



HERBERT SMITH
FREEHILLS
KRAMER

Dated 7th MAY 2026

THE GREATER LONDON AUTHORITY

- and -

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK

- and -

BL CW HOLDINGS LIMITED

- and -

BL CW HOLDINGS PLOT A1 COMPANY LIMITED

- and -

**BL CW PLOT A1 TRADING GP COMPANY LIMITED and BL CW PLOT A1 TRADING
NOMINEE COMPANY LIMITED as nominees for BL CW PLOT A1 TRADING LIMITED
PARTNERSHIP acting by its general partner BL CW PLOT A1 TRADING GP COMPANY LIMITED**

- and -

BL CW HOLDINGS PLOT A2 COMPANY LIMITED

- and -

BL CW HOLDINGS PLOT K1 COMPANY LIMITED

- and -

NATIONAL WESTMINSTER BANK PLC

THIRD MODIFICATION AGREEMENT

pursuant to section 2E, section 106 and section 106A of the Town and Country Planning Act 1990
in relation to land bounded by Lower Road (West), Redriff Road (South),
Quebec Way (East), Surrey Quays Road and Canada Water Dock (North)
and site at Roberts Close, London (known as Canada Water)

Herbert Smith Freehills Kramer LLP
(Local Planning Authority Reference 25/AP/0242)

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THIS DEED OF MODIFICATION is made the 7th day of MAY two thousand and twenty-six

B E T W E E N:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Chunchie Way, London, E16 1ZE (the "GLA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street, London, SE1 2QH (the "Council");
- (3) **BL CW HOLDINGS LIMITED** (company registration number 10398435) whose registered office is situated at York House, 45 Seymour Street, London, W1H 7LX (the "Developer");
- (4) **BL CW HOLDINGS PLOT A1 COMPANY LIMITED** whose registered office is at York House, 45 Seymour Street, London, W1H 7LX (company registration number 10781493) ("BLCWH A1");
- (5) **BL CW PLOT A1 TRADING GP COMPANY LIMITED** (company registration number 14279174) and **BL CW PLOT A1 TRADING NOMINEE COMPANY LIMITED** (company registration number 14279618) as nominees for **BL CW PLOT A1 TRADING LIMITED PARTNERSHIP** (a limited partnership registered in England and Wales under registered number LP022783) acting by its general partner **BL CW PLOT A1 TRADING GP COMPANY LIMITED** each of which whose registered office is at York House, 45 Seymour Street, London, W1H 7LX ("BLCWH A1 Trading");
- (6) **BL CW HOLDINGS PLOT A2 COMPANY LIMITED** whose registered office is at York House, 45 Seymour Street, London, W1H 7LX (company registration number 10781503) ("BLCWH A2");
- (7) **BL CW HOLDINGS PLOT K1 COMPANY LIMITED** whose registered office is at York House, 45 Seymour Street, London, W1H 7LX (company registration number 10964993) ("BLCWH K1");
and
- (8) **NATIONAL WESTMINSTER BANK PLC** whose registered office is at 250 Bishopsgate, London, EC2M 4AA (company registration number 00929027) (the "Security Agent").

W H E R E A S:

- (A) On 28 May 2020 the Council, the Developer, Transport for London ("TfL") and Union Property Holdings (London) Limited (the "Guarantor") entered into the Principal Agreement and the Original Planning Permission was granted by the Council on 29 May 2020.
- (B) The Council is the local planning authority for the area within which the Site (as defined in the Principal Agreement) is located and by whom the obligations in the Principal Agreement are enforceable.

- (C) The Council is the freehold owner of those parts of the Site shown hatched green on the Freehold and Leasehold Interests Plan (as defined in the Principal Agreement) registered at HM Land Registry under Title Numbers TGL340140, TGL339299, SGL391152, TGL298689, TGL130780, TGL136102 and SGL39254.
- (D) The Developer is the freehold owner of those parts of the Site shown shaded grey on the Freehold and Leasehold Interests Plan registered at HM Land Registry under Title Numbers TGL147500, TGL93274, TGL185589, TGL359834, TGL106589 and TGL128775 and was (at the date of the Principal Agreement) the leasehold owner of those parts of the Site shown shaded green on the Freehold and Leasehold Interests Plan registered at HM Land Registry under Title Numbers TGL22620 (the "**Existing SQSC Title**"), TGL59022, TGL135706, SGL460523, and SGL480198 (the "**Existing PW Titles**") and SGL491092. Following the grant of the New Lease (as defined in the Principal Agreement) the Existing SQSC Title and Existing PW Titles were merged into the New Lease.
- (E) On 16 December 2020 the Council granted the New Lease (as defined in the Principal Agreement) to the Developer and which is registered at HM Land Registry under Title Number TGL558025.
- (F) In accordance with the provisions of clause 4 of the Principal Agreement, on 16 December 2020 the Council, the Developer, TfL and the Guarantor entered into a Supplemental Agreement (as defined in the Principal Agreement) so as to bind the Developer's leasehold interest granted by the Council pursuant to the New Lease into the terms of the Principal Agreement.
- (G) TfL entered into the Principal Agreement in its capacity as a statutory public transport service provider and as the highway authority responsible for certain roads within the vicinity of the Site and by whom the TfL Obligations (as defined in the Principal Agreement) may be enforced. In accordance with clause 7.2 of the Principal Agreement it was agreed that the approval or consent of TfL for any modification or variation of the Principal Agreement shall only be required in respect of any modification or variation of a TfL Obligation.
- (H) The Guarantor agreed to guarantee the performance of the Developer's obligations contained in the Principal Agreement on the terms and subject to the provisions set out in Schedule 28 to the Principal Agreement. The Developer served notice on the Council to remove the Guarantor as a party pursuant to paragraph 2.1.3 of Schedule 28 to the Principal Agreement on 10 June 2024.
- (I) BLCWH A1 was granted a long leasehold interest out of the New Lease in respect of Development Plot A1 on 1 February 2023 (from and including 1 February 2023 to and including 10 December 2520) and which is registered at HM Land Registry under Title Number TGL599593 ("**Development Plot A1 Sublease**").
- (J) BLCWH A1 Trading was granted a long leasehold interest out of the Development Plot A1 Sublease in respect of the residential tower block to be located within Development Plot A1 on 8 February 2023

(from and including 8 February 2023 to and including 5 December 2520) and which is registered at HM Land Registry under Title Number TGL599595.

- (K) BLCWH A2 was granted a long leasehold interest out of the New Lease in respect of Development Plot A2 on 1 February 2023 (from and including 1 February 2023 to and including 15 December 2220) and which is registered at HM Land Registry under title number TGL599597.
- (L) BLCWH K1 was granted a long leasehold interest out of the New Lease in respect of Development Plot K1 on 16 April 2021 (for a term of 205 years from and including 16 April 2021) which is registered at HM Land Registry under Title Number TGL564889.
- (M) The Security Agent has the benefit of a legal charge dated 1 March 2023 over the Development Plot A1 Leasehold Interests, the Development Plot A2 Leasehold Interest and the Development Plot K1 Leasehold Interest and which is registered at HM Land Registry against those interests.
- (N) The Section 73 Application was submitted by the Developer and validated by the Council on 29 January 2025 with reference number 25/AP/0242.
- (O) On 1 December 2025, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Section 73 Application.
- (P) At a representation hearing held on 27 March 2026, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development.
- (Q) The provisions at paragraphs 1, 2, 4, 5 and 6 of Schedule 1 of this Deed are made in connection with the Section 73 Application and are required to be secured in order for the Section 73 Application to be granted.
- (R) The provisions at paragraphs 3, 7, 8, 9 and 10 of Schedule 1 of this Deed are not connected with the Section 73 Application and are required to be made regardless of the grant of the Section 73 Application.
- (S) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (T) The Council and the GLA agree that the Principal Agreement (as modified by this Deed) shall be enforceable only by the Council and not by the GLA.
- (U) The Council confirms and acknowledges that the GLA has consulted with them as to the terms of this Deed in accordance with section 2E of the 1990 Act.

- (V) Notwithstanding the provisions of clause 3 of the Principal Agreement, the Parties agree that it is necessary to and have agreed to modify the Principal Agreement in accordance with the terms set out in this Deed.

NOW THIS DEED WITNESSES:

1. Interpretation

1.1 In this Deed:

1.1.1 unless the context otherwise requires, words and phrases whose meanings are not set out in clause 1.1.2 of this Deed have the same meanings as prescribed by the Principal Agreement as modified by this Deed;

1.1.2 the following terms and expressions shall have the meanings set out below:

"Deed"	means this deed of modification;
"First Modification Agreement"	means the agreement dated 10 July 2023 made pursuant to section 106A(1)(a) and section 106A(2) of the 1990 Act in relation to the Site which was entered into by the Council, the Developer, the Guarantor, the Plot Companies and the Security Agent and which varied the Principal Agreement;
"Original Planning Permission"	means the planning permission granted by the Council pursuant to application reference 18/AP/1604 on 29 May 2020 (as amended by various non-material amendments granted pursuant to section 96A of the 1990 Act);
"Parties"	means the GLA, the Council, the Developer, the Plot Companies and the Security Agent and "Party" shall refer to any of them as the context requires;
"Plot Companies"	means BLCWH A1, BLCWH A1 Trading, BLCWH A2 and BLCWH K1;
"Principal Agreement"	means the agreement dated 28 May 2020 made pursuant to section 106 of the 1990 Act between the Council, the Developer, TfL and the Guarantor as subsequently

amended by the First Modification Agreement and the Second Modification Agreement;

"Second Modification Agreement"

means the agreement dated 21 November 2024 made pursuant to section 106, section 106A(1)(a) and section 106A(2) of the 1990 Act in relation to the Site which was entered into by the Council, the Developer, the Plot Companies and the Security Agent and which varied the Principal Agreement;

"Section 73 Application"

means the application (reference 25/AP/0242) made under section 73 of the 1990 Act to amend the outline elements of the Original Planning Permission through variations to Condition 1 (Approved Plans), Condition 3 (Control Documents), Condition 4 (Floorspace cap), Condition 5 (Development Zones and permitted uses) for the following development:

Hybrid application seeking detailed planning permission for Phase 1 and outline planning permission for future phases, comprising:

Outline planning permission (all matters reserved) for the demolition of all existing structures and redevelopment to include a number of tall buildings comprising the following mix of uses: Retail, workspace, hotel, residential, assisted living, student accommodation, leisure (including a cinema), community facilities (including health and education uses), public toilets, nightclub), flexible events space, an energy centre, an interim and permanent petrol filling station, a primary electricity substation, a secondary entrance for Surrey Quays Rail Station, a Park Pavilion, landscaping including open spaces and public realm, works to the Canada Water Dock, car parking, means of access, associated infrastructure and highways works and demolition or retention with alterations to the Press Hall and/or the Spine Building of the Printworks; and

Detailed planning permission for the following Development Plots in Phase 1:

- Development Plot A1 (south of Surrey Quays Road and west of Deal Porters Way) to provide uses comprising retail (A1-A5), workspace (B1) and 186 residential units (C3) in a 6 and 34 storey building plus a basement.
- Development Plot A2 (east of Lower Road and west of Canada Water Dock) to provide a leisure centre (D2), retail (A1-A5), and workspace (B1) in a 4, 5 and 6 storey building plus a basement.
- Development Plot K1 (east of Roberts Close) to provide 79 residential units (C3) in a 5 and 6 storey building
- Interim Petrol Filling Station (north of Redriff Road and east of Lower Road) to provide a petrol filling station with kiosk, canopy and forecourt area.

Each Development Plot with associated car parking, cycle parking, landscaping, public realm, plant and other relevant works; and

"Section 73 Permission" means the planning permission in the form of the draft attached at Schedule 6 to be issued pursuant to the Section 73 Application.

- 1.1.6 where reference is made to a clause, paragraph, Schedule, recital or annex it is to a clause, paragraph, Schedule, recital or annex to this Deed except where otherwise provided in this Deed or where the context otherwise requires;
- 1.1.7 a reference to any statute, bye-law, regulation, order and delegated legislation includes any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or modifying it from time to time and for the time being in force; and
- 1.1.8 headings within this Deed are for reference purposes only and shall not be taken into account in its construction or interpretation.

2. **Legal Effect**

2.1 This Deed is supplemental to and modifies the Principal Agreement and is made pursuant to section 2E, section 106, section 106A(1)(a) and section 106A(2) of the 1990 Act and all other enabling powers.

2.2 This Deed is entered into by the GLA pursuant to section 2E of the 1990 Act and the Council and the GLA agree that the Principal Agreement (as modified by this Deed) shall be enforceable only by the Council and not by the GLA.

2.3 Should any provisions in this Deed in whole or in part be found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or of the Principal Agreement as modified by this Deed.

2.4 The Plot Companies acknowledge and declare that this Deed has been entered into with their consent and that the Site is bound by the Principal Agreement as modified by this Deed and that their interest in the Site shall take effect subject to the Principal Agreement as modified by this Deed.

2.5 With the exception of clauses 1 to 10 of this Deed and paragraphs 3, 7, 8, 9 and 10 of Schedule 1 which shall take effect upon the date of this Deed, the remaining provisions of this Deed are conditional upon:

2.5.1 the Section 73 Permission having been granted; and

2.5.2 the Section 73 Permission being Commenced.

2.6 With the exception of clauses 1 to 10 of this Deed and paragraphs 3, 7, 8, 9 and 10 of Schedule 1 which shall remain in effect, this Deed shall lapse and be of no effect if:

2.6.1 the Section 73 Permission is not granted, or is quashed or revoked at any time; or

2.6.2 the Section 73 Permission expires before it is Commenced,

provided that liability for pre-existing breaches of this Deed shall continue beyond the lapse of this Deed until such time as liability for those pre-existing breaches is fully discharged.

2.7 The Developer covenants with the Council to give the Council written notice in accordance with clause 20 of the Principal Agreement not less than 1 (one) calendar month prior to Commencement of the Section 73 Permission and it is agreed by the Parties that:

2.7.1 from the date of Commencement of the Section 73 Permission, the Developer covenants with the Council that it shall not cause or permit any further works to be carried out under the Original Planning Permission; and

2.7.2 the provisions of the Principal Agreement as modified by this Deed shall apply to any further Development pursuant to the Section 73 Permission

UNLESS the Section 73 Permission is quashed or is revoked or otherwise withdrawn in which case the provisions in paragraphs 1, 2, 4, 5 and 6 of Schedule 1 of this Deed shall cease to be binding on the Site and the Principal Agreement shall apply and bind the Site in respect of the Original Planning Permission as amended by paragraphs 3, 7, 8, 9 and 10 of Schedule 1 of this Deed which the Developer may thereafter continue to implement in accordance with its conditions and the Principal Agreement.

3. Modification of the Principal Agreement

3.1 The Parties agree that subject to the provisions of clause 2.5, the Principal Agreement shall be modified as set out in the Schedules to this Deed.

3.2 Save as modified by this Deed, the obligations, covenants, conditions and undertakings contained within the Principal Agreement shall subject to clause 8 remain in full force and effect.

3.3 The Parties agree that no TfL Obligation is modified by this Deed and that pursuant to clause 7.2 of the Principal Agreement, the approval or consent of TfL for the modifications of the Principal Agreement effected by this Deed is therefore not required.

4. Registration

4.1 As soon as reasonably practicable after the completion of this Deed, the Developer shall make an application to HM Land Registry for entries relating to this Deed to be made in the charges register(s) of the Title Numbers referred to in Recitals (C), (D), (E), (I), (J), (K) and (L) above.

4.2 If the Developer fails to make the application as referred to in clause 4.1, the Council shall (without prejudice to any other right) be entitled to register this Deed and recover the expenses incurred in doing so from the Developer and the Developer covenants with the Council to do or concur in doing all things necessary to enable the said entries to be made.

4.3 The covenants on behalf of the Parties to be observed and performed under the Principal Agreement as modified by this Deed shall be treated as Local Land Charges and this Deed shall be registered in the Register of Local Land Charges for the purposes of the Local Land Charges Act 1975.

5. **Legal Costs**

5.1 The Developer shall pay on the date of this Deed to the Council its reasonable legal costs properly incurred in the negotiation and completion of this Deed (to the extent not already paid).

5.2 The Developer shall pay on the date of this Deed to the GLA its reasonable legal costs properly incurred in the negotiation and completion of this Deed (to the extent not already paid).

6. **Contracts (Rights of Third Parties) Act 1999**

A person who is not a Party to this Deed (save for successors in title or assigns to the Parties to this Deed and any statutory successor to the Council or the GLA in respect of the statutory functions to which the Principal Agreement as modified by this Deed relates) does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

7. **Miscellaneous**

7.1 The construction, validity and performance of this Deed shall be governed by and construed in accordance with English law and shall be subject to the jurisdiction of the English Courts.

7.2 Nothing in this Deed shall prejudice or affect the rights, powers, duties and obligations of the GLA and the Council, as local planning authority and/or local highway authority (as the case may be) under private or public statutes, bye-laws, orders and regulations and the same may be as fully effectively exercised as if it were not a party to this Deed.

7.3 The Council and the Developer shall each endorse their respective copies of the Principal Agreement with the following: *"This Agreement has been varied by a Third Modification Agreement dated the 7th day of May 2026 between (1) The Greater London Authority (2) The Mayor and Burgesses of the London Borough of Southwark (3) BL CW Holdings Limited and others"* with the date of this Deed inserted in the appropriate blank spaces.

8. **Satisfaction of Obligations**

Where any obligation contained in the Principal Agreement has been satisfied and/or complied with as a matter of fact on or before the date of this Deed, any such obligation shall be deemed to be satisfied and/or complied with for the purposes of the Principal Agreement as modified by this Deed.

9. **Security Agent**

The Security Agent agrees that its interest in the Site is bound by the obligations contained in the Principal Agreement as amended by this Deed and that its security over the Site shall take effect subject to the Principal Agreement as amended by this Deed PROVIDED THAT it shall have no liability under the Principal Agreement as amended by this Deed unless it takes possession of the

whole or part of the Site in which case it too will be bound by the obligations in relation to that part of the Site as a person deriving title from the Developer.

10. **Community Infrastructure Levy Regulations 2010**

The Parties are satisfied that the planning obligations given by the Developer in Schedules 2 to 24 (inclusive) to the Principal Agreement as modified by this Deed accord with the three statutory tests set out in Regulation 122(2)(a)-(c) of the Community Infrastructure Levy Regulations 2010.

SCHEDULE 1
MODIFICATIONS TO THE PRINCIPAL AGREEMENT

1. Clause 1: Definitions and Interpretation

1.1 The following definitions shall be inserted into clause 1 of the Principal Agreement in the correct alphabetical positions:

1.1.1 **"GLA"** means the Greater London Authority and any successor of its statutory function pursuant to the 1990 Act;

1.1.2 **"Original Section 106 Agreement"** means the agreement made on 28 May 2020 between the Council, the Developer, Transport for London ("TfL") and Union Property Holdings (London) Limited (the "Guarantor") pursuant to section 106 of the 1990 Act; and

1.1.3 **"Section 73 Permission"** means the planning permission for the Development granted pursuant to the Application made pursuant to section 73 of the 1990 Act by the Developer to the Council and validated on 29 January 2025 with application reference 25/AP/0242.

1.2 The following definitions in clause 1 of the Principal Agreement shall be deleted and replaced with the following:

1.2.1 **""Application"** means the application (reference 25/AP/0242) made under section 73 of the 1990 Act for variations to Condition 1 (Approved Plans), Condition 3 (Control Documents), Condition 4 (Floorspace cap), Condition 5 (Development Zones and permitted uses) to hybrid planning permission dated 29th May 2020 (ref.18/AP/1604) for:

Hybrid application seeking detailed planning permission for Phase 1 and outline planning permission for future phases, comprising:

Outline planning permission (all matters reserved) for the demolition of all existing structures and redevelopment to include a number of tall buildings comprising the following mix of uses: Retail, workspace, hotel, residential, assisted living, student accommodation, leisure (including a cinema), community facilities (including health and education uses), public toilets, nightclub), flexible events space, an energy centre, an interim and permanent petrol filling station, a primary electricity substation, a secondary entrance for Surrey Quays Rail Station, a Park Pavilion, landscaping including open spaces and public realm, works to the Canada Water Dock, car parking, means of access,

associated infrastructure and highways works and demolition or retention with alterations to the Press Hall and/or the Spine Building of the Printworks; and

Detailed planning permission for the following Development Plots in Phase 1:

- Development Plot A1 (south of Surrey Quays Road and west of Deal Porters Way) to provide uses comprising retail (A1-A5), workspace (B1) and 186 residential units (C3) in a 6 and 34 storey building plus a basement.
- Development Plot A2 (east of Lower Road and west of Canada Water Dock) to provide a leisure centre (D2), retail (A1-A5), and workspace (B1) in a 4, 5 and 6 storey building plus a basement.
- Development Plot K1 (east of Roberts Close) to provide 79 residential units (C3) in a 5 and 6 storey building.
- Interim Petrol Filling Station (north of Redriff Road and east of Lower Road) to provide a petrol filling station with kiosk, canopy and forecourt area.

Each Development Plot with associated car parking, cycle parking, landscaping, public realm, plant and other relevant works."

1.2.2 **"Development"** means the development permitted by the Section 73 Permission comprising detailed planning permission for Phase 1 and outline planning permission for future phases, comprising:

Outline planning permission (all matters reserved) for the demolition of all existing structures and redevelopment to include a number of tall buildings comprising the following mix of uses: Retail, workspace, hotel, residential, assisted living, student accommodation, leisure (including a cinema), community facilities (including health and education uses), public toilets, nightclub), flexible events space, an energy centre, an interim and permanent petrol filling station, a primary electricity substation, a secondary entrance for Surrey Quays Rail Station, a Park Pavilion, landscaping including open spaces and public realm, works to the Canada Water Dock, car parking, means of access,

associated infrastructure and highways works and demolition or retention with alterations to the Press Hall and/or the Spine Building of the Printworks; and

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- Development Plot K1 (east of Roberts Close) to provide 79 residential units (C3) in a 5 and 6 storey building
- Interim Petrol Filling Station (north of Redriff Road and east of Lower Road) to provide a petrol filling station with kiosk, canopy and forecourt area.

Each Development Plot with associated car parking, cycle parking, landscaping, public realm, plant and other relevant works."

1.2.3 **""Individual Owner"** means any person who has acquired (by way of a bona fide purchase or lease at arm's length) an interest in any individual Residential Unit, Commercial Unit, Leisure Unit, community facility, cultural venue or night club, a flat or room within assisted living accommodation, a flat or room comprised within Co-Living Accommodation, a flat or room comprised within Student Accommodation, energy centre, Electricity Substation, multi-storey car park, petrol filling station, flexible events space or public toilets within the Development (or any combination of the same) and who is not a Registered Provider for the purposes of Schedule 11 and was not involved in the construction or delivery of the Development or any part of it and who does not own any other type of interest in the Development."

1.2.4 **""Residential Unit"** means any separate unit of residential accommodation which is within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) to be constructed on the Site pursuant to the Planning Permission together with any associated car parking space or spaces but excluding any residential accommodation provided pursuant to Schedule 12 (Co-Living Accommodation) or Schedule 13 (Student

Accommodation) save for the purposes of Schedule 11 and Schedule 14 where it shall have the meaning defined in Schedule 11."

2. Clause 5: Obligations of the Developer

2.1 Clause 5.5 of the Principal Agreement shall be deleted and replaced as follows:

"5.5 Prior to first Occupation of each Residential Unit, Co-Living Bedspace, unit of assisted living or Student Accommodation building or block the Developer shall notify the intended occupier of the relevant Residential Unit, Co-Living Bedspace, unit of assisted living or Student Accommodation building or block of the Council's policy that they shall not be entitled (unless they are the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) to a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park a vehicle within any car park owned, controlled or licensed by the Council.

3. Clause 8: Developer to Notify the Council

3.1 Clause 8.1.3 of the Principal Agreement shall be deleted and replaced as follows:

"8.1.3 not less than 1 (one) calendar month prior to Commencement of the Section 73 Permission and as soon as reasonably practicable following the Implementation of each Development Plot and each Development Phase;"

3.2 Clause 8.1.7 shall be deleted and replaced as follows:

"8.1.7 as soon as reasonably practicable following first Occupation of the first Residential Unit comprised within each Development Plot and first Occupation of the first Co-Living Bedspace and first Student Bedspace within each building or block;"

3.3 Clause 8.1.8 shall be deleted and replaced as follows:

"8.1.8 as soon as reasonably practicable following first Occupation of the first 1,000 Residential Units and each multiple of 1,000 Residential Units thereafter;"

3.4 Clause 8.1.15 shall be deleted.

4. Schedule 6 – Health Facility

4.1 Paragraph 1.4 of Schedule 6 to the Principal Agreement shall be deleted and replaced as follows:

"1.4 The Developer shall serve a Health Facility Offer on the Council by no later than 26 October 2026."

4.2 Paragraphs 2.3 and 2.4 of Schedule 6 to the Principal Agreement shall be deleted and replaced as follows:

" 2.3 Any Strategic Health Facility Lease shall be granted subject to a restrictive covenant that the land may only be used for the purpose of carrying on primary healthcare and for use as Market Housing Units and that for a period of 25 years from the date of the Strategic Health Facility Lease any development on the Development Plot M Land is to be constructed pursuant to the Planning Permission or any variation to the Planning Permission unless otherwise agreed with the Developer.

2.4 The premium to be paid for the Strategic Health Facility Lease by the Council shall be equivalent to a Red Book Valuation of the Development Plot M Land based on the land being utilised for the delivery of a health facility of 264 sq m and the maximum amount of Market Housing Units that may be delivered in accordance with the Planning Permission on the Development Plot M Land in accordance with the obligations in relation to Affordable Housing contained at Schedule 11 to this Agreement, less an amount equivalent to the Health Facility Initial Contribution."

5. Schedule 11 – Housing

5.1 Schedule 11 to the Principal Agreement shall be deleted and replaced with the contents of Schedule 2 to this Deed.

6. Schedule 12 – Specialist Housing

6.1 Schedule 12 to the Principal Agreement shall be deleted and replaced with the contents of Schedule 3 to this Deed.

7. Schedule 13 – Student Accommodation

7.1 Schedule 13 to the Principal Agreement shall be deleted and replaced with the contents of Schedule 4 to this Deed.

8. Schedule 14 – Wheelchair Housing

8.1 Schedule 14 to the Principal Agreement shall be deleted and replaced with the contents of Schedule 5 to this Deed.

9. Schedule 18 – Public Realm

9.1 Paragraph 1.2.7 of Part 1 of Schedule 18 to the Principal Agreement shall be deleted and replaced as follows:

"1.2.7 not to Occupy any building containing Residential Units within Development Zone G until not less than 50% (fifty per cent) of the Park, including the frontages adjacent to Development Zone G, has been Practically Completed as a minimum to the Adoptable Standard, the Council has issued a Provisional Certificate in respect of the relevant part of the Park and the relevant part of the Park is open to the general public.".

10. Schedule 20 – Employment and Training

10.1 Paragraph 3.1 of Schedule 20 to the Principal Agreement shall be deleted and replaced as follows:

"3.1 To provide the Employment Services Facility by not later than the first Occupation of more than 80,000 sq m (GEA) of Workspace and/or Retail Floorspace and thereafter to retain the Employment Services Facility until Completion of the Development.".

11. Schedule 21 – Affordable Retail and Affordable Workspace

11.1 The following definitions in Schedule 21 to the Principal Agreement shall be deleted and replaced as follows:

"Affordable Retail" means 4,900 sq m (GIA) of Retail Floorspace within the Development or the Dock Offices to be provided to Qualifying Occupiers pursuant to an Affordable Retail Lease and which may comprise physical units or where otherwise permitted to be developed floorspace of any of the following types:

- (a) market stalls;
- (b) container;
- (c) kiosk;
- (d) cart; and
- (e) such other similar types of retail space as may be proposed by the Developer and agreed by the Council;

"Co-Working Space" means 11,500 sq m (GIA) of Workspace within the Development to be provided as a shared Workspace including shared serviced facilities which offers floorspace on pay-as-you-go semi-permanent or hot-desking terms;

"Discounted Workspace" means 7,000 sq m (GIA) of Workspace within the Development or the Dock Offices to be provided by the Developer, a Group

Company of the Developer or an Affordable Workspace Provider to Qualifying Occupiers pursuant to a Discounted Workspace Lease;

"Qualifying Occupier(s)"

means either:

- (a) a registered charity, social enterprise or voluntary sector organisation; or
- (b) a business or person who at the time of accepting a lease of the relevant Discounted Workspace or Affordable Retail floorspace (as the case may be):
 - (i) is trading from no more than three premises;
 - (ii) is not a subsidiary of a larger company or business;
 - (iii) has a turnover of less than £2,000,000 (two million pounds) per annum;
 - (iv) is either trading from or living at an address in the Borough; and
 - (v) is reasonably considered by the Developer to have growth aspirations and potential; or
- (c) a business or a person who was previously a tenant of Surrey Quays Shopping Centre who ceased trading either permanently or temporarily or who relocated out of the Site immediately prior to the Development and who at the time of accepting a lease of the relevant Discounted Workspace or Affordable Retail floorspace (as the case may be):
 - (i) is trading from no more than three premises;
 - (ii) is not a subsidiary of a larger company or business;
 - (iii) has a turnover of less than £2,000,000 (two million pounds) per annum; and
 - (iv) is reasonably considered by the Developer to have growth aspirations and potential;

11.2 Paragraph 1.4 of Schedule 21 to the Principal Agreement shall be deleted and replaced as follows:

"1.4 The Developer will market or procure the marketing of the Affordable Retail floorspace to be provided in connection with a Retail Plot to Qualifying Occupiers in accordance with

the approved arrangements for its marketing for a period of not less than six months prior to the anticipated date of Practical Completion of the relevant Affordable Retail floorspace (unless the Developer has already identified a Qualifying Occupier to Occupy the relevant Affordable Retail floorspace to be provided in connection with a Retail Plot and has agreed a lease for that Affordable Retail floorspace with that Qualifying Occupier on or before the date that is six months prior to the anticipated date of Practical Completion of the relevant Affordable Retail floorspace), and unless the Developer has then entered into and completed a lease for that Affordable Retail floorspace with a Qualifying Occupier on or before Practical Completion the Developer shall continue to market or procure the marketing of that Affordable Retail floorspace to Qualifying Occupiers for a further period of not less than nine months (or such shorter period as may be agreed in writing by the Council in its absolute discretion) following its Practical Completion PROVIDED THAT:

- 1.4.1 where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing in relation to the Affordable Retail floorspace six months after the commencement of its marketing the Developer shall provide to the Council a report to evidence the marketing undertaken and shall have due regard to any reasonable recommendations made by the Council in respect of the arrangements for the marketing of the Affordable Retail floorspace and the Developer shall where necessary update the details of the arrangements to market the Affordable Retail floorspace to Qualifying Occupiers;
- 1.4.2 where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing in relation to the Affordable Retail floorspace six months following its Practical Completion the Developer shall provide to the Council a further report to evidence the marketing undertaken and shall have due regard to any reasonable recommendations made by the Council in respect of the arrangements for the marketing of the Affordable Retail floorspace and the Developer shall where necessary update the details of the arrangements to market the Affordable Retail floorspace to Qualifying Occupiers;
- 1.4.3 the requirement for the Affordable Retail floorspace to be let to a Qualifying Occupier who is trading from or living at an address within the Borough shall fall away six months after Practical Completion of the relevant Affordable Retail floorspace (or such shorter period as may be agreed in writing by the Council in its absolute discretion);
- 1.4.4 the Developer shall not be obliged to let the Affordable Retail floorspace to any person whom it reasonably deems is not an appropriate occupier of the Affordable Retail floorspace, taking into account the Developer's wider strategy for the letting

of Retail Floorspace and Workspace in that location and any legally binding commitments with other Occupiers within the Development; and

1.4.5 subject to:

- (A) the Developer providing the Council with a report evidencing the marketing of the Affordable Retail floorspace carried out by the Developer and the details of any offers which have been made in respect of the Affordable Retail floorspace;
- (B) the Council confirming to the Developer that it is satisfied that the Developer has marketed the Affordable Retail floorspace in accordance with the approved and/or updated arrangements for its marketing and has not unreasonably withheld or delayed the completion of an Affordable Retail lease (such approval not to be unreasonably withheld or delayed); and
- (C) the Developer offering an Affordable Retail Lease for the relevant Affordable Retail floorspace to the Council at the same time as providing the report referred to at paragraph 1.4.5 (A) and the Council confirming within six weeks from the date of provision of the report referred to at paragraph 1.4.5 (A) that it will not enter into an Affordable Retail Lease offered by the Developer for that Affordable Retail floorspace (such confirmation not to be unreasonably withheld and delayed),

where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing nine months following the Practical Completion of the relevant Affordable Retail floorspace (or such shorter period as may be agreed in writing by the Council in its absolute discretion), the obligation to market and provide that Affordable Retail floorspace shall cease and the Developer may let such floorspace without restriction and the amount of floorspace comprised in that Affordable Retail floorspace shall be deducted from the 4,900 sq m (GIA) required to be provided as Affordable Retail floorspace."

11.3 Paragraph 1.5 of Schedule 21 to the Principal Agreement shall be deleted and replaced as follows:

"1.5 Where any Affordable Retail Lease is terminated or expires the Developer shall (unless the Developer has already identified a Qualifying Occupier to occupy the relevant Affordable Retail floorspace to be provided in connection with a Retail Plot and has agreed a lease for that Affordable Retail floorspace with that Qualifying Occupier on or before the termination or expiration of the relevant Affordable Retail Lease) commence or procure the marketing of that Affordable Retail floorspace to Qualifying Occupiers in accordance with

the previously approved arrangements for marketing of the Affordable Retail floorspace for a period of not less than six months (or such shorter period as may be agreed in writing by the Council in its absolute discretion) subject to the following:

1.5.1 the requirement for the Affordable Retail floorspace to be let to a Qualifying Occupier who is trading from or living at an address within the Borough shall fall away where the Affordable Retail floorspace has been marketed as Affordable Retail floorspace for not less than three months without a Qualifying Occupier being found;

1.5.2 the Developer shall not be obliged to let the Affordable Retail floorspace to any person whom it reasonably deems is not an appropriate occupier of the Affordable Retail floorspace, taking into account the Developer's wider strategy for the letting of Retail Floorspace and Workspace in that location and any legally binding commitments with other Occupiers within the Development; and

1.5.3 subject to:

(A) the Developer providing the Council with a report evidencing the marketing of the Affordable Retail floorspace carried out by the Developer and the details of any offers which have been made in respect of the Affordable Retail floorspace;

(B) the Council confirming to the Developer that it is satisfied that the Developer has marketed the Affordable Retail floorspace in accordance with the approved arrangements for its marketing and has not unreasonably withheld or delayed the completion of an Affordable Retail Lease (such approval not to be unreasonably withheld); and

(C) the Developer offering an Affordable Retail Lease for the relevant Affordable Retail floorspace to the Council at the same time as providing the report referred to at paragraph 1.5.3 (A) and the Council confirming within six weeks from the date of provision of the report referred to at paragraph 1.5.3 (A) that it will not enter into an Affordable Retail Lease offered by the Developer for that Affordable Retail floorspace (such confirmation not to be unreasonably withheld and delayed),

where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing six months following the commencement of the marketing of the Affordable Retail floorspace (or such shorter period as may be agreed in writing by the Council in its absolute discretion) the obligation to market that floorspace as Affordable Retail floorspace shall cease and the Developer may

let such floorspace without restriction and the amount of floorspace comprised in that Affordable Retail floorspace shall be deducted from the 4,900 sq m (GIA) required to be provided as Affordable Retail floorspace."

