

Dated

14th December

2018

LONDON BOROUGH OF BARKING AND DAGENHAM

to

LONDON BOROUGH OF BARKING AND DAGENHAM

**UNILATERAL UNDERTAKING RELATING TO
GASCOIGNE ESTATE WEST**

**MADE PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990
(AS AMENDED)
AND SECTION 16 OF THE GREATER LONDON
COUNCIL
(GENERAL POWERS) ACT 1974**

**RELATING TO
GASCOIGNE ESTATE WEST, ABBEY ROAD, BARKING.**

(LBBD Reference: 17/00977/OUT)

THIS UNILATERAL UNDERTAKING is given on the *14th* day of *December*
2018

BY

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM of Town Hall, 1 Town Square, Barking, Essex IG11 7LU acting in its capacity as freehold land owner (the "**Owner**")

TO

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARKING AND DAGENHAM of Town Hall, 1 Town Square, Barking, Essex IG11 7LU acting in its capacity as local planning authority (the "**Council**")

WHEREAS:

- (A) The Council is the Local Planning Authority for the area within which the Site is situated and the appropriate statutory body to enforce this Unilateral Undertaking for the purposes of section 106 of the 1990 Act.
- (B) The Owner is the freehold owner of land that includes the Site being registered at the Land Registry under title numbers ~~EGL250168~~, *EGL 266582* *KE*, *EGL 266583*, *EGL266585*, *EGL266586*, *EGL266588*, *EGL 266591*, *EGL 266592*, *EGL266593*
- (C) On 9 June 2017 the Owner submitted a Planning Application to the Council to develop the Planning Application Site in the manner and for the uses set out in the Planning Application and accompanying plans, drawings and other documents.
- (D) The Council considers that the planning obligations in this Unilateral Undertaking are reasons for the grant of the Planning Permission.
- (E) The Owner has agreed to enter into this Unilateral Undertaking accepting that the planning obligations that it contains are considered material to the determination of the Planning Application.

- (F) On 11 June 2018 the Council's Planning Committee resolved to grant Planning Permission subject to referral to the Mayor of London, subject to 61 conditions, and subject to the execution of a Unilateral Undertaking pursuant to section 106 of the 1990 Act so as to secure the planning obligations referred to and herein contained and in the event that it undertakes the Development itself and ensuring that the covenants bind any party acquiring an interest in the Site.

THE OWNER HEREBY UNDERTAKES as follows:

1 Definitions

- 1.1 In this Unilateral Undertaking the following expressions shall have the following meanings:

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

"Affordable Housing Provider" shall have the meaning given in paragraph 1 of the Third Schedule;

"ARLA" means Association of Residential Letting Agents.

"Bilateral Deed" means a Deed that takes the form of a section 106 agreement setting out the obligations of the Council and a successor to the title of the Owner and which secures the same obligations and restrictions as set out in this Unilateral Undertaking in so far as the following obligations have not been discharged by the Owner and which is in a form satisfactory to the Council.

"Borough" means the London Borough of Barking and Dagenham.

"Borough Resident" means a person who is ordinarily resident in the

Borough.

“Carbon Offsetting Contribution” means a contribution towards Carbon Offset Projects in accordance with the following formula:

$$\text{Carbon Offset Contribution} = (A \times R - (R-T)) \times Y \times Z$$

Where A is the regulated CO₂ emissions percentage reduction target beyond a baseline compliant Building Regulations Part L 2013 development. For applications submitted on or after 1 October 2016 the Greater London Authority target is for zero carbon homes.

Where T is the regulated CO₂ emissions in tonnes of CO₂ per annum calculated for the Development using approved Building Regulations Part L 2013 software SAP and SBEM (see references to SAP and SBEM below). This is representative of the Development's regulated CO₂ emissions after incorporating energy efficient design following the Mayor of London's energy hierarchy of Be Lean, Be Clean and Be Green.

R is the regulated CO₂ emissions in tonnes of CO₂ per annum as calculated for the notional building defined in Building Regulations Part L 2013 using approved SAP and SBEM software (see references to SAP and SBEM below). This is representative of the regulated CO₂ emissions of a baseline compliant development.

Y is the number of years for which the contribution is payable, being 30 years.

Z is the cost of CO₂ emissions per tonne. A price of £60 (sixty pounds) per tonne of CO₂ is applied where boroughs have not established a price as per paragraph 14.3 of the Mayor's published "Energy Planning: Greater London Authority

Guidance on Preparing Energy Assessments" (March 2016).

"Carbon Offset Projects" means projects which deliver carbon emission reductions in accordance with the Carbon Offsetting Guidance to include (without limitation):

(a) fuel poverty initiatives to deliver energy efficiency measures to the residential sector;

(b) public building energy efficiency retrofit initiatives to reduce carbon emissions and reduce energy costs; and/or

(c) carbon reduction community projects to include energy efficiency of buildings or renewables projects.

"Carbon Offsetting Guidance" means such policy or guidance published by the Council which specifies how development contributions for carbon off-set paid to the Council under Section 106 of the Town and Country Planning Act 1990 will be expended on Carbon Offset Projects.

"Car Club" means an existing Car Club Operator operating in the vicinity of the Site which enables its members to have access to a car on a short-term basis as and when required subject to availability.

"Car Club Operator" means the operator of a Car Club.

"Car Club Spaces Contribution" means the sum of £10,000 (ten thousand pounds) (Index Linked) to be used towards two car club spaces in Barking Town Centre.

"CCTV" means closed circuit television.

"CCTV Management Strategy" a strategy to determine the necessity for relocation and/or reprovision of CCTV with a commitment to

mitigate costs.

“Challenge Period” means a period of seven (7) weeks from the date on which the Planning Permission is issued by the Council.

“Challenge Proceedings” means an application to the Planning Court under Part 54 of the Civil Procedure Rules 1998 for judicial review (including an application for permission to seek judicial review) in respect of the grant by the Council of the Planning Permission including any appeals to a higher court following a judgment of a lower court.

“Controlled Parking Zone” or **“CPZ”** means an area where the Council has introduced restrictions on parking on the highway during certain times of the day or week for non-permit holders.

“the Council” means the London Borough of Barking and Dagenham and shall, where the context so admits, include any public body in which the functions of the Council at the date hereof may for the time being be vested and any duly appointed servant agent or contractor of the Council or such other body.

“Development” means the demolition of existing buildings and structures and construction of a maximum of 850 residential dwellings (Use Class C3 (dwelling houses)); up to 350 square metres of flexible commercial / community floorspace (Use Classes A1, A2, A3, D1 and D2) (GEA); with associated means of access, car parking, landscaping, service infrastructure including an energy centre and associated works.

“Dwellings” means the dwellings built on the Site pursuant to the Planning Permission and reference to **“Dwelling”** shall mean any one of the Dwellings.

“Employment, Skills and Suppliers Plan” means the Development-specific Employment, Skills and Suppliers Plan to be produced by the Owner as set out in the Fourth Schedule to this Unilateral Undertaking, to be complied with and implemented by the Owner in order to maximise opportunities for local businesses to gain contracts at the Site and for local residents to gain employment at the Site.

“Expert” means a professional expert in town planning who is a Chartered Member of the Royal Town Planning Institute with a minimum of 10 (ten) years' post-qualification experience.

“Final Phase” means phase 3 of the Development as shown indicatively on Plan 3 as annexed at the Fifth Schedule to this Unilateral Undertaking or such other Phase which is the final Phase of the Development to come forward as shown on the phasing plan to be approved pursuant to the relevant planning condition on the Planning Permission requiring the submission of a Phasing Plan.

“Implementation” means the commencement of the Development in accordance with the Planning Permission by the carrying out of any material operation within the meaning of section 56(4) of the 1990 Act provided that for the avoidance of doubt the carrying out of:

- (a) works of site clearance and demolition of buildings and structures;
- (b) ground investigation and site survey work;
- (c) construction of boundary fencing and hoarding and haul roads;
- (d) intrusive archaeological investigations;
- (e) works below ground;
- (f) works relating to the installation, removal or diversion of

services and conducting media; and

- (g) temporary works for site services, access and erection of construction site offices

shall not be deemed to constitute a material operation.

“Implementation Notice” means a written notice given by or on behalf of the Owner to the Council stating the intended date of Implementation of the Development and the Planning Application reference number and a notice will be deemed to have been given if Implementation has occurred.

“Index Linked” means the relevant contribution amount shall be increased by the percentage by which the All Items (Series CHAW) Index of Retail Prices published by the Office for National Statistics has been increased from the last published figure prior to the grant of the Planning Permission to the figure last published prior to the Implementation of the Development and subject to the following formula:

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

A = the contribution amount specified in this Unilateral Undertaking in pounds sterling;

B = the last figure published in the All Items (Series CHAW) Index of Retail Prices prior to the grant of Planning Permission;

C = the last figure published in the All Items (Series CHAW) Index of Retail Prices prior to Implementation of the Development; and

D = the recalculated contribution amount in pounds sterling

applying under this Unilateral Undertaking.

“Management Company” means a company established for the purpose of maintaining and managing the common parts of the Development.

“Marketing” means the act of first making available for sale or lease by contract, with or without the assistance of agents, by the Owner, of any Dwelling at the Development irrespective of the stage of construction of the Development including prior to Implementation or post Practical Completion.

“NAEA” means the National Association of Estate Agents.

“Occupation Notice” means a written notice given by or on behalf of the Owner to the Council stating the date of Occupation of the Development and the Planning Application reference number and a notice will be deemed to have been given if Occupation has occurred.

“Occupy” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **“Occupation”** and **“Occupied”** shall be construed accordingly.

“Parties” means the parties to this Unilateral Undertaking and (as the context permits) the parties to any dispute in relation to any matter which is the subject of this Unilateral Undertaking.

“Phase of the Development” means a phase of the Development as shown indicatively on Plan 3 as annexed at the Fifth Schedule to this Unilateral Undertaking or such other phasing plan as is approved pursuant to the relevant planning condition on the Planning Permission requiring the submission of a phasing plan and 'Phases'

shall be construed accordingly.

