in order to maximise the re-use of materials and to ensure compliance with Policy SI7 and D3(d)(13) of the London Plan (2021), and S.MW1(8) of the Tower Hamlets Local Plan 2031 (2020).

Informatives

1. Section 106 Legal Agreement

You are advised that this permission has been granted subject to a legal agreement under Section 106 of the Town and Country Planning Act 1990 (as amended).

2. Pre-commencement conditions

The pre-commencement and pre-occupation conditions attached to this decision notice are considered necessary in order to safeguard transport infrastructure, protect the amenities of existing residents, future occupiers and users of the proposed development and to ensure that the proposed development results in a sustainable and well-designed scheme amongst other matters.

3. Deemed discharge

All conditions are exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015 as the development was subject to an Environmental Impact Assessment.

4. Phasing

References to phases within the conditions are to phases as shown on the phasing plan secured through the legal agreement under Section 106 of the Town and Country Planning Act 1990 save in respect of CIL Phases which shall be the phases shown on the CIL Phasing Plan(s) as approved pursuant to Condition 10.

5. Adverts

You are advised that any advertisements to be erected at the development may require consent under the Control of Advertisement Regulations 2007.

6. Further approval and consents

This approval only grants permission under Section 57 of the Town and Country Planning Act 1990. Further approval or consent may be required by other legislation, in particular the Building Regulations and you should contact Building Control at Tower Hamlets before proceeding with the work.

7. Licensing

It is possible that some of the premises may need a licence under the Licensing Act 2003 for regulated entertainment (music, dancing etc.), supply of alcohol and the provision of late night refreshment. Any grant of the planning approval is without prejudice to the Council's right as Licensing Authority to either grant or refuse any application under the Licensing Act 2003.

8. Community Infrastructure Levy (CIL)

Please note that your development is liable for a charge under the Community Infrastructure Levy (CIL) Regulations (2010), as amended.

This charge is payable upon commencement of the chargeable development and is in respect of the London Mayoral Community Infrastructure Levy (CIL). The Greater London Authority and Transport for London are responsible for setting the London Mayoral CIL charge and the London Borough of Tower Hamlets is responsible for collecting money on their behalf. The calculation of the charge is based on an initial assessment of the floorspace information provided in the CIL Additional Information Requirement Form, alongside your planning application.

Prior to your development commencing, you are required to submit a Commencement Notice to the London Borough of Tower Hamlets stating the date when the development will commence. Development is to be treated as commencing on the earliest date on which any material operation begins to be carried out on the land within the meaning of section 56(4) of the Town and Country Planning Act 1990. Upon receipt of this the Council will then issue a Demand Notice with precise details of your payment arrangements, payable from the date development commences. If a valid Commencement Notice is not submitted before work starts, penalties will apply and payment will be due in full on the day the Council believes the development to have commenced. For the avoidance of doubt, site clearance and/or demolition **will** be considered as work having commenced.

A person intending to assume liability for the CIL payment identified in the Council's Liability Notice must submit an Assumption of Liability Notice before development is commenced in accordance with Regulation 31 of the CIL Regulations (2010) (as amended). A person is not able to assume liability to pay CIL after development is commenced. If the Notice is not served, then the Council can apply surcharges for its efforts in identifying the relevant owners and apportioning liability for CIL between them.

Should you have any enquiries, please do not hesitate to contact the CIL Project Officer at 0207 364 4778.

9. Street naming and numbering

Applicants are reminded of the need to comply with the provisions of Part II of the London Building Acts (Amendment) Act 1939 in order to obtain official postal addresses. This should be carried out at least one month prior to the completion of the exterior works. An application with details of the development, including site and block plans should be sent to the Head of Building Control, Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BY.

10. Cadent Gas

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linerearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

11. Air emission flues

Flues must be at least one metre above the highest part of the nearby buildings, and in many circumstances will need to be significantly higher. The appropriate stack height should be determined using dispersion modelling, and not only by using the Memorandum on Chimney Heights or the Technical Guidance Note (Dispersion) (known as a D1 calculation), which are not suitable when considering annual mean NO₂ concentrations. Flues should not be 'hidden' behind structures likely to impact of the dispersion of emissions.

12. GLAAS Informative to GLAAS Condition 34

The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

13. GLASS Informative to GLAAS Condition 57

The LPA wishes that the rich history of the site and its surroundings be conveyed to the public. The interpretation scheme should be researched, designed and implemented by a recognised historical or archaeological interpretation specialist with appropriate experience of the periods involved.

14. TfL – Technical approval in principle of A12 Bus Gate Works and Abbott Road Underpass Works required

TfL Approval in Principle is required for the A12 bus gate works, A12 Underpass works, Glencoe Street Subway works and Brunswick Road subway works structural design through the Technical Approval process due to the proximity of the works to TfL highway structures. Technical approval in accordance with the National Standard (CG300 of the Design Manual for Roads and Bridges) will be needed for the proposal which will modify TfL infrastructure and be close to TfL highway. This involves agreeing an Approval in Principle and acceptance of Certification for the design and check with TfL as the technical approval authority. The address for the technical assurance submissions is StructuresTechnicalApproval@tfl.gov.uk.

15. Lighting within Jolly's Green

Lighting within Jolly's Green should be kept to a minimum and remain the same of less than the current lighting levels. Any lighting proposed should be designed in accordance with the Bat Conservation Trust and Institute of Lighting Engineers Guidance.

16. Secured by Design

The applicant must seek the advice of the Metropolitan Police Service Designing Out Crime Officers (DOCOs). The services of MPS DOCOs are available free of charge and can be contacted via docomailbox.ne@met.police.uk. This would allow our further input through the design and build process via meetings and discussion which will assist in a safe and secure environment for both residents and visitors to the estate for many years to come.

17. Water Resources

The Environment Agency have advised the applicant that increased water efficiency for all new developments potentially enables more growth with the same water resources. Developers can highlight positive corporate social responsibility messages and the use of technology to help sell their homes. For the homeowner lower water usage also reduces water and energy bills. The Environment Agency endorse the use of water efficiency measures especially in new developments. Use of technology that ensures efficient use of natural resources could support the environmental benefits of future proposals and could help attract investment to the area. Therefore, water efficient technology, fixtures and fittings should be considered as part of new developments.

Residential developments

All new residential developments are required to achieve a water consumption limit of a maximum of 125 litres per person per day as set out within the Building Regulations &c. (Amendment) Regulations 2015.

However, Environment Agency recommend that in areas of serious water stress (as identified in the Environment Agency's report Water stressed areas - final classification) a higher standard of a maximum of 110 litres per person per day is applied. This standard or higher may already be a requirement of the local planning authority.

Commercial/Industrial developments

The Environment Agency recommend that all new non-residential development of 1000 square metres gross floor area or more should meet the BREEAM 'excellent' standards for water consumption. The Environment Agency also recommend you contact your local planning authority for more information.

18. Signing up for flood warnings

The Environment Agency have advised that the applicant/occupants should phone Floodline on 0345 988 1188 to register for a flood warning or visit <https://www.gov.uk/sign-up-for-flood-warnings>. It's a free service that provides warnings of flooding from rivers, the sea and groundwater, direct by telephone, email, or text message. Anyone can sign up.

Flood warnings can give people valuable time to prepare for flooding – time that allows them to move themselves, their families, and precious items to safety. Flood warnings can also save lives and enable the emergency services to prepare and help communities.

For practical advice on preparing for a flood, visit <https://www.gov.uk/prepare-for-flooding>

To get help during a flood, visit <https://www.gov.uk/help-during-flood>

For advice on what do after a flood, visit <https://www.gov.uk/after-flood>

19. Environment Agency pre-application advice

Regarding future applications, if the applicant would like the Environment Agency to review a revised technical report prior to a formal submission, outside of a statutory consultation, and/or meet to discuss our position, this will be chargeable in line with the Environment Agency's planning advice service. If you wish to request a document review or meeting, please contact the Environment Agency team's email address at HNLsustainableplaces@environment-agency.gov.uk. Further information on our charged planning advice service is available at;

<https://www.gov.uk/government/publications/planning-advice-environment-agencystandard-terms-and-conditions>.

20. Code of Construction Practice

Please note that since 26 April 2023, with the adoption of an updated Code of Construction Practice, there is now a charge applied to Major and Strategic development for the review, approval and monitoring of CMP/SEMP documentation.

The applicant is advised to contact the CMP Service team, at the earliest opportunity, regarding their application for discharge of condition on the following email address: CMP@TowerHamlets.gov.uk

Further information on the process can also be found on Tower Hamlets webpages. Search for Transport and Streets – then go to the 'Construction Management Plan Service' Find the following information:

- o Why is a CMP/SEMP required?
- o Which development sites are expected to provide CMP/SEMP?
- o When is a s61 required?
- o Area wide CMP/SEMPs
- o Construction Forums – area based
- o Developer Construction Forums
- o Health Assessment
- o CMP Service application process
- o CoCP Checklist
- o CMP/SEMP approval
- o CoCP Checklist discharge
- o Compliance and monitoring of CMP/SEMP
- o Fees and charges
- o Fee schedule
- o How to pay
- o Key contacts

The Code of Construction Practice Checklist (CoCP Checklist) and associated documents and plans must be submitted to the CMP Service no later than 40 working days prior to scheduled commencement on site.

The fee must be paid prior to Tower Hamlets CMP Service starting any engagement around the review, approval and monitoring of CMP/SEMPs. The countersigning of the CoCP Checklist, by the CMP Officer, is required to apply for discharge of the condition applied at planning approval stage.

21. Fire safety informative

The London Fire Brigade promotes the installation of sprinkler suppression systems, as there is clear evidence that they are effective in suppressing and extinguishing fires; they can help reduce the numbers of deaths and injuries from fire, and the risk to firefighters.

For the London Fire Brigade (LFB) to review plans, LFB expect each block to have its own set of plans which clearly outline the proposed layout for the project. LFB also recommend that these are provided in the form of fire strategy plans which detail the fire safety elements involved in the design, these include and are not limited to, firefighting lifts, evacuation lifts, firefighting shafts, and lines of fire resisting compartmentation.

London Fire Brigade (LFB) have advised that consideration should be given to the storage (and potential charging) of electric bikes and electric scooters and the potential fire risk posed by these electric powered personal vehicles (EPPV)s which may be located within these areas. There is increasing evidence showing that EPPVs can spontaneously ignite and burn for long periods so there is an increased potential for toxic gases/smoke/fire spread. It is therefore LFB's recommendation that adequate automatic fire suppression and smoke control systems for the area are necessary. As such storage would be deemed an ancillary area, LFB are of the view that it should be provided with a ventilated lobby in accordance with the recommendations given in clause 32 of BS 9991:2015.

22. Drawing annotations

The annotations in the detailed drawing package the reference to SO, SR are references to the tenure with SO being Shared Ownership and SR being Social Rented.

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor, for Planning, Regeneration and Skills acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report GLA/2023/0300/S3.

The Deputy Mayor for Planning, Regeneration and Skills has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.



John Finlayson

Head of Development Management

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

Schedule of approved drawing numbers and documents

DRAWINGS - OUTLINE PROPOSALS		
Drawing number	Drawing Name	Revision number
3663 - LB - ZZ - 00 - DR - A - 000020	Parameter Plan - Extent of Outline and Detailed Proposals	3
3663 - LB - ZZ - 00 - DR - A - 000021	Parameter Plan - Building Plots	3
3663 - LB - ZZ - 00 - DR - A - 000022	Parameter Plan - Proposed Site Levels - Lower Ground Floor	3
3663 - LB - ZZ - B1 - DR - A - 000023	Parameter Plan - Proposed Site Levels - Basement Level	3
3663 - LB - ZZ - 00 - DR - A - 000024	Parameter Plan - Principal Public Realm Areas	3
3663 - LB - ZZ - 00 - DR - A - 000025	Parameter Plan - Access and Circulation	3
3663 - LB - ZZ - B1 - DR - A - 000026	Parameter Plan - Land Use Basement	3
3663 - LB - ZZ - 00 - DR - A - 000027	Parameter Plan - Land Use Lower Ground Floor	3
3663 - LB - ZZ - UG - DR - A - 000028	Parameter Plan - Land Use Upper Ground Floor	3
3663 - LB - ZZ - 01 - DR - A - 000029	Parameter Plan - Land Use First Floor	3
3663 - LB - ZZ - ZZ - DR - A - 000030	Parameter Plan - Land Use Upper Floors	3
3663 - LB - ZZ - ZZ - DR - A - 000031	Parameter Plan - Building Heights	3
3663 - LB - ZZ - XX - DS - A - 000040	Parameter Sections - 01	3
3663 - LB - ZZ - XX - DS - A - 000041	Parameter Sections - 02	3
DETAILED PROPOSALS DRAWINGS		
A303 MCO BF 00 DR A 06110	PLOT F - PROPOSED GROUND FLOOR PLAN	P05
A303 MCO BF 01 DR A 06111	PLOT F - PROPOSED FIRST FLOOR PLAN	P06
A303 MCO BF 02 DR A 06112	PLOT F - PROPOSED SECOND FLOOR PLAN	P06
A303 MCO BF 07 DR A 06117	PLOT F - PROPOSED SEVENTH FLOOR PLAN	P06
A303 MCO BF 08 DR A 06118	PLOT F - PROPOSED EIGHTH FLOOR PLAN	P06
A303 MCO BF R1 DR A 06122	PLOT F - PROPOSED ROOF PLAN	P03

A303 MCO BH 00 DR A 06130	PLOT H - PROPOSED GROUND FLOOR PLAN	P07
A303 MCO BH 01 DR A 06131	PLOT H - PROPOSED FIRST FLOOR PLAN	P06
A303 MCO BH 02 DR A 06132	PLOT H - PROPOSED SECOND FLOOR PLAN	P05
A303 MCO BH 03 DR A 06133	PLOT H - PROPOSED THIRD FLOOR PLAN	P05
A303 MCO BH 04 DR A 06134	PLOT H - PROPOSED FOURTH FLOOR PLAN	P05
A303 MCO BH 05 DR A 06135	PLOT H - PROPOSED FIFTH FLOOR PLAN	P05
A303 MCO BH R1 DR A 06138	PLOT H - PROPOSED ROOF PLAN	P05
A303 MCO Bi 00 DR A 06150	PLOT i - PROPOSED GROUND FLOOR PLAN	P05
A303 MCO Bi 01 DR A 06151	PLOT i - PROPOSED FIRST FLOOR PLAN	P05
A303 MCO Bi 02 DR A 06152	PLOT i - PROPOSED SECOND FLOOR PLAN	P05
A303 MCO Bi 06 DR A 06156	PLOT i - PROPOSED SIXTH FLOOR PLAN	P06
A303 MCO Bi 07 DR A 06157	PLOT i - PROPOSED SEVENTH FLOOR PLAN	P06
A303 MCO Bi 08 DR A 06158	PLOT i - PROPOSED EIGHTH FLOOR PLAN	P05
A303 MCO Bi R1 DR A 06161	PLOT i - PROPOSED ROOF PLAN	P03
A303 MCO BJ 00 DR A 06170	PLOT J - PROPOSED GROUND FLOOR PLAN	P03
A303 MCO BJ 01 DR A 06171	PLOT J - PROPOSED FIRST FLOOR PLAN	P03
A303 MCO BJ 02 DR A 06172	PLOT J - PROPOSED SECOND FLOOR PLAN	P04
A303 MCO BJ 03 DR A 06173	PLOT J - PROPOSED THIRD FLOOR PLAN	P04
A303 MCO BJ 04 DR A 06174	PLOT J - PROPOSED FOURTH FLOOR PLAN	P04
A303 MCO BJ 05 DR A 06175	PLOT J - PROPOSED FIFTH FLOOR PLAN	P04
A303 MCO BJ R1 DR A 06176	PLOT J - PROPOSED ROOF PLAN	P03
A303 MCO BF ZZ DR A 06210	BF - PROPOSED NORTH ELEVATION	P03
A303 MCO BF ZZ DR A 06211	BF - PROPOSED EAST ELEVATION	P03
A303 MCO BF ZZ DR A 06212	BF - PROPOSED SOUTH ELEVATION	P03
A303 MCO BF ZZ DR A 06213	BF - PROPOSED WEST ELEVATION	P03
A303 MCO BF ZZ DR A 06214	BF - PROPOSED NORTH EAST / NORTH WEST ELEVATION	P04

A303 MCO BH ZZ DR A 06230	BH1/2 - PROPOSED NORTH / SOUTH ELEVATION	P03
A303 MCO BH ZZ DR A 06231	BH1/2 - PROPOSED EAST ELEVATION	P03
A303 MCO BH ZZ DR A 06232	BH1/2 - PROPOSED WEST ELEVATION	P05
A303 MCO BH ZZ DR A 06240	BH3 - PROPOSED NORTH / SOUTH ELEVATION	P03
A303 MCO BH ZZ DR A 06241	BH3 - PROPOSED EAST ELEVATION	P03
A303 MCO BH ZZ DR A 06242	BH3 - PROPOSED WEST ELEVATION	P03
A303 MCO Bi ZZ DR A 06250	Bi - PROPOSED NORTH ELEVATION	P03
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A303 MCO Bi ZZ DR A 06252	Bi - PROPOSED SOUTH ELEVATION	P03
A303 MCO BJ ZZ DR A 06270	BJ - PROPOSED NORTH / SOUTH ELEVATION	P03
A303 MCO BJ ZZ DR A 06271	BJ - PROPOSED EAST / WEST ELEVATION	P03
A303 MCO BF ZZ DR A 06310	BF - PROPOSED SECTION AA	P05
A303 MCO BF ZZ DR A 06311	BF - PROPOSED SECTION BB	P03
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A303 MCO BH ZZ DR A 06331	BH - PROPOSED SECTION BB	P03
A303 MCO BH ZZ DR A 06332	BH - PROPOSED SECTION CC	P03
A303 MCO Bi ZZ DR A 06350	Bi - PROPOSED SECTION AA	P05
A303 MCO Bi ZZ DR A 06351	Bi - PROPOSED SECTION BB	P04
A303 MCO BJ ZZ DR A 06370	BJ - PROPOSED SECTION AA / BB / CC / DD	P03
A303 MCO BF ZZ DR A 06410	PLOT F - PROPOSED MA UNIT LAYOUTS	P06
A303 MCO BF ZZ DR A 06412	PLOT F - PROPOSED MA UNIT LAYOUTS	P06
A303 MCO BH ZZ DR A 06430	PLOT H1/H2 - PROPOSED SR UNIT LAYOUTS	P05
A303 MCO BH ZZ DR A 06431	PLOT H1/H2 - PROPOSED SR UNIT LAYOUTS	P05
A303 MCO BH ZZ DR A 06440	PLOT H3 - PROPOSED SO UNIT LAYOUTS	P03
A303 MCO BH ZZ DR A 06441	PLOT H3 - PROPOSED SO UNIT LAYOUTS	P03

A303 MCO BH ZZ DR A 06442	PLOT H3 - PROPOSED MA UNIT LAYOUTS	P03
A303 MCO Bi ZZ DR A 06450	PLOT i - PROPOSED SO UNIT LAYOUTS	P03
A303 MCO Bi ZZ DR A 06452	PLOT i - PROPOSED MA UNIT LAYOUTS	P03
A303 MCO BJ ZZ DR A 06473	PLOT J - PROPOSED SR UNIT LAYOUTS	P03
A303 MCO BJ ZZ DR A 06474	PLOT J - PROPOSED SR UNIT LAYOUTS	P03
AVL-LDA-SBX-XX-XXDR-L-0208	Phase A - Temporary Play Space GA – For Support	P01
AVL-LDA-SBX-XX-XX-DR-L-0209	Phase A - Plot H1 & 2 - Bin Display on Collection Days Diagram	P01
AVL-LDA-SBX-XX-XX-DR-L-0210	Phase A - Plot F - Church Access	P01
DETAILED PROPOSALS LANDSCAPING DRAWINGS		
AVL-LDA-SBX-XX-XX-DR-L-0200	Phase A - Public Realm and Landscape Detail Plan 01 - Plot J	P02
AVL-LDA-SBX-XX-XX-DR-L-0201	Phase A - Public Realm and Landscape Detail Plan 02 - Town Square	P02
AVL-LDA-SBX-XX-XXDR-L-0202	Phase A - Public Realm and Landscape Detail Plan 03 - Plot H	P02
AVL-LDA-SBX-XX-XX-DR-L-0203	Phase A - Public Realm and Landscape Detail Plan 04 - Plot I	P02
AVL-LDA-SBX-XX-XX-DR-L-0204	Phase A - Public Realm and Landscape Detail Plan 05 - Leven Road Open Space	P02
AVL-LDA-SBX-XX-XX-DR-L-0205	Phase A - Public Realm and Landscape Detail Plan 06 - Braithwaite Park	P02
AVL-LDA-SBX-XX-XX-DR-L-0206	Phase A - Roof Terraces GA 01 - Plot F and H3	P02
AVL-LDA-SBX-XX-XX-DR-L-0207	Phase A - Roof Terraces GA 02 - Plot I	P02
AVL-LDA-SBX-XX-XX-DR-L-0300	Phase A - Sections 01 - Town Square	P02
AVL-LDA-SBX-XX-XX-DR-L-0301	Phase A - Sections 02 - The High Street & Kirkmichael Road	P02
AVL-LDA-SBX-XX-XX-DR-L-0304	Phase A - Sections 06 - Allotment Gardens	P02
AVL-LDA-SBX-XX-XX-DR-L-0305	Phase A - Sections 07 - Roof Terraces	P02
AVL-LDA-SBX-XX-XX-DR-L-0306	Phase A - Sections 08 - Block I	P02

DOCUMENTS - OUTLINE PROPOSALS	
Development Specification Revision I (November 2023)	prepared by DP9
Design Code Revision D (November 2023)	prepared by Levitt Bernstein
DOCUMENTS SUBMITTED IN SUPPORT OF THE DEVELOPMENT	
Supporting Document	Author
Cover letter (November 2023)	DP9
Application form (November 2023)	DP9
Ownership Certificate (October 2022)	DP9
CIL Additional Information Form: Outline Proposals B-D (October 2023)	
Planning Statement inc. Draft s.106 Heads of Terms - Revision O (November 2023)	DP9
Affordable Housing Statement (November 2023)	DS2
Financial Viability Assessment (October 2021)	DS2
Affordable Housing Viability Updated Appraisal Letter (November 2023)	DS2
Design and Access Statement: The Masterplan - Revision B (August 2022)	Levitt Bernstein and LDA Design (with Inclusive Design chapter prepared by Lord Consultants)
Design and Access Statement: The Masterplan Addendum – Revision E (November 2023)	Levitt Bernstein and LDA Design
Existing buildings plan/context plans	Levitt Bernstein as listed in the drawing section below
Illustrative Landscaping Plans	LDA Design as listed in the drawing section below
Decant Strategy – Revision C (November 2023)	Poplar HARCA
Retail Impact Assessment (August 2022) + Statement of Conformity (November 2023)	AND
Commercial Strategy (August 2022) + Statement of Conformity (November 2023)	AND
Construction Environmental Management Plan Revision A (April 2022) + Statement of Conformity (November 2023)	Blue Sky Buildings
Waste Management Strategy - Version 2.1 (January 2023) + Statement of Conformity (November 2023)	Velocity
Outline Site Waste Management Plan – Version 1.0 (September 2022) + Statement of Conformity (November 2023)	Velocity
Statement of Community Involvement (August 2022) + Addendum (November 2023)	Lowick
Statement of Community Involvement Part 2: Children and Youth Engagement (October 2021)	ZCD Architects

Energy Assessment – P8 - (November 2023) Overheating Assessment is included as an appendix	Meinhardt
Drainage Strategy Report (October 2022) + Statement of Conformity (November 2023)	Meinhardt
Sustainability Statement– November 2023)	Greengage
Equalities Impact Assessment (January 2023) + Statement of Conformity (October 2023)	Greengage
Tree Survey and Arboricultural Impact Assessment (October 2021)	Arbeco
Arboricultural Addendum (April 2022)	Tim Moya Associates
Arboricultural Addendum (October 2022)	Tim Moya Associates
Arboricultural Report - CAVAT Assessment (December 2022)	Tim Moya Associates
Circular Economy Statement (December 2023)	Greengage
Whole life-cycle Carbon Assessment with accompanying spreadsheet - (November 2023)	Greengage
Preliminary Ecological Appraisal (October 2021) + Addendum (November 2023)	Greengage
Ecology Addendum Letter (November 2023)	
Urban Greening Factor Assessment (October 2021) + Addendum (November 2023)	Greengage
A Habitat Regulations Assessment Screening letter (August 2022) + Addendum (November 2023)	Greengage
BREEAM Ecology Assessment (April 2022)	Greengage
Biodiversity Impact Assessment (October 2021) + Addendum (November 2023)	Greengage
Bat Survey Report (August 2022) + Addendum (November 2023)	Greengage
Flood Risk Assessment and included as part of the Environmental Statement as an appendix (November 2023)	Parmabrook
Fire Statement: Outline Proposals and form (November 2023)	Elementa
Utilities and Foul Sewage Assessment (October 2022)	Meinhardt
Aviation Safeguarding Assessment (November 2023)	KL Grant Consulting
Tall Buildings Statement Revision C (November 2023)	Levitt Bernstein and DP9
Transport Assessment with appendices: Framework Travel Plan, Delivery and Servicing Plan and Outline Parking Design and Management Plan (April 2022) + Statement of Conformity (November 2023)	Velocity

Internal Daylight, Sunlight and Overshadowing Report Revision D (November 2023)	GIA
Documents submitted in support of the Detailed Proposals	
Design and Access Statement: Detailed Proposals - Revision B (October 2022)	Morris and Co and LDA Design (with Inclusive Design chapter prepared by Lord Consultants)
Design and Access Statement: Detailed Proposals Addendum Revision B (November 2023)	Morris and Co and LDA Design
Existing and proposed drawings as detailed in the drawings section below.	Morris and Company
Lighting Impact Assessment Revision P3 (August 2022)	Equation Lighting Design Limited
CIL Additional Information Form: Detailed Phase A Proposals (October 2023)	
Fire Statement: Detailed Proposals and form (November 2023) Blocks F, H & I - Stage 3 Fire Strategy Updated Document - (November 2023) Block J - Stage 3 Fire Strategy	Elementa
Pre-Demolition Audit (v1.0 September 2022) + Statement of Conformity (November 2023)	Velocity
EIA submitted in support of the Development	
Volume 1	
Chapter 1: Introduction	Trium
Chapter 2: EIA Methodology	Trium
Chapter 3: Reasonable Alternatives and Design Evolution	Trium
Chapter 4: The Proposed Development	Trium
Chapter 5: Demolition and Construction	Blue Sky Buildings
Chapter 6: Socio-Economics	Hatch
Chapter 7: Traffic and Transport	Velocity
Chapter 8: Air Quality	Entran
Chapter 9: Climate Change	Greengage
Chapter 10: Noise and Vibration	Entran
Chapter 11: Water Resources, Flood Risk and Drainage	Meinhardt
Chapter 12: Archaeology	TVAS
Chapter 13: Daylight, Sunlight, Overshadowing, Light Pollution and Solar Glare	GIA
Chapter 14: Wind Microclimate	RWDI
Chapter 15: Effect Interactions	
Chapter 16: Likely Significant Effects and Conclusions	Trium
Chapter 17: Mitigation and Monitoring	Trium
Chapter 18: Glossary and Abbreviations	Trium
Volume 2	
Part 1: Townscape and Visual Impact Assessment	Peter Stewart

Part 2: Built Heritage Assessment	KM Heritage
Volume 3	
Appendix to Chapter 1: Introduction Annex 1: EIA Wayfinding Annex 2: Statement of Competence	Trium
Appendix to Chapter 2: EIA Methodology Annex 1: EIA Scoping Report Annex 2: EIA Scoping Opinion Annex 3: EIA Scoping Opinion Response Annex 4: Cumulative Schemes list and Map Annex 5: Cumulative Schemes Assessment Matrix Annex 6: Phase 1 Ground Conditions Report	Trium
Appendix to Chapter 5: Demolition and Construction Annex 1: Outline Construction Environmental Management Plan (CEMP)	Blue Sky Buildings
Appendix to Chapter 6: SocioEconomics Annex 1: Socio-economics Planning Policy Context Annex 2: Education and Healthcare Facilities within Local Impact Area	Hatch
Appendix to Chapter 8: Air Quality Annex 1: Glossary Annex 2: Traffic Data Annex 3: Model Verification Study	Entran
Appendix to Chapter 9: Climate Change Annex 1: TRIUM Climate Change Technical Note	Greengage
Appendix to Chapter 10: Noise and Vibration Annex 1: Introduction to noise Annex 2: Glossary of Terms Annex 3: Legislation, Policy and Guidance Annex 4: Unattended Survey Results – P1 Annex 5: Unattended Survey Results – P2 Annex 6: Unattended Survey Results – P3 Annex 7: Unattended Survey Results – P4 Annex 8: Statistical Analysis of Background Sound Levels – P1 Annex 9: Statistical Analysis of Background Sound Levels – P2 Annex 9: Statistical Analysis of Background Sound Levels – P2 Annex 10: Statistical Analysis of Background Sound Levels – P3 Annex 11: Statistical Analysis of Background Sound Levels – P4 Annex 12: Daytime Noise Contour, 1.5m Annex 13: Night-time Noise Contour, 1.5m Annex 14: ANC Acoustics Ventilation and Overheating Risk Categories Annex 15: Traffic Data	Entran
Appendix to Chapter 11: Water Resources, Flood Risk and Drainage Annex 1: Flood Risk Assessment Annex 2: Drainage Strategy; Annex 3: Thames Water – Potable Water Supply Correspondence Annex 4: SuDS Profoma	Meinhardt

Appendix to Chapter 12: Archaeology Annex 1: Archaeological Desk Based Assessment	TVAS
Appendix to Chapter 13: Daylight, Sunlight, Overshadowing, Light Pollution and Solar Glare Annex 1 Planning Policy Annex 2 Methodology and Baseline Results Annex 3 Scenario Overviews and Window Maps Annex 4 Daylight and Sunlight Results Annex 5 Overshadowing Results Annex 6 Solar Glare Results	GIA
Appendix to Chapter 14: Wind Microclimate prepared by Annex 1 : Policy and Guidance Annex 2 : Technical Appendix	RWDI
Appendix to Built Heritage Annex 1: Built Heritage Statement	KM Heritage
Environmental Statement: Non-technical Summary	Trium
Supporting environmental reports	
Health Impact Assessment (April 2022)	Hatch
Health Impact Assessment Statement of Conformity (November 2022)	Hatch
Health Impact Assessment Statement of Conformity (November 2023)	Hatch
Environmental Statement Addendum (April 2022)	Trium
Environmental Statement of Conformity (November 2023)	Trium

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the 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 under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but 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 the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

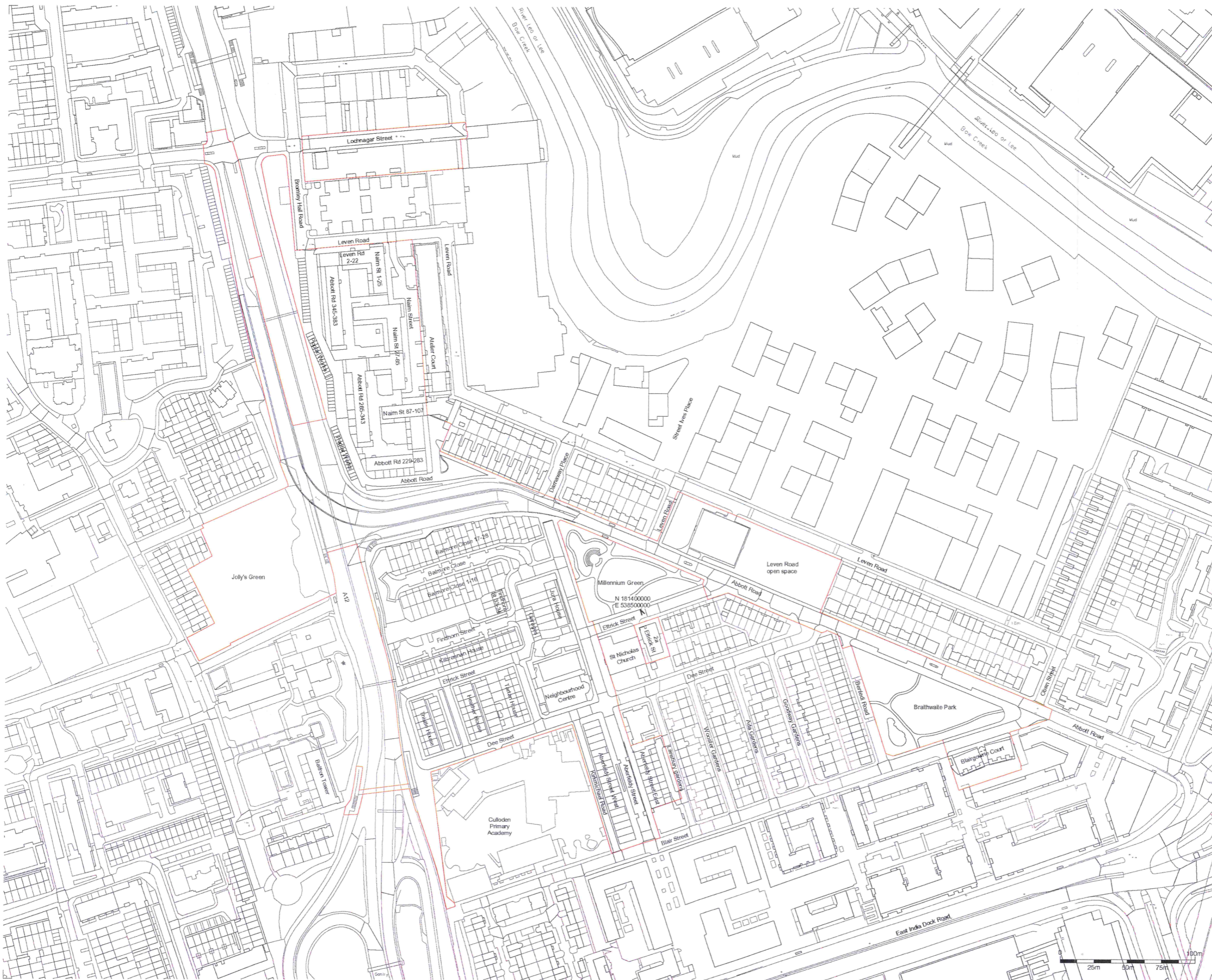
If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX of the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

Schedule 2

Plans

Reference	Matter
Plan 1	Application Site
Plan 2	Landownership Plan
Plan 3	Overlap Areas
Plan 4	Phasing Plan
Plan 5	Affordable Housing Units (Phase A and Outline)
Plan 6	Affordable Housing Units (Phase A) (<i>comprising plans labelled Plan 6A to Plan 6L</i>)
Plan 7	Block J
Plan 8	Existing Cycle Hire Docking Station
Plan 9	Highway Works
Plan 10	Leven Road Car Club Bays (<i>comprising plans labelled Plan 10A to Plan 10B</i>)
Plan 11	Phase B TfL Highway Works Plans (Phases 1 to 7) (<i>comprising plans labelled Plan 11A to Plan 11G</i>)
Plan 12	TfL Assets
Plan 13	TfL Trees
Plan 14	Tram Ducts
Plan 15	Open Space (including the Town Square)
Plan 16	Allotments
Plan 17	Play Space and Temporary Play Space
Plan 18	Public Realm
Plan 19	Faith Centre



Notes

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— Hybrid planning application boundary

Total area of hybrid planning application = 90,881 m²

JTB
 JCOPP
 SK
 LF. ke
 TM.
 CAPL
 PD
 NH

Plan 1

1	29/03/22	Planning	LS
0	19/10/21	Planning	LA
Rev	Date	Description	Drawn / Checked

Project name
Aberfeldy New Masterplan

Drawing number
 3663 - LB - ZZ - 00 - DR - A - 000001

Drawing
Site Location Plan

Purpose of issue
 For Information

Scale
 1 : 1250 @ A1

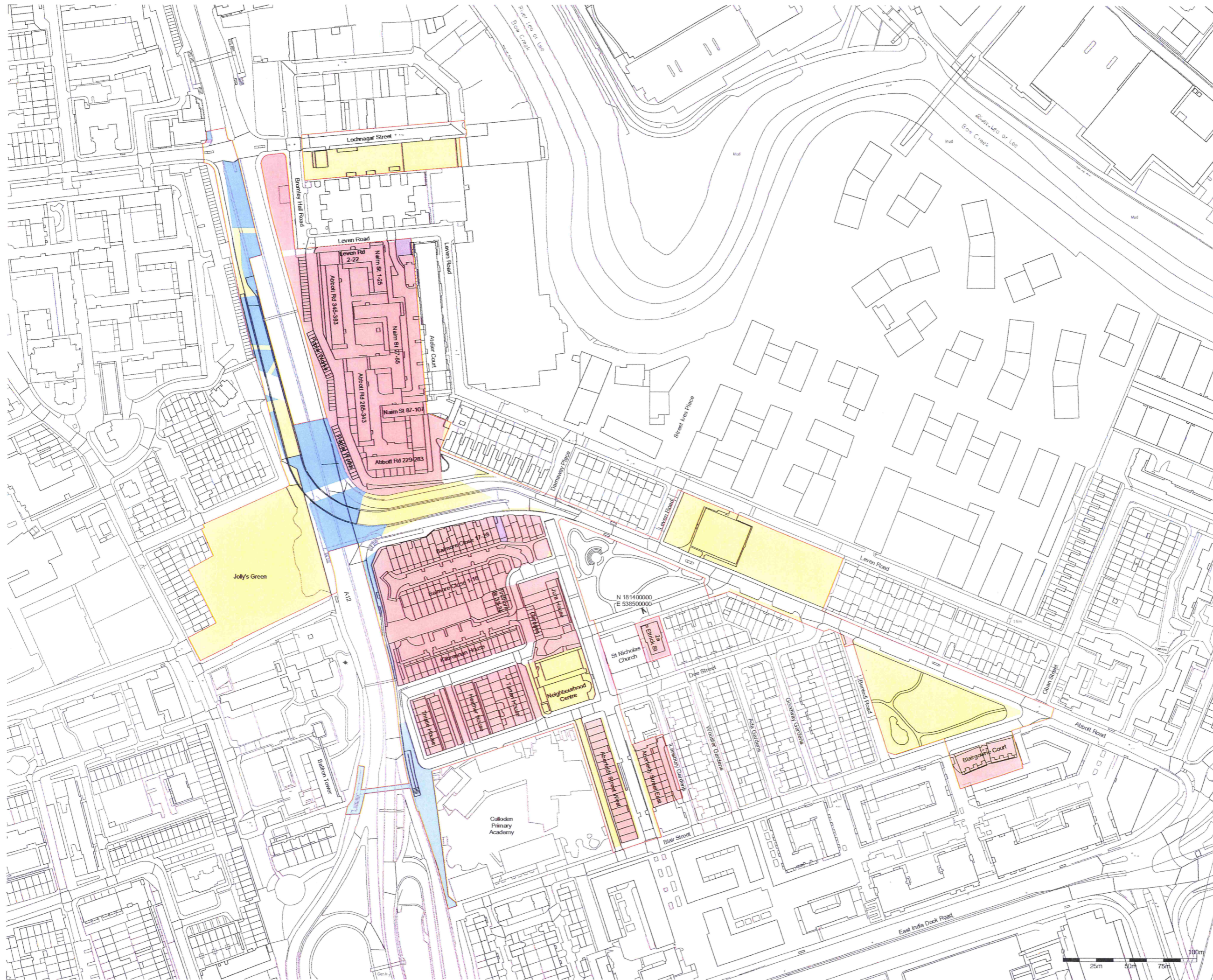
Date
 02/03/22

Client
 EcoWorld London

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Manchester
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- Hybrid planning application boundary
- LBTH
- TFL
- Poplar Harca
- Individuals

JF
 JCOP →
 NH
 O. →
 Lfhe
 CML
 AD TM.

Plan 2

1	20/02/24	For Information	LA
0	07/02/24	For Information	LA
Rev	Date	Description	Drawn / Checked

Aberfeldy New Masterplan

Drawing number: 3663 - LB - ZZ - ZZ - DR - A - 000306 1

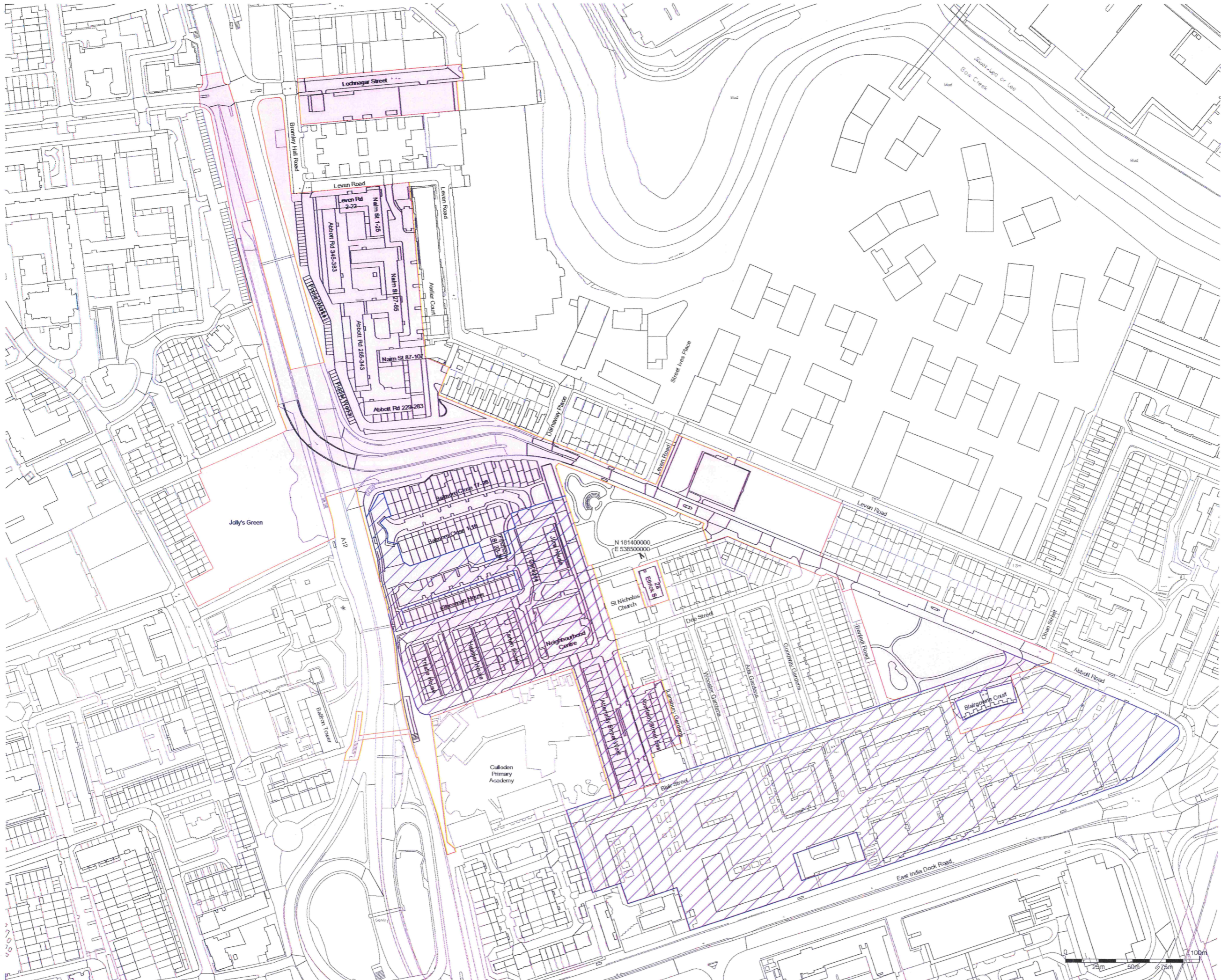
Land Ownership Plan

Purpose of issue: For Approval
 Scale: 1 : 1250 @ A1 Date: 01/02/24
 Client: EcoWorld London

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-  Hybrid planning application boundary (2024)
-  Extant OPP boundary (2012)
-  Area where hybrid planning application (2024) and Extant OPP boundary (2012) overlap

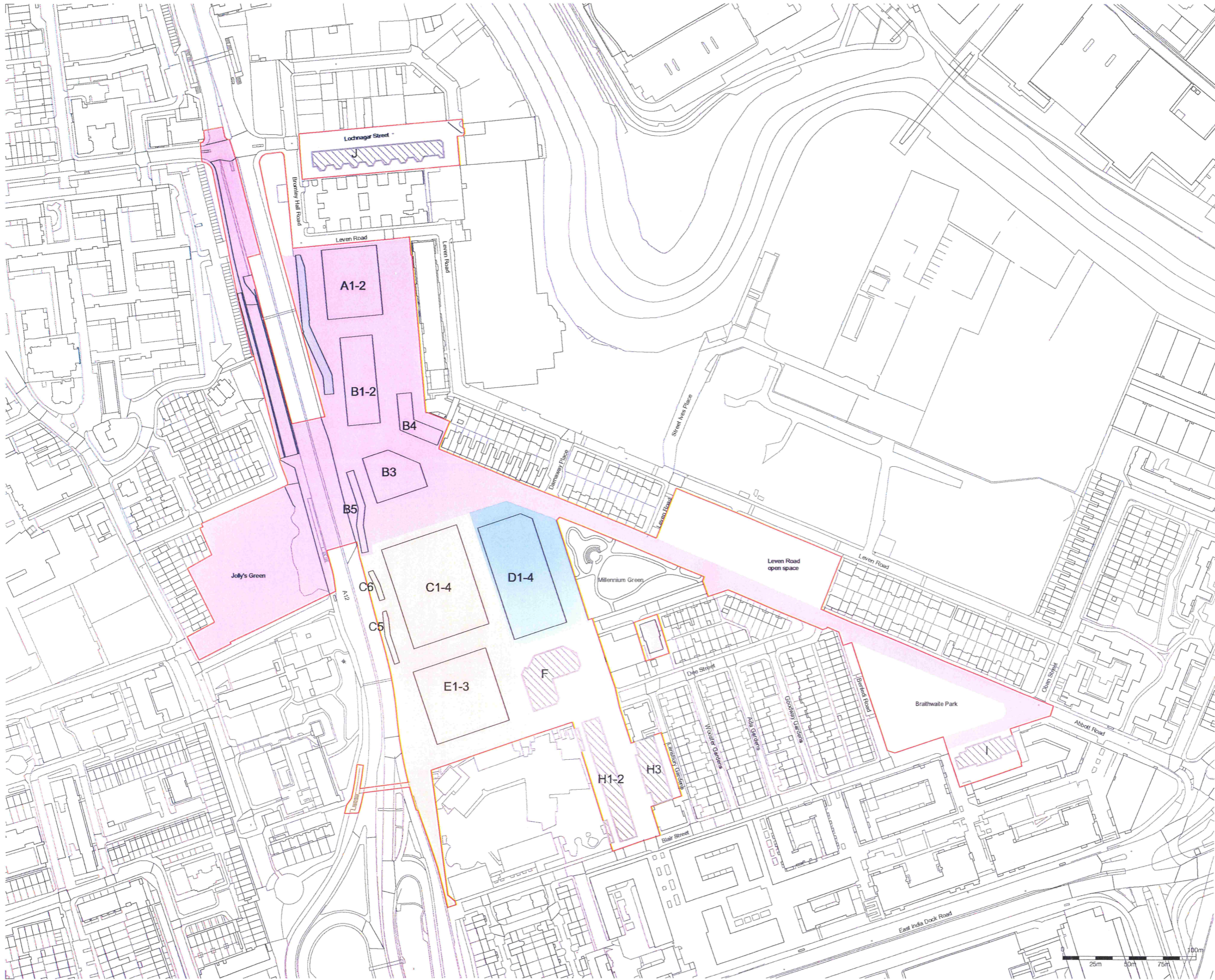
JE
 JCOP →
 NH
 CHL
 O.K.
 Lf. W
Plan 3 RD TM.

1	20/02/24	For Information	LA
0	09/09/22	Planning	LS
Rev	Date	Description	Drawn / Checked
Project name			
Aberfeldy New Masterplan			
Drawing number			
3663 - LB - ZZ - 00 - DR - A - 000007			
Rev			
1			
Drawing			
Existing OPP boundary and hybrid application boundary			
Purpose of issue			
For information			
Scale	Date		
1 : 1250 @ A1	02/03/22		
Client			
EcoWorld London			

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- Hybrid planning application boundary
- ▭ Building footprints of Detailed Proposals of the hybrid application
- ▭ Existing buildings to be retained
- A Plot reference
- ▭ Maximum development footprint of plot (this does not include any building projections)
- Phase A
- Phase B
- Phase C
- Phase D

"Phase" means the phases of the Development described in the phasing strategy submitted pursuant to the phasing condition, which phases may comprise any component part of the Development and may either individually or collectively comprise Construction Works, a Development Plot (or Development Plots), a Building (or Buildings), landscaping and infrastructure or, in any case, part thereof and each and every such phase described on the phasing strategy shall constitute a separate phase of the development for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended)

JCOPP
 NH
 CHL
 S.F. TM
 L.f. he
 PD
 Plan 4
 JF

4	24/03/11	For Information	LA
3	15/09/23	Planning Resubmission	LA
2	15/11/22	Planning Resubmission	CL
1	29/03/22	Planning	LS
0	19/10/21	Planning	LA

Rev. Date Description Drawn / Checked

Aberfeldy New Masterplan

Drawing number	Rev
3663 - LB - ZZ - 00 - DR - A - 000011	4

Construction Phasing

Purpose of issue
 For information

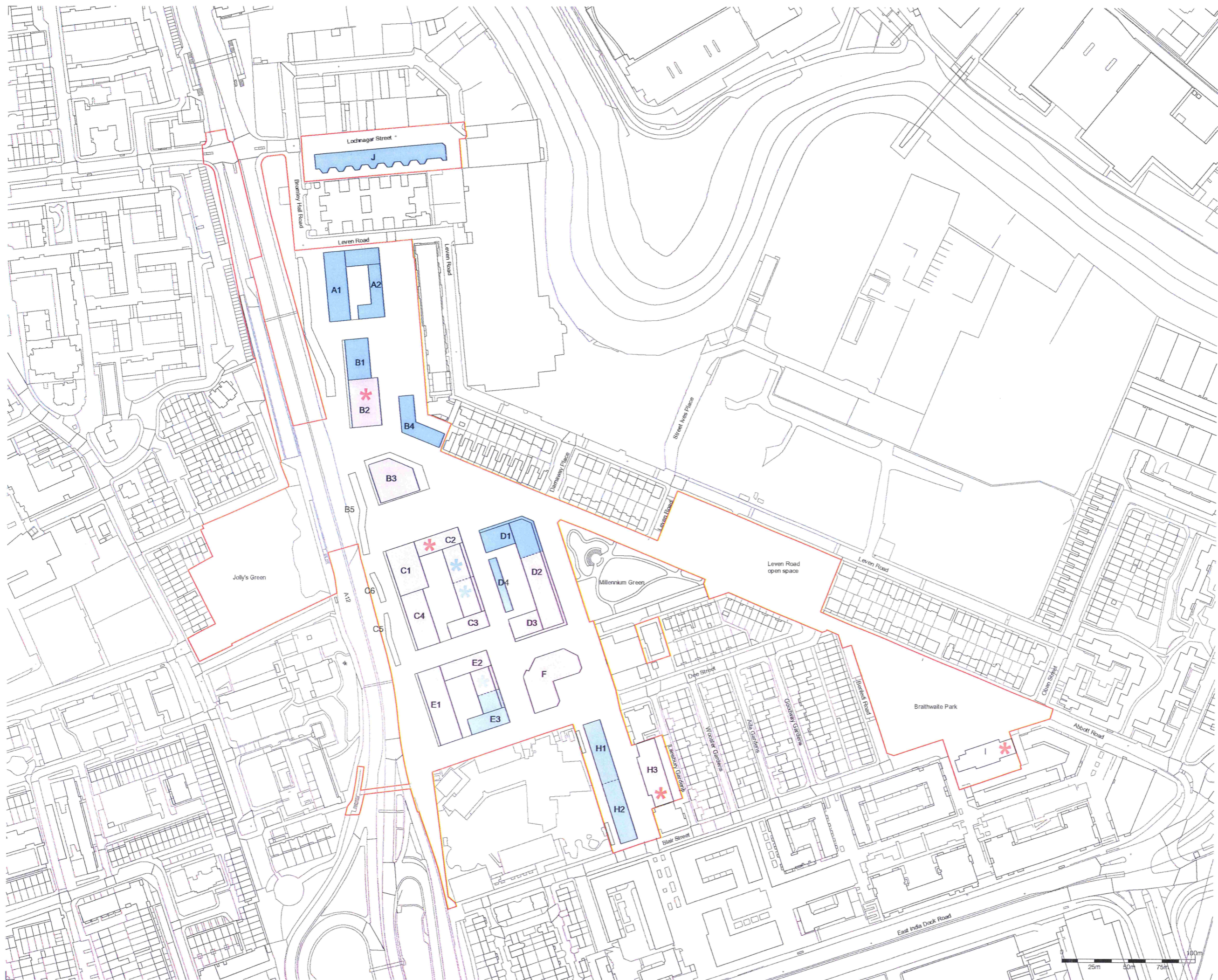
Scale: 1 : 1250 @ A1 Date: 11/05/20

Clerk: EcoWorld London

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- Hybrid planning application boundary
- Social Rent Tenure
- Private Tenure
- Intermediate Tenure
- ★ Social rent maisonettes on lower levels
- ★ Intermediate homes on lower levels
- A Building reference
- Building Footprint (refer to Parameter Plans for maximum development footprint of buildings in outline phases)

JP

JOPP →

NH

L.f. he

CAL

AD TM.

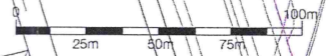
Plan 5

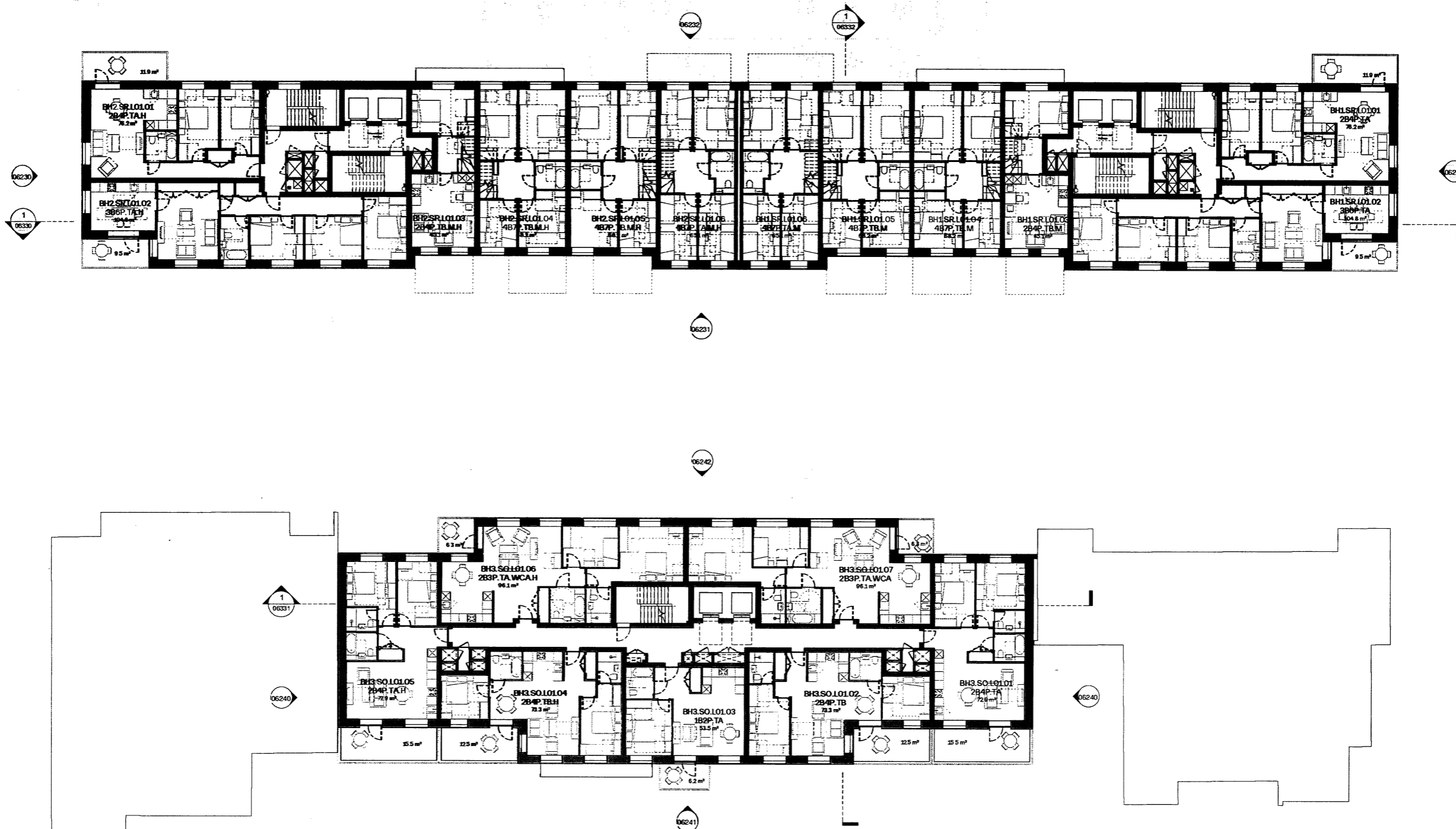
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Rev	Date	Description	Drawn / Checked
Project name			
Aberfeldy New Masterplan			
Drawing number			
3663 - LB - ZZ - ZZ - DR - A - 000302			
Drawing			
Purpose of issue			
For Information			
Scale	Date		
1 : 1250 @ A1	01/02/24		
Client			
EcoWorld London			

Levitt Bernstein
levittberstein.co.uk

London
Thames Studios
2-4 Thame Villas
London SE7 7PA
+44 (0)20 7275 7676

Manchester
Borlase Warehouse
11 Lower Byron Street
Manchester M3 4AP
+44 (0)161 669 8740



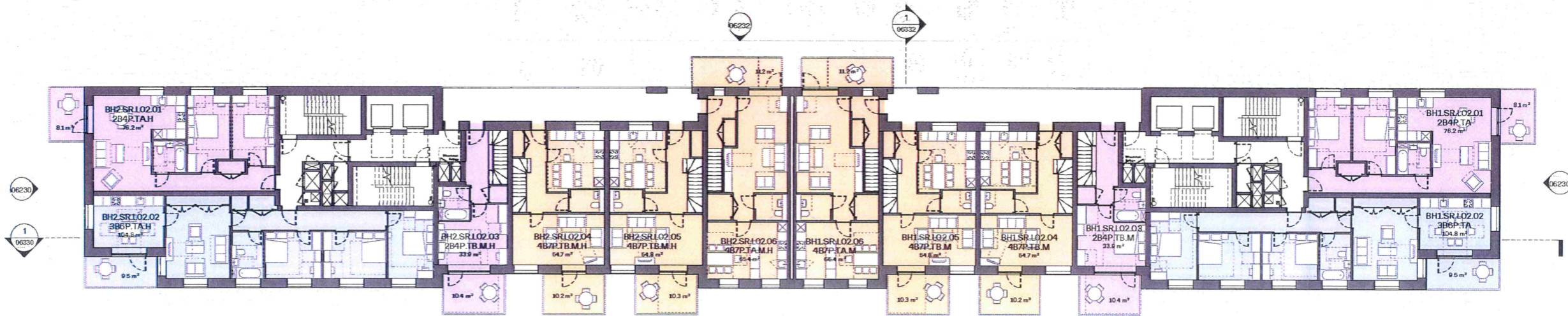


NA
 J.F.
 L.f. Ke
 CAL
 to
 TM.
 JCopp
 JF

1 BH PLN 01
 06131 1 : 150

Plan 6A

<p>SUPPLEMENTARY INFORMATION:</p> <p>These drawings reflect the current position of the scheme development at RIBA Stage 2, they should be read in conjunction with the following information prepared by Morris Company:</p> <ul style="list-style-type: none"> Aberfeldy Village, Phase A, Design and Access Statement <p>Drawings should be read in conjunction with information prepared by other consultants (where applicable):</p> <ul style="list-style-type: none"> Landscape Design Drawings (LDA) Structural Engineers Drawings and Specification (MEINHARDT) MSP Engineers Drawings and Specification (MEINHARDT) 	<p>EXTENTS AND BOUNDARIES:</p> <p>These drawings combine survey and site information produced by others and as such should be verified for accuracy.</p> <p>Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D surveys, produced by:</p> <ul style="list-style-type: none"> Sumo Services Ltd Drawing numbers: SOR018502 / SOR018561 / SOR018539 Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019 Aworth Survey Consultants Drawing numbers: 3253-2/5/6/7 Date of creation: 18.12.2009 <p>The application boundary has been derived by title plan and land ownership reports and produced by: Velocity Transport Drawing no. 4060-1100-T-023 Produced: Dec 20</p> <p>Spot levels are defined as AOD and reflected in metres</p>	<p>NOTES:</p> <p>Room Key:</p> <ul style="list-style-type: none"> 1B1P 1B2P 2B3P / 2B4P 2B3P / 2B4P WCA 3B5P / 3B6P 3B5P / 3B6P WCA 4B7P <p>Tenure Key:</p> <ul style="list-style-type: none"> MA - Market Sale SO - Shared Ownership SR - Social Rent <p>UNIT NUMBER</p> <p>Plot Tenure Level Number on Level</p> <p>BX . XX . LXX . XX</p> <p>UNIT TYPE</p> <p>XBXP . TX (. WCA) (H)</p> <p>Handed Wheelchair Accessible Occupancy</p>	<p>revision date amendment</p> <table border="1"> <tr><td>P01</td><td>01-10-2021</td><td>Amendments Pre Planning Submission</td></tr> <tr><td>P02</td><td>15-10-2021</td><td>Planning</td></tr> <tr><td>P03</td><td>25-03-2022</td><td>Planning Revision A</td></tr> <tr><td>P04</td><td>12-05-2022</td><td>Planning Update</td></tr> <tr><td>P05</td><td>06-09-2023</td><td>GLA 2 Star Planning Addendum</td></tr> <tr><td>P06</td><td>19-09-2023</td><td>GLA 2 Star Planning Addendum</td></tr> <tr><td>P07</td><td>28-02-2024</td><td>Tenure Key Added</td></tr> <tr><td>P08</td><td>29-02-2024</td><td>Revision Clouds Removed</td></tr> </table> <p>SCALE BAR 0 150 300 750 1500 mm</p>	P01	01-10-2021	Amendments Pre Planning Submission	P02	15-10-2021	Planning	P03	25-03-2022	Planning Revision A	P04	12-05-2022	Planning Update	P05	06-09-2023	GLA 2 Star Planning Addendum	P06	19-09-2023	GLA 2 Star Planning Addendum	P07	28-02-2024	Tenure Key Added	P08	29-02-2024	Revision Clouds Removed	<p> ■ OUTLINE PROPOSAL APPLICATION BOUNDARY ■ DETAILED PROPOSAL APPLICATION BOUNDARY ■ DETAILED PROPOSAL APPLICATION PLOT LOCATOR </p>	<p>35 Mare Street, London, E8 3QE Tel: +44 (0)20 7556 7440 www.morrisand.company</p> <ul style="list-style-type: none"> Do not scale from this drawing All dimensions to be checked on site by the Contractor And such dimensions to be their responsibility Report all drawing errors and omissions to the Architect All dimensions in millimeters unless noted otherwise If in doubt ask Contract Administrator <p>job title Aberfeldy Village</p> <p>drawing title / location PLOT H - PROPOSED FIRST FLOOR PLAN</p> <p>status S4 - FOR APPROVAL</p> <p>scale As Indicated @ A1</p> <table border="1"> <tr> <th>project</th> <th>originator</th> <th>zone</th> <th>level</th> <th>type</th> <th>role</th> <th>number</th> <th>status - revision</th> </tr> <tr> <td>A303</td> <td>MCO</td> <td>BH</td> <td>01</td> <td>DR</td> <td>A</td> <td>06131</td> <td>P08</td> </tr> </table>	project	originator	zone	level	type	role	number	status - revision	A303	MCO	BH	01	DR	A	06131	P08
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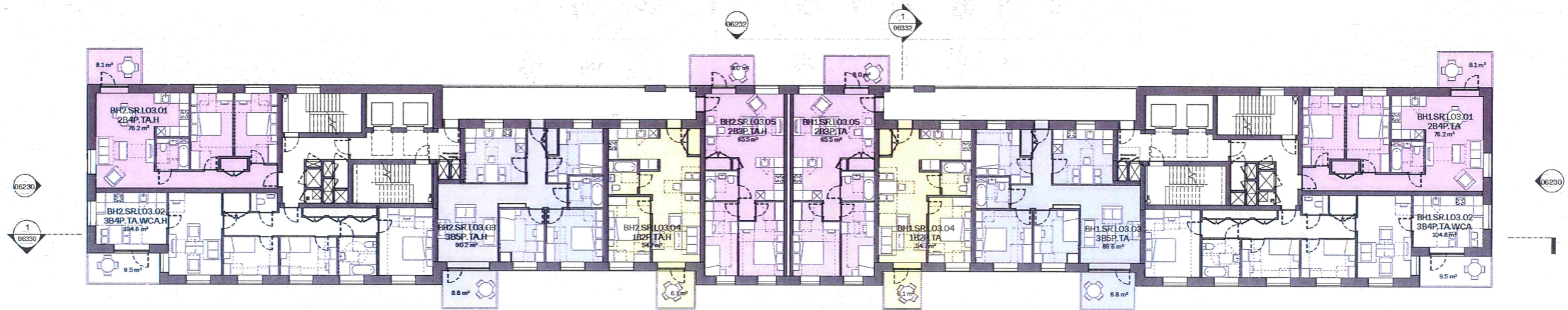
BH3 typical plan (L02-L04)

G.F. L.f. he
C+H
AD
NA
TM.
JCOOP
JF

1 BH PLN 02
 06132 1:150

Plan 6B

<p>SUPPLEMENTARY INFORMATION:</p> <p>These drawings reflect the current position of the scheme development at RIBA Stage 2, they should be read in conjunction with the following information prepared by Morris+Company:</p> <ul style="list-style-type: none"> - Aberfeldy Village, Phase A, Design and Access Statement <p>Drawings should be read in conjunction with information prepared by other consultants (where applicable):</p> <ul style="list-style-type: none"> - Landscape Design Drawings (LDA) - Structural Engineers Drawings and Specification (MEINHARDT) - MEP Engineers Drawings and Specification (MEINHARDT) 	<p>EXTENTS AND BOUNDARIES:</p> <p>These drawings combine survey and site information produced by others and as such should be verified for accuracy.</p> <p>Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D Surveys, produced by:</p> <ul style="list-style-type: none"> 'Samo Services Ltd' Drawing numbers: SOR0185/02 / SOR0185/01 / SOR0185/03 Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019 <p>'Aworth Survey Consultants'</p> <ul style="list-style-type: none"> Drawing numbers: 3553-2/5/6/7 Date of creation: 18.12.2009 <p>The application boundary has been derived by title plan and land ownership reports and produced by Velocity Transport</p> <ul style="list-style-type: none"> Drawing no: 4060-1100-T-023 Produced: Dec 20 <p>Spot levels are defined as AOD and reflected in metres</p>	<p>NOTES:</p> <p>Room Key:</p> <ul style="list-style-type: none"> 1B1P 1B2P 2B3P / 2B4P 2B3P / 2B4P WCA 3B5P / 3B6P 3B5P / 3B6P WCA 4B7P <p>Tenure Key:</p> <ul style="list-style-type: none"> MA - Market Sale SO - Shared Ownership SR - Social Rent <p>UNIT NUMBER:</p> <p>Pick Tenure Level Number on Level</p> <p>BX . XX . LXX . XX</p> <p>UNIT TYPE:</p> <p>XBXP . TX (. WCA) (. H)</p> <p>Handled Wheelchair Accessible Occupancy</p>	<p>revision date amendment</p> <table border="1"> <tr><td>P01</td><td>01-10-2021</td><td>Amendments Pre Planning Submission</td></tr> <tr><td>P02</td><td>15-10-2021</td><td>Planning</td></tr> <tr><td>P03</td><td>25-03-2022</td><td>Planning Revision A</td></tr> <tr><td>P04</td><td>06-09-2023</td><td>GLA 2 Stair Planning Addendum</td></tr> <tr><td>P05</td><td>19-09-2023</td><td>GLA 2 Stair Planning Addendum</td></tr> <tr><td>P06</td><td>28-02-2024</td><td>Tenure Key Added</td></tr> <tr><td>P07</td><td>29-02-2024</td><td>Revision Clouds Removed</td></tr> </table> <p>SCALE BAR</p> <p>0 150 300 450 600 750 900 1050 1200 1350 1500 mm</p>	P01	01-10-2021	Amendments Pre Planning Submission	P02	15-10-2021	Planning	P03	25-03-2022	Planning Revision A	P04	06-09-2023	GLA 2 Stair Planning Addendum	P05	19-09-2023	GLA 2 Stair Planning Addendum	P06	28-02-2024	Tenure Key Added	P07	29-02-2024	Revision Clouds Removed		<p>25 Mare Street, London, E8 3QE Tel: +44 (0)20 7665 7410 www.morrisandcompany.com</p> <p>- Do not scale from this drawing - All dimensions to be checked on site by the Contractor - And such dimensions to be their responsibility - Report all drawing errors and omissions to the Architect - All dimensions in millimeters unless noted otherwise - In all doubt ask Contract Administrator</p> <p>job title Aberfeldy Village</p> <p>drawing title / location PLOT H - PROPOSED SECOND FLOOR PLAN</p> <p>status S4 - FOR APPROVAL</p> <p>scale As indicated @ A1</p> <table border="1"> <tr> <th>project</th> <th>originator</th> <th>zone</th> <th>level</th> <th>type</th> <th>role</th> <th>number</th> <th>status - revision</th> </tr> <tr> <td>A303</td> <td>MCO</td> <td>BH</td> <td>02</td> <td>DR</td> <td>A</td> <td>06132</td> <td>P07</td> </tr> </table>	project	originator	zone	level	type	role	number	status - revision	A303	MCO	BH	02	DR	A	06132	P07
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A303	MCO	BH	02	DR	A	06132	P07																																			



BH1/2 typical plan (L03, 05, 07)



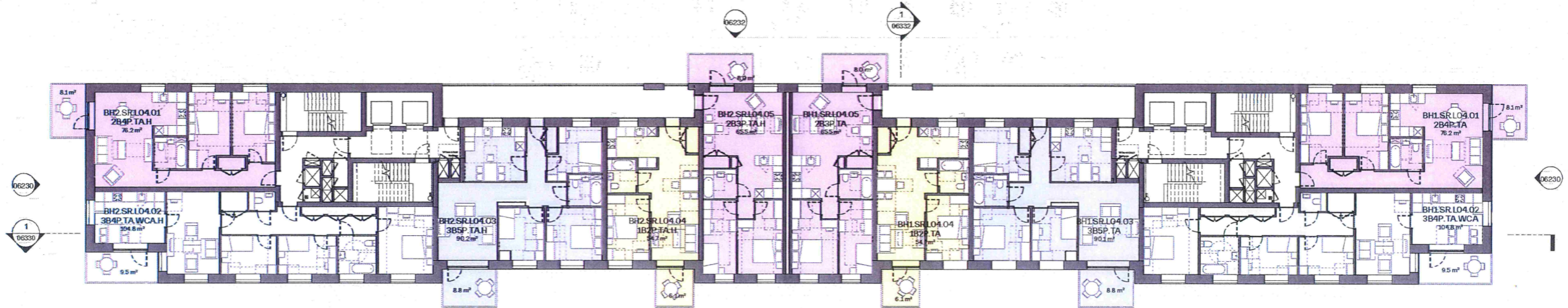
Refer to sheet A303-MCO-BH-02-DR-06132 for typical plan for H3 (L02-L04)

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JCOPP
S.F.
K.J. de
C.H.L.
P.O.
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T.M.