11.4 Paragraph 2.5 of Schedule 21 to the Principal Agreement shall be deleted and replaced as follows:

"2.5 The Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) will market or procure the marketing of the Discounted Workspace provided in connection with a Workspace Plot in accordance with the approved arrangements for its marketing to Qualifying Occupiers for a period of not less than six months prior to the anticipated date of Practical Completion of the Discounted Workspace (unless the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) has already identified a Qualifying Occupier to occupy the relevant Discounted Workspace to be provided in connection with a Workspace Plot and has agreed a lease for that Discounted Workspace with that Qualifying Occupier on or before the date that is six months prior to the anticipated date of Practical Completion of the relevant Discounted Workspace), and unless the Developer has then entered into and completed a lease for that Discounted Workspace with a Qualifying Occupier on or before Practical Completion the Developer shall continue to market or procure the marketing of that Discounted Workspace for a further period of not less than twelve months following its Practical Completion (or such shorter period as may be agreed in writing by the Council in its absolute discretion) subject to the following:

2.5.1 where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing in relation to the Discounted Workspace six months after the commencement of its marketing the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) shall provide to the Council a report to evidence the marketing undertaken and shall have due regard to any reasonable recommendations made by the Council in respect of the arrangements for the marketing of the Discounted Workspace and the Developer shall where necessary update the details of the arrangements to market the Discounted Workspace to Qualifying Occupiers;

2.5.2 where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing in relation to the Discounted Workspace six months following its Practical Completion the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) shall provide to the Council a report to evidence the marketing undertaken and shall have due regard to any reasonable recommendations made by the Council in respect of the arrangements for the marketing of the Discounted Workspace and the Developer

shall where necessary update the details of the arrangements to market the Discounted Workspace to Qualifying Occupiers;

2.5.3 the requirement for the Discounted Workspace to be let to a Qualifying Occupier who is trading from or living at an address within the Borough shall fall away six months after Practical Completion of the relevant Discounted Workspace;

2.5.4 the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) shall not be obliged to let the Discounted Workspace to any person whom it reasonably deems is not an appropriate Occupier of the Discounted Workspace, taking into account the Developer's wider strategy for the letting of Workspace in that location and any legally binding commitments with other Occupiers within the Development; and

2.5.5 subject to:

(A) the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) providing the Council with a report evidencing the marketing of the Discounted Workspace carried out by the Developer and the details of any offers which have been made in respect of the Discounted Workspace;

(B) the Council confirming to the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) that it is satisfied that the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) has marketed the Discounted Workspace in accordance with the approved and/or updated arrangements for its marketing and has not unreasonably withheld or delayed the completion of any Discounted Workspace Lease (such approval not to be unreasonably withheld); and

(C) the Developer offering a Discounted Workspace Lease for the relevant Discounted Workspace to the Council at the same time as providing the report referred to at paragraph 2.5.5 (A) and the Council confirming within six weeks from the date of provision of the report referred to at paragraph 2.5.5 (A) that it will not enter into a Discounted Workspace Lease offered by the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) for that Discounted Workspace (such confirmation not to be unreasonably withheld or delayed),

where a lease has not been agreed or discussions are not ongoing with a potential Qualifying Occupier twelve months following the Practical Completion of the relevant Discounted Workspace (or such shorter period as may be agreed in writing by the Council in its absolute discretion), the relevant Discounted Workspace shall no longer be required to be let pursuant to a Discounted Workspace Lease and the Developer may let it as Workspace without restriction and for the avoidance of doubt the amount of floorspace comprised in that Discounted Workspace shall be deducted from the 7,000 sq m (GIA) required to be provided as Discounted Workspace."

11.5 Paragraph 2.6 of Schedule 21 to the Principal Agreement shall be deleted and replaced as follows:

"2.6 Where any Discounted Workspace Lease is terminated or expires the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) shall (unless the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) has already identified a Qualifying Occupier to occupy the relevant Discounted Workspace and has agreed a lease for that Discounted Workspace with that Qualifying Occupier on or before the termination or expiration of the relevant Discounted Workspace Lease) commence or procure the commencement of the marketing of that Discounted Workspace in accordance with the previously approved arrangements for the marketing of the Discounted Workspace to Qualifying Occupiers for a period of not less than six months (or such shorter period as may be agreed in writing by the Council in its absolute discretion) subject to the following:

2.6.1 the requirement for the Discounted Workspace to be let to a Qualifying Occupier who is trading from or living at an address within the Borough shall fall away where the Discounted Workspace has been marketed as Discounted Workspace for not less than three months without an Occupier being found;

2.6.2 the Developer shall not be obliged to let the Discounted Workspace to any person whom it reasonably deems is not an appropriate Occupier of the Discounted Workspace, taking into account the Developer's wider strategy for the letting of Workspace in that location and any legally binding commitments with other Occupiers within the Development; and

2.6.3 subject to:

(A) the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) providing the Council with a report evidencing the marketing of the Discounted Workspace carried out

by the Developer and the details of any offers which have been made in respect of the Discounted Workspace;

- (B) the Council confirming to the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) that it is satisfied that the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) has marketed the Discounted Workspace in accordance with the approved arrangements for its marketing and has not unreasonably withheld or delayed the completion of any Discounted Workspace Lease (such approval not to be unreasonably withheld or delayed); and
- (C) the Developer offering a Discounted Workspace Lease for the relevant Discounted Workspace to the Council at the same time as providing the report referred to at paragraph 2.6.3 (A) and the Council confirming within six weeks from the date of provision of the report referred to at paragraph 2.6.3 (A) that it will not enter into a Discounted Workspace Lease offered by the Affordable Workspace Provider or the Developer or a Group Company of the Developer (as applicable) for that Discounted Workspace (such confirmation not to be unreasonably withheld or delayed),

where a lease has not been agreed or discussions with a potential Qualifying Occupier are not ongoing six months following the commencement of the marketing of the Discounted Workspace (or such shorter period as may be agreed in writing by the Council in its absolute discretion), the obligation to market that floorspace as Discounted Workspace shall cease and the Developer may let it as Workspace without restriction and the amount of floorspace comprised in that Discounted Workspace shall be deducted from the 7,000 sq m (GIA) required to be provided as Discounted Workspace."

12. Schedule 25 – Council's and TfL's Obligations

- 12.1 At paragraph 1.5.3 of Part 1 delete the words "paragraph 2.1.11 of Part 4 of".

13. Replacement Annex 8 and Annex 15

- 13.1 Annex 8 (Strategic Health Facility Agreement for Lease and Lease Heads of Terms) shall be deleted and replaced with Annex 1 (Strategic Health Facility Agreement for Lease and Lease Heads of Terms) to this Deed.
- 13.2 Annex 15 (Housing Mix) shall be deleted and replaced with Annex 2 (Housing Mix) to this Deed.

14. New Annex 44

14.1 Annex 3 (Baseline Viability Appraisal) to this Deed shall be added as a new Annex 44 to the Principal Agreement.

SCHEDULE 2

REPLACEMENT HOUSING OBLIGATIONS

SCHEDULE 11

HOUSING

Definitions

In this Schedule 11, the following words and phrases shall have the following meanings unless the context otherwise requires:

- "Additional Affordable Housing Scheme"** means a scheme prepared by the Developer and submitted to the Council for approval setting out the additional Habitable Rooms to be provided as Affordable Housing pursuant to Part 3 or Part 4 of this Schedule 11 and which:
- (a) confirms the location and tenure of the additional Habitable Rooms; and
 - (b) provides an indicative timetable for construction and delivery of the additional Habitable Rooms;
- "Affordable Housing"** means housing provided to households whose incomes are insufficient to enable them to afford adequate housing locally on the open market and where the rent or price for such housing is reduced, directly or indirectly, compared to equivalent housing on the open market;
- "Affordable Housing Survey"** means an affordable housing survey submitted by the Council to the Developer and/or a Registered Provider and which may include a request for information as to the tenure, occupants, the eligibility of the tenant to occupy the dwelling and/or such other information as the Council may reasonably require in order to monitor and ensure the satisfactory provision of Affordable Housing within the Borough;
- "Affordable Housing Units"** means those Residential Units provided as Social Rented Units and/or Intermediate Housing Units;
- "Affordable Housing Units (Phase 1 Development)"** means 60 Social Rented Units (222 Habitable Rooms) and 19 Shared Ownership Units (64 Habitable Rooms) within Development Plot K 1;
- "Affordable Housing Units (Phase 1 Development) Shortfall"** means the 8 Intermediate Housing Units (28 Habitable Rooms) that were not provided within Development Plot A 1;

"Baseline Viability Appraisal"	means the agreed baseline forward-looking open book appraisal of the GDC, GDV and financial viability of the Residential Units to be constructed at the Development included at Annex 44 of this Agreement;
"Build for Rent Units"	means any Market Housing Units identified by the Developer as being purpose-built for rent and any Intermediate Housing Units for rent;
"Certificate"	means a written document prepared by the Council certifying that the provisions of paragraphs 12.4 and 12.5 of Part 2 of this Schedule 11 have been complied with in relation to the re-sale of a Discounted Market Sale Unit;
"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 the Chargee;
"Chargee"	means an established corporate body within the finance industry regulated by the Prudential Regulation Authority, the Financial Conduct Authority or any similar regulator, acting as a bona fide mortgagee or chargee of the Registered Provider at arm's length of the Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager 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;
"Co-Living Accommodation"	means communal living accommodation comprising private individual rooms and shared spaces and facilities;
"Co-Living Bedspace"	means Co-Living Accommodation sleeping accommodation intended to be used for a single person;
"Commuted Sum"	means a commuted sum per Habitable Room which may be paid by the Developer to the Council pursuant to paragraphs 2.3, 2.4 and 2.7 of Part 2 of this Schedule 11 in lieu of the provision of an agreed number of Habitable Rooms as Affordable Housing Units within a relevant Tranche, and each such commuted sum(s) shall be the higher of:

- (a) the amount which is the difference between: (i) an appraisal of the relevant Tranche including that agreed number of Habitable Rooms as Affordable Housing Units and (ii) an appraisal of the relevant Tranche with that agreed number of Habitable Rooms replaced with Market Housing Units instead of Affordable Housing Units; and
- (b) the amount which is calculated by multiplying the agreed number of Habitable Rooms by £130,000 (one hundred and thirty thousand pounds) such figure to be increased in accordance with clause 15 by an amount equivalent to the increase in the BCIS General Building Cost index where for the purposes of clause 15 the calculation of (C) shall be the figure shown in the BCIS General Building Cost index for the period immediately prior to the date the Section 73 Permission is granted

and following payment all commuted sums received by the Council pursuant to Schedule 11 shall be used by the Council towards the delivery of Affordable Housing within the Borough in accordance with paragraph 1.3 of Schedule 25;

"Date of Deemed Service"

means, in each instance where a Chargee has served a Default Notice under paragraph 14.2.1 of Part 2 of this Schedule 11:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at 160 Tooley Street, London, SE1 2TZ between the hours of 9.30am to 5.30pm, the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council's offices at 160 Tooley Street, London, SE1 2TZ, 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);

"Default Notice"

means a notice in writing served on the Council by the Chargee under paragraph 14.2.1 of Part 2 of this Schedule 11 of the Chargee's

intention to enforce its security over the relevant Affordable Housing Units;

"Delivered"

means:

- (a) Practically Complete;
- (b) in a habitable state and fully fitted out but excluding white goods, window dressings, furniture, fitted wardrobes, loose fittings and equipment; and
- (c) transferred or leased to a Registered Provider for a term of at least 125 years (or such shorter term as may be agreed in writing by the Council);

"Discounted Market Rent Housing"

means Affordable Housing provided to Eligible Persons at a rent that is not more than 70% (seventy per cent) of Local Market Rent and which meets the requirements for Intermediate Affordability;

"Discounted Market Rent Units"

means those Residential Units provided as Discounted Market Rent Housing;

"Discounted Market Sale Housing"

means Affordable Housing which on first sale is provided to Eligible Persons for an amount that is not more than 60% (sixty per cent) of the Local Market Value and which meets the requirements for Intermediate Affordability;

"Discounted Market Sale Units"

means those Residential Units provided as Discounted Market Sale Housing;

"Disposal"

means:

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

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

"Early Review Additional Profit" means the amount of profit in pounds (if any) which represents the value of the Early Review Percentage Profit in excess of the Early Review IRR Target in the Early Review Viability Appraisal;

"Early Review GDC" means the sum of:

- (a) the forecasted costs of delivering and disposing of the Residential Units (excluding the Residential Units within the Phase 1 Development);
- (b) an apportioned amount of the cost of delivering Site-Wide Infrastructure calculated in accordance with the following formula:

$$CF \times \frac{AA}{IA}$$

where:

CF is the forecast costs to be incurred in relation to Site-Wide Infrastructure for the Development;

AA is the floorspace area (GIA) of the Residential Units within the latest illustrative masterplan (excluding the Residential Units within the Phase 1 Development); and

IA is the floorspace area (GIA) for the latest illustrative masterplan of the Development (subject to such illustrative masterplan being up to date as at the date of the review) excluding any floorspace which is comprised in the Site-Wide Infrastructure; and

- (c) an apportioned amount of the Fixed Benchmark Land Value equivalent to the area of the Site utilised for Residential Units (GIA) (excluding the Residential Units within the Phase 1 Development) as a proportion of the area of the Site as a whole

expressed as a figure in pounds;

"Early Review GDV" means the sum of:

- (a) the Market Value of the Residential Units (excluding the Residential Units within the Phase 1 Development) PROVIDED THAT all Affordable Housing Units (including any Affordable Housing Units that are anticipated to be Sold to Seymour Street Homes Limited) shall be valued in line with the RICS Red Book and UK National Supplement guidance on affordable housing valuation; and
- (b) any forecasted Grant Funding,

expressed as a figure in pounds;

"Early Review IRR Target" means the amount of profit in pounds which represents an IRR of 15% (fifteen per cent) for the Residential Units to be constructed at the Development (excluding the Residential Units within the Phase 1 Development);

"Early Review Percentage Profit" means the IRR (expressed as a percentage) for the Residential Units to be constructed at the Development (excluding the Residential Units within the Phase 1 Development);

"Early Review Viability Appraisal" means an updated forward-looking open book appraisal of the Early Review GDC, Early Review GDV and financial viability of the Residential Units to be constructed at the Development within Tranche 1, Tranche 2, Tranche 3 and Tranche 4 at the time of such updated open book appraisal being undertaken and prepared on the same terms and using the same methodology as the Baseline Viability Appraisal (but updated to reflect evidence at the relevant time of GDC and GDV) to determine the Early Review Percentage Profit;

"Eligible Person(s)" means:

- (a) in respect of Intermediate Housing Units other than Key Worker Housing Units, Households whose Household Income is no more than the GLA Income Cap; and
- (b) in respect of Key Worker Housing Units, persons employed by a Key Worker Employer each of whose individual Household Income is no more than the GLA Income Cap;

"Final Review GDC" means the sum of:

(a) the total actual costs of delivering and Disposing of the completed and yet to be completed Residential Units within the Development and where any such Residential Units have not been Disposed at the time of the review, forecasted Disposal Costs of those Residential Units in each case supported by evidence of these costs to the Council's reasonable satisfaction, which evidence may include (but is not limited to) details of payments made or agreed to be paid in the relevant building contract and costs certified by the Developer's quantity surveyor, costs consultant or agent, such forecast having regard to any actual costs expended at the Site to date (suitably adjusted) where relevant;

(b) an apportioned amount of the cost of delivering Site-Wide Infrastructure calculated in accordance with the following formula:

$$(CA + CF) \times \frac{AA}{IA}$$

where:

CA is the costs incurred in relation to Site-Wide Infrastructure to date;

CF is the forecast costs to be incurred in relation to Site-Wide Infrastructure for the Development;

AA is the floorspace area (GIA) of the Residential Units within the latest illustrative masterplan; and

IA is the floorspace area (GIA) for the latest illustrative masterplan of the Development (subject to such illustrative masterplan being up to date as at the date of the review) excluding any floorspace which is comprised in the Site-Wide Infrastructure;

(c) an apportioned amount of the Fixed Benchmark Land Value equivalent to the area of the Site utilised for Residential Units (GIA) as a proportion of the area of the Site as a whole

and inserted at the date of the Original Section 106 Agreement; and

- (d) an allowance for finance costs calculated on the same terms as in the Baseline Viability Appraisal,

expressed as a figure in pounds;

"Final Review GDV"

means the sum of:

- (a) the total receipts from the Sale of the completed Residential Units actually Sold to purchasers on the date of the operation of the review;
- (b) the Market Value of any completed Residential Units otherwise Disposed of but not Sold on the date of the operation of the review PROVIDED THAT all Affordable Housing Units (including any Affordable Housing Units that are anticipated to be Sold to Seymour Street Homes Limited) shall be valued in line with the RICS Red Book and UK National Supplement guidance on affordable housing valuation;
- (c) any Grant Funding received in respect of the Development; and
- (d) in respect of any completed and yet to be completed Residential Units not yet Disposed of, the Market Value of those Residential Units (having regard to achieved values to date at the Site (suitably adjusted) where relevant) PROVIDED THAT all Affordable Housing Units (including any Affordable Housing Units that are anticipated to be Sold to Seymour Street Homes Limited) shall be valued in line with the RICS Red Book and UK National Supplement guidance on affordable housing valuation;

expressed as a figure in pounds;

"Final Review IRR Target"	means the amount of profit in pounds which represents an IRR of 15% (fifteen per cent) for the Residential Units to be constructed at the Development;
"Final Review Surplus"	means the amount of profit in pounds (if any) which represents the value of the Percentage Profit in excess of the Final Review IRR Target in the Final Viability Appraisal;
"Final Viability Appraisal"	means a backward-looking open book appraisal of the Final Review GDV, Final Review GDC, and financial viability of the Residential Units constructed (and to be constructed) at the Development (including for the avoidance of doubt Phase 1 Development costs and values) at the time of such updated open book appraisal being undertaken and prepared on the same terms and using the same methodology as the Baseline Viability Appraisal (but updated to reflect evidence at the relevant time of Final Review GDC and Final Review GDV) to determine whether there is any Surplus in relation to the Development;
"Fixed Benchmark Land Value"	means £228,050,000 (two hundred and twenty-eight million and fifty thousand pounds);
"Fraudulent Transaction"	means a Disposal that is not an arm's length bona fide transaction but excluding any Disposal to the Council or to Seymour Street Homes Limited;
"Gateway 2 Approval"	means the building control approval required pursuant to regulation 3 of the Building (Higher Risk Buildings Procedures) (England) Regulations 2023/909;
"GDC"	means the sum of: <ul style="list-style-type: none"> (a) the forecasted costs of delivering and disposing of the Residential Units within the relevant Tranche supported by evidence of these costs to the Council's reasonable satisfaction, which evidence may include (but is not limited to) details of payments made or agreed to be paid in the relevant building contract and costs certified by the Developer's quantity surveyor, costs consultant or agent, such forecast having regard to any actual costs expended at the Site to date (suitably adjusted) where relevant;

- (b) an apportioned amount of the cost of delivering Site-Wide Infrastructure calculated in accordance with the following formula:

$$\text{CF} \times \frac{\text{TA}}{\text{IA}}$$

where:

CF is the forecast costs to be incurred in relation to Site-Wide Infrastructure for the Development;

TA is the floorspace area (GIA) of the Residential Units within the latest illustrative masterplan for the relevant Tranche; and

IA is the floorspace area (GIA) for the latest illustrative masterplan of the Development (subject to such illustrative masterplan being up to date as at the date of the relevant review) excluding any floorspace which is comprised in the Site-Wide Infrastructure;

- (c) an apportioned amount of the Fixed Benchmark Land Value equivalent to the area of the Site utilised for Residential Units (GIA) within the relevant Tranche as a proportion of the area of the whole Site and inserted at the date of the Original Section 106 Agreement; and
- (d) an allowance for finance costs calculated on the same terms as in the Baseline Viability Appraisal,

expressed as a figure in pounds;

"GDV"

means the sum of:

- (a) the Market Value (having regard to any achieved values to date at the Site (suitably adjusted) where relevant) of the Residential Units within the relevant Tranche PROVIDED THAT all Affordable Housing Units (including any Affordable Housing Units that are anticipated to be Sold to Seymour Street Homes Limited) shall be valued in line with

the RICS Red Book and UK National Supplement guidance on affordable housing valuation; and

- (b) any Grant Funding secured in relation to the relevant Tranche,

expressed as a figure in pounds;

"GLA Income Cap"

means a purchaser(s) with a Household Income that does not exceed the annual gross income limit for the relevant tenure product as set out within the London Plan Annual Monitoring Report as at the date of the Section 73 Permission, being:

- (a) £67,000 (sixty-seven thousand pounds) in respect of intermediate for rent products (including Key Worker Housing Units); and
- (b) £90,000 (ninety thousand pounds) in respect of intermediate for sale products,

in each case increased annually from the date of the Section 73 Permission in line with the Living Rent Index;

"Grant Funding"

means affordable homes programme grant, strategic investment fund grant and any other public subsidy paid to or secured by the Developer and to be applied towards Affordable Housing delivered as part of the Development (but excluding all such grants and subsidies paid to or secured by the Developer in respect of the Affordable Housing Units (Phase 1 Development)) PROVIDED THAT where any other grant is received for shared Site-Wide Infrastructure then the relevant proportion of such grant attributable to the Residential Units shall also be included and PROVIDED FURTHER THAT any grant or other public subsidy repaid by the Developer under the terms of the relevant grant agreement shall be excluded;

"Habitable Rooms"

means a room within a Residential Unit capable of use for sleeping, living or dining and a kitchen with an overall floor area of not less than 11 sq m (NIA) but excluding in all cases toilets, bathrooms, landings, halls and lobbies PROVIDED ALWAYS that any room in excess of 28 sq m (NIA) shall be calculated as follows (with the relevant area being rounded to the nearest square metre):

Area (sq m NIA)	No. of Habitable Rooms
0 – 28	1
29 – 42	2
43 – 56	3
57 – 70	4
71 – 84	5
85 – 98	6
99 – 112	7
113+	8

"Higher Education Provider"

means an educational institution that provides designated courses that have been approved by the Department for Education for higher education study and which allow the student to apply for government-financed student loans;

"Household"

means:

- (a) in respect of Intermediate Housing Units other than Key Worker Housing Units, in relation to a person "A", A and all other persons who would, after purchasing or renting an Intermediate Housing Unit, share that unit with A and one another as the residence of both A and such other persons; and
- (b) in respect of Key Worker Housing Units, each individual Key Worker who would be occupying the Key Worker Housing Unit shall be treated as a separate Household and all other Key Workers who would share that unit with the Key Worker shall be treated as a separate Household provided that such other person(s) is in each case an Eligible Person);

"Household Income"

means:

- (a) in respect of Intermediate Housing Units in relation to a single Eligible Person, the gross annual income of that Eligible Person's Household; and

- (b) in respect of Intermediate Housing Units in relation to joint Eligible Persons, the combined gross annual incomes of those Eligible Persons' Household;

in respect of Key Worker Housing Units, the gross annual income of each Eligible Person's Household;

"Housing Delivery Plan"

means a housing delivery plan to be submitted by the Developer as part of every application for an RMA which involves the delivery of Residential Units and which confirms:

- (a) the number of Residential Units to be provided as part of the relevant RMA;
- (b) the number of Affordable Housing Units to be provided as part of the relevant RMA;
- (c) the dwelling mix of the Affordable Housing Units to be provided as part of the relevant RMA;
- (d) the tenure mix of the Affordable Housing Units to be provided as part of the relevant RMA;
- (e) the type of Intermediate Housing to be provided as part of the relevant RMA;
- (f) an indicative programme for the delivery of the Affordable Housing as part of the relevant RMA;
- (g) where known at the time of submission, details of the proposed Registered Provider;
- (h) the percentage of the total Habitable Rooms in those parts of the Development which have been granted RMA to date (including the Habitable Rooms to be provided as part of the relevant RMA) that will be provided as Affordable Housing;
- (i) in the event an RMA contains less than the percentage of the Habitable Rooms required by paragraph 1.1 or paragraph 1.2 of Part 2 of this Schedule 11 (as the case may be) to be provided as Affordable Housing in the relevant Tranche (if any), the locations within that Tranche that could deliver the remaining Affordable Housing to ensure the required

percentage is achieved in relation to that Tranche as a whole;
and

- (j) indicatively how the Developer will provide and is on course to provide the Minimum Residential Requirement;

"Housing Mix"	means the housing mix described in Annex 15 of this Agreement;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 14.3 of Part 2 of this Schedule 11 that the Council is minded to purchase the relevant Affordable Housing Units;
"Intermediate Affordability"	means that annual housing costs, including rent, mortgage payments (assuming reasonable interest rates and deposit requirements) and Service Charges, shall not exceed 40% (forty per cent) of net household income and net household income is defined as 70% (seventy per cent) of gross Household Income as applied to the GLA Income Cap per annum;
"Intermediate Housing"	means Affordable Housing to buy or rent to be made available to Eligible Persons which shall consist of: <ul style="list-style-type: none">(a) Discounted Market Rent Housing;(b) Discounted Market Sale Housing;(c) Key Worker Housing;(d) London Living Rent Housing; or(e) Shared Ownership Housing; and such other types of housing approved by the Council;
"Intermediate Housing Units"	means those Residential Units provided as Intermediate Housing;
"Intermediate Rent Housing List"	means a list maintained by the Council of those persons interested in renting an Intermediate Housing Unit for rent;
"IRR"	means the ungeared internal rate of return for the relevant part of the Development (expressed as a percentage) based on the GDV and GDC (or the Early Review GDV and the Early Review GDC or the Final Review GDV or Final Review GDC, as the case may be) and for the avoidance of doubt the calculation of such ungeared internal

rate of return will also include apportioned Site Wide Infrastructure and Fixed Benchmark Land value apportioned as set out in the definitions of GDC, Early Review GDC and Final Review GDC;

"IRR Target"

means the amount of profit in pounds which represents an IRR of 15% (fifteen per cent) for the Residential Units to be constructed within the relevant Tranche;

"Key Worker"

means persons in any of the following occupations:

- (a) nurses, doctors, paramedics, ambulance workers and other clinical staff employed by the NHS (at hospitals, health centres or in the community);
- (b) firefighters;
- (c) teachers and teaching assistants (from non-fee charging schools); university teaching and research staff;
- (d) social workers, educational psychologists and therapists delivering services for the Council, employed within the Borough or by the NHS;
- (e) police officers and police community support officers; and
- (f) such other persons as may be approved by the Council;

"Key Worker Employer"

means a public, voluntary, or private sector organisation which employs Key Workers;

"Key Worker Housing"

means Affordable Housing:

- (a) provided to Eligible Persons;
- (b) pursuant to a lease that does not impose any up-front fees of any kind (other than a deposit and rent in advance), provides for a term of at least three years, contains a break clause which allows the tenant to end their tenancy with two months' notice at any time after the first six months and prevents the unit from being sub-let;
- (c) which meets the requirements for Intermediate Affordability; and

- (d) which is subject to a Lettings Agreement with one or more Key Worker Employers;

"Key Worker Housing Units"

means those Residential Units provided as Key Worker Housing;

"Lettings Agreement"

means an agreement entered into or to be entered into between the Registered Provider and a Key Worker Employer which provides the Key Worker Employer with nomination rights in respect of the relevant Key Worker Housing Units;

"Living Rent Index"

means an index derived in accordance with the methodology used by the GLA as at the date of the Section 73 Permission to update living rents, being the product of the following items:

- (a) the annual change in the Households Below Average Income Median Income for London (three year rolling average data) most recently published by the Department for Work and Pensions at the date of calculation; and
- (b) the ratio of the Annual Survey of Hours and Earnings Median Income (three year rolling average data) for Southwark to that of London in each case most recently published by the Office for National Statistics at the date of calculation;

PROVIDED THAT if either item is no longer available then such alternative shall be substituted as may be agreed by the Council and the Developer or in the absence of agreement determined by a Specialist pursuant to clause 21;

"Local Market Rent"

means the estimated amount for which the relevant property interest could be leased or let at the date of valuation based on appropriate detailed comparable local market evidence and assuming a willing landlord and a willing lessee or tenant on an appropriate lease or tenancy terms after proper marketing wherein those parties have acted knowledgeably, prudently and without compulsion to be assessed in accordance with a property's size, location and individual characteristics and the RICS approved valuation methods or intended or established valuation custom and practice;

"Local Market Value"

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration

on the date of valuation based on appropriate detailed comparable local market evidence 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;

"London Living Rent Housing"

means Affordable Housing for rent provided by a Registered Provider that is required to be offered to Eligible Persons on a time-limited tenancy:

- (a) at rents including Service Charges not exceeding:
 - (i) for the first letting, the relevant benchmark London Living Rent levels published by the GLA as at the date of the letting; and
 - (ii) for each subsequent letting, the relevant benchmark London Living Rent levels published by the GLA as at the date of the first letting increased in line with the Living Rent Index calculated from the date of the first letting (or such higher London Living Rent level as may be published by the GLA as at the date of the subsequent letting increased in line with the Living Rent Index calculated from the date of publication to the date of the subsequent letting); and
- (b) 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 CPI for the relevant period

PROVIDED THAT initial rents for subsequent lettings will be reset in accordance with sub-paragraph (a);

"London Plan Annual Monitoring Report" means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;

"Market Housing Units" means those Residential Units that are not provided as Affordable Housing;

"Market Value" means the price at which the sale of the relevant property interest (whether sold by conveyance of the land or corporate disposal) would have been completed unconditionally for cash consideration on the relevant appraisal date based on detailed comparable market evidence, including evidence of rental values for the Residential Units which have been let and evidence of the rental yield of the Residential Units (where applicable) and a valuation of the remaining Residential Units) and in the case of Affordable Housing a market value social housing valuation in accordance with the RICS Red Book, to be assessed by the Council 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;

"Minimum Residential Requirement" means not less than 2,000 Residential Units (excluding for the purpose of this definition any Specialist Housing and any Student Accommodation) across the Development as a whole by the Completion of the final Development Phase;

"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 14.2.1 of Part 2 of this Schedule 11, the period from (and including) the Date of Deemed Service on the Council of the Default Notice 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 and the Council);
"Nominations Agreement"	means an agreement entered into or to be entered into between the Registered Provider and the Council substantially in the form of the draft agreement at Annex 28 of this Agreement and which provides the Council with nomination rights in respect of the Affordable Housing;
"Option"	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 14.4 of Part 2 of this Schedule 11 for the purchase of the relevant Affordable Housing Units;
"Percentage Profit"	means the IRR (expressed as a percentage) for the Residential Units to be constructed within the relevant Tranche;
"Registered Provider Marketing Protocol"	means that the following steps have been taken in marketing any relevant Affordable Housing Units to Registered Providers: <ul style="list-style-type: none"> (a) the relevant Affordable Housing Units have been marketed in accordance with the provisions of paragraph 2.4 of Part 1 of this Schedule 11 for a continuous period (subject to (d) below) of at least 12 months to: <ul style="list-style-type: none"> (i) all Registered Providers that fall within limb (a) and (b) of the definition of "Registered Provider" in this Deed; (ii) the Council in accordance with limb (d) of the definition of Registered Provider; and (iii) any other Registered Providers that the Council may nominate within twenty-eight (28) Working Days following notice of commencement of the

marketing of the relevant Affordable Housing Units by the Developer to the Council;

PROVIDED THAT the marketing period must not commence more than 18 months prior to the date upon which the RMA application for the relevant Affordable Housing Units is submitted to the Council;

- (b) the marketing exercise has provided:
 - (i) the minimum level of information reasonably required by a Registered Provider to make an informed offer for the relevant Affordable Housing Units which shall include plans, a schedule of accommodation, specification, handover dates and payment terms, together with land registry title, planning information and replies to standard enquiries typical for an informed best and final offer bid.
 - (ii) such other information as the Council may reasonably require following notice of commencement of the marketing of the relevant Affordable Housing Units and any information that a Registered Provider may reasonably request;
- (c) that the marketing exercise has involved interactions on at least a monthly basis with those bodies listed in limb (a) of this definition and, where there has been no engagement from the relevant body, evidence of contact with different contacts, until a decline to offer is received or until the end of the 12 month marketing period (whichever is the earlier);
- (d) where after six (6) months of marketing the relevant Affordable Housing Units it has been evidenced by the Developer to the Council's reasonable satisfaction that there is no offer from a Registered Provider equivalent to or greater than Market Value for the relevant Affordable Housing Units and otherwise on reasonable commercial terms, then:

- i) the Developer shall consider with the Council whether a change of tenure and/or unit mix and/or quantum in line with the equivalency test within the GLA "Accelerating Housing Delivery" Planning and Housing Practice Note December 2024 (as may be revised or updated from time to time) would secure an offer which is at Market Value from a Registered Provider for such Affordable Housing Units, and
 - ii) where the Council agrees in its absolute discretion that such a change would have a reasonable prospect of securing such an offer and the change in tenure is to a tenure which is acceptable to the Council then the marketing exercise shall continue for the remaining 6 months of the marketing period on the basis of that change in tenure (a "**Tenure Variation Request**") PROVIDED THAT the remaining six (6) months of the marketing period shall run from the date that the Tenure Variation Request is agreed by the Council;
- (e) where bids have been received that are reflective of Market Value for the relevant Affordable Housing Units and otherwise on reasonable commercial terms the Developer shall accept the offer (subject to contract) and thereafter the Developer shall use Reasonable Endeavours to actively progress contractual negotiations in good faith to secure an agreement to transfer or lease for at least 125 years of the relevant Affordable Housing Units for a period of 6 months from acceptance of the offer; and
- (f) if requested by the Council the Developer shall instruct and fund a valuer to provide an independent Red Book Valuation of the offer to confirm whether or not it reflects Market Value (as defined by the RICS guidance note 'Valuation of Affordable Housing (2nd Edition)' and the forthcoming RICS Practice Statement 'Affordable housing development - valuation considerations (1st Edition)') and is otherwise on reasonable commercial terms and such valuer shall state in

their terms of instruction that they are providing a duty of care to both the Developer and the Council;

- (g) at the end of the 12 month marketing period if no bids have been received that are reflective of Market Value for the relevant Affordable Housing Units and:
 - (i) a marketing pack has been provided to the Council that details and provides the correspondence, offers received, reasons for offers, reasons for no bids and frequency of contact; or
 - (ii) marketing has been evidenced through platforms such as the Homes England Clearing Service or The Affordable Housing Network

the provisions of paragraph 2.4 and 2.5 of Part 1 of this Schedule 11 shall apply.