“Phase 1” means phase 1 of the Development as shown indicatively on Plan 3 as annexed at the Fifth Schedule to this Unilateral Undertaking or such other Phase which is the first Phase of the Development to come forward as shown on the phasing plan to be approved pursuant to the relevant planning condition on the Planning Permission requiring the submission of a phasing plan.

“Phase 2” means phase 2 of the Development as shown indicatively on Plan 3 as annexed at the Fifth Schedule to this Unilateral Undertaking or such other Phase which is the second Phase of the Development to come forward as shown on the phasing plan to be approved pursuant to the relevant planning condition on the Planning Permission requiring the submission of a phasing plan.

“Planning Application” means the outline planning application for the proposed Development of the Planning Application Site validated on 12 June 2017 and given Council reference number 17/00977/OUT.

“Planning Permission” means the planning permission granted by the Council pursuant to the Planning Application for Development in the form of the draft as annexed at the Sixth Schedule to this Unilateral Undertaking.

“Practical Completion” the practical completion of the relevant part of the Development as evidenced by the issue of a certificate by an architect, surveyor or other suitably qualified professional person, such person may be an employee or agent of the Owner, confirming that the construction of the Dwellings is completed internally and externally and further evidenced by Building Regulation Approval and

“Practically Completed” shall be construed accordingly.

“Private for Sale Marketing Strategy” means a strategy which seeks to maximise owner occupation including a restriction on any individual or organisation buying more than one property for a period of six (6) months from the date of the Sales Launch.

“RICS” means the Royal Institution of Chartered Surveyors.

“Sales Launch” means the first date on which the Owner allows the signing of a contract by an individual or organisation for the purchase of a Dwelling at the Development.

“SAP” means the Department of Energy & Climate Change's Standard Assessment Procedure published 22 January 2013 which is the methodology used by the Government to assess and compare the energy and environmental performance of dwellings.

“SBEM” means Simplified Building Energy Model being a software tool developed by the Building Research Industry for the Department for Communities and Local Government that provides an analysis of a building's energy consumption.

“Site” means the land shown for the purposes of identification only edged red on the Site Plan.

“Site Plan” means Plan 1 as annexed at the Fifth Schedule to this Unilateral Undertaking which identifies the Site.

“Transport Assessment” means the Transport Assessment which accompanied the Planning Application.

“Travel Plan” means a Travel Plan prepared in accordance with the principles set out in paragraph 1.6 of the First Schedule to this

Unilateral Undertaking and in accordance with current Council guidance for preparing travel plans to be submitted and approved in accordance with paragraph 1.6 of the First Schedule to this Unilateral Undertaking.

2 Legal Basis

2.1 This Unilateral Undertaking is made under section 106 of the 1990 Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and any other enabling legislation and the obligations and covenants in it are covenants and planning obligations to which these statutory provisions apply and are enforceable by the Council as the local planning authority.

2.2 It is agreed that the Owner enters into this Unilateral Undertaking so that the covenants and planning obligations bind the Owner's interest in the Site.

2.3 The Council and the Owner agree that the obligations in this Unilateral Undertaking are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

3 Conditionality

3.1 The covenants and planning obligations in the First Schedule to this Unilateral Undertaking, with the exception of those in paragraphs 1.1.1 and 1.1.5, are conditional upon:

(a) the grant of the Planning Permission; and

(b) Implementation of the Planning Permission.

3.2 No person shall be liable for any breach of any of the covenants and planning obligations or other provisions of this Unilateral Undertaking after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Unilateral Undertaking to the extent that such breach relates to any part of the Site in which that person has no interest.

3.4 The Owner shall apply to the Land Registry for entries on the registers of the Site in the standard form L in Schedule 4 of the Land Registration Rules 2003, namely:

"No disposition of the registered estate or part of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed on behalf of the applicant for registration by its conveyancer that the provisions of clause 3.5 of a Unilateral Undertaking relating to the registered estate at Gascoigne West, Dagenham dated [14 December 2018] and made by the Mayor and Burgesses of the London Borough of Barking and Dagenham have been complied with."

3.5 The Owner shall not dispose of any interest (other than an Occupational Interest in the Dwellings) in the Site to a third party without simultaneously entering into a Bilateral Deed with the Council and delivering such Bilateral Deed to the Council.

4 Provisions for Release

- 4.1 If the Planning Permission is (a) quashed, cancelled or revoked; or (b) expires prior to Implementation it is agreed that this Unilateral Undertaking shall cease to have any effect.

5 Covenants by the Owner

- 5.1 The Owner covenants with the Council to carry out and comply with the obligations as set out in the First Schedule to this Unilateral Undertaking.

6 Covenants by the Council

- 6.1 The covenants given by the Owner are conditional upon the Council carrying out and complying with the obligations as set out in the Second Schedule to this Unilateral Undertaking.
- 6.2 Following the performance and satisfaction of all the covenants and planning obligations on the part of the Owner contained in this Unilateral Undertaking the Council shall upon written request from the Owner confirm compliance with the obligations on the part of the Owner contained in this Unilateral Undertaking and thereafter cancel all related entries in the register of local land charges.

7 Provisions Relating to the Council

- 7.1 Nothing in this Unilateral Undertaking in any way fetters the statutory rights, powers and duties of the Council as local planning authority.

8 Successors in Title

- 8.1 No tenant or owner of any individual Dwelling or Commercial Unit on the Site or any mortgagee thereof or a statutory undertaker after the

transfer of statutory apparatus by the Owner to the statutory undertaker shall be liable for any of the covenants contained in this Unilateral Undertaking.

9 Miscellaneous

- 9.1 The headings appearing in this Unilateral Undertaking are for ease of reference only and shall not affect the construction of this Unilateral Undertaking.
- 9.2 Where reference is made to a clause such reference (unless the context requires otherwise) is a reference to a clause in this Unilateral Undertaking.
- 9.3 References to the singular shall include the plural and vice versa and references to any gender shall include all other genders.
- 9.4 In this Unilateral Undertaking the expressions the 'Council' and the 'Owner' shall include their respective statutory successors in respect of the functions to which this Unilateral Undertaking relates and/or successors and assigns in title to the Site as the case may be.
- 9.5 References to statutes include any such instrument, re-enacting or made pursuant to the same power.
- 9.6 This Unilateral Undertaking shall be registered as a Local Land Charge pursuant to the provisions of the Local Land Charges Act 1975 and section 106(11) of the 1990 Act.

10 Dispute Resolution

- 10.1 Where any matter the subject of this Unilateral Undertaking is in dispute the Parties will use their reasonable endeavours to resolve the same and either party may, if the dispute remains unresolved after

28 (twenty eight) days, refer the same for determination by an expert with a minimum of 10 (ten) years' experience in the relevant field (the Expert) who will be agreed upon by the Parties but in default of such agreement within 28 (twenty eight) days of such dispute arising such appointment will be referred to the President for the time being of the RICS or the President of the Law Society where the dispute relates to matters of interpretation of this Unilateral Undertaking.

- 10.2 Subject to clause 10.1 any dispute disagreement or difference arising between the Parties with regard to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Unilateral Undertaking will be referred to the decision of the Expert.
- 10.3 The determination of the Expert (including any determination as to the responsibility for payment of his own costs and those of the Parties) will be final and binding upon the Parties save in the case of fraud or manifest error.
- 10.4 The terms of reference of the Expert will include the following:
- (a) the Expert will call for representations from the Parties within 21 (twenty one) days of a reference to him under this Unilateral Undertaking and require the Parties to exchange representations within this period;
 - (b) the Expert will allow the Parties 14 (fourteen) days from the expiry of the period referred to under clause 10.4(a) above to make counter representations;
 - (c) any representations or counter representations received out of time may be disregarded by the Expert;

- (d) the Expert will provide the Parties with a written decision within 28 (twenty eight) days of the last date for receipt of counter representations and he will be entitled to call for such independent expert advice as he will think fit; and
- (e) the Expert's costs and the costs of any independent expert advice called for by the Expert will be borne as the Expert may direct.

11 Third Party Rights

- 11.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unilateral Undertaking and no person other than the Council shall have any rights under or be able to enforce the provisions of this Unilateral Undertaking.

12 Jurisdiction

- 12.1 The construction validity and performance of this Unilateral Undertaking shall be governed by English Law and is subject to the exclusive jurisdiction of the English courts.

13 Delivery

- 13.1 The provisions of this Unilateral Undertaking (other than this clause which will be of immediate effect) will be of no effect until this Unilateral Undertaking has been dated.

14 Consents and approvals

- 14.1 Where agreement, approval, consent or expression of satisfaction is required by the Owner from the Council, or any combination of them under the terms of this Unilateral Undertaking, such agreement, approval, consent or expression of satisfaction must be in writing and

shall not be unreasonably withheld or delayed and save where otherwise provided in this Unilateral Undertaking in the event of a lack of response from the Council within 42 (forty two) days of the date of such request the Owner shall be entitled to construe such lack of response as deemed approval.

15 No Fettering of the Council's Discretion

15.1 Nothing contained or implied in this Unilateral Undertaking will prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions as a local planning authority and its respective rights, powers, duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if it were not a beneficiary of this Unilateral Undertaking.

16 Severance

16.1 If any provision in this Unilateral Undertaking is held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof will not in any way be deemed thereby to be affected or impaired.

17 Waiver

17.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Unilateral Undertaking will constitute a continuing waiver and no such waiver will prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner.

18 Interest

18.1 The Owner will pay interest at the rate of 2% above HSBC Bank base rate for the time being in force on any monies due under the provisions of this Unilateral Undertaking in the event of late payment for the period from the date the monies should have been paid to the date the money is received by the Council.