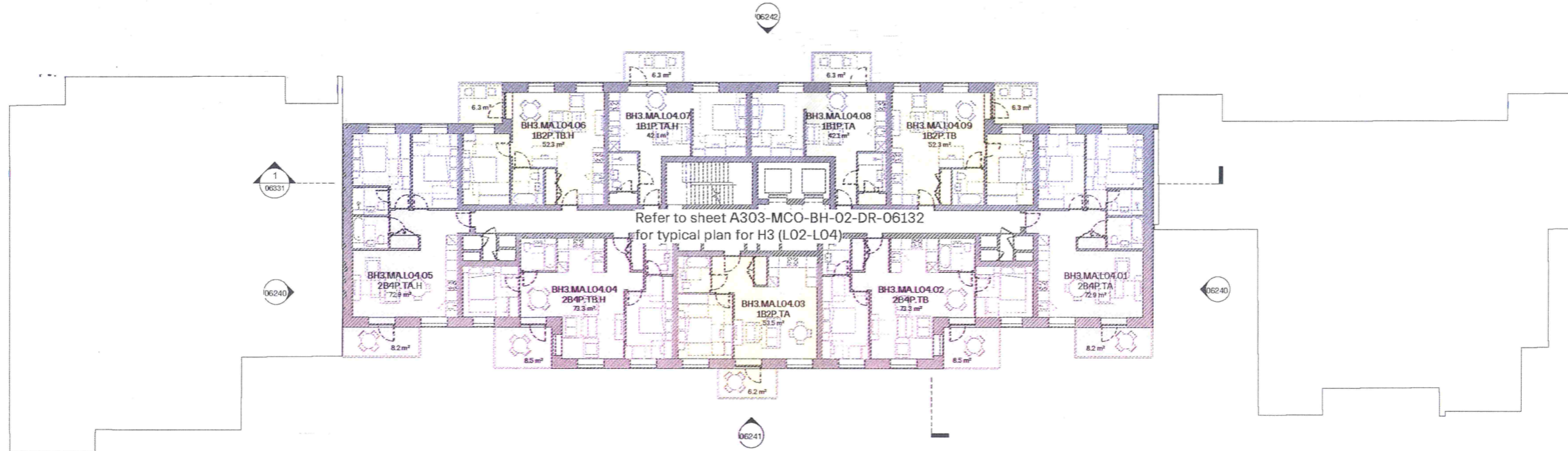
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Plan 6C

<p>SUPPLEMENTARY INFORMATION</p> <p>These drawings reflect the current position of the scheme development at RIBA Stage 2, they should be read in conjunction with the following information prepared by Morris+Company:</p> <ul style="list-style-type: none"> - Aberfeldy Village, Phase A, Design and Access Statement <p>Drawings should be read in conjunction with information prepared by other consultants (where applicable):</p> <ul style="list-style-type: none"> - Landscape Design Drawings (LDA) - Structural Engineers Drawings and Specification, (MEINHARDT) - MEP Engineers Drawings and Specification, (MEINHARDT) 	<p>EXTENTS AND BOUNDARIES</p> <p>These drawings combine survey and site information produced by others and as such should be verified for accuracy.</p> <p>Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D Surveys, produced by:</p> <p>'Sumo Services Ltd' Drawing numbers: SCRO185/02 / SCRO185/01 / SCRO185/03 Date of creation: 21.12.2020 / 14.01.2021 / 09.12.2019</p> <p>'Aworth Survey Consultants' Drawing numbers: 3553-2/61/7 Date of creation: 28.12.2009</p> <p>The application boundary has been derived by title plan and land ownership reports and produced by: Velocity Transport Drawing no: 4300-1100-T-023 Produced: Dec 20</p> <p>Spot levels are defined as AOD and reflected in metres</p>	<p>NOTES</p> <p>Room Key:</p> <ul style="list-style-type: none"> 1B1P 1B2P 2B3P / 2B4P 2B3P / 2B4P WCA 3B5P / 3B6P 3B5P / 3B6P WCA 4B7P <p>Tenure Key:</p> <ul style="list-style-type: none"> MA- Market Sale SO - Shared Ownership SR - Social Rent <p>UNIT NUMBER</p> <p>Plot Tenure Level Number on Level BX, XX, LXX, XX</p> <p>UNIT TYPE</p> <p>XBXP, TX (. WCA) (L H) Occupancy Wheelchair Accessible Handed</p>	<p>REVISION</p> <table border="1"> <thead> <tr> <th>revision</th> <th>date</th> <th>amendment</th> </tr> </thead> <tbody> <tr> <td>PO1</td> <td>01-10-2021</td> <td>Amendments Pre Planning Submission</td> </tr> <tr> <td>PO2</td> <td>15-10-2021</td> <td>Planning</td> </tr> <tr> <td>PO3</td> <td>25-03-2022</td> <td>Planning Revision A</td> </tr> <tr> <td>PO4</td> <td>05-09-2023</td> <td>GLA 2 Stair Planning Addendum</td> </tr> <tr> <td>PO5</td> <td>19-09-2023</td> <td>GLA 2 Stair Planning Addendum</td> </tr> <tr> <td>PO6</td> <td>28-02-2024</td> <td>Tenure Key Added</td> </tr> <tr> <td>PO7</td> <td>29-02-2024</td> <td>Revision Clouds Removed</td> </tr> </tbody> </table> <p>SCALE BAR</p> <p>0 150 300 750 1500 mm</p>	revision	date	amendment	PO1	01-10-2021	Amendments Pre Planning Submission	PO2	15-10-2021	Planning	PO3	25-03-2022	Planning Revision A	PO4	05-09-2023	GLA 2 Stair Planning Addendum	PO5	19-09-2023	GLA 2 Stair Planning Addendum	PO6	28-02-2024	Tenure Key Added	PO7	29-02-2024	Revision Clouds Removed	<p>LEGEND</p> <ul style="list-style-type: none"> OUTLINE PROPOSALS APPLICATION BOUNDARY DETAILED PROPOSALS APPLICATION BOUNDARY DETAILED PROPOSALS APPLICATION PLOT LOCATOR 	<p>35 Mare Street, London, E8 3GE Tel: +44 (0)20 7566 7440 www.morrisandcompany.com</p> <p>Do not scale from this drawing - All dimensions to be checked on site by the Contractor - And such dimensions to be their responsibility - Report all drawing errors and omissions to the Architect - All dimensions in millimeters unless noted otherwise - If in doubt ask Contract Administrator</p> <p>job title Aberfeldy Village</p> <p>drawing title / location PLOT H - PROPOSED THIRD FLOOR PLAN</p> <p>status S4 - FOR APPROVAL</p> <p>scale As indicated @ A1</p> <table border="1"> <thead> <tr> <th>project</th> <th>originator</th> <th>zone</th> <th>level</th> <th>type</th> <th>role</th> <th>number</th> <th>status - revision</th> </tr> </thead> <tbody> <tr> <td>A303</td> <td>MCO</td> <td>BH</td> <td>03</td> <td>DR</td> <td>A</td> <td>06133</td> <td>PO7</td> </tr> </tbody> </table>	project	originator	zone	level	type	role	number	status - revision	A303	MCO	BH	03	DR	A	06133	PO7
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A303	MCO	BH	03	DR	A	06133	PO7																																						



BH1/2 typical plan (L04, O6)



Refer to sheet A303-MCO-BH-02-DR-06132
for typical plan for H3 (L02-L04)

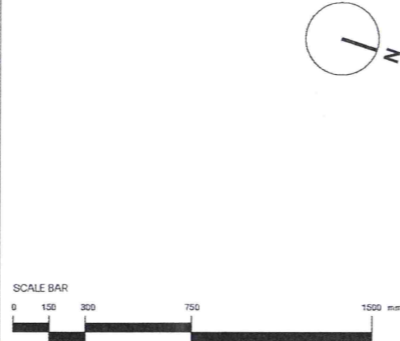
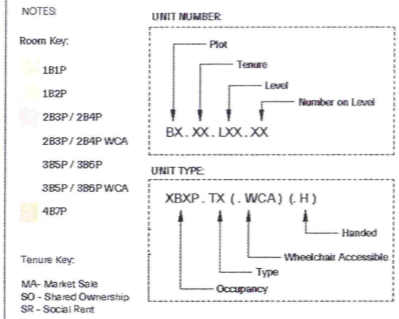
JCOOP
O.R.
L.f. he
C.H.L
P
N.H
T.M.

1 BH PLN 04
06134 1:150

Plan 6D

SUPPLEMENTARY INFORMATION:
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- Aberfeldy Village, Phase A, Design and Access Statement
Drawings should be read in conjunction with information prepared by other consultants (where applicable):
- Landscape Design Drawings (LDA)
- Structural Engineers Drawings and Specification (MERNHARDT)
- MEP Engineers Drawings and Specification (MERNHARDT)

EXTENTS AND BOUNDARIES:
These drawings combine survey and site information produced by others and as such should be verified for accuracy.
Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D Surveys, produced by:
Sumo Services Ltd
Drawing numbers: SOR018502 / SOR018561 / SOR018539
Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019
Worth Survey Consultants
Drawing numbers: 3553-2/5/6/7
Date of creation: 18.12.2009
The application boundary has been derived by title plan and land ownership reports and produced by:
Viscosity Transport
Drawing no 4060-1100-T-023
Produced: Dec 20
Spot levels are defined as AOD and reflected in metres



revision	date	amendment
P01	01-10-2021	Amendments Pre Planning Submission
P02	15-10-2021	Planning
P03	25-03-2022	Planning Revision A
P04	06-09-2023	GLA 2 Stair Planning Addendum
P05	19-09-2023	GLA 2 Stair Planning Addendum
P06	28-02-2024	Tenure Key Added
P07	29-02-2024	Revision Clouds Removed



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job title
Aberfeldy Village

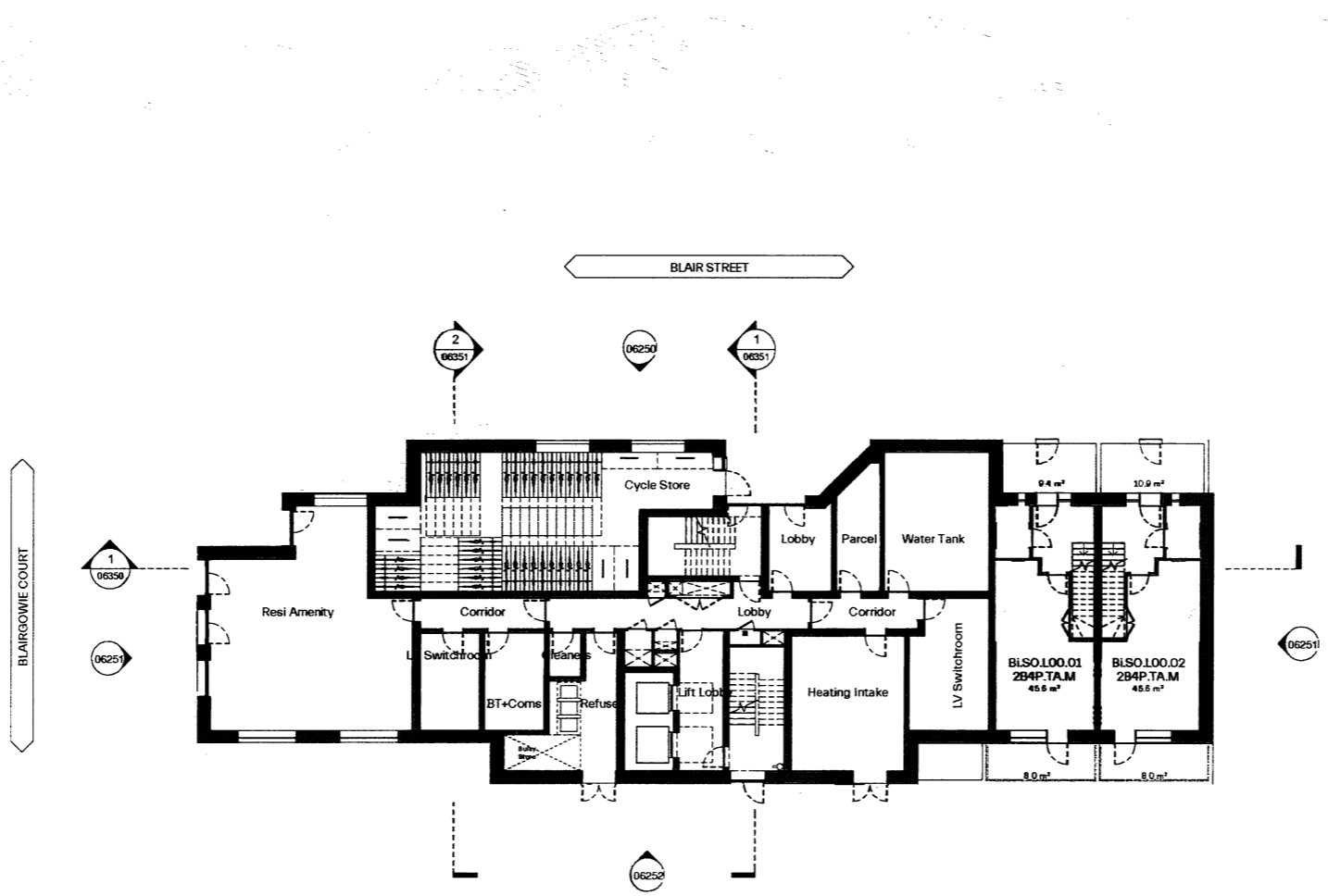
drawing title / location
PLOT H - PROPOSED FOURTH FLOOR PLAN

status
S4 - FOR APPROVAL

scale
As indicated @ A1

project	originator	zone	level	type	role	number	status - revision
A303	MCO	BH	04	DR	A	06134	P07

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1 BI PLN 00
06150 1:150

SUPPLEMENTARY INFORMATION:

These drawings reflect the current position of the scheme development at RBA Stage 2, they should be read in conjunction with the following information prepared by Morris+Company:

- Aberfeldy Village, Phase A, Design and Access Statement

Drawings should be read in conjunction with information prepared by other consultants (where applicable):

- Landscape Design Drawings (LDA)
- Structural Engineers Drawings and Specification (MEINHARDT)
- MEP Engineers Drawings and Specification (MEINHARDT)

EXTENTS AND BOUNDARIES:

These drawings combine survey and site information produced by others and as such should be verified for accuracy.

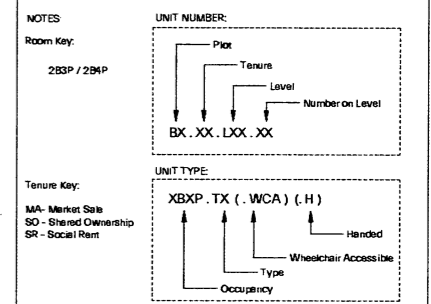
Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D Surveys, produced by:

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Drawing numbers: SOR018502 / SOR018561/ SOR018539
Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019
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Drawing numbers: 3553-2/5/6/7
Date of creation: 18.12.2009

The application boundary has been derived by title plan and land ownership reports and produced by:

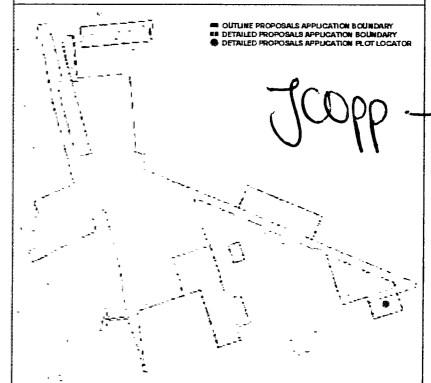
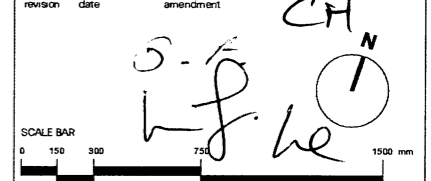
- Velocity Transport
Drawing no: 4060-1100-T-023
Produced: Dec 20

Spot levels are defined as AOD and reflected in metres.



Plan 6E

revision	date	amendment
P07	29-02-2024	Revision Clouds Removed
P06	28-02-2024	Tenure Key Added
P05	25-01-2023	Planning Addendum 2 Stair Adjustments
P04	09-09-2022	GLA Stage 1 Fire Adjustments
P03	25-03-2022	Planning Revision A
P02	15-10-2021	Planning
P01	01-10-2021	Amendments Pre Planning Submission



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35 Mare Street, London, E9 3QE
Tel: +44 (0)20 7586 7940
www.morrisandcompany.com

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job title
Aberfeldy Village

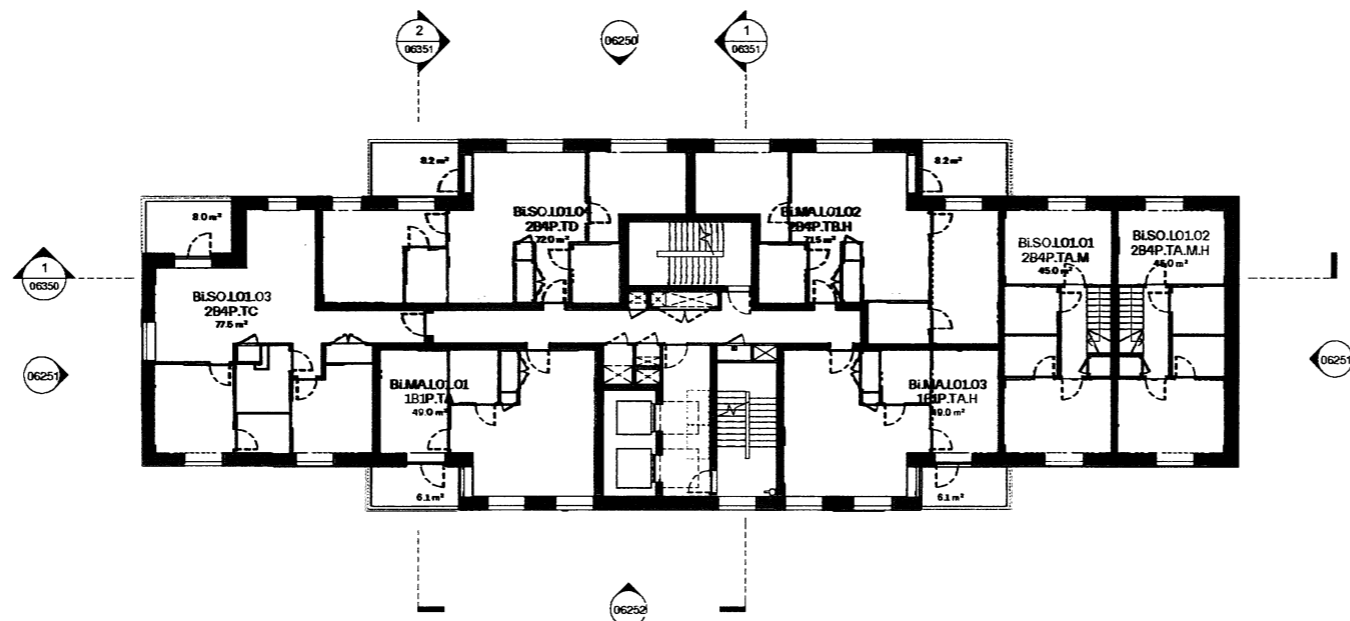
drawing title /
PLOT 1 - PROPOSED GROUND FLOOR PLAN

status
S4 - FOR APPROVAL

scale
As indicated @ A1

project	originator	zone	level	type	role	number	revision
A303	MCO	Bi	00	DR	A	06150	P07

NH
RD
TM.



1
06151
BI-PLN 01
1: 150

SUPPLEMENTARY INFORMATION:

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- Aberfeldy Village Phase A, Design and Access Statement

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Aworth Survey Consultants
Drawing numbers: 3553-2/5/6/7
Date of creation: 18.12.2009

The application boundary has been derived by title plan and land ownership reports and produced by:
Viasity Transport
Drawing no: 4060-1100-T-023
Produced: Dec 20

Spot levels are defined as AOD and reflected in metres

NOTES:

Room Key:

1B1P
1B2P
2B3P / 2B4P

UNIT NUMBER:

Plot
Tenure
Level
Number on Level
BX . XX . LXX . XX

Tenure Key:

MA - Market Sale
SO - Shared Ownership
SR - Social Rent

UNIT TYPE:

XBXP . TX (. WCA) (. H)

Occupancy
Type
Wheelchair Accessible
Handled

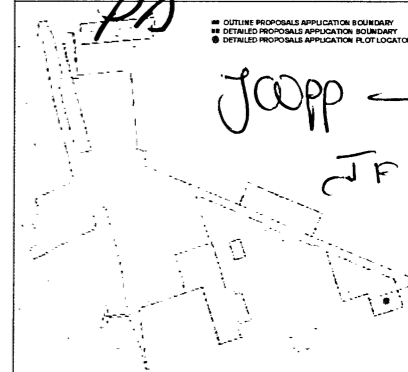
Plan 6F

P07	29-02-2024	Revision Clouds Removed
P06	28-02-2024	Tenure Key Added
P05	25-01-2023	Planning Addendum 2 Stair Adjustments
P04	09-09-2022	GLA Stage 1 Fire Adjustments
P03	25-03-2022	Planning Revision A
P02	15-10-2021	Planning
P01	01-10-2021	Amendments Pre Planning Submission

revision date amendment

CHL
S.F. we NHT
TM.

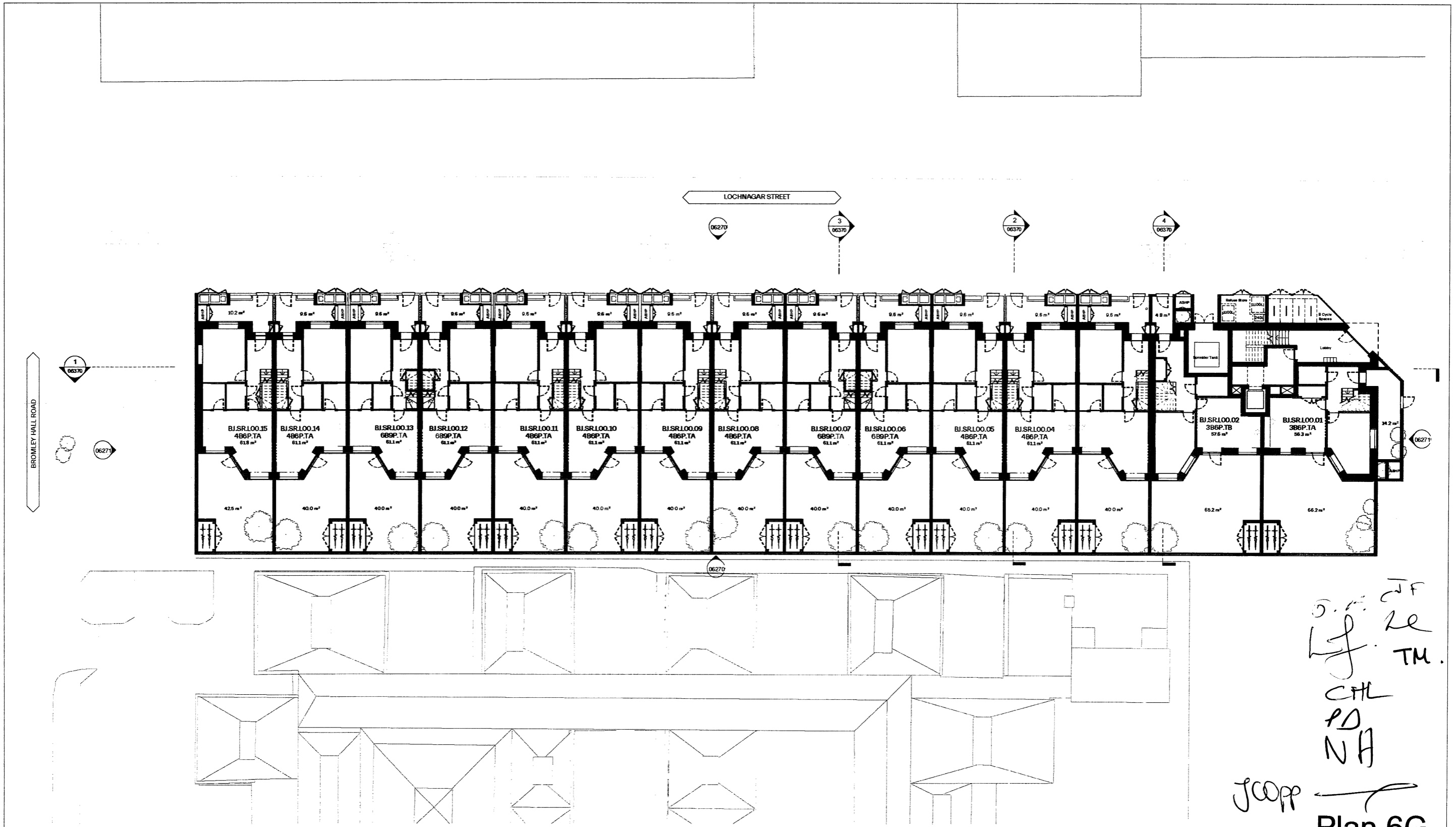
SCALE BAR
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job title	Aberfeldy Village
drawing title /	PLOT 1 - PROPOSED FIRST FLOOR PLAN
status	S4 - FOR APPROVAL
scale	As indicated @ A1
project	A303
originator	MCO
zone	BI
level	01
type	DR
date	A
number	06151
revision	PO7



JF
 RL
 TM.
 CHL
 PD
 NA
 JCOOP

Plan 6G

1 BJ PLN 00
06170 1:150

SUPPLEMENTARY INFORMATION

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- Aberfeldy Village, Phase A, Design and Access Statement

Drawings should be read in conjunction with information prepared by other consultants (where applicable):

- Landscape Design Drawings (LDA)
- Structural Engineers Drawings and Specification (MEINHARDT)
- MEP Engineers Drawings and Specification (MEINHARDT)

EXTENTS AND BOUNDARIES

These drawings combine survey and site information produced by others and as such should be verified for accuracy.

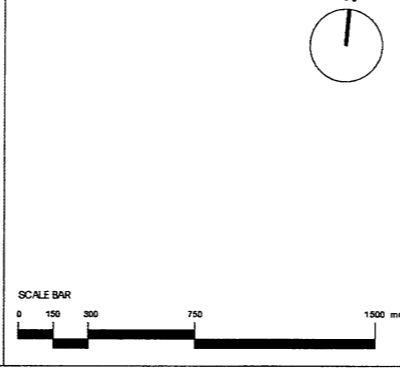
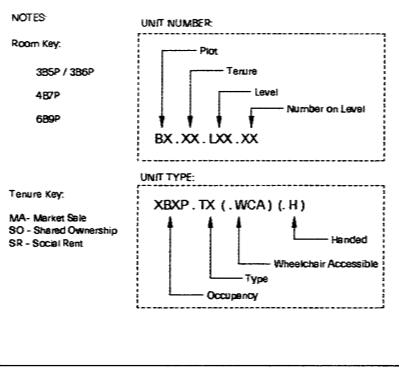
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'Sumo Services Ltd'
 Drawing numbers: SOR018502 / SOR018561 / SOR018539
 Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019

'Aworth Survey Consultants'
 Drawing numbers: 3553-2/5/6/7
 Date of creation: 18.12.2009

The application boundary has been derived by title plan and land ownership reports and produced by:
 Velocity Transport
 Drawing no: 4060-1100-T-023
 Produced: Dec 20

Spot levels are defined as AOD and reflected in metres



revision	date	amendment
P01	01-10-2021	Amendments Pre Planning Submission
P02	15-10-2021	Planning
P03	25-03-2022	Planning Revision A
P04	28-02-2024	Tenure key added
P05	29-01-2024	Revision Clouds Removed



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job title
 Aberfeldy Village

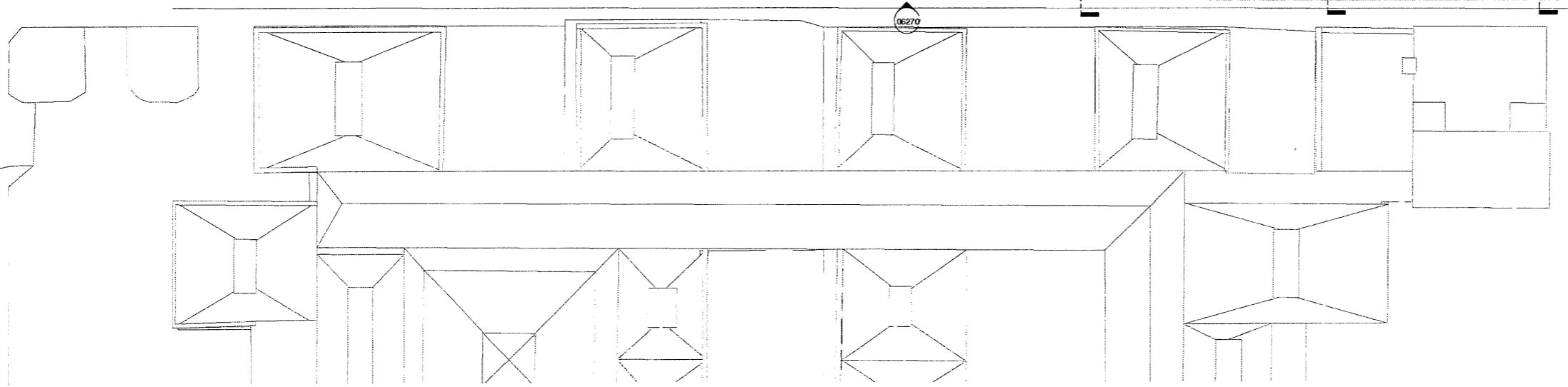
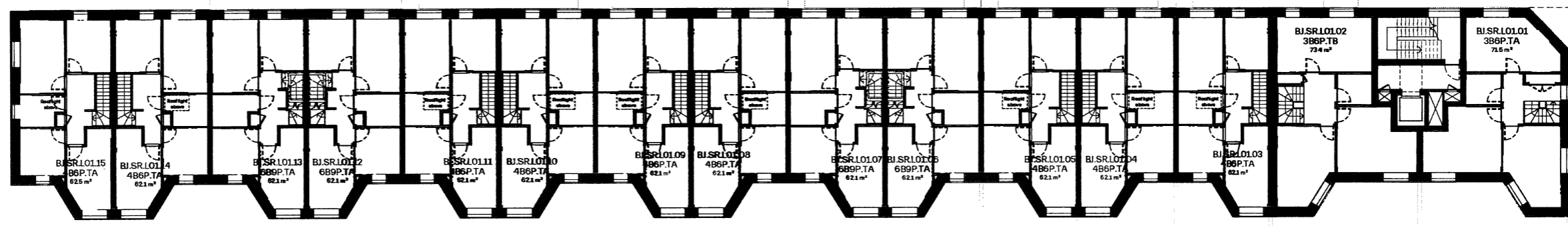
drawing title / location
 PLOT J - PROPOSED GROUND FLOOR PLAN

status
 S4 - FOR APPROVAL

scale
 As indicated @ A1

project	originator	zone	level	type	role	number	status - revision
A303	MCO	BJ	00	DR	A	06170	P05

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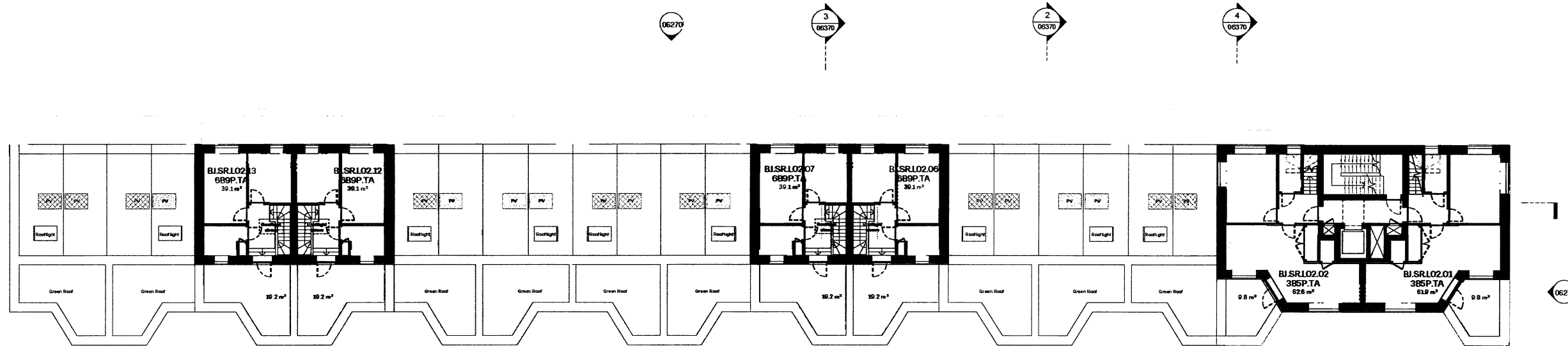


J.F.
 JCOPP
 S. J.
 L. J. W.
 C.F.L.
 P.D.
 N.H. TM.

Plan 6H

1
 06171
 BJ PLN 01
 1 : 150

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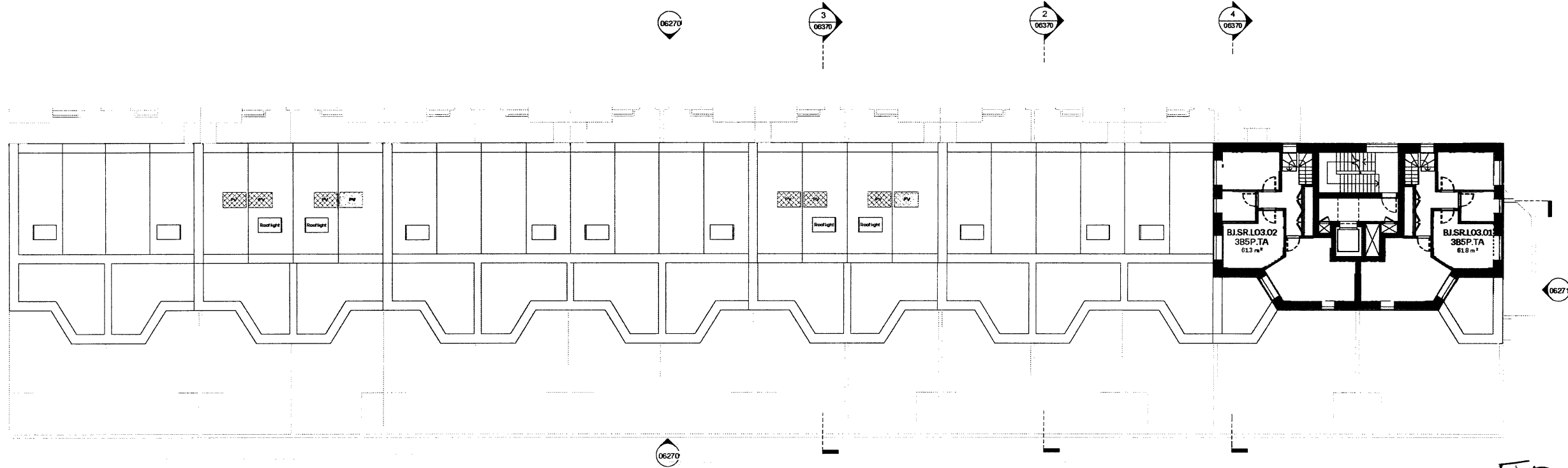


NH
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 CHL TM
 PD

1 BJ PLN 02
 06172 1:150

Plan 61

<p>SUPPLEMENTARY INFORMATION</p> <p>These drawings reflect the current position of the scheme development at RIBA Stage 2, they should be read in conjunction with the following information prepared by Morris+Company:</p> <ul style="list-style-type: none"> - Aberfeldy Village, Phase A, Design and Access Statement <p>Drawings should be read in conjunction with information prepared by other consultants (where applicable):</p> <ul style="list-style-type: none"> - Landscape Design Drawings (LDA) - Structural Engineers Drawings and Specification (MENHARDT) - MEP Engineers Drawings and Specification (MENHARDT) 	<p>EXTENTS AND BOUNDARIES</p> <p>These drawings combine survey and site information produced by others and as such should be verified for accuracy.</p> <p>Existing site information, context, surrounding infrastructure, neighboring building extents and plots are derived from 2D Surveys, produced by:</p> <p>Sumo Services Ltd Drawing numbers: SOR018502 / SOR018563 / SOR018530 Date of creation: 17.12.2020 / 31.01.2021 / 09.12.2019</p> <p>*Aworth Survey Consultants* Drawing numbers: 3553-2/5/6/7 Date of creation: 18.12.2009</p> <p>The application boundary has been derived by title plan and land ownership reports and produced by: Viasity Transport Drawing no: 4050-1100-T-023 Produced: Dec 20</p> <p>Spot levels are defined as AOD and reflected in metres</p>	<p>NOTES</p> <p>Room Key:</p> <p>3BSP / 3B6P 4B7P 6B6P</p> <p>Tenure Key:</p> <p>MA- Market Sale SO - Shared Ownership SR - Social Rent</p> <p>UNIT NUMBER:</p> <p>Plot Tenure Level Number on Level</p> <p>BX .XX .LXX .XX</p> <p>UNIT TYPE:</p> <p>XBXP .TX (.WCA) (.H)</p> <p>Handed Wheelchair Accessible Type Occupancy</p>	<p>SCALE BAR</p> <p>0 150 300 750 1500 mm</p> <p>N</p>	<table border="1"> <thead> <tr> <th>revision</th> <th>date</th> <th>amendment</th> </tr> </thead> <tbody> <tr> <td>P01</td> <td>01-10-2021</td> <td>Amendments Pre Planning Submission</td> </tr> <tr> <td>P02</td> <td>15-10-2021</td> <td>Planning</td> </tr> <tr> <td>P03</td> <td>25-03-2022</td> <td>Planning Revision A</td> </tr> <tr> <td>P04</td> <td>12-05-2022</td> <td>Planning Update</td> </tr> <tr> <td>...</td> <td>2 - 0 - 2022</td> <td>.....</td> </tr> <tr> <td>.. 6</td> <td>29-0 - 2022</td> <td>Revision Clouds Removed</td> </tr> </tbody> </table>	revision	date	amendment	P01	01-10-2021	Amendments Pre Planning Submission	P02	15-10-2021	Planning	P03	25-03-2022	Planning Revision A	P04	12-05-2022	Planning Update	...	2 - 0 - 2022 6	29-0 - 2022	Revision Clouds Removed	<p> ■ OUTLINE PROPOSALS APPLICATION BOUNDARY ■ DETAILED PROPOSALS APPLICATION BOUNDARY ■ DETAILED PROPOSALS APPLICATION PLOT LOCATOR </p>	<p>MORRIS+COMPANY 15 Mare Street, London, E8 3QE Tel: +44 (0)20 7556 7440 www.morrisandcompany.com</p> <ul style="list-style-type: none"> - Do not scale from this drawing - All dimensions to be checked on site by the Contractor - And such dimensions to be their responsibility - Report all drawing errors and omissions to the Architect - All dimensions in millimeters unless noted otherwise - If in doubt ask Contract Administrator <p>Job title Aberfeldy Village</p> <p>drawing title / location PLOT J - PROPOSED SECOND FLOOR PLAN</p> <p>status S4 - FOR APPROVAL</p> <p>scale As indicated @ A1</p> <table border="1"> <thead> <tr> <th>project</th> <th>originator</th> <th>zone</th> <th>level</th> <th>type</th> <th>role</th> <th>number</th> <th>status - revision</th> </tr> </thead> <tbody> <tr> <td>A303</td> <td>MCO</td> <td>BJ</td> <td>02</td> <td>DR</td> <td>A</td> <td>06172</td> <td>P06</td> </tr> </tbody> </table> <p>© Morris+Company Ltd</p>	project	originator	zone	level	type	role	number	status - revision	A303	MCO	BJ	02	DR	A	06172	P06
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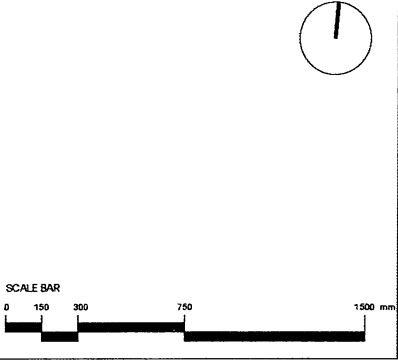
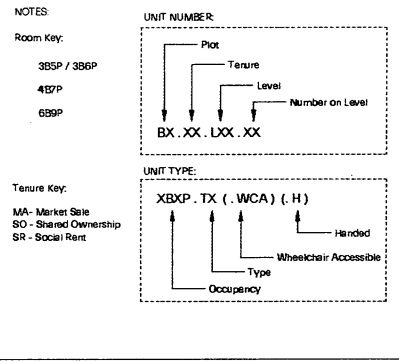
NH JF
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 CAPL TM.
 PD
 Joopp

Plan 6J

1 BJ PLN 03
 06173 1 : 150

SUPPLEMENTARY INFORMATION:
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 - Aberfeldy Village, Phase A, Design and Access Statement
 Drawings should be read in conjunction with information prepared by other consultants (where applicable):
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 - Structural Engineers Drawings and Specification (MEINHARDT)
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 Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019
 - 'A'worth Survey Consultants
 Drawing numbers: 3553-2/5/6/7
 Date of creation: 18.12.2009
 The application boundary has been derived by title plan and land ownership reports and produced by:
 - Viscosity Transport
 Drawing no: 4060-1100-T-023
 Produced: Dec 20
 Spot levels are defined as AOD and reflected in metres



revision	date	amendment
P01	01-10-2021	Amendments Pre Planning Submission
P02	15-10-2021	Planning
P03	25-03-2022	Planning Revision A
P04	12-05-2022	Planning Update
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.. 6	29-0--202	Revision Clouds Removed



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job title
Aberfeldy Village

drawing title / location
PLOT J - PROPOSED THIRD FLOOR PLAN

status
S4 - FOR APPROVAL

scale
As indicated @ A1

project	originator	zone	level	type	role	number	status - revision
A303	MCO	BJ	03	DR	A	06173	P06

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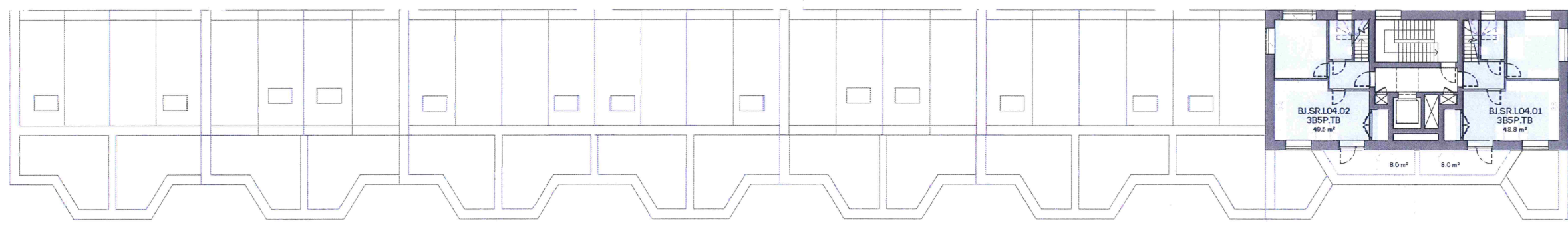
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JF
 SIR.
 Lij. Le
 CHL TM
 PD
 NH
 JCopp

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BJ PLN 04
1:150

Plan 6K

SUPPLEMENTARY INFORMATION:

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 Date of creation: 17.12.2020 / 14.01.2021 / 09.12.2019
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 Drawing numbers: 3553-2/5/6/7
 Date of creation: 18.12.2009

The application boundary has been derived by title plan and land ownership reports and produced by:
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 Drawing no. 4060-1100-T-023
 Produced Dec 20

Spot levels are defined as AOD and reflected in metres

NOTES:

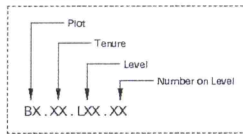
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- 3BSP / 3BSP
- 4BSP
- 6BSP

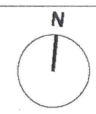
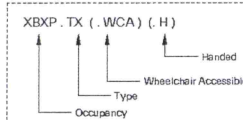
Tenure Key:

- MA - Market Sale
- SO - Shared Ownership
- SR - Social Rent

UNIT NUMBER



UNIT TYPE



revision	date	amendment
P01	01-10-2021	Amendments Pre Planning Submission
P02	15-10-2021	Planning
P03	25-03-2022	Planning Revision A
P04	12-05-2022	Planning Update
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--6	29-0 -202-	Revision Clouds Removed



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job title Aberfeldy Village						
drawing title / location PLOT 1 - PROPOSED FOURTH FLOOR PLAN						
status S4 - FOR APPROVAL						
scale As indicated @ A1						
project	originator	zone	level	type	role	number
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						status - revision
						P06

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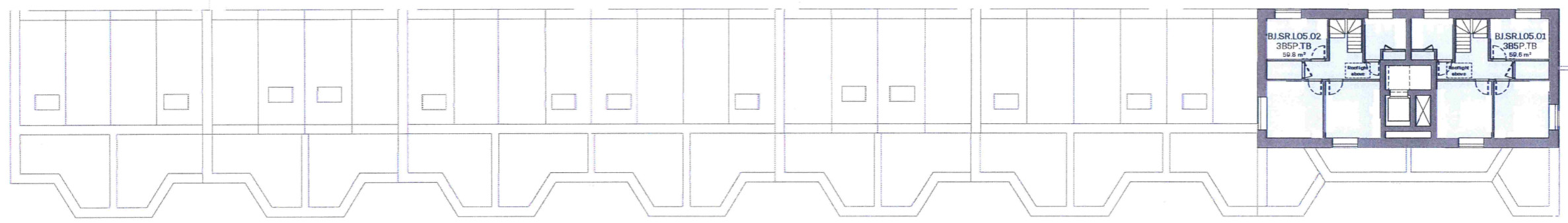
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06271



JF
 NH
 S.K.
 L.J. W
 CHL
 TM. *(signature)*
 JCopp *(signature)*

1
06175 BJ PLN 06
1 : 150

Plan 6L

SUPPLEMENTARY INFORMATION

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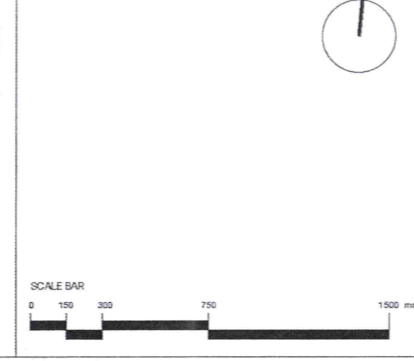
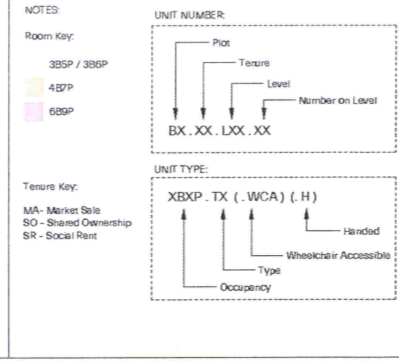
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- Aworth Survey Consultants
Drawing numbers: 3553-2/5/6/7
Date of creation: 16.12.2009

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- Velocity Transport
Drawing no: 4060-1100-T-023
Produced: Dec 20

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job title
Aberfeldy Village

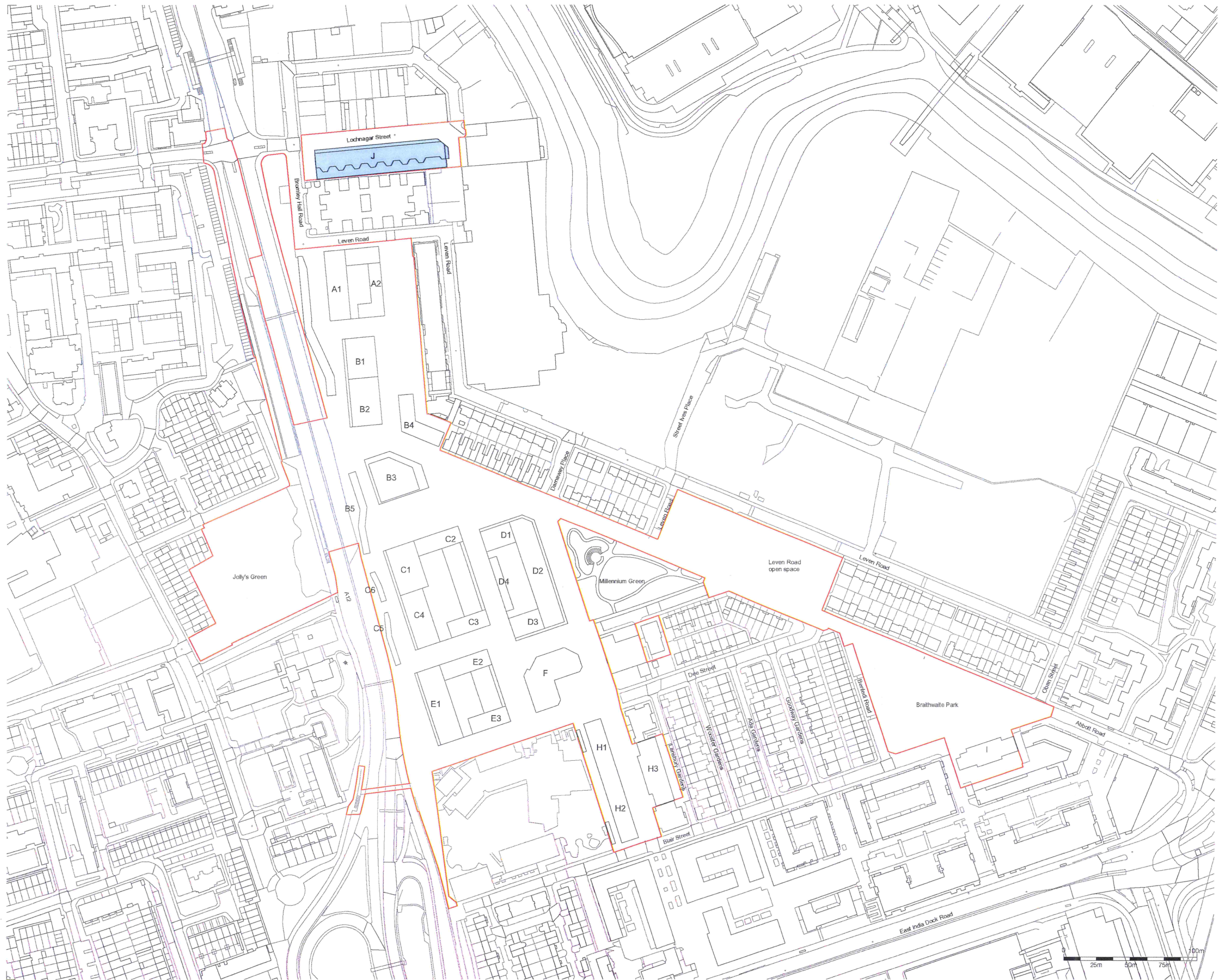
drawing title / location
PLOT J - PROPOSED FIFTH FLOOR PLAN

status
S4 - FOR APPROVAL

scale
As indicated @ A1

project	originator	zone	level	type	rate	number	status - revision
A303	MCO	BJ	05	DR	A	06175	P06

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Notes

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- Hybrid planning application boundary
- Plot J Extent including gardens and curtilage
- Building Footprint (refer to Parameter Plans for maximum development footprint of buildings in outline phases)
- A Plot Reference

JP
 JCOPP
 LF
 OFK
 CHL
 AD
 NH
 TM

Plan 7

0 07/02/24 For Information LA
 Rev Date Description Drawn / Checked

Project name

Aberfeldy New Masterplan

Drawing number Rev

3663 - LB - ZZ - ZZ - DR - A - 000301 0

Drawing

Plot J Location Plan

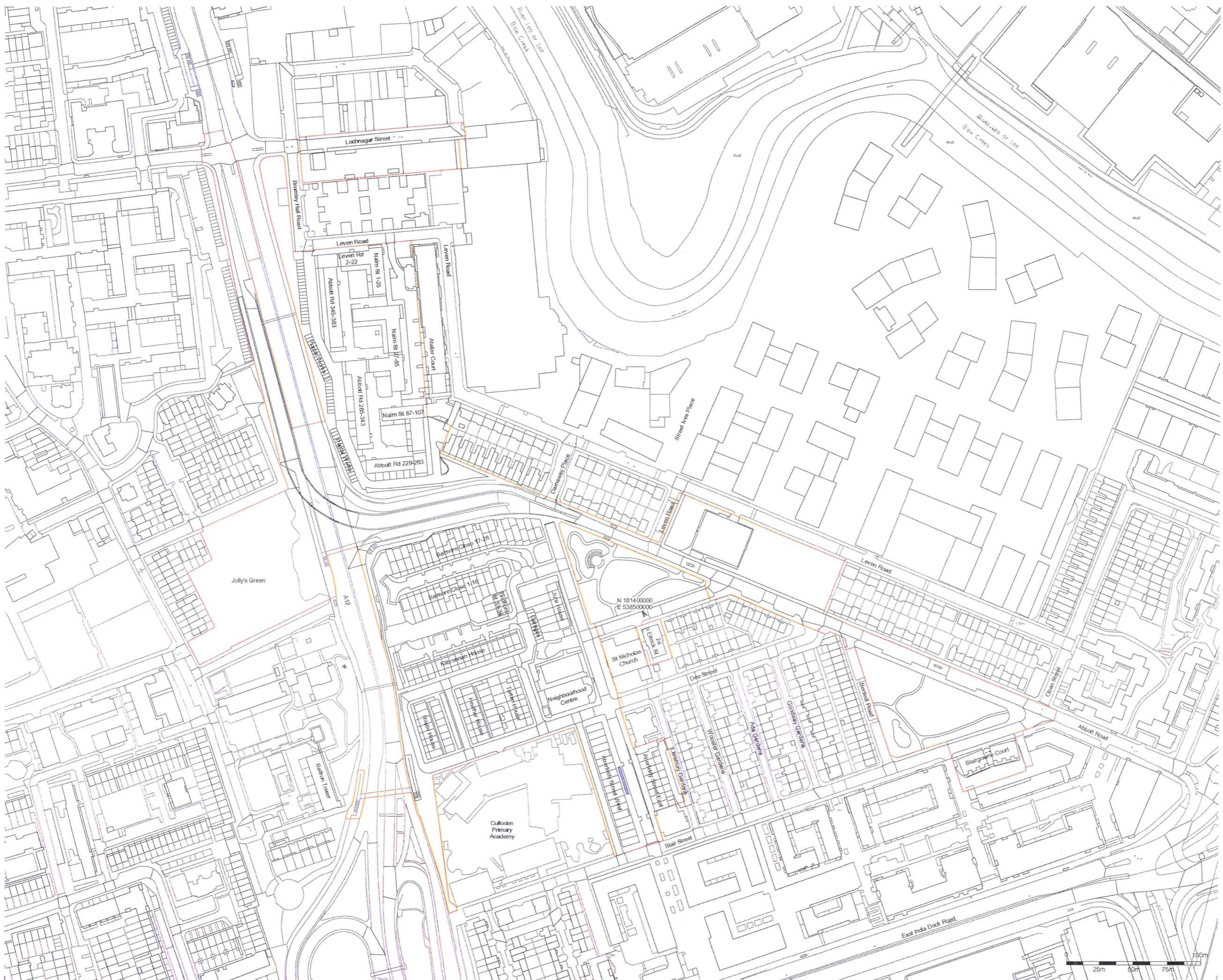
Purpose of issue
 For Information

Scale Date
 1 : 1250 @ A1 01/02/24

Client
 EcoWorld London

London
 Thane Studio
 2-4 Thane Villas
 London N7 7PA
 +44 (0)20 7275 7676
Manchester
 Standed Warehouse
 10 Lower Bryson Street
 Manchester M3 4AP
 +44 (0)161 669 0740
Levitt Bernstein
 levittbernstein.co.uk





Notes

1. Do not scale this drawing.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.
4. Drawing to be read with all other issued information. Any discrepancies to be brought to the attention of the architect.
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This is not a construction drawing, it is unsuitable for the purpose of construction and must on no account be used as such.

- Hybrid planning application boundary
- Location of TFL Cycle Docking Station (extent shown indicatively)

JF
 JCOPP
 S.F.
 L.J.F. we
 C.H.
 R.
 N.I.F.
 T.M.