"Residential Unit"

means for the purposes of this Schedule 11 and Schedule 14:

- (a) any separate unit of residential accommodation which is within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) to be constructed on the Site pursuant to the Planning Permission together with any associated car parking space or spaces;
- (b) any separate unit of Specialist Housing to be constructed on the Site pursuant to the Planning Permission together with any associated car parking space or spaces;
- (c) any Student Accommodation to be constructed on the Site pursuant to the Planning Permission together with any associated car parking space or spaces on the basis that each 2.5 Student Bedspaces shall be deemed to be equivalent to one Residential Unit for the purpose of this definition; and
- (d) any Co-Living Accommodation to be constructed on the Site pursuant to the Planning Permission together with any associated car parking space or spaces on the basis that each

1.8 Co-Living Bedspaces shall be deemed to be equivalent to one Residential Unit for the purpose of this definition;

"RICS Red Book" means the RICS Valuation – Global Standards ('Red Book') as issued or updated from time to time by the Royal Institution of Chartered Surveyors;

"Sale" means:

- (a) the transfer of the freehold of a Residential Unit; or
- (b) the grant of a lease of a Residential Unit 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 an owner or tenant of an 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;

"Shared Ownership Housing" means housing offered to Eligible Persons 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 which meets the requirements for Intermediate Affordability;

"Shared Ownership Units" means those Residential Units provided as Shared Ownership Housing;

"Site-Wide Infrastructure" means the site-wide infrastructure described in Annex 29 of this Agreement;

"Social Rented Housing" means Affordable Housing owned and let by local authorities and Registered Providers for which guideline target rents are determined through the national rent regime (meaning the rent regime under which the social rents of tenants of social housing are set by the Regulator of Social Housing with particular reference to the Direction

on the Rent Standard February 2019 and the Rent Standard Guidance April 2015 (as updated from to time));

"Social Rented Units"	means the Residential Units provided as Social Rented Housing;
"Specialist Housing"	means a care home, nursing home, extra-care housing, sheltered housing, almshouses, co-housing and similar schemes designed specifically for older persons or those with particular needs in each case within Use Class C2 of the Town and Country Planning (Use Classes) Order 1987 (as amended);
"Staircasing"	means the purchase by the owner of additional equity in a Shared Ownership Unit;
"Student Accommodation"	means accommodation for students enrolled on a course provided by a Higher Education Provider;
"Student Bedspace"	means Student Accommodation sleeping accommodation intended to be used for a single person;
"Substantial Commencement Date"	means the actual date on which any one of the buildings to be constructed within Development Zone L has been constructed to at least first floor slab level;
"Substantial Commencement Target Date"	means subject to paragraph 1 of Part 3 the date thirty-six (36) months after but excluding the date of the grant of the Section 73 Permission PROVIDED THAT such date shall be extended in the event that Gateway 2 Approval is not received by the Developer within twelve (12) weeks from receipt by the regulator of a valid application from the Developer for Gateway 2 Approval, such extension to be equal to the actual period in excess of twelve (12) weeks until the date such Gateway 2 Approval is granted to the Developer;
"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"	means the amount of profit in pounds (if any) which represents the value of the Percentage Profit in excess of the IRR Target in the relevant Tranche Viability Appraisal;

"Tranche"	means each of Tranche 1, Tranche 2, Tranche 3 and Tranche 4;
"Tranche 1"	the first 1,000 Residential Units to be constructed at the Development (excluding the Residential Units within the Phase 1 Development);
"Tranche 2"	the next 1,000 Residential Units (or such other number as may be agreed by the Developer and the Council) to be constructed at the Development following the Practical Completion of Tranche 1;
"Tranche 3"	the next 1,000 Residential Units (or such other number as may be agreed by the Developer and the Council) to be constructed at the Development following the Practical Completion of Tranche 2;
"Tranche 4"	the remaining Residential Units to be constructed at the Development following the Practical Completion of Tranche 3;
"Tranche Viability Appraisal"	means a forward-looking open book appraisal of the GDC, GDV and financial viability of the next Tranche to be constructed at the Development at the time of such open book appraisal being undertaken and prepared on the same terms and using the same methodology as the Baseline Viability Appraisal (but updated to reflect evidence at the relevant time of GDC and GDV) to determine whether there is any Surplus in relation to the relevant Tranche; and
"Valuer"	means an RICS accredited independent person suitably qualified and acting as an expert not an arbitrator.

The Developer covenants with the Council as follows:

Part 1
Housing Mix

- 1. Housing Mix**
- 1.1 The Residential Units comprised within each Development Plot or if agreed by the Council across a Development Phase (other than the Phase 1 Development) shall be provided in accordance with the Housing Mix.

Part 2
Affordable Housing

1. Affordable Housing Percentage

1.1 Subject to paragraphs 2.3 and 2.5:

1.1.1 not less than 20% (twenty per cent) of the total Habitable Rooms within Tranche 1 shall be provided as Affordable Housing (including any Discounted Market Sale Housing which may have been disposed of pursuant to paragraph 12.5); and

1.1.2 in addition the Developer shall provide the Affordable Housing Units (Phase 1 Development) Shortfall within Tranche 1 or where paragraph 2.7 of Part 2 of this Schedule 11 applies (or the Council otherwise agrees in its absolute discretion) as a Commuted Sum in accordance with paragraph 2.7.

1.2 Subject to paragraph 2.4, the percentage of Habitable Rooms to be provided as Affordable Housing in each of Tranche 2, Tranche 3 and Tranche 4 (if any) shall be determined in accordance with Part 4 of this Schedule 11.

1.3 Individual Development Plots and Development Phases (as the case may be) in each of Tranche 1, Tranche 2, Tranche 3 and Tranche 4 may deliver more or less than the proportion of Habitable Rooms required to be delivered as Affordable Housing across the relevant Tranche as a whole.

1.4 To provide the Minimum Residential Requirement.

1.5 Where in the reasonable opinion of the Council a Housing Delivery Plan does not satisfactorily demonstrate that the Development will provide the Minimum Residential Requirement, the Developer shall if requested by the Council provide further evidence to satisfy the Council (acting reasonably) that the Development will provide the Minimum Residential Requirement.

1.6 Where the Council has requested the provision of further evidence that the Development will provide the Minimum Residential Requirement, the Developer shall not Implement any further Development Plot which at the date of the request in the reasonable opinion of the Council may preclude the provision of the Minimum Residential Requirement until such further evidence has been provided to the Council's reasonable satisfaction.

2. Affordable Housing Tenure Mix

2.1 Of the twenty per cent (20%) Habitable Rooms within the Residential Units within Tranche 1 to be provided as Affordable Housing Units pursuant to paragraph 1.1.1, unless otherwise agreed by the Council and subject to paragraphs 2.3 and 2.5, the twenty per cent (20%) shall comprise:

2.1.1 a minimum of fourteen per cent (14%) Social Rented Housing (by Habitable Rooms); and

2.1.2 a minimum of six per cent (6%) Intermediate Housing (by Habitable Rooms) including any Discounted Market Sale Housing which may have been disposed of pursuant to paragraph 12.5.

2.2 Unless otherwise agreed by the Council and subject to paragraphs 2.3 and 2.4, no more than four per cent (4%) of the Habitable Rooms within the Residential Units within Tranche 1 shall comprise Discounted Market Sale Housing (including any Discounted Market Sale Housing which may have been disposed of pursuant to paragraph 12.5).

2.3 The Developer may elect that the Habitable Rooms to be provided as Affordable Housing Units within the Residential Units within Tranche 1 pursuant to:

2.3.1 paragraph 1.1.1 shall instead of the tenure mix set out at paragraph 2.1.1 and 2.1.2 comprise seventeen per cent (17%) of the total Habitable Rooms within Tranche 1 entirely as Social Rented Housing with no Intermediate Housing; and

2.3.2 paragraph 1.1.2 shall instead of the 8 Intermediate Housing Units (twenty-eight (28) Habitable Rooms) comprised in the Affordable Housing Units (Phase 1 Development) Shortfall comprise four (4) Social Rented Units (fourteen (14) Habitable Rooms) with no Intermediate Housing

each of these being agreed by the Parties to reflect a position of financial equivalency (the "Equivalency Election") PROVIDED THAT in the event the Developer subsequently requests to pay a Commuted Sum under paragraph 2.4 (and the Council approves such request) then notwithstanding the other requirements of that paragraph the Commuted Sum shall be calculated on both the position before the Equivalency Election and the position after it and the Developer shall pay whichever is the higher amount as the Commuted Sum.

2.4 In relation to any relevant Tranche which involves the delivery of Affordable Housing Units and subject to the Developer having first complied in full with the Registered Provider Marketing Protocol (which for the avoidance of doubt may commence prior to the submission of an application for Reserved Matters Approval) the Developer may request the Council's approval to a Commuted Sum being paid in lieu of providing some or all of the Affordable Housing Units within that Tranche and such request must be made in writing and accompanied by evidence to demonstrate how the Registered Provider Marketing Protocol has been complied with.

2.5 Following receipt of a request under paragraph 2.4 the Council shall either:

- 2.5.1 approve the request and confirm the amount of the Commuted Sum; or
 - 2.5.2 refuse the request and identify those parts of the Registered Provider Marketing Protocol that it considers have not been satisfied.
- 2.6 If the Council's response is given pursuant to 2.5.2 the Developer shall either
- 2.6.1 undertake those parts of the Registered Provider Marketing Protocol that the Council have identified as not having been satisfied and following completion of the same the Developer may re-apply for approval to pay a Commuted Sum under paragraph 2.4; or
 - 2.6.2 if the Developer disagrees with the Council's decision it shall enter into discussions with the Council and the Developer and the Council shall use their reasonable endeavours to come to an agreed position but if after a period of 10 Working Days it has not been possible to come to an agreed position either may refer the matter for the determination of a Specialist under clause 21.
- 2.7 Where (whether by approval by the Council pursuant to paragraph 2.5.1 or by determination by a Specialist in accordance with paragraph 2.6.2) the Developer has complied in full with the Registered Provider Marketing Protocol and has not received any offers for the relevant Affordable Housing Units which are equivalent to or greater than market value of the relevant Affordable Housing Units then the Developer shall pay the amount of the Commuted Sum as specified within 10 Working Days of the Council's response or the determination of the Specialist (as the case may be).
- 2.8 If pursuant to the Registered Provider Marketing Protocol and following approval by the Council of a Tenure Variation Request offers are received by the Developer within the marketing period which are equivalent to or greater than market value of the relevant Affordable Housing Units (as varied pursuant to the Tenure Variation Request) and otherwise on reasonable commercial terms then the Developer and the Council shall enter into a deed of variation to amend the Principal Agreement to formally document the Tenure Variation Request and the delivery of the relevant Affordable Housing Units within the relevant Tranche in accordance with the same.

3. Housing Delivery Plan

- 3.1 Not to Implement any RMA that includes the provision of Residential Units unless a Housing Delivery Plan has been submitted with the relevant application for an RMA and the Housing Delivery Plan has been approved by the Council.
- 3.2 To comply with each Housing Delivery Plan approved by the Council pursuant to paragraph 3.1.

4. Construction

- 4.1 The Developer shall construct or procure the construction of the Affordable Housing Units in accordance with the Council's Residential Design Standards Supplementary Planning Document 2011 (as amended by the technical update in 2015) save where otherwise agreed by the Council in the Planning Permission or in the relevant RMA.

5. Occupation Restriction on Market Housing Units

- 5.1 Not to Occupy more than 50% (fifty per cent) of the Market Housing Units comprised within the Phase 1 Development unless and until all of the Affordable Housing Units (Phase 1 Development) have been Delivered as Affordable Housing.
- 5.2 Not to Occupy more than 75% (seventy five per cent) of the Market Housing Units comprised within each Tranche unless and until all of the Affordable Housing Units to be provided in that Tranche (if any) have been Delivered as Affordable Housing (including any Affordable Housing to be provided within that Tranche pursuant to an approved Affordable Housing Scheme).

6. Social Rented Units

- 6.1 Save where the Registered Provider is the Council:
- 6.1.1 not to Occupy any Social Rented Units until a Nominations Agreement has been entered into between the Registered Provider and the Council in respect of those Social Rented Units;
 - 6.1.2 to comply with the terms of the relevant Nominations Agreement in respect of the letting of the Social Rented Units to which it relates;
 - 6.1.3 to ensure that Service Charges payable by tenants of Social Rented Units shall be limited to the costs of services provided (or to be provided) and such tenants shall not be charged for any services not directly related to the Social Rented Units;
 - 6.1.4 to use Reasonable Endeavours to minimise the cost of Service Charges payable by tenants of Social Rented Units; and
 - 6.1.5 to notify the Council of the Service Charges payable by tenants of Social Rented Units within eight weeks of such service charges being set or altered.

7. Intermediate Housing for Rent

- 7.1 To provide the Council with not less than one month's prior notice of an Intermediate Housing Unit for rent (other than a Key Worker Housing Unit) being ready for Occupation in order to facilitate the nominations protocol referred to in paragraphs 7.2 to 7.4.

- 7.2 Subject to paragraphs 7.3 and 7.4, the Intermediate Housing Units for rent (other than the Key Worker Housing Units) shall be provided to Eligible Persons within the Borough who have been referred by the Council to the Developer for approval from the Intermediate Rent Housing List.
- 7.3 The Developer shall have discretion (acting reasonably) as to whether or not to approve an Eligible Person who is not economically active, has a track record of antisocial behaviour or failure to pay rent, is in receipt of housing benefits payments or is not in receipt of satisfactory references.
- 7.4 In the event that within twenty (20) Working Days following receipt of the notification referred to in paragraph 7.1, the Council has not referred any Eligible Persons to the Developer for approval from the Intermediate Rent Housing List or the Developer has not approved any Eligible Person referred by the Council (but only where the Developer's reasons for not approving any Eligible Persons are in accordance with paragraph 7.3 and the Developer has notified the Council of those reasons) or there is no Intermediate Rent Housing List, the Intermediate Housing Unit for rent shall be let to an Eligible Person in accordance with the following order of priority:
- 7.4.1 to Borough residents or persons who work in the Borough;
 - 7.4.2 if within ten (10) Working Days following receipt of the notification referred to in paragraph 7.1, there are no eligible occupiers under paragraph 7.4.1, to those whose reside or work in South-East or South-West London Housing Partnership sub-regions; or
 - 7.4.3 if within twenty (20) Working Days following receipt of the notification referred to in paragraph 7.1, there are no eligible occupiers under paragraphs 7.4.1 or 7.4.2, to London-wide residents or workers.

8. Key Worker Housing

- 8.1 To provide the Key Worker Employer with not less than one (1) month's prior notice of a Key Worker Housing Unit being ready for Occupation in order to facilitate the nominations protocol referred to in paragraphs 8.2 to 8.3.
- 8.2 Subject to paragraphs 8.3 and 8.4, Key Worker Housing Units shall be provided to Eligible Persons within the Borough who have been referred by a Key Worker Employer to the Developer for approval.
- 8.3 The Developer shall have discretion (acting reasonably) as to whether or not to approve an Eligible Person who is not economically active, has a track record of antisocial behaviour or failure to pay rent, is in receipt of housing benefits payments or is not in receipt of satisfactory references.
- 8.4 In the event that within twenty (20) Working Days following receipt of the notification referred to in paragraph 8.1, the Key Worker Employer has not referred any Eligible Persons to the Developer for approval or the Developer has not approved any Eligible Person referred by the Key Worker Employer (but only where the Developer's reason for not approving any Eligible Persons are in accordance with

paragraph 8.3 and the Developer has notified the Council of those reasons), the Key Worker Housing Unit shall be let to an Eligible Person(s) in accordance with the following order of priority:

8.4.1 to Eligible Persons for Discounted Market Rent and London Living Rent housing; then

8.4.2 to Borough residents or persons who work in the Borough; then

8.4.3 if within ten (10) Working Days following receipt of the notification referred to in paragraph 8.1, there are no eligible occupiers under paragraphs 8.4.1 or 8.4.2, to those who reside or work in South-East or South-West London Housing Partnership sub-regions; then

8.4.4 if within twenty (20) Working Days following receipt of the notification referred to in paragraph 8.1, there are no eligible occupiers under paragraphs 8.4.1, 8.4.2 or 8.4.3, to London-wide residents or workers.

9. Intermediate Housing for Sale

9.1 Subject to paragraph 9.3, to market any Intermediate Housing Unit for sale (such marketing to include either a show flat or a marketing suite) for a period of not less than five months immediately prior to the anticipated date of Practical Completion of the relevant Intermediate Housing Unit in accordance with paragraph 9.2 unless otherwise agreed by the Council.

9.2 Subject to paragraph 9.3, to promote any Intermediate Housing Unit for sale:

9.2.1 continuously during the marketing period referred to in paragraph 9.1 in the following places:

(A) a specialist website and social media account dedicated to the Development;

(B) www.shareto-buy.com;

(C) www.thelittlehousecompany.co.uk; and

9.2.2 at least four times during the marketing period referred to in paragraph 9.1 in the following places:

(A) in two local Borough newspapers; and

(B) in such other place as the Council may reasonably request.

9.3 This paragraph 9 shall not apply to the re-sale of Discounted Market Sale Units in accordance with paragraph 12.5.

10. Restriction on Occupation of Social Rented Housing

10.1 Subject to the provisions of paragraphs 14.1.1, 14.1.3 and 14.1.4, not to Occupy the Social Rented Units other than as Social Rented Housing.

11. Restriction on Occupation of Intermediate Housing

11.1 Subject to the provisions of paragraphs 11.2, 12.5 and 14.1, not to Occupy the Intermediate Housing Units other than as Intermediate Housing (and unless otherwise agreed by the Council in accordance with the tenure approved by the Council as part of the relevant Housing Delivery Plan).

11.2 In the event that within nine months following the commencement of marketing of any Intermediate Housing Unit for first sale or rent, the owner has not exchanged contracts with a purchaser or tenant who meets the relevant eligibility criteria specified in this Schedule 11, then the Developer may propose amendments to such eligibility criteria to the Council and may sell or let the relevant Intermediate Housing Unit to a purchaser or tenant who meets such amended eligibility criteria as may be approved by the Council in its absolute discretion.

12. Discounted Market Sale Housing

First Sale

12.1 The Developer covenants with the Council that the Local Market Value of the Discounted Market Sale Unit shall be determined as follows:

12.1.1 the Developer will commission a Valuer to provide a full written assessment of the Local Market Value of the Discounted Market Sale Unit (as at the anticipated date that such units will be available for first Occupation) prepared in line with the RICS Red Book and the conclusions in the assessment will be clearly supported by comparable evidence; and

12.1.2 an assessment produced by the Valuer shall be submitted to the Council for its approval and, if approved by the Council, this figure shall be deemed to be the Local Market Value.

12.2 In the event that the Council does not approve the figure provided in accordance with paragraph 12.1, the Council may commission another Valuer to provide a full written assessment of the Local Market Value of the Discounted Market Sale Unit (as at the anticipated date that such units will be available for first Occupation) prepared in line with the RICS Red Book and the Developer shall pay the costs of the Valuer in respect of the operation of this paragraph 12.2.

12.3 If the two figures produced under paragraphs 12.1 and 12.2 are:

12.3.1 no more than 10% (ten per cent) apart, then the average of those two figures shall be deemed to be the Local Market Value; or

12.3.2 more than 10% (ten per cent) apart, then the Developer and the Council will (unless otherwise agreed) jointly commission a third Valuer to provide a written assessment of the Local Market Value of the Discounted Market Sale Units (as at the anticipated date that such units will be available for first Occupation) prepared in line with the RICS Red Book and the average of the three figures produced under paragraphs 12.1 and 12.2 and this subparagraph shall be deemed to be the Local Market Value of the Discounted Market Sale Units.

Re-sale

12.4 No Discounted Market Sale Unit shall be re-sold or permitted to be re-sold other than in accordance with the following procedure:

12.4.1 subject to paragraph 12.5, the owner shall not offer to sell or sell the relevant Discounted Market Sale Unit other than at a price that does not exceed 60% (sixty per cent) of the Local Market Value of that unit;

12.4.2 the owner shall notify the Council of its intention to sell the relevant Discounted Market Sale Unit;

12.4.3 subject to paragraphs 12.4.4 and 12.4.5, the relevant Discounted Market Sale Unit shall only be sold to Eligible Persons within the Borough who have been referred by the Council to the owner;

12.4.4 in the event that within ten (10) Working Days following receipt of the notification referred to in paragraph 12.4.2, the Council has not referred any Eligible Persons to the owner, or in the event that within three months following receipt by the Council of the notification referred to in paragraph 12.4.2, the owner has not exchanged contracts with any Eligible Person referred by the Council, then the owner shall advertise the relevant Discounted Market Sale Unit on the GLA Homes for Londoners search tool (or such equivalent medium as may replace it from time to time); and

12.4.5 in the event that within three months following the relevant Discounted Market Sale Unit first being advertised on the GLA Homes for Londoners search tool (or such equivalent medium as may replace it from time to time), the owner has not exchanged contracts with a purchaser, then the owner may sell the relevant Discounted Market Sale Unit to anyone on the open market without restriction in accordance with paragraph 12.5.

12.5 Where the owner of a Discounted Market Sale Unit is entitled to sell the relevant Discounted Market Sale Unit in accordance with this paragraph 12.5, such sale shall be at a price that is not less than the Local Market Value of that unit (determined in line with the RICS Red Book) subject to the owner paying an amount equivalent to 40% (forty per cent) of the sale price to the Council upon completion

of the sale, such sum to be applied by the Council towards the provision of Affordable Housing in the Borough.

- 12.6 The owner of a Discounted Market Sale Unit shall not exchange contracts for the sale of the Discounted Market Sale Unit until the Council has provided the owner with a Certificate, such Certificate not to be unreasonably withheld or delayed and the Council agrees to provide the owner with such certificate or other evidence as may be required for the purpose of the registration of the disposition of the Discounted Market Sale Unit at HM Land Registry.
- 12.7 The Council shall be entitled to charge the seller of a Discounted Market Sale Unit a fee equal to its reasonable costs properly incurred in connection with the provision of the Certificate subject to a maximum amount equal to 0.5% (nought-point-five per cent) of the sale price for the Discounted Market Sale Unit.
- 12.8 In order that the future ownership and sale price of the Discounted Market Sale Units are controlled so as to ensure that such units remain as such in perpetuity (subject to paragraphs 12.4 and 12.5) the Developer shall procure the registration at HM Land Registry on the first disposal of each Discounted Market Sale Unit of the restriction set out below (or in such other form as the Chief Land Registrar shall deem appropriate) against the leasehold title to each Discounted Market Sale Unit and to provide the Council with a copy of the title:

"No disposition of the registered estate other than a charge by the proprietor of the registered estate, or by the proprietor of a charge, not being a charge registered before the entry of this restriction shall be completed by way of registration without a certificate signed by the London Borough of Southwark, that the provisions of paragraphs 12.4 and 12.5 of Part 2 of Schedule 11 to the Section 106 Agreement dated 28 May 2020 between (1) the Mayor and Burgesses of the London Borough of Southwark, (2) BL CW Holdings Limited and (3) Transport for London (as modified) have been complied with."

- 12.9 On each subsequent disposal of the freehold and leasehold interest in each Discounted Market Sale Unit (save for a disposal in accordance with paragraph 12.5) the new owner and/or lessee (as applicable) shall procure the registration at HM Land Registry of a restriction in the same form as referred to in paragraph 12.8 against the title to the Discounted Market Sale Unit in which they have acquired an interest and provide the Council with a copy of the title.
- 12.10 Following the disposal of a Discounted Market Sale Unit in accordance with paragraph 12.5, the new owner and/or lessee (as applicable) shall apply for the restriction referred to in paragraph 12.8 to be removed from the title and the Council shall consent to such application and removal upon request where the relevant provisions of this Schedule 11 have been complied with.

13. Discounted Market Rent Housing

- 13.1 Discounted Market Rent Units shall be let at a rent that is not more than 70% (seventy per cent) of Local Market Rent and pursuant to a lease that does not impose any up-front fees of any kind (other than a deposit and rent in advance), provides for a term of at least three years, contains a break clause which allows the tenant to end their tenancy with two months' notice at any time after the first six months and prevents the unit from being sub-let.

14. General Provisions

- 14.1 The provisions in this Schedule 11 shall not bind:

14.1.1 any person who has exercised a right to acquire pursuant to the Housing Act 1985 or the Housing Act 1996 or any other statutory provision for the time being in force in respect of a particular Social Rented Unit;

14.1.2 any person who has acquired 100% (one hundred per cent) of the equity in a Shared Ownership Unit pursuant to a Homes England model shared ownership lease or such other model form of lease that may replace it from time to time;

14.1.3 subject to compliance with paragraph 14.2:

(A) any Chargee of a Registered Provider unless the Chargee is a successor in title or has taken possession of the land to which the security relates;

(B) any receiver appointed under any security documentation to enable such a Chargee to realise its security or any administrator;

(C) any Chargee of a purchaser of a Discounted Market Sale Unit or of a person to whom a Registered Provider grants a Shared Ownership lease; nor

(D) any receiver appointed by such a Chargee; nor

14.1.4 the successors in title to or persons deriving title through or under the persons described in sub-paragraphs 14.1.1, 14.1.2 and 14.1.3 of this Schedule 11.

- 14.2 In order to benefit from the protection granted by paragraph 14.1.3, a Chargee must:

14.2.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at 160 Tooley Street, London, SE1 2TZ between the hours of 9.00am and 5.30pm or using first class registered post to the Council's offices at 160 Tooley Street, London, SE1 2TZ in either case addressed to the Director of Planning prior to seeking to dispose of the relevant Affordable Housing Units;

- 14.2.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - 14.2.3 subject to paragraph 14.7, 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 14.4.
- 14.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.
- 14.4 Not later than fifteen (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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
- 14.4.1 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));
 - 14.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 14.5.2 or determined in accordance with paragraph 14.6;
 - 14.4.3 provided that the purchase price has been agreed in accordance with paragraph 14.5.2 or determined in accordance with paragraph 14.6, but subject to paragraph 14.4.4, the Council (or its nominated substitute Registered Provider) 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;
 - 14.4.4 the Option will expire upon the earlier of: (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option; and (ii) the expiry of the Moratorium Period; and
 - 14.4.5 any other terms agreed between the parties to the Option (acting reasonably).
- 14.5 Following the service of the Intention Notice:
- 14.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 14.5.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:

- (A) 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 11; and
 - (B) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
- 14.6 On the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 14.5.2(A):
- 14.6.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 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;
 - 14.6.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) 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 ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 14.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 14.5.2(A), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
 - 14.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 14.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 14.6.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than ten (10) Working Days after his/her appointment and in any event within the Moratorium Period; and
 - 14.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 14.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule 11 and in any Nominations Agreement relating to those

Affordable Housing Units which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

- 14.7.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 14.7.2 the Council (or its nominated substitute Registered Provider) 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
 - 14.7.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 14.8 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 14.2 to 14.7 (inclusive).

15. Build for Rent Units

- 15.1 Build for Rent Units shall be managed in accordance with the following management principles unless otherwise agreed with the Council:
- 15.1.1 each Build for Rent Unit shall be self-contained and let separately for private residential use;
 - 15.1.2 the length of each initial lease of each Build for Rent Unit shall be for a minimum term of three years SAVE where the prospective tenant requests a shorter term;
 - 15.1.3 each lease of a Build for Rent Unit shall contain a break clause allowing the tenant to end the lease upon giving one month's notice at any time after the first six months of the lease;
 - 15.1.4 all rent increases within the term of a lease shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy PROVIDED THAT rent may be reset at the start of each new tenancy;
 - 15.1.5 any tenant or prospective tenant of a Build for Rent Unit shall not be required to pay up-front fees in relation to the tenancy other than deposits or rent in advance; and
 - 15.1.6 all Build for Rent Units within the same building shall be managed as a whole by a single property manager which:
 - (A) provides a consistent and quality level of management;
 - (B) has some daily staff presence at the Site (but not necessarily full time dedicated on-site staff);

(C) is part of an accredited ombudsman scheme; and

(D) has a complaints procedure.

16. Grant Funding

16.1 From Commencement to Completion of the Development, the Developer will (where appropriate having regard to the need to achieve a mixed and balanced community at the Development) use Reasonable Endeavours on each such occasion to pursue and secure all Grant Funding that is potentially available and commercially viable for the Development and, if secured, apply the Grant Funding in accordance with the terms on which the Grant Funding has been given to the Developer PROVIDED THAT the Developer shall:

16.1.1 not be required to apply Grant Funding to any part of a Tranche in relation to which a reserved matters application has already been submitted; and

16.1.2 not be required to deliver in excess of forty per cent (40%) of the Habitable Rooms in the Residential Units in the Development as Affordable Housing.

16.2 On each anniversary of Commencement until Practical Completion of the Development, the Developer shall report to the Council in writing on an annual basis regarding compliance with paragraph 16.1 above to the Council's reasonable satisfaction, and such reports shall include (but not be limited to) evidence of the Grant Funding that has been available in the market during that year and the steps taken by the Developer to pursue and secure such Grant Funding, including any enquiries, approaches and applications made, and correspondence and meetings held, in relation to such Grant Funding.

17. Marketing of Market Housing Units

17.1 The Developer shall not market the Market Housing Units to prospective purchasers outside the United Kingdom at any time during which it is not marketing the same Market Housing Units locally.

18. Monitoring

18.1 The Council shall report to the GLA through the GLA's London Development Database the number and tenure of the Affordable Housing Units by unit numbers and Habitable Rooms as soon as reasonably practicable and the Developer shall provide the Council with such information and evidence as it may reasonably require in order to comply with this paragraph 18.

18.2 The Council shall report to the GLA through the GLA's London Development Database the following information (to the extent applicable):

18.2.1 the number and tenure of any additional Affordable Housing Units by unit numbers and Habitable Rooms;

18.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Rooms; and

18.2.3 the amount of any Commuted Sum to be paid to the Council pursuant to paragraphs 2.6 or 2.7 of Part 2 or paragraph 2.1.10 of Part 4 of this Schedule 11

as soon as reasonably practicable after the approval of an Additional Affordable Housing Scheme pursuant to paragraph 2.1.6 of Part 3 and the conclusion of a review pursuant to paragraph 2.1 of Part 4 and the Developer shall upon request provide the Council with such information and evidence as it may reasonably require in order to comply with its obligations in this paragraph 18.2.

18.3 To provide the Council with such information as it may reasonably require in order for it to be satisfied that the provisions in Part 1 and Part 2 of this Schedule 11 have been complied with.

18.4 To provide the Council with a detailed written response to the Affordable Housing Survey in respect of the Affordable Housing Units along with such evidence as the Council may reasonably require within twenty (20) Working Days of receipt of the survey.

18.5 The Developer shall not Occupy the Phase 1 Development until £11,527.50 (eleven thousand five hundred and twenty-seven pounds and fifty pence) Index Linked has been paid by the Developer to the Council as a monitoring fee in respect of the Affordable Housing contained within the Phase 1 Development.

18.6 The Developer shall not Occupy any Development Plot containing Affordable Housing until a monitoring fee in respect of the Affordable Housing contained within that Development Plot determined based on the number of such Affordable Housing Units multiplied by £132.50 (one hundred and thirty two pounds and fifty pence) Index Linked has been paid to the Council.

19. Treatment of Commuted Sums

19.1 Any approved Commuted Sum paid by the Developer to the Council pursuant to this Schedule 11 shall be deemed to have satisfied the obligations pursuant to this Schedule 11 to deliver the relevant number of Habitable Rooms that the Commuted Sum is paid in lieu of and any calculations required pursuant to this Schedule 11 shall be carried out accordingly.

Part 3
Affordable Housing Early Review

1. Substantial Commencement

- 1.1 The provisions of this Part 3 shall only apply where none of the buildings to be constructed within Development Zone L have been constructed to at least first floor slab level on the Substantial Commencement Target Date.
- 1.2 If a revised application for RMA for Development Zone L is submitted by the Developer prior to the Substantial Commencement Target Date the Council may (at its absolute discretion) extend the Substantial Commencement Target Date by a period commensurate with the period from the date of submission of that application for RMA to the date of determination thereof (or such longer period as may be agreed by the Council), in which case the Council shall confirm the revised Substantial Commencement Target Date to the Developer and all references in this Deed to the Substantial Commencement Target Date shall thereafter be read accordingly.
- 1.3 If the Developer anticipates that it will not achieve Substantial Commencement by the Substantial Commencement Target Date due to a delay in receipt of Gateway 2 Approval it may provide the Council with written notice of the same and the new Substantial Commencement Target Date.
- 1.4 A notice referred to in paragraph 1.2 served by the Developer on the Council shall provide:
- 1.4.1 details of the date on which the application for Gateway 2 Approval was made by the Developer and a valid application received by the regulator together with supporting evidence; and
- 1.4.2 reasonable evidence that the Developer applied for Gateway 2 Approval in a timely manner and in any event not less than twenty-four (24) months before the Substantial Commencement Target Date; and
- 1.4.3 details of any requests made by the regulator for further information to support any application made by the Developer for Gateway 2 Approval and reasonable evidence that the Developer has responded expeditiously to and with such information as may have been reasonably requested by the regulator.

2. Early Review

- 2.1 Subject to paragraph 3, a review mechanism shall be operated as follows:
- 2.1.1 the Developer shall submit an Early Review Viability Appraisal for Tranche 1 to the Council within twenty (20) Working Days of the Substantial Commencement Date for agreement and in the event of disagreement to be determined in accordance with clause 21;

- 2.1.2 in the event that the Council reasonably requires any further information, documents or supporting evidence, the Developer shall provide any information, documents and supporting evidence reasonably required to the Council within 10 Working Days of receiving the relevant request and this process may be repeated until the Council has all the information it reasonably requests;
- 2.1.3 the Council may appoint External Consultants to assess any Early Review Viability Appraisal and such other information, documents and evidence as may have been provided;
- 2.1.4 the Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Early Review Viability Appraisal and such other information, documents and evidence as may have been provided including those of any External Consultants appointed by the Council within twenty (20) Working Days of receipt of a written request for payment;
- 2.1.5 where the Early Review Percentage Profit identified in the agreed or otherwise determined Early Review Viability Appraisal is 15% (fifteen per cent) or less, the review shall cease and there shall be no requirement for the delivery of additional Affordable Housing in Tranche 1 pursuant to the review;
- 2.1.6 where the Early Review Percentage Profit identified in the agreed or otherwise determined Early Review Viability Appraisal is more than 15% (fifteen per cent), the Early Review Additional Profit shall be used by the Developer to increase the number of Habitable Rooms to be delivered as Affordable Housing in Tranche 1 (subject to the maximum specified in paragraph 3), which shall (unless otherwise agreed by the Council) be provided in the same tenure mix as set out in paragraph 2.1 of Part 2 of this Schedule 11 and otherwise in accordance with an Additional Affordable Housing Scheme submitted by the Developer and approved by the Council; and
- 2.1.7 the additional number of Habitable Rooms to be delivered as Affordable Housing in Tranche 1 is to be calculated by converting Market Housing Units to Affordable Housing Units in the Early Review Viability Appraisal until the Early Review Additional Profit reduces to zero and in the event of disagreement, the additional number of Habitable Rooms to be delivered as Affordable Housing shall be determined in accordance with clause 21.

3. Affordable Housing Cap

The Developer shall not be required to deliver (whether through on-Site provision of Affordable Housing or through payment of any Commuted Sum or share of Surplus to the Council) in excess of forty per cent (40%) of the Habitable Rooms in the Development (including the Phase 1 Development) being provided as Affordable Housing.

Part 4
Affordable Housing Delivery Reviews

1. Timing of Delivery Reviews

1.1 Not later than each of:

1.1.1 the Practical Completion of Tranche 1;

1.1.2 the Practical Completion of Tranche 2; and

1.1.3 the Practical Completion of Tranche 3,

the provisions of this Part 4 shall apply PROVIDED THAT in the event that Tranche 2 is not Commenced within one (1) year following completion of the Tranche Viability Appraisal for Tranche 2 pursuant to paragraph 2.1 below then the Developer shall update the relevant Tranche Viability Appraisal and the process set out in paragraph 1.2 and paragraph 2 below shall be repeated, this will also be the case if Tranche 3 or Tranche 4 is not Commenced within one (1) year following completion of the Tranche Viability Appraisal applicable to that Tranche.

1.2 The Developer shall not Commence the Tranche to which the relevant Tranche Viability Appraisal relates unless and until the relevant Tranche Viability Appraisal has been approved in writing by the Council.