19 No Restriction on Further Development

19.1 Subject to Clause 19.2 nothing in this Unilateral Undertaking will be construed as affecting prohibiting or limiting any rights to develop any part of the Site in accordance with any other planning permission granted whether before or after the date of this Unilateral Undertaking by the Council or the Secretary of State or any other competent authority and/or in accordance with any permitted development rights applying from time to time.

19.2 After the date of this Agreement, if the Owner submits any application for planning permission for any development on the Site (or on land which includes the Site or any part of the Site) or any application for amendments or modifications to the Planning Permission, it shall for the avoidance of doubt, ensure that the viability appraisal (if any) submitted in support of that application assumes a benchmark land value that:

- (a) takes into account the obligations in this Unilateral Undertaking where the application is for amendments or modifications to the Planning Permission or in the case of a new application for a similar development assumes the imposition of obligations similar to those in this Unilateral Undertaking;

- (b) disregards any effect of paragraphs 3.1(a) and 3.2 to 3.7 of the Third Schedule on the value of the Affordable Housing Units and the Additional Affordable Housing Units; and
- (c) assumes that the Affordable Housing Units and the Additional Affordable Housing Units will remain as Affordable Housing in perpetuity.

20 Other Land

20.1 Nothing in this Unilateral Undertaking shall require the performance by the Owner of any obligations whatsoever in or upon over or under land outside the Site if that land is outside the ownership or control of the Owner.

21 Notices

21.1 Any notice certificate or other communication given under this Unilateral Undertaking will be in writing:

- (a) in the case of the Council to the Chief Planner at the Council's address referred to above or such other address as may be notified in writing to the Owner; and
- (b) in the case of the Owner at the address referred to above or such other address as may be notified in writing to the Council.

21.2 Any notice certificate or other communication sent by post will be deemed (in the absence of evidence of receipt) to have been delivered two (2) days after despatch and in proving the fact of despatch it should be sufficient to show that the envelope was properly addressed and posted.

- 21.3 Any notice certificate or other communication delivered personally will be deemed to have been delivered on the same day if received prior to 4.00pm but otherwise on the next Working Day thereafter.

22 Challenge Proceedings

- 22.1 In the event of Challenge Proceedings by any person other than the signatories to this Unilateral Undertaking the provisions of this Unilateral Undertaking (save for paragraph 1.1.5 of the First Schedule) shall be suspended only on the cessation of Development until such time as the final determination of the Challenge Proceedings and shall (in circumstances where the Planning Permission is quashed on such final determination) have no further force and effect.

23 Variations

- 23.1 No variation to this Unilateral Undertaking will be effective unless made by Unilateral Undertaking or pursuant to the determination of a Planning Application made under section 106A of the 1990 Act.

IN WITNESS whereof this Unilateral Undertaking has been executed by the Owner and is intended to be and is delivered on the date first above written.

THE COMMON SEAL of)
THE MAYOR AND BURGESSES)
OF THE LONDON BOROUGH OF)
BARKING AND DAGENHAM)
was hereunto affixed in the)
presence of:)


K. EATON

A Duly Authorised Officer

Minute NO: 03/06/18
Sealing NO: 40161

First Schedule

1 The Owner's Covenants and Planning Obligations

The Owner covenants with the Council to:

1.1 Notices and Financial Obligations

- 1.1.1 Serve written notice on the Council not less than 14 (fourteen) days prior to the intended Implementation of the Development (the **Implementation Notice**);
- 1.1.2 Serve written notice on the Council within 14 (fourteen) days of the date of Substantial Implementation of the Development (the **Substantial Implementation Notice**);
- 1.1.3 Serve written notice on the Council within 14 (fourteen) days of the Occupation of any part of the Development (the **Occupation Notice**);
- 1.1.4 Pay to the Council within 14 (fourteen) days after the date of Implementation of the Development the Car Club Spaces Contribution which shall be Index Linked; and
- 1.1.5 Pay the Council's professional fees of £5,000 (five thousand pounds) in two (2) parts of £2,500 (two thousand five hundred pounds) each, the first part to be sent to Development Management Team, Be First, 9th Floor, Maritime House, 1 Linton Road, Barking, IG11 8HG and the second part to be sent to Legal Services, Ground Floor, Town Hall, Town Square, Barking, IG11 7LU; both sums payable prior to completion of this Unilateral Undertaking.

1.2 Affordable Housing

1.2.1 Maximise affordable housing provision in accordance with the Third Schedule to this Unilateral Undertaking.

1.3 Private for Sale Units

1.3.1 Not to undertake any Marketing of the Private for Sale Units until the Private for Sale Marketing Strategy has been submitted to the Council for approval in writing by the Council.

1.3.2 The Council may not unreasonably delay or withhold consent to the submitted Private for Sale Marketing Strategy if it complies with the requirements set out in this Unilateral Undertaking and shall use all reasonable endeavours to give such consent within 42 (forty two) days of receipt of the Private for Sale Marketing Strategy.

1.3.3 Ensure that all head leases for the Private for Sale Units contain a provision to secure the obligation that the leaseholder shall not apply for a parking permit for any Controlled Parking Zone (CPZ) controlled by the Council which would enable any occupant of any Private for Sale Unit to park in any parking bay within any CPZ unless the occupant is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.

1.3.4 To ensure that where any individual or organisation (with the exception of an Affordable Housing Provider) buys more than two Private for Sale Units and intends to let those units to persons other than immediate family members that the individual or organisation shall provide the Council with the name address and contact details of the managing agent and ensure that the said managing agent is registered with the Association of Rental Letting Agents ('ARLA') or the National Association of Estate Agents ('NAEA').

1.4 Local Employment and Suppliers

1.4.1 Maximise opportunities for local businesses to gain contracts at the Site and for local residents to gain employment at the Site in accordance with the Employment, Skills and Suppliers Plan detailed in the Fourth Schedule to this Unilateral Undertaking.

1.5 Car Club Membership

1.5.1 For a period of two (2) years from first Occupation of each Dwelling in the Development to pay a Car Club Operator a reasonable fee for a maximum 12 (twelve) months' membership of a Car Club for any Dwelling PROVIDED THAT:

- (a) the occupant of the relevant Dwelling has made a request to the Owner to join a Car Club; and
- (b) the Car Club is at that time operating.

1.6 Travel Plan

1.6.1 Submit to the Council for its written approval a Travel Plan for each Phase of the Development, in accordance with the principles set out below. The Travel Plan shall provide as a minimum:

- (a) a timetable for the implementation of measures, identifying timescales and responsibilities for ensuring implementation;
- (b) designation of a Travel Plan co-ordinator who will be appointed by the Owner to act as co-ordinator of the Travel Plan and who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan;
- (c) a schedule of monitoring, which includes both surveys and monitoring reports to be submitted to the Council. The length of the monitoring period shall be not less than five (5) years from

the date of Occupation of the relevant Phase of the Development;

- (d) a baseline survey based on the modal split as set out in a Transport Assessment with subsequent targets to be agreed with the Council;
- (e) the methods of carrying out the surveys for the purposes of monitoring to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the modal shift;
- (f) a reasonable budget for the implementation of measures and carrying out of surveys, and a commitment to spend this budget;
- (g) the Travel Plan shall be compliant with current Council guidance on Travel Plans; and
- (h) the Travel Plan shall include targets to be approved by the Council prior to first Occupation of the relevant Phase of the Development which may include:
 - (i) Implementation of actions on-time and to an agreed quality; and
 - (ii) achieving modal split percentages.

1.6.2 The Owner will not Occupy or permit the Occupation of any Dwelling within a Phase until one of the following has occurred:

- (a) the Travel Plan for the relevant Phase of the Development has been submitted to and approved by the Council acting reasonably in writing; or
- (b) the date which is six (6) months after the date a Travel Plan is submitted to the Council; or
- (c) as otherwise agreed by the Council.

- 1.6.3 The Owner will implement and comply with the provisions of the approved Travel Plan or such revised Travel Plan as may be agreed with the Council in writing from time to time from first Occupation of a Dwelling in the relevant Phase of the Development for five (5) years and will use reasonable endeavours to meet the targets set out therein.
- 1.6.4 The Owner will monitor and review the workings of the Travel Plan on the anniversary of first Occupation of a Dwelling in the relevant Phase of the Development and thereafter on the third year and the fifth year following first Occupation and will submit details of the review in a report to the Council showing how the Travel Plan has operated and specifically how effective it has been in achieving its targets and in the event that targets as set out in the Travel Plan are not achieved identify any proposed amendments to the Travel Plan together with a plan for future actions to be implemented.
- 1.6.5 Following each review it will be open to the Council to suggest reasonable ways of improving the effectiveness of the Travel Plan and the Owner will consider and procure the implementation of such reasonable agreed improvements within a timescale to be agreed with the Council.
- 1.6.6 If the targets set out in the Travel Plan have not been met after three (3) years following first Occupation of a Dwelling in the relevant Phase of the Development then a review of the Travel Plan will be undertaken with the Council and the Owner will procure that reasonable measures agreed with the Council to improve the effectiveness of the Travel Plan are implemented and monitoring will continue with further reviews on the fifth year.

1.7 CCTV Cameras

- 1.7.1 Prior to occupation of each Phase of the Development the Owner shall submit to the Council for its written approval a CCTV Management Strategy for the relevant Phase and to implement the approved CCTV Management Strategy prior to the occupation of the relevant Phase of the Development.

1.8 Bus Services and Stops

- 1.8.1 Prior to commencement of Phase 1 of the Development the Owner shall submit to the Council's Highway Authority and Transport for London (TfL) for approval in writing a scheme which safeguards land and identifies how they would provide for the delivery of a two-way bus route along The Shaftesburys (see Plan 2 annexed at the Fifth Schedule to this Unilateral Undertaking) in accordance with timescales and costs to be agreed, including submission and approval of a scheme of associated highway works to deliver junction, carriageway and footway widening as necessary; the provision of a 6.5 metre minimum width bus gate at the junction of The Shaftesburys and Abbey Road or such approved alternative (i.e. enforcement camera); and the delivery of additional bus stops and the relocation of existing bus stops (as necessary) provided that the Owner is able to obtain all necessary consents to undertake the relocation including any consents required from Transport for London.