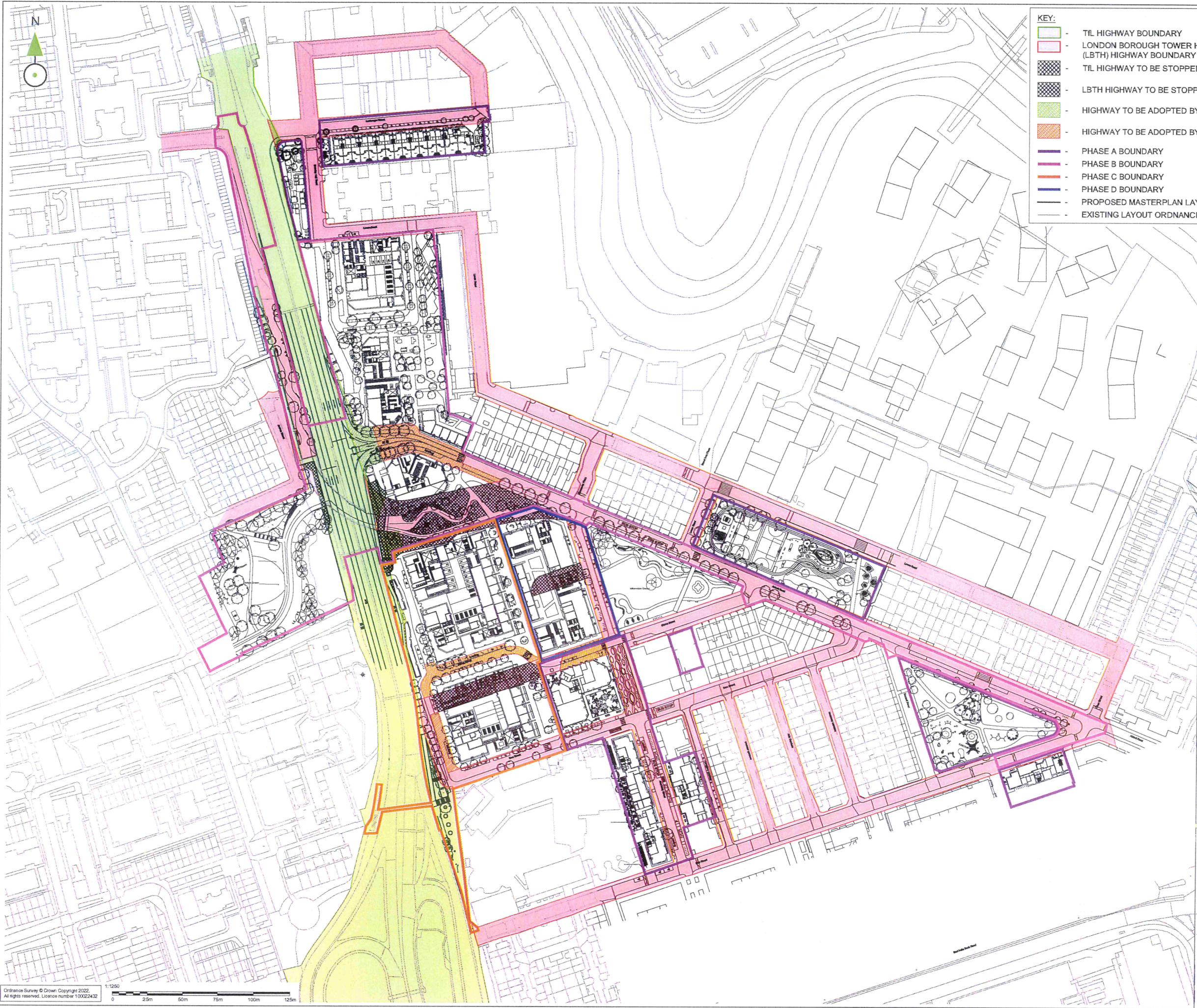
Plan 8

0	12/02/24	For Information	LA
Rev	Date	Description	Drawn / Checked
Project name			

Aberfeldy New Masterplan			
Drawing number	Rev		
3663 - LB - ZZ - ZZ - DR - A - 000307			0
Drawing			

TFL Cycle Hire Location Plan			
Purpose of issue			
For Information			
Scale	Date		
1 : 1250 @ A1	12/02/24		
Client			
EcoWorld London			

Levitt Bernstein
 levittberstein.co.uk
 London
 Thane Studios
 2-4 Thane Way
 London N7 7PA
 +44 (0)20 7275 7576
Manchester
 Bonded Warehouse
 11 Lower Byron Street
 Manchester M3 4AP
 +44 (0)161 689 8740



KEY:

- TIL HIGHWAY BOUNDARY
- LONDON BOROUGH TOWER HAMLETS (LBTH) HIGHWAY BOUNDARY
- TIL HIGHWAY TO BE STOPPED UP
- LBTH HIGHWAY TO BE STOPPED UP
- HIGHWAY TO BE ADOPTED BY TIL
- HIGHWAY TO BE ADOPTED BY LBTH
- PHASE A BOUNDARY
- PHASE B BOUNDARY
- PHASE C BOUNDARY
- PHASE D BOUNDARY
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
 5. THE TOPOGRAPHICAL SURVEY INFORMATION HAS BEEN PROVIDED BY VARIOUS SURVEYS COMPANIES AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.
 9. THIS DRAWING IS BASED ON THE LEVITT BERNSTEIN MASTERPLAN DESIGN DRAWING NUMBER 3663-LB-ZZ-00-DR-000201 (DATED 07/04/2022) AND IS SUBJECT TO REVIEW AND FURTHER DESIGN DEVELOPMENT DURING EACH PHASE OF THE HIGHWAY WORKS.

JF
 JOOP
 O.K
 W.f. W
 CHL
 PD
 NH
 TM.

Plan 9

Rev	Date	Description	TC	LH	LH

VELOCITY
 Transport Planning
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Drawing Status: **S2 - FOR INFORMATION**



Project Title: ABERFELDY VILLAGE					
Drawing Title: MASTERPLAN HIGHWAY WORKS					
Scale @ A1	Date	Designed/Drawn	Checked	Approved	
1:1250	17/02/23	AMG	LH	LH	
Project Ref	Drawing Number				Rev
4060-1100	4606-1100-T-141				A

Drawing file: 4060-1100-T-141 - Masterplan Highway Works.dwg Date: Feb 17, 2023, 6:43pm

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 1:1250
 0 25m 50m 75m 100m 125m

POPLAR RIVERSIDE CAR CLUB BAY LOCATION

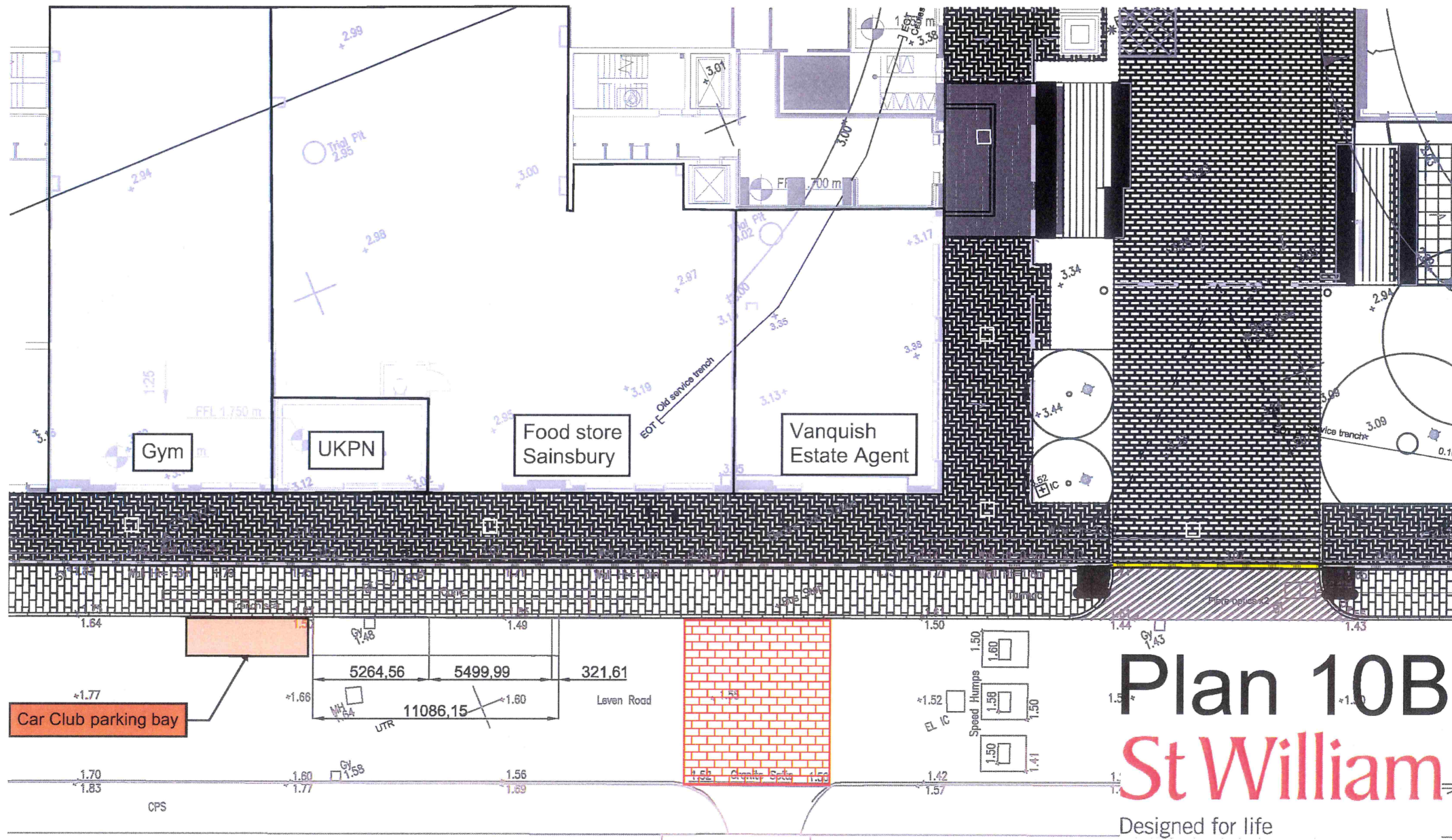


Plan 10A

St William

Designed for life

Title: Poplar Riverside Car club location
By: FA
Date: 08/03/24



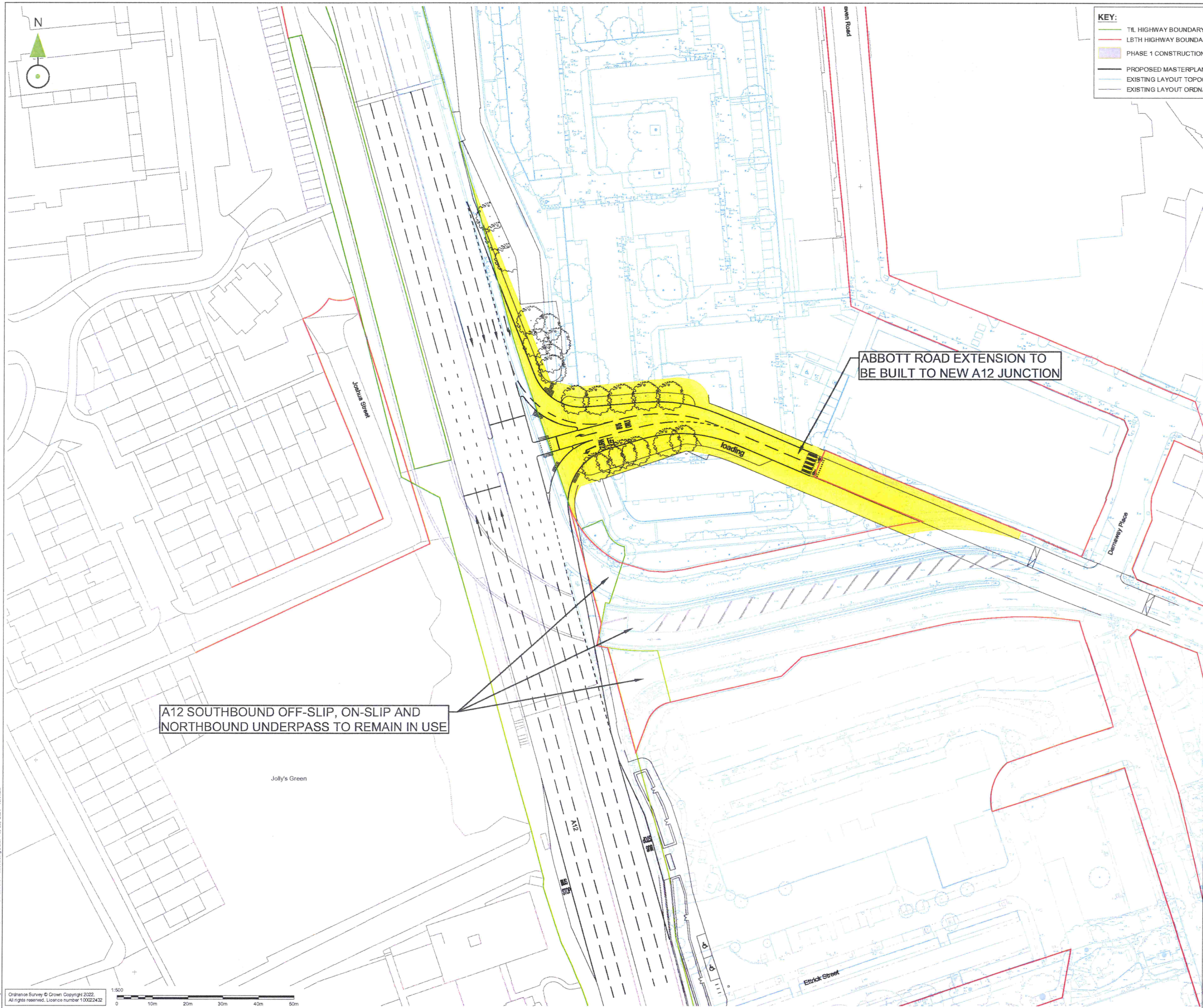
Plan 10B

St William

Designed for life

Title: Poplar Riverside Car club location
 By: FA
 Date: 08/03/24

JF
 JCopp
 CHL
 O.K.
 J.J. W
 N.H.
 TM.



KEY:

- TL HIGHWAY BOUNDARY
- LBTH HIGHWAY BOUNDARY
- PHASE 1 CONSTRUCTION AREA
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT TOPOGRAPHICAL SURVEY
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
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 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

ABBOTT ROAD EXTENSION TO BE BUILT TO NEW A12 JUNCTION

A12 SOUTHBOUND OFF-SLIP, ON-SLIP AND NORTHBOUND UNDERPASS TO REMAIN IN USE

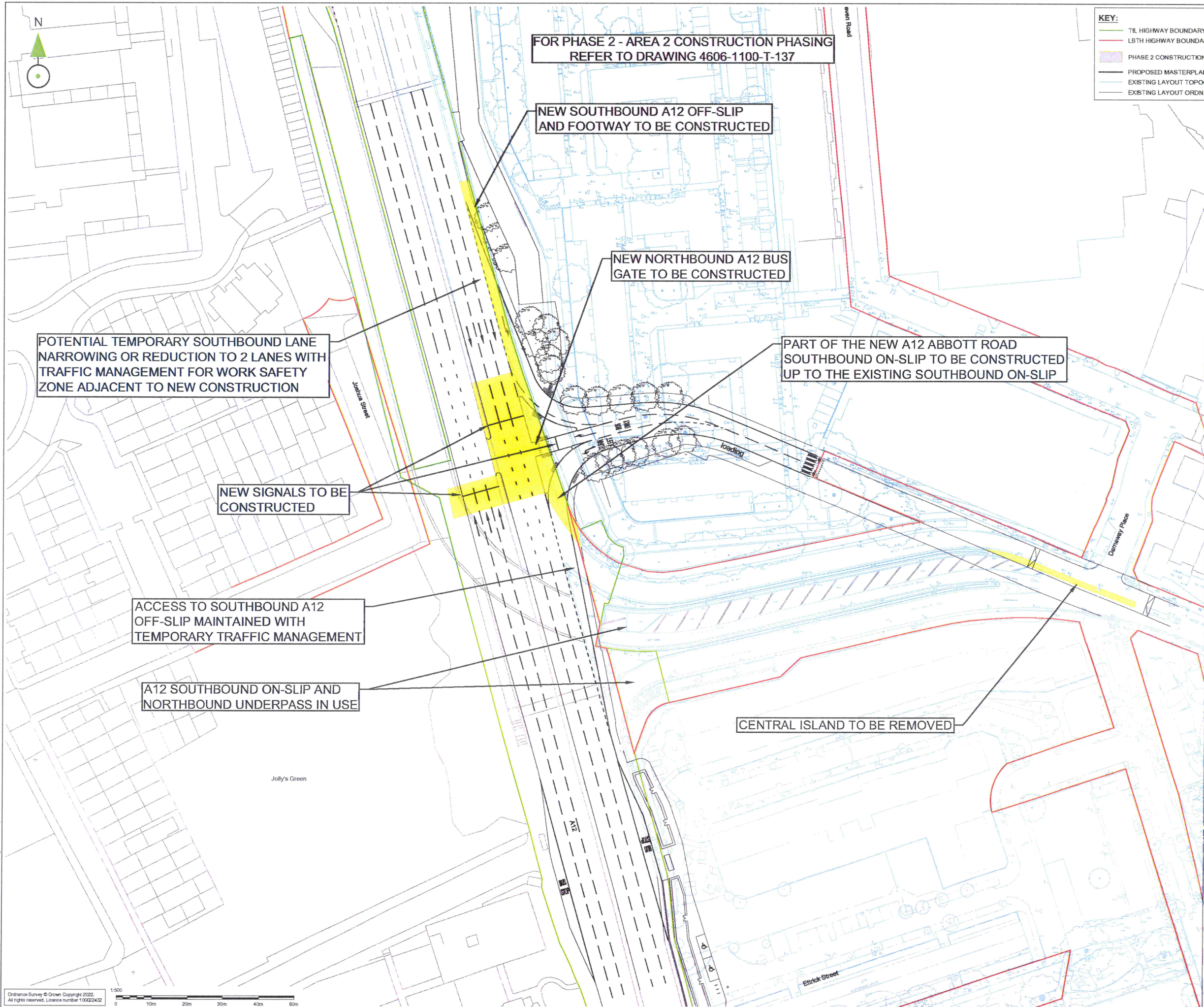
JF
 JCOPP
 CHL
 O.R.
 H.J. we
 RD
 N17
 TM.

Plan 11A

Millennium	B	23/02/24	NOTES AMENDED	AMG	LH	LH
	A	10/02/23	FIRST ISSUE	AMG	LH	LH
Rev	Date	Description		Dm	Chk	App
VELOCITY ransport Planning <small>©152,0077784V919182 PLANNING LTD</small>						
Drawing Status	S2 - FOR INFORMATION					
Client						
Architect	LEVITT BERNSTEIN					
Project Title	ABERFELDY VILLAGE					
Drawing Title	A12 JUNCTION CONSTRUCTION PHASING PHASE 1					
Scale @ A1	Date	Designed/Drawn	Checked	Approved		
1:500	10/02/23	AMG	LH	LH		
Project Ref	Drawing Number				Rev	
4060-1100	4060-1100-T-129				B	

Drawing file: 4060-1100-T-129-13A - A12 Junction Construction Phasing (Rev) Date: Feb 23, 2024 - 10x41mm
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FOR PHASE 2 - AREA 2 CONSTRUCTION PHASING
REFER TO DRAWING 4606-1100-T-137

NEW SOUTHBOUND A12 OFF-SLIP
AND FOOTWAY TO BE CONSTRUCTED

NEW NORTHBOUND A12 BUS
GATE TO BE CONSTRUCTED

PART OF THE NEW A12 ABBOTT ROAD
SOUTHBOUND ON-SLIP TO BE CONSTRUCTED
UP TO THE EXISTING SOUTHBOUND ON-SLIP

POTENTIAL TEMPORARY SOUTHBOUND LANE
NARROWING OR REDUCTION TO 2 LANES WITH
TRAFFIC MANAGEMENT FOR WORK SAFETY
ZONE ADJACENT TO NEW CONSTRUCTION

NEW SIGNALS TO BE
CONSTRUCTED

ACCESS TO SOUTHBOUND A12
OFF-SLIP MAINTAINED WITH
TEMPORARY TRAFFIC MANAGEMENT

A12 SOUTHBOUND ON-SLIP AND
NORTHBOUND UNDERPASS IN USE

CENTRAL ISLAND TO BE REMOVED

- KEY:**
- TL HIGHWAY BOUNDARY
 - LBTH HIGHWAY BOUNDARY
 - PHASE 2 CONSTRUCTION AREA
 - PROPOSED MASTERPLAN LAYOUT
 - EXISTING LAYOUT TOPOGRAPHICAL SURVEY
 - EXISTING LAYOUT ORDANCE SURVEY

- NOTES:**
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 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
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 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
 5. THE TOPOGRAPHICAL SURVEY INFORMATION HAS BEEN PROVIDED BY VARIOUS SURVEYS COMPANIES AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

JF
JCOPP
NH
CHL
TM.
O.A.
L.J.
PD

Plan 11B

Rev	Date	Description	Drn	Chk	App
C	23/02/24	NOTES AMENDED	AMG	LH	LH
B	17/02/23	DRAWING TITLE AMENDED	AMG	LH	LH
A	10/02/23	FIRST ISSUE	AMG	LH	LH

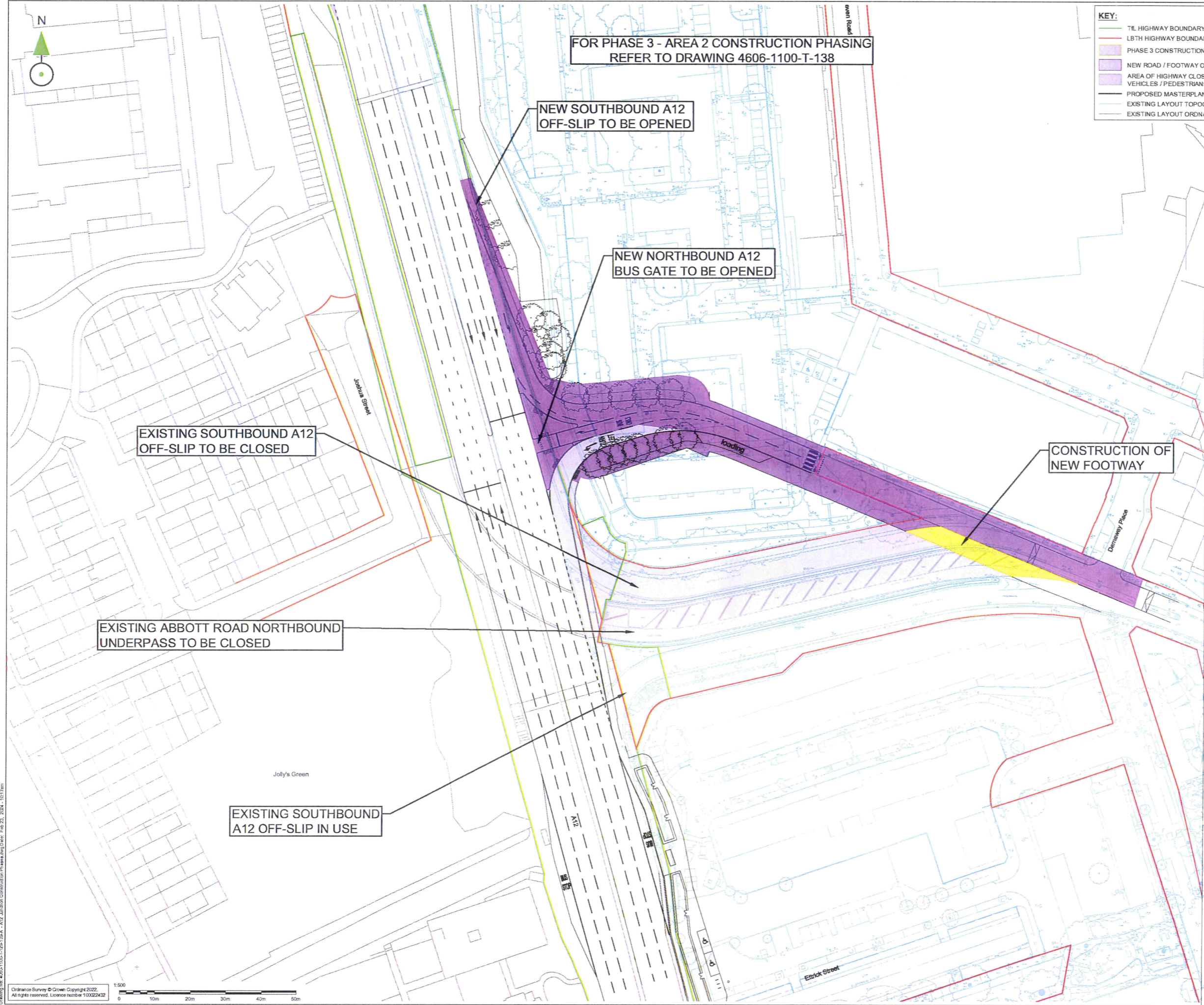
VELOCITY
transport Planning

Drawing Status: S2 - FOR INFORMATION
Client: [Redacted]
Architect: LEVITT-BERNSTEIN

Project Title: ABERFELDY VILLAGE					
Drawing Title: A12 JUNCTION CONSTRUCTION PHASING PHASE 2 - AREA 1					
Scale @ A1	Date	Designed/Drawn	Checked	Approved	
1:500	10/02/23	AMG	LH	LH	
Project Ref	Drawing Number				Rev
4060-1100	4606-1100-T-130				C

Drawing file: 4606-1100-T-130-A12 Junction Construction Phasing Area 1.dwg Date: Feb 23, 2024 - 10:43am

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FOR PHASE 3 - AREA 2 CONSTRUCTION PHASING
REFER TO DRAWING 4606-1100-T-138

NEW SOUTHBOUND A12
OFF-SLIP TO BE OPENED

NEW NORTHBOUND A12
BUS GATE TO BE OPENED

EXISTING SOUTHBOUND A12
OFF-SLIP TO BE CLOSED

CONSTRUCTION OF
NEW FOOTWAY

EXISTING ABBOTT ROAD NORTHBOUND
UNDERPASS TO BE CLOSED

EXISTING SOUTHBOUND
A12 OFF-SLIP IN USE

KEY:

- TLB HIGHWAY BOUNDARY
- LBTH HIGHWAY BOUNDARY
- PHASE 3 CONSTRUCTION AREA
- NEW ROAD / FOOTWAY OPENED FOR USE
- AREA OF HIGHWAY CLOSED TO VEHICLES / PEDESTRIANS
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT TOPOGRAPHICAL SURVEY
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
 5. THE TOPOGRAPHICAL SURVEY INFORMATION HAS BEEN PROVIDED BY VARIOUS SURVEYS COMPANIES AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

JF
JCOPP
TM.
NIF
CHL
O.R.
L.J. W
PD

Plan 11C

Rev	Date	Description	Dim	CHK	App
C	23/02/24	NOTES AMENDED	AMG	LH	LH
B	17/02/23	DRAWING TITLE AMENDED	AMG	LH	LH
A	10/02/23	FIRST ISSUE	AMG	LH	LH

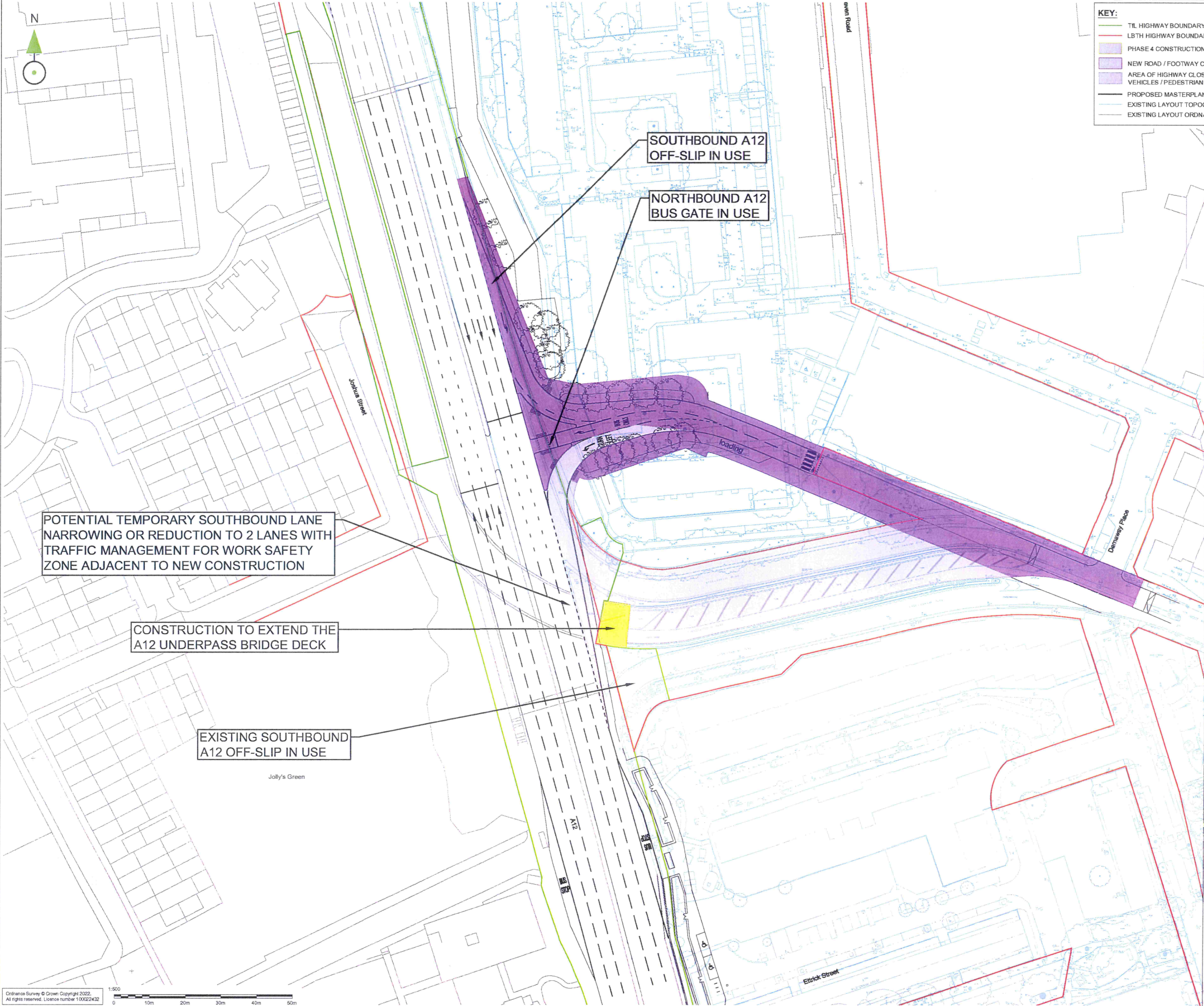
VELOCITY
Transport Planning

Drawing Status: S2 - FOR INFORMATION
Client: [Redacted]
Architect: LEVITT BERNSTEIN

Project Title		ABERFELDY VILLAGE			
Drawing Title		A12 JUNCTION CONSTRUCTION PHASING PHASE 3 - AREA 1			
Scale @ A1	Date	Designed/Drawn	Checked	Approved	
1:500	10/02/23	AMG	LH	LH	
Project Ref	Drawing Number				Rev
4060-1100	4606-1100-T-131				C

Drawing No: 4606-1100-T-131-138A - A12 Junction Construction Phasing; Date: Feb 23, 2024 - 10:17am

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KEY:

- TIL HIGHWAY BOUNDARY
- LBTH HIGHWAY BOUNDARY
- PHASE 4 CONSTRUCTION AREA
- NEW ROAD / FOOTWAY OPENED FOR USE
- AREA OF HIGHWAY CLOSED TO VEHICLES / PEDESTRIANS
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT TOPOGRAPHICAL SURVEY
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
 5. THE TOPOGRAPHICAL SURVEY INFORMATION HAS BEEN PROVIDED BY VARIOUS SURVEYS COMPANIES AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

JF
 JCOPP
 NH
 S.F.
 L.J. LE
 CHL
 AD
 TM.

Plan 11D

Millennium I	B 23/02/24 NOTES AMENDED	AMG	LH	LH
Rev	Date	Description	Drn	Chk
A	10/02/23	FIRST ISSUE	AMG	LH
				App

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transport planning
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Drawing Status: **S2 - FOR INFORMATION**

Client: [REDACTED]

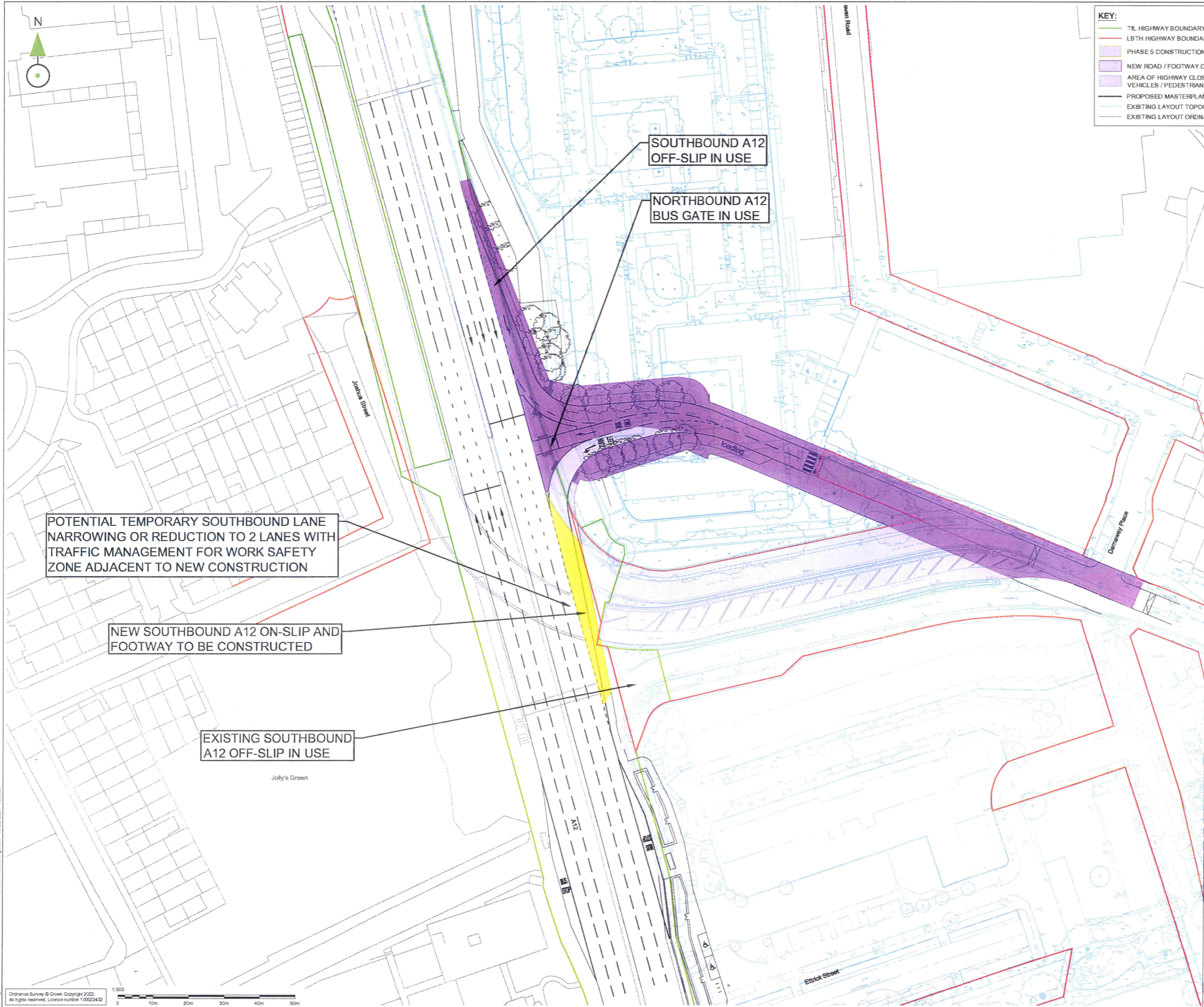
Architect: **LEVITT BERNSTEIN**

Project Title: **ABERFELDY VILLAGE**

Drawing Title: **A12 JUNCTION CONSTRUCTION PHASING PHASE 4**

Scale @ A1	Date	Designed/Drawn	Checked	Approved
1:500	10/02/23	AMG	LH	LH
Project Ref	Drawing Number			
4060-1100	4606-1100-T-132			B

Drawing No: 4060-1100-T-132-138A - A12 Junction Construction Phasing Phase 4 Date: Feb 23, 2024 - 10:48am
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KEY:

- TIL HIGHWAY BOUNDARY
- LBTH HIGHWAY BOUNDARY
- PHASE 5 CONSTRUCTION AREA
- NEW ROAD / FOOTWAY OPENED FOR USE
- AREA OF HIGHWAY CLOSED TO VEHICLES / PEDESTRIANS
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT TOPOGRAPHICAL SURVEY
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
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 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

O.K. JF
 Lf. LL
 CHC
 RD
 NIA
 TM.
 JOOP

Plan 11E

Millennium I	B	23/02/24	NOTES AMENDED	AMG	LH	LH
Rev	A	10/02/23	FIRST ISSUE	AMG	LH	LH
Date			Description	Drn	Chk	App

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transport planning
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Drawing Status: **S2 - FOR INFORMATION**

Client:

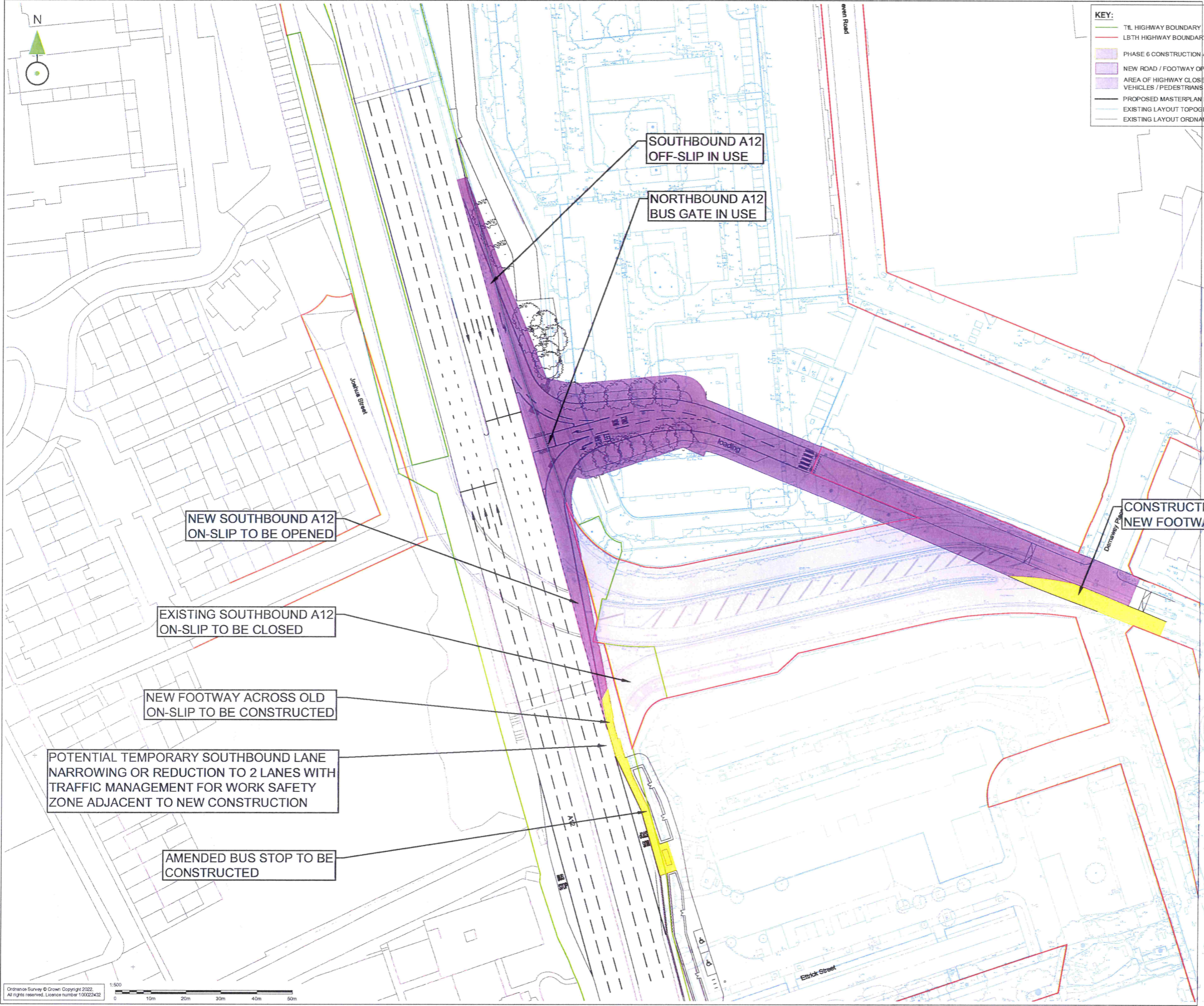
Architect: **LEVITT BERNSTEIN**

Project Title: **ABERFELDY VILLAGE**

Drawing Title: **A12 JUNCTION CONSTRUCTION PHASING PHASE 5**

Scale @ A1	Date	Designed/Drawn	Checked	Approved
1:500	10/02/23	AMG	LH	LH
Project Ref	Drawing Number			Rev
4060-1100	4606-1100-T-133			B

Drawing No: 4060-1100-T-133-13A - A12 Junction Construction Phasing (sig) Date: Feb 23, 2024 - 10:51 AM
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- KEY:**
- TL HIGHWAY BOUNDARY
 - LBTH HIGHWAY BOUNDARY
 - PHASE 6 CONSTRUCTION AREA
 - NEW ROAD / FOOTWAY OPENED FOR USE
 - AREA OF HIGHWAY CLOSED TO VEHICLES / PEDESTRIANS
 - PROPOSED MASTERPLAN LAYOUT
 - EXISTING LAYOUT TOPOGRAPHICAL SURVEY
 - EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
 5. THE TOPOGRAPHICAL SURVEY INFORMATION HAS BEEN PROVIDED BY VARIOUS SURVEYS COMPANIES AND VELOCITY TRANSPORT PLANNING SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
 7. LAND OWNERSHIP BOUNDARIES BASED ON INFORMATION PROVIDED BY LEVITT-BERNSTEIN.
 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

*See
L.f. be
CHL
PA
NH
TM.
JCopp
JF*

Plan 11F

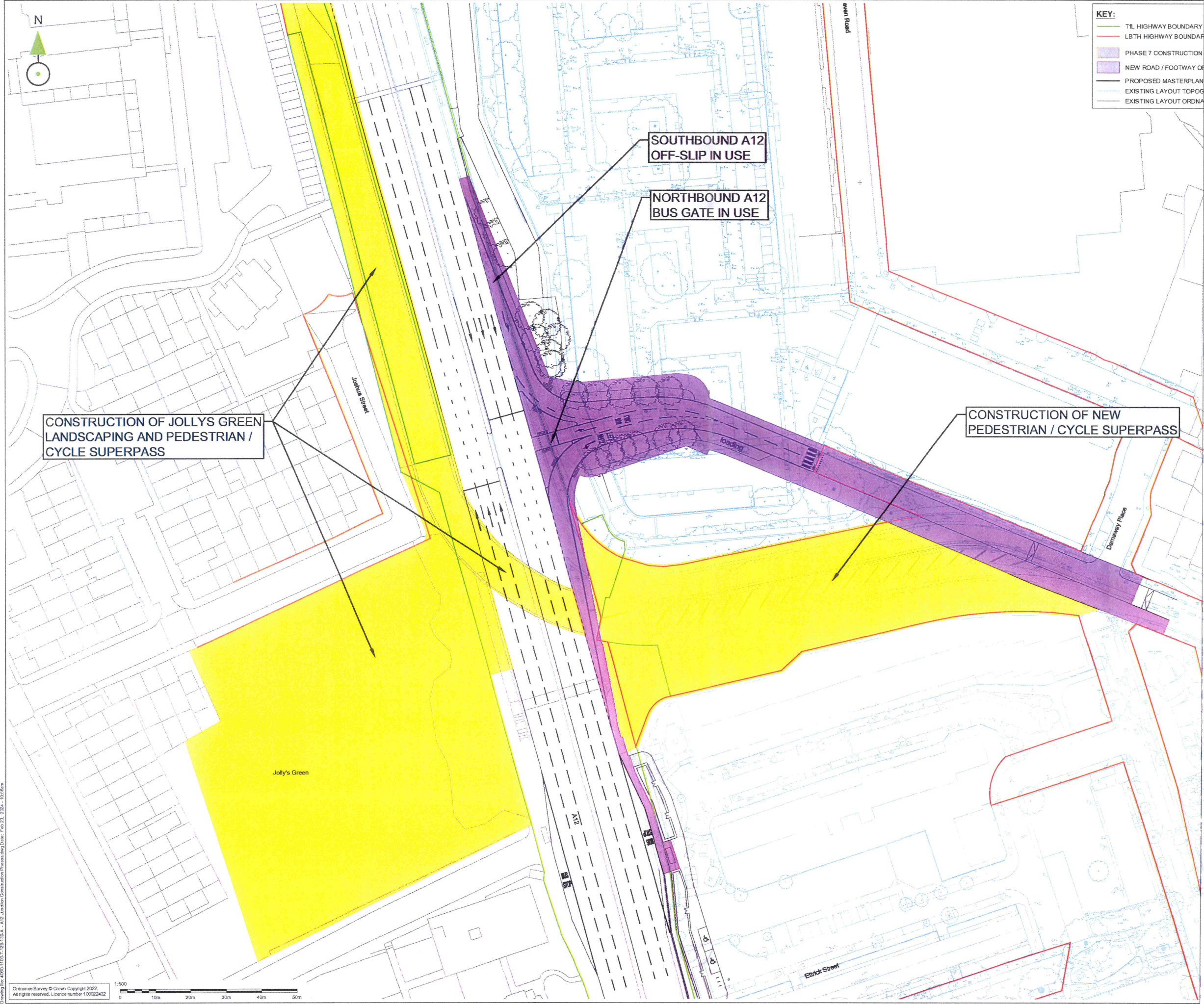
Millennium f	B	23/02/24	NOTES AMENDED	AMG	LH	LH
A	10/02/23	FIRST ISSUE		AMG	LH	LH
Rev	Date	Description		Dim	Chk	App



Drawing Status	S2 - FOR INFORMATION
Client	
Architect	LEVITT BERNSTEIN
Project Title	ABERFELDY VILLAGE
Drawing Title	A12 JUNCTION CONSTRUCTION PHASING PHASE 6
Scale @ A1	1:500
Date	10/02/23
Designed/Drawn	AMG
Checked	LH
Approved	LH
Project Ref	4060-1100
Drawing Number	4606-1100-T-134
Rev	B

Drawing No: 4060-1100-T-134_A12 Junction Construction Phasing Plan, Feb 23, 2024 - 10:14am

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1:500
0 10m 20m 30m 40m 50m



KEY:

- TL HIGHWAY BOUNDARY
- LBTH HIGHWAY BOUNDARY
- PHASE 7 CONSTRUCTION AREA
- NEW ROAD / FOOTWAY OPENED FOR USE
- PROPOSED MASTERPLAN LAYOUT
- EXISTING LAYOUT TOPOGRAPHICAL SURVEY
- EXISTING LAYOUT ORDNANCE SURVEY

- NOTES:**
1. DO NOT SCALE FROM THIS DRAWING.
 2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.
 3. THIS DRAWING IS TO BE PRINTED IN COLOUR.
 4. THE HIGHWAY BOUNDARY INFORMATION SHOWN HAS BEEN PROVIDED BY THE LONDON BOROUGH OF TOWER HAMLETS ON 13TH OCTOBER 2020.
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 6. THIS DRAWING HAS BEEN ISSUED FOR INFORMATION PURPOSES AND MUST NOT BE USED FOR CONSTRUCTION.
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 8. HIGHWAY BOUNDARY INFORMATION TO BE CONFIRMED BY THE RESPECTIVE HIGHWAY AUTHORITY AND MAY BE SUBJECT TO CHANGE.

JF
 O.K.
 H.J. ve
 CHL
 PJ
 NH
 TM.
 JOOP ←

Plan 11G

Rev	Date	Description	Drn	Chk	App
C	23/02/24	NOTES AMENDED MASTERPLAN REMOVED	AMG	LH	LH
B	14/02/23	MINOR HATCHING AMENDMENTS	AMG	LH	LH
A	10/02/23	FIRST ISSUE	AMG	LH	LH

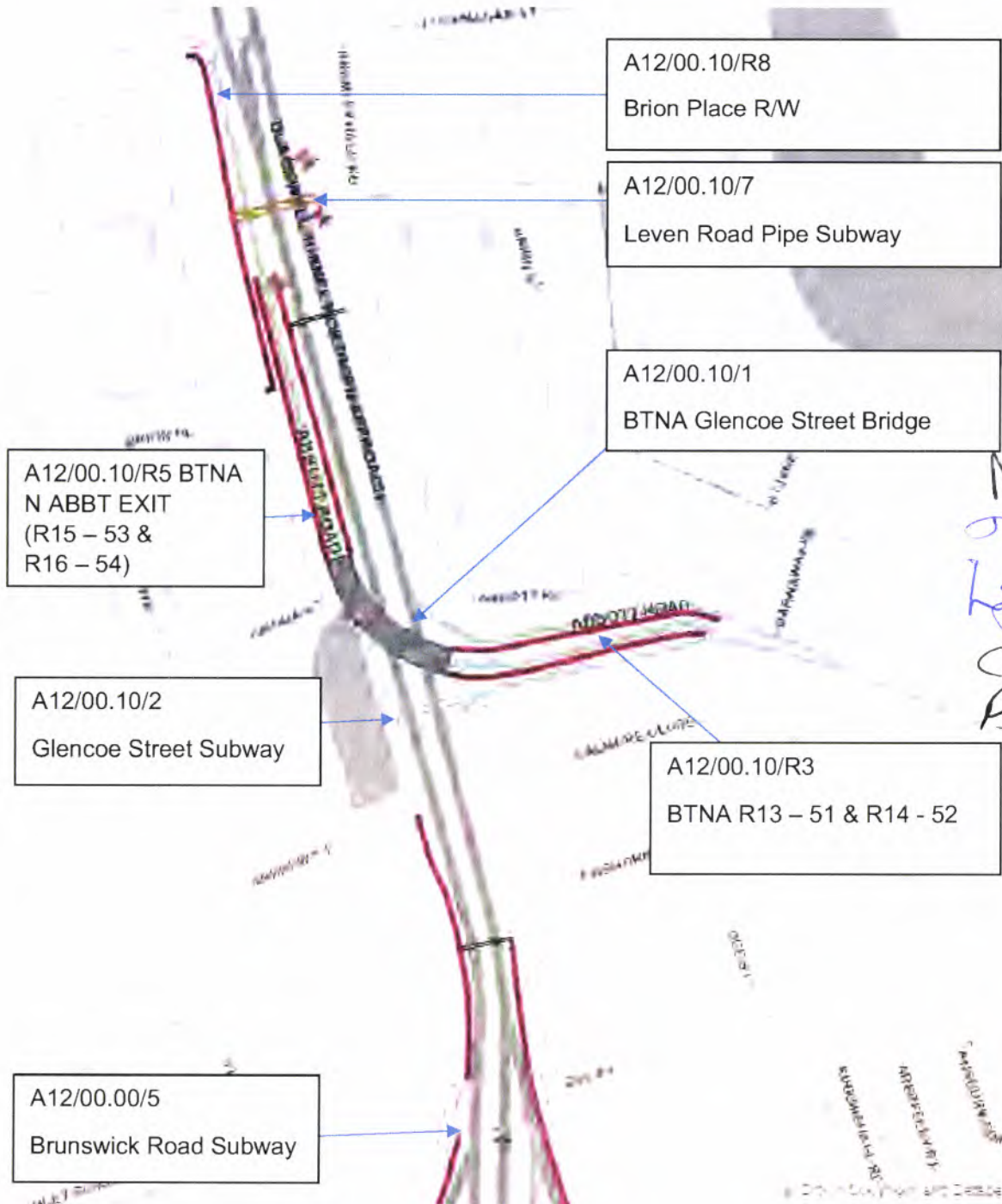
Drawing Status: S2 - FOR INFORMATION
 Client: [Redacted]
 Architect: LEVITT BERNSTEIN

Project Title: ABERFELDY VILLAGE					
Drawing Title: A12 JUNCTION CONSTRUCTION PHASING PHASE 7					
Scale @ A1	Date	Designed/Drawn	Checked	Approved	
1:500	10/02/23	AMG	LH	LH	
Project Ref	Drawing Number				Rev
4060-1100	4606-1100-T-135				C

Drawing No: 4060-1100-T-135-A - A12 Junction Construction Phasing.dwg Date: Feb 21, 2024 - 10:58am
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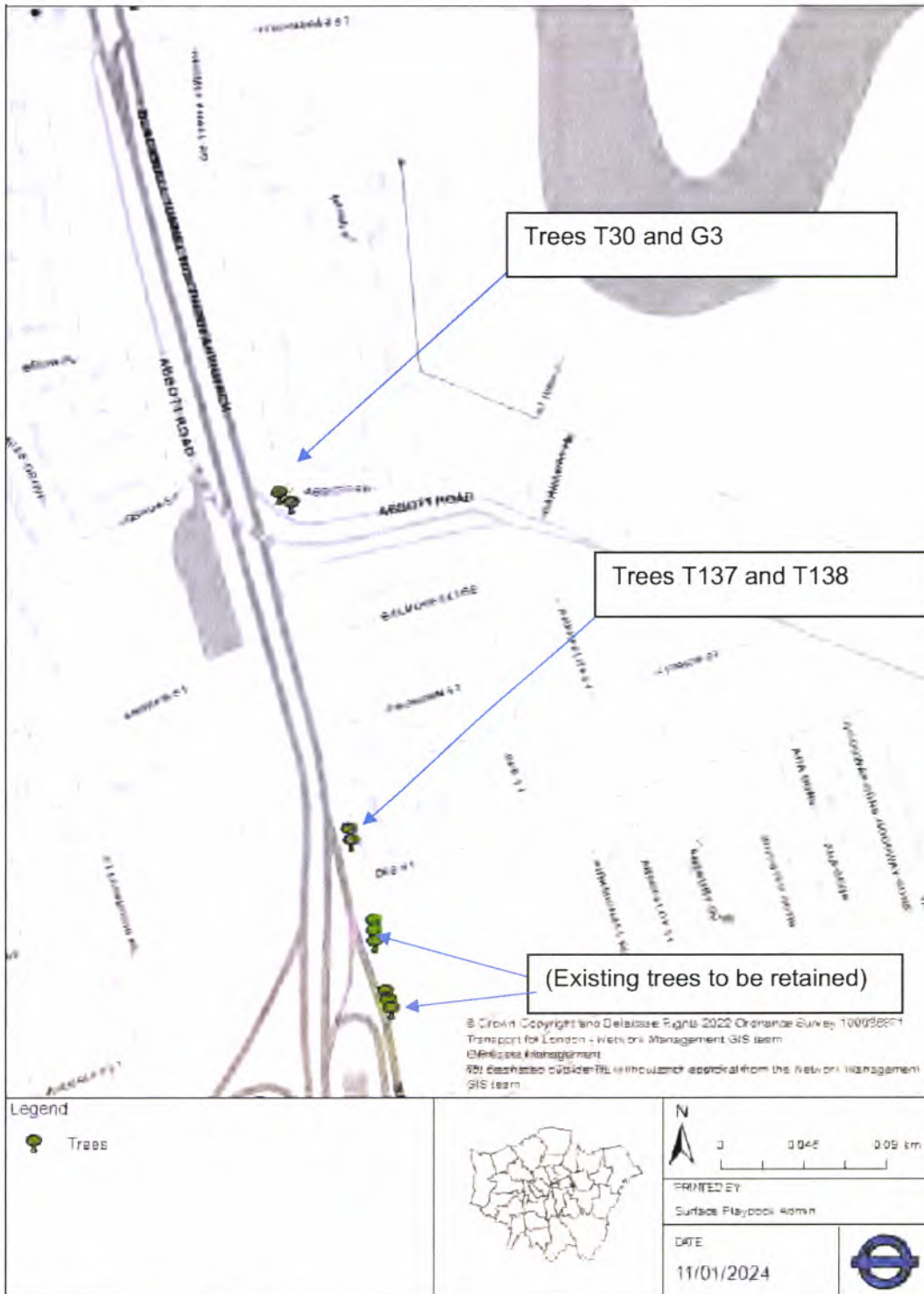
A12

TfL assets



JLOPP
NIF
D.K.
L.F. We
CHL
PD
TM.
JF

TfL trees

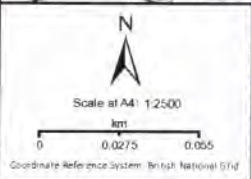
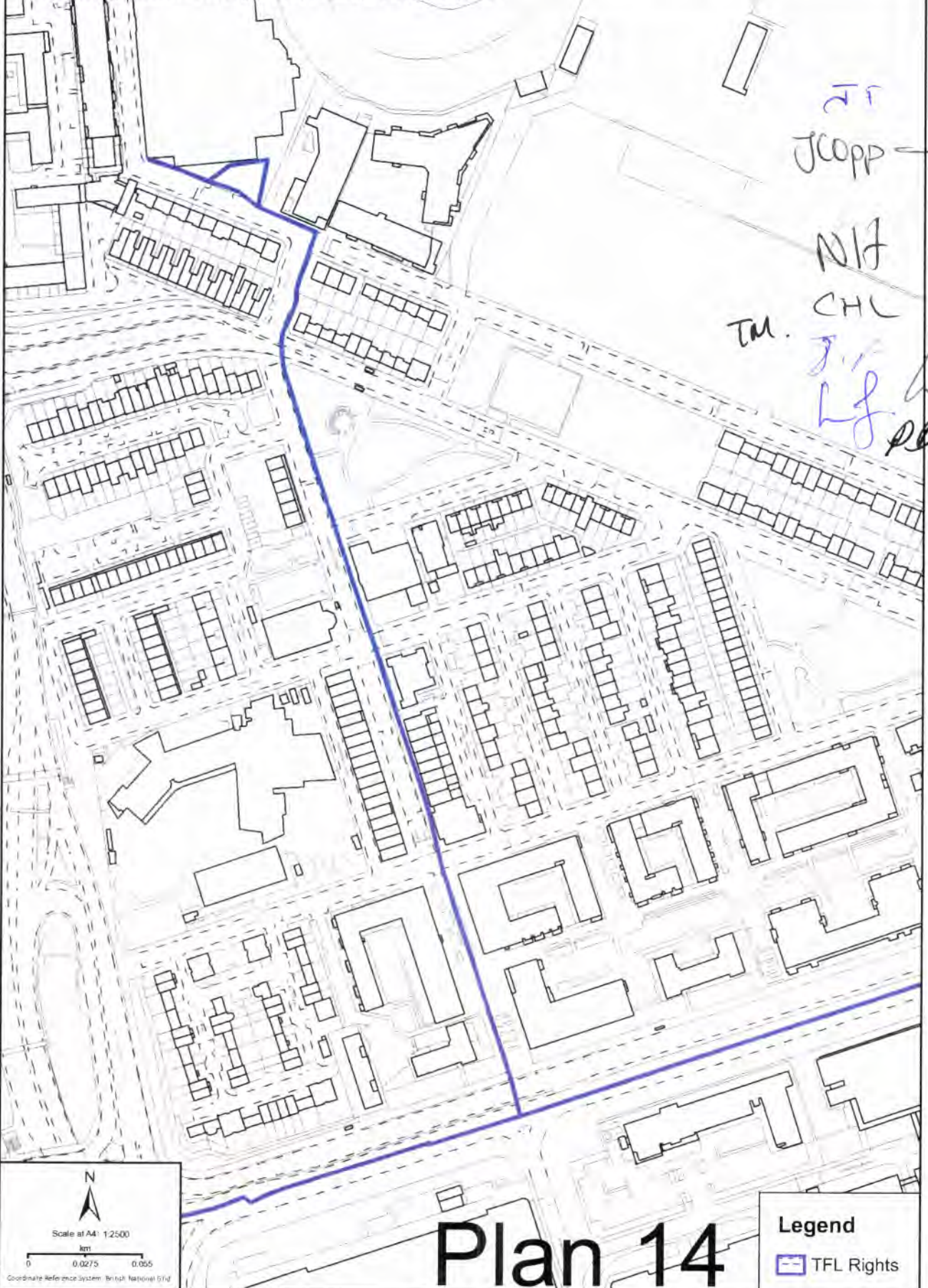


JA
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 PD
 NH

Plan 13



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Plan 14







Legend

- TfL Rights



LEGEND

GENERAL

-  OUTLINE PLANNING APPLICATION BOUNDARY
-  DETAILED PLANNING APPLICATION BOUNDARY
-  JOLLY'S GREEN
-  MILLENNIUM GREEN
-  LEVEN ROAD OPEN SPACE
-  BRATHWAITE PARK

JCOPP
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 L.J. W
 TM. CHC
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 JF

Plan 15

REV.	DESCRIPTION	APP. DATE
P02	Re-Submission to CLA	AH 21/02/24
P05	Re-Submission to CLA	AH 21/04/23
P04	Increased plot to plot A3	AH 11/01/22
P03	Plot A3 Removal	AH 20/01/22
P02	Revised Boundary & Kin Rd Upgrade	AH 20/01/22

LD&DESIGN

PROJECT TITLE
 ABERFELDY NEW MASTERPLAN
 STAGE 2 OUTLINE PLANNING APPLICATION

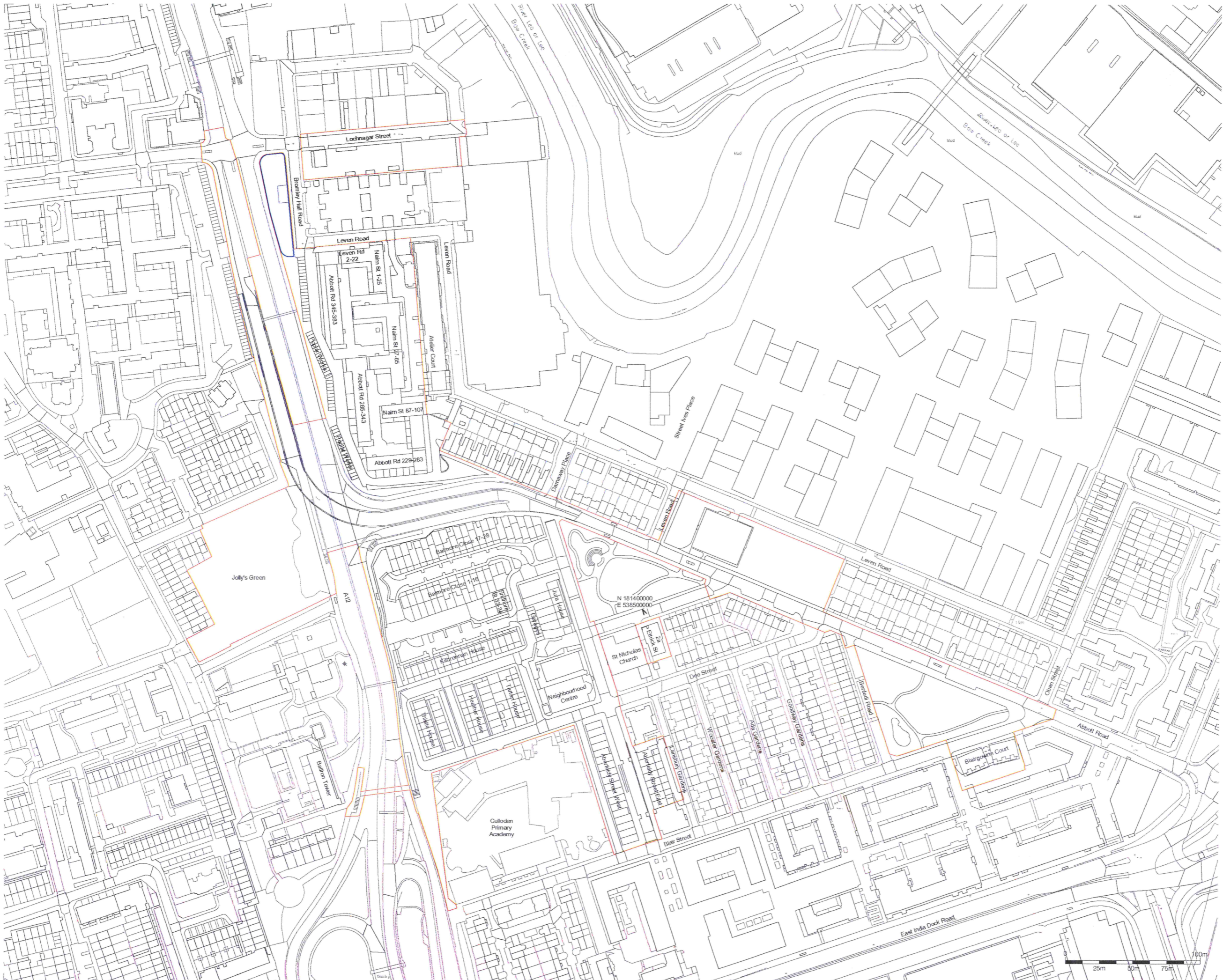
DRAWING TITLE
 ILLUSTRATIVE COLOUR MASTERPLAN
 FOR SUPPORT

ISSUED BY	London	T: 020 7467 1470
DATE	Oct 21	DRAWN LS
SCALE@A1	1:1,250	CHECKED BG
STATUS	Planning	APPROVED AH

DWG. NO AVL-LDA-SBX-XX-XX-DR-L-0004

No dimensions are to be scaled from this drawing.
 All dimensions are to be checked on site.
 Area measurements for indicative purposes only.
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 Sources: Ordnance Survey





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- Hybrid planning application boundary
- A Building reference
- Building Footprint (refer to Parameter Plans for maximum development footprint of buildings in outline phases)
- Location of Allotments

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 O.P.
 Lf. ke
 CHL
 PD TM
 NH

Plan 16

0 07/02/24 For Information LA
 Rev Date Description Drawn / Checked

Aberfeldy New Masterplan

Drawing number Rev
 3663 - LB - ZZ - ZZ - DR - A - 000305 0

Allotments Location Plan

Purpose of issue
 For Approval
 Scale 1 : 1250 @ A1 Date 01/02/24
 Client EcoWorld London