2. Delivery Review

2.1 A review mechanism shall be operated as follows:

2.1.1 the Developer shall submit a Tranche Viability Appraisal together with details of any available Grant Funding for the next relevant Tranche to the Council within twenty (20) Working Days of each event referred to in paragraph 1 for agreement and in the event of disagreement to be determined in accordance with clause 21;

2.1.2 in the event that the Council reasonably requires any further information, documents or supporting evidence, the Developer shall provide any information, documents and supporting evidence reasonably required to the Council within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council has all the information it reasonably requests;

2.1.3 the Council may appoint External Consultants to assess any Tranche Viability Appraisal and such other information, documents and evidence as may have been provided;

- 2.1.4 the Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Tranche Viability Appraisal and such other information, documents and evidence as may have been provided including those of any External Consultants appointed by the Council within twenty (20) Working Days of receipt of a written request for payment;
- 2.1.5 where the Percentage Profit identified in the agreed or otherwise determined Tranche Viability Appraisal is 15% (fifteen per cent) or less, the review shall cease and there shall be no requirement for the delivery of any Affordable Housing within the relevant Tranche;
- 2.1.6 where the Percentage Profit identified in the agreed or otherwise determined Tranche Viability Appraisal is more than 15% (fifteen per cent) the percentage of Habitable Rooms within the Residential Units in the relevant Tranche to be provided as Affordable Housing shall be calculated in accordance with the following process:
- (A) the Developer's share of the Surplus (being 40% (forty per cent)) will be reflected by inserting an additional cost line into the Tranche Viability Appraisal showing the share of the Surplus the Developer will retain; and
 - (B) the Council's share of the Surplus (being 60% (sixty per cent)) will be reflected by inserting additional Habitable Rooms within the Residential Units in the relevant Tranche to be provided as Affordable Housing Units (or, where the Council elects (in its absolute discretion), a payment equivalent to the Council's share of the Surplus) into the Tranche Viability Appraisal until the Percentage Profit is reduced to an internal rate of return of (15%) (fifteen per cent) for the Residential Units to be constructed within the relevant Tranche;
- and in the event of disagreement, the percentage of Habitable Rooms within the Residential Units in the relevant Tranche to be provided as Affordable Housing shall be determined in accordance with clause 21;
- 2.1.7 where 60% (sixty per cent) of any Surplus is to be applied towards the delivery of additional Habitable Rooms as Affordable Housing within the relevant Tranche then the Developer shall (subject to paragraph 2.4 of Part 2 of this Schedule 11) provide the number of Habitable Rooms determined in accordance with paragraph 2.1.6(B) within the relevant Tranche as Affordable Housing;
- 2.1.8 any Habitable Rooms to be provided as Affordable Housing pursuant to paragraph 2.1.7 shall, unless otherwise agreed by the Council and subject to paragraph 2.1.9 and subject also to paragraph 2.4 of Part 2 of this Schedule 11, comprise:
- (A) 71.5% (seventy-one-point-five per cent) Social Rented Housing;

(B) 28.5% (twenty-eight-point-five per cent) Intermediate Housing (including any Discounted Market Sale Housing which may have been disposed of pursuant to paragraph 12.5 of Part 2 of this Schedule 11); and

(C) no more than 11.4% (eleven-point-four per cent) Discounted Market Sale Housing (including any Discounted Market Sale Housing which may have been disposed of pursuant to paragraph 12.5 of Part 2 of this Schedule 11),

and shall otherwise be provided in accordance with an Additional Affordable Housing Scheme approved by the Council PROVIDED THAT the Developer shall not be required to deliver in excess of 35% of the Habitable Rooms in the Residential Units in Tranche 2, Tranche 3 or Tranche 4 (respectively) as Affordable Housing;

2.1.9 the Developer may elect that the Habitable Rooms to be provided as Affordable Housing pursuant to paragraph 2.1.7 shall comprise 100% (one hundred per cent) Social Rented Housing with no Intermediate Housing to reflect a position of financial equivalency (the quantum of which shall be assessed and agreed by the Council (who may appoint a viability consultant to conduct such assessment with the reasonable and properly incurred costs of such assessment to be covered by the Developer)) to the tenure mix set out in paragraph 2.1.8; and

2.1.10 where the Council elects (in its absolute discretion) pursuant to paragraph 2.1.6(B) to receive a payment equivalent to the Council's share of any Surplus, then the relevant amount of such payment shall be paid to the Council within twenty (20) Working Days of the Council's election to be applied towards the delivery of Affordable Housing within the Borough and the Developer shall not Occupy more than 75% (seventy-five per cent) of the Market Housing Units comprised within the relevant Tranche unless and until that sum is paid to the Council.

Part 5

Final Affordable Housing Delivery Review

1. Timing of Final Delivery Review

1.1 Following Occupation of 85% (eighty five per cent) of the Residential Units across the Development or the expiry of a period of twenty four (24) years from the Implementation Date, whichever is the earlier, the provisions of this Part 5 shall apply.

2. Delivery Review

2.1 A review mechanism shall be operated as follows:

- 2.1.1 the Developer shall submit a Final Viability Appraisal within 20 Working Days of the event referred to in paragraph 1 for agreement and in the event of disagreement to be determined in accordance with clause 21;
- 2.1.2 in the event that the Council reasonably requires any further information, documents or supporting evidence, the Developer shall provide any information, documents and supporting evidence reasonably required to the Council within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council has all the information it reasonably requests;
- 2.1.3 the Council may appoint External Consultants to assess any Final Viability Appraisal and such other information, documents and evidence as may have been provided;
- 2.1.4 the Developer will pay the Council's costs which are reasonably and properly incurred in assessing any Final Viability Appraisal and such other information, documents and evidence as may have been provided including those of any External Consultants appointed by the Council within twenty (20) Working Days of receipt of a written request for payment;
- 2.1.5 where the Percentage Profit identified in the agreed or otherwise determined Final Viability Appraisal is 15% (fifteen per cent) or less, the review shall cease and there shall be no requirement for the payment of a Commuted Sum pursuant to the Final Viability Appraisal;
- 2.1.6 where the Percentage Profit identified in the agreed or otherwise determined Final Viability Appraisal is more than 15% (fifteen per cent) the sum payable to the Council pursuant to the Final Viability Appraisal shall be calculated in accordance with the following process:
 - (A) the Developer's share of the Final Review Surplus (being 40% (forty per cent)) will be reflected by inserting an additional cost line into the Final Viability Appraisal showing the share of the Final Review Surplus the Developer will retain; and
 - (B) the Council's share of the Final Review Surplus (being 60% (sixty per cent)) will be reflected by a sum equivalent to the Council's share of the Final Review Surplus into the Final Viability Appraisal until the Percentage Profit is reduced to an internal rate of return of 15% (fifteen per cent) for the Residential Units constructed at the Development;

and in the event of disagreement, the sum payable to the Council pursuant to the Final Viability Appraisal shall be determined in accordance with clause 21;

- 2.1.7 any sum payable pursuant to paragraph 2.1.6(B) shall be paid to the Council within 20 Working Days to be applied towards the delivery of Affordable Housing within the Borough PROVIDED THAT such payment to the Council shall be capped at an amount equivalent to the shortfall of provision below 40% (forty per cent) of the Habitable Rooms in the Residential Units as Affordable Housing; and
- 2.1.8 where a sum is payable pursuant to paragraph 2.1.6(B) the Developer shall not Occupy more than 90% (ninety per cent) of the Residential Units across the Development until the sum payable has been paid to the Council.

SCHEDULE 3

REPLACEMENT SPECIALIST HOUSING OBLIGATIONS

SCHEDULE 12

CO-LIVING ACCOMMODATION

Definitions

In this Schedule 12, the following words and phrases shall have the following meanings unless the context otherwise requires:

- "Co-Living Accommodation"** shall have the meaning defined in Schedule 11;
- "Co-Living Bedspace"** shall have the meaning defined in Schedule 11;
- "Co-Living Communal Amenity Areas"** means those communal shared areas and facilities (internal and external) within the Co-Living Accommodation identified in the Co-Living Management Plan; and
- "Co-Living Management Plan"** means a co-living management plan to be submitted by the Developer to the Council for approval which shall be a scheme for the management of the Co-Living Accommodation within a relevant building or block and which shall include details of the following:
- (a) the management agent(s) responsible for the letting of the Co-Living Bedspaces;
 - (b) the extent, location, facilities and day-to-day management of the Co-Living Communal Amenity Areas (including the details those areas to be made available to all occupiers of the Co-Living Accommodation at no additional cost and the detail of any areas excluded therefrom in relation to which booking charges or additional fees may apply);
 - (c) identification by reference to RMA plans of the Co-Living Communal Amenity Areas that are to be available for use by each Co-Living Bedspace;
 - (d) on-site management with a prompt issue resolution system;
 - (e) a complaints procedure for residents;
 - (f) membership of a designated professional body;

- (g) how all internal and external areas of the Co-Living Accommodation will be maintained including how they will be cleaned and linen changing services will operate;
- (h) the day to day operation of the Co-Living Accommodation to limit noise and disturbance during the day and night-time (including codes of behaviour / conduct and other protocols for managing breaches of acceptable behaviour);
- (i) the logistics and coordination of the move-in and move-out arrangements to minimise disruption to the public highway including:
 - (i) evidence of discussions had with other residential unit sites in the area to co-ordinate and reduce the cumulative impact on the transport network during the move-in and move-out periods; and
 - (ii) details of off-site alternative locations in the vicinity of the Site for parking, unloading and loading at move-in and move-out periods including commentary as to why they are to be used or not;
- (j) details of the location of and a strategy for marketing those Co-Living Bedspaces to be provided in accordance with paragraph 3 of Schedule 14 as wheelchair accessible to ensure that the leasing of such accommodation is prioritised to those in need of wheelchair accommodation which shall as a minimum include:
 - (i) questions about accessibility needs on enquiry and booking forms for Co-Living Accommodation;
 - (ii) recording enquiries from residents with accessibility needs made for Co-Living Accommodation and logging the outcome of each inquiry including whether a wheelchair accessible Co-Living Bedspace was available and/or offered;

- (iii) recording the occupation of the wheelchair accessible Co-Living Bedspaces;
- (iv) keeping a waiting list of residents with accessibility needs who have expressed an interest in the wheelchair accessible Co-Living Bedspaces strategy to advertise the availability of the Co-Living Bedspaces including advertising on a recognised internet lettings, listings or portal;
- (k) deliveries and servicing management;
- (l) security and surveillance measures;
- (m) fire safety procedures;
- (n) strategies for establishing and managing relationships and lines of communication with local residents and other potentially affected parties; and
- (o) any other management detail reasonably required by the Council (including details of tenancy lengths) which arises specifically from the details included and approved in the relevant RMA plans for the relevant Co-Living Accommodation,

as may be amended from time to time with the Council's approval.

The Developer covenants with the Council as follows:

1. Management

- 1.1 Not to use the Co-Living Accommodation other than as Co-Living Accommodation (sui generis).
- 1.2 Not to Occupy any Co-Living Bedspaces within a relevant building or block until a Co-Living Management Plan has been submitted to the Council and the Council has approved the Co-Living Management Plan for the relevant building or block.
- 1.3 Not to first Occupy the Co-Living Accommodation within a relevant building or block until all of the Co-Living Communal Amenity Areas have been provided and made ready for use by occupiers of the Co-Living Bedspaces in accordance with the approved Co-Living Management Plan for that relevant building or block to the reasonable satisfaction of the Council and to retain and maintain the Co-Living Communal Amenity Areas within each relevant building or block for the duration that any of the Co-

Living Bedspaces within that relevant building or block remain occupied (unless otherwise agreed by the Council).

- 1.4 To review the effectiveness of the Co-Living Management Plan within twenty (20) Working Days following the first, third and fifth anniversaries of first Occupation of the Co-Living Accommodation and to submit a report to the Council setting out the Developer's conclusions of each review together with any proposed amendments to the Co-Living Management Plan (if necessary) to the Council for approval, having due and proper regard and using Reasonable Endeavours to incorporate any reasonable recommendations made by the Council during each review period.
- 1.5 To implement and comply with the Co-Living Management Plan for the duration that the Co-Living Accommodation or any part of it remains Occupied.
- 1.6 Each building or block that comprises Co-Living Accommodation must be operated by a single management regime (unless alternative management arrangements are otherwise agreed pursuant to the relevant Co-Living Management Plan for a relevant building or block) and the relevant Co-Living Accommodation shall not be Occupied unless this paragraph is being complied with.
- 1.7 To ensure that the Co-Living Accommodation within a relevant building or block is used at all times as a single planning unit and that no part of the Co-Living Accommodation within a relevant building or block is used so as to create a separate planning unit.

2. Co-Living Communal Amenity Areas

- 2.1 Not to use the Co-Living Communal Amenity Areas other than for use by occupants of the Co-Living Bedspaces.
- 2.2 Not to Occupy the Co-Living Bedspaces within a relevant building or block (or part thereof) comprising Co-Living Accommodation until the Co-Living Communal Amenity Areas forming part of the Co-Living Accommodation have been provided in accordance with the relevant approved Co-Living Management Plan to the reasonable satisfaction of the Council and to retain and maintain such facilities and unless otherwise agreed by the Council to ensure that access to the Co-Living Communal Amenity Areas are included within the rent for the duration that the Co-Living Accommodation or any part of the Co-Living Accommodation remains Occupied.

SCHEDULE 4

REPLACEMENT STUDENT ACCOMMODATION OBLIGATIONS

SCHEDULE 13

STUDENT ACCOMMODATION

Definitions

In this Schedule 13, the following words and phrases shall have the following meanings unless the context otherwise requires:

- "Academic Year"** means the period during which a Higher Education Provider holds classes and examinations from time to time such period being thirty nine (39) weeks in each calendar year at the date of this Deed;
- "Accredited UK Institution"** means an educational institution which holds a valid UK accreditation;
- "Higher Education Provider"** means an educational institution that provides a designated course approved by the Department for Education for higher education study or an Accredited UK Institution;
- "Residual Periods"** means those periods falling outside of the Academic Year;
- "Student Accommodation"** shall have the meaning defined in Schedule 11;
- "Student Bedspace"** shall have the meaning defined in Schedule 11;
- "Student Communal Amenity Areas"** means all communal shared areas and facilities (internal and external) within the Student Accommodation identified in the Student Management Plan to be made available to all occupiers of the Student Accommodation at no additional cost; and
- "Student Management Plan"** means a student management plan to be submitted by the Developer to the Council for approval for Student Accommodation within a relevant building or block and which shall include details of:
- (a) the day-to-day operation of the Student Accommodation to ensure noise and disturbance is minimised during the day and night (including codes of behaviour / conduct and other protocols for managing breaches of acceptable behaviour);
 - (b) the logistics and coordination of the "move-in and move-out" arrangements to minimise disruption to the public highway (and shall include specified management measures in respect of both the move-in and move-out period

including coordination of arrangements with other student residences in the area so as to avoid overload at peak times);

- (c) deliveries and servicing management;
- (d) security, fire-safety and surveillance measures;
- (e) how all internal and external areas will be managed and maintained (including access to laundry facilities)
- (f) strategies for establishing and managing relationships and lines of communication with local residents and other potentially affected parties;
- (g) marketing arrangements for the wheelchair accessible Student Accommodation units;
- (h) the extent, location, facilities and day-to-day management of the Student Communal Amenity Areas; and
- (i) any other management detail reasonably required by the Council which arises specifically from the details included and approved in the relevant RMA plans for the relevant Student Accommodation,

as the same may be amended from time to time with the Council's approval.

The Developer covenants with the Council as follows:

1. Management

- 1.1 Not to use the Student Accommodation other than as Student Accommodation PROVIDED THAT the Student Accommodation may be used during Residual Periods in accordance with paragraph 2 below.
- 1.2 Not to first Occupy any Student Bedspaces within a relevant building or block until the Student Management Plan has been submitted to the Council and the Council has approved the Student Management Plan for the relevant building or block.
- 1.3 To implement and comply with the Student Management Plan for the duration that the Student Accommodation or any part of it remains Occupied.
- 1.4 To ensure that the Student Accommodation within a relevant building or block is used at all times as a single planning unit and that no part of the relevant Student Accommodation is used so as to create

a separate planning unit.

- 1.5 Not to Occupy the Student Accommodation until the Student Communal Amenity Areas for the relevant building or block have been provided and made ready for use by occupiers of the Student Accommodation in accordance with the approved Student Management Plan to the reasonable satisfaction of the Council and to retain and maintain such facilities within each relevant building or block for the duration that the Student Accommodation within that relevant building or block remains occupied.
- 1.6 To review the effectiveness of the Student Management Plan within twenty (20) Working Days following the first, third and fifth anniversaries of first Occupation of the Student Accommodation and to submit a report to the Council setting out the Developer's conclusions of each review together with any proposed amendments to the Student Management Plan (if necessary) to the Council for approval, having due and proper regard and using Reasonable Endeavours to incorporate any reasonable recommendations made by the Council during each review period.
- 1.7 Each building or block that comprises Student Accommodation must be operated by a single management regime (unless alternative management arrangements are otherwise agreed pursuant to the relevant Student Management Plan for a relevant building or block) and the relevant Student Accommodation shall not be Occupied unless this paragraph is being complied with.

2. Residual Periods

- 2.1 During the Residual Periods, the Student Accommodation may be used:
 - 2.1.1 by any student enrolled on a recognised educational course in London;
 - 2.1.2 as temporary accommodation for uses related to the educational and/or conference operations (including but not limited to those of a Higher Education Provider including accommodation for temporary summer school students);
 - 2.1.3 as temporary accommodation for users related to a Higher Education Provider including alumni, academics, postgraduates or lecturers;
 - 2.1.4 by any delegates of a Higher Education Provider; or
 - 2.1.5 by such class of user as may be agreed by the Council,

PROVIDED THAT:

(A) the use and Occupation of the Student Accommodation during the Residual Periods does not result in a material change of use of the Student Accommodation or non-compliance with the provisions of paragraph 1 above; and

(B) the Council has approved the terms of any such use as part of the Student Management Plan.

3. Student Communal Amenity Areas

3.1 Not to use the Student Communal Amenity Areas other than for use by occupants of the Student Bedspaces (including occupants during Residual Periods).

3.2 Not to Occupy the Student Bedspaces within a relevant building or block (or part thereof) until the Student Communal Amenity Areas forming part of the relevant Student Accommodation have been provided in accordance with the relevant approved Student Management Plan to the reasonable satisfaction of the Council and to retain and maintain such facilities and unless otherwise agreed by the Council to ensure that access to the relevant Student Communal Amenity Areas is included within the rent for the duration that the Student Accommodation or any part of the relevant Student Accommodation remains Occupied (including during the Residual Periods).

SCHEDULE 5

REPLACEMENT WHEELCHAIR HOUSING OBLIGATIONS

SCHEDULE 14

WHEELCHAIR HOUSING

In this Schedule 14, the following words and phrases shall have the following meanings unless the context otherwise requires:

- "Affordable Housing"** shall have the meaning defined in Schedule 11;
- "Approved Document M"** means the document entitled 'Access to and use of buildings – approved document M – Volume 1: Dwellings' 2015 edition incorporating 2016 amendments published by HM Government and giving guidance for compliance with Part M of Schedule 1 to the Building Regulations 2010 for England;
- "Residential Unit"** shall have the meaning defined in Schedule 11;
- "Wheelchair Unit Marketing Period"** means a period of at least 18 months with no less than six of those months following Practical Completion of the relevant Development Plot; and
- "Wheelchair Units"** means:
- (a) in respect of the Phase 1 Development:
 - (i) 8 Social Rented Units (1 one bed and 7 two bed); and
 - (ii) 19 Market Housing Units (10 one bed, 6 two bed and 3 three bed),together being 10.2% (ten point two per cent) of the total Residential Units comprised in the Phase 1 Development; and
 - (b) in respect of a Development Plot which contains any Residential Units (except for the Development Plots within the Phase 1 Development), the wheelchair user dwellings to be provided pursuant to paragraph 1.2.

The Developer covenants with the Council as follows:

1. Wheelchair Housing

- 1.1 To provide the Wheelchair Units in the Phase 1 Development in accordance with requirement M4(3) for wheelchair user dwellings as defined in Approved Document M and to design the remaining Residential Units in the Phase 1 Development in accordance with requirement M4(2) for accessible and adaptable dwellings as defined in Approved Document M save that in respect of the 51 Residential Units within Development Plot K1 which are to be provided in accordance with requirement M4(2) for accessible and adaptable dwellings as defined in Approved Document M, the requirements of M4(2) shall not be required to be complied with in respect of the balcony doors.
- 1.2 Unless otherwise agreed by the Council, to provide (and in the case of any Wheelchair Units that comprise rented Affordable Housing Units, retain for the lifetime of the relevant building or block) not less than 10% (ten per cent) of the Residential Units in each Development Plot (except for the Development Plots within the Phase 1 Development) in accordance with requirement M4(3) for wheelchair user dwellings as defined in Approved Document M and to design the remaining Residential Units in each Development Plot (except for the Development Plots within the Phase 1 Development) in accordance with requirement M4(2) for accessible and adaptable dwellings as defined in Approved Document M.
- 1.3 Any Wheelchair Units to be provided as Affordable Housing (excluding the Wheelchair Units to be provided as Affordable Housing within the Phase 1 Development) shall, in addition to the requirements specified in paragraphs 1.1 and 1.2, also be provided in accordance with the following requirements:
 - 1.3.1 installation of entry phones which allow access to the communal area and private front door where the private door is behind a communal door;
 - 1.3.2 hand wash basins that are mountable on adjustable height brackets;
 - 1.3.3 two lifts where Wheelchair Units are situated above the ground floor;
 - 1.3.4 corridor widths of at least 1,200mm;
 - 1.3.5 window handles within a 450mm to 1,200mm range;
 - 1.3.6 wall fitted shower seats with drop down legs, drop down arms and a back rest;
 - 1.3.7 installation of a side hinged oven;
 - 1.3.8 accessible storage including drop down shelving and pull out baskets, ensuring storage space, in combination with any shelving layout, provides optimum access to space and to stored items;
 - 1.3.9 clear open doorways at least 900mm wide;

- 1.3.10 living rooms, bathrooms and shower rooms, kitchens and dining rooms which exceed the minimum space standards in Building Regulations; and
- 1.3.11 600mm x 600mm wheelchair accessible work top for food preparation.
- 1.4 To market the Wheelchair Units in each Development Plot (except for any Wheelchair Units that are to be provided as Social Rented Units) for the duration of the Wheelchair Unit Marketing Period in accordance with paragraphs 1.5 and 1.6.
- 1.5 The marketing referred to in paragraph 1.4 shall be conducted to ensure that the Wheelchair Units (except for any Wheelchair Units that are to be provided as Social Rented Units) are marketed to as wide an audience as reasonably possible through websites, publications and liaison with appropriate agencies including but not necessarily limited to those identified in paragraph 1.6 and the marketing details shall include separate marketing material specifically aimed at wheelchair users and shall confirm the size of the rooms and specification and state that the unit shall be fully fitted.
- 1.6 The Wheelchair Units (except for any Wheelchair Units that are to be provided as Social Rented Units) shall be advertised in the following places (as appropriate):
 - 1.6.1 a specialist website dedicated to the regeneration of Canada Water paid for by the Developer but which may be provided either by the Developer or the Council;
 - 1.6.2 on the accessible property website (www.accessible-property.org.uk) or equivalent national website on www.housingoptions.co.uk;
 - 1.6.3 on www.sharetobuy.com;
 - 1.6.4 on www.thehouseshop.com;
 - 1.6.5 on www.habinteg.org.uk;
 - 1.6.6 on the Share to Buy website;
 - 1.6.7 on the GLA's Homes for Londoners search tool;
 - 1.6.8 in SAGA magazine or similar London periodical aimed at an older readership;
 - 1.6.9 in the "Fifty Plus" free newspaper published by Age UK;
 - 1.6.10 on www.accessmagazine.co.uk;
 - 1.6.11 on any Site hoardings which include advertisements for Residential Units; and
 - 1.6.12 in such other places as may reasonably be requested by the Council.

1.7 Where a wheelchair user has exchanged contracts for the purchase of a Wheelchair Unit (except for any Wheelchair Unit that is to be provided as a Social Rented Unit) before the end of the Wheelchair Unit Marketing Period, the Developer shall make such reasonable adaptations in addition to the design and fit out requirements set out within this Schedule 14 to the Wheelchair Unit (where reasonableness will be judged taking into account whether or not the Wheelchair Unit has already been Practically Completed) as may be requested by the purchaser where it can be demonstrated that such adaptations are reasonably required to meet the specialist needs of the intended occupier of the Wheelchair Unit and any such adaptations made by the Developer shall not be charged to the intended occupier up to a maximum cost of £5,000 (five thousand pounds) Index Linked for each and every Wheelchair Unit for which a request for reasonable adaptations is received.

1.8 Not to Dispose of a Wheelchair Unit (except for any Wheelchair Unit that is to be provided as a Social Rented Unit) to someone not in need of wheelchair housing unless details of the marketing undertaken pursuant to paragraphs 1.4 to 1.6 (supported by such evidence as the Council may reasonably require, including but not necessarily limited to the date of first advertisement and web-posting of the Wheelchair Unit and evidence of continual marketing throughout the marketing period) have been provided to the Council and the Council has confirmed that it is satisfied that such marketing has been carried out in accordance with the requirements of paragraphs 1.4 to 1.6.

2. Wheelchair Accessible Student Accommodation

2.1 Unless otherwise agreed by the Council, to provide and retain for the lifetime of the relevant building or block not less than 10% (ten per cent) of the Student Bedspaces in each Development Plot (including access to and use of the relevant building or block) containing Student Accommodation in accordance with the document entitled 'Access to and use of buildings - approved document M – Volume 2: Buildings other than dwellings' 2015 edition incorporating 2016 amendments published by HM Government and giving guidance for compliance with Part M of Schedule 1 to the Building Regulations 2010 for England.

3. Wheelchair Accessible Co-Living Accommodation

3.1 Unless otherwise agreed by the Council, to provide and retain for the lifetime of the relevant building or block not less than 10% (ten per cent) of the Co-Living Bedspaces in each Development Plot (including access to and use of the relevant building or block) containing Co-Living Accommodation in accordance with the document entitled 'Access to and use of buildings - approved document M – Volume 2: Buildings other than dwellings' 2015 edition incorporating 2016 amendments published by HM Government and giving guidance for compliance with Part M of Schedule 1 to the Building Regulations 2010 for England.

SCHEDULE 6

DRAFT SECTION 73 PERMISSION

GREATER LONDON AUTHORITY
Good Growth

Hugh Sowerby
Director
DP9
100 Pall Mall
London
SW1Y 5NQ

GLA Reference: GLA/2025/1006/S3
LBS Reference: 25/AP/0242
Date: XX April 2026

Dear Mr Sowerby

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 XX April 2026

The Deputy Mayor of London for Planning, Regeneration and the Fire Service, 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):

Application under Section 73 of the Town and Country Planning Act for variations to Condition 1 (Approved Plans), Condition 3 (Control Documents), Condition 4 (Floorspace cap), Condition 5 (Development Zones and permitted uses) to hybrid planning permission dated 29th May 2020 (ref.18/AP/1604) for:

Hybrid application seeking detailed planning permission for Phase 1 and outline planning permission for future phases, comprising:

Outline planning permission (all matters reserved) for the demolition of all existing structures and redevelopment to include a number of tall buildings comprising the following mix of uses: Retail, workspace, hotel, residential, assisted living, student accommodation, leisure (including a cinema), community facilities (including health and education uses), public toilets, nightclub), flexible events space, an energy centre, an interim and permanent petrol filling station, a primary electricity substation, a secondary entrance for Surrey Quays Rail Station, a Park Pavilion, landscaping including open spaces and public realm, works to the Canada Water Dock, car parking, means of access, associated infrastructure and highways works and demolition or retention with alterations to the Press Hall and/or the Spine Building of the Printworks; and

Detailed planning permission for the following Development Plots in Phase 1:

- Development Plot A1 (south of Surrey Quays Road and west of Deal Porters Way) to provide uses comprising retail (A1-A5), workspace (B1) and 186 residential units (C3) in a 6 and 34 storey building plus a basement.
- Development Plot A2 (east of Lower Road and west of Canada Water Dock) to provide a leisure centre (D2), retail (A1-A5), and workspace (B1) in a 4, 5 and 6 storey building plus a basement.
- Development Plot K1 (east of Roberts Close) to provide 79 residential units (C3) in a 5 and 6 storey building
- Interim Petrol Filling Station (north of Redriff Road and east of Lower Road) to provide a petrol filling station with kiosk, canopy and forecourt area.

Each Development Plot with associated car parking, cycle parking, landscaping, public realm, plant and other relevant works.

The application is accompanied by an Environmental Statement submitted pursuant to the Town and Country Planning (Environmental Impact Assessment) Regulations 2011 (as amended).

At: CANADA WATER MASTERPLAN - LAND BOUNDED BY LOWER ROAD (WEST), REDRIFF ROAD (SOUTH), QUEBEC WAY (EAST), SURREY QUAYS ROAD AND CANADA WATER DOCK (NORTH), AND SITE AT ROBERTS CLOSE, LONDON SE16.

In accordance with the valid application received by Southwark Council on 29th January 2025 and the supporting documents submitted with the application that are listed below, which can be viewed on Southwark Council's Planning Register at: <https://www.southwark.gov.uk/planningregister>

Existing Plans	
Planning Application Boundary	CWM-AAM-MP-ZZ-DR-A-07001 Rev P2
Existing Site Plan	CWM-AAM-MP-ZZ-DR-A-07020 Rev P2
Existing Site Levels	CWM-AAM-MP-ZZ-DR-A-07010 Rev P4

The Parameter Plans	
Demolition Plan	CWM-AAM-MP-ZZ-DR-A-07002 Rev P2
Proposed Development Zones and Public Realm	CWM-AAM-MP-ZZ-DR-A-07003 Rev P6
Proposed Building Lines	CWM-AAM-MP-ZZ-DR-A-07004 Rev P6
Proposed Basement Extents	CWM-AAM-MP-ZZ-DR-A-07005 Rev P9
Proposed Vehicular Access from Planning Application Boundary	CWM-AAM-MP-ZZ-DR-A-07006 Rev P4
Proposed Servicing and Access	CWM-AAM-MP-ZZ-DR-A-07007 Rev P5
Proposed Predominant Ground Level Uses	CWM-AAM-MP-ZZ-DR-A-07008 Rev P4
Proposed Predominant Upper Level Uses	CWM-AAM-MP-ZZ-DR-A-07009 Rev P5
Proposed Site Levels	CWM-AAM-MP-ZZ-DR-A-07011 Rev P4

Proposed Maximum Heights	CWM-AAM-MP-ZZ-DR-A-07012 Rev P9
Detailed Development Plots	
Development Plot A1	
Area Schedule	CWM-ACM-A1-XX-AS-Q-00001 Rev 5
Residential Accommodation Schedule	CWM-ACM-A1-XX-AS-Q-00001 Rev 5
Plot A1 Boundary	CWM-AAM-A1-RL-DR-A-03000 Rev P1
Existing Site Plan	CWM-AAM-A1-RL-DR-A-03001 Rev P1
Existing North and South Elevations	CWM-AAM-A1-ZZ-DR-A-03003 Rev P2
Existing East and West Elevations	CWM-AAM-A1-ZZ-DR-A-03004 Rev P2
Context Plan – Existing Sections	CWM-AAM-A1-ZZ-DR-A-03005 Rev P2
Proposed Layout Plans	
Proposed Site Plan	CWA10-AAM-ZZZ-ZZ-DR-AR-003002-P1
Plan B1 General Arrangement	CWA10-AAM-ZZZ-B1-DR-AR-006099-P21
Plan 00 General Arrangement	CWA10-AAM-ZZZ-00-DR-AR-006100-P31
Plan 00 Mezzanine	CWA10-AAM-ZZZ-M0-DR-AR-006098-P13
Plan 01 General Arrangement	CWA10-AAM-ZZZ-01-DR-AR-006101-P22
Plan 02 General Arrangement	CWA10-AAM-ZZZ-02-DR-AR-006102-P20
Plan 03 General Arrangement	CWA10-AAM-ZZZ-03-DR-AR-006103-P20
Plan 04 General Arrangement	CWA10-AAM-ZZZ-04-DR-AR-006104-P20
Plan 05 General Arrangement	CWA10-AAM-ZZZ-05-DR-AR-006105-P20
Plan 06 General Arrangement	CWA10-AAM-ZZZ-06-DR-AR-006106-P24:
Plan 07-16 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006107-P19
Plan 17-22 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006117-P20
Plan 23-25 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006123-P19:
Plan 26-28 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006126-P19
Plan 29 General Arrangement	CWA10-AAM-ZZZ-29-DR-AR-006129-P18
Plan 30-31 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006130-P19
Plan 32 General Arrangement	CWA10-AAM-ZZZ-32-DR-AR-006132-P18
Plan 33 General Arrangement	CWA10-AAM-ZZZ-33-DR-AR-006133-P17
Plan 34 General Arrangement	CWA10-AAM-ZZZ-34-DR-AR-006134-P21
Plan 35 General Arrangement	CWA10-AAM-ZZZ-34-DR-AR-006135-P20
Roof General Arrangement	CWA10-AAM-ZZZ-35-DR-AR-006136-P17
Proposed Elevations	
West Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006200-P15
North Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006201-P15
East Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006202-P16
South Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006203-P14
Proposed Sections	

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Section AA General Arrangement	CWA10-AAM-ZZZ-XX-DR-AR-006300-P8
Section BB	CWM-AAM-A1-ZZ-DR-A-07301 Rev P3
Section CC	CWM-AAM-A1-ZZ-DR-A-07302 Rev P3:
Section DD	CWM-AAM-A1-ZZ-DR-A-07303 Rev P3:
Section EE	CWM-AAM-A1-ZZ-DR-A-07304 Rev P2:
Bay Studies	
Bay Study Tower A Elevation East	CWM-AAM-A1-ZZ-DR-A-07500 Rev P1
Bay Study Tower B Elevation West	CWM-AAM-A1-ZZ-DR-A-07501 Rev P1
Bay Study Tower C Elevation North	CWM-AAM-A1-ZZ-DR-A-07502 Rev P1
Bay Study Office A Elevation East	CWM-AAM-A1-ZZ-DR-A-07503 Rev P1
Bay Study Office B Elevation South	CWM-AAM-A1-ZZ-DR-A-07504 Rev P3
Bay Study Office C Elevation West	CWM-AAM-A1-ZZ-DR-A-07505 Rev P2
Bay Study Office Core Elevation	CWM-AAM-A1-ZZ-DR-A-07506 Rev P3
Development Plot A2	
Existing Plans	
Area Schedule	CWM-GT-A2-XX-AS-Q-00001 Rev P03
Plot A2 Boundary	CWM-AAM-A2-ZZ-DR-A-07001 Rev P2
Existing Site Plan	CWM-AAM-A2-ZZ-DR-A-07002 Rev P2
Existing Site Sections	CWM-AAM-A2-XX-DR-A-07010 Rev P2
Proposed Plans	
Demolition Plan	CWM-AAM-A2-ZZ-DR-A-07003 Rev P2
Proposed Site Plan	CWM-AAM-A2-ZZ-DR-A-07004 Rev P4
Level B2 Plan	CWM-AAM-A2-B2-DR-A-07098 Rev P6 :
Level B1 Plan	CWM-AAM-A2-B1-DR-A-07099 Rev P6 :
Ground Floor Plan	CWM-AAM-A2-GF-DR-A-07100 Rev P7
Level 01 Plan	CWM-AAM-A2-01-DR-A-07101 Rev P6
Level 02 Plan	CWM-AAM-A2-02-DR-A-07102 Rev P6
Level 03 Plan	CWM-AAM-A2-03-DR-A-07103 Rev P6
Level 04 Plan	CWM-AAM-A2-04-DR-A-07104 Rev P6
Level 05 Plan	CWM-AAM-A2-05-DR-A-07105 Rev P6
Roof Plan	CWM-AAM-A2-RL-DR-A-07106 Rev P6
Proposed Elevations	
Elevations 01	CWM-AAM-A2-XX-DR-A-07200 Rev P7
Elevations 02	CWM-AAM-A2-XX-DR-A-07201 Rev P7
Proposed Sections	
Section AA	CWM-AAM-A2-XX-DR-A-07300 Rev P4
Sections BB & CC	CWM-AAM-A2-XX-DR-A-07301 Rev P4
Bay Studies	