1.9 Traffic Measures and Assessment of Public Transport Capacity

- 1.9.1 The Owner shall carry out monitoring of local public transport capacity and patronage and submit an assessment of the same to the Council prior to Occupation of the Development.
- 1.9.2 The Owner shall pay to the Council all charges resultant on necessary traffic management orders to secure the Development.

1.10 Carbon Offsetting

1.10.1 The Development shall achieve a minimum 35% reduction in carbon emissions over Part L of the Building Regulations 2013 through on-site provisions and the remaining carbon emissions to zero carbon shall be offset in accordance with 1.10.2 below.

1.10.2 Prior to Occupation of the Final Phase of the Development to:

- (a) submit to the Council an assessment of the carbon reduction measures implemented within the Development and the figure for any Carbon Offsetting Contribution payable for the entire Development; and
- (b) pay to the Council the Carbon Offsetting Contribution (if any) and the Owner shall not Occupy the Final Phase until such payment has been made.

Second Schedule

1 The Council's Obligations

1.1 The obligations on the part of the Owner are given on the condition that:

- (a) Upon completion of this Unilateral Undertaking the Council will issue the Planning Permission in the form of the draft notice attached at the Sixth Schedule to this Unilateral Undertaking within five (5) Working Days.
- (b) That the Council will use all sums received from the Owner under the terms of this Unilateral Undertaking for purposes specified in this Unilateral Undertaking for which they are to be paid and for no other purpose within five (5) years of receipt of each sum.
- (c) That the Council will repay to a party that pays each sum any part of the sum paid that has not been spent or committed in accordance with this Unilateral Undertaking within 50 (fifty) days of the end of the five (5) year period referred to in paragraph (b) of this Second Schedule.
- (d) That the Council will provide evidence of how each sum paid has been applied to the Owner upon a written request made by the Owner provided that such a request shall not be made more than once in a six month period. The Council is to provide such written response within a reasonable period of receipt.
- (e) That the Council will consider any written requests or applications made under this Unilateral Undertaking promptly and to provide a written response within a reasonable period of receipt.

- (f) That the Council will execute a Bilateral Deed and release it for completion within 10 (ten) Working Days of receipt of an executed Bilateral Deed from the Owner.

- (g) That the Council will comply with the obligations on its part in the First Schedule and the Third Schedule.

Third Schedule

Affordable Housing and Viability Review

1. The defined terms in this Third Schedule shall have the following meanings:

"Additional Affordable Housing Scheme"

means a scheme to be prepared by the Owner and submitted to the Council in accordance with this Third Schedule detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Private for Sale Units are to be converted into Additional Affordable Housing Units and to which tenure(s);
- (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units;
- (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 7.6 of this Third Schedule applies;
- (e) ensures that no Phase will

comprise solely or substantially Private for Sale Units.

"Additional Affordable Housing Units"

means the Private for Sale Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 7 of this Third Schedule.

"Affordable Housing"

means housing including London Affordable Rented Housing, London Shared Ownership Housing and Social Rented Housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision.

"Affordable Housing Plan"

means a plan to be prepared by the Owner and submitted to the Council

in accordance with this Third Schedule detailing the Affordable Housing Units and tenure to be provided for each Phase of the Development.

"Affordable Housing Provider"

means:

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed).

"Affordable Housing Target Tenure Split"

means:

- (a) a minimum of 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented

- Housing; and
- (b) a minimum of 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing with the tenure(s) of the remaining Affordable Housing Units to be London Affordable Rented Housing.

"Affordable Housing Units"

means the Residential Units to be provided as Affordable Housing comprising not less than 42 per cent (by Habitable Room) of the Residential Units and **"Affordable Housing Unit"** shall be construed accordingly.

"Application Stage Build Costs"

means £214,983,008 being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal.

"Application Stage GDV"

means £326,443,323 being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy.

"Application Stage Viability Appraisal"

means the financial viability appraisal dated January 2018, titled Gascoigne West Financial Viability Assessment and prepared by Altair that was submitted in relation to the Application and independently assessed by the Council.

"Average Intermediate Housing Value"

means the average value of London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Mid Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner.

"Average Low Cost Rent Housing Value"

means the average value of London Affordable Rented Housing or Social Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Mid Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner.

"Average Open Market

means the average value of the

Housing Value"

Private for Sale Units floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Mid Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner.

"Build Costs"

means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs;
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and

"Charge"

- (iii) any costs arising from
Fraudulent Transactions.

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

"Chargee"

means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional 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.

"Component"

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

- (a) Private for Sale Units;
- (b) Affordable Housing Units;
- (c) Additional Affordable
Housing Units;
- (d) commercial units;

- (e) any other floorspace;
- (f) property; and
- (g) land.

"Date of Deemed Service"

means, in each instance where a Chargee has served a Default Notice under paragraph 3.2(a) of this Third Schedule:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at the Council's address referred to above (or such other address as may be notified in writing to the Chargee) during the Council's office opening hours, 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 the Council's address referred to above (or such other address as may be notified in writing to the Chargee), 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 3.2(a) of this Third Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units.

"Development Break Review Date"

means the date on which a viability review is undertaken pursuant to paragraph 9 of this Third Schedule.

"Development Viability Information"

means:

(A) in respect of Formula 1b:

(a) in respect of information submitted pursuant to paragraph 5 of this Third Schedule means:

- (i) Early Stage Review GDV; and
- (ii) Early Stage Review Build Costs;

or

(b) in respect of information submitted pursuant to paragraph 6 and 9 of this Third Schedule means:

- (i) Mid Stage Review GDV; and
- (ii) Mid Stage Review

Build Costs;

- (B) in respect of Formula 2:**
 - (i) Average Open Market Housing Value;**
 - (ii) Average Low Cost Rent Housing Value;**
and
 - (iii) Average Intermediate Housing Value;**

- (C) in respect of Formula 3:**
 - (i) Late Stage Review Actual GDV;**
 - (ii) Late Stage Review Actual Build Costs;**
 - (iii) Late Stage Review Estimated GDV; and**
 - (iv) Late Stage Review Estimated Build Costs;**
and

- (D) in respect of Formula 4:**
 - (i) Average Open Market Housing Value;**
 - (ii) Average Low Cost Rent Housing Value;**
and
 - (iii) Average Intermediate Housing Value**

and including in each case supporting evidence to the Council's reasonable satisfaction.

"Disposal"

means:

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

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

"Early Stage Review Build Costs"

means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred at the Early Stage Review Date.

"Early Stage Review Date"

means the date of the submission of the Development Viability Information pursuant to paragraph 5 of this Third Schedule.

"Early Stage Review GDV"

means the sum of

- (a) the estimated Market Value at the Early Stage Review

Date of all Components of the Development based on detailed comparable evidence; and

- (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable).

"Eligible Renter"

means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Affordable Rented Housing Unit or Social Rented Housing Unit (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report.

"Eligible Purchaser"

means a purchaser or purchasers whose Household Income at the

date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000.

"External Consultant"

means the external consultant(s) appointed by the Council to assess the Development Viability Information.

"Formula 1b"

means the formula identified as "Formula 1b" within the annex to the Third Schedule.

"Formula 2"

means the formula identified as "Formula 2" within the annex to the Third Schedule.

"Formula 3"

means the formula identified as "Formula 3" within the annex to the Third Schedule.

"Formula 4"

means the formula identified as "Formula 4" within the annex to the Third Schedule.

"Fraudulent Transaction"

means:

- (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage

Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or

- (b) a Disposal that is not an arm's length third party bona fide transaction.

"GLA"

means the Greater London Authority or any successor in statutory function.

"Habitable Room"

means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

"Household"

means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons.

"Household Income"

means:

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

"Intention Notice"

means a notice in writing served on the Chargee by the Council under paragraph 3.3 of this Third Schedule that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units.

"Intermediate Housing"

means London Shared Ownership Housing.

"Late Stage Review Actual Build Costs"

means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance.

"Late Stage Review Actual GDV"

means the sum of:

- (a) the value of all gross receipts from any Sale of a Component of the

- Development prior to the Late Stage Review Date;
- (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
- (c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b).

"Late Stage Review Cap"

means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4.

"Late Stage Review Contribution"

means a financial contribution for the provision of off-site Affordable Housing in the Council's

administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap.

"Late Stage Review Date"

means the date on which 75 per cent of the Residential Units have been Disposed.

"Late Stage Review Estimated Build Costs"

means the estimated Build Costs remaining to be incurred at the Late Stage Review Date.

"Late Stage Review Estimated GDV"

means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence.

"London Affordable Rented Housing"

means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is (including Service Charges), up to 80 per cent of local market rents.

"London Affordable Rented Housing Units"

means the Affordable Housing Units to be made available for London Affordable Rented Housing in accordance with this Third Schedule together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing.

"London Plan"

means the London Plan published in March 2016 as revised from time to time.

"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.

"London Shared Ownership Housing"

means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on

the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report and “**London Shared Ownership Lease**” and “**London Shared Ownership Lessee**” shall be construed accordingly.

“London Shared Ownership Housing Units”

means the Affordable Housing Units to be made available for London Shared Ownership Housing in accordance with the Third Schedule of this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing.

“Low Cost Rent Housing”

means Social Rented Housing, London Affordable Rented Housing or both (as the context requires).

“Market Value”

means the price at which the sale of the relevant property interest would

have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, 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.

"Mayor's Funding Guidance" means "Homes for Londoners:

Affordable Homes Programme
2016-21 Funding Guidance"
published by the Mayor of London
in November 2016 or any update or
replacement guidance.

"Mid Stage Review Date"

means:

- (a) the date of Implementation of Phase 2 in the case of the obligations in paragraph 6 of this Third Schedule; and
- (b) the date that Development Viability Information is submitted pursuant to paragraph 6 where the obligation in paragraph 9 of this Third Schedule is triggered.