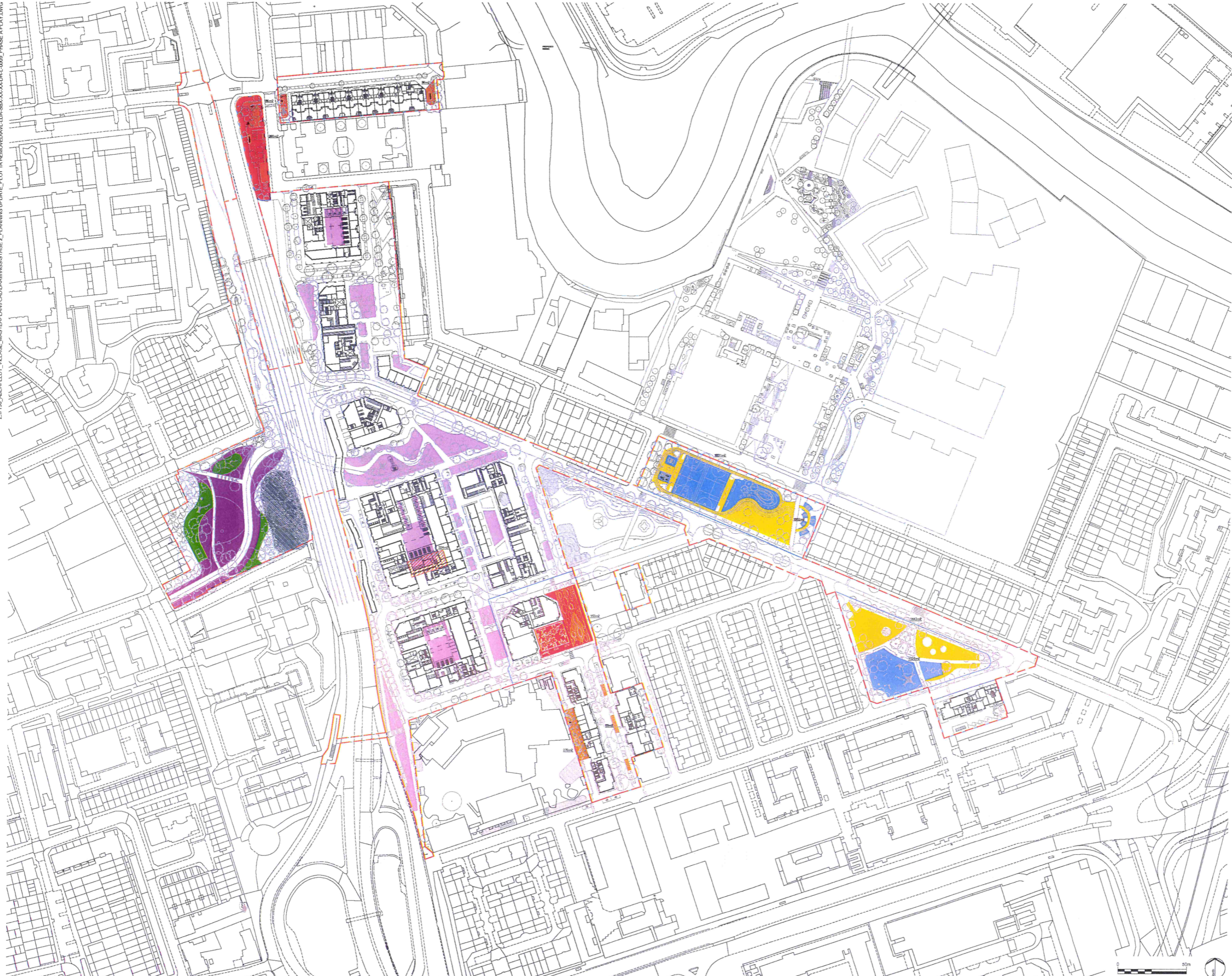
Levitt Bernstein
 levittbernstern.co.uk

London
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 2-4 Thane Villas
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 +44 (0)20 7275 7676

Manchester
 Bonded Warehouse
 18 Lower Byron Street
 Manchester M2 4AP
 +44 (0)161 659 2740

Z:\108_ABERFELDY_VILLAGE_MASTERPLAN\CAD\DRAWINGS\STAGE 2_PLANNING\UPDATE_FLT_01_1A_REMOVE\DAL-LDA-SBX-XX-XX-DR-L-0009_PHASE A PLAY.DWG

- LEGEND**
- GENERAL**
- OUTLINE PLANNING APPLICATION BOUNDARY
 - DETAILED PLANNING APPLICATION BOUNDARY
 - PHASE A PLAY SPACE 126MSG, EXCLUDING PLAYSPACE WITHIN BRAITHWAITE PARK AND LEVEN ROAD OPEN SPACE
 - PHASE A OPEN SPACE
 - PHASE A TEMPORARY PLAY SPACE
 - PHASE A DEDICATED PLAY SPACE IN EXISTING OPEN SPACES
 - PHASE A PLAYABLE PLAY SPACE IN EXISTING OPEN SPACES
 - INDICATIVE PHASE B-D PLAY SPACE
 - INDICATIVE PHASE B-D DEDICATED PLAY SPACE IN EXISTING OPEN SPACES
 - INDICATIVE PHASE B-D PLAYABLE PLAY SPACE IN EXISTING OPEN SPACES
 - EXISTING TREE
 - PROPOSED TREE



JP
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 W.f. W.
 CHL TM.
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Plan 17

P01	For Planning	AH	21.02.24
P02	For Planning	AH	06.02.24
P03	For Planning	AH	04.04.22
REV.	DESCRIPTION	APP.	DATE

LD&DESIGN

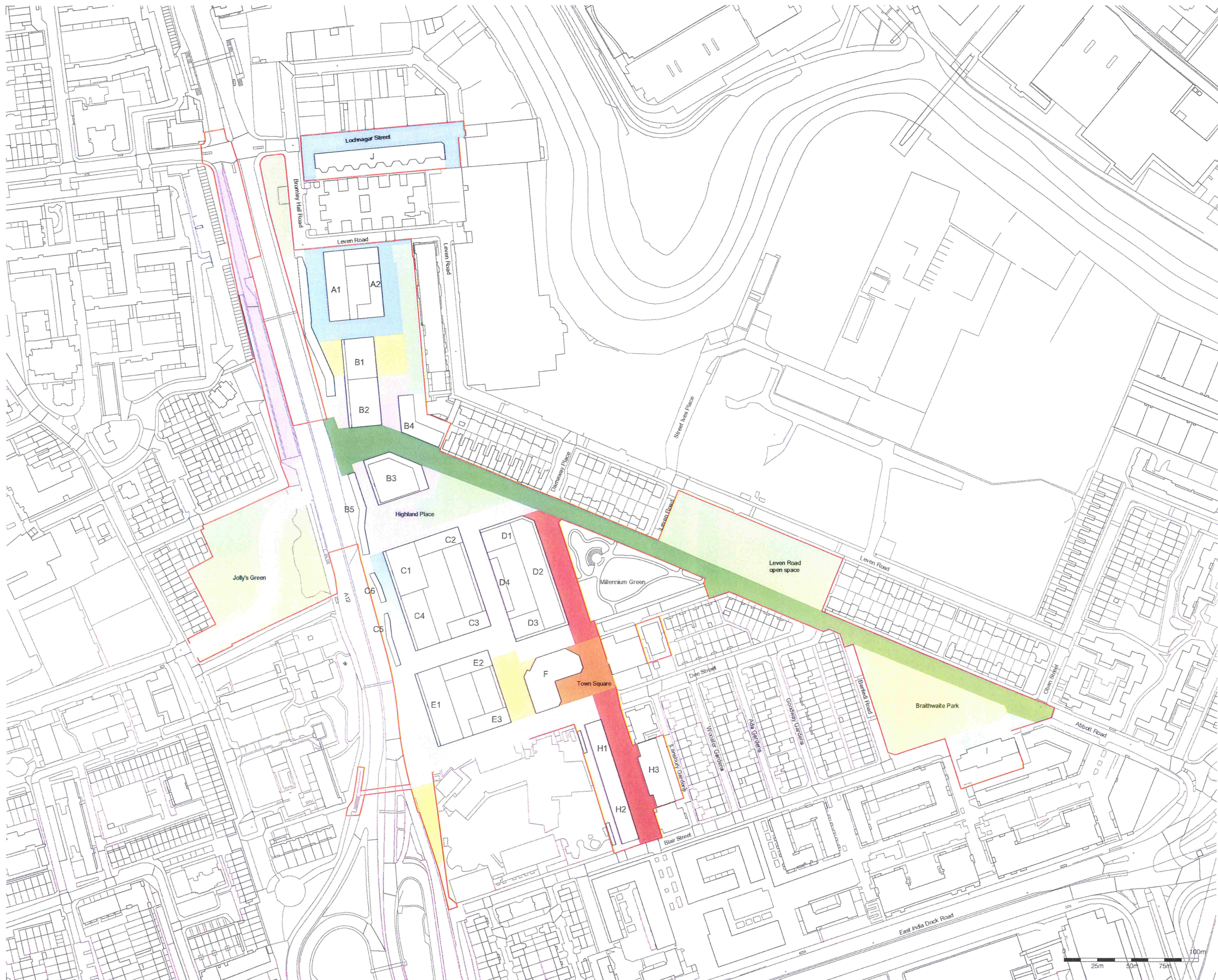
PROJECT TITLE
 ABERFELDY VILLAGE

DRAWING TITLE
 PLAY SPACE - FOR SUPPORT

ISSUED BY	London	T: 020 7467 1470
DATE	Apr. 22	DRAWN WCC
SCALE@A1	1:1,250	CHECKED SL
STATUS	Planning	APPROVED AH

DWG. NO AVL-LDA-SBX-XX-XX-DR-L-0009

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 Source: Ordnance Survey



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- Hybrid planning application boundary
- Building Footprint (refer to Parameter Plans for maximum development footprint of buildings in outline phases)
- A** Pick reference
- Primary Route: Healthy Street (with vehicle access)
- Secondary Routes: Streets with vehicle access
- Tertiary Routes: Pedestrian and cycle priority, with servicing and emergency vehicle access only
- High Street (with vehicle access)
- Public green open space
- Town Square (pedestrian and cycle priority, with servicing and emergency vehicle access only)
- Public open space - with pedestrian and cycle priority, with servicing and emergency vehicle access only

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 NIT
 O.K.
 H.F.L.
 CHL TM.
 PD

Plan 18^{PD}

1	20/02/24	For Information	LA
0	07/02/24	For Information	LA
Rev	Date	Description	Drawn / Checked

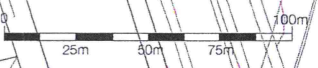
Aberfeldy New Masterplan

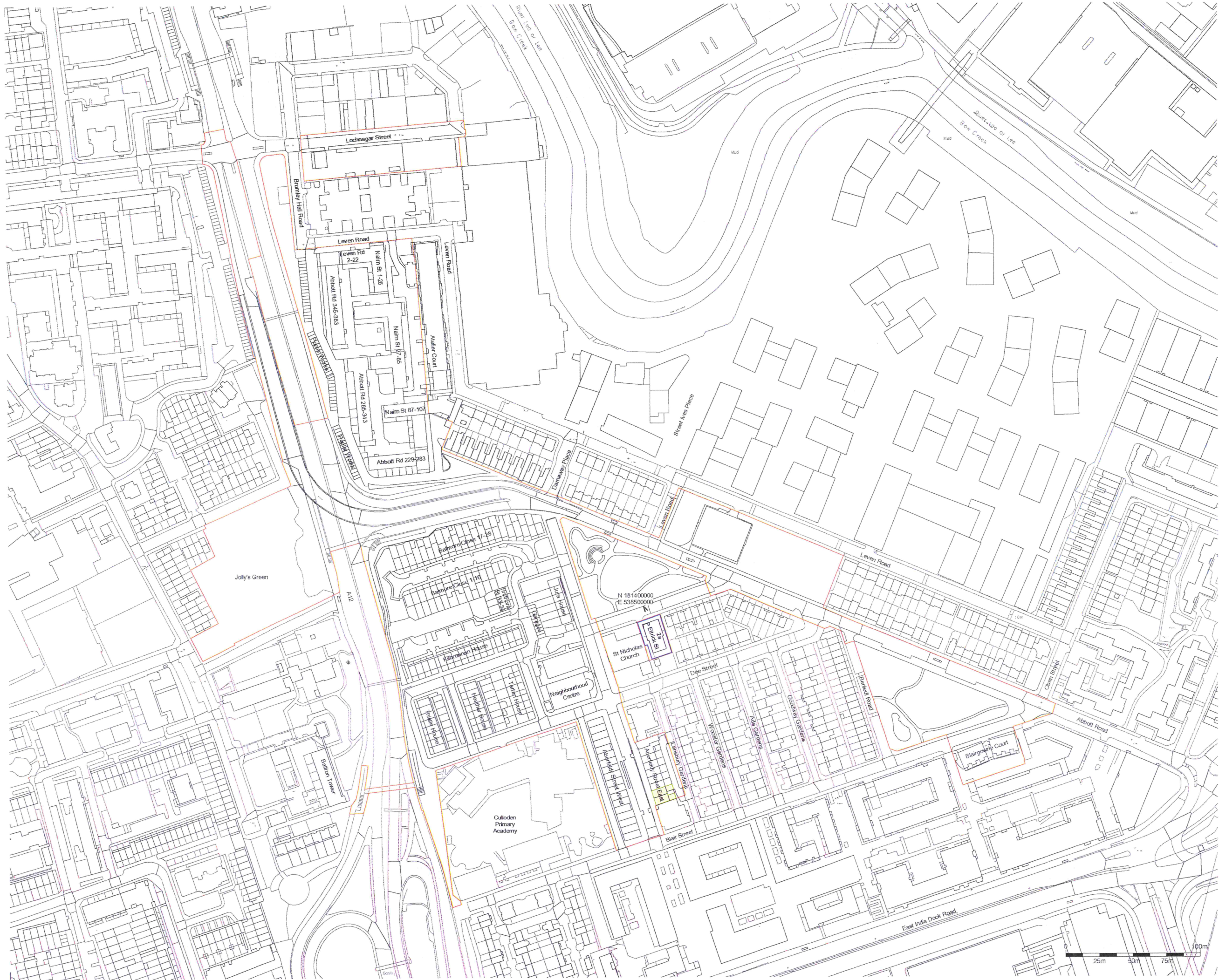
Drawing number	Rev
3663 - LB - ZZ - ZZ - DR - A - 000303	1

Principal Public Realm Areas

Purpose of issue	Date
For Information	01/02/24
Scale	1 : 1250 @ A1
Client	EcoWorld London

London
 Thame Studios
 24 Thame Villas
 London N7 7PA
 +44 (0)20 7275 7676
Manchester
 Banded Warehouse
 18 Lower Byrom Street
 Manchester M3 4AP
 +44 (0)161 669 6740
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- Hybrid planning application boundary
- A** Building reference
- Building Footprint (refer to Parameter Plans for maximum development footprint of buildings in outline phases)
- Location of existing faith centre - Aberfeldy Islamic Cultural Centre and Mosque
- Location of proposed faith centre

JF
 JCOP →
 N 17
 O.P.
 J.F.L.
 CAL TM.
 PD

Plan 19

0 07/02/24 For Information LA
 Rev Date Description Drawn / Checked

Aberfeldy New Masterplan

Drawing number 3663 - LB - ZZ - ZZ - DR - A - 000304 Rev 0

Faith Centre (Existing and Proposed)

Purpose of issue For Approval

Scale 1 : 1250 @ A1 Date 01/02/24

Client EcoWorld London

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 levittbernstein.co.uk

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 London N1 7PA
 +44 (0)20 7275 7676

Manchester
 Bonded Warehouse
 111 Lower Byrom Street
 Manchester M3 4AP
 +44 (0)161 609 8743

Schedule 3

Notification of payment form

Planning Permission Reference:	PA/21/02377/A1
Site Address	
Date legal agreement signed	
Name of Development and Developer/Other	
Signatory	
Contact name	
Position	
Telephone number	
Address	
Relevant clause(s) in legal agreement	
Amount paid	
Indexed amount paid	
Penalty amount paid	
Method of Payment	BACS/CHAPS
Index Used	Please provide calculation of the payment used for indexation

***Method of Payment**

BACS/CHAPS - Please quote reference: S106 Legal Agreement PA/21/02377/A1

Account Name: London Borough of Tower Hamlets

Sort Code: 60-03-19

Account Number: 75666952

Please return this form to:

London Borough of Tower Hamlets
Section 106 Monitoring Officer
Tower Hamlets Town Hall
160 Whitechapel Road
London E1 1BJ

Schedule 4

Affordable housing

1. Definitions

In this Schedule 4 and Schedule 5 the following expressions shall have the following meanings:

Accessible Residential Units means Residential Units designed and provided to meet the requirements of M4(3)(2)(b) of part M of the Building Regulations 2010 and approved pursuant to the relevant condition in the Permission;

Actual Finance Rate means the rate derived by the cost of finance for the Development;

Additional Affordable Housing Statement means a document to be submitted to the Council (with a copy to the GLA) as part of each Viability Review except the Late Stage Review if a Surplus Arises under that Viability Review, containing the following information:

- (a) the new value of "V" in the Affordable Housing Minimum Quantum (which must not be less than the previous value of "V") and calculations showing how this has been derived in accordance with Part 2 of Schedule 5;
- (b) calculations showing how the values of "C" and "D" in the Affordable Housing Minimum Tenure Split will be amended in accordance with Part 2 of Schedule 5;
- (c) the new values of "C" and "D" in the Affordable Housing Minimum Tenure Split, which must comply with the Affordable Housing Target Tenure Split;
- (d) proposed updates to the Affordable Housing Plan to be made in the next Reserved Matters Application for an Outline Phase reflecting the above changes to the Affordable Housing Minimum Quantum and Affordable Housing Minimum Tenure Split;

Additional Grant-Funded Affordable Housing Statement means a scheme to be prepared by the Developer and submitted to the Council (with a copy to the GLA) in accordance with paragraph 10 detailing the relevant Additional Grant-Funded Affordable Housing Units and which contains the following information:

- (a) the new value of "V" in the Affordable Housing Minimum Quantum (which must not be less than the previous value of "V") and calculations showing how this has been derived to account for the relevant Additional Grant-Funded Affordable Housing Units;
- (b) calculations showing how the value of "C" and "D" in the Affordable Housing Minimum Tenure Split will be amended to account for the relevant Additional Grant-Funded Affordable Housing Units;
- (c) the new values of "C" and "D" in the Affordable Housing Minimum Tenure Split, which must comply with the Affordable Housing Target Tenure Split;
- (d) a timetable for construction and delivery of the Additional Grant-Funded Affordable Housing Units that must be consistent with the relevant deadlines

and/or milestones in the relevant grant agreement notified to the GLA and the Council under paragraph 10.3;

- (e) an updated Affordable Housing Plan showing the relevant Additional Grant-Funded Affordable Housing Units; and
- (f) for information only, the location and tenure of any units of Affordable Housing which are required to be provided under the relevant grant agreement but are not required to be provided under this agreement by virtue of paragraph 2.3 below (and which therefore do not comprise Additional Grant-Funded Affordable Housing Units and are not required to meet the Affordable Housing Minimum Quantum);

Additional Grant-Funded Affordable Housing Unit means any Affordable Housing Unit to be provided using additional grant funding secured after the date of this agreement which is additional to the Affordable Housing Units shown in the Latest Affordable Housing Plan approved before the approval of the relevant Additional Grant-Funded Affordable Housing Statement detailing the Additional Grant-Funded Affordable Housing Unit;

Affordability Threshold means at the date of this agreement £600,000 or such other updated figure published by the GLA as the unrestricted market value above which intermediate homes for sale are generally not appropriate;

Affordable Housing means housing which is compliant with both the definition of "Affordable Housing" in Annex 2 of the National Planning Policy Framework (as may be amended from time to time) and the London Plan including Social Rented Housing, London Affordable Rented Housing, Tower Hamlets Living Rent 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 purchasers or renters 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 purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963);

Affordable Housing Cap means "Z" (a number of Habitable Rooms) as calculated by the following formula:

$$Z = Y + ((X - Y) \times 50\%)$$

where:

- (a) "Y" is 880, being the number of Habitable Rooms in the 252 Re-Provided Residential Units; and
- (b) "X" is:
 - (i) before all reserved matters have been approved pursuant to the Permission, 4,305, being the maximum number of Habitable Rooms permitted by the Permission; and
 - (ii) after all reserved matters have been approved pursuant to the Permission, the total number of Habitable Rooms permitted under the reserved matters approvals and in Phase A;

Affordable Housing Minimum Quantum means a requirement to provide not less than A per cent (by Habitable Rooms) of the Residential Units as Affordable Housing where "A" is calculated by the following formula:

$$A = 38.8 + \left(\frac{V}{W} \times 100\right)$$

where:

- (a) "V" is 0 at the date of this agreement and will thereafter be increased under:
 - (i) each Additional Affordable Housing Statement approved by the GLA and the Council as part of the latest Viability Review (where the increase will be the number of additional Habitable Rooms required to be provided as Affordable Housing Units as a result of a Surplus Arising under the Viability Review); and
 - (ii) each Additional Grant-Funded Affordable Housing Statement approved by the Council (where the increase will be the number of Habitable Rooms in the relevant Additional Grant-Funded Affordable Housing Units); and
- (b) "W" is:
 - (i) before the submission of the first Affordable Housing Plan, 4,305, being the number of Habitable Rooms contained in the illustrative scheme submitted in the Application; and
 - (ii) from (and including) the submission of the first Affordable Housing Plan:
 - (A) for the purposes of each submission of an updated Affordable Housing Plan, the total number of Habitable Rooms expected to be delivered pursuant to the Development as specified in that updated Affordable Housing Plan; or
 - (B) for all other purposes, the total number of Habitable Rooms expected to be delivered pursuant to the Development as specified in the Latest Affordable Housing Plan

and, where a provision of this agreement requires compliance with this requirement in respect of an Outline Phase, the references to "Residential Units" in this definition are to the Residential Units in that Outline Phase and the Residential Units in the previous Phases;

Affordable Housing Minimum Tenure Split means the following requirements in relation to the tenure split of the Affordable Housing Units:

- (a) the provision of a minimum of C per cent (by Habitable Room) of the Affordable Housing Units as Low Cost Rented Housing of which a minimum of D per cent (by Habitable Room) must be Social Rented Housing; and
- (b) the provision of the remaining Affordable Housing Units as Intermediate Housing,

where "C" and "D" have the values set out in the later of (i) the Additional Affordable Housing Statement approved by the Council as part of the latest Viability Review or (ii) the latest Additional Grant-Funded Affordable Housing Statement approved by the Council or, where no Additional Affordable Housing Statement nor Additional Grant-Funded Affordable Housing Statement has been so approved, are 89.2 and 59.2 respectively and, where a provision of this agreement requires compliance with this requirement in respect of an Outline Phase, the references to "Affordable Housing

Units" in this definition are to the Affordable Housing Units in that Outline Phase and the Affordable Housing Units in the previous Phases;

Affordable Housing Plan means:

- (a) Plan 5 showing the indicative locations of the Affordable Housing Units shaded purple and red;
- (b) Plan 6 showing the locations, sizes, tenures and internal layouts of the Affordable Housing Units (Phase A); and
- (c) the accommodation schedule at paragraph 3.6 below,

as shall be updated and submitted concurrently with a Reserved Matters Application for each Outline Phase and as may be updated and approved as part of an Additional Grant-Funded Affordable Housing Statement and/or a Block J Alternative Strategy, each update to include:

- (i) an accommodation schedule specifying the tenure and size mix of the Residential Units in that Outline Phase and in the previous Phases in the same format as the accommodation schedule at paragraph 3.6 below with any necessary additions to include details of other tenures;
- (ii) 1:50 plans showing the locations, sizes and internal layouts of the Affordable Housing Units in that Outline Phase or the relevant Additional Grant-Funded Affordable Housing Units (as appropriate); and
- (iii) confirmation of the total number of Habitable Rooms expected to be delivered pursuant to the Development (which will be "W" in the Affordable Housing Minimum Quantum) and whether this number is based upon Reserved Matters Approvals, Reserved Matters Applications and/or the illustrative masterplan; and
- (iv) where updates are associated with Reserved Matters Applications, confirmation as to whether a Viability Review is expected in the relevant Outline Phase,

and **Latest Affordable Housing Plan** means the latest Affordable Housing Plan so approved;

Affordable Housing Provider means:

- (a) Clarion Housing Group, East Thames Housing Group, Eastend Homes, Family Mosaic, Gallions Housing Association, Genesis Housing Group, Metropolitan Housing Trust, One Housing Group, Peabody, Poplar HARCA, Providence Row Housing Association, Southern Housing Group, Spitalfields Housing Association Limited, Swan Housing Association, Tower Hamlets Community Housing or Tower Hamlets Homes; or
- (b) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) approved by the Council in writing;

Affordable Housing Target Tenure Split means:

- (a) the provision of a minimum of 70 per cent (by Habitable Room) of the Affordable Housing Units as Low Cost Rented Housing, of which:

- (i) a minimum of 50 per cent (by Habitable Room) (of the Low Cost Rented Housing) is provided as London Affordable Rented Housing or Social Rented Housing; and
 - (ii) the remaining Low Cost Rented Housing is provided as Tower Hamlets Living Rent Housing; and
- (b) the provision of the remaining Affordable Housing Units as Intermediate Housing, and, where a provision of this agreement requires compliance with this requirement in respect of an Outline Phase, the references to "Affordable Housing Units" in this definition are to the Affordable Housing Units in that Outline Phase and the Affordable Housing Units in the previous Phases;

Affordable Housing Units means the Residential Units to be provided as Affordable Housing in accordance with this Schedule 4;

Affordable Housing Units (Phase A) means the 96 Affordable Housing Units to be provided as part of Phase A as shown on Plan 6 comprising 402 Habitable Rooms;

Agreed Minimum Tenure Mix means, for the Outline Element, the following minimum size and tenure requirements for the Affordable Housing Units:

Phase	Unit size	Tenure	
		Low Cost Rented Housing %	Intermediate Housing %
B - D	Studio	0	0
	1 bed	10	0
	2 bed	15	0
	3 bed	31	0
	4 bed	12	0
	5 bed	0	0
	6 bed	0	0

Amenities Strategy means a document setting out:

- (a) which amenities in the Development will be Common Amenities and which will be Pay-to-Use Amenities; and
- (b) details of how Occupiers of the Affordable Housing Units will be charged for access to and use of Pay-to-Use Amenities should they elect to pay for such amenities, including a reasonable estimate of the charges;

Application Stage Viability Appraisal means the viability assessment assessed as part of the Application a summary of which entitled "Aberfeldy Application Scheme: Final Appraisal" and dated 7 December 2023 is appended at Annex 3 of Schedule 5 for information only;

Arm's Length means that the relevant mortgagee or chargee is not a parent company/undertaking or subsidiary company/undertaking within the meaning of Part 38 of the Companies Act 2006 of the relevant Affordable Housing Provider providing any form of loan facilities to the Affordable Housing Provider;

Average London Affordable Rented Housing Value means the average value of London Affordable Rented Housing floorspace per square metre (as applicable) within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Average London Living Rent Housing Value means the average value of London Living Rent Housing floorspace per square metre (as applicable) within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Average London Shared Ownership Housing Value means the average value of London Shared Ownership Housing floorspace per square metre (as applicable) within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Average Open Market Housing Value means the average value of Open Market Housing Unit floorspace per square metre within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Average Social Rented Housing Value means the average value of Social Rented Housing floorspace per square metre (as applicable) within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Average Tower Hamlets Living Rent Housing Value means the average value of Tower Hamlets Living Rent Housing floorspace per square metre (as applicable) within the Development at the Late Stage Review Date based on the Development Viability Information submitted as part of the Late Stage Review to be assessed by the Council (and, the GLA, if it so elects);

Block J Alternative Strategy means a strategy which:

- (a) sets out alternative locations in Phase A or Phase B for the same number of Affordable Housing Units (Phase A) (the **Block J Alternative Units**) originally intended to be provided in Block J (the **Block J Original Units**), such Block J Alternative Units to be of the same size (subject to sub-paragraph (b)) and tenure and have the same number of Habitable Rooms as the Block J Original Units, being 116 Habitable Rooms in the following size mix:
 - (i) 4 six-bedroom units for 9 persons;
 - (ii) 9 four-bedroom units for 6 persons;
 - (iii) 2 three-bedroom units for 6 persons; and
 - (iv) 4 three-bedroom units for 5 persons;
- (b) provides that, where a Block J Alternative Unit does not provide the same amount of private amenity space as a relevant Block J Original Unit, the

floorspace area of the Block J Alternative Unit(s) will be no less than 15 per cent larger than the net internal area of the Block J Original Unit(s) in order to mitigate the loss of private amenity space as would be provided with the Block J Original Unit(s) unless other changes are submitted to and approved by the Council to demonstrate that the same level of mitigation will be achieved through alternative proposals; and

- (c) includes an updated Affordable Housing Plan showing the Block J Alternative Units;

Block J Land means the land shown indicatively shaded blue on Plan 7 being the land on which Block J is to be constructed;

Build to Rent means one or more Blocks under single ownership and professional management comprising Residential Units let separately to tenants on periodic tenancies or assured shorthold tenancies;

Charge means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) in favour of a Chargee;

Chargee means an Arm's Length mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such Arm's Length mortgagee or chargee or any other person appointed under any security documentation to enable such Arm's Length mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

Common Amenities means the amenities of the Development for the use and enjoyment of all Occupiers of the Residential Units at no cost other than service charges, the details of which are to be set out in the Amenities Strategy and which must include:

- (a) all communal external amenity spaces, play equipment/playgrounds, public realm and vehicular and pedestrian rights of access within the Development; and
- (b) in relation to each Block, access for Occupiers of that Block to all communal entrances and all communal lobbies in that Block;

Component means a part of the Development including but not limited to:

- (a) Open Market Housing Units;
- (b) Affordable Housing Units;
- (c) commercial units;
- (d) any other floorspace;
- (e) property; and
- (f) land;

CPIH means the Consumer Prices Index including owner occupiers' housing costs known as CPIH published monthly by the Office for National Statistics or, if the Consumer Prices Index including owner occupiers' housing costs is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

Date of Deemed Service means, in each instance where a Chargee has served a Default Notice under paragraph 5.1(a), the later of the following two dates:

- (a) the following date in respect of service on the Council:
 - (i) in the case of service by delivery by hand of the Default Notice to the Council's offices at Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ between 09.00 a.m. and 05.00 p.m. (and having obtained a signed receipt as proof from an officer on the desk), the date on which the Default Notice is so delivered; or
 - (ii) in the case of service by using first class registered post to the Council's offices at the address on the first page of this agreement, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise);

- (b) the following date in respect of service on the GLA:
 - (i) in the case of service by delivery by hand of the Default Notice to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered to both the GLA's offices and TfL's offices; or
 - (ii) in the case of service by using first class registered post to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning), the second Working Day after the date on which the Default Notice is posted to both the GLA's offices and TfL's offices (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to both the GLA's offices and TfL's offices (by Royal Mail proof of delivery or otherwise);

Default Notice means a notice in writing served on the GLA and the Council by the Chargee under paragraph 5.1(a) of the Chargee's intention to enforce its security over the relevant Affordable Housing Units;

Development Viability Information means:

- (a) in respect of the Early Stage Review, the Mid-Stage Review 1 and the Mid-Stage Review 2, an Updated Viability Appraisal and, if the Updated Viability Appraisal shows a Surplus Arises, an Additional Affordable Housing Statement; and
- (b) in respect of the Late Stage Review, an Updated Viability Appraisal and information to establish the Average Open Market Housing Value, the Average Social Rented Housing Value, Average London Affordable Rented Housing Value, Average Tower Hamlets Living Rent Housing Value, Average London Living Rent Housing Value and the Average London Shared Ownership Housing Value;

Direction means a direction to the Regulator of Social Housing in relation to rent given by the Secretary of State from time to time pursuant to Section 197 of the Housing and Regeneration Act 2008;

Disposal means:

- (a) the Sale of a Component(s) of the Development;
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and **Dispose, Disposals and Disposed** shall be construed accordingly;

Early Stage Review means a review of the viability of the Development in accordance with Part 4 of Schedule 5;

Eligible Purchaser means a purchaser or purchasers who at the date of purchasing the relevant London Shared Ownership Housing Unit:

- (a) has a Household Income not exceeding £90,000 or such other amount last published by the GLA;
- (b) is at least 18 years old;
- (c) can demonstrate that they can afford and sustain the purchase; and
- (d) does not own another home in the UK or abroad;

Eligible Renter means an individual or individuals who at the date of renting the relevant London Living Rent Housing Unit:

- (a) does not have sufficient combined current savings to purchase a home in the local area in which the relevant London Living Rent Housing Unit is located;
- (b) has a Household Income not exceeding the relevant upper limit last published by the GLA such amount at the date of this agreement being £60,000;
- (c) lives or works in Greater London; and
- (d) meets the other criteria (if any) published by the GLA from time to time;

External Consultant means an external consultant appointed under Part 4, Part 5, Part 6 and/or Part 7 of Schedule 5 to assess the Development Viability Information;

Fraudulent Transaction means:

- (a) a transaction the purpose or effect of which is to artificially reduce gross development value and/or artificially increase build costs; or
- (b) a Disposal that is not an arm's length third party bona fide transaction;

GDV means the gross development value of the Development or a Component of the Development as the context requires;

Habitable Room means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, studies, bathrooms, toilets, corridors and halls;

Household means in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate), share that unit with A and one another as the only or main residence of both A and such other persons;

Household Income means:

- (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households;

Intention Notice means a notice in writing served on the Chargee by the GLA or the Council under paragraph 5.2 that the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units;

Intermediate Housing means London Living Rent Housing, London Shared Ownership Housing and any other product (as the context requires) that is recognised as an intermediate affordable housing product in the Council's development plan or the London Plan unless otherwise agreed by the GLA and the Council in their sole and absolute discretion;

Late Stage Review means a review of the viability of the Development in accordance with Part 7 of Schedule 5;

Late Stage Review Cap means a cap on the Late Stage Review Contribution as calculated in accordance with the formula in Annex 2 of Schedule 5;

Late Stage Review Contribution means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area, the amount of which, subject to paragraph 19.13 of Schedule 5, shall be calculated in accordance with paragraph 7.6 of Schedule 5;

Late Stage Review Date means the earliest date on which 85 per cent of the Residential Units have been Occupied, where the number of Residential Units comprises the sum of the total number of Residential Units approved in Phase A and pursuant to Reserved Matters Approvals and the number of Residential Units expected to be delivered pursuant to the Development that are yet to be consented but are shown in the Latest Affordable Housing Plan;

London Affordable Rented Housing means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

- (a) including Service Charges, up to 80 per cent of local market rents; and

- (b) excluding Service Charges, no higher than (i) the relevant benchmark rents published by the GLA annually or (ii) if no such benchmark rents have been published by the GLA in the last 12 months, the latest relevant benchmark rents published by the GLA plus any increase permitted under the Rent Standard;

London Affordable Rented Housing Unit means the Affordable Housing Units to be delivered as London Affordable Rented Housing;

London Housing Design and Quality Standards means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016;

London Living Rent Housing means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters (subject to paragraph 6.3) on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPIH for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with paragraph (d) below; and
- (d) on the basis that annual housing costs, including rent and Service Charges:
 - (i) must not exceed the lowest of (A) the relevant maximum rents published by the GLA annually; (B) 80 per cent of market rent; and (C) 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) last published by the GLA; and
 - (ii) in respect of the following sizes of units, must not exceed 28 per cent of the corresponding annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):
 - (A) one-bedroom: £50,000;
 - (B) two-bedroom: £55,000;
 - (C) three-bedroom: £60,000; and
 - (D) four-bedroom: £60,000,

SAVE THAT the restriction in sub-paragraph (ii) applies in relation only to the first letting of each London Living Rent Housing Unit and in any event shall cease to apply to any London Living Rent Housing Unit that has not been reserved or rented by an Eligible Renter within the three-month period from the date on which the unit is first made available for Occupation PROVIDED THAT during this period the Developer has used reasonable endeavours to let the unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website);

London Living Rent Housing Units means the Affordable Housing Units to be delivered as London Living Rent Housing and any Affordable Housing Units which are to cease being London Shared Ownership Housing Units and be provided instead as London Living Rent Housing under paragraph 7.4;

London Shared Ownership Housing means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which:

- (a) initial annual rent must not exceed 2.75 per cent of the value of the unsold equity;
- (b) annual rent increases must not exceed the corresponding percentage increase in CPIH (which shall be deemed to be nil where there is no increase) (using the latest published CPIH figure and the CPIH figure for the corresponding month in the previous year) plus 0.5 percentage points;
- (c) the term of the lease must be at least 150 years;
- (d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):
 - (i) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) last published by the GLA; and
 - (ii) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the relevant annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income):
 - (A) one-bedroom: £65,000;
 - (B) two-bedroom: £80,000; and
 - (C) three-bedroom: £90,000;

SAVE THAT the restriction in sub-paragraph (ii) applies in relation only to the first letting of each London Shared Ownership Housing Unit and in any event shall cease to apply to any London Shared Ownership Housing Unit that has not been reserved or purchased by an Eligible Purchaser within the three-month period from the date on which the unit is first made available for Occupation PROVIDED THAT during this period the Developer has used reasonable endeavours to sell the unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website); and

- (e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide are met,

and **London Shared Ownership Lease** and **London Shared Ownership Lessee** shall be construed accordingly;

London Shared Ownership Housing Units means the Affordable Housing Units to be delivered as London Shared Ownership Housing and any Purchased LLR Units;

Low Cost Rented Housing means Social Rented Housing, London Affordable Rented Housing or Tower Hamlets Living Rent Housing or all or any of them (as the context requires);

LSO Market Value means the price certified in a Valuer's Certificate which the relevant London Living Rent Housing Unit would fetch on the date of the certificate if the unit was sold as London Shared Ownership Housing on the open market by a willing seller and on the assumption that 100 per cent of the interest in the unit had been acquired by the tenant and disregarding the following matters:

- (a) any mortgage of any tenant's interest;
- (b) any interest in or right over the unit created by any tenant;
- (c) any improvement made by any tenant; and
- (d) any failure by any tenant to carry out the repair and decoration obligations in their tenancy agreement;

Market Value means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date or the date of the valuation of the London Shared Ownership Housing Unit (as appropriate) based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development to be assessed by the GLA and the Council, disregarding Fraudulent Transactions and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

Mid-Stage Review 1 means a review of the viability of the Development in accordance with Part 5 of Schedule 5;

Mid-Stage Review 1 Date means the earliest date on which more than 90 per cent of the Residential Units in Phase A have been Occupied;

Mid-Stage Review 2 means a review of the viability of the Development in accordance with Part 6 of Schedule 5;

Mid-Stage Review 2 Date means the earliest date on which 65 per cent of the total number of Residential Units approved and Residential Units otherwise expected to be delivered pursuant to the Development shown in the Latest Affordable Housing Plan have been Occupied;

Moratorium Period means, in each instance where a Chargee has served a Default Notice under paragraph 5.1(a), the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council);

Open Market Housing Units means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units;

Option means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 5.3 for the purchase of the Affordable Housing Units;

Outline Phase means one or more of Phase B, Phase C and Phase D (as the context requires);

Pay-to-Use Amenities means the amenities of the Development for the use and enjoyment of Occupiers of the Residential Units which are not Common Amenities, the details of which are to be set out in the Amenities Strategy;

Perpetuity means the life of the Development;

Public Subsidy means funding from the Council and/or the GLA together with any additional public subsidy secured by the Developer or an Affordable Housing Provider to support the delivery of the Development;

Purchased LLR Unit means any London Living Rent Housing Unit which is acquired by its tenant or by another Eligible Purchaser and subsequently owned by that tenant or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 6;

Quarter Day means 25 March, 24 June, 29 September and 25 December;

Re-Provided Residential Units means 252 Social Rented Housing Units (comprising 880 Habitable Rooms) to replace the existing Social Rented Housing dwellings on the Application Site that are to be demolished as part of or in connection with the Development;

Regulator of Social Housing means the Regulator of Social Housing established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation;

Relevant Review Date means:

- (a) in relation to the Early Stage Review (if applicable), the date on which the Development Viability Information is submitted pursuant to paragraph 9 of Schedule 5;
- (b) in relation to the Mid-Stage Review 1, the Mid-Stage Review 1 Date;
- (c) in relation to the Mid-Stage Review 2, the Mid-Stage Review 2 Date; and
- (d) in relation to the Late Stage Review, the Late Stage Review Date;

Rent Standard means any standard set by the Regulator of Social Housing in relation to rent (including any associated explanatory notes, statements or guidance) from time to time under Section 194 of the Housing and Regeneration Act 2008 pursuant to any then applicable Direction;

Rents and Nominations Agreement means an agreement to be entered into by the Council and the Affordable Housing Provider substantially in the form of the draft attached at Appendix D or such other suitable form agreed by the relevant Affordable Housing Provider and the Council (each acting reasonably) and providing the Council

with 100 per cent nomination rights in respect of the Affordable Housing Units in Perpetuity (or, in relation to the London Shared Ownership Housing Units, for the term of the relevant London Shared Ownership Lease) (and for the avoidance of doubt in the event of conflict between the form of that agreement and the provisions of this agreement, the provisions of this agreement shall prevail);

Returning Tenant means, subject to paragraph 8.2, an individual who in the period from (and including) 23 September 2020 (being the date of the Landlord Offer) to (but excluding) the Commencement Date had a tenancy of a Social Rented Housing dwelling on the Application Site that is to be demolished as part of or in connection with the Development excluding any such individual who has:

- (a) been granted and accepted a tenancy of a Social Rented Housing dwelling outside the Application Site; or
- (b) otherwise confirmed in writing that they do not wish to be rehoused on the Application Site;

Review Stage Return means, in respect of each Updated Viability Appraisal, the profit on the GDV shown in that appraisal;

RTA Purchaser means a former tenant of an Affordable Housing Unit who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling a tenant of an Affordable Housing Provider to purchase their home(s);

Sale means:

- (a) the sale of the freehold of a Component; or
- (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent,

and **Sold** shall be construed accordingly;

Service Charges means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that unit including charges for access to and use of Common Amenities;

Social Rented Housing means rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;

Social Rented Housing Units means the Affordable Housing Units to be made available for Social Rented Housing;

Staircasing means the acquisition of a London Shared Ownership Lessee of additional equity in a unit of London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and **Staircased** shall be construed accordingly;

Substantial Implementation means both of the following:

- (a) the completion of the superstructure including the ground floor slab for two Blocks within Phase A; and

- (b) the letting of a construction contract for the delivery of Phase A with the exception of Block J;

Substantial Implementation Target Date means the date falling 25 months after the date of grant of the Permission;

Sums Due means all sums due to a Chargee of the Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;

Surplus Arises means, in relation to each Updated Viability Appraisal, that the Review Stage Return exceeds the Target Return and a **Surplus Has Arisen** and a **Surplus Arising** will be construed accordingly and **no Surplus Has Arisen** shall mean that the Review Stage Return does not exceed Target Return;

Target Rents means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the rent caps, rent flexibility level and limit on changes to rents as set out in the Rent Standard from time to time;

Target Return means a profit on the GDV of 11 per cent (excluding any grant funding), being the target return for the Development;

Tower Hamlets Living Rent Housing means the housing product (not required to be let at Target Rents) through which homes are let at Borough wide rent levels (inclusive of Service Charges) published by the Council annually and calculated with reference to one third of median incomes in the Borough or where rent levels cease to be published annually by the Council let at the last published rent level and indexed as permitted for Affordable Housing from time to time or such other rent level as may be agreed in writing with the Council, such rent levels being at the date of this agreement the following weekly rent levels in respect of any Tower Hamlets Living Rent Housing Units provided in Phase A:

Number of Bedrooms	Tower Hamlets Living Rent (THLR) 22/23 (inclusive of service charges) £per week
1 bed	£250.64
2 bed	£275.51
3 bed	£300.77
4 bed	£325.83
5 bed	£350.90

Tower Hamlets Living Rent Housing Units means any Affordable Housing Units to be made available for Tower Hamlets Living Rent Housing;

Unrestricted Market Value means the Market Value of the relevant London Shared Ownership Housing Unit established on the special assumption that the relevant unit is free from the London Shared Ownership Housing restrictions in this agreement;

Updated Viability Appraisal means, as part of each Viability Review, an update to the Application Stage Viability Appraisal which must meet the requirements in Part 2 of Schedule 5;

Valid Reserved Matters Application means a Reserved Matters Application that has been submitted to the GLA or the Council (as appropriate) which includes the items listed as being required for reserved matters applications on the Council's planning applications checklist in force at the time of submission of the relevant Reserved Matters Application which for the avoidance of doubt is the Council document titled "Full and Outline Planning Applications Checklist May 2022" at the date of this agreement;

Valuer's Certificate means a written certificate from an associate, member or fellow of the Royal Institution of Chartered Surveyors confirming the LSO Market Value of a London Living Rent Housing Unit; and

Viability Review means the Early Stage Review, the Mid-Stage Review 1, the Mid-Stage Review 2 or the Late Stage Review, as the context requires.

2. **Affordable Housing minimum and maximum provision**

2.1 The Developer covenants with and undertakes to the GLA and the Council to provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule 4.

2.2 At the completion of each Outline Phase and at the completion of the Development, the Affordable Housing Units shall comply with the requirements of the Affordable Housing Minimum Quantum and the Affordable Housing Minimum Tenure Split.

2.3 Nothing in this agreement requires the Developer to provide more than the Affordable Housing Cap.

3. **Provision of and use as Affordable Housing**

General

3.1 The Developer shall ensure that the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Permission.

3.2 The Developer shall ensure that at least 10 per cent (by Habitable Room) of the Low Cost Rented Housing in each Phase is provided as Accessible Residential Units.

3.3 The Developer shall not Occupy more than 50 per cent of the Residential Units in each Phase until the Accessible Residential Units in that Phase have been completed and made available for Occupation.

Block J and provision of Affordable Housing Units (Phase A)

3.4 If the Developer has not acquired the freehold interest or a leasehold interest with a term of at least 150 years in the whole of the Block J Land before the date of submission of the first Reserved Matters Application for Phase B, the Developer shall submit a Block J Alternative Strategy to the Council.

3.5 The Developer shall not submit any Reserved Matters Application for Phase B:

- (a) until it has acquired the freehold interest or a leasehold interest with a term of at least 150 years in the whole of the Block J Land and has provided evidence of its acquisition to the Council; or

- (b) unless the Developer has submitted, and the Council have approved, a Block J Alternative Strategy.

3.6 The Developer shall construct, complete and provide the Affordable Housing Units (Phase A) in accordance with the tenure and mix set out in the following table in the locations shown on Plan 6:

	Social Rented Housing			Intermediate Housing		
	Units	Habitable Rooms	Of which Accessible Residential Units	Units	Habitable Rooms	Of which Accessible Residential Units
Studio	0	0	0	0	0	0
1-bed	10	20	0	1	2	0
2-bed	26	78	0	10	30	2
3-bed	30	150	10	0	0	0
4-bed	15	90	0	0	0	0
5-bed	0	0	0	0	0	0
6-bed	4	32	0	0	0	0
Total	85	370	10	11	32	2

3.7 The Developer shall not Occupy more than 50 per cent of the Open Market Housing Units in Phase A until:

- (a) 38.8% of the Residential Units in Phase A (comprising at least 321 Habitable Rooms) have been completed and are ready and available for Occupation as Affordable Housing; and
- (b) a contract or contracts for the disposal to an Affordable Housing Provider of 38.8% of the Residential Units in Phase A (comprising at least 321 Habitable Rooms) has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs (i), (ii) and (iii) below in relation to the units being acquired:
- (i) to comply and procure compliance with the terms of this agreement in so far as they relate to the relevant Affordable Housing Units (Phase A);
 - (ii) to enter into a Rents and Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units (Phase A); and
 - (iii) not to sub-divide any Affordable Housing Unit (Phase A) and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit (Phase A).

3.8 The Developer shall not Commence Phase C until:

- (a) all of the Affordable Housing Units (Phase A) have been completed and are ready and available for Occupation as Affordable Housing; and
- (b) a contract or contracts for the disposal to an Affordable Housing Provider of all of the Affordable Housing Units (Phase A) has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs (i), (ii) and (iii) below in relation to the units being acquired:
 - (i) to comply and procure compliance with the terms of this agreement in so far as they relate to the relevant Affordable Housing Units (Phase A);
 - (ii) to enter into a Rents and Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units (Phase A); and
 - (iii) not to sub-divide any of the relevant Affordable Housing Units and to ensure that a covenant to this effect is secured in each disposition of the relevant Affordable Housing Unit (Phase A).

Provision of Affordable Housing Units (Outline Phases)

- 3.9 Concurrently with each Reserved Matters Application for each Outline Phase, the Developer shall submit (i) an updated Affordable Housing Plan demonstrating how that Outline Phase will comply with the Affordable Housing Minimum Quantum, the Affordable Housing Minimum Tenure Split and the relevant Agreed Minimum Tenure Mix; and (ii) a statement prepared in conjunction with the Affordable Housing Provider setting out estimated Service Charges.
- 3.10 The Developer shall not Commence each Outline Phase until the documents required to be submitted under paragraph 3.9 have been approved by the Council (or the GLA, if the Mayor of London is determining the relevant Reserved Matters Application) concurrently with a Reserved Matters Approval for that Outline Phase.
- 3.11 The Developer shall construct and complete the Affordable Housing Units in each Outline Phase in accordance with the Latest Affordable Housing Plan approved concurrently with a Reserved Matters Approval for that Outline Phase or as part of an Additional Grant-Funded Affordable Housing Statement.
- 3.12 The Developer shall not Occupy more than 50 per cent of the Open Market Housing Units in each Outline Phase until:
 - (a) all of the Affordable Housing Units in that Outline Phase have been completed and are ready and available for Occupation as Affordable Housing; and
 - (b) a contract or contracts for the disposal to an Affordable Housing Provider of the Affordable Housing Units in that Outline Phase has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs (i), (ii) and (iii) below in relation to the units being disposed:
 - (i) to comply and procure compliance with the terms of this agreement in so far as they relate to the units being disposed;
 - (ii) to enter into a Rents and Nominations Agreement prior to first Occupation of the units being disposed; and

- (iii) not to sub-divide any units being disposed and to ensure that a covenant to this effect is secured in each disposition of each unit being disposed.

3.13 In respect of each of Phases A and B, the Developer shall not Occupy more than 90 per cent of the Open Market Housing Units in that Phase until a Valid Reserved Matters Application has been submitted for at least 250 Residential Units in the next Phase.

3.14 The Developer shall not Occupy more than 90 per cent of the Open Market Housing Units in Phase C until a Valid Reserved Matters Application has been submitted for at least 150 Residential Units in Phase D.

Provision of Re-Provided Housing Units

3.15 The Developer shall Practically Complete and make available for Occupation all of the Re-Provided Residential Units in each Phase prior to Occupation of any Open Market Housing Units in that Phase.

3.16 The Developer shall not Occupy any Open Market Housing Units in each Phase unless and until the Re-Provided Residential Units in that Phase have all been Practically Completed.

Use and retention as Affordable Housing

3.17 The Developer shall not Occupy any:

- (a) Social Rented Housing Units other than as Social Rented Housing in Perpetuity;
- (b) London Affordable Rented Housing Units other than as London Affordable Rented Housing in Perpetuity;
- (c) London Shared Ownership Housing Units other than as London Shared Ownership Housing for the term of the relevant London Shared Ownership Housing Lease, save where the tenant has acquired the entirety of the equity in the relevant unit through Staircasing;
- (d) London Living Rent Housing Units other than as London Living Rent Housing in Perpetuity; and
- (e) any Tower Hamlets Living Rent Housing Units other than as Tower Hamlets Living Rent Housing in Perpetuity.

Marketing of London Shared Ownership Housing Units and London Living Rent Housing Units

3.18 The Developer shall market each London Shared Ownership Housing Unit and each London Living Rent Housing Unit exclusively to Local People for the three-month period starting from the date on which the relevant unit will be first made available for Occupation and during this period the Developer shall use Reasonable Endeavours to let or sell the relevant unit including marketing through the GLA's Homes for Londoners online portal (or any successor/replacement website).

4. Exclusion of liability

The obligations and restrictions contained in this Schedule 4 shall not bind:

4.1 any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge

(and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 5 below;

- 4.2 any RTA Purchaser;
- 4.3 any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;
- 4.4 any lessee of a London Shared Ownership Housing Unit who has Staircased to 100 per cent ownership of such unit; and
- 4.5 any person or body deriving title through or from any of the parties mentioned in paragraphs 4.1-4.4 (inclusive).

5. Chargee in possession

- 5.1 In order to benefit from the protection granted by paragraph 3 above, a Chargee must:
 - (a) prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (i) on the Council delivered by hand to the Council's offices at Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ between 09.00 a.m. and 05.00 p.m. (and having obtained a signed receipt as proof from an officer on the desk) or using first class registered post to the Council's offices at the address on the first page of this agreement in either case addressed to the Head of Planning and Head of Legal Services of the Council; and
 - (ii) on the GLA either (A) by delivery by hand to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day or (B) by using first class registered post to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning);
 - (b) when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - (c) subject to paragraph 5.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 5.3 below.
- 5.2 From (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.
- 5.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) (the **Buyer**)), the Chargee will grant the Buyer an

exclusive Option to purchase the relevant Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 5.4(b) below or determined in accordance with paragraph 5.5 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 5.4(b) below or determined in accordance with paragraph 5.5 below, but subject to paragraph 5.3(d) below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval; and
 - (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

5.4 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
 - (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule 4; and
 - (ii) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

5.5 On the date falling 10 Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 5.4(b) above:

- (a) the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 5.4(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this agreement;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

5.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 4 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- (a) neither the GLA nor the Council has served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

5.7 The GLA and the Council (and the GLA's or the Council's nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 5.1-5.6 above (inclusive).

5.8 If the GLA, TfL or the Council notifies the Developer in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 5.1, references to the old address in paragraph 5.1 and the definition of "Date of Deemed Service" in paragraph 1 shall be read as references to the new address.

6. **Renewal of tenancies and acquisition of London Living Rent Housing Units**

6.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.

6.2 On or about the date of exchange of each tenancy agreement for each London Living Rent Housing Unit, the Developer shall inform the relevant tenant (or tenants) of:

- (a) the tenant's right under paragraph 6.1 above, how to exercise this right and that this right is subject to the tenant (or tenants together) being an Eligible Purchaser at the time the right is exercised; and
- (b) other options available to the tenant for future home ownership.

- 6.3 If the tenant of a London Living Rent Housing Unit notifies the Developer not later than the date falling two months before the end of their tenancy that they wish to extend their tenancy, the Developer shall extend that term of that tenancy or grant a new tenancy of that London Living Rent Housing Unit to that tenant PROVIDED THAT on the date of the extension or grant of a new tenancy:
- (a) less than 10 years has passed since the date of the first letting of that London Living Rent Housing Unit; and
 - (b) either:
 - (i) the tenant continues to be (or, in the case of multiple tenants, all of the tenants continue to comprise) an Eligible Renter; or
 - (ii) the tenant (or, in the case of multiple tenants, tenants together) would be an Eligible Purchaser were they to acquire the London Living Rent Housing Unit as London Shared Ownership Housing.
- 6.4 Any extension or grant of a new tenancy under paragraph 6.3 above shall be treated as a continuation of the existing tenancy rather than a subsequent letting for the purposes of rent-setting.
- 6.5 If the tenant of a London Living Rent Housing Unit notifies the Developer of their intention to acquire that unit as London Shared Ownership Housing pursuant to paragraph 6.1 above, the Developer shall, within 20 Working Days of receiving that notice, procure at its own cost a valuation of that unit and send to the tenant a Valuer's Certificate certifying the LSO Market Value of that unit, SAVE THAT the Developer shall not be required to procure more than one such valuation per unit in any 12-month period.
- 6.6 The tenant may elect to obtain a Valuer's Certificate at their own cost.
- 6.7 If, not later than three months after the date of a Valuer's Certificate, the tenant confirms to the Developer by written notice that they will acquire the relevant unit as London Shared Ownership Housing, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant as soon as reasonably practicable PROVIDED THAT the tenant remains (or, in the case of multiple tenants, the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease and FURTHER PROVIDED THAT (unless otherwise agreed between the Developer and the tenant(s)) on completion not more than four months has passed since the date of the Valuer's Certificate.
- 6.8 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 6.9 The price or premium payable for the acquisition of a London Living Rent Housing Unit as London Shared Ownership Housing under this paragraph 6 shall not exceed the amount X to be calculated as follows:

$$X = A \times B$$

where:

A is the percentage interest being initially acquired in the unit (%), which must not be less than 10 and not be more than 75; and

B is the LSO Market Value of the unit (£) last certified in a Valuer's Certificate procured by the Developer or the relevant tenant, in the latter case PROVIDED THAT the tenant has sent a copy of the Valuer's Certificate to the Developer.

- 6.10 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 6.7 or paragraph 6.8 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 6.11 The Developer shall not Occupy the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant London Shared Ownership Lessee has Staircased to 100 per cent equity.

7. **Affordability of London Shared Ownership Housing Units**

- 7.1 In relation to each London Shared Ownership Housing Unit, not earlier than three months before practical completion of that unit but not later than first Occupation of that unit, the Developer shall notify the GLA and the Council of the current Unrestricted Market Value of the unit.
- 7.2 If requested by the GLA or the Council, the Developer shall provide to the GLA or the Council (as the case may be) any reasonably required evidence justifying the current unrestricted market value of the relevant unit.
- 7.3 The Developer shall not Occupy any London Shared Ownership Housing Unit until:
- (a) it has notified the GLA and the Council of the current unrestricted market value of that unit and 20 Working Days have passed with neither the GLA nor Council making a request for evidence justifying that value; or
 - (b) if, within 20 Working Days of the Developer's notification of the current unrestricted market value of that unit, to the GLA and/or the Council has requested evidence justifying that value, 20 Working Days have passed since that the evidence was last sent with neither the GLA nor the Council challenging that evidence or requiring further evidence; or
 - (c) the GLA or the Council (or both, if the GLA and the Council have both requested evidence) has confirmed in writing that it is satisfied with the evidence provided by the Developer justifying the current unrestricted market value of that unit.
- 7.4 If the unrestricted market value of any London Shared Ownership Housing Unit (save for Purchased LLR Units) exceeds the Affordability Threshold on the date on which that unit is first marketed, that unit shall:
- (a) be marketed as a London Shared Ownership Housing Unit with a rent of the non-equity part of the London Shared Ownership Housing Unit of 2.25 per cent; and
 - (b) if following nine months of marketing in accordance with paragraph 7.4(a) above the London Shared Ownership Housing Unit has not been occupied as a London Shared Ownership Housing Unit it shall cease to be a London Shared Ownership Housing Unit and shall instead be provided as a London Living Rent Housing Unit and be subject to the provisions in this agreement relating to London Living Rent Housing

SAVE THAT this paragraph 7.4 shall never apply to more than 25 per cent of London Shared Ownership Housing Units in each Phase.

8. Social Rented Housing Units and Returning Tenants

Right of first refusal for Returning Tenants

8.1 In respect of every Social Rented Housing Unit, the Developer shall:

- (a) not later than three months prior to the Practical Completion of the Social Rented Housing Unit, offer in writing to let that unit to a Returning Tenant before letting or offering to let that unit to any other person and to allow that Returning Tenant a period of at least three months to accept the offer; and
- (b) not let nor offer to let that unit to any person other than Returning Tenants unless and until three months have passed since that unit was first offered to a Returning Tenant and no Returning Tenant has accepted a letting of that unit,

SAVE THAT this paragraph 8.1 shall cease to apply when all Returning Tenants have been granted leases of Social Rented Housing Units.

8.2 A Returning Tenant shall cease to be a Returning Tenant if and when:

- (a) an offer of a letting of a Social Rented Housing Unit has been made to them under paragraph 8.1;
- (b) the Developer has taken appropriate and sufficient measures to engage with the Returning Tenant to ensure that the Returning Tenant is aware of and understands the offer; and
- (c) the Returning Tenant has not responded to the Developer within three months of the offer (whether that is to accept or refuse the offer).

8.3 In respect of each Returning Tenant, not later than three months before that Returning Tenant's previous Affordable Housing dwelling on the Application Site is demolished, the Developer shall offer to let a Social Rented Housing Unit to that Returning Tenant.

Specification of replacement homes and terms of tenancies

8.4 The Developer shall ensure that every Social Rented Housing Unit offered to a Returning Tenant:

- (a) has a sufficient number of bedrooms to accommodate the Returning Tenant's household; and
- (b) has at least the same number of both floors and bedrooms and at least the same floor area as the Returning Tenant's previous Affordable Housing dwelling on the Application Site, unless otherwise agreed with the Returning Tenant.

8.5 If a Social Rented Housing Unit is offered to and accepted by a Returning Tenant, the Developer shall ensure that:

- (a) the rent (per sq m) initially payable by the Returning Tenant is not more than the rent (per sq m) last payable under the Returning Tenant's tenancy of their previous Affordable Housing dwelling on the Application Site plus any increase that would have been permitted under that previous tenancy as at the date of that initial payment;

- (b) rent increases in percentage terms are no more than would have been permitted under the Returning Tenant's tenancy of their previous Affordable Housing dwelling on the Application Site; and
- (c) the tenancy provides the same security of tenure as provided under the Returning Tenant's tenancy of their previous Affordable Housing dwelling on the Application Site.

9. Service Charges

- 9.1 The Developer shall ensure and procure that the amount of the Service Charges is fair and reasonable and no more than the actual cost of the services provided.
- 9.2 The Developer shall have due regard to the affordability of Service Charges in progressing design and management strategies for the Affordable Housing Units.
- 9.3 The Developer shall consult with at least one Affordable Housing Provider before commencing detailed design work on the Development to ensure that planned maintenance costs that will be charged as Service Charges are given significant weight.
- 9.4 The Developer shall not enter into an agreement with an Affordable Housing Provider for the disposal of any Affordable Housing Units unless and until the maximum initial amount of the Service Charges which may be levied in relation to the Affordable Housing Units (such amount to be justified by reference to details of service charges levied on comparable developments located in the Council's administrative area comprising Affordable Housing) has been submitted to and approved in writing by the Council.
- 9.5 The Developer shall not, and shall ensure and procure that the relevant Affordable Housing Provider shall not, increase the maximum amount of Service Charges which may be levied in respect of the Affordable Housing Units above the maximum amount approved under sub-paragraph 9.4 above (other than annual increases not exceeding the increase in the CPIH over the year ending on the date on which the CPIH figure was last published) until:
 - (a) it (or the relevant Affordable Housing Provider) has notified the Council of the revised maximum amount of Service Charges it proposes to levy (such amount to be justified by reference to details of service charges levied on comparable developments located in the Council's administrative area comprising Affordable Housing);
 - (b) it (or the relevant Affordable Housing Provider) has provided within 15 Working Days of any request by the Council such other details as may reasonably be requested by the Council as to the process undertaken and the matters taken into account in setting the revised maximum amount of Service Charges to be levied; and
 - (c) the revised maximum amount of Service Charges which may be levied has been approved by the Council.
- 9.6 The Developer shall ensure that Occupiers of the Affordable Housing Units have the same full and unrestricted rights of access to and use of all Common Amenities as are available to Occupiers of the Open Market Housing Units at no additional charge other than Service Charges.
- 9.7 The Developer shall ensure that every Occupier of the Affordable Housing Units has the same full and unrestricted rights of access to and use of any Pay-to-Use Amenities as

are available to Occupiers of the Open Market Housing Units where such Occupier of the Affordable Housing Units agrees to pay for access and use of the relevant Pay-to-Use Amenities at a fair and reasonable charge (which must not exceed the proportional actual cost of providing the relevant Pay-to-Use Amenities).

- 9.8 Before Occupation of any Residential Units, the Developer shall submit an Amenities Strategy to the Council for approval.
- 9.9 The Developer shall not Occupy any Residential Units until the Council has approved the Amenities Strategy.
- 9.10 The Developer shall comply with the approved Amenities Strategy for the life of the Development.
- 9.11 In relation to Service Charges for the Affordable Housing Units, the Developer shall comply with the Mayor of London's Service Charges Charter dated December 2021 or any replacement GLA guidance or policy.

10. Post-application grant funding

- 10.1 In all applications for additional grant funding from the Council and/or the GLA after the date of this agreement for the provision of Additional Grant-Funded Affordable Housing Units in the Development (including where an Affordable Housing Provider agrees to fund or purchase Affordable Housing in the Development additional to the Affordable Housing Units required to comply with the Affordable Housing Minimum Quantum), the Developer shall prioritise Social Rented Housing as the tenure to be funded by that grant funding subject to the terms on which the grant provider is offering the grant.
- 10.2 If the Developer secures additional grant funding from the Council and/or the GLA after the date of this agreement for the provision of Additional Grant-Funded Affordable Housing Units in the Development (including where an Affordable Housing Provider agrees to fund or purchase Affordable Housing in the Development additional to the Affordable Housing Units required to comply with the Affordable Housing Minimum Quantum), the following provisions of this paragraph 10 shall apply.
- 10.3 No later than five Working Days after the date of the relevant grant agreement, the Developer shall notify the Council (with a copy to the GLA) in writing of the grant amount, the number and tenure of the Affordable Housing units required and the deadlines and/or milestone dates for acquisition, construction and completion of those units under the grant agreement.
- 10.4 No later than 20 Working Days after the date of the relevant grant agreement, the Developer shall submit an Additional Grant-Funded Affordable Housing Statement to the Council (with a copy to the GLA).
- 10.5 The GLA may make representations to the Council on the Additional Grant-Funded Affordable Housing Statement.
- 10.6 The Council shall not decide whether or not to approve the Additional Grant-Funded Affordable Housing Statement unless and until either 20 Working Days have passed after the Developer submitted the Additional Grant-Funded Affordable Housing Statement or, if earlier, it has received the GLA's representations.
- 10.7 The Council shall notify the Developer (with a copy to the GLA) in writing of the Council's decision as to whether to approve the Additional Grant-Funded Affordable Housing Statement, such approval not to be withheld except on the grounds that (i) the Additional Grant-Funded Affordable Housing Statement does not meet the requirements

in the definition of "Additional Grant-Funded Affordable Housing Statement" in paragraph 1 or (ii) the Council is of the view that the location of the proposed Additional Grant-Funded Affordable Housing Units is not acceptable in planning terms, and such approval in any event not to be unreasonably delayed.

10.8 If the Council does not approve the Additional Grant-Funded Affordable Housing Statement, the Council shall provide its reasons in its notification and the Developer shall submit a revised Additional Grant-Funded Affordable Housing Statement to the Council (with a copy to the GLA) no later than 20 Working Days after the date of the Council's notification.