Bay Study 01 North-East Elevation	CWM-AAM-A2-XX-DR-A-07500 Rev P6
Bay Study 02 North-West Elevation 1	CWM-AAM-A2-XX-DR-A-07501 Rev P5
Bay Study 03 North-West Elevation 2	CWM-AAM-A2-XX-DR-A-07502 Rev P6
Bay Study 04 North-West Elevation 3	CWM-AAM-A2-XX-DR-A-07503 Rev P6
Bay Study 05 South-East Elevation	CWM-AAM-A2-XX-DR-A-07504 Rev P6
Bay Study 06 South-West Elevation	CWM-AAM-A2-XX-DR-A-07505 Rev P5
Bay Study 07 Level 04 Plant Room	CWM-AAM-A2-XX-DR-A-07506 Rev P1
Development Plot K1	
Existing Plans	
Area Schedule	CWM-ACM-K1-XX-AS-Q-00001 Rev P02
Existing Site Location Plan	CWM-DMA-K1-RL-DR-A-(01)100 Rev P01
Existing Elevations	CWM-DMA-K1-RL-DR-A-(01)102 Rev P01
Proposed Plans	
Proposed Site Location Plan	CWK10WHIZZZZZDRAR010100 - P01
Site Plan	CWK10-WHI-ZZZ-00-DR-AR-031000 - P04
Proposed Elevations	CWK10WHIZZZZZDRAR010103 - P01
Ground Floor Plan	CWK10WHIZZZ00DRAR010110 - P01
Ground Floor GA Layout	CWK10-WHI-XXX-00-DR-AR-040110 - P08
First Floor Plan	CWK10WHIZZZ00DRAR010111 - P01
Second Floor Plan	CWK10WHIZZZ00DRAR010112 - P01
Third Floor Plan	CWK10WHIZZZ00DRAR010113 - P01
Fourth Floor Plan	CWK10WHIZZZ00DRAR010114 - P01
Typical Levels 1-4 GA Layout	CWK10-WHI-XXX-01-DR-AR-040111 - P06
Fifth Floor Plan	CWK10WHIZZZ00DRAR010115 - P01
Level 5 GA Layout	CWK10-WHI-XXX-05-DR-AR-040115 - P06
Roof Plan	CWK10WHIZZZ00DRAR010116 - P01
Proposed Elevations	
North West Elevation	CWK10WHIZZZZZDRAR010210 - P01
South East Elevation	CWK10WHIZZZZZDRAR010211 - P01
North East Elevation	CWK10WHIZZZZZDRAR010212 - P01
South West Elevation	CWK10WHIZZZZZDRAR010213 - P01
Plant Room Elevations	CWK10WHIZZZZZDRAR010214 - P01
Proposed Sections	
Section AA	CWK10WHIZZZZZDRAR010310 - P01
Section BB	CWK10WHIZZZZZDRAR010311 - P01
Section CC	CWK10WHIZZZZZDRAR010312 - P01
Section DD	CWK10WHIZZZZZDRAR010313 - P01
Bay Studies	

External Façade Typical Bay	CWM-DMA-K1-ZZ-DR-A-(21)101 Rev P02:
Courtyard Façade Typical Bay	CWM-DMA-K1-ZZ-DR-A-(21)102 Rev P02:
Interim Petrol Filling Station (IPFS)	
Existing Plans	
Area Schedule	CWM-ACM-C1-XX-AS-Q-00001 Rev P01:
Location Plan	1185-2018-MER-11 Rev P01
Existing Site Plan	1185-2018-MER-01 Rev P02
Proposed plans	
Proposed Plan	1185-2018-MER-20 Rev P03
Proposed Elevations	1185-MER-2017- 22 Rev P03
Tanker Tracking	1185-2018-MER-23 Rev P03
Indicative Proposed Kerb Amendments	1185-2018-MER-27 Rev P03
Pedestrian Routes	1185-2018-MER-25 Rev P03
Contextual Routes to Interim PFS	1185-2018-MER-26 Rev P03
3D Visuals of Proposed Columns	1185-2018-MER-24 Rev P03

Documents

Masterplan/Sitewide	
Arboricultural Survey and Impact Assessment	Waterman, May 2018
Arboricultural Survey and Impact Assessment Addendum	Waterman, October 2018
Arboricultural Survey and Impact Assessment Addendum	Waterman, February 2019
Aviation Safeguarding Assessment	Avia Solutions, May 2018
Aviation Safeguarding Assessment Addendum	Swanson Aviation Consultancy, January 2025
Cultural Strategy	Graham Devlin Associates, May 2018
Daylight and Sunlight Report	GIA, October 2018
Daylight and Sunlight Report Addendum	GIA, January 2025
Daylight and Sunlight Report Addendum	GIA, August 2025
Daylight and Sunlight Report Addendum Appendices	GIA, 13 August 2025
Daylight and Sunlight Report Addendum Appendices	GIA, 06 October 2025
Design and Access Statement Volume 1: Masterplan	Allies & Morrison, May 2018
Design and Access Statement Volume 1: Masterplan Public Realm	Allies & Morrison, May 2018
Design and Access Statement Addendum	Allies and Morrison Architects, January 2025
Design Guidelines: Volume 1 – Masterplan	Allies & Morrison, October 2025
Design Guidelines: Volume 2 – Masterplan Public Realm	Allies & Morrison, October 2018
Development Specification	DP9, February 2026
Energy Strategy	Arup, May 2018

Environmental Statement (ES)	Waterman, May 2018
<i>Volume 1: Main Chapters</i>	
<i>Volume 2: Figures</i>	
<i>Volume 3: Townscape, Built Heritage and Visual Assessment</i>	
<i>Volume 4: Technical Appendices</i>	
ES Addendum Volume 1: Main Chapters	Waterman, October 2018
ES Addendum Volume 2: Figures	Waterman, October 2018
ES Addendum Volume 3: Technical Appendices	Waterman, October 2018
ES Addendum: Non-Technical Summary	Waterman, October 2018
ES Statement of Conformity	Waterman, February 2019
ES Addendum Volume 1: Main Chapters	Waterman, June 2019
ES Addendum Volume 2: Figures	Waterman, June 2019
ES Addendum Volume 3: Technical Appendices	Waterman, June 2019
Environmental Statement: Statement of Conformity Addendum and Appendices	Waterman, January 2025
Environmental Statement: Statement of Conformity Addendum	Waterman, August 2025
Environmental Statement: Statement of Conformity Addendum Appendices A, B, C, D, G	Waterman, August 2025
Environmental Statement: Statement of Conformity Addendum Appendices E, F	Waterman, September 2025
Equalities Statement	Quod, May 2018
Equalities Statement: Statement of Conformity	Quod, January 2025
Existing Business Management Strategy	British Land, August 2019
Fire Strategy Summary	OFR, January 2025
Framework Construction Management Plan	Real PM, May 2018
Health Impact Assessment	Quod, May 2018
Health Impact Assessment Statement of Conformity	Quod, January 2025
Housing Statement	Quod, May 2018
Housing Statement Executive Summary	Quod, May 2018
Housing Statement Addendum – June 2019	Quod, June 2019
Housing Statement Executive Summary Addendum	Quod, June 2019
Housing Statement Addendum and Financial Viability Assessment	Quod, January 2025
Housing Statement Addendum and Financial Viability Assessment Executive Summary	Quod, January 2025
Housing Statement Addendum	Quod, September 2025
Illustrative Phasing Plan	Allies & Morrison, January 2025
Open Space Strategy	Quod, October 2018

Planning Statement	DP9, May 2018
Planning Statement Addendum	DP9, January 2025
Radio and Television Interference Assessment	EMC Consultants, May 2018
Retail and Leisure Statement	DP9, May 2018
Social Regeneration Charter	British Land, May 2018
Statement of Community Involvement	Soundings, May 2018
Statement of Community Involvement Addendum	EQ Communications, January 2025
Sustainability Strategy	Arup, May 2018
Transport Assessment	Arup, May 2018
Transport Assessment Addendum	Arup, October 2018
Transport Assessment Addendum	Arup, February 2019
Transport Assessment Addendum	Arup, June 2019
Transport Assessment Addendum	Arup, January 2025
Transport Assessment Addendum	Arup, August 2025
Utilities and Services Infrastructure Strategy	Waterman, May 2018

Development Plot Specific Documents

Development Plot A1

Construction Management Plan: Plot A1	Real PM, May 2018
Design and Access Statement Volume 3: Plot A1	Allies & Morrison, May 2018
Design and Access Statement Volume 3 Addendum: Plot A1	Allies & Morrison, October 2018
Internal Daylight and Sunlight Assessment: Plot A1	GIA, May 2018
Sustainability and Energy Statement: Plot A1	SWECO, May 2018
Transport Statement: Plot A1	Arup, May 2018
Transport Statement Addendum: Plot A1	Arup, October 2018
Design and Access Statement Volume 5: Zone A Public Realm	Townshend Landscape Architects, May 2018

Development Plot A2

Construction Management Plan: Plot A2	Real PM, May 2018
Design and Access Statement Volume 4: Plot A2	Allies & Morrison, May 2018
Design and Access Statement Volume 4 Addendum: Plot A2	Allies & Morrison, October 2018
Design and Access Statement Volume 4 Addendum: Plot A2	Allies & Morrison, February 2019
Energy Statement: Plot A2	AECOM, May 2018
Sustainability Statement: Plot A2	AECOM, May 2018
Transport Statement: Plot A2	Arup, May 2018
Transport Statement Addendum: Plot A2	Arup, October 2018

Development Plot K1

Construction Management Plan: Plot K1	Real PM, May 2018
Design and Access Statement Volume 6: Plot K1	Duggan & Morris, May 2018
Design and Access Statement Volume 6 Addendum: Plot K1	Morris + Company, October 2018
Internal Daylight and Sunlight Assessment: Plot K1	GIA, October 2018
Sustainability and Energy Statement: Plot K1	SWECO, May 2018
Transport Statement: Plot K1	Arup, May 2018
Transport Statement Addendum: Plot K1	Arup, October 2018

Interim Petrol Filling Station (IPFS)

Arboricultural Impact Assessment Statement of Conformity: Interim Petrol Filling Station	Waterman, October 2018
Design and Access Statement Volume 7: Interim Petrol Filling Station	Merlango, February 2019
Transport Statement: Interim Petrol Filling Station	Arup, October 2018

DEFINITIONS

"Above-Grade" means any works of construction above the ground level at the time the works are carried out.

"Building" means a building or part thereof within a Development Plot (including the Sub-Station).

"Development" means the Development permitted by this Planning Permission.

"Development Phase" means a phase of the Development as shown on the phasing plan approved pursuant to Condition 8, which phases may comprise any component part of the Development and may either individually or collectively comprise Excluded Works, works of construction, a Development Plot (or Development Plots), a Building (or Buildings), areas of Public Realm, landscaping and infrastructure or, in any case, part thereof and each and every such phase described on the approved phasing strategy shall constitute a separate phase of the development authorised by this planning permission for the purposes of the Community Infrastructure Levy Regulations 2010 (as amended).

"Development Plot" means an area of land in respect of which a particular Building or group of Buildings is to be constructed, to be defined by the relevant RMA for that area of land;

"Development Zone" means each of the Development Zones shown on the Proposed Development Zones and Public Realm Plan (CWM-AAM-MP-ZZ-DR-A-07003 Rev P1) listed below;

"Excluded Works" means any of the following works:

- a) demolition or removal of existing buildings and structures including the removal of any underground structures;
- b) installation of utility services where not undertaken by a statutory provider under their statutory powers;
- c) site preparation;
- d) temporary construction works;
- e) termination or diversion of existing utility services where not undertaken by a statutory provider under their statutory powers;
- f) provision of temporary construction site accommodation; and
- g) works and operations to enable any of the foregoing to take place;

"IPFS" means the Interim Petrol Filling Station.

"Occupation" means the use or occupation of the Development or any part thereof for the purposes permitted and does not include occupation by personnel engaged in construction, fitting out or decoration, commissioning or occupation for marketing or display or operations in relation to security operations and the phrases "Occupy" and "Occupied" and cognate expressions shall be construed accordingly;

"Phase 1 Development" means Development Plot A1, Development Plot A2, Development Plot K1 and the IPFS and their associated Public Realm.

"Public Realm" means the network of spaces between the Buildings within the Development that can be freely accessed by the public, including parks, squares, roads, pedestrian areas, cycle routes and open space, including the dock.

"Reserved Matters" means details of the:

- a) Scale;
- b) Appearance;
- c) Layout;
- d) Access; and
- e) Landscaping

"Reserved Matters Approval" means any approval of Reserved Matters in respect of the Development and the term "RMA" shall be construed accordingly;

"Reserved Matters Compliance Statement" means the information set out in Annex 1 to this planning permission and which shall be included with each relevant application for the approval of reserved matters pursuant to condition 7.

"Sub-Station" means the primary electricity sub-station and associated works.

CONDITIONS

Planning permission is granted subject to the following conditions:

1. Approved Plans	
The development hereby permitted shall not be carried out otherwise than in accordance with the following approved plans:	
The Parameter Plans	
Demolition Plan	CWM-AAM-MP-ZZ-DR-A-07002 Rev P2
Proposed Development Zones and Public Realm	CWM-AAM-MP-ZZ-DR-A-07003 Rev P6
Proposed Building Lines	CWM-AAM-MP-ZZ-DR-A-07004 Rev P6
Proposed Basement Extents	CWM-AAM-MP-ZZ-DR-A-07005 Rev P9
Proposed Vehicular Access from Planning Application Boundary	CWM-AAM-MP-ZZ-DR-A-07006 Rev P4
Proposed Servicing and Access	CWM-AAM-MP-ZZ-DR-A-07007 Rev P5
Proposed Predominant Ground Level Uses	CWM-AAM-MP-ZZ-DR-A-07008 Rev P4
Proposed Predominant Upper Level Uses	CWM-AAM-MP-ZZ-DR-A-07009 Rev P5
Proposed Site Levels	CWM-AAM-MP-ZZ-DR-A-07011 Rev P4
Proposed Maximum Heights	CWM-AAM-MP-ZZ-DR-A-07012 Rev P9
Detailed Development Plots	
Development Plot A1	
Area Schedule	CWM-ACM-A1-XX-AS-Q-00001 Rev 5
Residential Accommodation Schedule	CWM-ACM-A1-XX-AS-Q-00001 Rev 5
Plot A1 Boundary	CWM-AAM-A1-RL-DR-A-03000 Rev P1
Existing Site Plan	CWM-AAM-A1-RL-DR-A-03001 Rev P1
Existing North and South Elevations	CWM-AAM-A1-ZZ-DR-A-03003 Rev P2
Existing East and West Elevations	CWM-AAM-A1-ZZ-DR-A-03004 Rev P2
Context Plan – Existing Sections	CWM-AAM-A1-ZZ-DR-A-03005 Rev P2
Proposed Layout Plans	
Proposed Site Plan	CWA10-AAM-ZZZ-ZZ-DR-AR-003002-P1
Plan B1 General Arrangement	CWA10-AAM-ZZZ-B1-DR-AR-006099-P21
Plan 00 General Arrangement	CWA10-AAM-ZZZ-00-DR-AR-006100-P31
Plan 00 Mezzanine	CWA10-AAM-ZZZ-M0-DR-AR-006098-P13
Plan 01 General Arrangement	CWA10-AAM-ZZZ-01-DR-AR-006101-P22
Plan 02 General Arrangement	CWA10-AAM-ZZZ-02-DR-AR-006102-P20
Plan 03 General Arrangement	CWA10-AAM-ZZZ-03-DR-AR-006103-P20
Plan 04 General Arrangement	CWA10-AAM-ZZZ-04-DR-AR-006104-P20
Plan 05 General Arrangement	CWA10-AAM-ZZZ-05-DR-AR-006105-P20
Plan 06 General Arrangement	CWA10-AAM-ZZZ-06-DR-AR-006106-P24:
Plan 07-16 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006107-P19
Plan 17-22 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006117-P20

Plan 23-25 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006123-P19:	
Plan 26-28 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006126-P19	
Plan 29 General Arrangement	CWA10-AAM-ZZZ-29-DR-AR-006129-P18	
Plan 30-31 General Arrangement	CWA10-AAM-ZZZ-ZZ-DR-AR-006130-P19	
Plan 32 General Arrangement	CWA10-AAM-ZZZ-32-DR-AR-006132-P18	
Plan 33 General Arrangement	CWA10-AAM-ZZZ-33-DR-AR-006133-P17	
Plan 34 General Arrangement	CWA10-AAM-ZZZ-34-DR-AR-006134-P21	
Plan 35 General Arrangement	CWA10-AAM-ZZZ-34-DR-AR-006135-P20	
Roof General Arrangement	CWA10-AAM-ZZZ-35-DR-AR-006136-P17	
Proposed Elevations		
West Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006200-P15	
North Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006201-P15	
East Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006202-P16	
South Elevation	CWA10-AAM-ZZZ-XX-DR-AR-006203-P14	
Proposed Sections		
Section AA General Arrangement	CWA10-AAM-ZZZ-XX-DR-AR-006300-P8	
Section BB	CWM-AAM-A1-ZZ-DR-A-07301 Rev P3	
Section CC	CWM-AAM-A1-ZZ-DR-A-07302 Rev P3:	
Section DD	CWM-AAM-A1-ZZ-DR-A-07303 Rev P3:	
Section EE	CWM-AAM-A1-ZZ-DR-A-07304 Rev P2:	
Bay Studies		
Bay Study Tower A Elevation East	CWM-AAM-A1-ZZ-DR-A-07500 Rev P1	
Bay Study Tower B Elevation West	CWM-AAM-A1-ZZ-DR-A-07501 Rev P1	
Bay Study Tower C Elevation North	CWM-AAM-A1-ZZ-DR-A-07502 Rev P1	
Bay Study Office A Elevation East	CWM-AAM-A1-ZZ-DR-A-07503 Rev P1	
Bay Study Office B Elevation South	CWM-AAM-A1-ZZ-DR-A-07504 Rev P3	
Bay Study Office C Elevation West	CWM-AAM-A1-ZZ-DR-A-07505 Rev P2	
Bay Study Office Core Elevation	CWM-AAM-A1-ZZ-DR-A-07506 Rev P3	
Development Plot A2		
Existing Plans		
Area Schedule	CWM-GT-A2-XX-AS-Q-00001 Rev P03	
Plot A2 Boundary	CWM-AAM-A2-ZZ-DR-A-07001 Rev P2	
Existing Site Plan	CWM-AAM-A2-ZZ-DR-A-07002 Rev P2	
Existing Site Sections	CWM-AAM-A2-XX-DR-A-07010 Rev P2	
Proposed Plans		
Demolition Plan	CWM-AAM-A2-ZZ-DR-A-07003 Rev P2	
Proposed Site Plan	CWM-AAM-A2-ZZ-DR-A-07004 Rev P4	
Level B2 Plan	CWM-AAM-A2-B2-DR-A-07098 Rev P6	
Level B1 Plan	CWM-AAM-A2-B1-DR-A-07099 Rev P6	
Ground Floor Plan	CWM-AAM-A2-GF-DR-A-07100 Rev P7	
Level 01 Plan	CWM-AAM-A2-01-DR-A-07101 Rev P6	

Level 02 Plan	CWM-AAM-A2-02-DR-A-07102 Rev P6	
Level 03 Plan	CWM-AAM-A2-03-DR-A-07103 Rev P6	
Level 04 Plan	CWM-AAM-A2-04-DR-A-07104 Rev P6	
Level 05 Plan	CWM-AAM-A2-05-DR-A-07105 Rev P6	
Roof Plan	CWM-AAM-A2-RL-DR-A-07106 Rev P6	
Proposed Elevations		
Elevations 01	CWM-AAM-A2-XX-DR-A-07200 Rev P7	
Elevations 02	CWM-AAM-A2-XX-DR-A-07201 Rev P7	
Proposed Sections		
Section AA	CWM-AAM-A2-XX-DR-A-07300 Rev P4	
Sections BB & CC	CWM-AAM-A2-XX-DR-A-07301 Rev P4	
Bay Studies		
Bay Study 01 North-East Elevation	CWM-AAM-A2-XX-DR-A-07500 Rev P6	
Bay Study 02 North-West Elevation 1	CWM-AAM-A2-XX-DR-A-07501 Rev P5	
Bay Study 03 North-West Elevation 2	CWM-AAM-A2-XX-DR-A-07502 Rev P6	
Bay Study 04 North-West Elevation 3	CWM-AAM-A2-XX-DR-A-07503 Rev P6	
Bay Study 05 South-East Elevation	CWM-AAM-A2-XX-DR-A-07504 Rev P6	
Bay Study 06 South-West Elevation	CWM-AAM-A2-XX-DR-A-07505 Rev P5	
Bay Study 07 Level 04 Plant Room	CWM-AAM-A2-XX-DR-A-07506 Rev P1	
Development Plot K1		
Existing Plans		
Area Schedule	CWM-ACM-K1-XX-AS-Q-00001 Rev P02	
Existing Site Location Plan	CWM-DMA-K1-RL-DR-A-(01)100 Rev P01	
Existing Elevations	CWM-DMA-K1-RL-DR-A-(01)102 Rev P01	
Proposed Plans		
Proposed Site Location Plan	CWK10WHIZZZZZDRAR010100 - P01	
Site Plan	CWK10-WHI-ZZZ-00-DR-AR-031000 - P04	
Proposed Elevations	CWK10WHIZZZZZDRAR010103 - P01	
Ground Floor Plan	CWK10WHIZZZ00DRAR010110 - P01	
Ground Floor GA Layout	CWK10-WHI-XXX-00-DR-AR-040110 - P08	
First Floor Plan	CWK10WHIZZZ00DRAR010111 - P01	
Second Floor Plan	CWK10WHIZZZ00DRAR010112 - P01	
Third Floor Plan	CWK10WHIZZZ00DRAR010113 - P01	
Fourth Floor Plan	CWK10WHIZZZ00DRAR010114 - P01	
Typical Levels 1-4 GA Layout	CWK10-WHI-XXX-01-DR-AR-040111 - P06	
Fifth Floor Plan	CWK10WHIZZZ00DRAR010115 - P01	
Level 5 GA Layout	CWK10-WHI-XXX-05-DR-AR-040115 - P06	
Roof Plan	CWK10WHIZZZ00DRAR010116 - P01	
Proposed Elevations		
North West Elevation	CWK10WHIZZZZZDRAR010210 - P01	
South East Elevation	CWK10WHIZZZZZDRAR010211 - P01	

North East Elevation	CWK10WHIZZZZZDRAR010212 - P01	
South West Elevation	CWK10WHIZZZZZDRAR010213 - P01	
Plant Room Elevations	CWK10WHIZZZZZDRAR010214 - P01	
Proposed Sections		
Section AA	CWK10WHIZZZZZDRAR010310 - P01	
Section BB	CWK10WHIZZZZZDRAR010311 - P01	
Section CC	CWK10WHIZZZZZDRAR010312 - P01	
Section DD	CWK10WHIZZZZZDRAR010313 - P01	
Bay Studies		
External Façade Typical Bay	CWM-DMA-K1-ZZ-DR-A-(21)101 Rev P02:	
Courtyard Façade Typical Bay	CWM-DMA-K1-ZZ-DR-A-(21)102 Rev P02:	
Interim Petrol Filling Station (IPFS)		
Existing Plans		
Area Schedule	CWM-ACM-C1-XX-AS-Q-00001 Rev P01:	
Location Plan	1185-2018-MER-11 Rev P01	
Existing Site Plan	1185-2018-MER-01 Rev P02	
Proposed plans		
Proposed Plan	1185-2018-MER-20 Rev P03	
Proposed Elevations	1185-MER-2017- 22 Rev P03	
Tanker Tracking	1185-2018-MER-23 Rev P03	
Indicative Proposed Kerb Amendments	1185-2018-MER-27 Rev P03	
Pedestrian Routes	1185-2018-MER-25 Rev P03	
Contextual Routes to Interim PFS	1185-2018-MER-26 Rev P03	
3D Visuals of Proposed Columns	1185-2018-MER-24 Rev P03	
<u>Reason:</u>		
For the avoidance of doubt and in the interests of proper planning.		
2.	Time Limit and Reserved Matters	

	<p>a) The Development hereby permitted shall be begun before the end of three years from the date of this permission.</p> <p>b) No part of the Development hereby approved in outline (other than any Excluded Works approved pursuant to Condition 10) shall be commenced until details of the Reserved Matters in relation to that part of the Development have been submitted to and approved in writing by the Local Planning Authority.</p> <p>c) The Reserved Matters for the first Building or area of the Public Realm shall be submitted to the Local Planning Authority for approval by not later than the expiration of three years from the date of this permission and that Building or area of the Public Realm shall be begun either before the end of five years from the date of this permission or before the expiration of three years from the date of the final approval of the last Reserved Matters for that Building or area of the Public Realm, or in the case of approval on different dates, the final approval of the last such Reserved Matter to be approved for that Building or area of the Public Realm.</p> <p>d) Applications for the approval of Reserved Matters in respect of the part of the Development approved in outline (apart from those Reserved Matters referred to in sub-paragraph (c) above) shall be submitted to the Local Planning Authority for approval before the expiration of 20 years from the date of this permission.</p> <p>e) Those reserved matters approved pursuant to Condition 2 of the planning permission with reference 18/AP/1604 and listed in full at Informative 1 to this decision shall be deemed as approved pursuant to this Condition 2 and development may continue pursuant to them for the purposes of this planning permission (or where not implemented at the date of this decision shall be capable of being implemented pursuant to this planning permission).</p> <p><u>Reason:</u> As required by Sections 91 and 92 of the Town and Country Planning Act 1990 as amended.</p>
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3. Control documents

	<p>The Development (excluding the Phase 1 Development) shall be developed in accordance with the following documents:</p> <ul style="list-style-type: none"> • The Development Specification (DP9, February 2026) • The Parameter Plans: 																				
	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Demolition Plan</td> <td>CWM-AAM-MP-ZZ-DR-A-07002 Rev P2</td> </tr> <tr> <td>Proposed Development Zones and Public Realm</td> <td>CWM-AAM-MP-ZZ-DR-A-07003 Rev P6</td> </tr> <tr> <td>Proposed Building Lines</td> <td>CWM-AAM-MP-ZZ-DR-A-07004 Rev P6</td> </tr> <tr> <td>Proposed Basement Extents</td> <td>CWM-AAM-MP-ZZ-DR-A-07005 Rev P9</td> </tr> <tr> <td>Proposed Vehicular Access from Planning Application Boundary</td> <td>CWM-AAM-MP-ZZ-DR-A-07006 Rev P4</td> </tr> <tr> <td>Proposed Servicing and Access</td> <td>CWM-AAM-MP-ZZ-DR-A-07007 Rev P5</td> </tr> <tr> <td>Proposed Predominant Ground Level Uses</td> <td>CWM-AAM-MP-ZZ-DR-A-07008 Rev P4</td> </tr> <tr> <td>Proposed Predominant Upper Level Uses</td> <td>CWM-AAM-MP-ZZ-DR-A-07009 Rev P5</td> </tr> <tr> <td>Proposed Site Levels</td> <td>CWM-AAM-MP-ZZ-DR-A-07011 Rev P4</td> </tr> <tr> <td>Proposed Maximum Heights</td> <td>CWM-AAM-MP-ZZ-DR-A-07012 Rev P9</td> </tr> </table>	Demolition Plan	CWM-AAM-MP-ZZ-DR-A-07002 Rev P2	Proposed Development Zones and Public Realm	CWM-AAM-MP-ZZ-DR-A-07003 Rev P6	Proposed Building Lines	CWM-AAM-MP-ZZ-DR-A-07004 Rev P6	Proposed Basement Extents	CWM-AAM-MP-ZZ-DR-A-07005 Rev P9	Proposed Vehicular Access from Planning Application Boundary	CWM-AAM-MP-ZZ-DR-A-07006 Rev P4	Proposed Servicing and Access	CWM-AAM-MP-ZZ-DR-A-07007 Rev P5	Proposed Predominant Ground Level Uses	CWM-AAM-MP-ZZ-DR-A-07008 Rev P4	Proposed Predominant Upper Level Uses	CWM-AAM-MP-ZZ-DR-A-07009 Rev P5	Proposed Site Levels	CWM-AAM-MP-ZZ-DR-A-07011 Rev P4	Proposed Maximum Heights	CWM-AAM-MP-ZZ-DR-A-07012 Rev P9
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	<ul style="list-style-type: none"> The Design Guidelines: Volume 1 Masterplan (October 2025) and the Design Guidelines: Volume 2 – Masterplan Public Realm (October 2018) <p><u>Reason:</u></p> <p>To ensure that the Development is undertaken in accordance with the approved drawings and documents, including the Environmental Statement, and otherwise conforms to the principles of sustainable development as described in the National Planning Policy Framework (2019).</p>																																																						
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	<p>The total amount of floorspace across the Development (excluding the Phase 1 Development) shall not exceed the 766,148 sq m GEA (excluding parking, plant and public toilets) stated in Tables 3a and 3b of the approved Development Specification.</p> <p><u>Reason:</u></p> <p>To ensure that the Development is carried out in accordance with the approved plans and other submitted documents and to ensure that the quantum of floorspace remains within the approved parameters as assessed pursuant to the Environmental Impact Assessment of the Development.</p>																																																						
5.	Development Zones and permitted uses																																																						
	<p>The quantum of built floorspace across the Development (excluding the Phase 1 Development) shall not exceed:</p> <ul style="list-style-type: none"> the maximum floorspace (GEA) for each permitted land use; the maximum floorspace (GEA) for each Development Zone; and the maximum floorspace (GEA) across the Development as a whole (excluding the Phase 1 Development), <p>in each case as stated in Table 3 of the approved Development Specification, as follows:</p> <table border="1"> <thead> <tr> <th>Land Use</th> <th>Use Class</th> <th>MAXIMUM GEA CAP BY USE (SQ M)</th> </tr> </thead> <tbody> <tr> <td>Retail</td> <td>A1-A5</td> <td>86,650</td> </tr> <tr> <td>Workspace</td> <td>B1</td> <td>282,500</td> </tr> <tr> <td>Hotel</td> <td>C1</td> <td>16,500</td> </tr> <tr> <td>Assisted Living</td> <td>C2</td> <td>35,700</td> </tr> <tr> <td>Residential</td> <td>C3/Sui Generis*</td> <td>472,600</td> </tr> <tr> <td>Community Facilities</td> <td>D1</td> <td>45,650</td> </tr> <tr> <td>Leisure/ Cultural</td> <td>D2</td> <td>51,500**</td> </tr> <tr> <td>Night Club</td> <td>Sui Generis</td> <td>1,500</td> </tr> <tr> <td>Student Accommodation</td> <td>Sui Generis</td> <td>50,300</td> </tr> <tr> <td>Energy Centre</td> <td>Sui Generis</td> <td>2,000</td> </tr> <tr> <td>Primary Sub-Station</td> <td>Sui Generis</td> <td>3,000</td> </tr> <tr> <td>Multi-Storey Car Park</td> <td>Sui Generis</td> <td>17,200</td> </tr> <tr> <td>Petrol Filling Station</td> <td>Sui Generis</td> <td>3,000</td> </tr> <tr> <td>Transport Infrastructure (second entrance to SQ Station)</td> <td>Sui Generis</td> <td>500</td> </tr> <tr> <td>Flexible Events Space</td> <td>Sui Generis</td> <td>5,000</td> </tr> <tr> <td>Parking and Plant</td> <td>-</td> <td>133,750</td> </tr> <tr> <td>Public Toilets</td> <td>Sui Generis</td> <td>500***</td> </tr> </tbody> </table>	Land Use	Use Class	MAXIMUM GEA CAP BY USE (SQ M)	Retail	A1-A5	86,650	Workspace	B1	282,500	Hotel	C1	16,500	Assisted Living	C2	35,700	Residential	C3/Sui Generis*	472,600	Community Facilities	D1	45,650	Leisure/ Cultural	D2	51,500**	Night Club	Sui Generis	1,500	Student Accommodation	Sui Generis	50,300	Energy Centre	Sui Generis	2,000	Primary Sub-Station	Sui Generis	3,000	Multi-Storey Car Park	Sui Generis	17,200	Petrol Filling Station	Sui Generis	3,000	Transport Infrastructure (second entrance to SQ Station)	Sui Generis	500	Flexible Events Space	Sui Generis	5,000	Parking and Plant	-	133,750	Public Toilets	Sui Generis	500***
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	<p><i>Table 3a: Maximum GEA cap across the Masterplan by Use (sq m)</i></p>																																																						

Development Zone	Zone B GEA SQ M	Zone C GEA SQ M	Zone D GEA SQ M	Zone E GEA SQ M	Zone F GEA SQ M	Zone G GEA SQ M	Zone H GEA SQ M	Zone J GEA SQ M	Zone L GEA SQ M	Zone M GEA SQ M	Zone N GEA SQ M	Zone P GEA SQ M
MAXIMUM GEA CAP PER ZONE (SQ M) (excluding public toilets, parking and plant)	98,900	68,000	189,200	36,600	126,000	79,900	124,600	78,300	29,800	5,200	750	150
TOTAL MAXIMUM GEA CAP (SQ M) (excluding public toilets, parking and plant)	766,148											

Table 3b: Maximum total GEA cap per Zone and total Masterplan cap (sq m)

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 remains within the approved parameters as assessed pursuant to the Environmental Impact Assessment of the Development.

6. Floorspace minimums

At its completion the Development hereby permitted will include as a minimum 2,000 residential units (use class C3) and the following amounts of non-residential floorspace across the Development (excluding the Phase 1 Development):

- 45,962sqm (GIA) retail and leisure floorspace (use classes A1-A5 and D2)
- 45,962sqm (GIA) workspace (use class B1)
- 500sqm (GEA) community use floorspace (use class D1)

Reason:
To ensure a mixed and balanced Town Centre in accordance with the objectives of the Canada Water Area Action Plan (2015)

7. Reserved Matters Compliance Statement

Each application for Reserved Matters (excluding the Sub-Station) submitted pursuant to Condition 2 shall contain the information set out in the Reserved Matters Compliance Statement Checklist included at Annex 1 of this Decision Notice.

Reason:
To ensure that the development is undertaken in accordance with the plans and documents approved herein

8. Phasing

No part of the Development shall be carried out unless and until a phasing plan showing the location of each Development Phase and including details of the order in which the Development Phases will be commenced has been submitted to and approved by the Local Planning Authority.

The Development shall only be carried out in accordance with the approved phasing plan, which shall be updated from time to time and submitted for approval by the Local Planning Authority.

Reason:
In order to provide a coordinated approach to the delivery of the Development, including the associated infrastructure and the Public Realm and in the interests of proper planning and to ensure this is a planning permission which expressly provides for the development to be carried out in phases for the purposes of the Community Infrastructure Levy Regulations 2010.