"Mid Stage Review Build Costs"

means the sum of:

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred at the Mid Stage Review Date.

"Mid Stage Review GDV"

means the sum of:

- (a) the estimated Market Value at the Mid Stage Review Date of all Components of the Development based on detailed comparable evidence; and
- (b) all Public Subsidy and any

Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable).

"Moratorium Period"

means in each instance where a Chargee has served a Default Notice under paragraph 3.2(a) of this Third Schedule 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).

"Occupation Date"

means the date on which any part of the Development (or any part or phase) is first Occupied.

"Option"

means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.4 of the Third Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units.

"Private for Sale Units"

means the Residential Units which

are to be sold or let on the open market and which are not Affordable Housing Units.

"Public Subsidy"

means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development.

"Relevant Review Date"

means the Early Stage Review Date the Mid Stage Review Date the Development Break Review Date or the Late Stage Review Date (as the context requires).

"Rent Guidance"

means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation.

"Rent Standard"

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014

together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation.

"Residential Units"

means up to 850 units of residential accommodation to be provided as part of the Development comprising the Private for Sale Units and the Affordable Housing Units.

"RTA Purchaser"

means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes.

"Sale"

means:

- (a) the sale of the freehold of a Component; or
- (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent

and **"Sold"** shall be construed accordingly.

"Service Charges"

means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, or London Shared Ownership 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 London Affordable Rented Housing Unit or London Shared Ownership Housing Unit.

"Social Rented Housing"

means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents.

"Social Rented Housing Units"

means the Affordable Housing Units to be made available for Social Rented Housing in accordance with this Third Schedule together with any Additional Affordable Housing Units which are to be delivered as Social Rented Housing.

"Staircasing"

means the acquisition by a lessee of a London Shared Ownership Housing Unit of additional equity in a London Shared Ownership

Housing Unit up to a maximum of 100 per cent equity and **"Staircased"** shall be construed accordingly.

"Substantial Implementation" means the occurrence of the following in respect of the Development:

- (a) completion of all ground preparation works for Phase 1; and
- (b) completion to first floor level of the first block of Residential Units to be constructed as part of Phase 1.

"Substantial Implementation Target Date" means the date 2 years and 16 weeks from but excluding the date of grant of the Planning Permission.

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses.

"Target Rents" means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and

subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time.

"Target Return"

means profit on value of 16% as determined within the Application Stage Viability Appraisal being the blended profit of the Private for Sale Units, the Affordable Housing Units and any other Component of the Development as a percentage of gross development value.

"Working Day"

means any day except Saturday, Sunday and any bank or public holiday.

Part 1 – Affordable Housing

1 Affordable Housing Minimum and Maximum Provision

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Third Schedule.
- 1.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of the Residential Units, except at the Owner's discretion, provided that the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Target Tenure Split.

2 Affordable Housing Provision

The Owner covenants with the Council:

- 2.1 Subject to the provisions in Part 2 and 3 of this Third Schedule to provide 42% of the Dwellings (rounded down to the nearest unit) as Affordable Housing Units comprising 30% Social Rented Units, 22% London Affordable Rented Housing Units and 48% London Shared Ownership Housing Units.
- 2.2 Within six (6) calendar months of Implementation to submit the Affordable Housing Plan to the Council for its approval and following the approval to provide and make available the Affordable Housing Units in accordance with the Affordable Housing Plan.
- 2.3 Not to undertake any marketing of the Affordable Housing Units until the Affordable Housing Plan has been approved by the Council in writing.
- 2.4 To ensure that all head leases for all Affordable Housing Units contain a provision to secure the obligation that the leaseholder shall not apply for a parking permit for any Controlled Parking Zone (CPZ) controlled by the Council which would enable any occupant of any Affordable Housing Unit to park in any parking bay within any CPZ unless the occupant is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970.
- 2.5 Prior to marketing of the London Shared Ownership Housing Units submit to the Council for approval in writing a strategy prepared in consultation with the Council and Reside for marketing the London Shared Ownership Housing Units and the marketing of the London Shared Ownership Housing Units shall be carried out in accordance with the approved strategy.
- 2.6 The Owner shall not:

- (a) Occupy the Social Rented Housing Units for any purpose other than for Social Rented Housing for the lifetime of the Development;
- (b) Occupy the London Affordable Rented Housing Units for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
- (c) Occupy the London Shared Ownership Housing Units for any purpose other than for London Shared Ownership Housing for the lifetime of the Development; or
- (d) Occupy any Additional Affordable Housing for any purpose other than for Affordable Rented Housing and/or Intermediate Housing (as applicable) for the life of the Development.

3 Exclusion of Liability

3.1 The obligations and restrictions contained in paragraphs 1, 2, 4 to 12 (inclusive) and 14 of this Third Schedule shall not bind:

- (a) a Chargee who has first complied with the provisions of paragraph 3.2 to 3.8;
- (b) any RTA Purchaser;
- (c) any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a lease of a London Shared Ownership Housing Unit;
- (d) any London Shared Ownership Housing Unit where the lessee of the said London Shared Ownership Housing Unit has acquired 100 per cent of the equity in such unit through Staircasing;
- (e) any owner, lessee or occupier of a Private for Sale Unit; or

- (f) any person or body deriving title through or from any of the parties mentioned in paragraphs 3.1(a) to (e) above.

3.2 In order to benefit from the protection granted by paragraph 3.1(a) of this Third Schedule, a Chargee must:

- (a) serve a Default Notice on the Council by delivery by hand to the Council's offices at the address above (or such other address as may be notified to the Chargee in writing) during the Council's normal office hours or using first class registered post to the Council's offices at the address above (or such other address as may be notified to the Chargee by the Council in writing) in either case addressed to Chief Planner of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
- (b) when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
- (c) subject to paragraph 3.7 below, not to exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4 below.

3.3 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.

3.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

- (a) the sale and purchase will be governed by [the Standard Commercial Property Conditions (Third Edition – 2018 Revision)] (with any variations that may be agreed between the parties to the Option (acting reasonably));
- (b) the price for the sale and purchase will be agreed in accordance with paragraph 3.5(b) below or determined in accordance with paragraph 3.6 below;
- (c) provided that the purchase price has been agreed in accordance with paragraph 3.5(b) below or determined in accordance with paragraph 3.6 below, but subject to paragraph 3.4(d) below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- (d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- (e) any other terms agreed between the parties to the Option (acting reasonably).

3.5 Following the service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

- (i) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Third Schedule; and
- (ii) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

3.6 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 3.5(b)(i) above:

- (a) the Council (or its nominated substitute Affordable Housing 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;
- (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing 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 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.5(b)(i) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;

- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
- (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

3.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1, 2 and 4 to 12 of this Third Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- (c) the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

3.8 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee should act reasonably in fulfilling the requirements of paragraphs 3.1 to 3.7 of this Third Schedule (inclusive).

Part 2 – Early Stage Review, Mid Stage Review and Development Break Review

4 Early Viability Review Trigger

- 4.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 4.2 No later than five Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 4.3 Following the Owner's notification pursuant to paragraph 4.1 of this Third Schedule, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 4.4 No later than 20 Working Days after the Council receives:
- (a) notice pursuant to paragraph 4.1 of this Third Schedule; or

- (b) if the Council makes a request under paragraph 4.2 of this Third Schedule, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

4.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 4 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 4.4 of this Third Schedule that the Substantial Implementation has been achieved.

4.6 The Owner shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Owner pursuant to paragraph 4.4 of this Third Schedule that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- (b) the Council has notified the Owner pursuant to paragraph 7.4 of this Third Schedule that no Additional Affordable Housing Units are required; or
- (c) if the Council notifies the Owner pursuant to paragraph 7.4 of this Third Schedule that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 7.4 or 7.5 of this Third Schedule.

5 Submission of Development Viability Information for the Early Stage Review and Other Information

- 5.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date as determined by the Council under paragraph 4.4 of this Third Schedule or pursuant to dispute resolution in accordance with clause 10 of this Unilateral Undertaking:
- (a) the Owner shall submit the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 4.4 or 4.6 of this Third Schedule that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 1b and Formula 2;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
 - (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
 - (b) paragraphs 7 and 8 of this Third Schedule shall apply.

6. Submission of Development Viability Information for the Mid Stage Review and Other Information

6.1 Following the Mid Stage Review Date:

(a) the Owner shall submit the following information no later than 20 Working Days after the Mid Stage Review Date on the basis that the Council may make such information publicly available:

(i) the Development Viability Information for Formula 1b and Formula 2;

(ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

(iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; AND

(b) paragraphs 7 and 8 of this Third Schedule shall apply.

7. Assessment of Development Viability Information and Other Information

7.1 The Council shall assess the information submitted pursuant to paragraph 5 and paragraph 6 of this Third Schedule and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.

- 7.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 and paragraph 6 of this Third Schedule.
- 7.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.
- 7.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5 and paragraph 6 of this Third Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 7.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 7.4 of this Third Schedule.
- 7.6 If the Council's assessment pursuant to paragraph 7.4 of this Third Schedule concludes that:

- (a) a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- (b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

- 7.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 5 and paragraph 6 of this Third Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

8 Delivery of Additional Affordable Housing

- 8.1 Where it is determined pursuant to paragraph 7.4 of this Third Schedule that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 85% of the Private for Sale Units unless and until it has:

- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- (b) paid any remaining surplus profit pursuant to paragraph 7.6 of this Third Schedule to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

8.2 The Parties agree that the terms of paragraphs 2 and 3 of this Third Schedule shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

9 Development Break Viability Review

9.1 In the event that the Development stalls for a period of 12 or more months following the Substantial Implementation Date then the Owner shall before carrying out any further works provide the Council with Development Viability Information for Formula 1(b) and Formula 2 in accordance with paragraph 6 of this Third Schedule and paragraphs 7 and 8 of this Third Schedule shall apply.