10.9 The process in paragraphs 10.5-10.8 (inclusive) shall repeat until the Council has approved the Additional Grant-Funded Affordable Housing Statement.

11. **Public Subsidy**

Nothing in this agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following a Viability Review.

12. **Monitoring**

12.1 As soon as reasonably practicable following completion of this agreement and in any event no later than the next Quarter Day after the date of this agreement, the Council shall report to the Planning London Datahub the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of the Residential Units in Phase A and other relevant information relating to the Development as specified in the Planning London Datahub in accordance with the format shown in the following table:

Unit Type ¹	Tenure ²	Bedrooms Per Unit ³	Units	Habitable Rooms
Financial Contribution to Affordable Housing				£0

1 The rows in this column should set out the type of unit such as Flat, House or Studio/Bedsit.
 2 The rows in this column should set out the different housing tenures/products proposed as part of the scheme.
 3 This column represents the number of bedrooms for the unit type, tenure, units and habitable rooms being recorded in this row.

- 12.2 The Council shall report the following information to the GLA through the Planning London Datahub as soon as reasonably practicable after each Reserved Matters Approval is granted by the Council:
- (a) the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of the Affordable Housing Units in accordance with the format shown in the table at paragraph 12.1; and
 - (b) any changes in the type, tenure, number of bedrooms per unit, number of Habitable Rooms or affordability of the Affordable Housing Units.
- 12.3 If, following each submission of Development Viability Information, the Council decides that an Additional Affordable Housing Statement is not required, the Council shall report that decision to the Planning London Datahub as soon as reasonably practicable after the decision and in any event no later than the next Quarter Day after the decision.
- 12.4 The Council shall report the amount of the Late Stage Review Contribution to the GLA through the Planning London Datahub as soon as reasonably practicable after (and in any event no later than the next Quarter Day after) the Council's notification to the Developer that a Late Stage Review Contribution is required.
- 12.5 If any Affordable Housing is provided as part of the Development in addition to the Affordable Housing Units required to meet the Affordable Housing Minimum Quantum or the type, tenure, number of bedrooms per unit, number of Habitable Rooms or affordability of the Affordable Housing Units is changed (without breaching any of the requirements in this agreement), the Developer shall report the following information to the Council as soon as reasonably practicable:
- (a) the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of those units in accordance with the format shown in the table at paragraph 12.1;
 - (b) any changes in the type, tenure, number of bedrooms per unit, number of Habitable Rooms or affordability of the Affordable Housing Units.
- 12.6 As soon as reasonably practicable after receiving any information in paragraph 12.5, the Council shall report that information to the Planning London Datahub.

Schedule 5

Viability Reviews

Part 1 : Definitions

1. Definitions

The words and expressions defined in paragraph 1 of Schedule 4 shall have the same meanings in this Schedule 5.

Part 2 : Requirements for Updated Viability Appraisals

The Developer agrees with the GLA and the Council that each Updated Viability Appraisal will comply with the following requirements:

2. Basis of each review

- 2.1 Each Updated Viability Appraisal will re-run the base appraisal in the Application Stage Viability Appraisal using the same software with "Day 1" being the date of this agreement.
- 2.2 Each Updated Viability Appraisal will reflect actual costs incurred, current values and actual areas at the Relevant Review Date which will be substituted for the forecasts in the Application Stage Viability Appraisal.
- 2.3 Sufficient detail and evidence shall be provided for all inputs at Updated Viability Appraisal. In particular the "actuals" elements recording costs and values to date will be supported by documents such as final accounts for build contracts, schedules of sold prices and invoices and receipts. These will be provided on an open book basis unless a full justification (which should have reference to the public interest test and relevant statutory grounds) to not do so is provided to and accepted by the Council and the GLA.
- 2.4 All costs and revenues will be reviewed other than benchmark land value which will be fixed.
- 2.5 Assumed percentages for items such as professional fees will be replaced with actual costs where available.
- 2.6 The minimum level of Affordable Housing is the number of Affordable Housing Units required to comply with the Affordable Housing Minimum Quantum.
- 2.7 In the interests of transparency all Development Viability Information provided to the Council and the GLA pursuant to the requirements of this agreement shall be provided on an open book basis and shall be made publicly accessible except where otherwise provided by law.

3. General assumptions

- 3.1 Benchmark land value will be fixed at £2.76 million and comprises the existing use value of the existing Social Rented Housing on the Application Site. Benchmark land value will be phased according to the assumed development programme.
- 3.2 Target profit on the GDV is fixed at the Target Return.

3.3 Assumptions regarding gross external areas, gross internal areas, net internal areas and net saleable areas will be as set out in the Application Stage Viability Appraisal, with and unless actual areas are available.

4. **Costs**

4.1 Eligible costs shall comprise all construction costs associated with building and completion of the Development.

4.2 Costs that are both site-wide and phase-specific must not be double counted.

4.3 Ineligible costs are set out in Annex 1 to this Schedule 5 and include development management fees, developer overheads and joint venture costs.

4.4 Actual costs will be supported by evidence including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Developer's quantity surveyor, costs consultant or agent.

4.5 The Actual Finance Rate incurred will apply save in respect of costs that are ineligible pursuant to Annex 2 to this Schedule 5.

4.6 All costs and revenues of the Development will be reviewed, including the benchmark land value and the actual acquisition costs of the interests on the Application Site will be included in each Updated Viability Appraisal.

4.7 For the existing leasehold and freehold properties which are to be acquired in order to carry out the Development, the valuation of existing use value will be used except where statutory compensation is payable because the acquisition is undertaken through compulsory purchase or under threat of future compulsory purchase where there is a resolution from the Council or other acquiring authority to make a compulsory purchase order.

4.8 Where any residential or commercial occupiers are due to be paid statutory compensation following an acquisition under compulsory purchase or under threat of future compulsory purchase, all statutory compensation, disturbance payments and other negotiated compensation and professional fees are to be reviewed and actual costs used (these are to be included as development costs rather than benchmark land value).

4.9 Revenue from any grant or public subsidy is to be included at the time that the Developer receives such monies.

5. **Values**

5.1 The revenues and timings of receipts for Affordable Housing Units will be evidenced through Market Value where the relevant units are not disposed to an Affordable Housing Provider through an arms-length transaction between the Affordable Housing Provider and the Developer.

5.2 Where any Component is delivered as Build to Rent, actual GDV for this Component will equate to the total consideration relating to the unit(s)/block(s) disposed, i.e. any land receipt plus any additional amount included in a development agreement or similar. Any receipt(s) for units sold as Build to Rent will not have separate purchaser's costs applied to them and will be based on total consideration for the unit and reasonable costs for the Developer associated with the transaction (which shall exclude ineligible costs and double counting of eligible costs) and should be timed in each Updated Viability Appraisal in line with when the actual amounts were received.

6. Areas

To the extent Phases and/or Blocks have Reserved Matters Approval, actual floor areas should be substituted for estimated areas.

Part 3 : Application of Surplus

7. Application of surplus

- 7.1 Subject to paragraph 2.3 of Schedule 4, the Developer agrees with the GLA and the Council that, if a Surplus Arises under a Viability Review, the Affordable Housing Minimum Quantum will be increased and, in the case of the Late Stage Review, the Late Stage Review Contribution will be calculated in accordance with this paragraph 7.
- 7.2 In the case of the Early Stage Review, the Mid-Stage Review 1 and the Mid-Stage Review 2, the increase in "V" in the Affordable Housing Minimum Quantum will be the increase in the number of Habitable Rooms to be provided in Affordable Housing Units (at the tenure split specified below) that are required in order for the Review Stage Return in the approved Updated Viability Appraisal to reduce to the Target Return. This has the effect of applying all of the surplus to Affordable Housing.
- 7.3 If any required increase in Affordable Housing Units under paragraph 7.2 is not a whole number of units then anything less than 0.5 will be rounded down to the next whole number and any anything greater than or equal to 0.5 will be rounded up to the next whole number.
- 7.4 The tenure split of the Affordable Housing Units to be added to each Updated Viability Appraisal must be such that, after taking into account these units, the Development would continue to comply with the Affordable Housing Target Tenure Split.
- 7.5 The new Affordable Housing Units must be shown in an updated Affordable Housing Plan.
- 7.6 In the case of the Late Stage Review, the amount of the Late Stage Review Contribution is 60 per cent of the surplus derived from the approved Updated Viability Appraisal, where a Surplus Arises.

Part 4 : Early Stage Review

8. Early Stage Review trigger

- 8.1 The Developer shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has occurred no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has occurred and whether it occurred on or before the Substantial Implementation Target Date.
- 8.2 No later than five Working Days after receiving a written request from the GLA or the Council, the Developer shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether Substantial Implementation has occurred on or before the Substantial Implementation Target Date.
- 8.3 Following the Developer's notification pursuant to paragraph 8.1, the Developer shall afford the GLA and the Council (and the GLA's and the Council's agents) access to the

Site to inspect and assess whether or not the works which have been undertaken amount to Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:

- (a) provide the Developer with reasonable prior written notice of its intention to carry out such an inspection and the intended date of the inspection;
- (b) comply with relevant health and safety legislation throughout the duration of the inspection; and
- (c) at all times be accompanied by the Developer or appointed contractor or agent.

8.4 No later than 20 Working Days after the GLA and the Council receives:

- (a) notice pursuant to paragraph 8.1; or
- (b) if the GLA or the Council makes a request under paragraph 8.2, the additional documentary evidence,

the Council (and, if it elects to do so, the GLA) shall inspect the Site and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the Council (and, if the GLA has inspected the Site, the GLA) considers that Substantial Implementation has occurred and whether it occurred on or before the Substantial Implementation Target Date.

8.5 If the Council or the GLA notifies the Developer that the Council or the GLA considers that Substantial Implementation has not occurred then paragraphs 8.1-8.5 (inclusive) shall continue to apply mutatis mutandis until the Council (and, if the GLA has elected to inspect the Site, the GLA) has notified the Developer pursuant to paragraph 8.4 that Substantial Implementation has occurred.

8.6 The Developer shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Developer pursuant to paragraph 8.4 that Substantial Implementation has occurred on or before the Substantial Implementation Target Date;
- (b) the Council has confirmed under paragraph 10.9(d) or 10.10 that no Surplus Has Arisen; or
- (c) if a Surplus Has Arisen, the Council has confirmed under paragraph 10.9(d) or 10.10 its approval of an Additional Affordable Housing Statement.

9. **Submission of Development Viability Information**

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 8.4):

- (a) the Developer shall submit to the GLA and the Council the Development Viability Information no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 8.4 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available; and
- (b) paragraph 10 shall apply.

10. Assessment of Development Viability Information

- 10.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Developer.
- 10.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:
- (a) the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
 - (b) any External Consultant so appointed will report to the Council:
 - (i) not later than 20 Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 10.3 below; or
 - (ii) not later than 15 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 10.4 below, if a request is made under paragraph 10.3 below.
- 10.3 Not later than 20 Working Days after submission of the information under paragraph 10.1 above the Council and/or an External Consultant (and/or the GLA if it has elected to review the Development Viability Information) may request in writing from the Developer further information or supporting evidence for the relevant Development Viability Information.
- 10.4 The Developer shall provide any reasonably required information to the Council or the External Consultant or the GLA (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 10.3 above.
- 10.5 The process in paragraphs 10.3 and 10.4 may be repeated until the Council and/or the External Consultant or the GLA (as applicable) has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 10.2(b)(ii), 10.3, 10.4 and 10.6(b) restarting accordingly.
- 10.6 Not later than:
- (a) 35 Working Days from the Development Viability Information above, if no request is made under paragraph 10.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 10.4 above, if a request is made under paragraph 10.3 above
- the Council shall notify the GLA and the Developers in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.
- 10.7 Where the Council concludes that a Surplus Has Arisen but the Developer's initial submission concluded otherwise or if any part of the Additional Affordable Housing Statement submitted is not approved by the Council, the Developer shall provide an Additional Affordable Housing Statement to the Council (with a copy to the GLA) for approval by the Council (such approval not to be unreasonably withheld or delayed)

within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 10.6.

- 10.8 If an Additional Affordable Housing Statement is submitted to the Council pursuant to paragraph 10.7 above, the Council shall notify the GLA and the Developer in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Statement is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Statement is not approved, paragraph 10.7 and this paragraph 10.8 shall continue to apply *mutatis mutandis*.
- 10.9 If the GLA elects to review the Development Viability Information then no later than 15 Working Days after receipt of the Council's notification under paragraph 10.6 or, if later, the Council's notification under paragraph 10.8, the GLA may make representations on the Council's intended decision in paragraphs 10.6 and/or 10.8 as soon as reasonably practicable after receiving notice of that intended decision and the GLA (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Developers and the Council and if the GLA disagrees with the Council's intended decision:
- (a) it shall provide reasons to which the Developer and the Council shall have regard and take into account;
 - (b) if required by the Council, the Developer shall submit, or re-submit, an Additional Affordable Housing Statement for approval by the Council, not later than 20 Working Days after the GLA's representation pursuant to this paragraph 10.9;
 - (c) where paragraph 10.9(b) applies, the Council shall notify the GLA and the Developer in writing of its intended decision as to whether the re-submitted Additional Affordable Housing Statement is approved not later than 20 Working Days after the Developer's submission pursuant to paragraph 10.9(b); and
 - (d) this paragraph 10.9 shall apply *mutatis mutandis* until such time as the Council, having had due regard to the GLA's representations, is satisfied with the Development Viability Information, any Additional Affordable Housing Statement and whether a Surplus Has Arisen and the same is approved by the Council.
- 10.10 If the GLA has not elected to review the Development Viability Information in the 15 Working Days after receipt of the Council's notification under paragraph 10.6 or, if later, the Council's notification under paragraph 10.8, the Council shall confirm that its intended decision as notified under paragraph 10.6 or paragraph 10.8 is final.
- 10.11 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information and any Additional Affordable Housing Statement including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 10.12 Where the GLA elects to review the Development Viability Information the Developer shall pay the GLA's costs of so doing by way of a fixed fee of £5,000 (indexed linked in accordance with clause 18) within 20 Working Days of receipt of a written request for payment.

Part 5 : Mid-Stage Review 1

11. Mid-Stage Review 1 trigger

The Developer shall notify the GLA and the Council in writing of the anticipated Mid-Stage Review 1 Date not less than 20 Working Days in advance of that date.

12. Submission of Development Viability Information

Not later than 20 Working Days after the Mid-Stage Review 1 Date notified to the GLA and the Council pursuant to paragraph 11 (but not earlier than the Mid-Stage Review 1 Date), the Developer shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

13. Assessment of Development Viability Information

13.1 The Council shall (and the GLA may) assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the submitted Development Viability Information is approved in accordance with the steps set out at paragraph 10.

13.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 1 Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 1 Date (as determined by the Council).

13.3 The Developer shall not submit any Reserved Matters Application in respect of any Residential Units until the Council has approved the Development Viability Information under paragraph 13.1 above SAVE THAT the Developer may submit any Reserved Matters Application for Phase B at any time before the Mid-Stage Review 1 Date.

13.4 The Developers shall pay the GLA's and the Council's costs in accordance with paragraphs 10.11 and 10.12.

Part 6 : Mid-Stage Review 2

14. Mid-Stage Review 2 trigger

The Developer shall notify the GLA and the Council in writing of the anticipated Mid-Stage Review 2 Date not less than 20 Working Days in advance of that date.

15. Submission of Development Viability Information

Not later than 20 Working Days after the Mid-Stage Review 2 Date notified to the GLA and the Council pursuant to paragraph 14 (but not earlier than the Mid-Stage Review 2 Date), the Developer shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

16. Assessment of Development Viability Information

16.1 The Council shall (and the GLA may) assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the submitted

Development Viability Information is approved in accordance with the steps set out at paragraph 10.

- 16.2 If the Council and/or the External Consultant determines following receipt of the Development Viability Information that the Mid-Stage Review 2 Date has not occurred, the Council (acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Mid-Stage Review 2 Date (as determined by the Council).
- 16.3 The Developer shall not Occupy more than 75 per cent of Open Market Housing Units until the Council has approved the Development Viability Information under paragraph 16.1.
- 16.4 The Developers shall pay the GLA's and the Council's costs in accordance with paragraphs 10.11 and 10.12.

Part 7 : Late Stage Review

17. Late Stage Review trigger

The Developer shall notify the GLA and the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

18. Submission of Development Viability Information

No later than 20 Working Days after the Late Stage Review Date notified to the GLA and the Council (but not earlier than the Late Stage Review Date), the Developer shall submit to the GLA and the Council the Development Viability Information on the basis that the GLA and the Council may make such information publicly available.

19. Assessment of Development Viability Information

- 19.1 The Council shall assess the Development Viability Information and assess whether a Late Stage Review Contribution is payable subject to the Late Stage Review Cap and, if so, how much and the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Developers.
- 19.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:
- (a) the External Consultant must be appointed not later than 10 Working Days after submission of the Development Viability Information; and
 - (b) any External Consultant so appointed will report to the Council:
 - (i) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the Development Viability Information, if no request is made under paragraph 19.3 below; or
 - (ii) not later than 20 Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to paragraph 19.4 below, if a request is made under paragraph 19.3 below.
- 19.3 Not later than 20 Working Days after submission of the Development Viability Information the Council and/or an External Consultant (and/or the GLA if it has elected to review the Development Viability Information) may request in writing from the

Developer further information or supporting evidence of the Development Viability Information.

- 19.4 The Developer shall provide any reasonably required information the Council or the External Consultant or the GLA (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 19.3 above.
- 19.5 The process in paragraphs 19.3 and 19.4 may be repeated until the Council and/or the External Consultant or the GLA (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required subject to the Late Stage Review Cap, with the periods in paragraphs 19.2(b)(ii), 19.3, 19.4 and 19.7(b) restarting accordingly.
- 19.6 If the Council and/or External Consultant or GLA (as applicable) determines following receipt of the Development Viability Information that the Late Stage Review Date has not occurred, the GLA and/or the Council (each acting reasonably) may require the Developer to promptly submit additional Development Viability Information or to re-submit the Development Viability Information upon the occurrence of the Late Stage Review Date (as determined by the GLA and/or Council).
- 19.7 Not later than:
- (a) 35 Working Days from the latest submission of the Development Viability Information, if no request is made under paragraph 19.3 above; or
 - (b) 25 Working Days from the date of receipt by the Council of any information provided to the Council pursuant to paragraph 19.4 above, if a request is made under paragraph 19.3 above

the Council shall notify the GLA and the Developers in writing of its intended decision as to whether any Late Stage Review Contribution is required and, if so, how much.

- 19.8 If the GLA has elected to review the Development Viability Information, no later than 15 Working Days after receipt of the Council's notification under paragraph 19.7 above, the GLA shall provide representations to the Council and the Developer on the Council's intended decision in paragraph 19.7 as soon as reasonably practicable after receiving notice of that intended decision, such representation to include, if the GLA disagrees with the amount of the Late Stage Review Contribution determined by the Council, the GLA's view as to the amount of the Late Stage Review Contribution and the GLA (acting reasonably) will be entitled to rely on its own evidence subject to such evidence being relevant and also being provided to the Developer and the Council.
- 19.9 If the GLA provides representations to the Council pursuant to paragraph 19.8, the Council shall have regard and take into account such representations before notifying the Developer in writing whether a Late Stage Review Contribution is payable and the amount of such contribution.
- 19.10 The Developer shall pay the Late Stage Review Contribution (as determined by the Council) to the Council within 40 Working Days of the date on which the Council notifies the Developer of whether a Late Stage Review Contribution is payable and the amount of such contribution.
- 19.11 The Developer shall not Occupy more than 95 per cent of the Residential Units until:
- (a) the Council has notified the Developer in writing of its decision pursuant to paragraph 19.10 as to whether any Late Stage Review Contribution is required; and

- (b) the Late Stage Review Contribution (if required by the Council and as determined by the Council) has been paid in full to the Council.
- 19.12 The Developers shall pay the GLA's and the Council's costs in accordance with paragraphs 10.11 and 10.12.
- 19.13 The Late Stage Review Contribution shall not be higher than the Late Stage Review Cap, and in the event that the Late Stage Review Contribution is greater than the Late Stage Review Cap then the Late Stage Review Contribution shall be deemed to be reduced to a sum that is equal to the Late Stage Review Cap (but shall not be less than zero).

Part 8 : Miscellaneous

20. Dispute resolution

- 20.1 Subject to the following sub-paragraphs, the Developer, the GLA or the Council may refer any question, calculation or determination under this Schedule 5 to an expert pursuant to clause 20 (and subject to the provisions of clause 20) in the event of a dispute as to that question, calculation or determination PROVIDED THAT that expert's decision shall relate solely to that question, calculation or determination and shall not prejudice the GLA's or the Council's right to make any other determination under this Schedule 5.
- 20.2 For the purposes of any dispute relating to any question, calculation or determination under this Schedule 5 that is referred to an expert under clause 20:
 - (a) clauses 20.2, 20.3 and 20.9 shall not apply;
 - (b) the Council shall, with the GLA's agreement, nominate to act as the expert three independent and suitable persons holding appropriate professional qualifications and with at least 10 post-qualification years' experience in the relevant matters that are in dispute;
 - (c) the Developer shall choose one of those three persons to act as the expert;
 - (d) if the person chosen by the Developer is or becomes unable or unwilling to act as the expert, the Developer shall choose another person from the Council's list; and
 - (e) if all three persons on the Council's list are unable to act as the expert, the process in sub-paragraphs 20.2(b)-(c) shall repeat and sub-paragraph 20.2(d) and this sub-paragraph 20.2(e) shall apply mutatis mutandis.

21. Notices to the Council

Without affecting the requirements in clause 24, all notices to be served on or information to be provided to the Council under this Schedule 5 shall be sent by email to viability@towerhamlets.gov.uk and s106@towerhamlets.gov.uk.

Annex 1 to Schedule 5: Ineligible costs

The following costs are considered to be included within the Developer's return and cannot be included within the Updated Viability Appraisal as development costs.

This list is not exhaustive but serves to illustrate the type of costs that cannot be included as they are considered Developer's overheads. For a cost to be considered 'ineligible', it must not directly relate to the delivery of the construction of the Development.

- Staff salaries (apart from that which directly relate to the supervision and delivery of construction work if carried out by the Developer's staff rather than external surveyors).
- Supervision of staff and contractors (where this is an internal staff supervisory role, not an external consultant).
- Staff training (apart from construction related training).
- Insurance (apart from any necessary insurance relation to the development site).
- Office costs (rent, maintenance, refurbishments or alterations, security, lighting, heating, cooling, telephone and internet services, couriers, equipment, general office supplies).
- Taxes other than non-recoverable VAT associated with the construction of the Development.
- Accounting costs.
- Legal fees (apart from legal fees that relate to the construction, demolition or delivery of the development).
- Depreciation.
- Advertising save for marketing and advertising costs associated with the sale or letting of Residential Units and/or Commercial Units.
- Consulting services (apart from any consulting services incorporated within the professional fees that relate planning or construction of the development).

Annex 2 to Schedule 5: Formula for calculating Late Stage Review Cap

$$X = \text{Late Stage Review Cap}$$
$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

- A = Average Open Market Housing Value (£ per m²)
- B = The average of Average Social Rented Housing Value, Average London Affordable Rented Housing Value and Average Tower Hamlets Living Rent Housing Value (but excluding any such value if it is nil) (£ per m²)
- C = The average of Average London Living Rent Housing Value and Average London Shared Ownership Housing Value (but excluding any such value if it is nil) (£ per m²)
- D = [●]m²⁴, being the average Habitable Room size for the Development
- E = [●]⁵ Habitable Rooms, being the shortfall in Low Cost Rented Housing (by Habitable Room) to be provided against the target requirement to provide 35 per cent (by Habitable Room) of the Residential Units as Low Cost Rented Housing
- F = [●]⁶ Habitable Rooms, being the shortfall in Intermediate Housing (by Habitable Room) to be provided against the target requirement to provide 15 per cent (by Habitable Room) of the Residential Units as Intermediate Housing

⁴ To be calculated at the Late Stage Review Date when reserved matters have been approved.

⁵ To be calculated as at the Late Stage Review Date. The shortfall in the number of Habitable Rooms of Low Cost Rented Housing is calculated by comparing the Affordable Housing Minimum Quantum and Affordable Housing Minimum Tenure Split to the Affordable Housing Cap and the Affordable Housing Target Tenure Split.

⁶ To be calculated as at the Late Stage Review Date. The shortfall in the number of Habitable Rooms of Intermediate Housing is calculated by comparing the Affordable Housing Minimum Quantum and Affordable Housing Minimum Tenure Split to the Affordable Housing Cap and the Affordable Housing Target Tenure Split.

Annex 3 to Schedule 5: Application Stage Viability Appraisal

Aberfeldy Application Scheme

Final appraisal

Development Appraisal
ARGUS Software
December 7, 2023

APPRAISAL SUMMARY**ARGUS SOFTWARE****Aberfeldy Application Scheme****Appraisal Summary for All Merged Phases**

Currency in £

REVENUE

Sales Valuation	Units	ft²	Sales Rate ft²	Unit Price	Gross Sales
H Social Rent	66	59,697	175.00	158,288	10,446,975
H Intermediate	7	5,790	430.00	355,671	2,489,700
H Market Residential	31	21,525	725.00	503,407	15,605,625
F Market Residential (NIA updated Jan 23)	102	70,864	725.00	503,690	51,376,400
I Market Residential (NIA updated Jan 23)	48	32,626	725.00	492,789	23,653,850
I Intermediate (NIA updated Jan 23)	4	3,547	430.00	381,303	1,525,210
J Social Rent	19	26,678	175.00	245,718	4,668,650
B3 Market Residential	182	126,463	725.00	503,767	91,685,675
B1 Social Rent (updated Oct 22)	34	27,903	175.00	143,618	4,883,025
B2 Market Residential (updated Oct 22)	141	86,070	725.00	442,559	62,400,750
B2 Intermediate (updated Oct 22)	42	27,195	430.00	278,425	11,693,850
A1 Social Rent	77	63,174	175.00	143,577	11,055,450
A2 Social Rent	38	34,768	175.00	160,116	6,084,400
B4 Social Rent	6	7,915	175.00	230,854	1,385,125
E1 Market Residential	101	63,248	725.00	454,008	45,854,800
E3 Social Rent	36	31,757	175.00	154,374	5,557,475
E2 Market Residential	26	17,306	725.00	482,571	12,546,850
E2 Social Rent (updated Oct 22)	15	13,995	175.00	163,275	2,449,125
C1 Market Residential	183	115,073	725.00	455,890	83,427,925
C3 Social Rent	5	6,660	175.00	233,100	1,165,500
C3 Market Residential	42	29,405	725.00	507,586	21,318,625
C2 Social Rent	12	13,167	175.00	192,019	2,304,225
C2 Intermediate	24	16,243	430.00	291,020	6,984,490
C2 Market Residential	22	16,910	725.00	557,261	12,259,750
C4 Market Residential	99	53,462	725.00	391,515	38,759,950
D1 Social Rent	49	39,949	175.00	142,675	6,991,075
D2 Market Residential	60	37,832	725.00	457,137	27,428,200
D3 Social Rent	2	2,707	175.00	236,863	473,725
D3 Market Residential	62	40,043	725.00	468,245	29,031,175
D4 Social Rent	4	5,262	175.00	230,213	920,850
Totals	1,539	1,097,234			596,428,425

Rental Area Summary

	Units	ft²	Rent Rate ft²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
H Retail	1	7,176	30.00	215,280	215,280	215,280
H Retail (affordable)	1	1,018	27.00	27,486	27,486	27,486

APPRAISAL SUMMARY

ARGUS SOFTWARE

Aberfeldy Application Scheme

F Retail (NIA updated Jan 23)	1	1,696	30.00	50,880	50,880	50,880
B3 Retail	1	2,469	30.00	74,070	74,070	74,070
B1 Workspace	1	434	30.00	13,020	13,020	13,020
A1 Workspace	1	294	30.00	8,820	8,820	8,820
A1 Workspace (affordable)	1	617	27.00	16,659	16,659	16,659
B5 Workspace	1	4,405	30.00	132,150	132,150	132,150
E1 Workspace	1	2,196	30.00	65,880	65,880	65,880
E1 Workspace (affordable)	1	1,328	27.00	35,856	35,856	35,856
C1 Workspace	1	2,277	30.00	68,310	68,310	68,310
C6 Workspace	1	1,038	30.00	31,140	31,140	31,140
C4 Workspace	1	3,584	30.00	107,520	107,520	107,520
C5 Workspace	1	1,946	30.00	58,380	58,380	58,380
D1 Retail	1	3,006	30.00	90,180	90,180	90,180
D1 Retail (affordable)	1	685	27.00	18,495	18,495	18,495
D3 Retail	1	2,213	30.00	66,390	66,390	66,390
Totals	17	36,382			1,080,516	1,080,516

Investment Valuation

H Retail

Market Rent	215,280	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	3,384,906

H Retail (affordable)

Market Rent	27,486	YP @	6.5000%	15.3846	
(1yr Rent Free)		PV 1yr @	6.5000%	0.9390	397,053

F Retail (NIA updated Jan 23)

Market Rent	50,880	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	800,000

B3 Retail

Market Rent	74,070	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,164,623

B1 Workspace

Market Rent	13,020	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	204,717

A1 Workspace

Market Rent	8,820	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	138,679

APPRAISAL SUMMARY**ARGUS SOFTWARE****Aberfeldy Application Scheme****A1 Workspace (affordable)**

Market Rent	16,659	YP @	6.5000%	15.3846	
(1yr Rent Free)		PV 1yr @	6.5000%	0.9390	240,650

B5 Workspace

Market Rent	132,150	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	2,077,830

E1 Workspace

Market Rent	65,880	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,035,849

E1 Workspace (affordable)

Market Rent	35,856	YP @	6.5000%	15.3846	
(1yr Rent Free)		PV 1yr @	6.5000%	0.9390	517,963

C1 Workspace

Market Rent	68,310	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,074,057

C6 Workspace

Market Rent	31,140	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	489,623

C4 Workspace

Market Rent	107,520	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,690,566

C5 Workspace

Market Rent	58,380	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	917,925

D1 Retail

Market Rent	90,180	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,417,925

D1 Retail (affordable)

Market Rent	18,495	YP @	6.5000%	15.3846	
(1yr Rent Free)		PV 1yr @	6.5000%	0.9390	267,172

D3 Retail

Market Rent	66,390	YP @	6.0000%	16.6667	
(1yr Rent Free)		PV 1yr @	6.0000%	0.9434	1,043,868

APPRAISAL SUMMARY**ARGUS SOFTWARE****Aberfeldy Application Scheme**

Total Investment Valuation			16,863,405
GROSS DEVELOPMENT VALUE			613,291,830
Purchaser's Costs	6.80%	(257,173)	
Purchaser's Costs	6.80%	(54,400)	
Purchaser's Costs	6.80%	(79,194)	
Purchaser's Costs	6.80%	(13,921)	
Purchaser's Costs	6.80%	(25,794)	
Purchaser's Costs	6.80%	(141,292)	
Purchaser's Costs	6.80%	(105,659)	
Purchaser's Costs	6.80%	(73,036)	
Purchaser's Costs	6.80%	(33,294)	
Purchaser's Costs	6.80%	(114,958)	
Purchaser's Costs	6.80%	(62,419)	
Purchaser's Costs	6.80%	(114,587)	
Purchaser's Costs	6.80%	(70,983)	
Effective Purchaser's Costs Rate	6.80%		(1,146,712)
NET DEVELOPMENT VALUE			612,145,118
Grant Funding			
Grant Funding		17,920,000	17,920,000
NET REALISATION			630,065,118
OUTLAY			
ACQUISITION COSTS			
Phase A EUV	2,760,000		
Phase A EUV		2,760,000	2,760,000
Stamp Duty	5.00%	138,000	
Agent Fee	1.00%	27,600	
Legal Fee	0.80%	22,080	
			187,680
CONSTRUCTION COSTS			
Construction	ft²	Build Rate ft²	Cost
H Build Costs	128,649	254.37	32,724,866

APPRAISAL SUMMARY**ARGUS SOFTWARE****Aberfeldy Application Scheme**

F Construction Costs	101,965	253.96	25,895,020	
I Construction Costs	53,408	279.01	14,901,399	
J Construction Costs	30,696	286.02	8,779,560	
Phase B Construction Costs (updated Oct 22)	552,156	266.34	147,060,466	
Phase C Construction Costs	587,973	240.67	141,504,832	
Phase D Construction Costs	<u>182,498</u>	241.88	<u>44,142,680</u>	
Totals	1,637,345 ft²		415,008,823	
Contingency		5.00%	20,750,441	
S106 (est only)			4,400,000	
Phase A Total CIL			1,801,991	
Phase B Total CIL			3,292,404	
Phase C Total CIL			3,406,666	
Phase D Total CIL			1,140,041	
				449,800,366
Other Construction Costs				
Home loss and removal costs payment			2,520,000	
Off-site utility			13,635,000	
Phase A Leaseholder Comp/Disturbanc			292,551	
Phase B Leaseholder Comp/Disturbanc			18,498,236	
Jolly's Green Costs			4,011,000	
Phase C Leaseholder Comp/Disturbanc			10,772,141	
Phase D Leaseholder Comp/Disturbanc			2,203,492	
				51,932,420
PROFESSIONAL FEES				
Professional Fees		10.00%	41,500,882	
				41,500,882
MARKETING & LETTING				
Residential Marketing		1.50%	7,730,244	
Commercial Marketing			10,000	
Letting Agent Fee		10.00%	108,052	
Letting Legal Fee		5.00%	54,026	
				7,902,321
DISPOSAL FEES				
AH Sales Agent Fee			50,000	
Commercial Sales Agent Fee		1.00%	142,939	
Residential Sales Agent Fee		1.50%	7,730,244	
Residential Sales Legal Fee	1,539 un	1,000.00 /un	1,539,000	
Commercial Sales Legal Fee		0.50%	72,314	
				9,534,496
TOTAL COSTS BEFORE FINANCE				563,618,166

APPRAISAL SUMMARY**ARGUS SOFTWARE****Aberfeldy Application Scheme****FINANCE**

Debit Rate 6.00%, Credit Rate 0.00% (Nominal)

Total Finance Cost 31,580,700

TOTAL COSTS**595,198,866****PROFIT****34,866,252****Performance Measures**

Profit on Cost% 5.86%

Profit on GDV% 5.69%

IRR% (without Interest) 9.63%

Schedule 6

Employment, skills, training and enterprise

1. Definitions

In this Schedule 6 the following expressions shall have the following meanings:

Apprentice means the Construction Phase Apprentices and the End-User Phase Apprentice (unless the context otherwise provides) and **Apprentices** shall be construed accordingly;

Apprentice Terms means each Apprentice employed in accordance with paragraph 7 of this Schedule 6 who shall be:

- (a) a Local Person;
- (b) where possible following the Developer having used Reasonable Endeavours recruited through or in liaison with the Council's Growth and Economic Development Team;
- (c) employed for a period of not less than 52 weeks and paid at a rate not less than the London Living Wage and if the period of employment of an Apprentice overruns the expiration date of the relevant contract or sub contract the Developer shall ensure the continuation and completion of the relevant apprenticeship;
- (d) supported through paid day release to undertake relevant training; and
- (e) provided with on the job training and supervised on-site by an experienced operative in a trade related to their training needs;

Construction Phase Apprentices means a total of 91 work based skills training programmes facilitated by the National Apprenticeships Service or trade specific accreditation bodies which lead to nationally recognised qualifications, combining employment with learning and training at a minimum of NVQ Level 2 (or equivalent) to be employed by the Developer across all the Construction Phases and **Construction Phase Apprentice** shall be construed accordingly;

Construction Phase Employment and Training Contribution means the sum of £610,244.00 index linked in accordance with clause 18 payable towards supporting and providing training and skills needs of Local People in accessing new job opportunities in construction and which shall be paid in four instalments each as a Construction Phase Employment and Training Contribution Instalment;

Construction Phase Employment and Training Contribution Instalment means one of four instalments each in the sum of £152,561 index linked in accordance with clause 18 and payable in accordance with Part 1 of this Schedule 6;

Employment Strategy Statement means a written strategy which provides:

- (a) the basis of how the Developer shall use Reasonable Endeavours to participate in the Council's access to employment initiatives to promote employment in the Borough for Local People which includes (but is not limited to) working with the Council and partners to support job brokerage, employer-led training, construction skills training, apprenticeships and job opportunities;

- (b) a named person on behalf of the Developer to act as a single point of contact for employment and training opportunities;
- (c) arrangements for forming a working group to consider and implement employment, training and enterprise initiatives in this Schedule 6;
- (d) for the Developer to use Reasonable Endeavours to work collaboratively with the Council's Growth and Economic Development Team to ensure the effective promotion of opportunities to Local People during each Construction Phase and the End-User Phase;
- (e) a timetable of works for construction and completion of the Development;
- (f) details of work and labour forecast by job group and occupation and opportunities for planned recruitment (including Apprentices);
- (g) a schedule with baseline employment figures which are expected to be created in each Construction Phase (excluding demolition and piling);
- (h) a schedule of construction contracts and suppliers required during each Construction Phase including job vacancies for contracted and sub-contracted supplies and services;
- (i) a schedule with baseline employment figures setting out the job vacancies expected to be created by the End-User Phase and a schedule of the new job vacancies within the End-User Phase; and
- (j) details of monitoring and reporting on progress of the employment, training and enterprise initiatives in this Schedule;

End-User Phase means the use of the Development, or a Phase thereof, pursuant to the Permission following Practical Completion;

End-User Phase Apprentice means a total of 1 work based skills training programme facilitated by the National Apprenticeships Service or trade specific accreditation bodies which leads to a nationally recognised qualification, combining employment with learning and training at a minimum of NVQ Level 2 (or equivalent) to be employed by the Developer during one of the End-User Phases within the first five years of Occupation of that End-User Phase;

End-User Phase Employment and Training Contribution means the sum of £116,668.81 index linked in accordance with clause 18 payable towards supporting and providing training and skills to Local People in accessing new job opportunities;

End-User Phase Employment and Training Contribution Instalment means one of four instalments the first of which shall relate to Phase A and be in the sum of £29,167.81 index linked in accordance with clause 18 and the other three in the sum of £29,167 index linked in accordance with clause 18 both payable in accordance with Part 1 of this Schedule 6;

Local Companies and Suppliers means companies, organisations or individuals primarily based and operating in the Borough;

Local Employment and Equal Opportunities Statement means a written statement generally in the form set out in Part 3 to this Schedule 6 which sets out the employment and training obligations in Part 2 and Part 3 of this Schedule 6 and the Developer's commitment to ensuring that such obligations are complied with; and

London Living Wage means the hourly rate of pay calculated and published from time to time by the GLA, the current rate as at the date of this agreement being £11.95 per hour.

Part 1 : Financial contributions

2. Employment and training contributions

2.1 The Developer shall:

- (a) prior to Commencement of each of Phase A, Phase B, Phase C and Phase D to pay the Construction Phase Employment and Training Contribution Instalment for that Phase to the Council;
- (b) not Commence a Phase until the Construction Phase Employment and Training Contribution Instalment for that Phase has been paid to the Council;
- (c) prior to Occupation of each of Phase A, Phase B, Phase C and Phase D to pay the End-User Phase Employment and Training Contribution Instalment for that Phase to the Council; and
- (d) not to Occupy a Phase until the End-User Phase Employment and Training Contribution Instalment for that Phase has been paid to the Council.

Part 2 : Employment initiatives

3. General employment provisions

3.1 The Developer shall:

- (a) issue the Local Employment and Equal Opportunities Statement to prospective contractors and sub-contractors at the stage or stages at which work is tendered and to prospective tenants and/or owners of the Commercial Units when first identified; and
- (b) use Reasonable Endeavours to ensure that any contracts or sub-contracts contain appropriate provisions to require compliance with the employment and training obligations in Part 2 and Part 3 of this Schedule 6 and the Local Employment and Equal Opportunities Statement.

3.2 It is agreed by the parties that the Developer shall not be required to observe or perform any employment or training obligation in Part 2 and Part 3 of this Schedule 6 if and to the extent that such observance or performance contravenes any statutory or regulatory requirement.

4. Employment strategy statement

4.1 The Developer shall:

- (a) prior to carrying out any Preparatory Works submit the Employment Strategy Statement to the Council for approval;
- (b) not carry out any Preparatory Works until the Employment Strategy Statement has been approved by the Council in writing (the **Approved Employment Strategy**); and
- (c) thereafter implement and comply with the Approved Employment Strategy.

4.2 The parties hereby agree that the Approved Employment Strategy may be varied from time to time with the written approval of the Council.

5. Local employment

5.1 The Developer shall:

- (a) advertise a minimum of 20 per cent of job vacancies for each Construction Phase exclusively to Local People through the Council's job-brokerage service for a period of at least two weeks (per vacancy);
- (b) use Reasonable Endeavours to ensure that 20 per cent of the job vacancies are filled by Local People for each Construction Phase;
- (c) provide the Council's Growth and Economic Development Team with monitoring returns in respect of the employment of Local People on a monthly basis during each Construction Phase unless otherwise agreed through the Approved Employment Strategy;
- (d) provide to the Council's Growth and Economic Development Team with monitoring returns in respect of the employment of Local People on a monthly basis during the End-User Phase unless otherwise agreed through the Approved Employment Strategy;

- (e) use Reasonable Endeavours to ensure that a minimum of 20 per cent of job vacancies for the End-User Phase are advertised exclusively to Local People through the Council's job-brokerage service for a period of at least two weeks (per vacancy);
- (f) use Reasonable Endeavours to ensure that 20 per cent of job vacancies are filled by Local People for the End-User Phase; and
- (g) upon the receipt of a written request from the Council or the GLA, provide to the Council or the GLA (as the case may be) such information as they reasonably require to confirm compliance with paragraphs 5.1(a) and 5.1(e) within two weeks of such request PROVIDED ALWAYS THAT nothing in this paragraph shall require the Developer to disclose to the Council or the GLA information which the Developer deems to be of a commercially sensitive nature and/or information that the Developer holds which it is required to keep confidential by virtue of the Data Protection Act 1998.

6. **Local goods and services**

6.1 The Developer shall:

- (a) use Reasonable Endeavours to ensure that the total value of contracts procured from Local Companies and Suppliers throughout each Construction Phase shall be no less than 20 per cent of the total value of the goods and services procured;
- (b) report the value of all orders placed with Local Companies and Suppliers to the Council's Growth and Economic Development Team on the completion of the tendering stage for each Construction Phase; and
- (c) upon the receipt of a written request from the Council or the GLA, provide to the Council or the GLA (as the case may be) such information as they reasonably require to confirm compliance with the obligations in this paragraph 6 within two weeks of such request PROVIDED ALWAYS THAT nothing in this paragraph shall require the Developer to disclose to the Council or the GLA information which the Developer deems to be of a commercially sensitive nature and/or information that the Developer holds which it is required to keep confidential by virtue of the Data Protection Act 1998.

7. **Apprenticeships**

7.1 The Developer shall:

- (a) use Reasonable Endeavours to employ the Apprentices;
- (b) all Apprentices shall be employed in accordance with the Apprentice Terms and this Schedule;
- (c) use Reasonable Endeavours to provide replacement Apprentices where an Apprentice resigns from or forfeits their place on an apprenticeship programme within 1 (one) calendar month of the relevant Apprentice withdrawing from the programme unless otherwise agreed in the Approved Employment Strategy; and
- (d) upon the receipt of a written request from the Council or the GLA, provide to the Council or the GLA (as the case may be) such information as they reasonably require to confirm compliance with the obligations in this paragraph 7.1 within two weeks of such request PROVIDED ALWAYS THAT nothing in this paragraph shall require the Developer to disclose to the Council or the GLA information

which the Developer deems to be of a commercially sensitive nature and/or information that the Developer holds which it is required to keep confidential by virtue of the Data Protection Act 1998.

Part 3 : Local employment and equal opportunities statement

8. The local employment and equal opportunities statement

As required by the Section 106 Agreement dated [●] between (1) The Mayor and Burgesses of the London Borough of Tower Hamlets (the **Council**), (2) Transport for London, (3) Greater London Authority; (4) Poplar Housing and Regeneration Community Association Limited (**Owner**), (5) The Law Debenture Trust Corporation Plc, and (6) Aberfeldy New Village LLP (**Applicant**) in respect of development at Aberfeldy Estate, Land to the north of East India Dock Road, east of the Blackwall Tunnel Northern Approach Road and to the south west of Abbott Road (the **Development**), the Owner and Applicant jointly and severally (**Developer**) hereby confirm that they are fully committed to participating in local employment initiatives of the Council, and to ensuring equal opportunities of employment and training for persons and businesses.

In order to ensure that the Development provides employment and business opportunities for the Local People in the Borough during the Development, all appointed contractors and subcontractors on the Development and prospective tenants/owners of the commercial element of the Development will be required to support this commitment and to assist in achieving these objectives. The Developer therefore gives notice that:

- 8.1 The Council is the primary agency working for the recruitment of Local People and Local Companies and Suppliers and should be used as such.
- 8.2 In relation to the Development, no less than 20 per cent of all placements created by each Construction Phase and End-User Phase of the Development must be advertised exclusively to Local People through the Council's job-brokerage service and Reasonable Endeavours must be made to achieve a target of 20 per cent employment of Local People is achieved.
- 8.3 In relation to the Development, Reasonable Endeavours must be made to ensure that the total value of contracts procured from Local Companies and Suppliers throughout each Construction Phase are not less than 20 per cent of the total value of the goods and services procured.
- 8.4 The Developer and its appointed contractors will ensure that it and all its contractors and sub-contractors and end user commercial tenants when first identified notify the Council as appropriate of job vacancies as soon as vacancies occur.
- 8.5 The Developer and its contractors are required to provide the Council with a schedule and/or programme indicating both the opportunities for contracted and sub-contracted work and supplies, and non-technical jobs created during each Construction Phase prior to the Preparatory Works of the Development.
- 8.6 Prior to Occupying the Development any Occupiers of a Commercial Unit or any prospective commercial tenant is required to provide the Council with a schedule of jobs created in their respective Commercial Unit in the End-User Phase.
- 8.7 The Council requires regular monitoring reports in respect of the above obligations and any contractors and sub-contractors will be required to provide any information necessary to enable the Developer to comply with this obligation.
- 8.8 The Developer and their contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:

- (a) the Equality Act 2010;

- (b) the Equality Act 2010 Code of Practice: Employment Statutory Code of Practice;
- (c) Articles 13 and 141 of the EU Treaty Articles; and
- (d) Codes and Regulations formulated under the above acts.

Schedule 7

Affordable workspace, retail and business relocation

1. Definitions

In this Schedule 7 the following expressions shall have the following meanings:

Affordable Workspace means floorspace within the Development to be provided for the Affordable Workspace Period in accordance with Affordable Workspace Strategy and the Affordable Workspace Plan that is:

- (a) to be made available for letting to micro, small or start up enterprises which are Local Businesses;
- (b) divided into one or more collections of small units;
- (c) let at rents which are at least 25 per cent below Market Rent; and
- (d) let on a short-term, easy-in, easy-out basis with communal services, facilities and enterprise support;

Affordable Workspace Contribution means the sum payable to the Council towards the provision of affordable workspace in the Borough, calculated in accordance with the formula at paragraph 6 of this Schedule 7;

Affordable Workspace Marketing Period means for each Phase a period of 24 months which shall commence 6 months prior to Practical Completion of the Affordable Workspace in that Phase and last for 18 months following the date of Practical Completion of the same;

Affordable Workspace Monitoring Report means the written report to be submitted to the Council which sets out (but is not limited to) the following:

- (a) details of Occupiers of the Affordable Workspace as at date the report is compiled;
- (b) the terms agreed with the management company or the operator of the Affordable Workspace (if the Developer contracts with a management company or an Affordable Workspace operator to operate and manage the Affordable Workspace) and Occupiers of the Affordable Workspace; and
- (c) details of occupancy rates and take up of Affordable Workspace;

Affordable Workspace Period means a period of 15 years from the date of first Occupation of the Affordable Workspace in each Phase;

Affordable Workspace Plan mean a Phase by Phase plan illustrating the location of the Affordable Workspace to be provided in the relevant Phase;

Affordable Workspace Strategy means a Phase by Phase written strategy to be submitted to the Council which sets out (but is not limited to) the following:

- (a) the ways in which the Affordable Workspace has been designed to be suitable for micro businesses, small businesses and start-up enterprises which are Local Businesses;

- (b) the standard of Fit Out for the Affordable Workspace;
- (c) details of how the Affordable Workspace will be marketed to potential tenants/Occupiers;
- (d) if the Developer intends to contract with a management company or an Affordable Workspace operator to manage the Affordable Workspace;
 - (i) the method by which the Developer will search for and select a management company or an operator of the Affordable Workspace (as applicable);
 - (ii) the terms and details on which the management company or operator of the Affordable Workspace (as applicable) will be offered the Affordable Workspace, including any rent reviews;
 - (iii) details of any lease agreement between the Developer and management company or operator of the Affordable Workspace (as applicable);
 - (iv) details of the operator of the Affordable Workspace or management company (as applicable)
 - (v) details of discussions held with management companies or operators of the Affordable Workspace in connection with management of the Affordable Workspace and details of any such companies and operators that the Developer may be proposing will manage the Affordable Workspace
- (e) details of charging arrangements of the Affordable Workspace and, if the Affordable Workspace is to be managed and maintained by a management company or affordable workspace operator, the level and type of any additional services to be made available and the charges for those services;

Business Relocation Strategy means a strategy to be submitted to the Council which sets out how the Developer will assist Existing Businesses with relocation to new premises located within the Development which shall include details of (but not be limited to):

- (a) Existing Businesses within the Reserved Matters Area;
- (b) how the Development has been designed so as to accommodate the Existing Businesses;
- (c) how the Developer will:
 - (i) prioritise the relocation of Existing Businesses to Commercial Units, or if not feasible, within the vicinity of the Site;
 - (ii) offer Commercial Units to Existing Businesses on the terms at limb (d) of this definition;
 - (iii) seek to minimise the level of operational disruption to the operations of Existing Businesses;
 - (iv) use Reasonable Endeavours to work with Existing Businesses and secure local agent support in order to prepare potential relocation options based on the individual businesses requirements; and

- (v) offer independent business and relocation advisory support for Existing Businesses;
- (d) the terms that the Commercial Units will be offered to Existing Businesses which shall include:
 - (i) an option for Existing Businesses to elect the following rental incentives:
 - (A) rents which are at least 25 per cent below Market Rent for the first 10 years of Occupation, with rent increasing incrementally on an annual basis to reach Market Rent in sixteenth year of Occupation;
 - (B) capital contribution towards fit out or equipment purchase to the equivalent value of limb (d)(i)(A) of this definition; or
 - (C) rent-free period to the equivalent value of limb (d)(i)(A) of this definition;
 - (ii) fit out to shell and core standard; and
 - (iii) a minimum lease term of 5 years
- (e) confirmation that where a lease terminates (either at the end of the lease term or by virtue of a break clause) the rental incentive agreed in accordance with limb d(i) of this definition shall be carried over until the sixteenth year

Existing Businesses means those businesses listed at Appendix E to this agreement;

Fit Out means the construction, installation and finishing of the Affordable Workspace including (but not limited to) internal equipment, lighting and other fixtures, fittings, flooring and dividing walls, to a standard required to make the Affordable Workspace suitable and ready for Occupation in accordance with the Approved Workspace Strategy and **Fitted Out** shall be construed accordingly;

Local Businesses means a person, partnership, company or other business organisation which is principally based or has its head office in the Borough and which would qualify as small for the purposes of section 382 of the Companies Act 2006, i.e. satisfying two or more of the following criteria in a financial year:

- (a) turnover of not more than £10.2 million;
- (b) balance sheet total of not more than £5.1 million; and
- (c) number of employees of not more than 50 or a company which would qualify as a micro entity under section 384A of the Companies Act 2006 by satisfying two or more of the following criteria in a financial year:
 - (i) turnover of not more than £632,000;
 - (ii) balance sheet total of not more than £316,000;
 - (iii) number of employees of not more than 10,

or any replacement statutory definition of a small company or micro entity from time to time as may be enacted;

Market Rent means, for the purposes of the Affordable Workspace, the rent at which the relevant interest in the Development could be let on the date of valuation assuming:

- (a) a willing lessor and willing lessee;
- (b) that the lease terms are appropriate for the type of property in question;
- (c) that there has been a reasonable period for proper marketing of the interest; and
- (d) that the parties to the transaction have each acted knowledgeably, prudently and without compulsion;

Meanwhile Units means those units within the Development that will be offered to Existing Businesses and which may be offered to other existing businesses in the Borough on a temporary basis as identified in the Meanwhile Use Strategy;

Meanwhile Use Strategy means, for each Phase with Commercial Units and Existing Businesses, a strategy to be submitted to the Council which sets out how the Developer will assist businesses, including the Existing Businesses, with temporary relocation to Meanwhile Units which shall in particular include details of (but not be limited to):

- (a) the Meanwhile Units within the Development;
- (b) how the Developer will:
 - (i) offer support to Existing Businesses with business planning to adapt their offer and better respond to changing customer needs;
 - (ii) offer support to Existing Businesses relocating into Meanwhile Units within the Development and minimise the level of operational disruption on the operations of the Existing Businesses;
 - (iii) offer Meanwhile Units to the Existing Businesses on the terms at limb (c) of this definition;
 - (iv) use Reasonable Endeavours to work with Existing Businesses to identify opportunities in respect of the Meanwhile Units based on the individual businesses' requirements; and
 - (v) deliver a programme of engagement and outreach activities in respect of the Meanwhile Units;
 - (vi) offer independent business and relocation advisory support for Existing Businesses;
- (c) the terms on which the Meanwhile Units will be offered, which shall include:
 - (i) an option for Existing Businesses to elect the following rental incentives:
 - (A) rents which are at least 25 per cent below Market Rent
 - (B) capital contribution towards fit out or equipment purchase to the equivalent value of limb (c)(i)(A) of this definition; or
 - (C) rent-free period to the equivalent value of limb (c)(i)(A) of this definition;
 - (ii) fit out to shell and core standard;

Retail Units means a unit forming part of the Development that falls within Class E(a) of the Use Classes Order 1987; and

Temporary Marketing Suite means the 317 (three hundred and seventeen) square metres (GEA) of space to be provided on the ground floor in Plot F within Phase A as a temporary marketing suite.

2. **Affordable workspace**

- 2.1 The Developer shall provide at least 10 per cent of the floorspace within the Development that falls within Class E(c) or E(g) of the Use Classes Order 1987 as Affordable Workspace for the Affordable Workspace Period.
- 2.2 Unless otherwise agreed in writing with the Council, the Developer shall not use the Affordable Workspace other than in accordance with the terms of this Schedule 7.
- 2.3 The Developer shall:
- (a) submit an Affordable Workspace Strategy and Affordable Workspace Plan in respect of Phase A to the Council for approval prior to Commencement of Phase A;
 - (b) submit an Affordable Workspace Strategy and Affordable Workspace Plan with the Reserved Matters Application for any Outline Phase containing floorspace that falls within Class E(c) or E(g) of the Use Classes Order 1987;
 - (c) not submit any Reserved Matters Application for any Outline Phase containing floorspace that falls within Class E(c) or E(g) of the Use Classes Order 1987 without an Affordable Workspace Strategy and Affordable Workspace Plan for that Phase;
 - (d) not Commence Development of any Phase containing floorspace that falls within Class E(c) or E(g) of the Use Classes Order 1987 until the Affordable Workspace Strategy and Affordable Workspace Plan for that Phase has been approved in writing by the Council; and
 - (e) implement and comply at all times with all approved Affordable Workspace Strategies and approved Affordable Workspace Plans during the Affordable Workspace Period.
- 2.4 On the date that is 30 months from first Occupation of the Affordable Workspace in a Phase and every 30 months thereafter during the Affordable Workspace Period the Developer shall submit to the Council for approval a statement setting out:
- (a) evidence as to the operation of the relevant Affordable Workspace;
 - (b) whether it considers the relevant Affordable Workspace is operating effectively; and
 - (c) (if applicable) any changes it considers are required to enable the relevant Affordable Workspace Strategy to operate effectively,

and following approval of a statement submitted in accordance with this paragraph the Developer shall implement any amendments set out in that statement as soon as reasonably practicable.

3. **Construction of Affordable Workspace**

- 3.1 The Developer shall:
- (a) prior to:

- (i) Occupation of any Commercial Unit in a Phase; or
- (ii) in any Phase where there are no Commercial Units other than Affordable Workspace, prior to Occupation of 25 per cent of Residential Units in that Phase,

Practically Complete at its own expense and Fit Out the Affordable Workspace in that Phase in accordance with the approved Affordable Workspace Strategy and approved Affordable Workspace Plan for that Phase in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council; and

- (b) not Occupy:
 - (i) any Commercial Unit in a Phase; or
 - (ii) in any Phase where there are no Commercial Units 25 per cent of Residential Units in that Phase,

until the Affordable Workspace in that Phase has Practically Completed and Fitted Out in accordance with paragraph 3.1(a) of this Schedule 7.

4. Marketing and letting of the Affordable Workspace

4.1 The Developer shall:

- (a) market the Affordable Workspace (if any) in a Phase during the Affordable Workspace Marketing Period in accordance with the approved Affordable Workspace Strategy for that Phase;
- (b) let and Occupy the Affordable Workspace (if any) in a Phase to Local Businesses for the duration of the Affordable Workspace Period in accordance with the approved Affordable Workspace Strategy for that Phase;
- (c) not let or Occupy the Affordable Workspace in a Phase unless such letting and Occupation is in accordance with the approved Affordable Workspace Strategy for that Phase; and
- (d) ensure that the Affordable Workspace is let at all times at rents which are at least 25 per cent below Market Rent.

4.2 If the Developer has demonstrated to the Council's reasonable satisfaction (as evidenced by written notice from the Council to that effect and subject to the Developer having provided the Council such evidence as the Council may reasonably require) that it has used Reasonable Endeavours to let and or dispose of any Affordable Workspace (or any part of it) to Local Businesses and/or a management company or an Affordable Workspace operator (as appropriate) but has not succeeded in agreeing terms for a lease with an Occupier or Occupiers during the Affordable Workspace Marketing Period the Developer shall pay the Council forthwith the Affordable Workspace Contribution in respect of that Affordable Workspace.

5. Monitoring of the Affordable Workspace

5.1 The Developer shall in respect of each Phase within which Affordable Workspace is located submit an Affordable Workspace Monitoring Report to the Council on every anniversary of the first Occupation of the Affordable Workspace during the Affordable Workspace Period.

6. **Affordable workspace formula**

The Affordable Workspace Contribution in respect of any Affordable Workspace falling under paragraph 4.2 above shall be calculated as follows:

6.1 Step 1:

- (a) Ten per cent of gross internal area (sqm) x rental value per sqm⁷ = rent per annum area (sqm)

6.2 Step 2:

- (a) $\text{rent per annum} \times \left(\frac{((1 + i)^n - 1)}{i(1 + i)^n} \right)$

= contribution required

n = discount period (minimum ten years)

i = all risks yield (calculated as subject property commercial yields/100)

7. **Retail Units**

- 7.1 The Developer shall Practically Complete all Retail Units in each Phase no later than first Occupation of that Phase and shall not Occupy or permit Occupation of a Phase until the Retail Units in that Phase are Practically Complete.

8. **Business relocation**

- 8.1 The Developer shall submit the Business Relocation Strategy to the Council with the Reserved Matters Application for any Reserved Matters Area containing Commercial Units or Existing Businesses.
- 8.2 The Developer shall not Commence works to any Reserved Matters Area containing Commercial Units or Existing Businesses until the Council has approved the Business Relocation Strategy for that Reserved Matters Area in writing.
- 8.3 The Developer shall comply with and implement all approved Business Relocation Strategies in full and shall not Occupy the Commercial Units in a Phase otherwise than in accordance with the relevant approved Business Relocation Strategy (as may be amended from time to time with the written agreement of the Council).

9. **Meanwhile Use**

- 9.1 The Developer shall submit a Meanwhile Use Strategy to the Council with the Reserved Matters Application for each Reserved Matters Area containing Commercial Units or Existing Businesses.
- 9.2 The Developer shall not Commence works to any Reserved Matters Area containing Commercial Units or Existing Businesses until the Council has approved the Meanwhile Use Strategy for that Reserved Matters Area in writing.
- 9.3 The Developer shall comply with and implement all approved Meanwhile Use Strategies in full and shall not Occupy the Meanwhile Units otherwise than in accordance with the relevant approved Meanwhile Use Strategy (as may be amended from time to time with the written agreement of the Council).

⁷ Projected rental values from subject property or comparable (on a per sqm per annum basis)

9.4 The Developer shall offer the Meanwhile Units to Existing Businesses in accordance with the Meanwhile Use Strategy.

10. **Temporary Marketing Suite**

10.1 Prior to completion of the sale of the final Residential Unit in the final Phase of the Development, the Developer shall secure all necessary consents to convert the Temporary Marketing Suite into a Retail Unit.

10.2 The Developer shall not Occupy or permit the Occupation of the final Residential Unit in the final Phase unless and until it has secured all necessary consents to convert the Temporary Marketing Suite into a Retail Unit.

10.3 The Developer shall convert the Temporary Marketing Suite into a Retail Unit no later than 9 months from the sale of the final Residential Unit.

Schedule 8

Energy

1. Definitions

In this Schedule 8 the following expressions shall have the following meanings:

Carbon Dioxide Emissions Reduction Target means a net zero carbon emission Development achieving a minimum of 35 per cent reduction in carbon dioxide emissions on-site and the remaining regulated carbon dioxide emission to 100 per cent offset through the Carbon Offset Contributions;

Carbon Offset Contribution Calculation means:

$A \times B \times C$

Where:

A = actual Carbon Reduction Shortfall for that Phase

B = price per Carbon Tonne applicable at the time of submission of any Reserved Matters Application for the remaining Phases

C = 30 years (or such higher figure which may be determined through the Updated Energy Statement);

Carbon Offset Contributions means together:

- (a) the Phase A Carbon Offset Contribution; and
- (b) each Reserved Matters Carbon Offset Contribution

Carbon Offset Projects means projects which deliver carbon emission reductions in accordance with the Carbon Offsetting Guidance which may include (without limitation):

- (a) fuel poverty initiatives to deliver energy efficiency measures to the residential sector;
- (b) public building energy efficiency retrofit initiatives to reduce carbon emissions and reduce energy costs; and/or
- (c) carbon reduction community projects to include improvements to the energy efficiency of buildings or renewable projects,

and for the avoidance of doubt the parties agree that such projects shall not include any projects falling within the definition of "infrastructure" under section 216 of the Planning Act 2008;

Carbon Offsetting Guidance means such policy or guidance published by the Council which specifies how development contributions for carbon offsets paid to the Council under section 106 of the 1990 Act will be expended on Carbon Offset Projects;

Carbon Reduction Shortfall means the expected shortfall in meeting a zero carbon Development;

Defects Liability Period means such period of time following Practical Completion of a Block in which a contractor may remedy defects as may be included in the building contract for the relevant Block;

DHN means a district heating network;

DHN Connection Report means a report which sets out whether it is technically feasible (using Reasonable Endeavours) for the Development to connect to a nearby DHN;

Energy Hierarchy means the three-step approach to minimising carbon dioxide emissions contained in the London Plan;

Energy Statement means the energy statement titled Energy Assessment Report Issue P8 and dated November 2023 submitted on behalf of the Applicant as part of the Application;

Phase A Carbon Offset Contribution means the sum of £542,455 index linked in accordance with clause 18 to be paid to the Council in respect of Phase A payable towards the Carbon Offset Projects;

Phase A Energy Statement means the energy information and report titled Energy Assessment Report Issue P8 and dated November 2023 submitted on behalf of the Developer in respect of Phase A of the Development as part of the Application;

Reportable Unit means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);

Reportable Unit (Energy Centre) means either:

- (a) a connection to a third-party district heating network;
- (b) a self-contained energy centre serving multiple residential/non-residential properties within the Site; or
- (c) a self-contained energy system serving multiple residential properties within a Block;

Reportable Unit (Non-Residential) means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants;

Reportable Unit (Residential) means an individual Block or building of five or more flats or a group of five or more houses;

Reserved Matters Carbon Offset Contributions means the financial contributions (if any) to be paid to the Council in respect of each Reserved Matters Area to be determined in accordance with the Carbon Offset Contribution Calculation and which shall be payable towards the Carbon Offset Projects and **Reserved Matters Carbon Offset Contribution** shall be construed accordingly; and

Updated Energy Statement means an update to the Energy Statement that demonstrates how the Carbon Dioxide Emissions Reduction Target is to be met (or any greater target) within the framework of the Energy Hierarchy in respect of a Reserved Matters Application.

2. **Phase A Energy Statement**

- 2.1 The Developer shall comply with the Phase A Energy Statement in the design construction and operation of Phase A in order to achieve the Carbon Dioxide Emissions Reduction Target.

3. **Updated Energy Statement**

- 3.1 Prior to or with the submission of a Reserved Matters Application for any Phase of the Development the Developer shall prepare and submit an Updated Energy Statement to the Council for approval, in consultation with GLA.
- 3.2 The Developer shall not Commence works within any Reserved Matters Area unless and until an Updated Energy Statement has been submitted to and approved in writing by the Council for the relevant Reserved Matters Area (an **Approved Updated Energy Statement**).
- 3.3 The Developer shall comply with each Approved Updated Energy Statement in the design, construction and operation of the relevant Reserved Matters Area in order to achieve the Carbon Dioxide Emissions Reduction Target or such greater target as set out in the Approved Updated Energy Statement.