9. Retail controls

	<p>At its completion, the Development will provide:</p> <ul style="list-style-type: none"> • A minimum of 50% of its retail floorspace as Use Class A1; • A minimum of 10% of its retail floorspace as small shops (80sqm GIA or less); • No hot-food takeaways (Use Class A5) within 400m of a secondary school boundary and no more than 5% of its retail floorspace as Use Class A5 premises; and • Only 1 petrol filling station operational at any point in time. <p><u>Reason:</u></p> <p>In order to deliver a diverse retail environment as described in the Canada Water Area Action (2015).</p>
10.	Excluded Works
	<p>No development shall take place within a Development Zone, Development Plot or Public Realm until such time as details of the Excluded Works relating to that part of the development have been submitted to the Local Planning Authority and approved in writing.</p> <p><u>Reason:</u></p> <p>In order to ensure that all necessary enabling works required to facilitate the approved development are undertaken to the satisfaction of the Local Planning Authority in a timely manner and avoiding adverse impacts on local amenity insofar as possible in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007).</p>

Phase 1 Conditions (Development Plots A1, A2, K1 and the IPFS)

Conditions 11 – 56 relate to Development Plots A1, A2, K1 and IPFS, collectively described as the 'Phase 1 Development', and shall be required to be discharged for each Development Plot individually, but this shall not preclude the discharge of the conditions for Development Plots collectively, where appropriate:

Pre-commencement condition(s) - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the Local Planning Authority before any work in connection with implementing this permission is commenced.

11.	<p>Tree protection measures</p> <p>Prior to works commencing on each Development Plot, including any demolition, changes to ground levels or tree removal, a pre-commencement meeting shall be arranged with the Local Planning Authority and following that meeting an Arboricultural Method Statement shall be submitted to the Local Planning Authority for approval in writing detailing the following:</p> <ul style="list-style-type: none"> a) the means by which any retained trees on or directly adjacent to the relevant Development Plot are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment and details of facilitative pruning specifications and a proposed supervision schedule to be overseen by an accredited arboricultural consultant; and b) cross sections to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation. <p>The existing trees on or adjoining the relevant Development Plot which are to be retained shall be protected and managed throughout the period of works in accordance with the recommendations contained in the approved Arboricultural Method Statement, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.</p> <p>If within the expiration of 5 years from the date of the Occupation of a the relevant Development Plot for its permitted use any tree retained in connection with that Development Plot is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with Saved Policies 3.2 'Protection of amenity', 3.12 'Quality in Design', 3.13 'Urban Design' and Policy 3.28 'Biodiversity' of the Soutwark Plan (2007), Strategic Policies 11 'Open spaces and wildlife', 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
12.	<p>Contamination – Site investigations</p> <p>Prior to the commencement of any (other than any Excluded Works approved pursuant to Condition 10), a Phase II site investigation and risk assessment shall be conducted in accordance with the approved Phase I desk-based assessment detailed in the approved Environmental Statement. The results of the Phase II site investigation shall be submitted to the Local Planning Authority for approval in writing prior to the commencement of any remediation that might be required.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Saved Policy 3.2 'Protection of amenity' of the Soutwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
13.	<p>Contamination – Remediation</p>

	<p>In the event that site investigations identify contamination is present on any Development Plot, a detailed remediation strategy to bring the relevant parts of the Development Plot to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The detailed remediation strategy shall ensure that the land forming the Development Plot would not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.</p> <p>The approved remediation strategy (if one is required) shall be carried out in accordance with its terms prior to the commencement of the relevant Development Plot (other than any Excluded Works approved pursuant to Condition 10 and those works required to carry out remediation), unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation strategy works.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Saved Policy 3.2</p> <p>'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
14.	Contamination – Verification
	<p>Following the completion of the measures identified in any approved remediation strategy, a verification report providing evidence that all work required by that remediation strategy has been completed shall be submitted to and approved in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Saved Policy 3.2</p> <p>'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
15.	Piling and foundation design
	<p>Prior to the commencement of any Development Plot (other than any Excluded Works approved pursuant to Condition 10), details of the proposed piling method and foundation design for that Development Plot shall be submitted to the Local Planning Authority for approval in writing (in consultation with the Environment Agency) to demonstrate that there is no resultant unacceptable risk to groundwater. The relevant Development Plot shall be carried out in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>Piling can create pathways for contaminants and this presents a risk to underlying controlled waters unless appropriate methodologies and mitigation are utilised in accordance with Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
16.	Basement impact/groundwater flooding – Development Plots A1 and A2

	<p>Prior to the commencement of any works below grade in respect of Development Plot A1 or Development Plot A2 (respectively) (other than any Excluded Works approved pursuant to Condition 10), a detailed basement impact assessment (BIA)(prepared following guidance in Southwark's Strategic Flood Risk Assessment 2017 or any replacement thereof) relating to the relevant Development Plot shall be submitted to the Local Planning Authority for approval in writing identifying existing groundwater levels, flows and fluctuations and, if appropriate, demonstrating that appropriate mitigation measures are integrated into the basement design to prevent groundwater flooding. The relevant Development Plot shall proceed in accordance with any approval given and any mitigation measures shall be retained and maintained in perpetuity.</p> <p><u>Reason:</u></p> <p>To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with Southwark's SFRA, Saved Policy 3.9 'Water' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011), Policy 5.12 'Flood Risk Management' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
17.	Sustainable drainage
	<p>Prior to the commencement of each Development Plot (other than any Excluded Works approved pursuant to Condition 10), a detailed surface water drainage strategy relating to the relevant Development Plot shall be submitted to the Local Planning Authority for approval in writing (in consultation with Thames Water and the Environmental Agency) setting out the range of sustainable drainage measures to be implemented across this part of the site.</p> <p>Surface water drainage strategies should aim to achieve a reduction in surface water runoff to greenfield rates for storm events up to a 1% annual exceedance probability plus climate change allowance, unless it can be demonstrated that discharge to a local waterbody or other constraints justify a higher runoff rate. The relevant Development Plot shall proceed in accordance with any approval granted.</p> <p><u>Reason:</u></p> <p>To minimise the potential of the site to contribute to surface water flooding in accordance with Saved Policy 3.9 'Water' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011), Policy 5.12 'Flood Risk Management' of the London Plan 2016 and the National Planning Policy Framework (2019).</p>
18.	Archaeology
	<p>Before any work hereby authorised begins on Development Plots A1, A2, K1 or the IPFS (respectively), the applicant shall secure the implementation of:</p> <ul style="list-style-type: none"> a) a programme of archaeological and geoarchaeological investigation work for the relevant Development Plot(s) in accordance with a written scheme of investigation shall be submitted to and approved in writing by the Local Planning Authority; and b) a programme of archaeological mitigation works in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority. <p><u>Reason:</u></p> <p>In order that the archaeological operations are undertaken to an acceptable standard, that legitimate archaeological interest in the site is satisfied and that any programme of works is appropriate and responds to the extent and nature of any archaeological remains on site in accordance with Strategic Policy 12 'Design and Conservation' of the Core Strategy (2011), Saved Policy 3.19 'Archaeology' of the Southwark Plan (2007) and the National Planning Policy Framework (2019).</p>
19.	Cycle parking – Development Plots A1 & A2

	<p>Prior to commencement of Development Plot A1 or Development Plot A2 hereby granted (respectively)(other than any Excluded Works approved pursuant to Condition 10), detailed 1:50 drawings of the secure, convenient and weatherproof long and short stay cycle parking and ancillary facilities for storage, cycle maintenance and/or changing shall be submitted to and approved in writing by the Local Planning Authority. All staircases serving basement cycle stores will be sized and configured to facilitate the convenient manoeuvring of cycles, including gullies being fitted in all cases.</p> <p>Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose and the Development shall not be carried out otherwise in accordance with any such approval given.</p> <p><u>Reason</u></p> <p>In order to ensure that satisfactory safe and secure cycle parking and changing facilities are provided and can be easily accessed by users in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with Saved Policy 5.3 'Walking and Cycling' of the Southwark Plan (2007), Strategic Policy 2 'Sustainable Transport' of the Core Strategy (2011), Policy 6.9 'Cycling' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
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Commencement of works Above Grade - the details required to be submitted for approval by the conditions listed below must be submitted to and approved by the Local Planning Authority before any work. Above Grade is commenced (other than any Excluded Works approved pursuant to Condition 10).

20.	Erection of cranes
	<p>No cranes or scaffolding that have a maximum operating height of more than 60m above ground level shall be erected for each Development Plot (respectively) unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of cranes in connection with the construction of the relevant Development Plot have been submitted to and approved by the Local Planning Authority (in consultation with London City Airport). The development shall be carried out in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>In the interests of aircraft safety</p>
21.	Radar mitigation scheme – Development Plot A1
	<p>No works Above Grade shall be undertaken on Development Plot A1 until a Radar Mitigation Scheme (RMS) has been approved in writing with the Local Planning Authority (in consultation with NATS). The approved RMS shall be implemented in full no later than the construction progressing above 80m AOD.</p> <p><u>Reason:</u></p> <p>In the interests of aircraft safety and the operations of NATS (En-route) PLC.</p>
22.	Samples panel and mock-ups
	<p>Prior to commencement of works Above Grade (excluding cores), sample panels of all external facing materials to be used in the construction of the Building(s) within an individual Development Plot shall be presented on site (or an alternative location agreed with the Local Planning Authority) and a detailed schedule of such materials submitted to the Local Planning Authority for approval in writing.</p> <p>For Development Plots A2 and K1, this shall include 1m x 1m sample panels of all cladding materials including bond, coursing and jointing finishes and details.</p> <p>For Development Plot A1, a full-scale mock-up of the principal elements of the facades shall be constructed and presented on-site. A detailed plan of the mock-up should be agreed with the Local Planning Authority prior to the construction of the mock-up.</p> <p>The development shall not be carried out other than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority can be satisfied that the consented development will be delivered to a high quality and makes an appropriate contextual response to the site in</p>

	accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and Conservation' of the Core Strategy (2011), Policies 7.4 'Local character' and 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).
23.	Detailed section drawings
	<p>Prior to the commencement of works Above Grade for each Development Plot (excluding cores), typical section drawings at a scale of 1:5/1:10 through the following building elements shall be submitted to the Local Planning Authority for approval in writing:</p> <ul style="list-style-type: none"> • The facades • Shopfronts • Parapets and roof edges • Balconies • Entrances to internal servicing yards • Heads, cills and jambs of all openings <p>The Development Plots shall not be carried out other than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that the consented Buildings will be constructed with the necessary level of technical expertise to achieve the high quality architecture presented in the application material in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011), Policies 7.4 'Local character' and 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
24.	Top of the tower – Development Plot A1
	<p>No construction works Above Grade in relation to Development Plot A1 (excluding cores) shall commence until detailed plans, sections and elevations at a scale of 1:20/1:50 of the top three storeys of each of the tower elements of Development Plot A1 have been submitted to the Local Planning Authority for approval in writing.</p> <p><u>Reason:</u></p> <p>To ensure the detailed design of the tower elements demonstrate the special architectural quality required given the impact of these buildings on the London skyline in accordance with Saved Policies 3.12 'Quality in design' and 3.13 'Urban design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011), Policy 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
25.	Ghost sign – Development Plot K1
	<p>Prior to commencement of construction works Above Grade in relation to Development Plot K1, detailed drawings to show the location, size, appearance and material(s) of any "ghost sign" to be applied to the façade shall be submitted to the Local Planning Authority for approval in writing. The development shall not be carried out other than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority can be satisfied that the consented development will be delivered to a high quality, in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and Policies 7.4 'Local character' and 7.6 'Architecture' of the London Plan (2016), and the National Planning Policy Framework (2019).</p>
26.	Hard and soft landscaping

	<p>Before any construction works Above Grade in relation to each Development Plot begins, detailed drawings of a hard and soft landscaping scheme for all areas of the relevant Development Plot not covered by Buildings and, specifically:</p> <ul style="list-style-type: none"> • Development Plot A1 roof gardens • Development Plot A2 planted terraces • Dock Office Courtyard • Dock Office Walk • Development Plot K1 courtyard <p>shall be submitted to the Local Planning Authority for approval in writing.</p> <p>Details will include cross-sections and plans, detailed planting specifications, surfacing materials of any parking, access or pathways layouts, materials, design of play space and equipment, details of sustainable drainage or other water features and details of the treatment of any edges/boundaries or other means of enclosure. Details shall be provided of the intended maintenance regime for all areas of landscaping.</p> <p>The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained and maintained for the duration of the use.</p> <p>Any planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that are found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).</p> <p><u>Reason:</u></p> <p>So that the Local Planning Authority may be satisfied with the details of the landscaping scheme in accordance with Saved Policies 3.2 'Protection of amenity', 3.12 'Quality in Design', 3.13 'Urban Design' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 11 'Open spaces and wildlife', 12 'Design and conservation' and 13 'High Environmental Standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
<p>27.</p>	<p>Brown roofs – Development Plot K1</p>
	<p>Before commencement of any construction works Above Grade in relation to Development Plot K1, detailed plans, sections and specifications for the brown roofs to be installed on the principal Building within Development Plot K1 and associated plant room shall be submitted the Local Planning Authority for approval in writing. Details shall include:</p> <ul style="list-style-type: none"> • The depth of substrate (to be a minimum of 100mm); • The incorporation of measures to maximise the habitat value of the roof; • That an appropriate management and maintenance regime is in place. <p>These roofs will not be used as recreational spaces and access will be limited to essential maintenance or escape in the case of emergency.</p> <p><u>Reason:</u></p> <p>To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with Saved Policy 3.28 of the Southwark Plan (2007), Strategic Policy 11 'Open Space and Wildlife' of the Core Strategy (2011) and Policies 5.10 'Urban Greening' and 5.11 'Green roofs and development site environs' of the London Plan (2016).</p>
<p>28.</p>	<p>Biodiversity, habitat and ecology</p>

	<p>Prior to the commencement of any works Above Grade in relation to Development Plot A1, Development Plot A2 or Development Plot K1 (respectively), details shall be submitted to demonstrate the integration of the following habitat features within the relevant Development Plot:</p> <p><u>Development Plot A1</u></p> <p>20x swift bricks on the eastern elevation</p> <p><u>Development Plot A2</u></p> <p>9x swift bricks (to be located under the eaves on the eastern elevation)</p> <p>6x sparrow terraces (to be located under the eaves on the rear section of the Building) 12x bat tubes (facing Canada Water on the north-east elevation)</p> <p><u>Development Plot K1</u></p> <p>A total of 12x swift bricks (on the end of the courtyard flanks facing the Woodland)</p> <p>A total of 10x sparrow terraces (to be located beneath the eaves on the woodland facing elevation)</p> <p>12x bat tubes (three on each elevation)</p> <p>The specified habitat features shall be installed prior to Occupation of the relevant Development Plot and retained and maintained thereafter.</p> <p><u>Reason:</u></p> <p>To ensure the proposal protects and enhances biodiversity in accordance with Saved Policy 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policy SP11 'Open Spaces and wildlife' of the Core Strategy (2011) and Policy 7.19 ' Biodiversity and access to nature' of the London Plan (2016).</p>
<p>29.</p>	<p>Security measures</p>
	<p>Before any Above Grade works in relation to Development Plot A1, Development Plot A2, Development Plot K1 or the IPFS (respectively) begins, details of security measures in relation to the relevant Development Plot, including any CCTV, shall be submitted to the Local Planning Authority for approval in writing. Any such security measures shall be implemented/installed prior to the Occupation of the respective building(s) in accordance with the approved details, which shall seek to achieve the 'Secured by Design' accreditation award from the Metropolitan Police.</p> <p><u>Reason:</u></p> <p>In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention in accordance with Saved Policy 3.14 'Designing out crime' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
<p>30.</p>	<p>Shopfront design</p>
	<p>Prior to the carrying out works above grade for any Development in Plots A1 or A2, details of the design code for the proposed retail frontages facing streets, routes and public spaces (including shopfront design(s), advertisement zones, ventilation grilles, awnings and spill out zones) shall be submitted to the Local Planning Authority for approval in writing. The development shall be implemented in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>To ensure that the quality of the design and details are in accordance with Saved Policies 3.12 'Quality in design' and 3.13 'Urban design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
<p>31.</p>	<p>Cycle parking – Development Plot K1</p>

	<p>Prior to the carrying out of any works Above Grade in relation to Development Plot K1, detailed 1:50 drawings of the secure, convenient and weatherproof long and short stay cycle parking and associated facilities in connection with Development Plot K1 shall be submitted to and approved in writing by the Local Planning Authority. The details shall include measures to enhance the security of the external courtyard cycle store. Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose and the Development Plot shall not be carried out otherwise than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order to ensure that satisfactory safe and secure cycle parking and associated facilities are provided and can be easily accessed by users in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with Saved Policy 5.3 'Walking and Cycling' of the Southwark Plan (2007), Strategic Policy 2 'Sustainable Transport' of the Core Strategy (2011), Policy 6.9 'Cycling' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
32.	Tower obstruction lighting scheme – Development Plot A1
	<p>Prior to the commencement of works Above Grade in relation to Development Plot A1, a scheme of obstruction lighting for the Development Plot A1 tower Building shall be submitted to the Local Planning Authority for approval in writing (in consultation with London City Airport). The Development shall be carried out in accordance with any approval given and the lighting retained and maintained for the lifetime of the Development Plot A1 tower Building unless otherwise agreed in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To ensure that tall building are appropriately illuminated to aid visibility for aircraft without contributing to glare in accordance with guidance issued by the Civil Aviation Authority, Policy 7.7 'Location and design of tall and large buildings' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>

Pre-occupation condition(s) - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the Local Planning Authority before the Building(s) hereby permitted are Occupied or the use hereby permitted is commenced.

33.	BREEAM
	<p>a) Prior to commencement of fit out works to Development Plot A1 or Development Plot A2 (respectively), an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) in relation to the relevant Development Plot demonstrating that all reasonable steps have been undertaken to achieve a minimum accreditation of BREEAM 'Excellent' rating for the workspace and retail elements of the Development Plot and BREEAM "Very Good" for the leisure centre (where applicable) shall be submitted to the Local Planning Authority for approval in writing and each relevant Development Plot shall not be carried out otherwise than in accordance with any such approval given;</p> <p>b) Before the first Occupation of Development Plot A1 or Development Plot A2 (respectively), a certified post construction review (or other verification process agreed with the Local Planning Authority) in relation to the relevant Development Plot shall be submitted to and approved in writing by the Local Planning Authority, confirming that the standards specified in sub-paragraph (a) have been met.</p> <p><u>Reason:</u></p> <p>To ensure the proposal is completed to the highest possible standards of environmental sustainability in accordance with Saved Policies 3.3 'Sustainability' and 3.4 'Energy Efficiency' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011), Policy 5.3 'Sustainable design and construction' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
34.	External/artificial lighting – Public Realm

	<p>Prior to the Occupation of any Development Plot (respectively), details of any external lighting (including design, specification, power) to be installed in any Public Realm within the relevant Development Plot shall be submitted to the Local Planning Authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that external lighting is appropriately designed and located to balance the safe illumination of the public realm with the amenity of existing/future residential occupiers and important ecological receptors, including pathways for migrating bats, in accordance with Saved Policies 3.2 'Protection of amenity', 3.14 'Designing out crime' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 10 'Open Spaces and wildlife', 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
35.	<p>External/artificial lighting – Buildings</p> <p>Prior to Occupation of any Building within a Development Plot, details of any external lighting (including design, specification, power) to be affixed to the Building(s) shall be submitted to the Local Planning Authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that external lighting is appropriately designed and located to balance the safe illumination of the public realm with the amenity of existing/future residential occupiers and important ecological receptors, including pathways for migrating bats, in accordance with Saved Policies 3.2 'Protection of amenity', 3.14 'Designing out crime' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 10 'Open Spaces and wildlife', 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
36.	<p>Noise from plant – Development Plots A1 and A2</p> <p>The Rated sound level from any plant, together with any associated ducting in Development Plot A1 or Development Plot A2 shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises and the Specific plant sound level shall be 10dB(A) or more below the background sound level in this location. For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014.</p> <p>Prior to the Occupation of Development Plot A1 and Development Plot A2 (respectively), a validation test shall be carried out and the results submitted to the Local Planning Authority for approval in writing to demonstrate compliance with the above standard.</p> <p><u>Reason:</u></p> <p>To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
37.	<p>Noise from plant – Development Plot K1</p>

	<p>The combined noise level from the Development Plot K1 energy centre shall not exceed a Rating level of 40dB during the hours of 07.00-23.00 and 30dB during the hours of 23.00-07.00 when measured externally at any sensitive receptor. The rating level shall be calculated in accordance with the methodology of BS4142:2014.</p> <p>Prior to the Occupation of Development Plot K1, a validation test shall be carried out and the results submitted to the Local Planning Authority for approval in writing to demonstrate compliance with the above standard.</p> <p><u>Reason:</u></p> <p>To ensure that occupiers of neighbouring premises do not suffer a loss of amenity due by reason of excess noise due to plant and machinery in accordance with Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan (2007), Strategic Policy 13 'High Environmental Standards' of the Core Strategy 2011 and the National Planning Policy Framework (2019).</p>
38.	<p>Internal noise levels for new homes</p>
	<p>The residential units hereby permitted in Development Plot A1 and Development Plot K1 shall be designed to ensure that the following internal noise levels are not exceeded due to environmental noise (when the windows and doors are closed):</p> <p>Bedrooms - 35dB LAeq T†, 30 dB LAeq T*, 45dB LAFmax T * Living rooms- 35dB LAeq T † Dining room - 40 dB LAeq T †</p> <p>* - Night-time - 8 hours between 23:00-07:00 † - Daytime - 16 hours between 07:00-23:00</p> <p>Prior to Occupation of Development Plot A1 and Development Plot K1 (respectively), a report shall be submitted to the Local Planning Authority for approval in writing demonstrating that the above standards have been achieved having carried out a validation test on a relevant sample of residential units (minimum 10%). The residential units shall not be Occupied until such time as the submitted details are approved and any measures required, implemented or installed in order to achieve the above standards shall be maintained permanently thereafter. <u>Reason</u></p> <p>To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
39.	<p>Noise transfer between commercial and residential elements – Development Plot A1</p>
	<p>The habitable rooms within Development Plot A1 sharing a party ceiling/floor with workspace (use class B1) or retail (use classes A1-A5) uses hereby permitted shall be designed and constructed to provide reasonable resistance to the transmission of sound sufficient to ensure that noise from the commercial activities does not exceed NR20.</p> <p>Prior to Occupation of the residential or commercial elements of Development Plot A1, a validation test shall be undertaken and the results submitted to the Local Planning Authority for approval in writing to demonstrate that this standard has been achieved.</p> <p><u>Reason:</u></p> <p>To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources in accordance with Saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
40.	<p>Ventilation/Extraction from leisure centre – Development Plot A2</p>
	<p>The Leisure Centre hereby permitted in Development Plot A2 shall not be Occupied until full particulars and details of a scheme of extraction and ventilation for the pool and pool plant have been submitted to the Local Planning Authority for approval in writing. The scheme shall include details of discharge height and location and the technical specification of the extraction system and shall demonstrate that there shall be no impact on residential amenity from extracted air or odours. The Development shall be carried out in accordance with the approval given.</p> <p><u>Reason</u></p>

	In order that the Local Planning Authority may be satisfied that the ventilation, ducting, filtration/treatment and ancillary equipment is incorporated as an integral part of the development in the interests of residential amenity in accordance with Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).
41.	Kitchen extract systems – Development Plots A1 and A2
	<p>Prior to the Occupation of any Use Class A3 (“restaurants and cafes”) or Use Class A5 (“Hot food takeaways”) premises, details of kitchen extract systems including the routing of any ducting shall be provided and shall demonstrate that high level discharge is achieved and away from any intake locations. Details of odour and grease filtration systems required to supplement high level discharges shall be provided to reduce odour to acceptable levels.</p> <p><u>Reason</u></p> <p>In order to ensure that that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance to nearby sensitive receptors or at street level and will not detract from the appearance of the building in the interests of amenity in accordance with Saved Policy 3.2 Protection of Amenity of The Southwark Plan 2007, Strategic Policy 13 High Environmental Standards of the Core Strategy 2011 and the National Planning Policy Framework (2019).</p>
42.	Communal satellite system
	<p>No Building shall be Occupied until details of any communal satellite (or other equivalent) system to be placed on the top of the Building has been submitted to and approved in writing by the Local Planning Authority and the Development shall not be carried out otherwise than in accordance with any such approval given.</p> <p><u>Reason</u></p> <p>To restrict the installation of multiple satellite dishes to the elevations of the buildings to ensure that the elevations and roof profile remain free from unsightly satellite dishes and associated telecommunications infrastructure in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and Policy 7.6 'Architecture' of the London Plan (2016).</p>
43.	Waste management
	<p>Before the first occupation of each Development Plot (respectively) details of the arrangements for the storage, compaction and collection of refuse and recycling for all consented uses within the relevant Development Plot shall be submitted to the Local Planning Authority for approval in writing and the facilities approved shall be provided and made available for use by the occupiers of the premises and the facilities shall thereafter be retained and shall not be used or the space used for any other purpose.</p> <p><u>Reason</u></p> <p>To ensure that all forms of refuse will be appropriately stored within the site and located to facilitate convenient collection thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with Saved Policies 3.2 'Protection of amenity' and 3.7 'Waste reduction' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

Other condition(s) - the following condition(s) are to be complied with and discharged in accordance with the individual requirements specified in the condition(s).

44.	Contamination – Unexpected contaminants
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	<p>In the event that any contamination that was not previously identified is found at any time when carrying out the Development, it shall be reported in writing immediately to the Local Planning Authority and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
45.	Archaeological reporting
	<p>Within six months of the completion of archaeological site works, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation and deposition of the archive shall be submitted to and approved in writing by the Local Planning Authority and the post-excavation works, publication of the site and preparation and deposition of the archive works detailed in this assessment report shall not be carried out otherwise than in accordance with any such approval given.</p> <p><u>Reason</u></p> <p>In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Saved Policy 3.19 'Archaeology' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
46.	Heritage information plaque and Sculpture
	<p>Details of any works to relocate and re-install the heritage information plaque on the dock railings, and the statue of deal porters within the dock shall be submitted to the local planning authority for approval in writing prior to their removal. The heritage information plaque and statue shall be re-installed in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>To ensure these local heritage features are incorporated suitably within the development, in accordance with Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

Compliance condition(s) - the following condition(s) impose restrictions and/or other requirements that must be complied with at all times in relation to each Development Plot.

47.	Use of communal amenity spaces and facilities
	<p>All residents within an individual Building shall be permitted equal access to any communal amenity spaces proposed to serve residents of that Building.</p> <p><u>Reason:</u></p> <p>To ensure all residents have adequate and equitable access to high quality communal amenity space and other resident facilities in accordance with Saved policy 4.2 'Quality of Accommodation' of the Southwark Plan (2007) and the 2015 Technical Update to the Residential Design Standards SPD 2011.</p>
48.	Use of external terraces – Development Plot A2
	<p>The private roof terrace at 6th floor level to the rear of Development Plot A2 shall not be used between the hours of 22:00-08:00 other than for maintenance/repair purposes or means of escape.</p> <p>The terraces on the stepped-elevation of Development Plot A2 on the boundary with Hothfield Place shall not be used at any time other than for maintenance/repair purposes or means of escape.</p> <p><u>Reason</u></p>

	To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance in accordance with Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).
49.	Wind mitigation measures – A1 terraces
	<p>The wind mitigation measures cited in the Design and Access Statement – Volume III Addendum Plot A1 (October 2018) and Pedestrian Level Wind Microclimate Assessment in the Environmental Statement Addendum (October 2018), including targeted planting, balustrades and pergolas, shall be incorporated into the detailed design of the roof terraces for Development Plot A1 and such features shall be retained and maintained in perpetuity unless otherwise agreed in writing with the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order to ensure that the roof terraces provide a useable, high quality amenity for residents of the building in accordance with Saved Policies 3.12 'Quality in design' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011), Policy 7.6 'Architecture' of the London Plan (2016) and guidance in the Local Planning Authority's 2015 Technical Update to the Residential Design Standards SPD (2011).</p>
50.	Wheelchair accessible parking spaces
	<p>Prior to first occupation of the Development Plot A2, 4x disabled parking spaces shall be delivered and made available for commercial occupiers as shown on approved plan A2-00-DR-A-07100/P3; and</p> <p>Prior to first occupation of Development Plot K1, 4x disabled parking spaces shall be delivered and made available for residential occupiers as shown on approved plan A-(01)110/RevP1</p> <p>This parking provision shall be retained for the purposes of car parking for the disabled for as long as the development is occupied.</p> <p><u>Reason</u></p> <p>To ensure that the parking spaces for disabled people are provided and retained in accordance saved Policy 5.7 'Parking standards for disabled people and the mobility impaired' of the Southwark Plan (2007), Strategic Policy 2 'Sustainable transport' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
51.	Protection from vibration
	<p>The residential units in Development Plot A1 and Development Plot K1 must be designed to ensure that habitable rooms are not exposed to vibration dose values in excess of 0.13 m/s during the night-time period of 23.00 – 07.00hrs or re-radiated noise in excess of 35dB LASmax.</p> <p><u>Reason</u></p> <p>To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess vibration from transportation sources in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
52.	Emergency plant noise test limits
	<p>Routine testing of emergency plant shall only take place during the hours of 09.00 to 17.00 Monday to Friday and not on any public holiday. The combined noise level from emergency plant shall not exceed 60dB(A) at any sensitive façade.</p> <p><u>Reason:</u></p> <p>To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise in accordance with Saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
53.	Potable water

	<p>All residential units shall be designed and constructed to achieve a potable water use target of 105L per person per day</p> <p><u>Reason:</u></p> <p>To conserve water in accordance with Saved Policy 3.9 'Water' of the Southwark Plan (2007), Strategic Policy 13 'High Environmental Standards' of the Core Strategy (2011) and the Local Planning Authority's Sustainable Design and Construction SPD (2009)</p>
54.	Hours of use for retail units – Development Plots A1 and A2
	<p>The permitted hours of use for the retail uses (Use class A1-A5) in Development Plot A1 and Development Plot A2 shall be between 6am and 12am unless otherwise agreed in writing with the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order that the ambition to broaden the vitality of the Town Centre at Canada Water does not conflict with the need to protect residential amenity in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007) and the National Planning Policy Framework (2019).</p>
55.	No roof top structures beyond that shown on plans
	<p>No roof plant, equipment or other structures other than as approved pursuant to a condition of this planning permission shall be placed on a roof or be permitted to project above the roofline of any part of the Building(s) or shall be permitted to extend outside of any roof plant enclosure(s) of any Building(s) without the prior written consent of the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order to ensure that roof top plant does not detract from the appearance of the buildings hereby consented, does not detract from the visual amenity of the area and does not infringe or harm protected viewing corridors passing over the application site in accordance with Saved Policies 3.2 'Protection of Amenity', 3.12 'Quality in design' and 3.13 'Urban design' of the Southwark Plan (2007), Strategic Policy SP12 'Design and conservation' of the Core Strategy (2011), Policy 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
56.	Removal of office PD rights
	<p>Notwithstanding the provisions of Schedule 2 Part 7 Class F of the Town and Country Planning (General Permitted Development) Order 2015 (as amended or any re-enactment thereof), no extension nor alteration of an office building shall be carried out pursuant to those provisions.</p> <p><u>Reason:</u></p> <p>To safeguard the character and the amenities of the premises and adjoining properties in accordance with Saved Policies 3.2 'Protection of amenity' and 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policies 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

The Development (excluding the Phase 1 Development)

Conditions 57 – 98 shall be discharged for each Development Plot, Building(s) or area of Public Realm that is the subject of its own Reserved Matters Application (excluding the Phase 1 Development).

Pre-commencement conditions - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the Local Planning Authority before any work in connection with implementing this permission in so far as it relates to the Development (excluding the Phase 1 Development) is commenced unless otherwise stated within the condition.