9.2 Where the Development stalls for a period of 12 or more months following the Substantial Implementation Date the Owner shall not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until Development Viability Information for Formula 1(b) and Formula 2 in accordance with paragraph 6 of this Third Schedule has been submitted to the Council and the Council has notified the Owner in writing as to whether Additional Affordable Housing Units are required.

Part 3 – Late Stage Review

10 Late Stage Viability Review Trigger

10.1 The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

11 Submission of Development Viability Information and Other Information

11.1 No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 10 of this Third Schedule,

the Owner shall submit the following information on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 3 and Formula 4; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

12 Assessment of Development Viability Information and Other Information

- 12.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 11 of this Third Schedule and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.
- 12.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 11 of this Third Schedule.
- 12.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it

reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.

- 12.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 11 of this Third Schedule that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 11 of this Third Schedule or to re-submit the information required under paragraph 11 of this Third Schedule upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 12.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 11 of this Third Schedule, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 12.6 If the Council notifies the Owner pursuant to paragraph 12.5 of this Third Schedule that a Late Stage Review Contribution is required:
- (a) the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
 - (b) the Owner shall not Occupy more than 85 per cent of the Residential Units until the Late Stage Review Contribution has been paid in full to the Council.
- 12.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 11 of this Third Schedule including those of the External

Consultant within 20 Working Days of receipt of a written request for payment.

- 12.8 The Owner shall not Occupy more than 80 per cent of the Residential Units until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 12.5 of this Third Schedule.

13 Public Subsidy

- 13.1 Nothing in this Unilateral Undertaking shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Owner following the application of Formula 2 and Formula 3.

14 Monitoring

- 14.1 The Parties acknowledge and agree that as soon as reasonably practicable after each of:
- (a) the approval of the Additional Affordable Housing Scheme pursuant to paragraph 7.4 or 7.5 of this Third Schedule or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 7.4 of this Third Schedule; and
 - (b) the Council's notification pursuant to paragraph 7.5 of this Third Schedule that a Late Stage Review Contribution is required

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

- (a) the number and tenure of the Additional Affordable Housing Units (if any);

- (b) any changes in the tenure or affordability of the Affordable Housing Units;
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 7.6 of this Third Schedule; and
- (d) the amount of the Late Stage Review Contribution.

Annex to Third Schedule

FORMULA 1b (Surplus profit available for additional on-site affordable housing)

$$\text{"Surplus profit"} = ((A - B) - (C - D)) - P$$

Where:

- A =** Early Stage Review GDV (£) or the Mid Stage Review GDV (as appropriate)
- B =** Application Stage GDV (£) or where there has been an Early Stage Review B shall be the figure given as the Early Stage Review GDV in the Early Stage Review
- C =** Early Stage Review Build Costs (£) or the Mid Stage Review Build Costs (£) (as appropriate)
- D =** Application Stage Build Costs (£) or where there has been an Early Stage Review D shall be the figure given as the Early Stage Review Build Costs
- P =** $(A - B) * Y$
- Y =** Target Return (%)

Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review or where there has been an Early Stage Review (A – B) represents the change in GDV from the Early Stage Review to the date of the review.

(C – D) represents the change in build costs from the date of planning permission to the date of review or where there has been an Early Stage Review (C - D) represents the change in build costs from the Early Stage Review to the date of the review.

P represents developer profit on change in GDV.

FORMULA 2 (Additional affordable housing)

X = Additional London Affordable Rented Housing / Social Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional London Shared Ownership Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

- A** = Average Open Market Housing Value (£ per m²)
- B** = Average Low Cost Rent Housing Value (£ per m²)
- C** = Average Intermediate Housing Value (£ per m²)
- D** = Average Habitable Room size for the Development being [●]¹ m²
- E** = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)
- F** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (%)²
- G** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)³

Notes:

(A – B) represents the difference in average value of market housing per m² and average value of Social Rented Housing and London Affordable Rented Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of London Shared Ownership Housing per m² (£).

(E * F) represents the surplus profit to be used for Low Cost Rent Housing (£).

¹ Insert figure.

² To be determined with reference to the Council's Local Plan policy tenure split

³ To be determined with reference to the Council's Local Plan policy tenure split

$(E * G)$ represents the surplus profit to be used for Intermediate Housing (£).

$(E * F) \div (A - B)$ represents the additional Low Cost Rent Housing requirement (m^2).

$(E * G) \div (A - C)$ represents the additional Intermediate Housing requirement (m^2).

FORMULA 3 (Surplus profit available for affordable housing contribution)

X = Late Stage Review Contribution

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C =

- Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 5 of the Third Schedule; or
- Early Stage Review GDV (£) as determined by the Council pursuant to paragraph 7.4 of the Third Schedule, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 5 of the Third Schedule

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F =

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph 5 of the Third Schedule; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph 7.4 of the Third Schedule, where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph 5 of the Third Schedule

P = (A + B - C) * Y

Y = Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

(D + E - F) represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.

FORMULA 4

X = Late Stage Review Cap

$$X = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

Where:

A = Average Open Market Housing Value (£)

B = Average Low Cost Rent Housing Value (£)

C = Average Intermediate Housing Value (£)

D = [●]⁴ m², being the average Habitable Room size for the Development

E =

- [●]⁵ Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 7.4 of the Third Schedule; or
- [●]⁶ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 7.4 of the Third Schedule,

being the shortfall in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

F =

- [●]⁷ Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 7.4 of the Third Schedule; or
- [●]⁸ Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 7.4 of the Third Schedule,

⁴ Insert figure.

⁵ Insert figure for the shortfall at application stage in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

⁶ To be determined following the Early Stage Review where additional Low Cost Rent Housing was provided as part of the Early Stage Review.

⁷ Insert figure for the shortfall at application stage in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

⁸ To be determined following the Early Stage Review where additional Intermediate Housing was provided as part of the Early Stage Review.

being the shortfall in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

Fourth Schedule

Employment, Skills and Suppliers Plan

1. The Owner will ensure that where vacancies arise during the course of Development these will be offered to the residents of the London Borough of Barking and Dagenham. The Owner will also ensure, wherever practicable, vacancies arising among any sub-contractors they may use on this Development and who would be working on this Development, are offered in the first instance to residents of the London Borough of Barking and Dagenham. This will be done in conjunction with the Employment and Skills Group of the Council.
2. The Owner will ensure that at least 25% of people working on the Development will be drawn from the residents of Barking and Dagenham. This requirement applies to the Owner, their contractors and any sub-contractors on the Development. For the avoidance of doubt, jobs are normally defined as lasting at least 13 weeks.
3. The Owner will work with the Council's services or its nominees to facilitate the achievement of these two clauses.
4. The Owner will, six months before the beginning of the Development present an Employment and Skills Plan to the Council, detailing the number of apprentices, work placements and short courses that will be provided through the lifetime of the Development. This will be done with reference to the minimum outcomes set out in guidance issued by the National Skills Academy for Construction which the Owner will meet or exceed. The Employment and Skills Plan may be cascaded to contractors and sub-contractors but remains the obligation of the Owner.

5. The Owner will return to the Council information detailing progress on all of the issues in the clauses above. This will be done monthly for the first three months and quarterly thereafter.
6. The Owner will aim to source as many goods and services required for the Development from within the London Borough of Barking and Dagenham, with an aim that this shall represent a minimum of 25% of goods and services required for the Development. The Owner will ensure that companies operating within the Borough will be given a genuine opportunity to tender for work arising from the Development. The Owner will require that its sub-contractors provide genuine opportunities for companies within the Borough to tender for goods and services required for the Development.
7. The Owner will require its sub-contractors to supply the names of companies within the Borough that have been invited to tender together with the reasons, if unsuccessful, for non-selection. The contractor will require its sub-contractors to supply the names of successful tenderers together with post-codes and values of contracts awarded. This will be done monthly for the first three months and quarterly thereafter.
8. The Owner will provide as part of the normal reporting cycle for the Development, details of the information supplied by the sub-contractors.
9. The Owner undertakes that in the operational use of the Development and insofar as is practicable, that local residents are employed. To this end, the partner will notify all vacancies to the Council's Employment and Skills Team together with job descriptions. For its part, the Council undertakes to supply to the partner suitably qualified candidates at no charge. The partner will supply the Employment and Skills Team with job descriptions and a named contact three months before becoming operational.

10. Nothing in these clauses will require the contractor or its sub-contractors to select any company on anything other than that company meeting the quality and commercial needs of the contractor or its sub-contractors.