4. **Carbon Offset Contribution**

4.1 **Phase A**

The Developer shall:

- (a) pay the Phase A Carbon Offset Contribution to the Council prior to Commencement of Phase A; and
- (b) not Commence any part of Phase A until the Phase A Carbon Offset Contribution has been paid to the Council.

4.2 **Outline Element**

Upon receipt of an Approved Updated Energy Statement for a Reserved Matters Area and prior to the Commencement Date for the relevant Reserved Matters Area the Developer shall:

- (a) submit to the Council for approval the Carbon Offset Contribution Calculation and any supporting documents for the purpose of calculating the Reserved Matters Carbon Offset Contribution in respect of the relevant Reserved Matters Area;
- (b) pay the Reserved Matters Carbon Offset Contribution for each Reserved Matters Area; and
- (c) not Commence the relevant Reserved Matters Area until the relevant Carbon Offset Contribution Calculation has been approved by the Council in writing and the relevant Reserved Matters Carbon Offset Contribution has been paid in full.

5. **Connection to a DHN**

- 5.1 Prior to Commencement the Developer shall submit a DHN Connection Report to the Council for approval.
- 5.2 The Developer shall not Commence or permit Commencement unless and until the Council has approved the DHN Connection Report in writing.

- 5.3 If the DHN Connection Report confirms that the Developer intends to connect the Development to a DHN, the Developer shall not:
- (a) carry out the development otherwise than in accordance with the details approved in the DHN Connection Report; and
 - (b) Occupy or permit the Occupation of any Phase to be connected to a DHN until such Phase is connected and served by such DHN (unless otherwise agreed by the Council in writing).
- 5.4 If the DHN Connection Report confirms that the Developer intends to connect the Development to a DHN, the DHN Connection Report shall include:
- (a) layout of heat substation plant room;
 - (b) layout of incoming DHN pipework from site boundary to heat substation plant room; and
 - (c) details of pipework connecting heat exchanger to proposed on-site heating system(s);
- 5.5 If the DHN Connection Report confirms that it is not technically feasible to connect the Development to a DHN the DHN Connection Report shall:
- (a) be accompanied by reasonable written evidence demonstrating why it is not technically feasible (using Reasonable Endeavours) to connect the Development to a DHN; and
 - (b) include the following to demonstrate provisions for a DHN connection in the future;
 - (i) layout of energy centre/plant room showing space for future heat exchanger;
 - (ii) layout of obstacle free safeguarded route between future heat exchanger location and future DHN connection point; and
 - (iii) location of future DHN connection point at site boundary.
6. **"Be Seen" Energy Monitoring**
- 6.1 Prior to Occupation of each Block, the Developer shall:
- (a) provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit within that Block, as per the methodology outlined in the 'As-built stage' section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it); and
 - (b) confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 6.2 On the first anniversary of first Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following four (4) years after that date, the Developer shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per

the methodology outlined in the 'In-use stage' section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

- 6.3 The obligation at paragraph 6.2 will be satisfied after the Developer has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five (5) years.
- 6.4 In the event that the 'In-use stage' evidence submitted under paragraph 6.2 shows that the 'As-built stage' performance estimates derived from paragraph 6.1 have not been or are not being met, the Developer shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising the measures identified pursuant to this paragraph shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Developer as soon as reasonably practicable.
- 6.5 All data and supporting evidence should be submitted to the GLA using the 'Be Seen' as-built stage reporting webform (<https://www.london.gov.uk/what-wedo/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>).

Schedule 9

Transport and Highways

1. Definitions

In this Schedule 9 the following expressions shall have the following meanings:

A12 Bus Gate Works means a new signalised junction providing TfL bus connectivity and the new on and off slip roads onto the A12 shown indicatively on Plan 11 as detailed in the Highway Works Schedule and forming part of the Phase B Highway Works;

A12 Underpass Works means the formation of a new pedestrian and cycling route under the A12 through the conversion of the existing vehicular underpass at Abbott Road (known as the Glencoe Street Bridge (A12/00.10/1/C)) including the removal of the existing Abbott Road pedestrian subway and the removal of part of the retaining A12 structure through to Jolly's Green as shown indicatively on Plan 11 as detailed in the Highway Works Schedule and forming part of the Phase B Highway Works;

Aberfeldy Street Works means the works listed with the heading 'Aberfeldy Street Works' under Phase A in the Highway Works Schedule;

Approval in Principle has the meaning given in TfL Document Reference PR 1477 A1 referred to as part of the TfL Requirements and "**Approvals in Principle**" shall be construed accordingly and for the avoidance of doubt the Approval In Principle process shall not be an approval for the purposes of clause 14 of this agreement;

Asset Protection Agreement means an agreement between the Developer and TfL to ensure that the relevant part of the Development may be constructed in such a manner that the safety and/or operation and/or structural integrity of the relevant part of the TfL Assets will not be threatened or prejudiced in accordance with the heads of terms at Annex 1 to this Schedule;

Block I Works means the works listed with the heading 'Block I Works' under Phase A in the Highway Works Schedule;

Blue Badge Holder means the holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;

Borough Resident means an occupier of a Residential Unit who was a resident in the Borough immediately prior to Occupying the Residential Unit;

Brunswick Road Subway Works means upgrades to the Brunswick Road Subway (A12/00.00/5) shown on Plan 11;

Bus Priority Contribution means the sum of £400,000 (four hundred thousand pounds) towards the provision of bus priority measures within the Borough index linked in accordance with clause 18 to mitigate the impact of the Development on the bus network;

Car Club means a car club established and operated by a Car Club Operator under which Occupiers of the Residential Units shall be allowed to use car vehicles on the basis outlined in this Schedule 9;

Car Club Agreement means an agreement to be entered into with a Car Club Operator for the running of the Car Club;

Car Club Bay Commuted Sum means a maximum sum of £20,000 (twenty thousand pounds) index linked in accordance with clause 18 to be applied by the Council towards the provision of the Car Club Parking Spaces (being a contribution of £5,000 (five thousand pounds) per bay required);

Car Club Bay Monitoring Report means a report which shall:

- (a) demonstrate the current levels of use of the existing car club bays situated at the Leven Road Car Club Bays where these have been possible to obtain using Reasonable Endeavours;
- (b) assess whether the need has arisen for the provision of the Car Club Parking Spaces (or any one of them); and
- (c) set out the amount of any Car Club Bay Commuted Sum;

Car Club Membership means free membership to a Car Club for the Car Club Membership Period;

Car Club Membership Period means a minimum period of three years' membership to the Car Club;

Car Club Operator means an operator of the Car Club approved in writing by the Council and who shall be responsible for the running of the Car Club including bookings and charges;

Car Club Parking Spaces means up to four parking spaces that the Council may determine are to be provided for the use of a Car Club by Occupiers of Residential Units and a reference to **Car Club Parking Space** is to any one of them;

Car Parking Traffic Management Order Payment means the sum of £106 (one hundred and six pounds) payable to the Council pursuant to this Schedule 9 in order to update the Council's database on car permit restrictions;

CAVAT means the Capital Asset Value for Amenity Trees methodology for assigning a monetary value to amenity trees;

Critical Subcontractor means a subcontractor which is responsible for the design of the whole or any part of the Highway Works or which relates to one or more of the following disciplines:

- (a) surfacing;
- (b) structural concrete work (including any associated bearings and expansion joints);
- (c) structural steelwork;
- (d) waterproofing and drainage;
- (e) traffic signals (except to the extent this work is carried out, and warranted to TfL, under one of TfL's existing framework agreements); and
- (f) any highly specialist work in respect of which there are only a limited number of qualified suppliers in the relevant market;

Cycle Hire Docking Station Land means the site for the Relocated Cycle Hire Docking Station as agreed by TfL and the Council and the Developer (if within the Application Site);

Cycle Hire Docking Station Lease means a 125 year lease of the Cycle Hire Docking Station Land (or any part which is not situated on the public highway) at a peppercorn rent to be granted by the Developer to TfL in accordance with the heads of terms located at Annex 3 to this Schedule 9;

Designated Bays means any on-site parking bays laid out for use by Borough Residents as part of the Development;

Developer's Approval In Principle Documents means the statements prepared by or on behalf of the Developer in the case of the Relevant Highway Works and which are to be accepted by TfL as the Approval in Principle and acceptance of certification for the design and check of the Relevant Highway Works in accordance with the TfL Technical Approval Process and the TfL Works Agreement (it being acknowledged that Approval in Principle may be given in the form of multiple Approvals in Principle, given in relation to different aspects of the Relevant Highway Works and different areas thereof);

Existing Cycle Hire Docking Station means the cycle hire docking station at Aberfeldy Street and shown edged blue on Plan 8;

Funding Evidence means information to demonstrate and satisfy the Council that the details to be set out in Highway Works Specification, and any Interface Works can be properly funded by the Developer;

Highway Agreement means an agreement made between the Developer and the Council and/or TfL (as applicable) as highway authority made pursuant to section 38 and section 278 of the Highways Act 1980 (and any other relevant legislation) for the Highway Works (or any part thereof) which amongst other things:

- (a) secures for the Council funding to cover at least 100% (one hundred percent) of the cost of the Highway Works for which the Council is the highway authority;
- (b) secures for TfL a deposit, bond, surety or similar security in respect of the relevant Highway Works to the value of 150% (one hundred and fifty per cent) the cost of the relevant Highway Works in respect of works highway for which TfL is highway authority;
- (c) dedicates under section 38 of the Highways Act 1980 those parts of the Application Site which are required as highway maintainable at the public expense; and
- (d) payment of commuted sum towards the Council's and/or TfL's (as applicable) future costs of maintaining or replacing the Highway Works (or any part thereof) (if required by the Council and/or TfL);

Highway Works means the following works:

- (a) the Phase A Highway Works;
- (b) the Phase B Highway Works;
- (c) the Phase C Highway Works; and
- (d) the Phase D Highway Works;

within each Phase as shown indicatively on Plan 9 and set out in the Highway Works Schedule;

Highway Works Schedule means the schedule appended at Annex 2 to this Schedule 9 detailing the Highway Works for each Phase;

Highway Works Specification means a detailed design specification to be submitted for the relevant part of the Highway Works to be submitted by the Developer to the Council and/or TfL (as applicable) for approval in writing and which shall include but shall not be limited to:

- (a) detailed scaled plans and drawings of the design;
- (b) construction methodology;
- (c) details of any demolition or excavations;
- (d) works in respect of foundations of superstructure;
- (e) works relating to any raised carriageways;
- (f) samples of materials to be used;
- (g) estimated costs;
- (h) any emergency access arrangements and requirements;
- (i) design for traffic signals including modelling and design sign off (if applicable);
- (j) details of permits secured through the TMAN Approval Process (if applicable); and
- (k) details in line with the TfL Streets Toolkit (if applicable);

Interface Works means works (where necessary to be approved as part of the Reserved Matters Application) associated with and/or peripheral to the Highway Works where there are interrelationship impacts on existing public highway and/or any other land;

Leven Road Car Club Bays means the car club bays shown on Plan 10;

Lochnagar Street Works means the works listed with the heading 'Lochnagar Street Works' under Phase A in the Highway Works Schedule;

Necessary Consents means all consents necessary to deliver, undertake and complete the Interface Works including but not limited to the consent or licences of any statutory undertakers, any consent of the Council as a landowner and any consents of TfL and of any third party owners;

Outline Method Statement means a method statement and associated works document to be submitted to TfL by the Developer setting out the impact of the relevant works on the TfL Assets and measures to mitigate that impact and which shall address (but not be limited to) the following:

- (a) ground movement predictions and the impact on the TfL Assets;
- (b) monitoring regimes;
- (c) foundation layout and load transfer and the impact on TfL Assets;

- (d) depth and type of piling to be undertaken and the methodology by which piling will be carried out; and
- (e) positioning of cranes and other tall plant.

Parking Permit means a permit to park a vehicle in a place outside of the Application Site designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984;

Permit Transfer Scheme means the Council's permit transfer scheme which came into force on 2 April 2018 which helps qualifying households to move into larger, social rented car-free homes by allowing the households to retain a Parking Permit subject to certain conditions (or such other substitute scheme or conditions which may be brought into force by the Council following the date of this agreement); and

Permitted Disposition means:

- (a) any disposal to a buyer of a completed Commercial Unit or Residential Unit; or
- (b) any disposal to a competent authority in order to provide water, gas, electricity, communication services or foul or surface water disposal facilities or similar purposes and/or the granting of easements to such competent authority for any of the aforesaid purposes; or
- (c) disposal or dedication of highway or of public open space; or
- (d) any other disposal which is entered into pursuant to a statutory agreement; or
- (e) any charge mortgage or debenture of or secured against the whole or the part; or
- (f) any agreement relating to the entering into of any disposals set out above in this definition;

Phase A Highway Works means the Highway Works for Phase A detailed in the Highway Works Schedule which shall include (but not be limited to):

- (a) Aberfeldy Street Works;
- (b) Lochnagar Street Works; and
- (c) Block I Works,

and indicatively shown on Plan 9;

Phase B Highway Works means the Highway Works for Phase B detailed in the Highway Works Schedule and indicatively shown on Plan 9;

Phase B TfL Highway Works means the highway works final details of which are to be submitted and agreed as part of the relevant Reserved Matters Application and which:

- (a) are indicatively shown on the Phase B TfL Highway Works Plans;
- (b) in respect of which the final details for approval will be set out in the Reserved Matters Application for Phase B; and
- (c) which affect the TLRN (or works that will become TLRN) or otherwise involves highway assets for which TfL is the highway authority;

Phase B TfL Highway Works Plans means the set of drawings attached at Schedule 2 which are intended to be indicative comprising drawing numbers 4606-1100-T-129 (Phase 1); 4606-1100-T-130 (Phase 2); 4606-1100-T-131 (Phase 3); 4606-1100-T-132 (Phase 4); 4606-1100-T-133 (Phase 5); 4606-1100-T-134 (Phase 6); and 4606-1100-T-135 (Phase 7) attached at Schedule 2;

Phase C Highway Works means the Highway Works for Phase C detailed in the Highway Works Schedule and indicatively shown on Plan 9;

Phase D Highway Works means the Highway Works detailed in the Highway Works Schedule and indicatively shown on Plan 9;

Principal Subcontractors means any subcontractor carrying out works comprising piling, structural concrete or steelwork; drainage (or having design responsibility for those elements) or otherwise with a contract value of more than twenty percent (20%) of the contract sum;

Project Team Members means the architect, civil & structural engineer, mechanical & electrical engineer, network manager, Critical Subcontractors, and employer's agent and such other consultants as may be engaged in relation to the Relevant Highway Works as TfL may reasonably require to be treated as such;

Relevant Highway Works means Highway Works carried out in Phase B which are not Phase B TfL Highway Works but involve works to any TfL Asset;

Relocated Cycle Hire Docking Station means the reprovision of a TfL cycle hire docking station (equivalent to the Existing Cycle Hire Docking Station) on the Cycle Hire Docking Station Land;

Relocated Cycle Hire Docking Station Contribution means £70,000 (seventy thousand pounds) index linked in accordance with clause 18 being the estimated sum to cover all costs incurred by TfL in the removal of the Existing Cycle Hire Docking Station and the provision of the Relocated Cycle Hire Docking Station to be paid by the Developer to TfL pursuant to paragraph 11 of this Schedule 9;

Returning Resident means an occupier of a Residential Unit who was a resident of the Aberfeldy Estate prior to Commencement of the Development, in possession of an existing Parking Permit at the time that they ceased to be so resident and is in possession of a letter from an Affordable Housing Provider confirming that they have been decanted from the Aberfeldy Estate;

Stopping Up Order means an order under section 247 of the 1990 Act which secures the stopping up as highway of the existing highway shown in black cross hatching on Plan 9;

TfL Assets means the:

- (a) A12 and the A12 structure;
- (b) structure of the existing vehicular underpass at Abbott Road;
- (c) Glencoe Street Subway (A12/00.10/2); and
- (d) Brunswick Road Subway (underpass) (A12/00.00/5),

as shown on Plan 12 and including in each case (without limitation) all retaining walls, structures and foundations together with the associated drainage and other associated

operational assets including (without limitation) traffic signal infrastructure and "TfL Asset" shall be construed accordingly;

TfL Highway Modelling Requirements means guidance published by TfL from time to time (available at the date of this agreement from <https://tfl.gov.uk/corporate/publications-and-reports/transport-modelling-guidance>) setting out TfL's requirements in respect of highway modelling and TfL Model Auditing Process;

TfL Highways Agreement means an agreement entered into with TfL under section 278 and/or section 38 of the Highways Act 1980 in respect of works to the TLRN or works that are proposed to be adopted by TfL as TLRN maintainable at public expense on TfL's standard terms together with such variations as may be agreed between the parties and which may include (without limitation) a requirement for commuted maintenance payments;

TfL Requirements means the requirements set out in the:

- (a) Design Manual for Roads and Bridges "CG 300 Technical Approval of Highway Structures";
- (b) TfL Document Reference: SHS-TN-002 Issue 02 "Technical Approval of the Design of Third Party Structures Which Could Affect the TfL Surface Transport Network";
- (c) TfL Document Reference PR 1477 A1 "Procedure: Technical Approval of Surface and Highway Structures";
- (d) "Signal Schemes in London" Document reference: SQA-0064"; and
- (e) "Streetscape Guidance",

as amended from time to time together with such other detailed requirements as may be published and amended and from time to time affecting works or personnel working in or on or around TfL Assets and which are necessary to protect the safety and operation thereof and which reflect any relevant codes standards regulations rules policies procedures and guidelines adopted or promulgated by TfL from time to time;

"TfL Streets Toolkit" means the suite of documents and guidance published by TfL from time to time (available at the date of this agreement from <https://tfl.gov.uk/corporate/publications-and-reports/streets-toolkit>) including Streetscape Guidance, Sustainable Drainage Systems, London Cycling Design Standards, Accessible Bus Stop Design Guidance, Kerbside Loading Guidance and Design Standards for Signal Schemes in London;

TfL Technical Approval Process means TfL's process to secure technical approval from TfL prior to construction of works on TfL's surface assets and for the avoidance of doubt the TfL Technical Approval Process shall not be an approval for the purpose of clause 14 of this agreement;

TfL Trees means:

- (a) trees T30 (Asset 10560013) and one tree within G3 (Asset 10560014) within Phase B; and
- (b) trees T137 (Asset 200302824038) and T138 (Asset 200302824037) within Phase C,

as identified on Plan 13;

TfL Works Agreement means the works agreement to be entered into between (1) the Developer and (2) TfL which ensures the safety and integrity of the structure of the TfL Assets in accordance with the heads of terms at Annex 1 to this Schedule;

TLRN means the Transport for London Road Network comprising highways for which TfL is the responsible highway network authority;

Traffic Order Contribution means the sum of £4,125 (four thousand one hundred and twenty-five pounds) index linked in accordance with clause 18 payable to the Council and/or TfL (as appropriate) for each Traffic Order;

Traffic Orders means any temporary or permanent traffic management order or traffic regulation order required in respect of the Highway Works pursuant to the Road Traffic Regulation Act 1984 (and the regulations made under it) including any amendment to an existing order;

Tram Ducts means the utility ducts the approximate position of which is shown by a blue line on Plan 14; and

Tree Contribution means a financial contribution for each of Phase B and Phase C to be calculated in accordance with the latest CAVAT methodology and paid by the Developer to TfL in accordance with paragraph 19 of this Schedule 9 and applied towards compensation for the loss of tree amenity as a result of the loss of TfL Trees in Phase B and Phase C which at the date of this agreement is estimated to be £141,976.

Part 1 : Financial Contributions

2. Bus Priority Contribution

2.1 Subject to paragraph 2.2 below, the Developer shall:

- (a) pay the Bus Priority Contribution to the Council prior to Occupation of Phase B;
and
- (b) not Occupy Phase B unless and until it has paid the Bus Priority Contribution to the Council.

2.2 Where TfL informs the Developer prior to payment of the Bus Priority Contribution that the bus mitigation measures will be carried out on roads for which TfL is highway authority, the Developer shall pay the Bus Priority Contribution to TfL and paragraph 2.1 above shall be construed as though references to the Council are to TfL.

Part 2 : Parking Permits

3. Car Free Development

3.1 The Developer covenants:

- (a) to pay to the Council the Car Parking Traffic Management Order Payment no later than two months following the Commencement Date;
- (b) save as set out in paragraph 3.4 below, to use Reasonable Endeavours not to Occupy or permit Occupation of a Residential Unit or a Commercial Unit if the Occupier of the relevant unit is in possession of a Parking Permit unless the person for whom the application is made is a Blue Badge Holder;
- (c) save as set out in paragraph 3.4 below, the Occupiers of the Residential Units and the Commercial Units shall not apply for a Parking Permit unless the person for whom the application is made is a Blue Badge Holder;
- (d) in disposing of or letting any Residential Unit to procure that:
 - (i) all prospective purchasers, lessees or tenants of any Residential Unit are informed of the restrictions relating to car parking permits under this agreement; and
 - (ii) covenants relating to the car free obligations referred to in paragraphs 3.1(b) and 3.1(c) of this Schedule 9 are included in all transfers, tenancies and leases of any such Residential Unit; and
- (e) in disposing of or letting any individual Commercial Unit to procure that:
 - (i) all prospective purchasers, lessees, or tenants of any Commercial Unit are informed of the restrictions relating to car use under this agreement; and
 - (ii) covenants relating to the car free obligations referred to in paragraphs 3.1(c) and 3.1(d) of this Schedule 9 are included in all transfers, tenancies and leases of any such Commercial Unit.

3.2 From the date of first Occupation the Developer shall:

- (a) maintain a management system to ensure that all Occupiers and intended Occupiers of the Residential Units and Commercial Units of the Development are given notice of the restriction upon car parking contained in this Schedule 9; and
- (b) upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires to evidence compliance with the car free obligations contained in this Schedule 9.

3.3 The car-free obligations contained in this Schedule 9:

- (a) do not prevent residents, workers, or visitors of the Development from parking cars or vehicles in Designated Bays or where legally permitted on the Site; and
- (b) do not preclude the operation of the Council's Permit Transfer Scheme insofar as it continues to operate in the Borough.

3.4 The parties agree that:

- (a) Returning Residents may retain up to a maximum of 3 (three) Parking Permits per Residential Unit PROVIDED THAT such Parking Permits were held by the Returning Residents prior to their Occupation of the relevant Residential Unit; and
- (b) Borough Residents who qualify under the Permit Transfer Scheme may at any time apply and hold a maximum of 1 (one) Parking Permit per Residential Unit,

and the provisions of this Schedule 9 shall be read so accordingly.

Part 3 : Highway Works

4. Phase A Highway Works

- 4.1 Prior to commencement of the Phase A Highway Works the Developer shall:
- (a) submit the Funding Evidence in respect of the Phase A Highway Works to the Council for approval in writing;
 - (b) submit the Highway Works Specification for the Phase A Highway Works to the Council and/or TfL (as applicable) for approval in writing; and
 - (c) enter into a Highway Agreement in respect of the Phase A Highway Works (unless otherwise agreed by the Council).
- 4.2 The Developer shall not commence the Phase A Highway Works until:
- (a) the Funding Evidence in respect of the Phase A Highway Works has been submitted to and approved by the Council in writing;
 - (b) the Highway Works Specification for the Phase A Highway Works has been submitted to and approved by the Council and/or TfL (as applicable) in writing; and
 - (c) it has entered into a Highway Agreement in respect of the Phase A Highway Works (unless otherwise agreed by the Council).
- 4.3 The Developer shall Practically Complete in accordance with the Highway Agreement:
- (a) the Aberfeldy Street Works prior to Occupation of Blocks F, H1, H2 and H3 in Phase A;
 - (b) the Lochnagar Street Works prior to Occupation of Block J in Phase A; and
 - (c) the Block I Works prior to Occupation of Block I in Phase A.
- 4.4 The Developer shall not Occupy or permit the Occupation of:
- (a) Blocks F, H1, H2 and H3 in Phase A until the Aberfeldy Street Works have been Practically Completed in accordance with the relevant Highway Agreement;
 - (b) Block J in Phase A until the Lochnagar Street Works have been Practically Completed in accordance with the relevant Highway Agreement;
 - (c) Block I in Phase A until the Block I Works have been Practically Completed in accordance with the relevant Highway Agreement.
- 4.5 The Developer shall Practically Complete the remainder of the Phase A Highway Works not comprised within the Aberfeldy Street Works and the Lochnagar Street Works:
- (a) prior to the Commencement of any of Phase B, Phase C and Phase D;
 - (b) not later than Occupation of 50% of the Open Market Housing Units within Phase A; and
 - (c) not later than 48 months after first Occupation of Phase A
- (whichever is earliest).

- 4.6 The Developer shall not:
- (a) Commence any of Phase B, Phase C and Phase D; nor
 - (b) Occupy more than 50% of the Open Market Housing Units within Phase A
- until the Phase A Highway Works have Practically Completed in accordance with the Highway Agreement.

5. Phase B Highway Works

- 5.1 Prior to commencement of the Phase B Highway Works the Developer shall:
- (a) submit the Funding Evidence in respect of the Phase B Highway Works to the Council for approval in writing;
 - (b) submit the Highway Works Specification for the Phase B Highway Works to the Council and/or TfL (as applicable) for approval in writing; and
 - (c) enter into a Highway Agreement in respect of the Phase B Highway Works (unless otherwise agreed by the Council).
- 5.2 The Developer shall not commence the Phase B Highway Works until:
- (a) the Funding Evidence in respect of the Phase B Highway Works has been submitted to and approved by the Council in writing;
 - (b) the Highway Works Specification for the Phase B Highway Works has been submitted to and approved by the Council and/or TfL (as applicable) in writing; and
 - (c) it has entered into a Highway Agreement in respect of the Phase B Highway Works (unless otherwise agreed by the Council).
- 5.3 The Developer shall Practically Complete:
- (a) the Phase B Highway Works (save for the A12 Bus Gate Works and A12 Underpass Works) prior to:
 - (i) Practical Completion of Block B3 and Block B5;
 - (ii) Commencement of Phase C or Phase D; and
 - (iii) within 60 months of first Occupation of Phase B.
 - (b) Practically Complete the A12 Bus Gate Works and A12 Underpass Works prior to Commencement of Phase C or Phase D.
- 5.4 The Developer shall not:
- (a) Occupy Block B3 or Block B5 until the Phase B Highway Works have Practically Completed in accordance with the relevant Highway Agreement; and
 - (b) Commence Phase C or Phase D until the A12 Bus Gate Works and A12 Underpass Works have Practically Completed in accordance with the relevant Highway Agreement.

6. Phase C Highway Works

- 6.1 Prior to commencement of the Phase C Highway Works the Developer shall:

- (a) submit the Funding Evidence in respect of the Phase C Highway Works to the Council for approval in writing;
- (b) submit the Highway Works Specification for the Phase C Highway Works to the Council and/or TfL (as applicable) for approval in writing; and
- (c) enter into a Highway Agreement in respect of the Phase C Highway Works (unless otherwise agreed by the Council).

6.2 The Developer shall not commence the Phase C Highway Works until:

- (a) the Funding Evidence in respect of the Phase C Highway Works has been submitted to and approved by the Council in writing;
- (b) the Highway Works Specification for the Phase C Highway Works has been submitted to and approved by the Council and/or TfL (as applicable) in writing; and
- (c) it has entered into a Highway Agreement in respect of the Phase C Highway Works (unless otherwise agreed by the Council).

6.3 The Developer shall Practically Complete the Phase C Highway Works not later than the earliest of:

- (a) Commencement of Phase D;
- (b) Occupation of 50% of the Open Market Housing Units within Phase C; and
- (c) 48 months after the first Occupation of Phase C.

6.4 The Developer shall not:

- (a) Commence Phase D; nor
- (b) Occupy more than 50% of the Open Market Housing Units within Phase C

until the Phase C Highway Works have Practically Completed in accordance with the relevant Highway Agreement.

7. **Phase D Highway Works**

7.1 Prior to commencement of the Phase D Highway Works the Developer shall:

- (a) submit the Funding Evidence in respect of the Phase D Highway Works to the Council for approval in writing;
- (b) submit the Highway Works Specification for the Phase D Highway Works to the Council and/or TfL (as applicable) for approval in writing; and
- (c) enter into a Highway Agreement in respect of the Phase D Highway Works (unless otherwise agreed by the Council).

7.2 The Developer shall not commence the Phase D Highway Works until:

- (a) the Funding Evidence in respect of the Phase D Highway Works has been submitted to and approved by the Council in writing;

- (b) the Highway Works Specification for the Phase D Highway Works has been submitted to and approved by the Council and/or TfL (as applicable) in writing; and
 - (c) it has entered into a Highway Agreement in respect of the Phase D Highway Works (unless otherwise agreed by the Council).
- 7.3 The Developer shall Practically Complete the Phase D Highway Works not later than the earlier of:
 - (a) Occupation of 50% of the Open Market Housing Units within Phase D; and
 - (b) 48 months after first Occupation of Phase D.
- 7.4 The Developer shall not Occupy more than 50% of the Open Market Housing Units within Phase D until the Phase D Highway Works have Practically Completed in accordance with the relevant Highway Agreement.
- 8. Stopping Up Orders**
- 8.1 The Developer shall not Commence a Phase until an application has been submitted to and validated by the Council for any Stopping Up Order required for that Phase.
- 8.2 The Developer shall be responsible for meeting all costs associated with each Stopping Up Order inclusive of all the Council's and/or TfL's (as applicable) costs associated with the decision on any application and the procedure for making and confirming any Stopping Up Order.
- 8.3 Unless otherwise agreed in writing by the Council and/or TfL (as applicable), the Developer shall not Occupy a Phase until any Stopping Up Order required for that Phase has been made.
- 9. Traffic Orders**
- 9.1 The Developer shall be responsible for:
 - (a) making any applications for Traffic Orders to the Council and/or TfL (as appropriate) the terms of which shall be:
 - (i) in respect of any Traffic Orders agreed by the Council and/or TfL (as appropriate); and
 - (ii) for any Traffic Order associated with the A12 Bus Gate Works, in accordance with the direction provided by TfL pursuant to paragraph 16.3(c); and
 - (b) meeting all costs associated with making the Traffic Orders, including costs associated with the decision on any application and the procedure for making and confirming of any Traffic Orders.
- 9.2 The Developer shall pay to the Council and/or TfL (as appropriate) the Traffic Order Contribution in respect of each Traffic Order needed in respect of the Highway Works (or any part thereof).
- 9.3 The Developer shall not Occupy Phase A, Phase B, Phase C or Phase D (as applicable) unless the Traffic Order Contribution in respect of the relevant Phase has been paid.

10. Other Matters

- 10.1 Prior to commencing the Highway Works in each of Phase A, Phase B, Phase C and Phase D the Developer shall at its own cost obtain all the Necessary Consents that will allow for the Interface Works to be carried out along with the Highway Works for the relevant Phase and to provide information to the Council's satisfaction that the Necessary Consents have been obtained by the Developer.
- 10.2 Unless otherwise agreed with the Council in writing, the Development shall not commence Highway Works for each of Phase A, Phase B, Phase C and Phase D unless the Council has confirmed in writing that it is satisfied that the Necessary Consents for the relevant Phase have been obtained.
- 10.3 In the event that the Council reasonably requires further information and/or supporting evidence in respect of the Funding Evidence and/or the Necessary Consents, the Developer shall provide any reasonably required information to the Council within 10 (ten) Working Days of receiving a request and this process may be repeated until the Council has all the information and/or supporting evidence it reasonably requires.
- 10.4 The Council and TfL will work collaboratively with the Developer as the respective highway authorities for the areas of public highway to which the Highway Works and the Development relate and will seek resolve any matters arising in connection with the Highway Works and any relevant Interface Works to enable the Developer to enter into a Highway Agreement although nothing in this agreement shall be construed as granting permission to the Developer or its agents or servants from time to time to carry out works on a highway for which the Council or TfL is the highway authority.

11. Cycle Hire Docking Station

- 11.1 Prior to submission of the first Reserved Matters Application the Developer and TfL shall agree the location of the Cycle Hire Docking Station Land and the Developer shall not submit the first Reserved Matters Application until the location has been agreed with TfL.
- 11.2 The Developer shall thereafter not construct any permanent buildings or structures on the Cycle Hire Docking Station Land or carry out any works which would prevent the provision of a Relocated Cycle Hire Docking Station on the Cycle Hire Docking Station Land.
- 11.3 On or prior to any restriction of access to or from or closure or removal of the Existing Cycle Hire Docking Station as a consequence of the construction of the Development the Developer shall:
- (a) pay to TfL the Relocated Cycle Hire Docking Station Contribution and the Developer shall not cause the restriction of access to or from or the closure or removal of the Existing Cycle Hire Docking Station unless and until the Developer has paid to TfL the Relocated Cycle Hire Docking Station Contribution; and
 - (b) where TfL has agreed with the Developer that the Relocated Cycle Hire Docking Station or any part is to be situated on a part of the Application Site which is not public highway and which is owned by the Developer:
 - (i) grant to TfL a Cycle Hire Docking Station Lease and any other approvals or consents from the Developer reasonably required in order for the Relocated Cycle Hire Docking Station to be provided by or on behalf of TfL and used by the general public; and

- (ii) allow TfL access at reasonable times with or without machinery plant or vehicles onto the Cycle Hire Docking Station Land as is necessary to enable the installation of the Relocated Cycle Hire Docking Station.

- 11.4 On completion of the provision of the Relocated Cycle Hire Docking Station TfL shall provide to the Developer a certificate specifying the sum (the **Certified Sum**) reasonably expended by TfL in removing the Existing Cycle Hire Docking Station and providing the Relocated Cycle Hire Docking Station together with (upon request) a breakdown detailing how the Relocated Cycle Hire Docking Station Contribution paid by the Developer pursuant to paragraph 11.1 has been spent.
- 11.5 If the Certified Sum exceeds the Relocated Cycle Hire Docking Station Contribution then the Developer shall within fourteen days of the issuing of the said certificate pay to TfL the amount of the excess. If the Certified Sum is less than the Relocated Cycle Hire Docking Station Contribution then TfL shall within twenty-one days of the issuing of the said certificate pay to the Developer the unspent element.

Part 4 : TfL Highway Works and Asset Protection

12. Tram Ducts

12.1 The Developer covenants with TfL and the Council:

- (a) not to undertake the construction of the Development so as to cause damage or interference with the Tram Ducts;
- (b) to bear and pay to TfL on demand any cost incurred in making good any such damage.

12.2 The Developer hereby indemnifies TfL against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by TfL, by reason of any damage to the Tram Ducts caused directly by the construction of the Development.

13. Phase B TfL Highway Works – TfL Highways Agreement And Works Agreement

13.1 The Developer covenants with TfL and the Council not to Commence Phase B until the Developer has entered into a:

- (a) TfL Highways Agreement with TfL in respect of the Phase B TfL Highway Works; and
- (b) TfL Works Agreement with TfL in respect of the Relevant Highway Works.

13.2 The Developer acknowledges that that the pre-conditions to TfL entering into a TfL Works Agreement are:

- (a) the Developer serving written notice on TfL;
- (b) the Developer procuring delivery to TfL within 10 Working Days (or such longer period agreed with TfL) of such notice full details of the relevant part of the Phase B TfL Highway Works, together with a copy of all lawful consents required for the commencement of the same;
- (c) the Developer procuring delivery to TfL within 10 Working Days (or such longer period agreed with TfL) of such notice the draft of the Developer's Approval in Principle Documents for approval by TfL in accordance with the terms of the TfL Works Agreement; and
- (d) the Developer procuring delivery to TfL of full details of the description of the relevant part of the Phase B TfL Highway Works to be referred to in the TfL Works Agreement.

13.3 The Developer covenants with TfL and the Council not to undertake the Relevant Highway Works (including any survey works or monitoring) other than in accordance with the TfL Works Agreement.

13.4 The Developer covenants with TfL and the Council not to undertake the Phase B TfL Highway Works other than in accordance with the TfL Highways Agreement.

14. Phase C TfL Highway Works – Works Agreement

14.1 The Developer covenants with TfL and the Council:

- (a) before submission of any Reserved Matters Application for Phase C to supply to TfL a detailed design in relation to that part of the Development in Phase C or the buildings and structures within Phase C (including but not limited to the foundations, superstructure (including cladding), roads, highways, public realm and landscaping but excluding internal layouts) clearly showing the distance of the buildings and structures forming part of Phase C from the TfL Assets so that TfL can confirm to what extent the design and the works involved in the construction of Phase C could affect the safety and/or operation and/or structural integrity of any of the TfL Assets; and
 - (b) where TfL has confirmed that the design and/or works to be undertaken in Phase C could affect the safety and/or operation and/or structural integrity of any of the TfL Assets the Developer shall not Commence Phase C until:
 - (i) an Outline Method Statement for the construction works and the detailed design of the works has been approved in writing by TfL; and
 - (ii) the Developer has entered into an Asset Protection Agreement or TfL Works Agreement with TfL as may be required by TfL.
- 14.2 In responding to the detailed design and Outline Method Statement submitted pursuant to paragraph 14.1(b), the Developer acknowledges and agrees that TfL may (acting reasonably) identify further specific documents that need to be prepared and approved to assure the safety, integrity and operation of the TfL Assets.
- 14.3 The Developer covenants with the Council and TfL:
- (a) not to submit any Reserved Matters Application for Phase C which is inconsistent with the details submitted to TfL pursuant to paragraph 14.1 without consulting TfL in accordance with paragraph 14.1 and complying with paragraphs 14.1 and 14.2 in relation to any changes; and
 - (b) not to submit any variation to any Reserved Matters Approval for Phase C without consulting TfL in accordance with paragraph 14.1 and complying with paragraphs 14.1 and 14.2 in relation to any changes.
- 14.4 The Developer covenants with the Council and TfL to pay TfL's proper costs incurred in reviewing the information provided by the Developer to TfL pursuant to this paragraph within 28 Working Days of receipt from TfL of a breakdown of such costs.
- 14.5 The Developer covenants with the Council and TfL not to undertake the works to construct the Development on Phase C other than in full compliance with:
- (a) every approved Outline Method Statement relating to Phase C and any further documents identified and approved by TfL pursuant to paragraph 14.2; and
 - (b) any Asset Protection Agreement or TfL Works Agreement entered into in respect thereof.
15. **Phase C Works – Brunswick Road Subway**
- 15.1 The Developer covenants with the Council and TfL before submission of any Reserved Matters Application for Phase C to supply to TfL a detailed design of the Brunswick Road Subway Works so that TfL can confirm if and to what extent those works could affect the safety and/or operation and/or structural integrity of any of the TfL Assets or the Brunswick Road Subway Works comprise works which relate to highway assets for which TfL is the highway authority.

- 15.2 Where TfL has confirmed that the Brunswick Road Subway Works comprise works which relate to highway assets for which TfL is the highway authority the Developer shall not Commence Phase C until the Developer has entered into a TfL Works Agreement with TfL in respect of those works.
- 15.3 Where TfL has otherwise confirmed that the Brunswick Road Subway Works could affect the safety and/or operation and/or structural integrity of any of the TfL Assets the development of the Brunswick Road Subway Works shall not Commence until:
- (a) an Outline Method Statement for the construction works and the design of the works has been approved in writing by TfL; and
 - (b) the Developer has entered into an Asset Protection Agreement or TfL Works Agreement with TfL as may be required by TfL.
- 15.4 In responding to the design and Outline Method Statement submitted pursuant to paragraph 15.3, TfL may (acting reasonably) identify further specific documents that need to be prepared and approved to assure the safety, integrity and operation of the TfL Assets.
- 15.5 The Developer covenants with the Council and TfL:
- (a) not to submit any Reserved Matters Application for the Brunswick Road Subway Works to the Council which is inconsistent with the details submitted to TfL pursuant to paragraph 15.1 without consulting TfL in accordance with paragraph 15.1 and complying with paragraphs 15.2 and 15.3 in relation to any changes; and
 - (b) not to submit any variation to any approval granted pursuant to a Reserved Matters Application for the Brunswick Road Subway Works without consulting TfL in accordance with paragraph 15.1 and complying with paragraphs 15.2 and 15.3 in relation to any changes.
- 15.6 The Developer covenants to pay TfL's proper costs incurred in reviewing the information provided by the Developer to TfL pursuant to this paragraph 15 within 28 Working Days of receipt from TfL of a breakdown of such costs alongside a timeline demonstrating when and how such costs were incurred.
- 15.7 The Developer covenants when undertaking the Brunswick Road Subway Works to fully comply with:
- (a) the approved Outline Method Statement submitted pursuant to paragraph 15.3; and
 - (b) any Asset Protection Agreement or TfL Works Agreement entered into in respect thereof.

16. **TfL Further Approvals**

- 16.1 The Developer shall not commence the A12 Bus Gate Works or the A12 Underpass Works until TfL has provided technical approval for such works via the TfL Technical Approval Process.
- 16.2 The Developer shall not commence the Brunswick Road Subway Works until TfL has provided technical approval for such works via the TfL Technical Approval Process.
- 16.3 The Developer shall not submit the A12 Bus Gate Works to TfL for approval until:

- (a) it has carried out traffic capacity modelling of the proposed A12 Bus Gate Works in consultation with TfL in line with TfL Highway Modelling Requirements to establish the capacity for the A12 Bus Gate Works to be used for other vehicles such as special educational needs buses and black cabs;
- (b) such modelling has been submitted to and approved by TfL in writing; and
- (c) TfL has provided a direction on the traffic prohibition or restrictions that should apply to the A12 Bus Gate Works and the Developer's obligation in paragraph 9 shall be to make an application for a Traffic Order in accordance with TfL's direction.

16.4 The Developer shall not close the existing A12 vehicular underpass at Abbott Road until the A12 Bus Gate Works have:

- (a) received technical approval via the TfL Technical Approval Process; and
- (b) been Practically Completed to the Council and TfL's satisfaction.

Part 5 : Car Club

17. Car Club Membership

17.1 The Developer shall in respect of each Phase:

- (a) not Occupy or permit Occupation of any Residential Units within that Phase until a Car Club Agreement has been entered into with the Car Club Operator in respect of that Phase and a copy of the Car Club Agreement has been provided to the Council for approval (with commercially sensitive information redacted);
- (b) not Occupy or permit Occupation of any Residential Units within the relevant Phase until the Car Club Agreement submitted pursuant to paragraph 17.1(a) above has been approved in writing by the Council;
- (c) for a period of three years from first Occupation only of each Residential Unit (the **Car Club Membership Notification Period**) to notify Occupiers annually of their entitlement to a Car Club Membership and how Occupiers can request a Car Club Membership; and
- (d) if during the Car Club Membership Notification Period an Occupier of a Residential Unit requests a Car Club Membership, fund the cost of (1) one Car Club Membership for that Occupier (up to a maximum of (1) one Car Club Membership per household).

17.2 The Developer shall advertise the Car Club as follows:

- (a) provide details on the Car Club and the Car Club Membership in its marketing materials for the Development;
- (b) provide a leaflet with details of how to join the Car Club and availability of Car Club Membership to Occupiers on first Occupation of each Residential Unit; and
- (c) publicise the Car Club annually, including posting notices within common parts of the residential buildings within the Development.

18. Car Club Parking Spaces

18.1 The Developer shall ensure that the Development is carried out so as to accommodate the provision of the Car Club Parking Spaces.

18.2 Prior to the Occupation of each of Phase B and Phase D the Developer shall submit a Car Club Bay Monitoring Report to the Council for approval in writing.

18.3 The Developer shall not Occupy or permit Occupation of either Phase B or Phase D (as appropriate) unless and until the relevant Car Club Bay Monitoring Report has been submitted to and approved by the Council in writing.

18.4 In the event that the relevant Car Club Bay Monitoring Report as approved by the Council pursuant to paragraph 18.3 above demonstrates that a need has arisen for the delivery of the Car Club Parking Spaces (or any number of them) or that a Car Club Bay Commuted Sum is required the Developer shall either (as applicable):

- (a) use Reasonable Endeavours to deliver the Car Club Parking Spaces within 12 weeks of approval of the Car Club Bay Monitoring Report or such longer period as may be agreed with the Council in writing; or

- (b) pay the Car Club Bay Commuted Sum to the Council within 6 weeks of approval of the Car Club Bay Monitoring Report,

and where the Developer has elected to deliver the Car Club Parking Spaces pursuant to subparagraph (a) but has not delivered the Car Club Parking Spaces on the expiry of the 12 week period or, if applicable, such longer period as has been agreed pursuant to subparagraph (a), the Developer shall pay the Car Club Bay Commuted Sum to the Council within 10 Working Days.

- 18.5 Subject to paragraph 18.6 below the Developer shall maintain any Car Club Parking Spaces delivered pursuant to paragraph 18.4 above for the lifetime of the Development unless written confirmation is obtained from the Council that any of the Car Club Parking Spaces are no longer required.
- 18.6 Paragraph 18.5 above shall only apply to any Car Club Parking Spaces delivered within the Application Site and shall not apply to any Car Club Parking Spaces delivered on public highway.

Part 6 : Trees

19. Tree Contribution

19.1 The Developer covenants on submission of any Reserved Matters Application for each of Phase B and Phase C to submit to TfL for TfL's approval:

- (a) an expert inspection and assessment of the CAVAT value of the TfL Trees within that Phase;
- (b) details of replacement planting within the relevant Reserved Matters Area; and
- (c) confirmation as to whether the TfL Trees will be removed during Preparatory Works of the relevant Phase,

to enable TfL to confirm the quantum of the Tree Contribution for the relevant Phase to the Developer.

19.2 The Developer covenants to pay the Tree Contribution for each of Phase B and Phase C to TfL as follows:

- (a) where TfL Trees are to be removed as part of the Preparatory Works, prior to a Material Operation comprised in the relevant Phase; and
- (b) in all other cases, prior to Commencement of the relevant Phase.

19.3 The Developer shall not cause or permit in respect of each of Phase B and Phase C:

- (a) any Material Operations comprised in the relevant Phase; or
- (b) Commencement of the relevant Phase,

(as applicable) until TfL has approved the details submitted pursuant to paragraph 19.1 and the Developer has paid the Tree Contribution for that Phase to TfL and its receipt has been acknowledged in writing by TfL.

Annex 1 to Schedule 9: TfL Works Agreement Draft Heads Of Terms

The Developer will comply at all times with the TfL Works Agreement in carrying out the Relevant Highway Works.

The TfL Works Agreement shall make provision to ensure the safety, structure, integrity and operation of the TfL Assets. In particular it will make provision for:

1. **Protecting Infrastructure and Operations**

Provision will be made for the protection of the TfL Assets as follows:

1.1 Prior to the Commencement of the Relevant Highway Works, the Developer will submit to TfL for approval:

- (a) details of the Developer's construction programme relating to the Relevant Highway Works;
- (b) information which details how the Relevant Highway Works will be carried out without adversely impacting upon the safety, structure, integrity or operation of the TfL Assets. This shall include a risk assessment which details any potential adverse impacts and proposed mitigations for those impacts;
- (c) a copy of all design and check certificates which the Developer is required to obtain before carrying out the Relevant Highway Works in accordance with the provisions of the TfL Works Agreement, the Developer's Approval in Principle Documents and the TfL Requirements current at such time;
- (d) details of the contractor and the professional team for the Relevant Highway Works and the proposed building contract and appointments. No contractor or member of the professional team shall be appointed without TfL's approval (not to be unreasonably withheld or delayed);
- (e) a bond in a form acceptable to TfL (acting reasonably) with details of the surety to be bound with the Developer to TfL for the due performance of the Developer's obligations in relation to the Relevant Highway Works pursuant to the TfL Works Agreement. The amount of the bond shall equate to 150% of the cost of the Relevant Highway Works and the bond shall be required to be in place prior to commencement of the Relevant Highway Works with the amount of the bond reducing by 60% on TfL being satisfied that the Relevant Highway Works are practical complete and being discharged at the end of the maintenance period provided for in the Highways Agreement for the Relevant Highway Works;
- (f) the form of the warranties to be provided prior Commencement of the Relevant Highway Works in accordance with section 6 below;
- (g) details of the insurances described in section 5 below.

1.2 The Developer will carry out condition surveys of TfL Assets and will provide them to TfL both:

- (a) prior to Commencement of the Relevant Highway Works; and
- (b) on practical completion of the Relevant Highway Works (or relevant part).

- 1.3 If as a result of the Relevant Highway Works any defect, damage or deterioration occurs in the assets comprising or serving the TfL Assets, the Developer shall, at the request and direction of TfL, either undertake any works necessary to repair such defect, damage or deterioration or assist TfL in repairing the same, and in either case the Developer shall be responsible for the costs of repair.
- 1.4 If in TfL's opinion it is necessary in contemplation of and as a result of the Relevant Highway Works, the Developer will upon TfL's request carry out a further and more detailed surveys to establish any additional requirements for protective and other measures to be taken by the Developer during the carrying out of the Relevant Highway Works to ensure no adverse effect on the safety, structure, integrity and the operation of the TfL Assets by reason of the Relevant Highway Works.
- 1.5 No Relevant Highway Works shall Commence until TfL has given its approval to the Developer's Approval in Principle Documents relating to those Relevant Highway Works and the information to be submitted under this section 1 has been approved in writing by TfL including the proposed mitigations in so far as relating to those Relevant Highway Works.
- 1.6 The Developer shall ensure that at all times during the Relevant Highway Works, the Developer's employees, agents and sub-contractors shall comply with the Developer's Approval In Principle Documents, the terms of the TfL Works Agreement, documents and details approved pursuant to the TfL Works Agreement (and with all conditions attaching to such approvals) including the Outline Method Statements and the TfL Requirements and it will be the Developer's responsibility to acquaint itself with the TfL Requirements.
- 1.7 The Developer shall not do anything which shall interfere with the efficient operation or maintenance of or endanger the safety and integrity of the TfL Assets or the safety of TfL staff or the general public whether using the TfL Assets or not and shall fully comply with all TfL Requirements with regard to such operation maintenance or safety and shall co-operate fully with TfL to prevent the occurrence of any circumstances arising as a result of the Relevant Highway Works which may prejudice the safety or normal operation of the TfL Assets.
- 1.8 Once commenced the Developer shall use all reasonable endeavours to achieve Practical Completion of the Relevant Highway Works diligently and expeditiously in accordance with its development programme for the Relevant Highway Works.
- 1.9 TfL shall be given access on reasonable prior notice in writing (save in the case of emergency) to inspect the state and progress of the Relevant Highway Works or any part thereof and the materials and the equipment used or intended for use therein (subject to TfL complying with all reasonable site regulations in relation to safety, security and access). TfL shall also be entitled to inspect the Relevant Highway Works so as to enable TfL to comment on whether the Relevant Highway Works have in its opinion reached completion and whether there are any defects that need to be rectified.
- 1.10 TfL shall also be provided with the right to rectify any potential deterioration / dilapidations to the TfL Assets (not due to the Relevant Highway Works) uncovered during the course of the Relevant Highway Works subject to the parties agreeing the scope and method of those rectification works having regard to the paramount importance of the safety of the users of the TfL Assets and to all other relevant factors including the risk and delay and additional cost which would result from not rectifying the potential deterioration / dilapidations to the TfL Assets but otherwise so as to minimise any delay to the Relevant Highway Works.

- 1.11 Within three 3 months of Practical Completion of the Relevant Highway Works or as soon as reasonably possible after the relevant request (if not made before Practical Completion of the Relevant Highway Works) the Developer shall supply to TfL for its permanent use and keeping two complete sets of such final construction drawings in respect of the Relevant Highway Works as may reasonably be requested by TfL in a format agreed by TfL (acting reasonably) which is BIM compliant and shows accurately the structural and other parts of the Relevant Highway Works including the run of all drains pipes cables and other services in upon or directly over the TfL Assets or serving the TfL Assets.

2. **Ground Movement**

- 2.1 Commencement of the Relevant Highway Works shall not take place until:
- (a) arrangements for the monitoring of TfL Assets and ground movement (including the identity of the monitoring surveyor, the terms of appointment, insurance cover levels and the terms of the collateral warranty to be provided to TfL) have been approved by TfL; and
 - (b) arrangements for the monitoring of movement of TfL Assets and ground movement and have put into place in accordance with the details approved and TfL's specifications and TfL has received data from such monitoring covering a continuous period of at least six months (or such other period as TfL may require) and TfL has been provided with the results and the relevant surveyor's analysis thereof and approved the results and the analysis thereof.
- 2.2 The Developer shall be responsible for the proper cost and, at TfL's choice, execution of continued monitoring of its highway structures and ground movement during the Relevant Highway Works and following Practical Completion of the Relevant Highway Works, such monitoring to continue until the later of:
- (a) the date which is twelve months after Practical Completion of the Relevant Highway Works; and
 - (b) when the first period of six months has elapsed after Practical Completion of the Relevant Highway Works during which no movement that might be attributable to the Relevant Highway Works has occurred.

3. **Approvals**

- 3.1 TfL's decision on any matter which TfL considers relates to the safety, operation and integrity of the TfL Assets and the safety of those using the TfL Assets is to be final.

4. **Remedying Default by the Developer and in the Event of Emergency or Deflection**

- 4.1 If the Developer is in breach of any of its obligations in the TfL Works Agreement then TfL may give the Developer written notice of that breach and the Developer shall as soon as practicable begin and then, within a reasonable time (or such shorter time as may be required by statute), complete remedying the breach.

- 4.2 If:

- (a) there is an emergency affecting the TfL Assets in the vicinity of or which may be as a result of the Relevant Highway Works; or

- (b) an unusual and material deflection of the TfL Assets is identified (by the monitoring system or otherwise) in the vicinity of or which may be as a result of the Relevant Highway Works,

then TfL may:

- (c) give the Developer notice (which need not be in writing) of that occurrence and the Developer shall consult with TfL and take such action (in consultation with TfL where possible) in accordance with good engineering practice as is necessary to halt any further adverse effect on the TfL Assets and then (to the extent that the same is not a result of events unconnected with the Relevant Highway Works), within a reasonable time or, if sooner, within such time period as may be specified by TfL or in a statutory notice complete remedying the emergency or deflection; and/or
- (d) in its absolute discretion require the Developer and/or any building contractor to carry out such actions as TfL may require (including as to the suspension cessation acceleration or modification of any works and the implementation of any additional measures) in order to avert or alleviate the risks arising from that deflection or to which that state of emergency relates and/or the consequences of such emergency and to remedy the deflection or halt any further deflection.

4.3 If the Developer does not comply with the above TfL may in its absolute discretion:

- (a) enter upon such part of the site of the Relevant Highway Works as may be necessary and carry out any works or do anything else which may be needed to remedy the situation referred to above (as the case may be) (and in the case of an emergency to avert or alleviate the risks to which that state of emergency relates and/or the consequences of such emergency); and/or
- (b) in the case of emergency (whether arising due to an alleged breach of the TfL Works Agreement or otherwise) TfL may exercise the above rights regardless of the fact that the Developer may not be in breach of any obligation under the TfL Works Agreement.

4.4 Any costs properly incurred by TfL by reason of a breach of obligations by the Developer under the TfL Works Agreement or as a result of an event caused by the Relevant Highway Works in respect of which the provisions of this paragraph 4 apply then such costs will be a debt due from the Developer to TfL and payable within 28 days of demand and shall bear interest from the date on which such costs were demanded until payment is made and/or TfL shall be entitled to draw down monies under the bond.

5. **Insurance**

5.1 Provisions regarding insurance such that the following insurances are procured prior to the Commencement of the Relevant Highway Works, with such insurance to be taken out with from well-established insurance providers or underwriters at the cost of each respective party listed in below:

5.2 The Developer shall maintain public liability insurance with a coverage amount of £50 million per event or series of events arising out of one incident (unless otherwise agreed with TfL) until completion of the Relevant Highway Works and expiry of the defects liability period (extended to include non-negligence cover) such insurance to cover liability of those engaged by the Developer in relation to the project including the building contractor Project Team Members and all subcontractors.

- 5.3 The building contractor shall maintain contractors all risks insurance to cover the cost of the works and of their rebuilding or reinstatement, the removal of debris from and making safe the site, where works on or adjacent to TfL land are damaged or destroyed by an insured peril maintained until the completion of the Relevant Highway Works comprised in the Development.
- 5.4 The building contractor, Project Team Members and Principal Subcontractors shall maintain:
- (a) professional indemnity insurance with a coverage amount of not less than £5 million per event (and as otherwise agreed with TfL acting reasonably) until twelve (12) years after completion of the Relevant Highway Works comprised in the Development. Provided such professional indemnity insurance is generally available in the market to the Developer and/or the consultant contractor or sub-contractor's profession or trade at 'commercially reasonable rates and terms'. Payment of any increased or additional premiums required by insurers by reason of the Developer and/or the relevant contractor, sub-contractor or consultant's own claims record or other acts, omissions, or things particular to the relevant party will be deemed to be within 'commercially reasonable rates and terms' and shall not be reason for such professional indemnity insurance not to be put in place. If such professional indemnity insurance is not available at 'commercially reasonable rates and terms', the Developer shall advise TfL and the parties shall meet and agree alternative arrangements for professional indemnity insurance in order to manage the exposure.
 - (b) employer's liability insurance in an amount of not less than not less than £5 million per event.
- 5.5 As and when it is reasonably requested to do so by TfL, the Developer shall provide documentary evidence to TfL that such insurances are being maintained and that payment has been made in respect of all premiums due under such policies. If the Developer fails to provide such evidence TfL shall be entitled to procure such insurances at its own cost to the Developer.
- 5.6 No Relevant Highway Works shall Commence until the insurances required under this section 5 are in place.
- 5.7 TfL shall maintain its absolute discretion regarding alternative arrangements.

6. **Building Contract and Warranties**

- 6.1 The building contract submitted for approval of TfL in accordance with paragraph 1.1(d):
- (a) shall require the building contractor to provide a collateral warranty in favour of TfL;
 - (b) shall require the building contractor to procure collateral warranties in favour of TfL from each principal sub-contractor;
 - (c) the building contract shall not contain a financial cap on the liability of the building contractor unless it has been agreed with TfL;
 - (d) entitle TfL to issue instructions to the building contractor where TfL has a material concern either in relation to cessation of works, or in relation to the carrying on of works, where necessary in order to not adversely affect the safety, integrity or operation of TfL Assets or the safety of those using those assets.

- 6.2 The Developer shall procure that the building contract shall include terms similar in effect to the following:
- (a) the building contractor shall perform its obligations in relation to the project in a manner consistent with the Developer's Approval in Principle Documents and the TfL Works Agreement;
 - (b) the building contractor has exercised and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent contractor who is experienced in carrying out work of a similar scope, nature and size as the Relevant Highway Works;
 - (c) the building contractor shall not recommend or select for use in or incorporate into the Relevant Highway Works any deleterious materials;
 - (d) all workmanship shall be of the standards described (if described);
 - (e) the Relevant Highway Works will be carried out in a proper and workmanlike manner in accordance with good industry practice and, when completed, will comply with all applicable statutory requirements;
 - (f) an obligation on to maintain professional indemnity cover in relation to its respective obligations and services in respect of the Relevant Highway Works in a sum which the Developer (with TfL's agreement (not to be unreasonably withheld or delayed)) considers appropriate for each and every claim or series of claims arising out of one event and which complies with the Developer's obligations under the TfL Works Agreement.
 - (g) the materials and goods to be used in the Relevant Highway Works will be of satisfactory quality and suitable for the purpose intended; and
 - (h) a limitation period of no less than twelve (12) years following practical completion.

- 6.3 The Developer shall procure that the Project Team Member appointments shall include terms similar in effect to the following:
- (a) the Project Team Member has exercised and will continue to exercise all the reasonable skill, care and diligence to be expected of a competent professional who is experienced in carrying out work of a similar scope, nature and size as the Relevant Highway Works;
 - (b) for each Project Team Member responsible for recommending or selecting materials the relevant Project Team Member shall not recommend or select for use in or incorporate into the Relevant Highway Works any deleterious materials;
 - (c) a limitation period of no less than twelve (12) years following practical completion; and
 - (d) an obligation on to maintain professional indemnity cover in relation to its respective obligations and services in respect of the Relevant Highway Works in a sum which the Developer (with TfL's agreement (not to be unreasonably withheld or delayed)) considers appropriate for each and every claim or series of claims arising out of one event and which complies with the Developer's obligations under the TfL Works Agreement.

- 6.4 The Developer shall procure that the collateral warranties shall include terms similar in effect to the following:

- (a) the imposition upon the relevant Project Team Member of obligations in respect of its services that are no less onerous than the obligations imposed on it by the Developer under the relevant contract or appointment;
- (b) no financial cap on the liability of the relevant Project Team Member which applies solely to its liability to TfL nor any financial cap on liability in any other circumstances unless agreed by TfL;
- (c) a limitation period of no less than 12 years following practical completion;
- (d) the grant to TfL of an irrevocable royalty-free and non-exclusive licence or licences to use any designs or intellectual property rights in respect of the relevant Project Team Member's services;
- (e) the collateral warranty is assignable at least twice; and
- (f) the Developer shall procure that each collateral warranty shall be effective immediately upon execution of the relevant contract or appointment without any further steps being required, shall not be capable of amendment without the written consent of TfL and shall survive any termination of the relevant contract or appointment.

7. Deed of Covenant and Restriction

- 7.1 Save for a Permitted Disposition, in the event that the Developer should sell its freehold interest in any part of the site on which the Development is carried out the Developer must procure that the new Developer of the site (or any part thereof) on which the Development is carried out delivers to TfL a deed of covenant in a form to be appended which is unconditionally released to TfL.
- 7.2 The Developer must apply to the Land Registry to register a restriction against the title to the property on which the Development is carried out stating that no disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the relevant provisions of the TfL Works Agreement dated [xxx] have been complied with or that they do not apply to the disposition.

8. Costs

- 8.1 The intention is that TfL is to be fully reimbursed for all proper costs it incurs in relation to the Relevant Highway Works and references to costs in the preceding sections is not intended to alter that position.
- 8.2 On the date of a TfL Works Agreement, the Developer will reimburse the reasonable professional fees (including legal fees) of TfL properly incurred in the drafting, negotiation and completion of the agreement.
- 8.3 The Developer will otherwise reimburse TfL in respect of all proper costs incurred by TfL pursuant to the TfL Works Agreement (whether incurred before or after the date of the TfL Works Agreement) including (without limitation):
- (a) relating to TfL's exercise of its rights and compliance with its obligations under the TfL Works Agreement including review and comment on the Developer's Approval in Principle Documents and the Outline Method Statements and relating to the selection and appointment of contractors and consultants;

- (b) relating to any steps taken by TfL which TfL may properly consider necessary as a result of the Relevant Highway Works for the safety or protection of the TfL Assets and the approach roads to the A12 during the carrying out of the Relevant Highway Works;
- (c) relating to the provision of access for the Developer or its contractor, sub-contractors and consultants to the TfL Assets for inspections, monitoring and surveys required in preparation for or following completion of the carrying out of the Relevant Highway Works and/or as a result of any interference with the normal operation of the TfL Assets caused by the carrying out of the Relevant Highway Works and/or in altering whether temporarily or permanently any apparatus equipment or works in the TfL Assets which may in the reasonable opinion of TfL be necessary by reason of the carrying out of the Relevant Highway Works; and
- (d) in respect of any other costs and expenses properly incurred by TfL caused by or related to the Relevant Highway Works.

9. **Indemnity**

9.1 The Developer will be required to indemnify TfL from and against:

- (a) all proper claims for any fees charges fines penalties and other payments (of a penal nature or otherwise) whatsoever which may become payable to the local or public authority as a result of or in connection with the Relevant Highway Works;
- (b) all actions claims demands costs losses liabilities charges damages and expenses arising from any breach of the Developer's obligations contained in the TfL Works Agreement; and
- (c) all actions claims demands costs losses liabilities charges damages and expenses incurred by TfL as a result of the Relevant Highway Works including any arising from death or bodily injury to TfL's employees, agents or sub-contractors or to third parties or from loss or damage to property belonging to TfL or any third parties,

and provided that TfL shall advise the Developer in relation to any such matters and does not pay or settle any actions without prior notice to the Developer.

9.2 The Developer is to acknowledge that TfL has no liability for any claims actions costs or proceedings that may arise in respect of the carrying out of the Development by the Developer and the Developer has not relied on TfL for any approval of the carrying out of or design of the Development and the Developer fully indemnifies TfL against any such claims actions costs or proceedings that may arise as a result of TfL giving any consent or approval under the TfL Works Agreement.

10. **Other General Provisions**

10.1 The TfL Works Agreement will include general provisions to deal with the following:

- (a) procedures for the approval of submissions;
- (b) confidential information and transparency;
- (c) notices;
- (d) VAT;

- (e) escalation of differences;
- (f) termination;
- (g) good faith;
- (h) Contracts (Rights of Third Party) Act 1999;
- (i) non-waiver of rights;
- (j) illegality and severability; and
- (k) TfL's statutory duties.

Annex 2 to Schedule 9: Highway Works Schedule

Highway Works Schedule

Phase A

All areas are S278 highway works on the LBTH public highway (unless otherwise noted in brackets).