57.	<p>Tree protection measures</p> <p>Prior to the commencement of works in connection with any Development Plot or area of Public Realm, including any demolition, changes to ground levels or tree pruning or removal, a pre-commencement meeting shall be arranged with the Local Planning Authority and following that meeting an Arboricultural Method Statement shall be submitted to the Local Planning Authority for approval in writing detailing the following:</p> <ul style="list-style-type: none"> a) the means by which any retained trees on or directly adjacent to the relevant Development Plot or area of Public Realm are to be protected from damage by demolition works, excavation, vehicles, stored or stacked building supplies, waste or other materials, and building plant, scaffolding or other equipment and details of facilitative pruning specifications and a proposed supervision schedule to be overseen by an accredited arboricultural consultant; and b) cross sections to show surface and other changes to levels, special engineering or construction details and any proposed activity within root protection areas required in order to facilitate demolition, construction and excavation. <p>The existing trees on or adjoining the relevant Development Plot or area of Public Realm which are to be retained shall be protected and managed throughout the period of works in accordance with the recommendations contained in the approved Arboricultural Method Statement, unless otherwise agreed in writing by the Local Planning Authority. In any case, all works must adhere to BS5837: (2012) Trees in relation to demolition, design and construction and BS3998: (2010) Tree work - recommendations.</p> <p>If within the expiration of 5 years from the date of the Occupation of the relevant Development Plot for its permitted use or from the date on which the area of Public Realm opened to the public any tree retained in connection with that Development Plot or Public Realm is removed, uprooted is destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To avoid damage to the existing trees which represent an important visual amenity in the area, in accordance with Saved Policies 3.2 'Protection of amenity', 3.12 'Quality in Design', 3.13 'Urban Design' and Policy 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 11 'Open spaces and wildlife', 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
58.	<p>Contamination – Site investigations</p> <p>Prior to the commencement of any Development Plot or area of Public Realm not within a Development Plot (respectively) (other than any Excluded Works approved pursuant to Condition 10), a Phase II site investigation and risk assessment shall be conducted in accordance with the approved Phase I desk-based assessment detailed in the approved Environmental Statement. The results of the Phase II site investigation shall be submitted to</p> <p>the Local Planning Authority for approval in writing prior to the commencement of any remediation that might be required.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other off-site receptors in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental</p>

	standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).
59.	Contamination – Remediation
	<p>In the event that a Phase II Site Investigation identifies that contamination is present in any Development Plot or area of Public Realm not within a Development Plot, a detailed remediation strategy to bring the relevant part of the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment shall be prepared and submitted to the Local Planning Authority for approval in writing. The strategy shall ensure that the relevant part of the site would not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.</p> <p>The approved remediation scheme (if one is required) shall be carried out in accordance with its terms prior to the commencement of the relevant part of the development (other than any Excluded Works approved pursuant to Condition 10 and those works required to carry out remediation), unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority shall be given two weeks written notification of commencement of the remediation strategy works.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Saved Policy 3.2</p> <p>'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
60.	Contamination – Verification
	<p>Following the completion of the measures identified in any approved remediation strategy for the relevant Development Plot or area of Public Realm, a verification report providing evidence that all work required by the remediation strategy has been completed shall be submitted to and approved in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Saved Policy 3.2</p> <p>'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
61.	Piling and foundation design
	<p>Where piling is proposed in connection with any Development Plot or area of Public Realm, prior to the commencement of that Development Plot or area of Public Realm (other than any Excluded Works approved pursuant to Condition 10), details of the proposed piling method and foundation design for that Development Plot or area of Public Realm shall be submitted to the Local Planning Authority for approval in writing (in consultation with the Environment Agency) to demonstrate that there is no resultant unacceptable risk to groundwater. The relevant Development Plot or area of Public Realm shall be carried out in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>Piling can create pathways for contaminants and this presents a risk to underlying controlled waters unless appropriate methodologies and mitigation are utilised in accordance with Strategic Policy 13 'High Environmental Standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
62.	Basement impact/groundwater flooding

	<p>Prior to the commencement of any works below grade in relation to a Development Plot or an area of Public Realm containing a basement (other than any Excluded Works approved pursuant to Condition 10), a detailed basement impact assessment (BIA)(prepared following guidance in Southwark’s Strategic Flood Risk Assessment 2017 or any replacement thereof) relating to that Development Plot or area of Public Realm shall be submitted to the Local Planning Authority for approval in writing identifying existing groundwater levels, flows and fluctuations and, if appropriate, demonstrating that appropriate mitigation measures are integrated into the basement design to prevent groundwater flooding. The relevant Development Plot or area of Public Realm shall be carried out in accordance with any approval given and any mitigation measures shall be retained and maintained in perpetuity.</p> <p><u>Reason:</u></p> <p>To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with Southwark’s SFRA, Saved Policy 3.9 ‘Water’ of the Southwark Plan (2007), Strategic Policy 13 ‘High environmental standards’ of the Core Strategy (2011), Policy 5.12 ‘Flood Risk Management’ of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
63.	Sustainable drainage
	<p>Prior to the commencement of any Development Plot or area of Public Realm not within a Development Plot (other than any Excluded Works approved pursuant to Condition 10), a detailed surface water drainage strategy relating to the relevant Development Plot or area of Public Realm shall be submitted to the Local Planning Authority for approval in writing (in consultation with Thames Water and the Environmental Agency) setting out the range of sustainable drainage measures to be implemented across this part of the site.</p> <p>Surface water drainage strategies should aim to achieve a reduction in surface water runoff to greenfield rates for storm events up to a 1% annual exceedance probability plus climate change allowance, unless it can be demonstrated that discharge to a local waterbody or other constraints justify a higher runoff rate. The relevant Development Plot or area of Public Realm shall proceed in accordance with any approval granted.</p> <p><u>Reason:</u></p> <p>To minimise the potential for the site to contribute to surface water flooding in accordance Saved Policies 3.1 ‘Environmental effects’ and 3.9 ‘Water’ of the Southwark Plan (2007), Strategic Policy 13 ‘High environmental standards’ of the Core Strategy (2011), Policy 5.12 ‘Flood risk management’ of the London Plan (2016) and guidance in the Sustainable Design and Construction SPD (2009).</p>
64.	Archaeology evaluation
	<p>Before any part of the Development hereby authorised (excluding demolition) in Development Zones B, C, F, G, J, M or N is commenced, the applicant shall secure the implementation of a programme of archaeological and geoarchaeological investigation works in accordance with a written scheme of investigation which shall be submitted to and approved in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order that the applicants supply the necessary archaeological information to ensure suitable mitigation measures and/or foundation design proposals be presented in accordance with Saved Policy 3.19 ‘Archaeology’ of the Southwark Plan (2007), Strategic Policy 12 ‘Design and Conservation’ of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
65.	Archaeology mitigation
	<p>Before any work hereby authorised begins (excluding demolition) in Development Zones B, C, F, G, J, M or N, the applicant shall secure the implementation of a programme of archaeological mitigation works in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Saved Policy 3.19 ‘Archaeology’ of the Southwark Plan (2007), Strategic Policy 12 ‘Design and conservation’ of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

66.	Archaeological watching brief
	<p>Before any part of the Development hereby authorised (excluding demolition) in Zones D, E, H or L is commenced, the applicant shall secure the implementation of a programme of archaeological mitigation works and a watching brief (with the capacity to extend to full excavation if required), in accordance with a written scheme of investigation, which shall be submitted to and approved in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>In order that the details of the programme of works for the archaeological mitigation are suitable with regard to the impacts of the proposed development and the nature and extent of archaeological remains on site in accordance with Saved Policy 3.19 'Archaeology' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
67.	Impact studies of water supply infrastructure
	<p>No development in connection with a Development Plot (excluding the Sub-Station) shall commence (other than any Excluded Works approved pursuant to Condition 10) until impact studies of the existing water supply infrastructure for that Development Plot (or Building) have been submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water).</p> <p>The studies shall determine the magnitude of any new additional capacity required in the Flow Monitoring Zone (as identified in the Utilities and Services Infrastructure Strategy dated May 2018) and where necessary a suitable connection point.</p> <p>The relevant Development Plot shall be carried out in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>To ensure that sufficient water supply capacity is made available to cope with new development and in order to avoid adverse environmental impacts on the community with Saved Policies 3.1 'Environmental Effects' and 3.9 'Water' of the Southwark Plan (2007), Policies 5.14 'Water quality and wastewater infrastructure' and 5.15 'Water use and supplies' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>

Above Grade conditions - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the Local Planning Authority before any work Above Grade is commenced (other than any Excluded Works approved pursuant to Condition 10).

68.	Extract/ventilation from basement car parks
	<p>Prior to the commencement of works Above Grade for any Development Plot containing a basement car park and/or servicing area or an area of Public Realm below which there is a basement car park and/or servicing area, details of a scheme of mechanical ventilation for the basement, including plant inlets, filters and outlets shall be submitted to the Local Planning Authority for approval in writing.</p> <p>The scheme of ventilation shall be installed prior to the first occupation of the relevant Building containing the basement car parking and/or servicing area or the opening to the public of the Public Realm below which there is a basement car park and/or servicing area and retained and maintained for the duration of the consented use.</p> <p><u>Reason:</u></p> <p>To ensure that basement ventilation systems do not adversely impact the amenity of adjoining uses and/or the quality of the public realm by way of noise and/or odour in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High Environmental Standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
69.	Sample materials and mock-ups

	<p>Prior to commencement of works Above Grade (excluding cores) for any Building, sample panels of all external facing materials to be used in the construction of that Building shall be presented on site (or an alternative location agreed with the Local Planning Authority) and a detailed schedule of such materials submitted to the Local Planning Authority for approval in writing.</p> <p>For all Buildings within a Development Plot for which a Reserved Matters Application is submitted, 1m x 1m sample panels of all cladding materials including bond, coursing and jointing finishes and details.</p> <p>For any Buildings rising to a height in excess of 50m AOD, a full-scale mock-up of the principal elements of the facades shall be constructed and presented on-site. A detailed plan of the mock-up should be agreed with the Local Planning Authority prior to the construction of the mock-up.</p> <p>The development shall not be carried out other than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority can be satisfied that the Development will be delivered to a high quality and makes an appropriate contextual response to the site in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and Conservation' of the Core Strategy (2011), Policies 7.4 'Local character' and 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
70.	Detailed section drawings
	<p>Prior to the commencement of works Above Grade (excluding cores) for any Building, typical section drawings at a scale of 1:5/1:10 through the following building elements shall be submitted to the Local Planning Authority for approval in writing:</p> <ul style="list-style-type: none"> • The facades • Shop fronts • Servicing yard entrances • Parapets and Roof edges • Balconies and projecting features • Heads, cills and jambs of all openings <p>The Development shall not be carried out other than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that the consented buildings will be constructed with the necessary level of technical expertise to achieve the high quality architecture presented in the application material in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and Conservation' of the Core Strategy (2011), Policies 7.4 'Local character' and 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
71.	Tops of towers
	<p>No development Above Grade (excluding cores) shall commence for any Building containing a tower element of over 100m until detailed plans, sections and elevations at a scale of 1:20/1:50¹ of the top three storeys of each of the tower elements have been submitted to the Local Planning Authority and approved in writing.</p> <p>The Development shall proceed strictly in accordance with any such approval given. <u>Reason:</u></p> <p>To ensure the detailed design of the tower elements demonstrate the special architectural quality required given the impact of these buildings on the London skyline in accordance with Saved Policies 3.12 'Quality in design' and 3.13 'Urban design' of the Southwark Plan (2007), Strategic Policy SP12 'Design and Conservation' of the Core Strategy (2011), Policy 7.6 'Architecture' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
72.	Shopfront design

	<p>Prior to the carrying out of works above grade for any Development Plot containing Retail Uses (Use Class A1-A5), details of the design code for the proposed frontage of the retail units facing streets and routes (including shopfront design(s), advertisement zones, ventilation grilles, awnings and spill out zones) shall be submitted to the Local Planning Authority for approval in writing. The development shall be implemented in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>To ensure that the quality of the design and details are in accordance with Saved Policies 3.12 'Quality in design' and 3.13 'Urban design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
73.	Security measures
	<p>Before any Above Grade works within a Development Plot hereby authorised begin, details of security measures, including any CCTV, shall be submitted to the Local Planning Authority for approval in writing. Any such security measures shall be implemented/installed prior to the Occupation of the relevant Building to which they relate in accordance with the approved details, which shall seek to achieve the 'Secured by Design' accreditation award from the Metropolitan Police.</p> <p><u>Reason:</u></p> <p>In pursuance of the Local Planning Authority's duty under section 17 of the Crime and Disorder Act 1998 to consider crime and disorder implications in exercising its planning functions and to improve community safety and crime prevention in accordance with Saved Policy 3.14 'Designing out crime' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
74.	Hard and soft landscaping
	<p>Before any Above Grade works hereby authorised begin for each Development Plot, detailed drawings of a hard and soft landscaping scheme for all areas of the relevant Development Plot not covered by Buildings shall be submitted to the Local Planning Authority for approval in writing.</p> <p>Details will include cross sections and plans, detailed planting specifications, surfacing materials of any parking, access or pathways layouts, materials, design of play space and equipment, details of sustainable drainage or other water features and details of the treatment of any edges/boundaries or other means of enclosure. Details shall be provided of the intended maintenance regime for all areas of landscaping.</p> <p>The landscaping shall not be carried out otherwise than in accordance with any such approval given and shall be retained and maintained for the duration of the use.</p> <p>The planting, seeding and/or turfing shall be carried out in the first planting season following completion of building works and any trees or shrubs that are found to be dead, dying, severely damaged or diseased within five years of the completion of the building works OR five years of the carrying out of the landscaping scheme (whichever is later), shall be replaced in the next planting season by specimens of the same size and species in the first suitable planting season. Planting shall comply to BS: 4428 Code of practice for general landscaping operations, BS: 5837 (2012) Trees in relation to demolition, design and construction and BS 7370-4:1993 Grounds maintenance Recommendations for maintenance of soft landscape (other than amenity turf).</p> <p><u>Reason:</u></p> <p>So that the Local Planning Authority may be satisfied with the details of the landscaping scheme in accordance with Saved Policies 3.2 'Protection of amenity', 3.12 'Quality in Design', 3.13 'Urban Design' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 11 'Open spaces and wildlife', 12 'Design and conservation' and 13 'High Environmental Standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
75.	Green roofs and walls

	<p>Before any works Above Grade in relation to a Building (excluding the Sub-Station) are carried out, detailed specifications for any green/brown/biodiverse roofs and/or walls to be installed for that Building shall be submitted to the Local Planning Authority for approval in writing. The submitted details shall demonstrate:</p> <ul style="list-style-type: none"> • The depth of substrate (to be between 100 and 200mm for biodiverse roofs) • An appropriate planting mix that prioritises native species; • No more than 25% sedum coverage for any green roof; • An appropriate irrigation system for any green walls; • That an appropriate management and maintenance regime is in place <p>Green roofs shall be planted in the first planting season following practical completion of building works. Green roofs will not be used as recreational spaces and access will be limited to essential maintenance or escape in the case of emergency.</p> <p><u>Reason:</u></p> <p>To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with Saved Policy 3.28 of the Southwark Plan (2007), Strategic Policy 11 'Open Space and Nature Conservation' of the Core strategy (2011) and Policies 5.10 'Urban Greening' and 5.11 'Green roofs and development site environs' of the London Plan 2016 and the National Planning Policy Framework (2019).</p>
76.	Biodiversity, habitat and ecology
	<p>Prior to the commencement of works Above Grade (excluding cores) for any Development Plot (excluding the Sub-Station) or area of Public Realm not within a Development Plot, an Environmental Action Plan shall be submitted to the Local Planning Authority for approval in writing setting out the measures that will be implemented/integrated within the relevant Development Plot or area of Public Realm to maximise its habitat value. Details shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Provision of bat bricks/boxes; • Provision of bird boxes; • Provision of bespoke insect habitat; • Appropriate native planting; • Rain gardens and/or other sustainable drainage features offering biodiversity value; • Establishing appropriate links to, or otherwise enhancing, valuable habitats in the vicinity of the Development Plot or area of Public Realm, particularly within any designated Sites of Importance for Nature Conservation (SINC); • Other specific responses that relate to the submitted Preliminary Environmental Risk Assessment and/or other Ecological findings set out in the relevant chapter of the Environmental Statement; • These measures shall seek to maximise the biodiversity of the Development, having regard to the Urban Greening Factor described in the London Plan. Any such measures shall be installed/implemented, retained and maintained thereafter. <p><u>Reason:</u></p> <p>To ensure the development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with Saved Policy 3.28 of the Southwark Plan (2007), Strategic Policy 11 'Open Space and Nature Conservation' of the Core strategy (2011) and Policies 5.10 'Urban Greening' and 5.11 'Green roofs and development site environs' of the London Plan (2016) and the National Planning Policy Framework (2019)</p>
77.	Wind mitigation measures

	<p>Prior to the commencement of Above Grade works (excluding cores) in relation to a Development Plot (excluding the Sub-Station and any Building to be located in Development Zone P), full details of wind mitigation measures designed to ensure a comfortable environment for standing at building entrances, street level, in the new ground level public realm and for a combination of standing and sitting in any roof gardens shall be submitted to the Local Planning Authority for approval in writing. Individual mitigation measures shall be implemented at the earliest opportunity in the construction programme and no later than first Occupation of the Building to which they relate.</p> <p><u>Reason:</u></p> <p>To ensure that the development does not lead to adverse wind and microclimate impacts that would detract from the quality of the development or the amenity of the local area in accordance with Saved Policies 3.12 'Quality in design' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011), Policy 7.6 'Architecture' of the London Plan (2016) and guidance in the Local Planning Authority's 2015 Technical Update to the Residential Design Standards SPD (2011).</p>
78.	Erection of cranes
	<p>No cranes or scaffolding that have a maximum operating height of more than 60m above ground level shall be erected unless and until construction methodology and diagrams clearly presenting the location, maximum operating height, radius and start/finish dates for the use of such cranes during the construction of the relevant part of the Development has been submitted to and approved by the Local Planning Authority (in consultation with London City Airport) The relevant part of the Development shall be carried out in accordance with the approved details.</p> <p><u>Reason:</u></p> <p>In the interests of aircraft safety.</p>
79.	Radar mitigation strategy
	<p>No works Above Grade on any Building exceeding 45m AOD shall be undertaken until a Radar Mitigation Scheme (RMS) has been approved in writing with the Local Planning Authority (in consultation with NATS). The approved RMS shall be implemented in full and no later than the construction progressing above 80m AOD.</p> <p><u>Reason:</u></p> <p>In the interests of aircraft safety and the operations of NATS (En-route) PLC.</p>
80.	Tower obstruction lighting scheme
	<p>Prior to commencement of works Above Grade for any Building above 45m AOD, a scheme of obstruction lighting shall be submitted to the Local Planning Authority (in consultation with London City Airport). The relevant Building shall be carried out in accordance with any approval given and the lighting retained and maintained in perpetuity unless otherwise agreed in writing by the Local Planning Authority.</p> <p><u>Reason:</u></p> <p>To ensure that tall building are appropriately illuminated to aid visibility for aircraft without contributing to glare in accordance with guidance issued by the Civil Aviation Authority, Policy 7.7 'Location and design of tall and large buildings' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
81.	Mechanical ventilation for residential development in Zones C, E and G

	<p>Prior to the commencement of works Above Grade for any Building containing residential dwellings in Development Zones C, E and/or G, details of a scheme of mechanical ventilation for those residential units, including plant inlets, filters and outlets shall be submitted to the Local Planning Authority for approval in writing. The scheme of ventilation shall be installed in accordance with the approved details prior to the first Occupation of the relevant Building and retained and maintained for the duration of the residential use.</p> <p><u>Reason:</u></p> <p>To ensure future residential occupiers of these Buildings do not suffer adverse impacts on a reasonable standard of residential amenity due to the prevailing noise and/or air quality environment in accordance with Saved Policies 3.2 'Protection of amenity' and 4.2 'Quality of accommodation' of the Southwark Plan (2007) and Strategic Policies 12 'Design and Conservation' and 13 'High environmental standards' of the Core Strategy (2011).</p>
82.	Protection of Zone B from vibration and re-radiated noise
	<p>Following piling but prior to commencement of works Above Grade for any Building containing residential units in Development Zone B, further assessment of vibration and re-radiated noise shall be conducted which shall include measurement of vibration on in-situ piles.</p> <p>A report shall be submitted to the Local Planning Authority alongside a scheme of mitigation as necessary to ensure that residential occupants of the relevant Building shall not be exposed to vibration in excess of 0.13 m/s VDV during the night-time period of 23.00 – 07.00hrs or re-radiated noise in excess of 35dB LASmax.</p> <p><u>Reason:</u></p> <p>To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise in accordance with Saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

Pre-Occupation conditions - the details required to be submitted for approval by the condition(s) listed below must be submitted to and approved by the Local Planning Authority before the Building(s) hereby permitted are occupied or the use hereby permitted is commenced.

83.	BREEAM
	<p>a) Prior to commencement of fit out works of any Building with a non-residential element in excess of 500sqm, an independently verified BREEAM report (detailing performance in each category, overall score, BREEAM rating and a BREEAM certificate of building performance) in relation to the relevant Building demonstrating that all reasonable steps have been undertaken to achieve a minimum accreditation of BREEAM "Excellent" rating for any workspace (use class B1) or retail (use classes A1-A5) elements of the Building or BREEAM "Very Good" for any elements of the Building in community use (use class D1) shall be submitted to the Local Planning Authority for approval in writing and the relevant Building shall be carried in accordance with the approved details;</p> <p>b) Before the first Occupation of the relevant Building, a certified Post Construction Review (or other verification process agreed with the Local Planning Authority) shall be submitted to and approved in writing by the Local Planning Authority, confirming that the agreed standards at (a) have been met.</p> <p><u>Reason:</u></p> <p>To ensure the proposal is completed to the highest possible standards of environmental sustainability in accordance with Saved Policies 3.3 'Sustainability' and 3.4 'Energy Efficiency' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011), Policy 5.3 'Sustainable design and construction' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
84.	Noise from plant

	<p>Unless otherwise agreed in writing by the Local Planning Authority, the Rated sound level from any plant, together with any associated ducting, to be provided in connection with any Building shall not exceed the Background sound level (LA90 15min) at the nearest noise sensitive premises and the Specific plant sound level shall be 10dB(A) or more below the background sound level in this location.</p> <p>For the purposes of this condition the Background, Rating and Specific Sound levels shall be calculated fully in accordance with the methodology of BS4142:2014. In areas of low existing background sound levels variations to this standard may be agreed in writing.</p> <p>Following completion of the relevant Building but prior to the plant being operational, a validation test shall be carried out and the results submitted to the Local Planning Authority for approval in writing to demonstrate compliance with the standard. The plant and equipment shall be permanently maintained thereafter.</p> <p><u>Reason:</u></p> <p>To ensure that occupiers of neighbouring premises do not suffer a loss of amenity by reason of noise nuisance or the local environment from noise creep due to plant and machinery in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
85.	Cycle parking – Long stay and short stay
	<p>Prior to first Occupation of any Building (excluding the Sub-Station), detailed 1:50 drawings of the secure, convenient and weatherproof long and short stay cycle parking to be provided in connection with that Building shall be submitted to and approved in writing by the Local Planning Authority.</p> <p>Details shall demonstrate that the opportunity to maximise the provision of accessible stands, such as Sheffield stands, has been pursued and that other storage systems have been selected having considered their ease of use for users of varying abilities. All cycle storage areas shall make provision for areas that allow for the convenient maintenance of cycles and all long-stay cycle storage servicing workspace (Use Class B1) shall include provision for changing facilities and showers.</p> <p>For the avoidance of doubt, all staircases serving basement cycle stores will be sized and configured to facilitate the convenient manoeuvring of cycles, including gullies being fitted in all cases.</p> <p>Thereafter the cycle parking facilities provided shall be retained and the space used for no other purpose and the development shall not be carried out otherwise in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order to ensure that satisfactory safe and secure cycle parking and changing facilities are provided and can be easily accessed by users in order to encourage the use of cycling as an alternative means of transport to the development and to reduce reliance on the use of the private car in accordance with Saved Policy 5.3 'Walking and Cycling' of the Southwark Plan (2007), Strategic Policy 2 'Sustainable Transport' of the Core Strategy (2011), Policy 6.9 'Cycling' of the London Plan (2016) and the National Planning Policy Framework (2019).</p>
86.	Communal satellite system
	<p>No Building shall be Occupied until details of any communal satellite (or other equivalent) system to be placed on the top of the Building has been submitted to and approved in writing by the Local Planning Authority and the Development shall not be carried out otherwise than in accordance with any such approval given.</p> <p><u>Reason</u></p> <p>To restrict the installation of multiple satellite dishes to the elevations of the buildings to ensure that the elevations and roof profile remain free from unsightly satellite dishes and associated telecommunications infrastructure in accordance with Saved Policy 3.12 'Quality in design' of the Southwark Plan (2007), Strategic Policy 12 'Design and conservation' of the Core Strategy (2011) and Policy 7.6 'Architecture' of the London Plan (2016).</p>
87.	Waste management

	<p>Before the first Occupation of each Building, details of the arrangements for the storage, compaction and collection of refuse and recycling in that Building shall be submitted to the Local Planning Authority for approval in writing and the facilities approved shall be provided and made available for use by the occupiers of the respective residential and/or commercial premises in the relevant Building and the facilities shall thereafter be retained and shall not be used or the space used for any other purpose.</p> <p><u>Reason:</u></p> <p>To ensure that all forms of refuse will be appropriately stored within the site and located to facilitate convenient collection thereby protecting the amenity of the site and the area in general from litter, odour and potential vermin/pest nuisance in accordance with The National Planning Policy Framework 2019, Strategic Policy 13 'High Environmental Standards' of the Core Strategy 2011 and Saved Policies 3.2 'Protection of Amenity' and 3.7 'Waste Reduction' of The Southwark Plan 2007</p>
88.	Kitchen extract systems
	<p>Prior to the Occupation of any Use Class A3 ('restaurants and cafes') or Use Class A5 ("Hot food takeaways") premises, details of kitchen extract systems including the routing of any ducting in those premises shall be provided and shall demonstrate that high level discharge is achieved and away from any intake locations. Details of odour and grease filtration systems required to supplement high level discharges shall be provided to reduce odour to acceptable levels.</p> <p><u>Reason:</u></p> <p>In order to ensure that that the ventilation ducting and ancillary equipment will not result in an odour, fume or noise nuisance to nearby sensitive receptors or at street level and will not detract from the appearance of the building in the interests of amenity in accordance with Saved Policy 3.2 'Protection of amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
89.	External/artificial lighting – Public Realm
	<p>Prior to Occupation of any Building within a Development Plot or opening to the public of any areas of Public Realm not within a Development Plot , details of any external lighting (including design, specification, power) to be installed in any public realm adjoining that Building shall be submitted to the Local Planning Authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that external lighting is appropriate designed and located to balance the safe illumination of the public realm with the amenity of existing/future residential occupiers and important ecological receptors, including pathways for migrating bats, in accordance with Saved Policies 3.2 'Protection of amenity', 3.14 'Designing out crime' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies 10 'Open Spaces and wildlife, 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
90.	External/artificial lighting – Buildings
	<p>Prior to Occupation of any Building, details of any external lighting (including design, specification, power) to be affixed to the Building(s) shall be submitted to the Local Planning Authority for approval in writing. Submitted details shall include lighting contours to demonstrate lighting intensity levels at any nearby sensitive residential or ecological receptors, having regard to guidance published by the Institute of Lighting Professionals (ILE), where relevant.</p> <p><u>Reason:</u></p> <p>In order that the Local Planning Authority may be satisfied that external lighting is appropriate designed and located to balance the safe illumination of the public realm with the amenity of existing/future residential occupiers and important ecological receptors, including pathways for migrating bats, in accordance with Saved Policies 3.2 'Protection of amenity', 3.14 'Designing out crime' and 3.28 'Biodiversity' of the Southwark Plan (2007), Strategic Policies SP10 'Open Spaces and wildlife, 12 'Design and conservation' and 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>

Other condition(s) - the following condition(s) are to be complied with and discharged in accordance with the individual requirements specified in the condition(s).

91.	Contamination – Unexpected contaminants
	<p>In the event that any contamination that was not previously identified is found at any time when carrying out the Development, it shall be reported in writing immediately to the Local Planning Authority, and a scheme of investigation and risk assessment, a remediation strategy and verification report (if required) shall be submitted to the Local Planning Authority for approval in writing.</p> <p><u>Reason:</u></p> <p>To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems, and to ensure that the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with saved policy 3.2 'Protection of amenity' of the Southwark Plan (2007), strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
92.	Archaeological reporting
	<p>Within six months of the completion of archaeological site works in relation to any Development Plot or area of Public Realm, an assessment report detailing the proposals for post-excavation works, publication of the site and preparation and deposition of the archive shall be submitted to and approved in writing by the Local Planning Authority and the post-excavation works, publication of the site and preparation and deposition of the archive detailed in the approved assessment report shall not be carried out otherwise than in accordance with any such approval given.</p> <p><u>Reason:</u></p> <p>In order that the archaeological interests of the site are secured with regard to the details of the post-excavation works, publication and archiving to ensure the preservation of archaeological remains by record in accordance with Strategic Policy 12 - Design and Conservation of The Core Strategy 2011, Saved Policy 3.19 Archaeology of the Southwark Plan 2007 and the National Planning Policy Framework 2019.</p>
93.	Precautionary bat survey
	<p>If more than 12 months pass between the most recent bat survey for the site and the commencement of works of demolition of a building, an updated bat survey must be undertaken for that Building prior to demolition by a licensed bat worker. Evidence that the survey has been undertaken shall be submitted to the Local Planning Authority for approval in writing prior to the commencement of demolition.</p> <p><u>Reason:</u></p> <p>In order to ensure that protected bat habitats are not subject to unnecessary harm as a result of the proposed development in accordance with Saved Policy 3.28 'Biodiversity' of the Southwark Plan (2007).</p>

Compliance condition(s) - the following condition(s) impose restrictions and/or other requirements that must be complied with at all times once the permission has been implemented.

94.	Use of communal amenity spaces and facilities
	<p>All residents within an individual Building shall be permitted equal access to any communal amenity spaces proposed to serve residents of that Building.</p> <p><u>Reason:</u></p> <p>To ensure all residents have adequate and equitable access to high quality communal amenity space and other resident facilities in accordance with Saved policy 4.2 'Quality of Accommodation' of the Southwark Plan (2007) and the 2015 Technical Update to the Residential Design Standards SPD 2011.</p>
95.	Wheelchair accessible parking spaces

	<p>No more than 10% of the residential units within any Building shall be provided with a car parking space and all car parking spaces provided in connection with the residential units shall provide car parking for disabled users only.</p> <p>Any car parking which is approved to be provided in connection with residential units within a Building shall be provided prior to the first Occupation of any residential unit within the relevant Building and thereafter such car parking shall be retained for the purposes of car parking for disabled users only for as long as the residential units in the relevant Building are Occupied.</p> <p>Not less than 6% of the parking bays within the public town centre car parks shall be designated for the exclusive use of disabled users.</p> <p><u>Reason</u></p> <p>To ensure that the parking spaces for disabled people are provided and retained in accordance Saved Policy 5.7 'Parking standards for disabled people and the mobility impaired' of the Southwark Plan (2007), Strategic Policy 2 'Sustainable transport' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
96.	Protection from vibration
	<p>All Buildings must be designed to ensure that habitable rooms in the residential element of the development are not exposed to vibration dose values in excess of 0.13 m/s during the night-time period of 23.00 – 07.00hrs or re-radiated noise in excess of 35dB LASmax.</p> <p><u>Reason:</u></p> <p>To ensure that the occupiers and users of the proposed development do not suffer a loss of amenity by reason of excess vibration from transportation sources in accordance with Saved Policy 3.2 'Protection of Amenity' of the Southwark Plan (2007), Strategic Policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
97.	Emergency plant noise test limits
	<p>Routine testing of emergency plant shall only take place during the hours of 09.00 to 17.00 Monday to Friday and not on any public holiday. The combined noise level from emergency plant shall not exceed 60dB(A) at any sensitive façade.</p> <p><u>Reason:</u></p> <p>To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise in accordance with Saved policies 3.2 'Protection of amenity' and 4.2 'Quality of residential accommodation' of the Southwark Plan (2007), Strategic policy 13 'High environmental standards' of the Core Strategy (2011) and the National Planning Policy Framework (2019).</p>
98.	Potable water
	<p>All residential units shall be designed and constructed to achieve a potable water use target of 105L per person per day</p> <p><u>Reason:</u></p> <p>To conserve water in accordance with Saved Policy 3.9 'Water' of the Southwark Plan (2007), Strategic Policy 13 'High Environmental Standards' of the Core Strategy (2011), Policy 5.15 'Water use and supplies' of the London Plan (2016) and the Local Planning Authority's Sustainable Design and Construction SPD (2009).</p>

INFORMATIVES

1.	<p>Previously Approved Reserved Matters Applications</p>
	<p>The following Reserved Matters applications approved under the Hybrid Planning Permission 18/AP/1604 have been implemented (and may be treated as approved for the purposes of condition 2 of this planning permission):</p> <ul style="list-style-type: none"> • 20/AP/2495 (as amended by 21/AP/3841, 22/AP/3093, 22/AP/4304): Zone L Substation • 21/AP/3794 (as amended by 22/AP/1671, 23/AP/1511 and 23/AP/3361): Canada Water Dock <p>The following Reserved Matters applications approved under the Hybrid Planning Permission 18/AP/1604 remain implementable (and may be treated as approved for the purposes of condition 2 of this planning permission):</p> <ul style="list-style-type: none"> • 21/AP/3338: Zone H • 21/AP/3469: Printworks Street • 21/AP/3775: Zone L • 21/AP/3793: Reel Street • 21/AP/4712: Zone F • 21/AP/4616: New Brunswick Street • 22/AP/2439: Zone G • 22/AP/2580: Park Walk and Park Walk Place • 23/AP/0233: Park and Pavilion • 24/AP/0350: Zone H
2.	<p>Previously Approved Planning Conditions</p>
	<p>Any condition relating to the Development (excluding Phase 1) which has previously been submitted and approved (including those approved in part) under the Hybrid Planning Permission 18/AP/1604 shall be treated as approved under this permission.</p>

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor for Planning, Regeneration and the Fire Service 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/2025/1006/S3.

The Deputy Mayor for Planning, Regeneration and the Fire Service 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 39 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.

A handwritten signature in black ink that reads "John Finlayson" with a long horizontal line extending to the right.

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.

Annex 1
Canada Water Masterplan – Reserved Matters Compliance Statement Checklist

The following documents are expected to be submitted as part of each Reserved Matters Application (RMA), save for where that application is for Public Realm, non-residential development, or Zone P:

1. Planning Application Form and requisite application fee (all RMAs);
2. Planning Statement and/or Covering Letter (all RMAs);
3. Community Infrastructure Levy (CIL) Additional Information Requirement Form (all RMAs);
4. Proposed Plans, Sections and Elevations (Elevations may not be required for Public Realm RMAs);
5. Area and Accommodation Schedules (not required for Public Realm RMAs);
6. Design and Access Statement, including landscaping details;
7. Energy Statement (not required for Public Realm RMAs);
8. Sustainability Statement (not required for Public Realm RMAs);
9. Travel Plan (not required for Public Realm RMAs);
10. Delivery, Servicing and Refuse Management Plan (not required for Public Realm RMAs);
11. Environmental Statement – Statement of Conformity;
12. Wind Assessment;
13. Internal Daylight and Sunlight Assessment (required where the RMA includes residential);
14. Statement of Community Involvement including appropriate information to demonstrate compliance with the submitted Development Charter; and
15. Planning Compliance Report.

Any other relevant documents/information where necessary to ensure compliance with the obligations set out in the Section 106 Agreement.

In respect of Development Zone M, a detailed Daylight and Sunlight Assessment will be submitted in addition to the above documents.

The Planning Compliance Report will comprise the following:

1. Summary of the proposals to include:
 - Proposed land uses and corresponding floorspace;
 - Quantum, tenure mix, unit mix and location of proposed housing (where relevant);
 - Maximum building height (AOD and storeys);
 - Number of car parking spaces;
 - Number of cycle parking spaces;
 - Play space provision (where relevant);
 - Public realm/open space provision;
 - Required highways works; and
 - Indicative tree details, to include number, size and species.
2. Reconciliation commentary to include how the RMA (and previous RMAs) respond to the minimum commitments within the planning permission:
 - Minimum housing, workspace and retail and leisure delivery;
 - Affordable housing delivery (quantum and tenure);
 - Affordable Workspace delivery;
 - Affordable Retail delivery;
 - Unit mix;
 - Floorspace caps by Land Use, Zone and Total Cap.

3. An up-to-date copy of the Planning Compliance Monitoring Statement:

Planning Compliance Monitoring Statement:		Practical Completion	Date Last Revised:	Plot A		Plot K	Etc	Cumulative totals
				Plot A1	Plot A2	Plot K1		
General	Status of plot				Practical Completion	Practical Completion		
	Date of Practical Completion							
	Planning references built out to							
	As built' plans confirmed (Y or N)							
	Land uses built							
	Relevant Land Use Floorspace Cap(s) (sqm GEA)							
Remaining cap(s) of landuse to masterplan (sqm GEA)								
Residential Delivery	Quantum main residential floorspace (sqm) (including subclass)	GEA						0
		GIA						0
		NIA						0
	Quantum secondary residential floorspace (sqm) (including subclass) (where relevant)	GEA						0
		GIA						0
		NIA						0
	No. Units							0
	Affordable Housing Delivery - Quantum							0
	Affordable Housing Delivery - Tenure							0
	Unit size mix							0
% of affordable units to Block							0	
% of affordable units to masterplan							0	
Residential Occupation	No. Units Occupied							0
	No. wheelchair units occupied							0
Commercial Delivery	Quantum Commercial floorspace (including sub-class) (sqm)	GEA						0
		GIA						0
		NIA						0
	Affordable Workspace Delivery?							0
Commercial Occupation	Commercial Floorspace Occupied (sqm)							0
Retail Delivery	Quantum Retail floorspace (Ino. subclass) (sqm)	GEA						0
		GIA						0
		NIA						0
	Affordable Retail Delivery? Ino. floor area and location							0
Retail Occupation	Retail floorspace Occupied (sqm GEA)							0
Leisure Delivery	Quantum Leisure Floorspace (sqm)	GEA						0
		GIA						0
		NIA						0
Occupation	Leisure Floorspace Occupied (sqm GEA)							0
Other floorspace 1	Quantum Other Use Floorspace (sqm)	GEA						0
		GIA						0
		NIA						0
Other Occupation 1	Other Floorspace Occupied (sqm GEA)							0
Other floorspace 2	Quantum Other Use Floorspace (sqm)	GEA						0
		GIA						0
		NIA						0
Other Occupation 2	Other Floorspace Occupied (sqm GEA)							0
Other Monitoring	Maximum building height (AOD and storeys):							
	No. of car parking spaces							0
	DDA spaces							0
	No. cycle parking spaces							0
	Play space provision (where relevant)							0
	Public realm/open space provision (sqm)	Public Space						0
		Private Space (shared communal spaces)						0
	Indicative tree details, to include number							
	Ecological improvements							
	Headline benefits secured in this Block							

Annex 2
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.