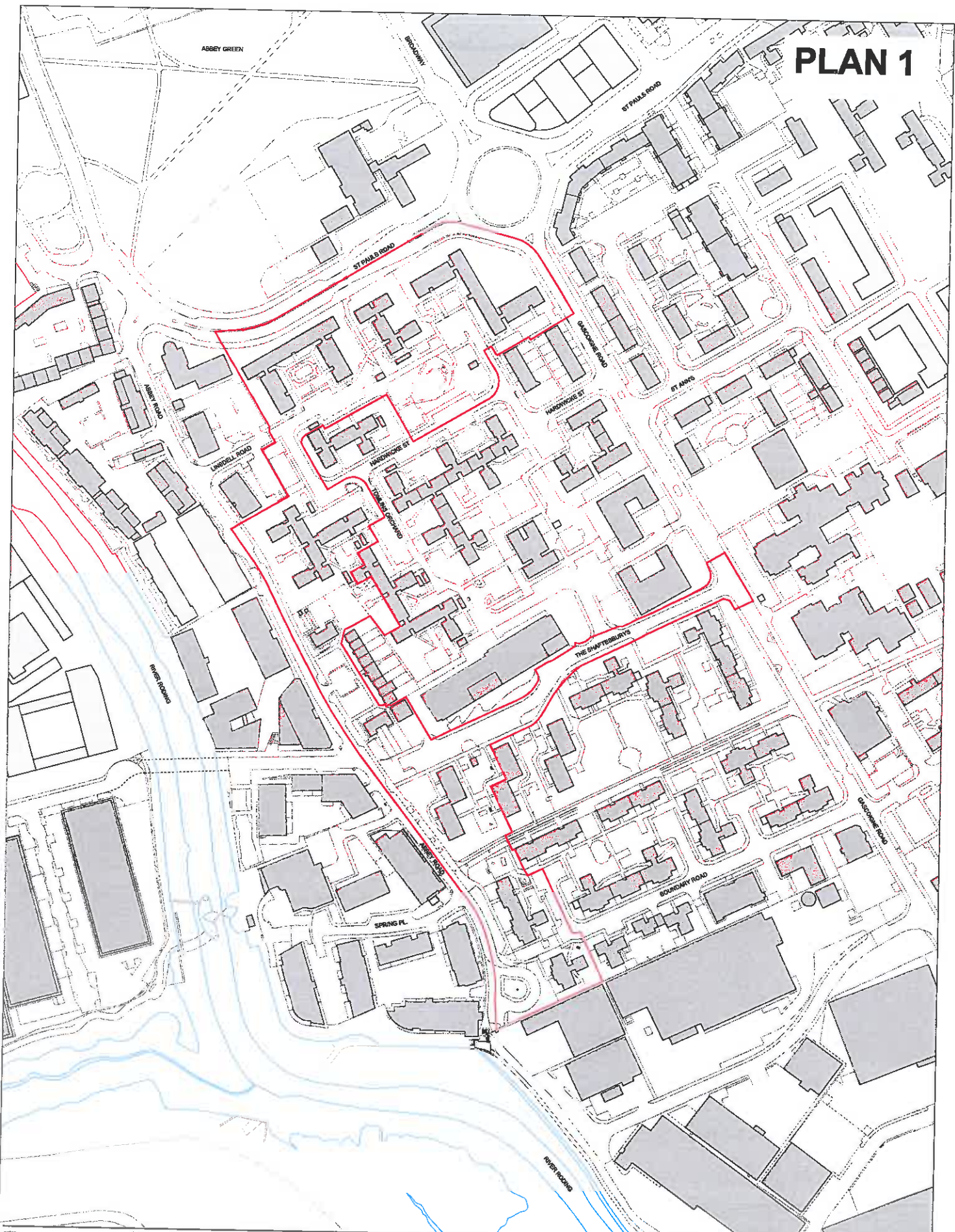
Fifth Schedule – Plans

Plan 1 - The Site Plan

**Plan 2 - Indicative Plan of a two-way bus route along
The Shaftesburys**

Plan 3 – Indicative Phasing Plan

PLAN 1



notes
 Copyright: the copyright of this drawing is vested in Fraser Brown MacKenzie Architects Ltd. It shall not be used without permission by anyone for any purpose. Do not scale drawings - use figured dimensions only. All dimensions to be verified and checked on site. Read the drawing in conjunction with all related drawings and specifications. Notify architect immediately of any discrepancies found thereon.

drawing notes
 APPLICATION BOUNDARY



Site Area = 34,944m² (3.49 hectares)

REV / BY / CHKD / DATE / AMENDMENT DETAILS





project
Gascoigne West Barking - Phase 1
 London E15
 client
London Borough of Barking and Dagenham
 10 St Pauls Church Lane, Barking, Essex, UK
 T: 020 7251 0543

drawing title
Section 106 Plan 1 Site Location Plan
 drawing type
PLANNING
 scale
 1:10000 A1
 drawn by
 LJA
 checked by
 FDB
 date
 18.11.18
 drawing number
1076 | P | 10500 | -

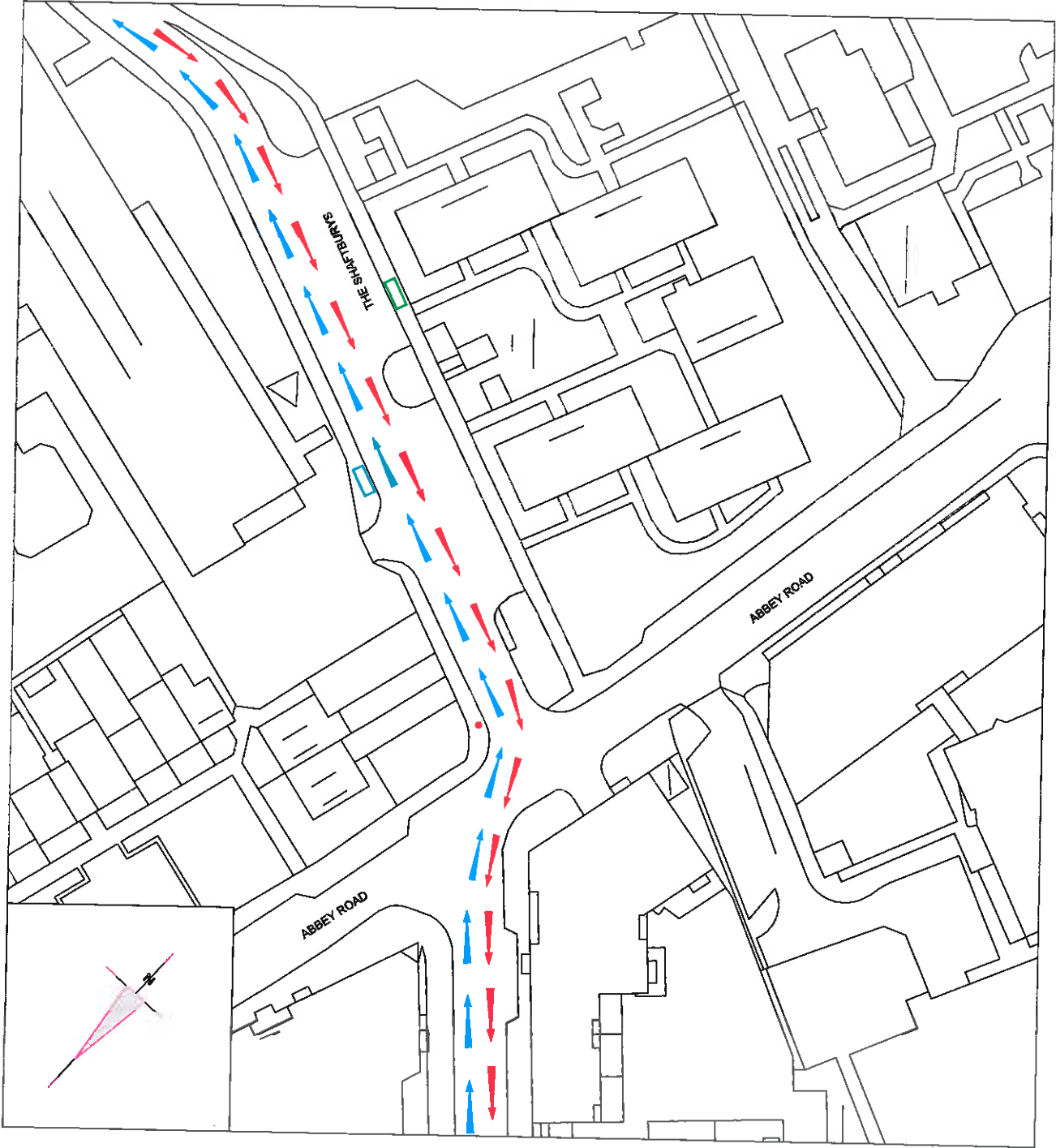



PLAN NUMBER TWO

LEGEND

-  PROPOSED EAST TO WEST BUS ROUTE
-  PROPOSED WEST TO EAST BUS ROUTE
-  PROPOSED BUS STOP LOCATION
-  PROPOSED ENFORCEMENT CAMERA

NOTE:
CARRIAGEWAY WIDTH MINIMUM 6.5m



Rev.	Amendment	Date
		
<small>WORKING ON BEHALF OF THE LONDON SCHOOLS OF BARRING & DAGENHAM 8th FLOOR MARITIME HOUSE BARRING, ESSEX, SS11 8HG www.be-first.com</small>		
Scheme ABBEE ROAD / THE SHAFTBURYS PROPOSED BUS ROUTE		
Title LOCATION PLAN SHOWING BUS ROUTE PLAN No. 2		
Drawn	R WYBROW	Checked
Scale	NTS	Date
		NOV 2018
Job No.	TBA	Drawing No.
		001

Sixth Schedule

Draft Planning Permission

Application No. 17/00977/OUT

**TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING (DEVELOPMENT MANAGEMENT
PROCEDURE) (England) ORDER 2015**

To: LBBB - Regeneration
c/o Icen Projects Limited
114 - 116 Charing Cross Road
London
WC2H 0JR
FAO: Ms J Radford

In pursuance of the powers exercised by them as Local Planning Authority, the Council of the London Borough of Barking and Dagenham, having considered your application to carry out the following development:-

Application for outline planning permission (with all matters reserved):
Demolition of existing buildings and structures and construction of a maximum of 850 residential dwellings (Use Class C3 (dwellinghouses)); up to 350 square metres of flexible commercial/community floorspace (Use Classes A1, A2, A3, D1, D2) (GEA); with associated means of access, car parking, landscaping, service infrastructure including an energy centre and associated works.

At Gascoigne Estate West Abbey Road Barking Essex

In accordance with the drawing(s) accompanying the said application, do hereby give notice of their decision to **GRANT PERMISSION** for the said development, subject to the following condition(s):-

1) Definition of Development Parcels

"Development Parcels" means the Development Parcels identified on drawing reference 933_P_0502. The Development Parcels identified on this drawing are:

Development Parcel 1, Development Parcel 2, Development Parcel 3, Development Parcel 4, Development Parcel 5, Development Parcel 6a, Development Parcel 6b and Development Parcel 7.

2) Reserved Matters to be Submitted

Approval of the details of the access, appearance, landscaping, layout and scale of the proposed development (hereinafter called "the reserved matters") shall be obtained from the Local Planning Authority in writing before any development begins (excluding demolition) and the development shall not be carried out except in accordance with the details so approved.