Aberfeldy Street Works

- Plot F
 - (LBTH S38) Construction of new carriageway and footways between Block F and 57 Aberfeldy Street to connect the junction of Ettrick Street/Aberfeldy Street with the existing section of Ettrick Street to the west.
 - Narrowing of carriageways, widening of footways and provision of a raised table at the junction of Aberfeldy Street/Ettrick Street.
 - Pedestrianisation of Aberfeldy Street between Dee Street and Ettrick Street, with access restricted to emergency vehicles and authorised Church event vehicles only.
 - Narrowing of carriageways, widening of footways and provision of raised tables at the junction of Aberfeldy Street/Dee St Street.
 - Relocation of TfL cycle hire hub from Aberfeldy Street to Dee Street.
 - Relocation of Aberfeldy Street northbound bus stop to Dee Street.
- Plot H1-H2 & H3
 - Narrowing of carriageways, widening of footways and amendments to street furniture on Aberfeldy Street.
 - Narrowing of carriageways, widening of footways and provision of a raised table at the junction of Aberfeldy Street/Blair Street.
 - Relocation of Aberfeldy Street southbound bus stop from between Ettrick Street and Dee Street to Aberfeldy Street between Dee Street and Blair Street.
 - Amendments to parking bays on the western side of Lansbury Gardens.
 - Relocation of bus stand from Dee Street to Blair Street between Ada Gardens and Wooster Gardens.

Block I Works

- Plot I
 - Provision of a raised table at the junction of Blair Street with the existing Blairgowrie Court access.
 - Resurfacing of the southern Blair Street footway adjacent to the new Block I frontage.
 - Relocation of parking bays and bus stop on Blair Street.

Lochnagar Street Works

- Plot J
 - Re-provision of carriageway and southern footway on Lochnagar Street along the new block J frontage (it is assumed the northern footway will be provided by the adjacent development).
 - Provision of a raised table at the junction of Lochnagar Street & Bromley Hall Road.
 - Resurfacing of the eastern footway of Bromley Hall Road adjacent to the new block J frontage.

Phase B

Where noted in brackets, areas are either S278 works on the LBTH public highway, S278 works on the TfL public highway, adoption of new S38 LBTH highway, adoption of new S38 TfL highway, or a combination of these.

- (LBTH S38 & S278 & TfL S38) Phase 1 - drawing T-129-A. Construction of Abbot Rd extension to new A12 junction whilst keeping all of the existing A12 off & on-slip lanes and underpass open.
- (LBTH S278 & TfL S278) Phase 2 – Area 1 - drawing T-130-B. Construction of new Abbot Rd A12 southbound off-slip lane & footway, A12 northbound bus gate, A12 southbound left turn (but not all of the new southbound on-slip lane due to proximity to the end of bridge deck/parapet wall) and construct the new traffic signals.
- (LBTH S278 & TfL S278) Phase 2 – Area 2 - drawing T-137-A. Kerbline adjustments to the junction of A12 northbound on-slip and junction of Zetland Street and removal of the existing traffic island, whilst keeping the A12 northbound on-slip open.
- (LBTH S38 & S278 & TfL S38 & S278) Phase 3 – Area 1 – drawing T-131-B. Opening of the new A12 southbound off-slip lane & A12 northbound bus gate, closing the underpass and the existing A12 southbound off-slip lane but keeping the existing A12 southbound on-slip lane open.
- (LBTH S278 & TfL S278) Phase 3 – Area 2 – drawing T-138-A. Opening of the left turn from A12 northbound into Zetland Street with traffic signal relocation completed. Closure of the A12 on-slip from the underpass, and commencement of the landscaping to tie in with the landscaping leading to Jollys Green in Phase 7.
- (LBTH S38 & TfL S278) Phase 4 – drawing T-132-A. Construction of the extension to the existing A12 underpass bridge deck.
- (TfL S38 & S278) Phase 5 – drawing T-133-A Complete construction of the new A12 southbound on-slip lane.
- (LBTH S278 & TfL S38 & TfL S278) Phase 6 – drawing T-134-A. Opening of the new A12 southbound on-slip lane, closing the old on-slip lane with completion of the footways across both the Abbot Road and A12 end, plus completion of the bus layby amendments.
- (LBTH S278 – unless public highway areas have already been Stopped Up) Phase 7 – drawing T-135-B Construction of the pedestrian/cycleway underpass, including the Jollys Green, Abbott Road and old northbound on-slip lane landscape works.
- (LBTH S278 – unless public highway areas have already been Stopped Up) Drawing T-136-B illustrates the completed A12 junction opening/closing works with the completed pedestrian/cycleway underpass, including the Jollys Green, Abbott Road and the old northbound on-slip lane landscape works.
- (LBTH S278 & TfL S278) Drawing T-139-A illustrates the completed left turn from A12 northbound into Zetland Street with traffic signal relocation completed and the A12 on-slip from the underpass closed.
- (LBTH S278) Abbott Road Improvement works – drawing nos. 4606-1100-T-140-A & 4606-1100-T-141-A
 - Narrowing of Abbott Road carriageway and widening of footways from the junction with Darnaway Place/Aberfeldy Street to the junction with Blair Street/Oban Street, with traffic calming features and improved pedestrian crossings.
 - Raised table at the junction of Abbott Road/Aberfeldy Street/Darnaway Place, including the extension of Aberfeldy Street for northbound traffic to exit onto Abbott Road.
 - Raised table and kerbline changes at the junction of Abbott Road/Leven Road.
 - Raised table and kerbline changes at the junction of Abbott Road/Etrick Street.
 - Raised table and kerbline changes at the junction of Abbott Road/Dee Street.

- Kerblines changes at the junction of Abbott Road/Benedi Road.
- Raised table and kerblines changes at the junction of Abbott Road/Oban Street/Blair Street.
- (LBTH S278) Leven Road Improvement works – drawing nos. 4606-1100-T-140-A & 4606-1100-T-141-A
 - Pedestrian crossing improvements on Leven Road adjacent to Leven Road Green.
 - New access junction from Leven Road into new private access road to the east of Block A1-2.
 - New access junction from Leven Road into new private access road to the west of Block A1-2.
 - Provision of Blue Badge and controlled parking bays on Leven Road adjacent to the northern frontage of Block A1-2
 - Resurfacing of the southern footway on Leven Road adjacent to the northern frontage of Block A1-2.

Phase C

Where noted in brackets, areas are either S278 works on the LBTH public highway, S278 works on the TfL public highway, adoption of new S38 LBTH highway, adoption of new S38 TfL highway, or a combination of these.

- (TfL S278) Construction of footway on the eastern side of A12 adjacent to new Block C5 and southwards along the A12 to the reconfigured Brunswick Road subway approach ramps/landscaped area and bus stop works.
- (TfL S278 & LBTH S278) Construction of reconfigured ramps, steps and landscaping on the approaches to the Brunswick Road subway on the eastern side of the A12. Note the existing configuration of the ramp and steps are all within TfL public highway, and the proposed reconfiguration has part of the ramp/steps/landscaping within the TfL public highway and part of the ramp/steps/landscaping within the LBTH public highway. Consequently, these areas may require a realignment of the respective highway boundaries to have the proposed ramp/steps/landscaping all within one highway authority for maintenance and operational purposes.
- (TfL S278) Improvements to landscaping on the eastern side of the A12 to the south of the reconfigured Brunswick Road subway approach ramps/landscaped area, to the existing landscaped area at the western end of Blair Street.
- (LBTH S38 & S278) Construction of the realigned Etrick Street carriageway, adjacent parking bays and footway from between the new Block F and Block D1-4, through between the new Block C1-4 and E1-3, and up to the realignment of Culloden Street adjacent to the western side of new Block E1-3. The highway works in this location include Stopping Up of the existing redundant section of Etrick Street.
- (LBTH S38 & S278) Construction of the realigned Culloden Street adjacent to the western side of new Block E1-3, tying into the western end of Dee Street, including amendments to the western footway of Culloden Street, tying into the reconfigured Brunswick Road Subway approach ramps/landscaped area.
- (LBTH S278) Narrowing of Dee Street carriageway, provision of parking bays and widening of footways from the western end of Dee Street, up to the Phase A boundary adjacent to the western extent of new Block F.

Phase D

All areas are S278 highway works on the LBTH public highway.

- Narrowing of Aberfeldy Street carriageway, provision of parking bays and widening of footways, including street furniture and landscaping, from the junction of Ettrick Street to the junction of Abbott Road.
- Conversion of this section of Aberfeldy Street to become one-way northbound traffic only.
- The highway works in this location include Stopping Up of the existing redundant section of Findhorn Street.
- Provision of footway adjacent to Block D1-4 adjacent to Highland Place.
- Provision of footway adjacent to Block adjacent to Ettrick Street.

All phases to include:

- improvement to accessibility along all footways to include tactile crossing at all junctions, removal of redundant vehicular crossovers and all new crossovers to be built to a pedestrian friendly design.
- any proposed 'shared' surfaces should include a demarcation between pedestrian areas and carriageway used by vehicles in the form of a 60mm kerb upstand. This is to aid visually impaired users.
- such other works as the TfL and the Council shall consider necessary following submission and approval of each Road Safety Audit

Annex 3 to Schedule 9: Cycle Hire Docking Station Lease Heads of Terms

SUBJECT TO CONTRACT

1. **Lease** The Landlord is to lease the Property to the Tenant for the Term. The Tenant will pay Basic Rent and not be the subject of any service, management or maintenance charge. The lease will be granted together with the Rights; and subject to the Reservations.
2. **Property** The land forming the area of the Site Works to be used for the placing of the Equipment, to be shown edged red on a plan. This will form part of the Landlord's Property.
3. **Landlord's Property** [] [shown edged blue on the attached plan].
4. **Landlord's Title Number** []
5. **Rights** The Tenant will have the necessary rights reasonably required to carry out the Site Works and to use the Property for the Permitted Use including for the purposes of operation, servicing, maintenance of the Equipment.

The Tenant will also have a right of access to and from the Property (on foot and/or with bicycles and/or with vehicles) through the Common Parts (but no so as to hinder the Landlord's development of the Landlord's Property).
6. **Reservations** Landlord has the right to use and carry out works to the Landlord's Property and to access the Property (upon reasonable notice to the Tenant) to inspect the Property or remedy any breach of the lease by the Tenant.

Rights of light, air, support, protection and shelter for the Landlord's Property are also reserved for the benefit of the Landlord.
7. **Common Parts** Parts of the Landlord's Property provided or created for the common use of tenants or occupiers of the Landlord's property (such as access roads and landscaping areas which may be used in connection with the Equipment) as designated by the Landlord from time to time.
8. **Landlord** []
9. **Tenant** **Transport for London** of 5 Endeavour Square, London E20 1JN ("**TfL**")
10. **Basic Rent** A peppercorn (if demanded).
11. **Term** A term of 125 years, calculated from (and including) the date of the lease.
12. **Equipment** Bicycle docking points and associated electrical and engineering apparatus and payment equipment.
13. **Site Works** Works carried out (or procured) by the Tenant to install and maintain the Equipment at the Property, to be carried out in accordance with a standard programme of works that has been approved by the Landlord

(such approval not to be unreasonably withheld or delayed) and otherwise in accordance with the Landlord's reasonable and proper requirements having regard to the surrounding development of the Landlord's Property.

14. **Permitted Use** Tenant implementation of the Site Works and use of the Equipment by subscribers to the TfL Cycle Hire Scheme.
15. **Repair and Decoration** The Tenant is to keep the Property and Equipment in good and substantial repair and condition clean and tidy and free from graffiti and to reinstate at the end of the Term (howsoever determined).
16. **Alterations by Tenant** Landlord's consent is needed for structural alterations, additions or improvements to the Property and must be carried out in accordance with all applicable statutory requirement and to the reasonable satisfaction of the Landlord given by way of licence where required by the Landlord and in accordance with all statutory requirements.
17. **Subletting and assigning the lease** These acts are prohibited. Please note that the scheme contractor (appointed by the Tenant to run the TfL Cycle Hire Scheme) will be permitted as licensee only to access the Property and use the rights granted under the lease.
18. **Option for further lease** The Tenant has an option to take a lease for a further term of 125 years starting the day after the end of the Term (and subject to the Tenant yielding up and reinstating the Property to its original state and condition by the date of termination of the Lease).
19. **Break clause** There is a right for the Tenant to terminate the lease in the event that the TfL Cycle Hire Scheme ends, by providing the Landlord with 3 months' notice.
20. **Re-entry by Landlord** Landlord has the right to forfeit the Lease where the Tenant is in material breach of any of its covenants in the lease (subject to notice being given, and a reasonable period for remedy being specified where the breach is capable of being remedied).
21. **Indemnities**

The Tenant is to indemnify the Landlord for all costs etc. incurred as a result of its use of the Property for the Permitted Use, except where the Landlord is responsible.

The Landlord is to indemnify the Tenant for environmental liabilities incurred/imposed prior to the date of the lease and the Tenant is to indemnify the Landlord for environmental liabilities incurred/imposed after the date of the lease arising from use of the Property for the Permitted Use.
21. **Right to Relocate** Provided that the Landlord gives the Tenant six months' notice of such termination the Landlord has the ability to terminate the Lease and to demise to the Tenant a lease of a suitable alternative site within the Landlord's Property (such site to be determined by the agreement of the Landlord and the Tenant) at no cost to the Tenant (and for the avoidance of doubt the Tenant will not be responsible for any relocation costs) on the same terms as the Lease save that the term of the new lease will be for a term that is identical to the remainder of the term of the Lease

22. **Landlord and Tenant Act 1954** The lease will be excluded from protection under the Landlord and Tenant Act 1954.

23. **Landlord's solicitors** [●]

Address:

Contact name:

E-mail:

24. **Tenant's solicitors** [●]

Address:

Contact name:

E-mail:

Schedule 10

Public realm, Open Space and Play Space

1. Definitions

In this Schedule 10 the following expressions shall have the following meanings:

Allotment Strategy means the strategy in respect of the works to, operation, management, maintenance and retention of the Allotments which shall contain (but not be limited to) the following details:

- (a) proposed enhancement works to the Allotments, including the layout, specification, materials used, boundary treatment, any seating and other furniture, litter bins and lighting;
- (b) proposed timing for the enhancement works to the Allotments;
- (c) ongoing liability and responsibility for management and maintenance of the Allotments, including any contractual arrangements, at no cost to the Council;
- (d) proposed operation of the Allotments, including arrangements for allocating allotments to residents and access;
- (e) maintenance of the Allotments (including frequency of maintenance, management body responsible for maintenance and repair and renewal arrangements) at no cost to the Council;
- (f) safety and security; and
- (g) how the Allotments will support food growing in the community in line with London Plan Policy G8;

Allotments means the existing allotments in Phase A shown edged blue on Plan 16;

Braithwaite Open Space means the following enhancements to the Braithwaite Park open space shown edged yellow on Plan 15:

- (a) the provision of drinking fountains;
- (b) provision of neighbourhood garden square with enhanced play, picnic, relaxation and socialising spaces;
- (c) sensory garden environment of new flowers and improved habitats;
- (d) provision of a significant children's play area within the south west corner; and
- (e) enhanced amenity lawn areas with new tree planting;

Jolly's Green Open Space means the following enhancements to the Jolly's Green open space shown edged purple on Plan 15:

- (a) provision of dedicated cycle routes;
- (b) provision of a connection to Highlands Place;
- (c) addition of an exercise trail;

- (d) provision of a wild flower meadow increasing ecological diversity; and
- (e) addition of playable landscaping;

Leven Road Open Space means the following enhancements to the Leven Road Green open space shown edged orange on Plan 15:

- (a) provision of drinking fountains;
- (b) resurfacing existing MUGA;
- (c) provision of urban games and outdoor activity equipment;
- (d) provision of fitness equipment within two gym areas at the north and south ends;
- (e) provision of a 200m walking/running/scooter track;
- (f) inclusion of dedicated play pieces within the track, including climbing walls, parkour equipment and scootering/rollerblading spaces;
- (g) addition of a wildflower meadow to the eastern end; and
- (h) enhanced tree planting;

Meanwhile and Community Use Strategy means the strategy detailing the meanwhile and community uses to be carried out during each Construction Phase which shall include (but not be limited to) details of how the following may be provided:

- (a) safe cycling and walking routes;
- (b) play and activity spaces;
- (c) spaces and opportunities for healthy eating and meeting, such as pop-up markets;
- (d) community gardens and/or mobile gardens; and
- (e) pop-up cinemas and events,

and which shall have a particular focus on the needs of children, older people, people with disabilities, people from ethnic minority groups, minority faith groups, LGBTQ+ persons, pregnant people and parents or carers accompanied by young children;

Millennium Green Open Space means the following enhancements to the Millenium Green open space shown edged red on Plan 15:

- (a) provision of event space with planters and games tables;
- (b) wildflower meadow planting wrapping along Etrick Street;
- (c) play on the way nature trail for children; and
- (d) enhanced existing tree planting;

Open Space means together the Phase A Open Space and the Phase B Open Space;

Outline Play Space means no less than 7,600 sqm of dedicated play spaces and playable landscapes to be provided within the Outline Element in the areas shown on Plan 17 and more particularly identified in each relevant Outline Play Space Strategy

which FOR THE AVOIDANCE OF DOUBT shall exclude any play provision proposed in the Open Space;

Outline Play Space Strategy means a strategy setting out for each Reserved Matters Area details in relation to:

- (a) the location and layout of the Play Space;
- (b) the type(s) of Play Space to be provided;
- (c) the specification of the Play Space, including soft and hard landscaping areas, fencing/boundary treatments, access points, litter bins, cycle parking, seats and other furniture;
- (d) whether the Play Space will replace the Temporary Play Space (where applicable);
- (e) proposed timings for delivery of the Play Space;
- (f) details of access arrangements to ensure that free access to the Play Space is provided to all Occupiers (regardless of the part of the Development in which they reside or the tenure of Residential Unit which they Occupy); and
- (g) details as to how the Play Space will be managed and maintained (including frequency of the maintenance, management body responsible for maintenance and repair and renewal arrangements),

as may be updated from time to time with the approval of the Council in writing;

Phase A Open Space means together enhancements to the Braithwaite Open Space and the Leven Road Open Space;

Phase A Open Space Strategy means a specification and delivery programme for the provision of the Phase A Open Space which shall include (but not be limited to) the following details:

- (a) details of the Phase A Open Space;
- (b) the layout of the Phase A Open Space, including access, boundary treatment and any pedestrian and bicycle routes;
- (c) details of drinking fountains, lighting, litter bins, cycle parking, seats and other furniture;
- (d) hard and soft landscaping areas;
- (e) details of trees and other planting; and
- (f) the proposed timing of delivery of the Phase A Open Space,

as may be updated from time to time with the approval of the Council in writing;

Phase A Play Space means no less than 1,269 sqm (one thousand two hundred and sixty-nine square metres) of dedicated children's play space within Phase A (which shall include the Temporary Play Space) as shown on Plan 17;

Phase A Play Space Strategy means a strategy in respect of Phase A of the Development setting out details in relation to:

- (a) the location and layout of the Phase A Play Space and the Temporary Play Space;
- (b) the type(s) of Phase A Play Space to be provided;
- (c) the specification of Phase A Play Space to be provided;
- (d) proposed timings for delivery of the Phase A Play Space;
- (e) details of access arrangements to ensure that free access to the Phase A Play Space is provided to all Occupiers (regardless of the part of the Development in which they reside or the tenure of Residential Unit which they Occupy); and
- (f) details as to the Temporary Play Space including the amount of Temporary Play Space and expected duration of provision,

as may be updated from time to time with the approval of the Council in writing;

Phase B Open Space means together enhancements to the Jolly's Green Open Space and the Millennium Green Open Space;

Phase B Open Space Strategy means a specification and delivery programme for the provision of the Phase B Open Space which shall include (but not be limited to) the following details:

- (a) details of the Phase B Open Space;
- (b) the layout of the Phase B Open Space, including access, boundary treatment and any pedestrian and bicycle routes;
- (c) details of drinking fountains, lighting, litter bins, cycle parking, seats and other furniture;
- (d) hard and soft landscaping areas;
- (e) details of trees and other planting; and
- (f) the proposed timing of delivery of the Phase B Open Space,

as may be updated from time to time with the approval of the Council in writing;

Play Space means the Phase A Play Space and/or the Outline Play Space (as the context requires);

Project Team means the team of entities and organisations responsible for the delivery of (or contributing to the delivery of) the Open Space which shall include, but not be limited to, the GLA, Council and Developer;

Public Realm means the areas of public realm to be provided on the Application Site as shown on Plan 18 for the purposes of public use and recreation including (but not limited to) the Town Square, new streets and spaces;

Public Realm, Open Space and Play Space Management Plan means a written strategy in respect of a Phase for the ongoing long-term management of:

- (a) the Public Realm and Play Space in that Phase; and
- (b) any Open Space to be delivered in that Phase,

that shall include details of (but shall not be limited to):

- (i) access to the Public Realm, Open Space and Play Space;
- (ii) cleaning of the Public Realm, Open Space and Play Space;
- (iii) maintenance of the Public Realm, Open Space and Play Space (including frequency of the maintenance, management body responsible for maintenance and repair and renewal arrangements);
- (iv) lighting;
- (v) safety and security;
- (vi) rules and regulation for the Public Realm, Open Space and Play Space;
- (vii) how the requirements of Public London Charter are being met; and
- (viii) ongoing liability and responsibility for management and maintenance of the Public Realm, Open Space and Play Space contractual arrangements for the long-term management and maintenance of the Public Realm, Open Space and Play Space for the lifetime of the Development irrespective of land ownership changes,

and any replacement or amendment to such plan as may be approved in writing by the Council from time to time;

Public Realm Specification means the specification for the Public Realm within a Phase showing:

- (a) the Public Realm to be delivered within that Phase;
- (b) the layout of the Public Realm, including access, boundary treatment and any pedestrian and bicycle routes;
- (c) details of lighting, litter bins, cycle parking, seats and other furniture;
- (d) hard and soft landscaping areas;
- (e) details of trees and other planting;
- (f) the proposed timing of delivery of the Public Realm,

as may be updated from time to time with the approval of the Council in writing;

Temporary Play Space means no less than 324 sqm (three hundred and twenty four square metres) of dedicated children's play space as shown on Plan 17 which shall form part of the Phase A Play Space and be provided on a temporary basis; and

Town Square means the town square to be provided within the Development as shown on Plan 18.

Part 1 : Public Realm

2. Public Realm Specification

2.1 The Developer shall:

- (a) submit the Public Realm Specification for Phase A prior to Commencement of Phase A;
- (b) not Commence or permit Commencement of Development within Phase A until the Public Realm Specification for Phase A has been approved in writing by the Council (the **Phase A Approved Public Realm Specification**);
- (c) submit the Public Realm Specification for each Outline Phase to the Council for approval with the submission of the first Reserved Matters Application for that Phase;
- (d) not Commence or permit Commencement of Development within an Outline Phase until the Public Realm Specification has been approved in writing by the Council (the **Approved Public Realm Specification**); and
- (e) implement and procure compliance with the Phase A Approved Public Realm Specification and each Approved Public Realm Specification (as appropriate) for the lifetime of the Development.

3. Public Realm Delivery

3.1 The Developer shall:

- (a) Practically Complete, and make accessible and ready for beneficial use, the Public Realm in Phase A in accordance with the Phase A Approved Public Realm Specification and the Public Realm in each Outline Phase in accordance with the relevant Approved Public Realm Specification prior to first Occupation of the relevant Phase;
- (b) not first Occupy or permit first Occupation of Phase A or each Outline Phase until the Public Realm to be provided for that Phase has been:
 - (i) Practically Completed in accordance with the Phase A Approved Public Realm Specification or Approved Public Realm Specification (as appropriate); and
 - (ii) brought into beneficial use and made accessible to members of the public on foot, by bicycle and by mobility scooter.

4. Public Realm, Open Space And Play Space Management Plan

4.1 The Developer shall:

- (a) submit the Public Realm, Open Space and Play Space Management Plan for each Phase to the Council for approval prior to first Occupation of the relevant Phase;
- (b) not first Occupy or permit first Occupation of a Phase until the Public Realm, Open Space and Play Space Management Plan for that Phase has been approved in writing by the Council (the "**Approved Public Realm, Open Space and Play Space Management Plan**"); and

- (c) implement and procure compliance with all Approved Public Realm, Open Space and Play Space Management Plans for the lifetime of the Development unless otherwise agreed with the Council in writing.

5. Public access

5.1 Subject to paragraph 5.2 below, the Developer shall from the date that each part of the Public Realm is brought into use in accordance with paragraph 3.1(b)(ii) above:

- (a) ensure that the Public Realm remains available for public access and use for the duration of the beneficial use of the Development; and
- (b) ensure that the Public Realm shall be accessible to the public 24 hours' a day every day throughout any given year at all times and that from the day it has been brought into beneficial use the public shall be permitted continuous, unrestricted access to pass and re-pass free of charge on foot and pedal cycle.

5.2 Save as otherwise agreed with the Council in writing, the Public Realm (or any part thereof) may be temporarily closed to the public or individual members of the public (as appropriate) subject to the prior written approval of the Council (save in an emergency) if and to the extent that:

- (a) occasional temporary closure (not exceeding one day's length at any time and once in any calendar year) is necessary to assert rights or proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;
- (b) works of maintenance, repair, cleaning, renewal or resurfacing of the Public Realm are required;
- (c) in the view of the Developer acting by its employees or agents acting reasonably there is a risk to public health and safety;
- (d) closure is necessary because of the lawful requirements of the police or any other competent authority; or
- (e) the Council and the Developer agree that the temporary closure is appropriate for some other proper reason; and

PROVIDED ALWAYS THAT:

- (i) the Public Realm (or the relevant part thereof, as applicable) shall be re-opened as soon as reasonably practicable thereafter in accordance with the programme and timescales previously approved by the Council and will be notified promptly to the Council in writing;
- (ii) in the case of closures of the Public Realm pursuant to paragraphs 5.2(a), (b) and (e) not all Public Realm shall be permitted to be closed at the same time.

5.3 Subject to paragraph 5.1 above, the Developer shall be permitted to make reasonable rules and regulations with regard to the conduct of persons using the Public Realm to the extent provided for in the Approved Public Realm, Open Space and Play Space Management Plan.

Part 2 : Open Space

6. Project Team

- 6.1 The Developer shall as soon as reasonably practicable following the date of this agreement establish the Project Team responsible for the delivery of the Open Space.
- 6.2 The Developer shall consult the Project Team prior to the submission of the Phase A Open Space Strategy or the Phase B Open Space Strategy and shall take into consideration reasonable comments from the Project Team in preparation of the same.
- 6.3 The Developer, GLA and Council shall, from the date of this agreement, work and cooperate with the Project Team in carrying out the obligations in this Schedule and to carry out any further required consultation in respect of the Phase B Open Space and to develop a detailed design for the Phase B Open Space.

7. Phase A Open Space

- 7.1 The Developer shall:
- (a) prepare and submit (having first consulted with the Project Team) the Phase A Open Space Strategy to the Council for approval prior to Commencement of Phase A;
 - (b) not Commence or permit Commencement of Phase A until the Phase A Open Space Strategy has been approved in writing by the Council (the **Approved Phase A Open Space Strategy**);
 - (c) not amend or alter the Approved Phase A Open Space Strategy without the prior written approval of the Council;
 - (d) implement and procure compliance with the Approved Phase A Open Space Strategy;
 - (e) deliver the Phase A Open Space and make it available for public use in accordance with the Approved Phase A Open Space Strategy prior to Occupation of Phase A and not Occupy or permit the Occupation of Phase A unless it has provided the Phase A Open Space and made it available for public use; and
 - (f) maintain the Phase A Open Space in accordance with the Approved Phase A Open Space Strategy for the lifetime of the Development.

8. Phase B Open Space

- 8.1 The Developer shall:
- (a) at its own cost prepare and submit (having first consulted with the Project Team) the Phase B Open Space Strategy to the Council for approval with the first Reserved Matters Application for Phase B;
 - (b) not Commence or permit Commencement of Phase B until the Phase B Open Space Strategy has been approved in writing by the Council (the **Approved Phase B Open Space Strategy**);
 - (c) not amend or alter the Approved Phase B Open Space Strategy without the prior written approval of the Council;

- (d) implement and procure compliance with the Approved Phase B Open Space Strategy;
- (e) deliver the Phase B Open Space and make it available for public use in accordance with the Approved Phase B Open Space Strategy prior to Occupation of Phase B and not Occupy or permit the Occupation of Phase B unless it has provided the Phase B Open Space and made it available for public use; and
- (f) maintain the Phase B Open Space in accordance with the Approved Phase B Open Space Strategy.

Part 3 : Play Space

9. Phase A

9.1 The Developer covenants:

- (a) to submit the Phase A Play Space Strategy to the Council for written approval prior to Commencement of Phase A;
- (b) not to Commence or permit Commencement of Development of Phase A until the Phase A Play Space Strategy has been submitted to and approved in writing by the Council;
- (c) to provide and make ready for free public use the Phase A Play Space in accordance with the approved Phase A Play Space Strategy and in any event prior to Occupation of any Residential Units in Phase A for the lifetime of the Development (SAVE FOR the Temporary Play Space which the Developer may close in accordance with this Schedule 10);
- (d) not to first Occupy or permit first Occupation of any Residential Units in Phase A until the Phase A Play Space has been provided and made ready for public use in accordance with the approved Phase A Play Space Strategy;
- (e) not to close the Temporary Play Space or permit closure of the Temporary Play Space until equivalent replacement Play Space (as identified in an approved Phase A Play Space Strategy) has been delivered elsewhere at the Development in accordance with an approved Phase A Play Space Strategy and is open for use by the public; and
- (f) to comply with the Phase A Play Space Strategy for the lifetime of the Development.

10. Outline development

10.1 The Developer covenants:

- (a) for any Reserved Matters Area which includes Residential Units, to submit an Outline Play Space Strategy for the relevant Reserved Matters Area to the Council for approval with the submission of the relevant Reserved Matters Application;
- (b) to provide and make ready for free public use the Play Space in each Reserved Matters Area in accordance with the approved Outline Play Space Strategy for that Reserved Matters Area and in any event prior to Occupation of any Residential Units in the relevant Reserved Matters Area for the lifetime of the Development;
- (c) not to first Occupy or permit first Occupation of any Residential Units in a relevant Reserved Matters Area until the Play Space for that Reserved Matters Area has been provided and made ready for free public use in accordance with the approved Outline Play Space Strategy for that Reserved Matters Area; and
- (d) to comply with all approved Outline Play Space Strategies for the lifetime of the Development.

11. Closure of play space

11.1 Subject to paragraph 11.2, the Developer covenants to ensure that the Phase A Play Space and the Play Space is kept open for free access by the public in accordance with the approved Phase A Play Space Strategy or the relevant Outline Play Space Strategy for the lifetime of the Development PROVIDED THAT the Phase A Play Space or the Play Space may be temporarily closed or access restricted or prevented for:

- (a) works of maintenance, repair, cleaning, renewal or resurfacing of the Public Realm are required;
- (b) in the view of the Developer acting by its employees or agents acting reasonably there is a risk to public health and safety;
- (c) closure is necessary because of the lawful requirements of the police or any other competent authority;
- (d) for any other reasonable and sufficient cause and for such reasonable period as may be set out in the approved Phase A Play Space Strategy or Outline Play Space Strategy (as applicable) or otherwise agreed in writing by the Council,

PROVIDED THAT:

- (i) the Developer shall seek to ensure that any such closure (in whole or in part) pursuant to this paragraph 11 shall be kept to a minimum so far as is reasonably practicable and re-open the Phase A Play Space or Play Space within 5 Working Days of the Council or GLA's reasonable request; and
- (ii) in the case of closures of the Phase A Play Space or the Play Space pursuant to paragraphs 11.1(a) and (d) not all of the Phase A Play Space or Play Space shall be permitted to be closed at the same time.

11.2 The Developer may close the Temporary Play Space in accordance with the provisions of paragraphs 9.1(e) and 11.1 above.

Part 4 : Social Infrastructure

12. Allotments

12.1 The Developer shall not:

- (a) Commence Phase A unless and until it has submitted the Allotment Strategy to the Council for approval and the Council has approved the Allotment Strategy in writing; nor
- (b) Occupy Phase A unless and until it has:
 - (i) completed the enhancement works to the Allotments in accordance with the approved Allotment Strategy; and
 - (ii) made the Allotments available for use by the local community in accordance with the Allotment Strategy.

12.2 The Developer shall comply with the Allotment Strategy for the lifetime of the Development.

13. Meanwhile and Community Uses

13.1 The Development shall not Commence a Phase unless and until it has submitted the Meanwhile and Community Use Strategy for that Phase to the Council for approval and the Council have approved the Meanwhile and Community Use Strategy in writing.

13.2 The Developer shall comply with each approved Meanwhile and Community Use Strategy (as may be amended with the agreement of the Council) for the duration of the relevant Construction Phase.

Schedule 11

Faith centre

1. Definitions

In this Schedule 11 the following expressions shall have the following meanings:

Faith Centre means the existing Aberfeldy Islamic Cultural Centre as shown on Plan 19;

Faith Centre Re-Provision Programme means a plan and programme which shall demonstrate how the Replacement Faith Centre will be provided to the satisfaction of the Council which shall include (but not be limited to) details of:

- (a) location, design, specification and layout of the Replacement Faith Centre;
- (b) consultations with Aberfeldy Islamic Cultural Centre and how these have influenced the proposed design of the Replacement Faith Centre; and
- (c) timetable for delivery; and

Replacement Faith Centre means faith provision within the Application Site to replace the Faith Centre as shown on Plan 19.

2. Replacement faith centre

2.1 Prior to the closure of the Faith Centre and the demolition of any building within Plot H3 in Phase A of the Development the Developer shall:

- (a) submit the Faith Centre Re-Provision Programme to the Council; and
- (b) deliver the Replacement Faith Centre.

2.2 The Developer shall not demolish or permit to be demolished any building within Plot H3 in Phase A or close or permit the closure of the Faith Centre unless and until:

- (a) it has submitted Faith Centre Re-Provision Programme to the Council for approval and the Council has approved such programme in writing;
- (b) the Replacement Faith Centre has been delivered in accordance with the Faith Centre Re-Provision Programme as approved by the Council and is available for Occupation;
- (c) it has granted a lease of the Replacement Faith Centre to the Aberfeldy Islamic Cultural Centre, or such other faith organisation as approved by the Council on the terms set out at paragraph 2.3 below.

2.3 A lease of the Replacement Faith Centre shall be granted on the following terms (unless otherwise agreed by the Council):

- (a) fit out to such level as may be agreed as part of the lease terms with an occupier of the Replacement Faith Centre;
- (b) lease to be within the Landlord and Tenant Act 1954 save for any exclusions expressly agreed as part of the lease;
- (c) area of no less than 322 sqm;

- (d) fair and reasonable service charge;
- (e) minimum term of 20 years with an option to renew for a further 20 years subject to conditions; and
- (f) market rent.

Schedule 12

Post Occupancy Survey

1. **Definitions**

In this Schedule 12 the following expression shall have the following meaning:

Resident's Survey means a survey to be sent via hard copy leaflet and email to all Occupiers of the Residential Units at the time of the Resident's Survey which shall seek views on the Developer's proposals for the relevant Reserved Matters Application.

2. **Post Occupancy Survey**

2.1 The Developer shall not submit a Reserved Matters Application unless and until it has commissioned and carried out a Resident's Survey.

2.2 The Developer shall:

- (a) take the responses received pursuant to the Resident's Survey into account in the design of the relevant Reserved Matters Application;
- (b) submit the results of the Resident's Survey to the Council as part of the relevant Reserved Matters Application; and
- (c) in the Reserved Matters Application identify how design was informed by the results of the Resident's Survey.

Schedule 13

Architect Retention

1. Definitions

1.1 In this Schedule 13 the following expressions shall have the following meanings:

Architect means the architect Levitt Bernstein Associates Limited or such replacement architect as approved by the Council or an expert pursuant to this agreement;

Design Certificate means a certificate by the Design Certifier certifying compliance of that Reserved Matters Application with the Design Code or identifying the extent of any non-compliance;

Design Certifier means an architectural practice with appropriate expertise in the nature of the design and delivery of the Development so as to maintain the overriding objective of the design quality of the Development; and

Design Code means the document submitted as part of the Application titled "Design Code Revision D – November 2023";

2. Architect Retention

2.1 The Parties confirm and agree that for the proper delivery of the Development the original design vision for the Development will be delivered through to the construction of the Development and therefore the Developer covenants with the Council and GLA to ensure it will take all reasonable steps to deliver the nature and design of the Development as envisaged by the Application including using Reasonable Endeavours to retain the Architect as first preference architect to oversee the construction of the Development and to act as Design Certifier.

2.2 If prior to Commencement the Developer wishes to change or is required to replace the Architect as the Design Certifier for the Development, the Developer shall not Commence Development until it has:

- (a) submitted to the Council and obtained the Council's written approval to the identity of the replacement Design Certifier; and
- (b) provided a written undertaking to the satisfaction of the Council that such replacement will be retained by the Developer until Practical Completion.

2.3 If during a Construction Phase the Developer wishes to change or is required to replace the Architect as Design Certifier, the Developer shall not carry out any further work on parts of the Development that have not previously been certified by the Architect as Design Certifier or approved by the Council until it has:

- (a) submitted to the Council and obtained the Council's written approval of the replacement Architect that will act as Design Certifier; and
- (b) provided a written undertaking to the satisfaction of the Council that such replacement Architect will be retained by the Developer until Practical Completion of the Development.

2.4 The Developer covenants with the Council:

- (a) to ensure that any replacement architect shall have appropriate and comparable expertise in the nature of the design and delivery of the Development as the Architect and shall be of comparable professional standing as the Architect so as to maintain the overriding objective of the design quality of the Development; and
 - (b) to submit a Design Certificate to the Council with Reserved Matters Application.
- 2.5 The Council confirms to the Developer that the Council will consider any changes to the Architect as soon as is reasonable and will respond to any changes within 10 Working Days of written notification by the Developer.
- 2.6 Any dispute between the Council and the Developer regarding the approval of a replacement architect may be referred to an expert in accordance with clause 20.

Schedule 14

Travel plan

1. Definitions

In this Schedule 14 the following expressions shall have the following meanings:

Commercial Travel Plan means a Travel Plan for each Phase containing Commercial Units relating to the Commercial Units in that Phase;

Framework Travel Plan means the travel plan in respect of the Development titled Framework Travel Plan and dated April 2022 submitted with the Application;

Independent Field Company means a reputable TRICS approved company or individual with not less than five (5) years' experience carrying out travel plan monitoring;

iTRACE means an online tool that helps users develop and monitor travel plans in London consisting of the following two key elements:

- (a) a range of tools which organisations may use to develop their travel plan; and
- (b) a travel plan project management application for use by local authorities' travel plan officers;

Monitoring Report means a report setting out a review of the operation of the Residential Travel Plan or Commercial Travel Plan (as applicable);

Residential Travel Plan means a Travel Plan for each Phase relating to the Residential Units in that Phase;

Travel Plan means a plan setting out a package of Travel Plan Measures to promote sustainable modes of transport and to discourage use of single car occupancy by Occupiers and visitors to the Development and which shall:

- (a) accord with the principles set out in the Framework Travel Plan; and
- (b) be compliant with TRICS/iTRACE (or whatever method approved by TfL is in existence at the time Permission is granted);

Travel Plan Co-ordinator means an experienced person who shall be responsible for securing the implementation, compliance and the day to day management of the steps identified in the Residential Travel Plan or Commercial Travel Plan (as applicable);

Travel Plan Measures means (but not limited to) the following measures and initiatives to be included in all Travel Plans (as applicable):

- (a) a welcome pack for all Occupiers;
- (b) initiatives to promote cycling and walking;
- (c) publicity of use of public transport (including rail, tube and bus);
- (d) provision and promotion of public transport information (for example, maps, routes and timetables etc.);
- (e) objectives and targets over the life of each Travel Plan;

- (f) use of less polluting vehicles where practicable (for example, vehicles powered by gas and electricity); and
- (g) initiatives to affect change in the mode share of trips in line with the targets set in the Mayor of London's Transport Strategy and the Council's Transport Strategy and Local Plan or such replacement documents as may be adopted from time to time; and

TRICS means the national standard system of trip generation analysis in the UK which is marketed and managed by the TRICS Consortium Limited.

2. Residential Travel Plan

2.1 The Developer shall:

- (a) submit a Residential Travel Plan for each Phase to the Council for approval prior to first Occupation of any Residential Unit in that Phase;
- (b) not to Occupy nor permit Occupation of any Residential Unit in each Phase until the Residential Travel Plan for that Phase has been approved by the Council in writing (the **Approved Residential Travel Plan**); and
- (c) implement and procure compliance with the Approved Residential Travel Plan for each Phase for the duration of the beneficial use of the Development (subject to any variations as may be agreed from time to time in writing between the Developer and the Council).

3. Residential Travel Plan Monitoring

3.1 The Developer shall:

- (a) prior to first Occupation of a Residential Unit in each Phase submit details of the proposed Travel Plan Co-ordinator for that Phase (including terms of appointment) to the Council for approval in writing;
- (b) not Occupy or permit Occupation of any Residential Unit in each Phase until the Travel Plan Co-ordinator for that Phase and its terms of appointment submitted pursuant to paragraph 3.1(a) above have been approved by the Council in writing;
- (c) prior to first Occupation of a Residential Unit in each Phase to provide the Council for approval details of the Independent Field Company to undertake the monitoring of the Residential Travel Plan in that Phase;
- (d) not Occupy nor permit Occupation of any Residential Unit in each Phase until the Independent Field Company for that Phase has been approved by the Council in writing (the **Approved Residential Independent Field Company**);
- (e) submit a Monitoring Report for each Phase (verified by the Approved Residential Independent Field Company) to the Council every 24 months from the date of first Occupation of a Residential Unit in that Phase until at least ten years from the date of Occupation of the final Residential Unit comprised in the relevant Phase, such report to demonstrate how the relevant Approved Residential Travel Plan(s) has operated during the previous 24 (twenty-four) month period and shall thereafter procure that the objectives and targets of the Approved Residential Travel Plan(s) continue to be achieved for the duration of the beneficial use of the relevant Phase; and

- (f) in the event that a Monitoring Report shows that the Approved Residential Travel Plan(s)' objectives and or targets have not been met in any respect then the Developer shall within two calendar months indicate to the Council the measures that it will take in order to secure that the Approved Residential Travel Plan(s)' objectives and or targets are met and shall thereafter carry out the new measures to ensure that the Approved Residential Travel Plan(s)' objectives and or targets for the relevant Phase are met and adhered to.

4. **Commercial Travel Plan**

4.1 The Developer shall:

- (a) submit a Commercial Travel Plan for each Phase comprising Commercial Units to the Council for approval prior to first Occupation of any Commercial Unit in that Phase;
- (b) not to Occupy nor permit Occupation of any Commercial Unit in each Phase until the Commercial Travel Plan for that Phase has been approved by the Council in writing (**the Approved Commercial Travel Plan**); and
- (c) implement and procure compliance with the Approved Commercial Travel Plan for each Phase for the duration of the beneficial use of the Development (subject to any variations as may be agreed from time to time in writing between the Developer and the Council).

5. **Commercial Travel Plan Monitoring**

5.1 The Developer shall:

- (a) prior to first Occupation of a Commercial Unit in a Phase submit details of the proposed Travel Plan Co-ordinator for that Phase (including terms of appointment) to the Council for approval in writing;
- (b) not Occupy or permit Occupation of any Commercial Unit in each Phase until the Travel Plan Co-ordinator for that Phase and its terms of appointment submitted pursuant to paragraph 5.1(a) above have been approved by the Council in writing;
- (c) prior to first Occupation of a Commercial Unit in each Phase to provide to the Council for approval details of the Independent Field Company to undertake the monitoring of the Commercial Travel Plan in that Phase;
- (d) not Occupy nor permit Occupation of any Commercial Unit in each Phase until the Independent Field Company for that Phase has been approved by the Council in writing (**the Approved Commercial Independent Field Company**);
- (e) submit a Monitoring Report (verified by the Approved Commercial Independent Field Company) to the Council every 24 months from the date of first Occupation of a Commercial Unit in a Phase until at least five years from the date of Occupation of the final Commercial Unit comprised in that Phase, such report to demonstrate how the relevant Approved Commercial Travel Plan(s) has operated during the previous 24 month period and shall thereafter procure that the objectives and or targets of the Approved Commercial Travel Plan(s) continue to be achieved for the duration of the beneficial use of the relevant Phase; and

- (f) in the event that a Monitoring Report shows that the Approved Commercial Travel Plan(s)' objectives and or targets have not been met in any respect then the Developer shall within two calendar months indicate to the Council the measures that it will take in order to secure that the Approved Commercial Travel Plan(s)' objectives and or targets are met and it shall thereafter carry out the new measures so as to ensure that the Approved Commercial Travel Plan(s)' objectives and or targets for the relevant Phase are met and adhered to.

Schedule 15

Construction Phase

1. Definitions

In this Schedule 15 the following expressions shall have the following meanings:

Code of Construction Practice means the Council's approved document setting out standards and procedures for managing the environmental impacts of constructing major projects and small scale construction within the Borough;

Considerate Constructors Scheme means the national initiative set up by the construction industry to improve its image in construction to which sites and companies can register and be monitored against the Code of Construction Practice, a code designed to encourage best practice beyond statutory requirements;

Development Co-ordination and Integration Contribution means a contribution in respect of each Outline Phase towards the Council's costs of managing the co-ordination and integration of each Construction Phase of the Development with other developments in the vicinity of the Application Site to the value of:

- (a) £100 (one hundred pounds) (index linked in accordance with clause 18) per Residential Unit in a Phase; and
- (b) £1 (one pound) (index linked in accordance with clause 18) per square metre of non-residential floorspace in a Phase; and

Phase A Development Co-ordination and Integration Contribution means the sum of £29,341 (twenty-nine thousand three hundred and forty-one pounds) (index linked in accordance with clause 18) towards the Council's costs of managing the co-ordination and integration of the Construction Phase in Phase A with other developments in the vicinity of the Application Site.

2. Development Co-ordination and Integration Contribution

- 2.1 Prior to Commencement of Phase A the Developer shall pay the Phase A Development Co-ordination and Integration Contribution to the Council and shall not Commence or permit Commencement of Phase A unless and until it has paid the Phase A Development Co-ordination and Integration Contribution to the Council.
- 2.2 Prior to Commencement of a Phase, the Developer shall pay the Development Co-ordination and Integration Contribution for that Phase to the Council and the Developer shall not Commence a Phase unless and until it has paid the Development Co-ordination and Integration Contribution for that Phase to the Council.

3. Code of Construction Practice

- 3.1 The Developer shall:
 - (a) comply with the Code of Construction Practice during each Construction Phase; and
 - (b) sign up to the Considerate Constructors Scheme prior to the Commencement Date and comply with the five parts of that scheme's Code of Construction Practice and the expectations of registration as detailed below:

(i) **Care about appearance**

Constructors should ensure sites appear professional and well managed:

- (A) ensuring that the external appearance of sites enhances the image of the industry;
- (B) being organised, clean and tidy;
- (C) enhancing the appearance of facilities, stored materials, vehicles and plant; and
- (D) raising the image of the workforce by their appearance.

(ii) **Respect the community**

Constructors should give utmost consideration to their impact on neighbours and the public:

- (A) informing, respecting and showing courtesy to those affected by the work;
- (B) minimising the impact of deliveries, parking and work on the public highway;
- (C) contributing to and supporting the local community and economy; and
- (D) working to create a positive and enduring impression, and promoting the Code of Construction Practice.

(iii) **Protect the environment**

Constructors should protect and enhance the environment:

- (A) identifying, managing and promoting environmental issues;
- (B) seeking sustainable solutions, and minimising waste, the carbon footprint and resources;
- (C) minimising the impact of vibration, and air, light and noise pollution; and
- (D) protecting the ecology, the landscape, wildlife, vegetation and water courses.

(iv) **Secure everyone's safety**

Constructors should attain the highest levels of safety performance:

- (A) having systems that care for the safety of the public, visitors and the workforce;
- (B) minimising security risks to neighbours;
- (C) having initiatives for continuous safety improvement; and
- (D) embedding attitudes and behaviours that enhance safety performance.

(v) **Value their workforce**

Constructors should provide a supportive and caring working environment:

- (A) providing a workplace where everyone is respected, treated fairly, encouraged and supported;
- (B) identifying personal development needs and promoting training;
- (C) caring for the health and wellbeing of the workforce; and
- (D) providing and maintaining high standards of welfare.

Schedule 16

Title details

Part 1: Titles bound

Poplar Housing and Regeneration Community Association Limited

(shaded red on Land Ownership Plan)

Title Number	Title	Registered Charges
AGL239528	Freehold	-
EGL391699	Freehold	-
EGL391713	Freehold	-
EGL403541	Freehold	-
EGL432438	Freehold	-
EGL437622	Freehold	-
EGL510245	Freehold	Registered charge held by The Law Debenture Trust Corporation Plc
EGL534522	Freehold	Registered charge held by The Law Debenture Trust Corporation Plc
EGL247706	Leasehold	-
EGL247746	Leasehold	-
EGL249605	Leasehold	-
EGL252944	Leasehold	-
EGL253695	Leasehold	-
EGL264249	Leasehold	-
EGL265200	Leasehold	-
EGL273252	Leasehold	-
EGL292253	Leasehold	-
EGL386724	Leasehold	-
EGL415565	Leasehold	-
EGL427976	Leasehold	-

Poplar Housing and Regeneration Community Association Limited

(shaded red on Land Ownership Plan)

EGL435166	Leasehold	-
EGL440603	Leasehold	-
EGL456535	Leasehold	-
EGL477636	Leasehold	-
EGL495860	Leasehold	-
EGL523551	Leasehold	-

Part 2: Titles not bound

The Mayor and Burgesses of the London Borough of Tower Hamlets

(shaded yellow on Land Ownership Plan)

Title Number	Title	Registered Charges
EGL217115	Freehold	-
EGL435874	Freehold	-
LN147630	Freehold	-
LN151454	Freehold	-
LN186002	Freehold	-
LN202575	Freehold	-
LN203226	Freehold	-
LN214782	Freehold	-
LN222688	Freehold	-
LN40368	Freehold	-
LN54165	Freehold	-
LN55801	Freehold	-
LN5750	Freehold	-
LN66377	Freehold	-
LN90119	Freehold	-
LN90120	Freehold	-
NGL105755	Freehold	-

The Mayor and Burgesses of the London Borough of Tower Hamlets

(shaded yellow on Land Ownership Plan)

NGL121707	Freehold	-
NGL270982	Freehold	-
NGL271895	Freehold	-
NGL274659	Freehold	-
NGL280930	Freehold	-
NGL36724	Freehold	-
NGL42580	Freehold	-
NGL471335	Freehold	-
NGL476306	Freehold	-
NGL65844	Freehold	-
NGL71046	Freehold	-
219269	Freehold	-
219351	Freehold	-
219859	Freehold	-
219942	Freehold	-
220459	Freehold	-
220466	Freehold	-
262166	Freehold	-
296454	Freehold	-
296455	Freehold	-
296456	Freehold	-
296458	Freehold	-
350629	Freehold	-
350630	Freehold	-
350631	Freehold	-
352699	Freehold	-
427204	Freehold	-
427321	Freehold	-
427322	Freehold	-

The Mayor and Burgesses of the London Borough of Tower Hamlets

(shaded yellow on Land Ownership Plan)

AGL426761	Leasehold	-
AGL426764	Leasehold	-
AGL431862	Leasehold	-
AGL431870	Leasehold	-
AGL431872	Leasehold	-
AGL431993	Leasehold	-
AGL447923	Leasehold	-
AGL465660	Leasehold	-

Transport for London

(shaded blue on Land Ownership Plan)

Title Number	Title	Registered Charges
AGL219258	Freehold	-
AGL472230	Freehold	-
EGL270316	Freehold	-
EGL275823	Freehold	-
EGL294538	Freehold	-
EGL381721	Freehold	-
EGL382187	Freehold	-
EGL560983	Freehold	-
LN157610	Freehold	-
LN200820	Freehold	-
LN201153	Freehold	-
LN213506	Freehold	-
LN244472	Freehold	-
LN98906	Freehold	-
LN99302	Freehold	-
LN99432	Freehold	-

Transport for London

(shaded blue on Land Ownership Plan)

NGL177325	Freehold	-
219352	Freehold	-
219353	Freehold	-
219360	Freehold	-
219362	Freehold	-
220312	Freehold	-
105769	Leasehold	-

Individual freehold title holders

(shaded purple on Land Ownership Plan)

Title Number	Title	Registered Charges
EGL467082	Freehold	-
NGL231380	Freehold	-
EGL573319	Freehold	-
LN120873	Freehold	-
LN135988	Freehold	-
295949	Freehold	-

Individual leasehold title holders

Title Number	Title	Registered Charges
AGL241315	Leasehold	-
AGL248080	Leasehold	-
AGL257193	Leasehold	-
AGL310279	Leasehold	-
AGL355401	Leasehold	-
AGL391283	Leasehold	-

Individual leasehold title holders

AGL391285	Leasehold	-
AGL406721	Leasehold	-
AGL418947	Leasehold	-
AGL524613	Leasehold	-
AGL559171	Leasehold	-
AGL589549	Leasehold	-
EGL196687	Leasehold	-
EGL207267	Leasehold	-
EGL208315	Leasehold	-
EGL223791	Leasehold	-
EGL229567	Leasehold	-
EGL230426	Leasehold	-
EGL234832	Leasehold	-
EGL237255	Leasehold	-
EGL237744	Leasehold	-
EGL239669	Leasehold	-
EGL242184	Leasehold	-
EGL242262	Leasehold	-
EGL246355	Leasehold	-
EGL251430	Leasehold	-
EGL253128	Leasehold	-
EGL253981	Leasehold	-
EGL255186	Leasehold	-
EGL259301	Leasehold	-
EGL261364	Leasehold	-
EGL263281	Leasehold	-
EGL263979	Leasehold	-
EGL265235	Leasehold	-
EGL269946	Leasehold	-

Individual leasehold title holders

EGL280257	Leasehold	-
EGL283905	Leasehold	-
EGL283906	Leasehold	-
EGL284006	Leasehold	-
EGL284968	Leasehold	-
EGL286026	Leasehold	-
EGL287374	Leasehold	-
EGL294040	Leasehold	-
EGL309762	Leasehold	-
EGL355646	Leasehold	-
EGL357181	Leasehold	-
EGL365863	Leasehold	-
EGL365864	Leasehold	-
EGL368748	Leasehold	-
EGL368750	Leasehold	-
EGL377540	Leasehold	-
EGL393360	Leasehold	-
EGL423412	Leasehold	-
EGL430729	Leasehold	-
EGL433273	Leasehold	-
EGL443195	Leasehold	-
EGL447939	Leasehold	-
EGL451234	Leasehold	-
EGL455804	Leasehold	-
EGL458137	Leasehold	-
EGL458681	Leasehold	-
EGL470624	Leasehold	-
EGL489090	Leasehold	-
EGL501457	Leasehold	-
EGL518420	Leasehold	-

Individual leasehold title holders

EGL523954	Leasehold	-
EGL524076	Leasehold	-
EGL546135	Leasehold	-
NGL465806	Leasehold	-
NGL474080	Leasehold	-
NGL474889	Leasehold	-

Schedule 17

Phasing

1. Overall phasing

- 1.1 The Developer shall commence the construction of the Phases sequentially in ascending alphabetical order starting with Phase A through to Phase D.
- 1.2 Changes to the Phases may be effected through changes to the Phasing Plan (subject to the assessment of any environmental impacts arising from changes to the Phasing Plan) approved in writing either:
 - (a) by both the Council and the GLA in consultation with TfL SAVE THAT, if the Council has not issued a decision within 20 Working Days of a request by the Developer for approval having been received by the Council (or such other timescale as may have been agreed between the Council, the GLA and the Developer in respect of a request), the Council's approval shall not be needed; or
 - (b) if within 20 Working Days of a request by the Developer having been received by the Council (or such other timescale as may have been agreed between the Council, the GLA and the Developer in respect of a request) the Council decides not to approve the relevant changes, by the GLA in accordance with paragraphs 1.3 and 1.4.
- 1.3 If the Council decides not to approve a change to the Phasing Plan and PROVIDED THAT the GLA has not already refused to approve the change, the Developer may request that the GLA reviews the Council's decision.
- 1.4 Following a request by the Developer under paragraph 1.3 for the GLA to review the Council's decision under paragraph 1.2, the GLA will have due regard to the Council's decision and any reasons the Council has given for that decision and shall make a decision as to whether to approve the change (or, if it has already made a decision to approve under paragraph 1.2(a), shall review that decision in light of the Council's refusal).
- 1.5 Changes to the Phasing Plan that are approved under paragraph 1.2 need not be effected through a deed of variation to this agreement unless the GLA (in consultation with the Council and TfL) determines otherwise in accordance with paragraph 1.6.
- 1.6 The Developer acknowledges and accepts that in the event that it requires an amendment to the Phasing Plan the GLA may, acting reasonably, having first consulted with the Council and TfL and before approving the amendment, require the Developer to enter into a deed of variation to amend the terms of this agreement if the GLA considers that amendments are necessary to the planning obligations contained herein as a direct consequence of any changes to the phasing of the Development.
- 1.7 In the event that TfL considers that a change to the Phasing Plan directly impacts on any of the covenants given by the Developer to TfL under this agreement, TfL's approval to changes to the Phasing Plan shall also be required.

2. Outline Phase Sub-Phasing Plans

- 2.1 The Developer shall submit as part of each Reserved Matters Application an Outline Phase Sub-Phasing Plan to be approved under the relevant Reserved Matters Approval.

2.2 An **Outline Phase Sub-Phasing Plan** means a plan containing the following details in respect of the Outline Phase to which the relevant Reserved Matters Application applies:

- (a) locations of all sub-phases within the relevant Phase;
- (b) the order in which development of the sub-phases in the relevant Phase will be carried out;
- (c) description of the quantum and type of development anticipated to be delivered in each sub-phase and the relevant Phase;
- (d) for information only, anticipated construction start dates for each sub-phase in the relevant Phase and anticipated construction start dates for future Phases;
and
- (e) for information only, anticipated completion dates of each sub-phase in the relevant Phase.

Signatures

The GLA

The common seal of **THE GREATER LONDON AUTHORITY** was hereunto affixed in the presence of:)
)
)



John Finlay
Authorized Signatory

The Council

The common seal of **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF TOWER HAMLETS** was affixed in the presence of:)
)
)
)



Sultan Khan

~~Director~~ *AUTHORISED OFFICER*
~~Director/Secretary~~

HL/24/2237

The Owner

Executed as a deed by **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** acting by two directors or a director its secretary

[Signature]
.....

SIGNATURE OF FIRST DIRECTOR

Director *TANYA MARTIN*

[Signature]
.....

SIGNATURE OF SECOND DIRECTOR/SECRETARY

Director **OR** Secretary : *NAZ HUSSAIN*

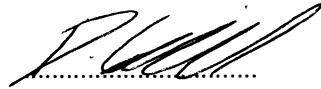
The Applicant

Executed as a deed by **ABERFELDY NEW VILLAGE LLP** acting by a duly authorised signatory of **BE HERE HOLDINGS LIMITED** to sign on its behalf as member of **ABERFELDY NEW VILLAGE LLP**, in the presence of:



SIGNATURE OF PERSON AUTHORISED TO SIGN FOR CORPORATE MEMBER

On behalf of Member



SIGNATURE OF WITNESS

NAME OF WITNESS **DUDLEY GABRIEL**

ADDRESS OF WITNESS **FLAT 28 DEEPDENE HOUSE, DORKING, RH5 4GE**

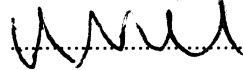
OCCUPATION OF WITNESS **SENIOR DEVELOPMENT MANAGER**

Executed as a deed by **ABERFELDY NEW VILLAGE LLP** acting by a duly authorised signatory of **POPLAR HARCA (DEVELOPMENTS) LIMITED** to sign on its behalf as member of **ABERFELDY NEW VILLAGE LLP**, in the presence of:



SIGNATURE OF PERSON AUTHORISED TO SIGN FOR CORPORATE MEMBER

On behalf of Member



SIGNATURE OF WITNESS

NAME OF WITNESS **LIANAN MORVALL**

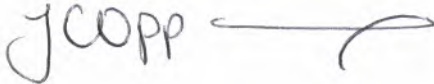
ADDRESS OF WITNESS **155 EAST INDIA DOCK ROAD E14 6DA**

OCCUPATION OF WITNESS **P.A**


Transport for London

Executed as a deed by **TRANSPORT FOR**)
LONDON)
acting by Josie Oppong an)
attorney Company Secretary Manager

TFL 1824

Signature of attorney: 

In the presence of: Kimberly Gyambibi?

Signature of witness: 


Name of witness: Kimberly Gyambibi?

Address of witness: Transport for London,
4th floor Palestra
197 Blackfriars Road
London SE1 8NJ

The Mortgagee

Executed and delivered as a deed by **THE**)
LAW DEBENTURE TRUST CORPORATION)
P.L.C. acting by a director and a)
secretary:)

Signature of Director  LILY FROST

Representing Law Debenture Corporate Services Limited, Secretary  LAURA CALLAGHAN

Appendix A

Confirmatory Deed

THIS CONFIRMATORY DEED is made on _____

BETWEEN

- (1) **The Greater London Authority** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE (the **GLA**);
- (2) **The Mayor and Burgesses of the London Borough of Tower Hamlets** of Tower Hamlets Town Hall, 160 Whitechapel Road, London E1 1BJ (the **Council**);
- (3) **Transport For London** (a statutory body established under the Greater London Authority Act 1999) of 5 Endeavour Square, Stratford, London, E20 1JN (**TfL**);
- (4) **[Aberfeldy New Village LLP** (company registration number OC372276) whose registered address is 7 Bell Yard, London, England, WC2A 2JR (the **Applicant**)] **[To be replaced with correct entity and alternative defined term if this Deed is to be entered into by a successor in title to the Applicant]**.

RECITALS

- (A) The Council is the local planning authority for the area in which the Application Site is situated and by whom the obligations covenants and restrictions contained in his Deed are enforceable.
- (B) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this agreement on behalf of the Mayor of London.
- (C) TfL has the power under the Greater London Authority Act 1999 to facilitate the discharge by the GLA of its duty to promote and encourage safe, integrated, efficient and economic transport facilities and services to, from and within Greater London and, in respect of GLA roads (as defined in the 1980 Act), is the highway authority.
- (D) TfL has entered into this agreement in its capacities as highway authority and a statutory public transport service provider and is the body by whom certain of the transport-related obligations contained in this agreement (where stated) may be enforced.
- (E) On [●] 2024, the Principal Agreement (as defined within this Deed) was entered into, which contains planning obligations relating to the Development, and planning permission for the Development was granted by the GLA on [●] 2024 under Council reference number PA/21/02377/A1 and GLA reference number 2023/0300. This Deed is supplemental to the Principal Agreement.
- (F) Clauses 8.3 and 8.4 of the Principal Agreement require the Developer to enter into an agreement under section 106 of the 1990 Act supplemental to the Principal Agreement to bind any interest in the Application Site that was not originally bound by the Principal Agreement.
- (G) The [Applicant] acquired the Additional Land on [●].

- (H) The Parties have agreed to enter into this Deed so that the undertakings, obligations, and covenants contained in the Principal Agreement bind all of the [Applicant]'s freehold interests in the Application Site for the purposes of section 106 of the 1990 Act.

OPERATIVE CLAUSES

1. Definitions and interpretation

In this Deed where the context so admits:

- (a) References to clauses paragraphs and schedules are references to those in the Principal Agreement.
- (b) Words and phrases whose meanings are not set out in clause 1.1.3 below or varied by this Deed have the same meanings as in the Principal Agreement.
- (c) The following expressions shall have the meanings set out below:

Additional Land means the land shown [edged red] on the plan annexed hereto

Parties means the parties to this Deed and **Party** shall be construed accordingly;

Principal Agreement means the agreement dated [●] 2024 made pursuant to section 106 of the 1990 Act which was entered into between (1) the GLA; (2) the Council; (3) TfL; (4) Poplar Housing and Regeneration Community Association Limited, (5) Aberfeldy New Village LLP and (6) The Law Debenture Trust Corporation Plc.

2. Legal Effect

2.1 This Deed is supplemental to the Principal Agreement and relates to and binds the Additional Land and is made pursuant to the provisions of section 106 of the 1990 Act.

2.2 This Deed contains planning obligations for the purposes of the 1990 Act which are given by the [Applicant] so as to bind the Additional Land and are enforceable by the GLA and the Council as local planning authority and by TfL.

2.3 The [Applicant] agrees that as from the date hereof the agreements, obligations, covenants and undertakings in the Principal Agreement on the Developer's part in respect of the Site shall be binding on [Applicant]'s interest in the Additional Land pursuant to section 106 of the 1990 Act as if the said obligations, covenants and undertakings in the Principal Agreement were set out herein in full and were given by the [Applicant] with the intent that the said obligations, covenants and undertakings shall be enforceable by the GLA, the Council, or TfL (as appropriate) not only against the [Applicant] but also against any successors in title to or assignees of the [Applicant] and any person claiming through or under it an interest or estate in the Additional Land save for such interests as are excluded pursuant to clauses 9.7, 9.8 and 9.9 of the Principal Agreement as if the [Applicant] had been an original covenanting party in respect of the Additional Land when the Principal Agreement was entered into and the Additional Land formed part of the Site.

2.4 The GLA agrees that as from the date hereof the covenants in the Principal Agreement given by the GLA to the Developer shall be given to the [Applicant] in relation to the [Applicant]'s interest in the Additional Land as if the relevant covenants in the Principal Agreement were set out herein in full with the intent that the relevant covenants shall be enforceable by the [Applicant] against the GLA in relation to the [Applicant]'s interest or estate in the Additional Land.