ANNEX 1

**REPLACEMENT ANNEX 8 (STRATEGIC HEALTH FACILITY AGREEMENT FOR LEASE AND
LEASE HEADS OF TERMS)**

Annex 8 Strategic Health Facility Agreement for Lease and Lease Heads of Terms

Background	
Background	These heads of terms are provided as an indication of the terms that the Council (or its nominee) and the Developer will require in respect of the Strategic Health Facility Agreement for Lease and the Strategic Health Facility Lease (the "Agreement for Lease" and the "Lease" in these heads of terms). The Agreement for Lease and Lease will, except where otherwise stated in this heads of terms, be on institutionally acceptable market standard terms and will reflect the nature and circumstances of the Premises, the Plot on which the Premises are located and the broader Canada Water Estate.
Agreement for Lease	
Tenant	The Council or its nominee. Where the Tenant is the Council's nominee a guarantee which is reasonably satisfactory to the Developer will be required.
Landlord	The parties acknowledge that the Developer may grant leases out of its interest in the Site. Where leasehold interests have been granted in respect of the relevant part of the Site on which the Premises will be located, then the Developer will procure that the relevant leasehold owner enters into the Agreement for Lease as Landlord.
Works Specification /	<p>The Strategic Health Facility and the self-contained Market Housing Units within the Premises (a "Residential Unit") to be developed on the Premises are to be constructed pursuant to the Planning Permission or any variation to the Planning Permission unless otherwise agreed with the Developer (in their absolute discretion).</p> <p>The Tenant is to provide the Landlord with full plans and specifications for its proposed works to construct the Strategic Health Facility and the Residential Units on the Premises for the Developer/Landlord's approval (such approval not to be unreasonably withheld or delayed). The Tenant shall not commence works until the Developer/Landlord's approval has been obtained for such plans and specifications and, if the Tenant proposes to make any changes to the approved</p>

	<p>plans and specifications, then the Developer/Landlord's approval shall be required to such changes (such approval not to be unreasonably withheld or delayed).</p> <p>The Tenant shall be responsible for ensuring that all requisite consents have been obtained prior to commencement of the works. The Tenant shall not be entitled to commence works until the Lease has been granted.</p> <p>The Tenant shall be obliged to commence, carry out and complete the works at its own expense and in accordance with usual obligations, including obligations to carry out the works (i) in accordance with the approved drawings and specifications (ii) using reputable contractors (iii) in a good and workmanlike manner, using good quality materials and without using any prohibited materials (iv) in compliance with all requisite consents and all enactments. The Tenant shall be obliged to use reasonable endeavours carry out the works in accordance with an agreed programme.</p> <p>The Tenant shall keep the works insured through the construction period to their full reinstatement value and shall put in place all other insurances as shall be reasonably required. The Developer/Landlord shall be afforded the opportunity to attend inspections of the works and inspections for practical completion. The Tenant will procure that the Developer/Landlord is given a copy of the practical completion statement as soon as reasonably practicable after its issue.</p> <p>In carrying out its works, the Tenant will be required to liaise and co-operate with the Developer/Landlord to facilitate execution of all other works proximate to the Premises.</p> <p>If all of the Tenant's works are not completed by the date which is five years from the date of the Agreement for Lease and Lease (or such extended period for good reason(s) where agreed between the Landlord and the Tenant (both acting reasonably)), the Landlord will have an option to terminate the Agreement for Lease and the Lease (and the Tenant must surrender the same). In such circumstances, the Landlord will refund to the Tenant an amount equal to the Premium paid by the Tenant to the Landlord minus any and all costs to be incurred by the Landlord in order to finish the works (which costs may be based on a reasonable estimate by Landlord).</p>
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Lease grant	<p>The Lease will be entered into within 10 Working Days of the date on which each of the following are satisfied:</p> <ul style="list-style-type: none"> (a) the Tenant enters into a binding construction contract to deliver the Strategic Health Facility; and (b) the Tenant providing confirmation that the funds to deliver the Strategic Health Facility pursuant to that building contract have been secured and irrevocably committed for that purpose by the Tenant; (c) the Tenant providing evidence of the same to the Landlord's reasonable satisfaction.
Lease	
Premises and rights	<p>The premises known as Plot M at Canada Water in the London Borough of Southwark [and shown for identification purposes edged red on the plan attached to these heads] and including the buildings and structures now or at any time constructed on them (and all additions, alterations and improvements to them).</p> <p>The Premises shall be limited in height to a level set just above the level of the Strategic Health Facility and the Residential Units to be constructed on the Premises in accordance with the Planning Permission.</p> <p>The Tenant will be granted a right to use the estate roads and accessways. Usual rights will be reserved to the Landlord (including the ability to freely develop other parts of the Canada Water estate).</p>
Term	A period of 200 years from the term commencement date.
Permitted Use	<p>The Permitted Use for the Premises will be use of the Premises for:</p> <ul style="list-style-type: none"> (a) the provision of primary healthcare services to serve the Development and the wider area (provided always that the Premises must not be used for a pharmacy or drop-in centre related to drug or alcohol abuse); and

	<p>(b) the provision of Residential Units within Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987.</p> <p>The Tenant must only use the Premises for the Permitted Use and not for any other purpose unless otherwise approved by the landlord (such approval not to be unreasonably withheld). The Lease will contain usual provisions regarding use, including that the Tenant must not use the Premises in any way which causes a nuisance or for any noisy/illegal/immoral use or for any threatening, intimidating or anti-social behaviour. The Tenant must not use the Premises for the provision of holiday lets residential accommodation.</p> <p>For a period of 25 years from the commencement date any development on the Premises is to be constructed pursuant to the Planning Permission or any variation to the Planning Permission unless otherwise agreed with the Developer (in their absolute discretion).</p>
Premium and Rent	<p>The Tenant must pay a premium for the grant of the Lease, such premium to be calculated in accordance with the provisions of the s 106 agreement and to be payable to the Landlord on the grant of the Lease.</p> <p>The rent payable under the Lease will be a peppercorn per annum (if demanded).</p>
Rent Review	Not applicable.
Rent free period	The rent shall be payable on and from the term commencement date.
Service Charge	The Tenant will pay a fair and reasonable proportion of service charge costs relating to services in relation to the Canada Water estate. Service charge costs will be payable quarterly in advance on the usual quarter days.
Outgoings and Utilities	The Tenant will be responsible for paying all outgoing, rates and taxes in respect of the Premises and all utilities consumed in respect of the Premises.
Break clause / lift and shift	The Lease will not contain any break right for the Landlord or the Tenant. The Lease will not contain any lift and shift provision.

Renewal rights	The Lease shall not include any contractual renewal rights.
Repair	<p>The Tenant must well and substantially repair the Premises (including any landscaping, gardens, courtyards or other external space within the Premises) and maintain and keep them in good and substantial repair and condition. This obligation will include, if the Premises are damaged or destroyed, an obligation on the Tenant to rebuild or reinstate them (as closely as possible to the Premises as existed immediately prior to their damage or destruction).</p> <p>The Tenant will be obliged to keep the Premises in good decorative order and will clean, treat and redecorate the Premises as often as is reasonably necessary and in a good and workmanlike manner and (without limiting the foregoing) will (i) clean all external glazing at the Premises at least four times in each year and (ii) redecorate and treat the exterior of the Premises with appropriate materials and in a good and workmanlike manner in colours/with materials approved by the Landlord (acting reasonably) at least once in every seven years of the term.</p> <p>The Tenant will not store/deposit refuse on the Premises (other than in designated receptacles) and will remove refuse from the Premises as often as reasonably necessary.</p>
Alterations	<p>The Tenant must not carry out any (i) structural alterations to the Premises (ii) work to the exterior of the Premises or any common parts or the estate (iii) work to any service media which does not exclusively serve the Premises (iv) work which may adversely affect energy or water efficiency (v) work to subdivide a Residential Unit or to create additional bedrooms in the Residential Unit.</p> <p>The Tenant must not install any plant/conduits intended to connect into service media which does not exclusively serve the Premises without the Landlord's consent (not to be unreasonably withheld or delayed).</p>
Alienation	<p>The Tenant will not transfer, underlet, mortgage, hold on trust, share possession of the Premises or otherwise deal with the whole or any part of the Premises, save as set out below.</p> <p>The Tenant may transfer the whole of the Premises subject to:</p>

	<p>(a) all rents being discharged prior to the transfer;</p> <p>(b) the proposed transfer will comply with all requirements of the Section 106 Agreement to the extent relevant to the Premises; and</p> <p>(c) the Landlord's consent (not to be unreasonably withheld or delayed) being obtained to the transfer.</p> <p>The Tenant may underlet the whole of (i) that part of the Premises which comprises the health facility (to be shown on a plan to be attached to the Lease) and (ii) that part of the Premises which comprises the Residential Units (to be shown on a plan to be attached to the Lease) (each a "Permitted Part") subject to:</p> <p>(a) certain conditions, including (i) the underlessee gives a covenant directly to the Landlord to comply with the Lease in so far as it relates to the Permitted Part (ii) the form of underlease is approved by the Landlord (not to be unreasonably withheld or delayed) and (iii) the proposed underlease will comply with all requirements of the Section 106 Agreement to the extent relevant to the Premises; and</p> <p>(b) the Landlord's consent (not to be unreasonably withheld or delayed) being obtained to the underletting.</p> <p>The Tenant may underlet the whole (but not any part only) of any Residential Unit :</p> <p>(a) (subject always to the user provisions) to an individual household for residential purposes; and</p> <p>(b) by a form of underlease which (i) requires the underlessee to comply with specified rules to be attached to the Lease (which shall be consistent with rules applicable to other residential leases on the Site) (ii) will impose restrictions and covenants on the underlessee relating to the condition of the Residential Unit which are no less onerous than those contained in the Lease (iii) will prevent further underletting or sharing of occupation of whole or part (save where permitted by law) and (iv) obliges the</p>
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	<p>underlessee not to do or omit to do anything which would or might put the Tenant in breach of the Lease.</p> <p>The Tenant shall use reasonable endeavours to enforce compliance by any underlessee of a Permitted Part or any Residential Unit with the provisions of the relevant underlease (and will not waive any breach).</p>
Intellectual Property	The Landlord shall grant such rights as are necessary of intellectual property to enable the Council or the Council's nominee to develop the premises in accordance with the Planning Permission.
Insurance	<p>The Tenant will insure the Premises against usual insured risks for the Premises' full reinstatement cost. The Tenant must procure that (unless and to the extent unavailable in the London insurance market at reasonable commercial rates and on reasonable commercial terms) the Landlord's interest (and any superior landlord's interest) is noted on such insurance (either specifically or generally) and use reasonable endeavours to procure that the insurers waive their rights of subrogation against the Landlord (and any superior landlord)/the insurance policy contains a non-invalidating provision in favour of the Landlord (and any superior landlord) in respect of any act, default or omission by the Tenant.</p> <p>The Tenant must supply the Landlord with reasonable evidence from time to time that such insurance is subsisting.</p>
Indemnity	The Tenant will provide a standard tenant's indemnity in favour of the Landlord (which indemnity will extend to the works carried out by the Tenant under the Agreement for Lease).
Forfeiture	The Lease will contain usual forfeiture provisions (which will extend to breaches in respect of the Agreement for Lease).
SDLT	The Tenant will be responsible for paying any SDLT payable in respect of the grant of the Lease in the usual way.

ANNEX 2

REPLACEMENT ANNEX 15 (HOUSING MIX)

Annex 15 – Housing Mix

Affordable Housing Units:

A minimum of 60% of Affordable Housing Units shall have two or more bedrooms.

A minimum of 20% of Affordable Housing Units shall have three, four or five bedrooms.

Studio flats are not permitted.

Market Housing Units:

A maximum of 10% of Market Housing Units shall be studio flats.

All Residential Units must meet the following minimum overall floor sizes:

Development type	Residential Unit type (bedroom persons)	Minimum sq m (GIA)
Flats	Studios	36
2 storey houses	1b2p	50
	2b3p	61
	2b4p	70
	2b average	66
	3b4p	74
	3b5p	86
	3b6p	95
	3b average	85
	4b5p	90
	4b6p	99
	4b+ average	95
	2b4p	83
	3b4p	87
	3b5p	96
	3b average	92
	3 storey houses	4b5p
4b6p		107
4+b average		104
3b5p		102
4b5p		106
4b6p		113
4+b average		110

When designing homes for more than six persons developers should allow approximately 10 sq m per extra per person.

ANNEX 3

BASELINE VIABILITY APPRAISAL

Canada Water
S73 Illustrative Scheme
Base appraisal for Section 106 agreement

Development Pro Forma
ARGUS Software

Canada Water
S73 Illustrative Scheme
Base appraisal for Section 106 agreement

Project Pro Forma for Merged Phases 1 2

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales	Adjustment	Net Sales
a.01 SQSC - Private Resi	178	133,666	1,235.00	927,402	165,077,510	0	165,077,510
k.01 HQ - Affordable Resi	60	48,023	289.00	231,311	13,878,647	0	13,878,647
a.01 SQSC - Intermediate Resi	8	7,035	593.00	521,469	4,171,755	0	4,171,755
k.01 HQ - Intermediate Resi	19	14,344	289.00	218,180	4,145,416	0	4,145,416
B.03 - Private	419	327,456	1,235.00	965,175	404,408,160	0	404,408,160
C.01 - Private	335	261,039	1,235.00	962,338	322,383,165	0	322,383,165
D.02 - Private	491	371,392	1,235.00	934,153	458,669,120	0	458,669,120
F.01 - Private	369	269,458	1,235.00	901,845	332,780,630	0	332,780,630
F.02 - Private	422	307,859	1,235.00	900,962	380,205,865	0	380,205,865
G.01 - Private	186	136,152	1,235.00	904,020	168,147,720	0	168,147,720
G.01 - Private	318	232,547	1,235.00	903,131	287,195,545	0	287,195,545
J.01 - Private	73	55,214	1,235.00	934,100	68,189,290	0	68,189,290
J.02 - Private	73	55,214	1,235.00	934,100	68,189,290	0	68,189,290
J.03 - Private	187	142,140	1,235.00	938,732	175,542,900	0	175,542,900
J.05 - Private	89	70,433	1,235.00	977,357	86,984,755	0	86,984,755
J.07 - Private	67	51,896	1,235.00	956,590	64,091,560	0	64,091,560
L.01 - Affordable	97	83,974	289.00	250,189	24,268,373	0	24,268,373
L.02 - Affordable	78	68,318	289.00	253,127	19,743,902	0	19,743,902
L.03 - Private	47	36,368	1,235.00	955,631	44,914,659	0	44,914,659
M.01 - Private	19	15,611	1,235.00	1,014,715	19,279,585	0	19,279,585
Car Parking	1	0	0.00	7,563,636	7,563,636	0	7,563,636
J.08 - Private	51	35,398	1,235.00	857,187	43,716,530	0	43,716,530

Note - where student accommodation is delivered the value of this use will be assessed with regard to the details of the section 106 agreement including accounting for the value arising from any potential letting for other permitted uses outside of term time.

Date: 3/17/2026

PROJECT PRO FORMA**ARGUS SOFTWARE****Canada Water****S73 Illustrative Scheme****Base appraisal for Section 106 agreement**

J.04 - Private	<u>77</u>	<u>58,198</u>	1,235.00	933,435	<u>71,874,530</u>	<u>0</u>	<u>71,874,530</u>
Totals	3,664	2,781,735			3,235,422,543	0	3,235,422,543

Rental Area Summary

	Units	ft²	Rent Rate ft²	Initial MRV/Unit	Net Rent at Sale	Initial MRV
Plot a.01 - SQSC - Retail	1	8,342	35.00	291,970	291,970	291,970
Plot a.02 - SQSC - Retail	1	9,892	35.00	346,220	346,220	346,220
Plot a.01 - SQSC - Office	1	120,749	55.00	6,641,195	6,641,195	6,641,195
Plot a.02 - SQSC - Office	1	180,941	55.00	9,951,755	9,951,755	9,951,755
Plot a.02 - SQSC - Leisure	1	54,683		0	0	
Plot a.00 - SQSC - Office	1	21,797	55.00	1,198,835	1,198,835	1,198,835
b.01 SQSC - Retail	1	8,303	35.00	290,605	290,605	290,605
b.02 SQSC - Retail	1	17,794	35.00	622,790	622,790	622,790
b.03 SQSC - Retail	1	15,599	35.00	545,965	545,965	545,965
c.01 SQSC - Retail	1	14,285	35.00	499,975	499,975	499,975
d.01 SQSC - Retail	1	31,402	35.00	1,099,070	1,099,070	1,099,070
d.04 SQSC - Retail	1	26,027	35.00	910,945	910,945	910,945
d.05 SQSC - Retail	1	22,318	35.00	781,130	781,130	781,130
d.06 SQSC - Retail	1	19,547	35.00	684,145	684,145	684,145
e.01 SQSC - Retail	1	12,685	35.00	443,975	443,975	443,975
e.02 SQSC - Retail	1	8,658	35.00	303,030	303,030	303,030
g.01 MAST - Retail (Tesco)	1	65,703	35.46	2,330,000	2,330,000	2,330,000
h.01 HQ - Retail	1	11,290	35.00	395,150	395,150	395,150
h.03 HQ - Retail	1	9,486	35.00	332,010	332,010	332,010
P.01 - Retail	1	1,339	35.00	46,865	46,865	46,865
M.01 Police Station - Retail	1	1,321	35.00	46,235	46,235	46,235
b.01 SQSC - Office	1	120,713	55.00	6,639,215	6,639,215	6,639,215
b.02 SQSC - Office	1	145,493	55.00	8,002,115	8,002,115	8,002,115
b.03 SQSC - Office	1	120,367	55.00	6,620,185	6,620,185	6,620,185

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c.01 SQSC - Office	1	171,150	55.00	9,413,250	9,413,250	9,413,250
d.01 SQSC - Office	1	134,097	55.00	7,375,335	7,375,335	7,375,335
h.02 SQSC - Leisure	1	129,767	39.20	5,086,866	5,086,866	5,086,866
d.04 SQSC - Office	1	111,957	55.00	6,157,635	6,157,635	6,157,635
d.05 SQSC - Office	1	106,998	55.00	5,884,890	5,884,890	5,884,890
d.03 SQSC - Hotel	1	148,791	33.60	4,999,378	4,999,378	4,999,378
e.01 SQSC - Office	1	23,659	55.00	1,301,245	1,301,245	1,301,245
e.02 SQSC - Leisure	1	35,948	18.10	650,659	650,659	650,659
h.01 HQ - Office	1	158,530	55.00	8,719,150	8,719,150	8,719,150
h.02 HQ - Office	1	11,450	55.00	629,750	629,750	629,750
h.03 HQ - Office	1	409,625	55.00	22,529,375	22,529,375	22,529,375
M.01 Police Station - Public	1	20,134		0	0	
d.06 SQSC - Office	1	283,472	55.00	15,590,960	15,590,960	15,590,960
d.07 SQSC - Office	1	115,317	55.00	6,342,435	6,342,435	6,342,435
e.02 SQSC - Office	1	131,977	55.00	7,258,735	7,258,735	7,258,735
d.07 SQSC - Leisure	1	16,512	1.00	16,512	16,512	16,512
c.01 - Petrol Filling Station	1	7,882	254.30	2,004,429	2,004,429	2,004,429
f.03 HQ - Office	<u>1</u>	<u>215,896</u>	<u>55.00</u>	<u>11,874,280</u>	<u>11,874,280</u>	<u>11,874,280</u>
Totals	42	3,281,896			164,858,264	164,858,264

Investment Valuation

Plot a.01 - SQSC - Retail

Market Rent	291,970	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	4,458,905

Plot a.02 - SQSC - Retail

Market Rent	346,220	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	5,287,399

Canada Water
S73 Illustrative Scheme
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Plot a.01 - SQSC - Office

Market Rent	6,641,195	YP @	5.5000%	18.1818	
(2yrs Rent Free)		PV 2yrs @	5.5000%	0.8985	108,487,231

Plot a.02 - SQSC - Office

Market Rent	9,951,755	YP @	5.5000%	18.1818	
(2yrs Rent Free)		PV 2yrs @	5.5000%	0.8985	162,566,879

Plot a.00 - SQSC - Office

Market Rent	1,198,835	YP @	5.5000%	18.1818	
(2yrs Rent Free)		PV 2yrs @	5.5000%	0.8985	19,583,567

b.01 SQSC - Retail

Market Rent	290,605	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	4,438,059

b.02 SQSC - Retail

Market Rent	622,790	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	9,511,118

b.03 SQSC - Retail

Market Rent	545,965	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	8,337,863

c.01 SQSC - Retail

Market Rent	499,975	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	7,635,513

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d.01 SQSC - Retail

Market Rent	1,099,070	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	16,784,767

d.04 SQSC - Retail

Market Rent	910,945	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	13,911,761

d.05 SQSC - Retail

Market Rent	781,130	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	11,929,254

d.06 SQSC - Retail

Market Rent	684,145	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	10,448,119

e.01 SQSC - Retail

Market Rent	443,975	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	6,780,293

e.02 SQSC - Retail

Market Rent	303,030	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	4,627,811

g.01 MAST - Retail (Tesco)

Current Rent	2,330,000	YP @	6.0000%	16.6667	38,833,333
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h.01 HQ - Retail

Current Rent	395,150	YP @	6.0000%	16.6667	6,585,833
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Canada Water
S73 Illustrative Scheme
Base appraisal for Section 106 agreement

h.03 HQ - Retail

Market Rent	332,010	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	5,070,387

P.01 - Retail

Market Rent	46,865	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	715,712

M.01 Police Station - Retail

Market Rent	46,235	YP @	6.0000%	16.6667	
(1yr 6mths Rent Free)		PV 1yr 6mths @	6.0000%	0.9163	706,091

b.01 SQSC - Office

Market Rent	6,639,215	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	111,397,477

b.02 SQSC - Office

Market Rent	8,002,115	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	134,265,183

b.03 SQSC - Office

Market Rent	6,620,185	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	111,078,178

c.01 SQSC - Office

Market Rent	9,413,250	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	157,942,211

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d.01 SQSC - Office

Market Rent	7,375,335	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	123,748,622

h.02 SQSC - Leisure

Current Rent	5,086,866	YP @	7.5000%	13.3333	67,824,885
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d.04 SQSC - Office

Market Rent	6,157,635	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	103,317,185

d.05 SQSC - Office

Market Rent	5,884,890	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	98,740,875

d.03 SQSC - Hotel

Current Rent	4,999,378	YP @	5.7500%	17.3913	86,945,697
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e.01 SQSC - Office

Market Rent	1,301,245	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	21,833,215

e.02 SQSC - Leisure

Current Rent	650,659	YP @	7.0000%	14.2857	9,295,126
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h.01 HQ - Office

Market Rent	8,719,150	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	146,296,107

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h.02 HQ - Office

Market Rent	629,750	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	10,566,394

h.03 HQ - Office

Market Rent	22,529,375	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	378,013,896

d.06 SQSC - Office

Market Rent	15,590,960	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	261,596,229

d.07 SQSC - Office

Market Rent	6,342,435	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	106,417,891

e.02 SQSC - Office

Market Rent	7,258,735	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	121,792,224

c.01 - Petrol Filling Station

Market Rent	2,004,429	YP @	5.8000%	17.2414	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.8000%	0.9189	31,756,616

f.03 HQ - Office

Market Rent	11,874,280	YP @	5.5000%	18.1818	
(1yr 6mths Rent Free)		PV 1yr 6mths @	5.5000%	0.9228	199,235,125

Total Investment Valuation

2,728,763,031

Canada Water
 S73 Illustrative Scheme
 Base appraisal for Section 106 agreement

GROSS DEVELOPMENT VALUE **5,964,185,574**

Purchaser's Costs					(185,555,886)
Effective Purchaser's Costs Rate	6.80%				(185,555,886)

NET DEVELOPMENT VALUE **5,778,629,688**

Additional Revenue					
Grant Funding (Secured)					7,546,578
Leisure Contribution					35,000,000
Grant Funding	175 un	250,000.00 /un			43,750,000
					86,296,578

TOTAL PROJECT REVENUE **5,864,926,266**

DEVELOPMENT COSTS

ACQUISITION COSTS

Fixed Price					28,353,005
Fixed Price					199,696,995
Total Acquisition					228,050,000
					228,050,000
Land Transfer Tax	6.80%				15,507,400
					15,507,400

CONSTRUCTION COSTS

Construction	ft²	Build Rate	ft²		Cost
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Canada Water

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Base appraisal for Section 106 agreement

Plot a.01 - SQSC - Retail	9,332	418.00	3,900,776
Plot a.02 - SQSC - Retail	10,118	384.00	3,885,312
Plot a.01 - SQSC - Office	168,602	418.00	70,475,636
Plot a.02 - SQSC - Office	227,301	384.00	87,283,584
Plot a.02 - SQSC - Leisure	59,578	384.00	22,877,952
Plot a.00 - SQSC - Office	24,219	220.00	5,328,180
b.01 SQSC - Retail	9,225	340.00	3,136,500
b.02 SQSC - Retail	19,771	340.00	6,722,140
b.03 SQSC - Retail	17,332	170.00	2,946,440
c.01 SQSC - Retail	15,872	161.00	2,555,392
d.01 SQSC - Retail	34,891	321.00	11,200,011
d.03 SQSC - Retail	2,021	268.00	541,628
d.04 SQSC - Retail	28,288	324.00	9,165,312
d.05 SQSC - Retail	24,798	327.00	8,108,946
d.06 SQSC - Retail	21,248	340.00	7,224,320
e.01 SQSC - Retail	14,095	64.00	902,080
e.02 SQSC - Retail	9,620	322.00	3,097,640
g.01 MAST - Retail (Tesco)	123,101	335.00	41,238,835
h.01 HQ - Retail	22,540	394.00	8,880,760
h.03 HQ - Retail	10,540	359.00	3,783,860
I.01 MAST - Retail	624	408.00	254,592
I.02 MAST - Retail	2,002	407.00	814,814
I.03 MAST - Retail	657	454.00	298,278
P.01 - Retail	1,488	305.00	453,840
M.01 Police Station - Retail	1,467	315.00	462,105
b.01 SQSC - Office	150,713	340.00	51,242,420
b.02 SQSC - Office	181,866	340.00	61,834,440
b.03 SQSC - Office	150,459	337.00	50,704,683
c.01 SQSC - Office	213,937	332.00	71,027,084

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d.01 SQSC - Office	167,622	321.00	53,806,662
h.02 SQSC - Leisure	155,118	315.00	48,862,170
d.04 SQSC - Office	139,946	324.00	45,342,504
d.05 SQSC - Office	133,747	327.00	43,735,269
d.03 SQSC - Hotel	154,991	268.00	41,537,588
e.01 SQSC - Office	29,574	64.00	1,892,736
e.02 SQSC - Leisure	45,504	322.00	14,652,288
h.01 HQ - Office	192,354	394.00	75,787,476
h.02 HQ - Office	14,714	315.00	4,634,910
h.03 HQ - Office	512,031	359.00	183,819,129
M.01 Police Station - Public	25,813	316.00	8,156,908
d.06 SQSC - Office	354,340	340.00	120,475,600
d.07 SQSC - Office	144,146	336.00	48,433,056
e.02 SQSC - Office	164,972	322.00	53,120,984
d.07 SQSC - Leisure	22,016	336.00	7,397,376
c.01 - Petrol Filling Station	8,758	161.00	1,410,038
f.03 HQ - Office	269,870	406.00	109,567,220
a.01 SQSC - Private Resi	191,891	418.00	80,210,438
k.01 HQ - Affordable Resi	57,023	352.00	20,072,096
a.01 SQSC - Intermediate Resi	10,100	418.00	4,221,800
k.01 HQ - Intermediate Resi	17,033	352.00	5,995,616
a.01 Basement	34,938	418.00	14,604,084
a.02 Parking & Plant	38,772	384.00	14,888,448
k.01 - Parking & Plant	2,540	352.00	894,080
B.03 - Private	448,570	529.00	237,293,530
C.01 - Private	362,554	481.00	174,388,474
D.02 - Private	530,560	525.00	278,544,000
F.01 - Private	390,519	526.00	205,412,994
F.02 - Private	446,173	481.00	214,609,213

Canada Water

S73 Illustrative Scheme

Base appraisal for Section 106 agreement

G.01 - Private	188,176	335.00	63,038,953
G.01 - Private	339,547	335.00	113,748,245
J.01 - Private	74,180	417.00	30,933,060
J.02 - Private	74,180	417.00	30,933,060
J.03 - Private	191,396	399.00	76,367,004
J.05 - Private	90,054	374.00	33,680,196
J.07 - Private	68,284	374.00	25,538,216
L.01 - Affordable	105,250	408.00	42,941,891
L.02 - Affordable	85,422	407.00	34,766,754
L.03 - Private	49,872	454.00	22,642,027
M.01 - Private	20,014	316.00	6,324,424
J.08 - Private	46,577	374.00	17,419,798
B.04 - Other	8,758	1.00	8,758
D.06 - Parking & Plant	4,974	340.00	1,691,160
D.08 - Basement	240,405	408.00	98,085,240
E.01 - Other	173,972	64.00	11,134,208
E.02 - Basement	26,587	322.00	8,561,014
F.00 - Basement	49,552	812.00	40,236,224
G.01 - Basement	197,160	335.00	66,048,600
G.01 - Parking & Plant	52,109	335.00	17,456,515
H.01 - Parking & Plant	31,411	394.00	12,375,934
H.02 - Parking & Plant	12,691	315.00	3,997,665
J.01 - Parking & Plant	3,703	417.00	1,544,151
J.02 - Parking & Plant	3,703	417.00	1,544,151
J.03 - Parking & Plant	3,746	399.00	1,494,654
J.05 - Parking & Plant	4,049	377.00	1,526,473
J.07 - Parking & Plant	3,746	377.00	1,412,242
J.08 - Parking & Plant	3,746	377.00	1,412,242
L.01 - Parking & Plant	4,693	408.00	1,914,744

Canada Water

S73 Illustrative Scheme

Base appraisal for Section 106 agreement

L.02 - Parking & Plant	5,425	407.00	2,207,975	
L.02 - Other	15,401	1.00	15,401	
M.01 - Parking & Plant	3,741	316.00	1,182,156	
J.04 - Private	78,870	374.00	29,497,380	
J.04 - Parking & Plant	3,746	374.00	1,401,004	
B - Parking & Plant	<u>35,320</u>	340.00	<u>12,008,800</u>	
Totals	8,922,354 ft²		3,469,204,566	3,469,204,566

Other Construction Costs

Insurance (Phase 1)			6,400,000	
Mayoral and Southwark CIL (Phase 1)			9,500,000	
NHBC (Phase 1)			279,150	
Pre Development Costs (Phase 1)			3,572,713	
S106 Allowance (Phase 1)			6,600,000	
S106/278 Off Site Works (Phase 1)			1,820,359	
Void Rates and Charges			6,000,000	
Carbon Levy (PHase 1)			600,000	
S106/278			16,983,031	
S106 Contributions			41,778,967	
SQLP VP Apportionment			1,100,000	
Pre Development Costs			28,713,727	
Voids Rates and Charges			55,200,000	
NHBC			2,747,059	
Mayoral and Southwark CIL			147,360,000	
Insurance			40,800,000	
Off Plot Infrastructure (Buildings)			117,373,559	
Off Plot Infrasructure			270,896,155	
Carbon Levy			11,200,000	
Tesco Profit Protection			3,541,423	

PROJECT PRO FORMA**ARGUS SOFTWARE****Canada Water****S73 Illustrative Scheme****Base appraisal for Section 106 agreement**

Estate Service Charge Shortfall		6,188,856	
Site Activation / Temp Uses		8,500,000	
Admin Expenses		8,745,733	
SDLT Leisure Centre		2,695,500	
BSL		7,000,000	
			805,596,232

PROFESSIONAL FEES

Professional Fees	10.00%	342,496,900	
			342,496,900

MARKETING & LEASING

Marketing	1.50%	33,588,537	
Leasing Agent Fee	10.00%	16,485,826	
Leasing Legal Fee	5.00%	921,499	
Leasing Legal Fee		4,413,514	
			55,409,376

DISPOSAL FEES

Sales Agent Fee	1.50%	33,588,537	
Sales Legal Fee		1,893,000	
			35,481,537

TOTAL COSTS BEFORE FINANCE**4,951,746,011****FINANCE**

Multiple Interest/PR Sets Used (See Assumptions)			
Total Finance Cost			467,811,585

TOTAL COSTS**5,419,557,596**

Date: 3/17/2026

Canada Water
S73 Illustrative Scheme
Base appraisal for Section 106 agreement
PROFIT

445,368,670

Performance Measures

Profit on Cost%	8.22%
Profit on GDV%	7.47%
Profit on NDV%	7.71%
Development Yield% (on Rent)	3.04%
IRR% (without Interest)	7.56%

IN WITNESS WHEREOF the Parties hereto have executed this Deed the day and year first before written

EXECUTED as a DEED by affixing the Common Seal of the **GREATER LONDON AUTHORITY** in the presence of:



Authorised Signatory

Name (BLOCK)

Position

John Finlayson
JOHN FINLAYSON
Head of Development Manager

The Common Seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** was hereto affixed in the presence of:

A handwritten signature in black ink, appearing to be "D. Gooch".



42217

Authorised Signatory

D Gooch

Executed as a Deed by **BL CW HOLDINGS LIMITED** by a director in the presence of a witness:

Director *Rhflwen*

Witness Signature *Imogen Murphy*

Witness Name **IMOGEN MURPHY**

Witness Address *York House, 45 Seymour Street, W1H 7LX*

Executed as a Deed by **BL CW HOLDINGS PLOT A1 COMPANY LIMITED** by a director in the presence of a witness:

Director (signature): *Rhflwen*

Director (name): **RHIANNON FFLUR OWEN**

Witness Signature: *Imogen Murphy*

Witness Name (block capitals): **IMOGEN MURPHY**

Witness Address *York House, 45 Seymour Street, W1H 7LX*

Executed as a Deed by **BL CW PLOT A1
TRADING GP COMPANY LIMITED** by a
director in the presence of a witness:

Director (signature): *Rff Owen*

Director (name): **RHIANNON FFLUR OWEN**

Witness Signature: *Imogen Murphy*

Witness Name (block capitals):

IMOGEN MURPHY

Witness Address

York House, 45 Seymour Street, W1H 7LX

Executed as a Deed by **BL CW HOLDINGS PLOT
A2 COMPANY LIMITED** by a director in the
presence of a witness:

Director (signature): *Rff Owen*

Director (name): **RHIANNON FFLUR OWEN**

Witness Signature: *Imogen Murphy*

Witness Name (block capitals):

IMOGEN MURPHY

Witness Address:

York House, 45 Seymour Street, W1H 7LX

Executed as a Deed by **BL CW HOLDINGS PLOT
K1 COMPANY LIMITED** by a director in the
presence of a witness:

Director (signature): *Rfflower*

Director (name): RHIANNON FFLUR OWEN

Witness Signature: *Imogen Murphy*

Witness Name (block capitals): IMOGEN MURPHY

Witness Address: *Tork House, 45 Sycamore Street, W11 7LX*

Executed as a Deed by **NATIONAL
WESTMINSTER BANK PLC** by an Authorised
Signatory in the presence of a witness:

Authorised Signatory (signature): *S.A.*

Authorised Signatory (name, block capitals):

ELI MOUALEM

Witness Signature:

SB

Witness Name (block capitals):

SARAH-GAÛTH BOUARIZ

Witness Address:

*184 Shepherds Bush Rd, London
W6 7NL*