- 2.5 The Council agrees that as from the date hereof the covenants in the Principal Agreement given by the Council to the Developer shall be given to the [Applicant] in relation to the [Applicant]'s interest in the Additional Land as if the relevant covenants in the Principal Agreement were set out herein in full with the intent that the relevant covenants shall be enforceable by the [Applicant] against the Council in relation to the [Applicant]'s interest or estate in the Additional Land.
- 2.6 TfL agrees that as from the date hereof the covenants in the Principal Agreement given by TfL to the Developer shall be given to the [Applicant] in relation to the [Applicant]'s interest in the Additional Land as if the relevant covenants in the Principal Agreement were set out herein in full with the intent that the relevant covenants shall be enforceable by the [Applicant] against TfL in relation to the [Applicant]'s interest or estate in the Additional Land.
- 2.7 This Deed comes into effect on the date hereinbefore mentioned.
- 2.8 To the extent that any covenants and obligations in the Principal Agreement have already been satisfied in accordance with the terms of the Principal Agreement, such covenants and obligations shall be deemed to be similarly so satisfied under the terms of this Deed.
- 2.9 Save as expressly supplemented by this Deed the Principal Agreement shall remain in full force and effect.

3. **Local Land Charge**

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

4. **Endorsement**

Promptly following completion of this Deed, the Parties shall endorse a memorandum on the Principal Agreement in the following terms:

"This Agreement has been supplemented by a Supplemental Deed dated [●] and made between [●]."

5. **Costs**

The [Applicant] shall on completion of this deed pay the GLA, Council and TfL's reasonable and proper legal costs and disbursements incurred in preparing and completing this deed.

6. **Invalidity**

If any provision in this Deed is held to be invalid illegal or unenforceable such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7. **Third Party Rights**

A person who is not a party to this Deed shall not have any rights under, or in connection with, it by virtue of the Contracts (Rights of Third Parties) Act 1999.

8. **Governing Law and Jurisdiction**

This Deed is governed by and shall be interpreted in accordance with the law of England and the courts of England shall have exclusive jurisdiction to settle any dispute or claim.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Deed on the day and year first before written

[EXECUTION BLOCKS TO BE ADDED]

Appendix B

TfL Confirmatory Deed

THIS CONFIRMATORY DEED is made the [●] day of [●] 20[●]

BETWEEN

- (1) [●] (the **Disponee**); and
- (2) **TRANSPORT FOR LONDON** of 5 Endeavour Square, London, E20 1JN (**TfL**).

RECITALS

- (A) On [●] 2024 the parties entered into the Principal Agreement, which contains planning obligations relating to the Development and planning permission for the Development was thereafter granted by the GLA (Council reference number PA/21/02377/A1 and GLA reference number 2023/0300).
- (B) Clause 8.5 of the Principal Agreement prohibits the Owner from disposing of any freehold interest or leasehold interest with a term of more than seven years in the whole or any part of the Application Site unless simultaneously with completion of the disposal the disponee enters into a TfL Confirmatory Deed which binds the interest being disposed of. The purpose of the TfL Confirmatory Deed is to ensure that the obligations in the Principal Agreement can be enforced directly by TfL against the disponee.
- (C) The Disponee and TfL are therefore entering into this Deed to ensure that each can directly enforce the obligations in the Principal Agreement against the other.

OPERATIVE CLAUSES

1. Definitions and Interpretation

1.1 In this Deed where the context so admits:

- (a) references to clauses, paragraphs and schedules are references to those clauses, paragraphs and schedules in the Principal Agreement; and
- (b) unless otherwise stated, words and phrases have the same meanings as in the Principal Agreement.

1.2 The following expressions shall have the meanings set out below:

Acquired Land means the land shown edged in [●] on the plan annexed to this Deed; and

Principal Agreement means the agreement dated [●] 2024 made pursuant to section 106 of the 1990 Act which was entered into between (1) the GLA, (2) Council, (3) TfL, (4) Poplar Housing and Regeneration Community Association Limited, (5) The Law Debenture Trust Corporation Plc and (6) the Owner.

2. Legal Effect and Covenants

2.1 This Deed relates to and binds the Disponee's interest in the Acquired Land.

2.2 The Disponee agrees that as from the date hereof:

- (a) it will observe and perform the obligations, covenants and undertakings on the Owner's part in the Principal Agreement, in so far as they remain to be observed, performed and/or complied with, as if the Disponee had covenanted as the Owner in respect of its interest in the Acquired Land when the Principal Agreement was entered into; and
 - (b) that the obligations, covenants and undertakings on the Owner's part in the Principal Agreement shall be enforceable by TfL against the Disponee in respect of its interest in the Acquired Land.
- 2.3 TfL agrees that as from the date hereof the covenants in the Principal Agreement given by TfL to the Owner shall be given to the Disponee in relation to the Disponee's interest in the Acquired Land as if the relevant covenants in the Principal Agreement were set out herein in full with the intent that the relevant covenants shall be enforceable by the Disponee against TfL in relation to the Disponee's interest or estate in the Acquired Land.
- 2.4 This Deed comes into effect on the date of this Deed.
- 2.5 To the extent that any obligations or covenants in the Principal Agreement given by TfL to the Owner have already been satisfied in accordance with the terms of the Principal Agreement, they shall be deemed to be similarly so satisfied under the terms of this Deed.
- 2.6 No person shall be liable for any breach of the obligations, covenants and conditions contained in this Deed in relation to any part of the Acquired Land in which they no longer have an interest (but without prejudice to the liability of such person for any breach occurring prior to its parting with such interest).
- 3. **Miscellaneous**
- 3.1 The Owner shall on completion of this Deed pay TfL's reasonable and proper legal costs and disbursements incurred in preparing and completing this Deed.
- 3.2 A person who is not a party to this Deed will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 3.3 If any provision in this Deed is held to be invalid illegal or unenforceable such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 3.4 The construction validity and performance of this Deed shall be governed by English law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day and year first before written

[EXECUTION BLOCKS]

Appendix C

Landlord Offer

**YOUR FUTURE.
YOUR ABERFELDY WEST. YOU DECIDE.**

YOUR OFFER

23 SEPTEMBER 2020



POPULAR **HARCA**

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FUTURE ABERFELDY WEST

This booklet sets out the regeneration proposals residents have told us they want. It also explains how you can vote in the ballot.

Message from Steve Stride, Chief Executive, Poplar HARCA:

“Over the last year residents have been telling us how much Aberfeldy West means to them. The strongest message is that Aberfeldy’s community is close and strong, and whatever happens that can’t change. Residents want improvements to their homes, to open spaces and to community facilities. Voting for this proposal is a once-in-a generation opportunity. It would transform Aberfeldy West with new homes, infrastructure and facilities; as residents have seen happening on the rest of Aberfeldy.

Residents have told us what they want Aberfeldy West to be. They have told us about community safety, lighting, overcrowding, green spaces, children’s play spaces, damp, parking and all things Aberfeldy. From three options: stay as-is, refurb and regeneration, residents decided that only regeneration would provide what they want for their families, their homes and their community.

Poplar HARCA will work with you to deliver what you want for your area.

This offer to you from Poplar HARCA is what residents told us they want for your future. Your Aberfeldy West.”



OUR PROMISE TO ABERFELDY WEST

- Modern, well built new homes
- Safer streets through better design
- Move to the same size home, or larger if you're overcrowded
- One move from your current home to your new one
- Existing Poplar HARCA parking permits guaranteed
- Rent levels for HARCA tenants as if you hadn't moved
- Options to suit every leaseholder
- Financial compensation, and help with moving costs
- Social rent homes
- Residents' Steering Group key to shaping plans post-ballot
- Current Poplar HARCA tenancy rights will stay the same
- Keep the community together



BALLOT AREA

Aberfeldy West includes the following areas, also outlined in red on the map.

- Nairn Street
- Baltimore Close
- Kilbrennan House
- Heather House
- Thistle House
- Tartan House
- Jura House
- Aberfeldy Street
- Blairgowrie Court
- Abbott Road
- Leven Road
- Findhorn Street



VOTING

We will only regenerate Aberfeldy West if residents vote for it to happen. Civica Election Services (CES), formerly known as Electoral Reform Services (ERS), have been appointed to run an independent ballot. They will collect, audit and count the votes, and announce the results.

The eligibility criteria for the ballot is set by the Greater London Authority (GLA) and not by CES or Poplar HARCA. Aberfeldy West residents whose homes could be affected will be eligible to vote if they are:

- Social tenants (including those with secure, assured, flexible or introductory tenancies) named as a tenant on a tenancy agreement dated on or before the date the Landlord Offer is published.
- Resident leaseholders or freeholders who have been living in their properties as their only or principal home for at least one year prior to the date the Landlord Offer is published and are named on the property lease or freehold title.
- Any resident whose principal home is in Aberfeldy West and who has been on the local authority's housing register for at least one year prior to the date the Landlord Offer is published, irrespective of current tenure.

See page 34 for details about when the ballot will take place and how you can vote.



CONTACTS

For more about the ballot process:

Civica Election Services
020 8365 8909
electionservices@civica.co.uk
Quote 'Aberfeldy West'
when you get in touch

**For more information
from Poplar HARCA:**

Malcolm Ward, Project Director
0787 2449542
malcolm.ward@poplarharca.co.uk

**For independent advice
for residents:**

Mo Ali
0794 0431503
mo.ali@talktalk.net

Si vous avez besoin de ce document dans une autre langue, veuillez envoyer un email à: malcolm.ward@poplarharca.co.uk

Si lo necesita en otro idioma, envíe un correo electrónico a malcolm.ward@poplarharca.co.uk

Haddii aad tan oo ku qoran luqad kale u baahan tahay u soo dir emayl malcolm.ward@poplarharca.co.uk

Se ti serve in un'altra lingua, invia un'e-mail all'indirizzo malcolm.ward@poplarharca.co.uk

যদি এটি আপনার অন্য ভাষায় প্রয়োজন হয় তাহলে ইমেইল করুন malcolm.ward@poplarharca.co.uk

如果您需要以其他语言编写的版本，请发送电子邮件至 malcolm.ward@poplarharca.co.uk



WHAT YOU HAVE TOLD US

YOUR ASPIRATIONS

YOUR HOMES



- ✿ Affordable
- ✿ Modern, well built new homes
- ✿ Choice of layouts, fixtures and fittings
- ✿ Options for every leaseholder
- ✿ Variety of housing types
- ✿ One move to a new home
- ✿ Bigger homes for overcrowded
- ✿ Big balconies overlooking green space
- ✿ Social rent homes
- ✿ Homes for young people

“WE WOULD LIKE MODERN, GOOD QUALITY BUILDINGS”



“LOCAL SHOPS ARE VITAL FOR THE COMMUNITY”

“CAFÉ WITH OUTSIDE SEATING AREA”



YOUR COMMUNITY



- ✿ A variety of new shops
- ✿ Cafes, places to meet, eat and work
- ✿ A new mosque
- ✿ Activities for children and young people
- ✿ Work, training and apprentice opportunities
- ✿ Keep the community together
- ✿ New workspaces/small businesses
- ✿ New community centre
- ✿ New health centre
- ✿ Healthy eating options



WHAT YOU HAVE TOLD US

YOUR ASPIRATIONS

YOUR STREETS



- Well lit, safer streets & subways
- Better walking/cycling routes
- Improved air quality
- Parking enforcement
- Traffic calming Abbott Road
- Existing Poplar HARCA parking permits guaranteed
- Underground refuse, bike sheds, wider pavements
- More frequent bus service



“SAFER STREETS,
WITH CAMERAS TOO”

“309 IS A LIFELINE”

“WE WANT NATURE
AND PLACES FOR
KIDS TO PLAY”

“SAFE PLACES FOR
CHILDREN TO PLAY
IS A PRIORITY”



YOUR SPACES



- Beautiful green spaces to relax and enjoy nature
- Central green space
- Outdoor exercise and play spaces
- Community events and farmers market
- Community gardens and growing spaces
- Improve Millenium Green, Leven Road Green, Brathwaite Walk
- Community art
- Places to sit and meet outside
- Separate areas for dogs



POPLAR HARCA'S REGENERATION OFFER TO ABERFELDY WEST RESIDENTS

Together we have started to shape a vision for your future Aberfeldy West.

For regeneration to work it must protect the close and strong Aberfeldy West community. It must provide high quality, affordable new homes. It must create beautiful and usable open spaces and community facilities. The area must feel welcoming and safe.

Using what Aberfeldy West residents told us through the Planning for Real toolkit, our team has sketched ideas for what regeneration could look like.

OUR PROMISE

Residents' Steering Group (RSG) taking decisions with Poplar HARCA at every stage and crucial to the future Aberfeldy West.

EARLY IDEAS

The regeneration of Aberfeldy West could provide up to 1,880 new homes.

The initial ideas would create a neighbourhood with a strong East London character, and improved links and connections to the wider area. New streets would each have their own identity but complement the existing sense of strong community in Aberfeldy West.

This could include continuing the retail feel along Aberfeldy Street, or the business character of Poplar Works, so supporting the diversity of the local community.

Buildings will be designed for sustainability and efficiency.

Taller buildings could shield Aberfeldy West from the A12; with trees and planting helping to improve air quality.

WELL DESIGNED, ENERGY EFFICIENT HOMES

The Details

Residents will be offered new homes which are a significant improvement on their existing home. Any additional homes that are built will be offered to residents identified as in priority housing need.

There will be a variety of types and sizes of homes (flats, maisonettes and houses) to make better use of space, and reflect the different wants and needs of residents now and in the future. If you live in a house, you will be offered a new house. If you live in a terraced house, you'll be offered a new terraced house. If you live in a maisonette, a new maisonette and if you live in a flat, you will be offered a new flat. If you are currently overcrowded, you will be offered a home which is big enough for your family.

Energy Efficient Homes

We will deliver a sustainable energy solution which will depend on planning guidance at the time.



"IF YOU LIVE IN A HOUSE, YOU WILL BE OFFERED A NEW HOUSE... AND IF YOU LIVE IN A FLAT, YOU WILL BE OFFERED A NEW FLAT"

OUR PROMISE

- Move to the same size home, or larger if you're overcrowded
- Door-to-door moving support for older and vulnerable residents
- Financial compensation and moving expenses
- One move to a new build home on the estate for all existing Poplar HARCA tenants who wish to stay on the estate

These diagrams show the size of typical 1, 2, 3 and 4 bed homes now and the typical size increase of the new homes.

Property size increases

The size information shown in this table for existing homes is based on sample survey information and is an approximate average. The proposed sizes of the new homes are minimums, as defined by the London Design Guide, so the size of many of the new homes will increase further.

Chart key: Existing home size (teal), Extra home size (pink), Existing amenity space (blue), Extra amenity space (green)

Increase in size for a typical 1 bedroom flat



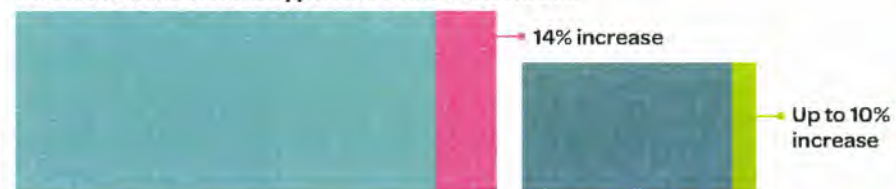
Increase in size for a typical 2 bedroom flat



Increase in size for a typical 3 bedroom flat



Increase in size for a typical 4 bedroom house



New Homes

All new homes will meet or exceed building standards including:

- ⚙️ Fire safety
- ⚙️ Sound insulation
- ⚙️ Ventilation
- ⚙️ Security
- ⚙️ Thermal insulation
- ⚙️ Accessibility

Type of home	Existing size - m2	Minimum proposed size of new homes - m2	% of size increase - new homes	Typical size of existing private outdoor space - m2	Minimum typical size of private outdoor space in new homes - m2	% of size increase - private outdoor space
Typical 1 bedroom flat	47	50	5%	3.6	5	39%
Typical 2 bedroom flat	67	70	4.3%	4	7	75%
Typical 3 bedroom flat	70	86	20%	5	8	66%
Typical 3 bedroom maisonette	78	93	20%	9	13	44%
Typical 4 bedroom house	114	130	14%	40 (garden)	45 (min)	10%

NEW HOMES

Your Residents' Steering Group has told us what residents want. We will continue to work with them to make sure new homes and the area meet residents' needs and aspirations.

All new homes will:

- ❖ Be adaptable to allow for changes in residents' health needs
- ❖ Residents who need aids and adaptations will be prioritised for Occupational Therapy (OT) assessments, and have works done in their new home before they move in
- ❖ Be designed to retain the sense of strong community in Aberfeldy West
- ❖ Be installed with smart meters
- ❖ Be safe, with fire safety and security a priority. Sprinkler systems will be fitted in every flat. Guidance and regulations that come in to force as a result of the inquiry into the Grenfell Tower tragedy will be immediately incorporated into designs
- ❖ Have double or triple-glazed windows, designed to be easily cleaned
- ❖ Be supplied with individual metered heating and hot water through a communal heating system that residents can use all year round
- ❖ Have improved energy efficiency, with better thermal and noise insulation, and ventilation
- ❖ Have solid walls and fixed ceilings in communal areas
- ❖ Have two toilets if they have three or more bedrooms
- ❖ Meet or exceed building standards, and be built with quality materials
- ❖ Patio gardens on the ground floor and useable balconies on all other floors

Warranties

All new homes will come with warranties and guarantees e.g. The National Housing Building Council's 10 Year Buildmark warranty.

Choices

Existing residents will choose:

- ❖ Whether to have a separate or open plan living space in family sized-homes
- ❖ From a selection of flooring and décor options for kitchens and bathrooms
- ❖ From a selection of paint colours

Your RSG will be key to shaping the designs of the homes and the wider area, if residents vote yes.

Example floor layouts

To get an understanding of the look and feel of the new homes, you may have made a virtual visit to one of them as part of the Planning for Real consultation, in June 2020. Here are examples of some of the internal layout options:



Example 1 bed/2 person flat
Open plan kitchen and dining



Ground Floor



Example 3 bed/5 person flat
Separate kitchen and dining



First Floor



Second Floor

Example 4 bed/7 person house
Separate kitchen and dining

OUR OFFER TO TENANTS

Neighbours who want to stay living near to each other will be moved together.

The Details

New homes will be built in phases so residents that want to stay in Aberfeldy can move once to their new home. Tenants will be asked to choose which new home they want to move to. If more than one tenant wants the same property, priority will be decided based on the lettings policy. Neighbours who want to stay living close to each other will be moved together.

All residents will be helped to move, and will receive financial compensation. Older and vulnerable residents who need support will be helped by a dedicated team. The team will help with everything that needs to happen to move home, from packing-up belongings to paperwork and dealing with utility companies.

Home Size

Every tenant would move to a home that meets their needs. It will be the right size, and designed for health concerns. New homes will, at a minimum, be like-for-like for number of floors, floor area and number of bedrooms. Tenants who are overcrowded would move to a larger home the right size for their family. Their choice will be new build on Aberfeldy, or another home elsewhere in Tower Hamlets.

Tenants who are under-occupying could choose to move to a smaller or same size home, depending on what they want. If they prefer to move away from Aberfeldy, they could only be offered a home of the size they are assessed as needing.

Move Away

Some residents may want to move away from Tower Hamlets. Poplar HARCA only owns homes in Tower Hamlets so it will support tenants by contacting housing providers in other areas on their behalf.



Compensation

All households would receive a statutory home loss payment (currently £6,300) plus reimbursement for the cost of moving. If you owe rent, service charges or other money to Poplar HARCA, this will be deducted from your home loss payment.

Poplar HARCA will arrange or pay for:

- ✦ Removals, which will be arranged by Poplar HARCA
- ✦ Disconnection & reconnection of cookers, washing machines and dishwashers which will happen on the day you move
- ✦ Redirection of mail
- ✦ Telephone reconnection
- ✦ TV reconnection
- ✦ Broadband reconnection
- ✦ Replacing floor & window coverings
- ✦ Replacing white goods that cannot be accommodated in the new kitchen

Poplar HARCA does not pay residents' council tax or water bills (which by law will be metered in new homes), which could cost more or less when you move depending on the property size, the number of people who live with you and eligibility for financial support from the Council.

Poplar HARCA tenants who move to another Poplar HARCA home would get a new tenancy with the same rights and obligations as their current tenancy. If they currently pay social rent they will pay social rent for their new home.

This means the new rent is likely to be higher than you pay now because you will be moving to a new home and rents normally increase each year. Moving to a larger or smaller home will also mean the rent will be higher or lower based on the formula rent for the property size.

Social rent is set according to a Government-approved formula, can only increase annually in accordance with Government guidance and has a regulated capped maximum. Between 2016 and 2020 social rents had to decrease by 1% each year. Current guidance states that social rent cannot increase by more than the September Consumer Price Index figure (CPI) plus 1%.

Tenants with a protected right-to-buy, would retain the right-to-buy.



OUR OFFER TO RESIDENT LEASEHOLDERS

Resident homeowners who have lived in the property for at least the twelve months prior to the landlord offer date (23 September 2020) can buy a new home in Aberfeldy based on them using the purchase price of their current home plus a home loss payment.

If they cannot afford to buy outright, they can buy a 'share' without ever having to pay rent on the remaining share. The new lease will be for 125 years, with the same rights and obligations as the current lease e.g. to sub-let the property.

The way it works is:

Poplar HARCA will buy your current home at full market value independently assessed by a RICS qualified valuer. Poplar HARCA will contribute to the cost if you want to appoint your own RICS qualified valuer to negotiate the value on your behalf. Once the value is agreed, you will also receive an additional 10% home loss payment.

The new homes are likely to be more expensive than your current home. If you can afford to buy outright, then you can do so. If you can't afford to buy outright, Poplar HARCA will buy the property with you.

You can sell the property whenever you want. If you have sub-let the property or assigned the lease at any stage during the period, then you will have to pay back all of Poplar HARCA's share. If you have continued to live in the property as your only or principle home, then you will have to pay back some of Poplar HARCA's share.

Here are some examples of how it may work:

- ❖ **If you have sub-let the property at any stage during the period, or you sell in years 1-2, you pay back to Poplar HARCA 100% of the value of its share.**

Example: The property is worth £400K. Poplar HARCA has a 30% share which is worth £120K. When you sell you would pay Poplar HARCA £120K.

- ❖ **If you sell in years 3-5 you pay back to Poplar HARCA 95% of the value of its share.**

Example: The property is now worth £410K. Poplar HARCA has a 30% share which is worth £123K. When you sell you would pay Poplar HARCA £116,850.

- ❖ **Example: The property is now worth £420K. Poplar HARCA has a 30% share which is worth £126K. When you sell you would pay Poplar HARCA £113,400.**

Example: The property is now worth £420K. Poplar HARCA has a 30% share which is worth £126K. When you sell you would pay Poplar HARCA £113,400.

- ❖ **If you sell after 7 years, you pay back to Poplar HARCA the value of its share minus £100,000.**

Example: The property is now worth £430K. Poplar HARCA has a 30% share which is worth £129K. When you sell you would pay Poplar HARCA £29K.



OUR PROMISE

- ❖ You won't ever have to pay rent on the share you do not own.
- ❖ You won't ever have to pay interest on the share you do not own.
- ❖ You can buy the share you don't own at any time at the market value independently assessed by a RICS qualified valuer.

OUR OFFER TO RESIDENT LEASEHOLDERS

Poplar HARCA will pay or arrange for:

- Removals, which will be arranged by Poplar HARCA
- Disconnection & reconnection of cookers, washing machines and dishwashers which will happen on the day you move
- redirection of mail
- Telephone reconnection
- TV reconnection
- Broadband reconnection
- Replacing floor and window coverings
- Replacing white goods that cannot be accommodated in the new kitchen
- Replacing fitted furniture or fittings

Poplar HARCA does not pay residents' council tax or water bills (which by law will be metered in new homes), which could cost more or less when you move depending on the property size, the number of people who live with you and eligibility for financial support from the Council.

Ground rents will never be more than £10 a year for existing leaseholders, and for tenants with a protected Right-to-Buy who buy their new home.



OUR OFFER TO NON-RESIDENT LEASEHOLDERS AND FREEHOLDERS

Poplar HARCA will buy your property at full market value independently assessed by a RICS qualified valuer.

Poplar HARCA will contribute to the cost if you want to appoint your own RICS qualified valuer to negotiate the value on your behalf. Once the value is agreed, you will also receive an additional 7.5% home loss payment.

Poplar HARCA will also pay the reasonable costs associated with legal charges, changing your mortgage, plus Stamp Duty to the equivalent value of the property being sold.

Poplar HARCA will pay or arrange for:

- Removals, which will be arranged by Poplar HARCA
- Disconnection & reconnection of cookers, washing machines and dishwashers which will happen on the day you move
- Redirection of mail
- Telephone reconnection
- TV reconnection
- Broadband reconnection
- Replacing floor and window coverings
- Replacing white goods that cannot be accommodated in the new kitchen
- Replacing fitted furniture or fittings



ANYONE WHO HAS BEEN ON THE HOUSING LIST FOR OVER A YEAR

We know how important and personal your home is, so we will meet with every household to agree their housing options.

No one will be made homeless if residents vote for regeneration.

If you currently rent privately or your housing application is with Tower Hamlets Council's Housing Options Team then you are guaranteed an equivalent Poplar HARCA tenure.

Depending on personal circumstances and preferences, options may include a Poplar HARCA tenancy, private rented accommodation, low cost home ownership, or moving away from the local area by bidding on the Home Seekers website.



MORE HOMES

The Details

Mix of homes

We want as many of the new homes we build as possible to be social rent, affordable and shared ownership. This is because we want to provide housing choices for local people, and others who want to move to Aberfeldy West.

We will provide at least the same number of social rent homes as are demolished.

Homeownership

All tenants would have priority for new shared ownership homes. Because you buy only a share of the property this can make home ownership affordable to more people. Over time and as you can afford it, you can then buy more shares until you own 100%.

OUR PROMISE

- ❖ Rent for social tenants who move to the same size home as if you hadn't moved
- ❖ Options to suit every resident homeowner



Service charges

Service charges will increase by no more than the Consumer Price Index (CPI) in the first two years.

Service charges pay for things like caretaking, grounds and lift maintenance, and cleaning and lighting communal areas. If you are a tenant you currently pay a service charge with your rent. Leaseholders also pay a service charge. We can only charge for the services we provide, and charges are based on the cost of services to each block. Contractors are appointed on a competitive basis, and we continuously strive to work efficiently so charges offer good value for money.

BEAUTIFUL AND USEABLE PUBLIC SPACES



The Details

We know how important it is that where you live looks, feels and is safe and clean. With residents' help we will design Aberfeldy West so that everyone can enjoy it, and so it promotes health and wellbeing.

Community Safety

We have an opportunity to use residents' experience to design-out crime hotspots, and design-in measures so Aberfeldy West is, looks and feels safer.

The look and feel of the public realm is important. We will design-out blind spots, rat runs, underpasses and wasted spaces. We will design-in well-lit and overlooked open spaces. There will also be traffic calming measures to keep vehicle speeds down. Aberfeldy West will be designed to secure-by-design Gold standard. CCTV and smart lighting will be installed where needed. Lighting in internal communal areas will be on when needed, and not on a motion-sensor.

Green and play spaces

Accessible spaces that promote health, wellbeing and creative play are important to residents, and so are a focus of the design of the new estate. With residents we would create a child-friendly estate design, prioritising children's experiences of play, the public realm and landscapes.

Millennium Green, Leven Road Open Space and Braithwaite Park could be improved and connected together by a new 'Healthy Street'. New open spaces would also be designed, with residents helping to decide where these spaces should be and how they are used, such as a separate area for dogs, play spaces and open spaces.

OUR PROMISE

- Existing Poplar HARCA parking permits guaranteed
- Safer streets through better design

Parking

We know how important safe and convenient parking is, so residents who have a current estate permit would continue to have a permit, and our residents would continue to have priority for available parking.

However, planning policy requires new build schemes to be car-free. This means that residents moving in to Aberfeldy from elsewhere will not be able to apply for on-street parking. Subject to availability, residents moving in can apply for estate parking, but current residents will have priority. The current idea is for a mix of street parking, estate parking bays in front of homes and secure undercroft parking. We will also take the opportunity to put in charging points for electric cars, and install secure bicycle storage.



The Council's parking policy is subject to change, but it currently states that when you move you will not normally be eligible for on-street parking unless you have a Blue Badge, or meet eligibility criteria.

The current eligibility is:

- You are overcrowded, and move to a larger social rent home with 3 or more bedrooms, and you had a parking permit for at least twelve months prior to moving.



INFRASTRUCTURE, SHOPS AND OTHER FACILITIES

The Details

Facilities need to be built in the best place to provide the best service to residents.

The Community Infrastructure Levy is a planning charge that will have to be paid to the Council if the regeneration goes ahead. The money is used to help deliver infrastructure projects that benefit local communities. We would lobby Tower Hamlets Council to spend the levy on Aberfeldy West to benefit local residents.

Cafés

Having welcoming places where people can relax, have something to eat and catch-up with friends is an important part of any community. New café spaces would provide good quality, healthy food and sociable spaces for people of all ages and interests.

Community

The Aberfeldy Centre is well-used, so designing and building its replacement to be the heart of the area will be vital. We have already planned for a larger space with a wider range of facilities. We want Aberfeldy West residents to help us to get it right.

Connectivity

Improved east-west connectivity across the A12 and to the River Lea through collaborative working with neighbouring developers.

Environment

A better environment for residents with more trees, better parks and green spaces, safe playable streets and walking any cycling.



Faith facilities

Well-designed and purpose-built faith facilities in the right locations can support faith organisations to better connect with, and provide services to, the wider community.

Health facilities

Good health and wellbeing are key to creating a happy and successful community. We will make sure health is a priority. A new Health Centre is under construction in the Aberfeldy Village, and our idea to incorporate a 'Healthy Street' and being able to get everything you need within a 5 minute walk. This would encourage walking, cycling and more active lifestyles.

Roads

We will review and redesign roads, traffic flow, and pedestrianised areas and consider where traffic calming measures would be most effective. This will mean safer access in and the surrounding area of Aberfeldy West. Most importantly, we will define and prioritise access for emergency services and refuse collections.

Schools

We will talk to local schools to explore the opportunities regeneration could provide for local children's education, health and wellbeing.

Shops

Regeneration would offer shops in better locations providing business opportunities for existing and new retailers.

We will also make sure to create good connections throughout the neighbourhood: to existing shops, to workspace and to the improved Aberfeldy Street.

Employment/workspace

Regeneration would create new workspace and employment opportunities for independent local businesses, creative spaces for fashion makers and sellers and multi-functional spaces for events and exhibitions. These spaces would be flexible and adaptable for the creative industries and enterprise.

We will provide training to build local skills and experience to make sure these opportunities are accessible to our local community.

AN ALREADY STRONG AND THRIVING COMMUNITY SUPPORTED TO GROW

The Details

The main reason to regenerate Aberfeldy West is to provide more and better opportunities for its community.

Building new homes and facilities will make Aberfeldy West look great, and we want to make sure that everyone enjoys living there.



Community initiatives and projects

We have a proud track record of providing and enabling community projects and events. We'll continue to do this throughout the regeneration, and we're really excited about the opportunities that a new and improved Aberfeldy Centre would offer. As well as offering a greater range of services to local residents, the Community Centre will work in close partnership with our local GPs to make sure that your wellbeing is at the heart of everything we do.

As always, we need your advice and support about what we should be doing.

OUR PROMISE

- ❖ Keep the community together
- ❖ Additional social rent homes
- ❖ A thriving community space that is the heart of the community

Connecting the wider community

Change can be a catalyst for bringing people together. This regeneration proposal is the result of residents telling us what they want. It has encouraged conversations, and made people think actively about what's special about where they live and their community.

Health and wellbeing

During the consultation, residents wanted to know how regeneration could support mental and physical health. Quality new homes, green spaces and health facilities will aid wellbeing, and support initiatives to tackle loneliness and isolation. A larger purpose-built health centre linked to a community café will provide opportunities to enhance everyone's wellbeing and provide high quality healthcare to those who need it.

Young people

The housing crisis, particularly in London, is especially acute for young adults starting out. More affordable homes, advice and support, and employment and business opportunities would all make Aberfeldy West attractive and available to local young people.



BUILDING WORK WILL BE SENSITIVE TO THE IMPACT ON RESIDENTS AND THE ENVIRONMENT

The Details

There's no way to carry out a regeneration project without disruption. Using our experience from other projects, and what residents have told us, we will phase works carefully to keep the area safe, clean and working for residents whilst works are underway. Residents can stay in their home during works, then move once to their new home. Disruption, noise, dust and construction traffic will be carefully planned, controlled and monitored with rules in place for the times of day that noisy or disruptive works will be done.

Ongoing Consultation

Your Residents' Steering Group, and all residents that want to, will continue to play a key role in shaping plans. Poplar HARCA promises to continue to talk with and involve residents at every stage, and provide regular updates to everyone affected. The Independent Residents' Advisor would continue to work with and support residents in making key decisions as the project progressed.



ESTIMATED TIMESCALES

If residents vote yes to regeneration in the ballot, this timeline shows the likely timings for when we could deliver each phase of the development, based on statutory timescales and processes, but is not guaranteed. The phasing is subject to planning guidance.

Ballot approved	October 2020
Development plan and phase 1 planning submission	March or April 2021
Development plan outline planning approval and phase 1 approval	March 2022
Phase 1	Start on site: April 2022 Completion: March 2024
Phase 2	Start on site: July - September 2023 Completion: July - September 2026
Phase 3	Start on site: October - December 2025 Completion: July - September 2028
Phase 4	Start on site: January - March 2028 Completion: July - September 2030



FULLY INDEPENDENT BALLOT

Civica Election Services (CES), formerly known as Electoral Reform Services (ERS), have been appointed to run an independent ballot.

They will ensure that the ballot is run securely, independently and in line with Greater London Authority (GLA) guidance. They will post out ballot papers to residents, collect, audit and count votes, and announce the results.

Details of who is eligible to vote are on **page 6**.

When to vote

Your ballot paper will be hand delivered on **Wednesday 23 September 2020** and you can vote as soon as your ballot paper arrives. You have three weeks to cast your vote, until the ballot closes at **5pm on Friday 16 October 2020**. Any votes received after this deadline will not be counted.

By post, telephone or online

Those eligible can vote by post, using the pre-paid reply envelope enclosed with the ballot paper, by telephone on **0800 197 4624** or online at **cesvotes.com/AW**

If you choose to vote by post, please allow enough time for your ballot paper to arrive. You will need to put it in a post box by **Wednesday 14 October 2020** so that it is received in time before the 5pm, 16 October 2020 deadline.

Ballot box

We're providing a ballot box which will be open for two days during the ballot period. The opening times and location of the ballot box are:

- 10am to 6pm on **Wednesday 23 September 2020**
- 10am to 5pm on **Friday 16 October 2020**
- At **43 Aberfeldy Street, E14 ONU, to the left of Londis**

What to do if you don't receive your ballot paper or if you are away

If your ballot paper doesn't arrive, or if you would like more information about voting, you can contact CES on **020 8889 9203** or **support@cesvotes.com**

THE BALLOT QUESTION

When the Ballot papers are issued, residents will be voting on the following question:

“Are you in favour of the proposal for the regeneration of Aberfeldy West?”

You will be asked if you support the proposals to regenerate the estate outlined in this landlord offer document.



THE RESULT

The result of the ballot will determine the future of Aberfeldy West. There is no minimum turnout needed. 'YES' or 'NO', whichever gets the most votes will win; it's as simple as that.

The regeneration will only go ahead if the majority of residents vote 'yes' in the Ballot.

THIS IS WHY IT'S SO IMPORTANT THAT YOU USE YOUR VOTE

What happens after the vote?

CES will post an official confirmation letter to residents, to announce the result. This will be about one week after the close of voting on 16 October 2020. We will also post the result on our website: poplarharca.co.uk

If the result of the ballot is 'yes', we will start the planning application process and we will continue to have conversations with Aberfeldy West residents about major decisions including the procurement of contractors and timelines for the work.

A big thank you to everyone who has got involved and shared their ideas for your future Aberfeldy West.



Appendix D

Rent and Nominations Agreement

NOW THIS AGREEMENT WITNESSETH as follows:

1. DEFINITIONS

In this Agreement the following expressions shall have the following meanings:

<p>“Affordable Housing”</p>	<p>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;</p>
<p>“Affordable Housing Units”</p>	<p>means (insert total) residential units to be made available for Affordable Housing on the Land in accordance with the housing tenure and mix shown illustrated in the table at Appendix to this Agreement;</p>
<p>“Affordable Rented Housing”</p>	<p>means rented housing provided by an RP, that has the same characteristics as Social Rented Housing except that it 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 inclusive of service charges;</p>
<p>OR “Affordable Rented Housing”</p>	<p>means for the purposes of this Agreement rented housing provided by an RP for Occupation subject to “London Affordable Rent ” and/ or the “Tower Hamlets Living Rent” terms and the definition “Affordable Rented Housing Units” shall be construed accordingly;</p>
<p>“Affordable Rented Housing Unit(s)”</p>	<p>means () units to be made available for Affordable Rented Housing on the Land in the mix and at the rent levels identified in the table at Appendix to this Agreement;</p>
<p>“Agent”</p>	<p>means “SharetoBuy.com the Local Home-Buy service introduced by the Mayor of London to provide a one-stop-</p>

	shop for first time buyers of Shared Ownership homes for sale funded through the GLA;
“Arm’s Length Lender”	means any person that is not a parent company/undertaking or subsidiary company/undertaking within the meaning of part 38 of the Companies Act 2006;
“Borough”	means the Council’s administrative area of the London Borough of Tower Hamlets;
“Common Housing Register” and “Choice Based Lettings”	means a single housing list and lettings system shared by the Council in common with its RP partners giving access to available homes of the Council and its RP partners for rent to persons in Affordable Housing priority need;
“CPI”	means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that office, and where this Agreement refers to CPI, this shall be the figure for CPI for September of the preceding year;
“Dispose”	means to sell, let or otherwise part with possession and “Disposal” and “Disposed” shall be construed accordingly;
“GLA”	means the Greater London Authority or any successor body to their functions in respect of Affordable Housing in London;
“Intermediate Housing”	means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership housing or shared equity housing, Intermediate Rent or 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 2016;
“Intermediate Housing Units”	means [x] units to be made available for Intermediate Housing on the Land as identified in the table at Appendix to this Agreement;

“Land”	means that part of the Land at as defined in the Planning Obligation Agreement upon which the Affordable Housing Units are to be provided;
“London Affordable Rent”	means the Affordable Rent product in which homes are let at London wide benchmark rents (exclusive of Service Charge) published by the GLA on an annual basis (in accordance with the Mayor’s Funding Guidance) or where such rents are not published annually, such other low cost rent product equivalent to Target Rents, the rent levels to be agreed in writing by the Council in advance with the Council acting reasonably PROVIDED THAT in no circumstances shall the rent including Service Charges exceed the level set under the Tower Hamlets Living Rent;
“London Affordable Rent Units”	means (insert total) Affordable Housing Units to be made available for Occupation at London Affordable Rent in accordance with the housing mix shown illustrated in the table at Appendix to this Agreement;
“Mayor's Funding Guidance”	means "Homes for Londoners: Affordable Homes Programme 2021-26 Funding Guidance" published by the Mayor of London in November 2021 or any update or replacement guidance;
“Nominations Procedure”	means the Council’s standard procedure set out in this Agreement to make nominations to Registered Providers in relation to the Affordable Housing units on the Land as set out in Clauses 3 and 4 such standard procedure being modified to include a means test on affordability as may be specified and/or amended by the Council from time to time PROVIDED THAT the Council shall not vary amend or add to the Nominations Procedure without the agreement of the Owner / RP to any such change such agreement not to be unreasonably withheld or delayed;
“Occupation”	means the occupation of the Affordable Housing Unit(s) for the designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of construction, fitting out, decoration, marketing or display and “Occupy” and “Occupied” shall be construed accordingly;

“Perpetuity Period”	means a minimum term of One Hundred and Twenty Five years from the date of Occupation of the first Affordable Housing Unit;
“Planning Obligation Agreement”	means the Planning Obligation Agreement entered into pursuant to the Planning Permission;
“Planning Permission”	means planning permission ref: PA/ / as modified or varied from time to time;
“Practical Completion”	means the date that the certificate of practical completion is issued by the architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Affordable Housing Units;
“Registered Provider” or “RP”	means a provider of Affordable Housing registered as such by the RSH under section 111 of the Housing and Regeneration Act 2008 and approved by the Council such approval not to be unreasonably withheld or delayed;
“Regulator of Social Housing (RSH)”	means the successor in functions to the Homes and Community Agency (HCA) responsible for the regulation of registered providers of social housing in England or any successor body having such functions;
“Rent Standard”	means levels of rents determined in accordance with the Welfare Reform and Work Act 2016 and the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 or any successor rent standard or legislation issued from time to time;
“Service Charges”	means such fair and reasonable charges as are payable by the Owner for the provision of services to the Affordable Housing Units including any annual increases in such charges;
“Shared Ownership”	means a form of Affordable Housing provided by an RP in which the occupier owns a share of the property and the remainder of the property is owned by the RP on which the occupier may pay a rent and is entitled to purchase further shares up to 100% and which meets the affordability criteria referred to in the supporting text of Policy 3.10 of the London Plan 2016;

“Social Rented Housing”	means rented housing owned and managed by local authorities or RP’s, for which guideline Target Rents are determined in line with the Rent Standard;
“Social Rented Housing Unit(s)”	means [x] Affordable Housing Units to be made available for Social Rented Housing on the Land;
“Substitute Nomination”	means the written notification served on the Council by the Owner advising of the immediate availability of a substitute Social Rented Housing Unit and/or an Affordable Rented Housing Unit pursuant to the terms of clause 4 of this Agreement;
“Target Rents”	means rents for Social Rented Housing calculated in accordance with the formula rents set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;
“Tower Hamlets Living Rent”	means an Affordable Rented Housing Product (inclusive of service charge) where homes are let at Borough wide rent levels published by the Council annually and calculated with reference to one third of median local incomes in the Borough or where such rent levels cease to be published annually by the Council let at the last published rent level and indexed as permitted for Affordable rented Housing within the Rent Standard from time to time or such other rent level as may be agreed in writing with the Council;
“Tower Hamlets Living Rent Units”	means (insert total) Affordable Housing Units to be made available for Occupation subject to Tower Hamlets Living Rent in accordance with the housing mix shown Illustrated in the table at Appendix of this Agreement.

2. GOVERNING LEGAL PROVISIONS

2.1. This Agreement is entered into pursuant to:

- (a) Section 16 of the Greater London Council (General Powers) Act 1974; and
- (b) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and
- (c) All other powers enabling in that behalf.

- 2.2. Any reference to a statute in this Agreement includes any statutory extension modification amendment or re-enactment thereof and also includes rules instruments regulations or orders made under it.
- 2.3. This Agreement shall bind the Owner and its successors in title (save as provided by clause 10 of this agreement) for the Perpetuity Period.

3. THE OWNER'S COVENANTS

The Owner covenants and undertakes to the Council in relation to the Social Rented Housing Units/Affordable Rented Housing Units that for the Perpetuity Period the Owner shall:

RENTAL NOMINATIONS PROCEDURE

- 3.1. ensure that the Social Rented Housing Units/Affordable Rented Housing Units are only Occupied as housing for:
 - (A) residents of the Borough; or
 - (B) people who are on the Council's Common Housing Register but not necessarily resident in the Borough.
- 3.2. Sign up to participate and comply with the terms of the Council's Common Housing Register and Choice Based Lettings procedure as defined by the Council from time to time, PROVIDED THAT if the Council's Common Housing Register and Choice Based Lettings procedure is no longer in operation the Owner will comply with the remainder of this Clause 3.
- 3.3. Apply to the Council for nominations to the tenancies of 100% of the Social Rented Housing Units/Affordable Rented Housing Units under the Nominations Procedure a minimum of two months before the Social Rented Housing Units/Affordable Rented Housing Units first become available for letting.
- 3.4. Apply to the Council for a nomination to every tenancy using the Nomination Procedure on every occasion that a Social Rented Housing Unit/Affordable Rented Housing Unit becomes available for subsequent letting by the Owner.
- 3.5. Accept the nominee of the Council as tenant in accordance with the Nominations Procedure on each occasion under Clauses 3.3 and 3.4 above and the Owner shall in case of rejection re-offer the right to nominate to the Council under the Nominations Procedure.

3.6. If there has been insufficient referrals or insufficient take up so that there are a number of Social Rented Housing Units/Affordable Rented Housing Units still available, then the above procedure shall be repeated PROVIDED THAT if:

3.6.1. by two weeks prior to Practical Completion of the Social Rented Housing Units/Affordable Rented Housing Units there are a number of units that remain unlet; or

3.6.2. on a subsequent letting in the event that a Social Rented Housing Unit/Affordable Rented Housing Unit remains un-let after a period of four weeks from the receipt of the Owner's second request for nominations to that unit.

then the Owner shall be entitled to offer any such Social Rented Housing Unit(s)/Affordable Rented Housing Unit(s) to people in housing need who have not been referred by the Council PROVIDED THAT for the avoidance of doubt the procedure in this Clause 3 shall apply on every subsequent letting FURTHER PROVIDED THAT nothing in this Agreement shall require the Owner to accept any nominee who does not fall within:

(a) the Owner's objects; or

(b) the Owner's policy on allocations or referrals; or

(c) any reasonable criteria from time to time established by the Owner which should be satisfied by any tenant seeking a tenancy from the Owner.

3.7. Subject to Clause below and any changes in legislation the Owner shall not Dispose of the Social Rented Housing Units/Affordable Rented Housing Units.

4. SUBSTITUTE SOCIAL RENTED HOUSING UNITS/AFFORDABLE RENTED HOUSING UNITS

The Owner covenants and undertakes to the Council in relation to the Social Rented Housing Units/Affordable Rented Housing Units that for the Perpetuity Period the Owner shall not Dispose of an Affordable Rented Housing Unit unless it complies with the entirety of this clause 4:

In the event that the Owner wishes to Dispose of an Affordable Rented Housing Unit it shall:

4.1. notify the Council of its intention to do so and make available for nomination under the Nominations Procedure a Substitute Nomination at least 28 days before completion of its Disposal of the Social Rented Housing Unit(s)/Affordable Rented Housing Unit(s).

4.2. The substitute Social Rented Housing Unit(s)/ Affordable Rented Housing Unit(s) shall be:

- (a) of a size equal to or larger than the rented unit proposed to be disposed of when measured by reference to size and number of habitable rooms; and
- (b) within the boundaries of the Borough; and
- (c) in tenantable repair and condition; and
- (d) not subject to any other nomination right owed to the Council; and
- (e) not subject to any restriction on nomination by reference to the type of tenant who may be nominated (requirements that it be used for persons in necessitous circumstances or other income restrictions of a like kind excepted); and
- (f) available for letting on the terms set out in Clause 4 hereof for the remainder of the period until the expiry of this Agreement; and
- (g) similar in its provision of such amenities as pertain to the Social Rented Housing Unit(s)/ Affordable Rented Housing Unit(s) proposed to be Disposed of.

4.3. The Owner shall before the Disposal of the Social Rented Housing Unit(s)/ Affordable Rented Housing Unit(s) for which the Substitute Nomination has been made execute and deliver to the Council documents containing covenants (to be in a form reasonably satisfactory to the Council) similar and relevant in all respects to the terms of this Agreement and binding the Substitute Nomination unit to be held under this Agreement (including the obligation to provide the Substitute Nomination unit for the Perpetuity Period).

4.4. If the Council objects in writing within 14 days of receipt of the Substitute Nomination that in its reasonable opinion any of the criteria set out in Clause 4.2 are not satisfied, then the Disposal of the Social Rented Housing Unit(s)/ Affordable Rented Housing Unit(s) shall not take place until either the Council withdraws its objection or the matter has been determined by a third party agreed between the parties or if not agreed within 14 days then appointed by the President for the time being of the Chartered Institute of Housing.

4.5. The third party referred to in Clause 4.4 shall act as an expert and shall be obliged to consider representations from both sides except that if either party has not made representations within 14 days of a request in writing by the third party he may proceed without considering such representations AND the third party shall be entitled to rely on his own experience and on whatever other evidence he chooses and shall produce a reasoned report stating whether in his view the criteria are met in full or are not met in full and his decision shall be binding on both parties and he may award costs as he sees fit (but if no such decision as to costs is made, then his costs shall be borne equally by the parties).

4.6. In the event that the Council does not object within 14 days or the third party accepts that the criteria are met, the Disposal of the relevant Affordable Rented Housing Unit may proceed, provided that the Substitute Nomination is made available for nomination under the terms of this Deed.

4.7. In the event that the Owner agrees with the objection or the third party decides that any of the criteria set out in Clause 4.2 are not met then the Owner may at its own option:

4.7.1.abandon the Disposal of the Social Rented Housing Unit(s)/Affordable Rented Housing Unit(s); or

4.7.2.notify the Council of another Substitute Nomination.

4.8. It is hereby agreed that on delivery of the Substitute Nomination documents referred to in Clause 4.3 hereof, the Social Rented Housing Unit(s)/ Affordable Rented Housing Unit(s) referred to therein shall thenceforth be freed from the covenants and undertakings contained in Clause 3 of this Agreement and this Agreement shall thereafter be construed as though the Substitute Nomination was a[an] Social Rented Housing Unit(s)/Affordable Rented Housing Unit(s) within this Agreement for all purposes AND in addition to the provisions of Clause 10 hereof a memorandum to that effect shall be endorsed on this Agreement.

5. RENT LEVELS – SOCIAL RENT

The Owner hereby undertakes and covenants in relation to the Social Rented Housing Units that for the Perpetuity Period:

5.1. The rent payable in respect of each of the Social Rented Housing Units on first letting shall not exceed the Target Rents as defined by the RSH or its successor PROVIDED THAT in the event that rent levels are no longer governed by the RSH or its successor the provisions of the remainder of this Clause 5 shall have effect.

5.2. The rent levels:

5.2.1 shall not be altered except as set out below following a review which is to be implemented in April of each year by the Owner (“the Annual Review”) starting from the 1st April in the year after Practical Completion of the construction of the Social Rented Housing Units is achieved; and

5.2.2 shall not include the Service Charges which the Owner shall apportion between and charge to the Social Rented Housing Units and the other units at the Land in its normal manner.

5.3. In accordance with the Annual Review on the 1st of April the Owner shall either raise or lower the rent by no more than CPI + 1% unless one or more events set out in Appendix hereto shall occur in respect of any of the Social Rented Housing Units in which case the rent of the particular Social Rented Housing Unit may be adjusted by the amount calculated in accordance with the criteria set out in Appendix hereto.

- 5.4. The Owner shall comply with this Clause 5 for the length of term of the tenancy under which they hold the Social Rented Housing Units in respect of each of the Social Rented Housing Units unless one or more of the events set out in Appendix hereto shall occur in respect of any Social Rented Housing Units upon which event that Social Rented Housing Units shall be released from the undertakings and covenants hereby given.
- 5.5. In the event that the Owner may carry out improvements to one or more of the Social Rented Housing Units or increases or decreases services to any of the Social Rented Housing Units, the cost of providing these improvements and/or of providing or not providing such services shall be agreed between the parties hereto upon a notice to allow a rent change being served by the Owner and, in default of agreement within 14 days of receipt thereof, either the Council or the Owner may immediately after the expiry of that period refer the matter to an arbitrator (“the Arbitrator”) to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors (or in his absence a vice-president thereof)) whose decision shall be final and binding on the parties (save in the case of manifest error) and his costs shall be payable by the parties in such proportions as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 5.6. The Owner or the Council may serve a notice to allow a rent change at any time after a qualifying event (as set out in Appendix hereto) has been proposed or implemented by service of the notice on the other party, which notice must be in writing and state that it seeks to vary the rent of a Social Rented Housing Unit and it must identify the relevant Social Rented Housing Unit and the proposed change and be signed by the senior finance officer of the Owner.
- 5.7. On service of the notice to allow a rent change, the Owner shall provide reasonable access to its financial records to the Council and its officers or agents and for the avoidance of doubt all invoices, estimates internal memos and books of account shall be included in the term “financial records” and the Council shall be entitled to examine these records and take photocopies of any documents it considers desirable to photocopy SAVE THAT the Council unless such documents are otherwise in the public domain shall treat such documents and any information derived from them and any copies confidential and shall not disclose such information copies or documents to any other person.

6. RENT LEVELS – AFFORDABLE RENT

The Owner hereby undertakes and covenants in relation to the Affordable Rented Housing Units that for the Perpetuity Period:

- 6.1. The rents inclusive of Service Charges for first lettings of any Affordable Rented Housing Unit shall be subject to an annual rent increase of CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September) on top of the amounts set

out in the table at Appendix PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the revised weekly rents and the Council shall act reasonably when agreeing the revised weekly rents with reference to its annual revised Affordable Rent levels assessed as affordable for local residents on average incomes.

- 6.2. The rents inclusive of Service Charges for any subsequent lettings or 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 amounts set out in the table at Appendix subject to the permitted maximum annual rent increase of CPI + 1% (calculated from the date of this Agreement) PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the amounts of the revised weekly rents and the Council shall act reasonably when agreeing the revised weekly rents, with reference to its annual revised Affordable Rent levels assessed as affordable for local residents on average incomes.
- 6.3. The parties to this agreement agree that if at any time the Rent Standard applicable in any given year permits indexation by reference to an index other than CPI or at a different amount then for the purpose of Clauses 6.1 and 6.2 the Owner shall be entitled to index the amounts set out in Appendix by the amount permitted for that year in accordance with the Rent Standard (subject to the written agreement of the Council that is required under those clauses).
- 6.4. The Owner will comply with this Clause 6 for the length of term of the tenancy under which they hold the Affordable Rented Housing Units in respect of each of the Affordable Rented Housing Units unless one or more of the events set out in Appendix hereto shall occur in respect of any Affordable Rented Housing Unit upon which event that Affordable Rented Housing Unit shall be released from the undertakings and covenants hereby given.

7. INTERMEDIATE HOUSING REFERRALS

In relation to the Intermediate Housing Units, the Owner covenants with the Council for the Perpetuity Period:

- 7.1. Not to permit the Intermediate Housing Units to be used other than for Shared Ownership purposes only unless otherwise agreed in writing by the Council not less than six months prior to Practical Completion of the Intermediate Housing Units.
- 7.2. Not to Dispose of the Intermediate Housing Units unless otherwise agreed in writing by the Council under other than by way of a Lease which includes provision:
 - (a) for the annual review of rent; and
 - (b) permits the tenant to acquire 100% of the equity in the unit

PROVIDED THAT the annual rent excluding Services Charges in the Lease shall equate to not more than 3% of the value of the retained equity or such other greater figure as may from time to time be agreed or specified by the RSH and in this context the value of the unit shall be determined upon the assumption that the unit may be let or sold in the open market free of any restriction or condition limiting the use of the unit to Affordable Housing.

- 7.3. In the event that the Council requires the value of the retained equity (as referred to in Clause 7.2 above) to be agreed the Parties shall use all reasonable endeavours to agree to such value but in the event of default of agreement it shall be determined by an independent surveyor having at least five years' experience in the valuation of housing within the London area and to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy.
- 7.4. Within 6 months prior to the anticipated date of Practical Completion of the Intermediate Housing Units to give notice to the Council and the Agent of the proposed date of Practical Completion of the Intermediate Housing units and to ensure that details of the Intermediate Housing Units are registered on the Agent's website.
- 7.5. To ensure that all applicants being considered for an offer of an Intermediate Housing Unit, whether contacted through the Agent or through other sources, meet the income eligibility criteria as stated in the supporting text of policy 3.10 of the London Plan 2016.
- 7.6. To ensure that offers are made strictly in accordance with the Council's priorities which are as follows:
 1. Public Sector Tenants being those tenants living in accommodation owned by the Council or a Registered Provider as registered pursuant to section 111 of the Housing and Regeneration Act 2008 in Tower Hamlets and wholly releasing accommodation to which the Council has nomination rights.
 2. Leaseholders in blocks being decanted in anticipation of demolition who have a right to be re-housed by the Council.
 3. People registered on the Council's Common Housing Register or waiting list.
 4. Other Council residents who may not release Council accommodation when they move.
 5. Others living in the Borough in rented accommodation or living with family or friends who do not appear on the Council's Common Housing Register.
 6. People with strong connections by family ties within the Borough.
 7. People who have permanent employment in the Borough
- 7.7. The Owner shall make an assessment of the nominations supplied by the Agent and consider whether offers may be made and will make appropriate offers and notify the Council and the Agent accordingly.

8. SERVICE CHARGES

The Owner shall use reasonable endeavours (to the extent within its control) to ensure that any Service Charges for the Social Rented Housing Units and the Affordable Rented Housing Units are fair and reasonable and shall comply with the Rent Standard and/or other statutory guidelines as may pertain from time to time in relation to the services provided by the landlord of the aforementioned units.

9. RECYCLING OF CAPITAL RECEIPTS

- 9.1. In relation to the Social Rented Housing Units/Affordable Rented Housing Units, and subject to any requirements of the RSH or GLA, if the matters referred to in Appendix hereto occur, then any Disposal proceeds or insurance payments relating to rebuilding costs received by the Owner in relation to the Social Rented Housing Units/Affordable Rented Housing Units to which the specified event occurs being (a) payment of the value of the Social Rented Housing Units/Affordable Rented Housing Units in the case of compulsory purchase; or (b) payment by an insurance company of the reinstatement value in the case of the destruction of a Social Rented Housing Unit/Affordable Rented Housing Unit (but in either case excluding (1) any sum due in respect of any charge or other loan on the Social Rented Housing Units/Affordable Rented Housing Units; or (2) the cost of demolition and clearance of any site so far as this is not covered under the terms of the insurance), shall be used by the Owner to provide new Affordable Housing in the Borough and the Owner shall use all reasonable endeavours to provide new Affordable Housing within four years of the date of the receipt by the Owner unless otherwise agreed in writing with the Council which agreement will not be unreasonably withheld or delayed.
- 9.2. The Owner covenants that the stair-casing receipts received by the Owner (net of an amount equal to the Owner's valuation of the Shared Ownership Unit at practical completion) in relation to each Shared Ownership Unit together with all interest thereon shall (subject to any the RSH or GLA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the Borough if development or acquisition opportunities become available and the RSH or the GLA or their nominee informs the Owner of these opportunities in writing.
- 9.3. If the Owner is required to dispose of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit 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 then any capital receipts shall (subject to any RSH or GLA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the Borough if development or acquisition opportunities become available and the RSH or the GLA or their nominee informs the Owner of these opportunities in writing.

10. EXEMPTIONS

It is hereby agreed by the Council and the Owner that the terms of this Agreement shall:

- 10.1. not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT :
- a) such mortgagee or Chargee or any other person appointed under any such security documentation described herein is an Arm's Length Lender; and
 - b) such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing; and
 - c) such mortgagee or charge shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
 - d) if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing free from the provisions in this Agreement which provisions shall determine absolutely
- 10.2. Cease to apply to any part or parts of the Land which are transferred or leased by any mortgagee referred to in Clause 10.1 above or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner
- 10.3. Cease to apply to any completed residential units where the Owner 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.
- 10.4. Cease to apply to any completed residential units where the Owner sells to a tenant through Social Homebuy funded under Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof.

- 10.5. Clauses 3.1 to 3.7 shall cease to apply to any Social Rented Housing Unit(s)/Affordable Rented Housing Unit(s) funded by the GLA for which rights to nominate tenants are allocated to another borough under the GLA's funding conditions PROVIDED THAT if these conditions are removed at any time, the nomination rights will revert to the Council.
- 10.6. Cease to apply to any Shared Ownership dwelling where the lessee staircases to 100% of the equity of that dwelling.
- 10.7. Any mortgage of the owner of any Intermediate Housing

11. NOTICES

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

12. GENERAL COVENANTS AND UNDERTAKINGS

The Owner covenants and undertakes to the Council that:

12.1. the Owner shall use reasonable endeavours to ensure that:

- (a) the tenants of the Social Rented Housing Units/Affordable Rented Housing Units do not (save where such action is permitted by law and the RSH Tenants Charter) at any time part with possession of, sublet or assign an Social Rented Unit (or any part of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit); and
- (b) no tenant of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit remains a tenant of the Owner if the tenant is found to have fraudulently given information to either the Council or the Owner in order to become a tenant of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit which has a substantial influence on the decision to grant a tenancy of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit to that person.

12.2. All units are categorised in accordance with the Borough's Accessible Housing Register prior to letting.

12.3. At least 10% of Affordable Housing Units are to be wheelchair accessible or capable of being easily adapted for wheelchair use.

12.4. All Affordable Housing Units designated wheelchair accessible are marketed a minimum of six months prior to Practical Completion to enable the needs of incoming tenants to be taken into account as far as possible during the fit-out of the unit.

12.5. The Owner shall on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of Pounds (£) no VAT payable.

13. MISCELLANEOUS

The Council and the Owner hereby agree that:

13.1. If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.

13.2. A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.3. The consent or approval of the purchaser tenant and/or occupier of any Affordable Housing Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.

13.4. This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

14. DISPUTE RESOLUTION

SAVE FOR Clauses 4.4 and 4.5 above, in the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement:

(a) Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;

(b) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 14 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of

the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

15. LOCAL LAND CHARGE

This Agreement shall be registered by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

AS WITNESS hereto the parties hereto have each executed this Agreement the day and year first before written

APPENDIX

QUALIFYING EVENTS LEADING TO AN ADJUSTMENT OF THE RENT

Subject always to the provisions of:

1. In the case of major capital works carried out to the Social Rented Housing Units, the Owner may apply to the Council for approval by the Council of an appropriate increase in rent, such written approval by the Council not to be unreasonably withheld or delayed.
2. In the case of the imposition, abolition, decrease or increase in respect of a Social Rented Housing Unit of Council Tax, Residential Rates, Value Added Tax on rents or any other type of property taxation or taxation payable in respect of property rights payable by the Owner the rent may rise or fall by the amount of taxation payable or reasonably expected to be payable by the Owner for that Social Rented Housing Unit.
3. In the case of supply or cessation of supply by the Owner of services to a Social Rented Housing Unit of a type defined (or not as the case may be) in the notice of rent change, the rent may rise or fall by the cost of providing or ceasing to supply the relevant service together with an administration charge of 10%.
4. Provided that in relation to 1, 2 and 3 of this Appendix, no change shall be made in the rent charged until:
 - (a) the amount of the increase or decrease has been approved by the Council (whose approval shall not be unreasonably withheld or delayed and if not given within 15 days shall be deemed to have been given); and
 - (b) at least 28 days written notice has been given to the tenant and he has been told that if he gives a Notice to Quit within 28 days his rent will not rise until his tenancy has expired.

APPENDIX

EVENTS TERMINATING THE COVENANTS AND UNDERTAKINGS AS TO RENTS IN RESPECT OF A[AN] SOCIAL RENTED HOUSING UNIT/AFFORDABLE RENTED HOUSING UNIT

1. Purchase of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit under a compulsory purchase order or private Act of Parliament whether for residential or other purposes.
2. Destruction of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit by fire or other external force in circumstances where reinstatement would be unreasonable.
3. Sale or Disposal of a[an] Social Rented Housing Unit/Affordable Rented Housing Unit in accordance with the provisions of this Agreement.]
4. Disposal by way of a legal charge or mortgage

APPENDIX

SCHEDULE OF ACCOMMODATION AT

Social Rented / London Affordable Rented

Number of Units	Beds	Tenure	Weekly Rent (exc Service Charge) on first letting
		Social Rented Housing	
		London Affordable Rented	
Total			

Affordable Rented / Tower Hamlets Living Rented Housing Units

Number of Units	Beds	Tenure	Weekly Rent (inclusive of Service Charge) on first letting
		Affordable Rented	
		Tower Hamlets Living Rented	
Total			

Intermediate Housing

Number of Units	Beds	Tenure
		Shared Ownership

Total		

THE COMMON SEAL of **THE MAYOR AND**)
BURGESSES OF THE LONDON BOROUGH)
OF TOWER HAMLETS was hereunto affixed)
in the presence of:-)

DULY AUTHORISED SIGNATORY

Position:

Signed as a Deed by affixing the Common)
Seal of)
ASSOCIATION LIMITED)
in the presence of:

AUTHORISED SIGNATORY

AUTHORISED SIGNATORY

Appendix E

Existing Businesses

1.	25 Aberfeldy Street	Perfect Fried Chicken
2.	27 Aberfeldy Street	The People Speak
3.	29 Aberfeldy Street	Boxing Club
4.	31 Aberfeldy Street	Newsagent
5.	33 Aberfeldy Street	Bike Repair Shop
6.	35 Aberfeldy Street	Pharmacy
7.	27 Aberfeldy Street	Digi-barber
8.	39 Aberfeldy Street	Aberfeldy Big Local
9.	41 Aberfeldy Street	More Life Home
10.	43 Aberfeldy Street	Development Drop-in Centre
11.	45 – 47 Aberfeldy Street	Costcutter Grocery
12.	49 – 51 Aberfeldy Street	Culloden Bangladeshi Association
13.	53 Aberfeldy Street	Woodwork Shop
14.	55 Aberfeldy Street	Chinese Takeaway
15.	36 - 38 Aberfeldy Street	Aberfeldy Islamic Cultural Centre Mosque
16.	40 Aberfeldy Street	Boxing Club
17.	42 - 44 Aberfeldy Street	Umar Grocery Store
18.	46 Aberfeldy Street	Tailor
19.	48 Aberfeldy Street	Fitzrovia Noir Exhibition Space
20.	50 Aberfeldy Street	Tommy Flowers Public House