Reason:

The application is in outline only and these details remain to be submitted and approved.

3) Timing of Reserved Matters Submission

The applications for approval of the reserved matters shall be made to the Local Planning Authority before the expiration of seven years from the date of this outline permission.

Reason:

To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

4) Timing of Reserved Matters Commencement

The development hereby permitted shall be begun before the expiration of two years from the date of approval of the last of the reserved matters to be approved.

Reason:

To comply with Section 92 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

5) Approved Parameter Plans

The development hereby permitted shall be completed in accordance with the following submitted Parameter Plans, unless otherwise agreed in writing with the Local Planning Authority:

Parameter Plan 933_P_0500;
Parameter Plan 933_P_0501;
Parameter Plan 933_P_0502;
Parameter Plan 933_P_0503;
Parameter Plan 933_P_0504;
Parameter Plan 933_P_0505 Rev A;
Parameter Plan 933_P_0506 Rev A;
Parameter Plan 933_P_0507;

all prepared by Fraser Brown MacKenna Architects.

Reason:

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

6) Phasing Plan

No development shall take place until a phasing plan showing how the development will be implemented in a comprehensive manner has been submitted to and approved in writing by the Local Planning Authority. The development shall then be implemented only in accordance with the approved phasing plan.

Reason:

The phasing plan is required prior to commencement of development to allow the community infrastructure levy (CIL) liability to be calculated for each phase and for any relief to be determined.

7) In accordance with the Design Code, Design and Access Statement and Landscape Design Statement

Each application for reserved matters consent must include a statement to demonstrate compliance with the Design Code (Revision A, September 2017) and the principles of the Design and Access Statement (June 2017) both prepared by Fraser Brown MacKenna Architects and the principles of the Landscape Design Statement (June 2017) prepared by Davis Landscape Architecture.

Reason:

To ensure that the scheme is implemented in accordance with the principles and parameters established by this permission, in order to secure an exemplar development and in accordance with policies 7.1, 7.4 and 7.6 of the London Plan, policy CP3 of the Core Strategy and policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

8) Construction Working Hours

Demolition and construction work and associated activities, other than internal works not audible outside the site boundary, are only to be carried out between the hours of 08:00 and 18:00 Monday to Friday and 08:00 and 13:00 Saturday, with no work on Sundays or public holidays without the prior written permission of the Local Planning Authority. Driven piling or ground improvement work which will generate perceptible off-site ground borne vibration is only to be carried out between the hours of 08.00 and 18.00 Monday to Friday.

Reason:

To ensure that the proposed demolition and construction work does not cause nuisance and disturbance to neighbouring occupiers and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

9) Construction Environmental Management Plan (CEMP)

No development shall commence in a Development Parcel until a Construction Environmental Management Plan (CEMP) and a Site Waste Management Plan (SWMP) for the relevant Development Parcel has been submitted to and approved in writing by the Local Planning Authority. These plans shall incorporate details of:

- a) the parking of vehicles of site operatives and visitors;
- b) loading and unloading of plant and materials;
- c) storage of plant and materials used in constructing the development;
- d) the erection and maintenance of security hoarding(s) including decorative displays and facilities for public viewing, where appropriate;
- e) wheel washing facilities;
- f) measures to control the emission of dust, dirt and emissions to air during construction; such measures to accord with the guidance provided in the document "The Control of Dust and Emissions during construction and demolition", Mayor of

London, July 2014; including but not confined to, non-road mobile machinery (NRMM) requirements;

- g) a scheme for recycling/disposing of waste resulting from demolition and construction works;
- h) the use of efficient construction materials;
- i) methods to minimise waste, to encourage re-use, recovery and recycling, and sourcing of materials; and
- j) a nominated Developer/Resident Liaison Representative with an address and contact telephone number to be circulated to those residents consulted on the application by the developer's representatives. This person will act as first point of contact for residents who have any problems or questions related to the ongoing development.

Demolition and construction work and associated activities are to be carried out in accordance with the recommendations contained within British Standard 5228:2009, "Code of practice for noise and vibration control on construction and open sites", Parts 1 and 2.

The approved CEMP and SWMP shall be implemented for the entire period of the construction works at the site, to the satisfaction of the Local Planning Authority.

Reason:

The CEMP and SWMP are required prior to commencement of development in a Development Parcel in order to reduce the environmental impact of the construction phase and the impact on the amenities of neighbouring residents, and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

10) Construction Logistics Plan

No development shall commence in a Development Parcel (excluding demolition) until a Construction Logistics Plan for the relevant Development Parcel has been submitted to and approved in writing by the Local Planning Authority. The Plan shall be designed to minimise deliveries of materials and export of any waste materials within the times of peak traffic congestion on the local road network. The Plan shall be implemented in accordance with the approved details and thereafter maintained.

Reason:

The Construction Logistics Plan is required prior to commencement of development in a Development Parcel in order to minimise the impact of construction on the free flow of traffic on the local highway network and in the interests of highway safety, and in accordance with policy BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.3 of the London Plan.

11) Access to Phases

No development shall take place in a Phase of the development (pursuant to the phasing approved in respect of condition 6) until detailed drawings showing the following in respect of the relevant Phase have been submitted to and approved in writing by the Local Planning Authority:

- (a) access through the site during works and upon completion of works in relation to

any phasing, including the connections with any completed phases, and connections to the surrounding area and its network of cycle paths and footpaths; and

(b) any temporary works, including any boundary treatment around later phases.

Provisions for pedestrians shall be fully accessible to all including people with disabilities. The development shall only be implemented in line with the approved details and shall be maintained thereafter.

Reason:

Access arrangements must be identified prior to the commencement of development to ensure an inclusive environment in accordance with policy CP3 of the Core Strategy and policy BP11 of the Borough Wide Development Policies Development Plan Document.

12) Investigation and Risk Assessment

No development shall commence in a Development Parcel (with the exception of demolition to existing ground level only) until an investigation and risk assessment for the relevant Development Parcel, in addition to any assessment provided with the planning application, has been completed in accordance with a scheme to assess the nature and extent of any contamination on the site, whether or not it originates on the site. The contents of the scheme are subject to the approval in writing of the Local Planning Authority. The investigation and risk assessment must be undertaken by competent persons and a written report of the findings must be produced. The written report is subject to the approval in writing of the Local Planning Authority. The report of the findings must include:

- (i) a survey of the extent, scale and nature of contamination;
- (ii) an assessment of the potential risks to human health; property (existing or proposed) including buildings, crops, livestock, pets, woodland and service lines and pipes; adjoining land; groundwaters and surface waters; ecological systems; archaeological sites and ancient monuments; and
- (iii) an appraisal of remedial options, and proposal of the preferred option(s).

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

13) Remediation Scheme

No development shall commence in a Development Parcel (with the exception of demolition to existing ground level only) until a detailed remediation scheme for the relevant Development Parcel, to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment, has been prepared and submitted to the Local Planning Authority for approval in writing. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

14) Implementation and Verification of Remediation

The approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development in the relevant Development Parcel, other than that required to carry out remediation and excluding demolition to existing ground level only, unless otherwise agreed in writing by the Local Planning Authority. The Local Planning Authority must be given two weeks written notification of commencement of the remediation scheme works.

Following completion of measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority.

15) Unexpected Contamination

In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with the requirements of Condition 12, and where remediation is necessary a remediation scheme must be prepared in accordance with the requirements of Condition 13, which is subject to the approval in writing of the Local Planning Authority. Following completion of measures identified in the approved remediation scheme a verification report must be prepared, which is subject to the approval in writing of the Local Planning Authority.

Reason for Conditions 12 to 15: Contamination must be identified prior to commencement of development in a Development Parcel, excluding demolition to existing ground level only, 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 policy BR5 of the Borough Wide Development Policies Development Plan Document and policy 5.21 of the London Plan.

16) Archaeology - Written Scheme of Investigation

A) No demolition or development shall commence in a Development Parcel until a stage 1 archaeological written scheme of investigation (WSI) for the relevant Development Parcel has been submitted to and approved in writing by the Local Planning Authority. For land that is included within the WSI, no demolition or development shall commence other than in accordance with the agreed WSI, the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works.

B) If heritage assets of archaeological interest are identified in the stage 1 WSI then those parts of the site which have archaeological interest shall be subject to a stage 2 WSI which shall be submitted to and approved in writing by the Local Planning Authority. For land that is included within the stage 2 WSI, no demolition or development shall commence other than in accordance with the agreed stage 2 WSI

which shall include:

- i) The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works; and
- ii) The programme for post-investigation assessment and subsequent analysis, publication and dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI.

Reason:

Heritage assets of archaeological interest may survive on the site. The Local Planning Authority wishes to secure appropriate archaeological investigation prior to commencement of development in a Development Parcel, followed by the publication of results, in accordance with policies BP2 and BP3 of the Borough Wide Development Policies Development Plan Document.

17) London City Airport

No construction works such as cranes or scaffolding above the height of the planned development shall be erected on site unless a construction methodology statement and details of their use in relation to the location, maximum operating height and duration have been submitted to and approved in writing by the Local Planning Authority, in consultation with London City Airport.

Reason:

To ensure that construction activities will not adversely affect the operation of London City Airport.

18) Building Regulations M4 (1), M4 (2) and M4 (3)

Ten percent (10%) of the residential units hereby permitted shall meet Building Regulations Approved Document M Volume 1 (2015 Edition) M4(3) 'wheelchair adaptable dwellings'. The remaining residential units shall meet Building Regulations Approved Document M Volume 1 (2015 Edition) M4(2) 'accessible and adaptable dwellings', with the exception of those ground floor residential units which are designed with external stairs to mitigate against potential flooding which shall meet Building Regulations Approved Document M Volume 1 (2015 Edition) M4(1) 'visitable dwellings'. Evidence of compliance shall be notified to the building control body appointed for the development in the appropriate Full Plans Application, or Building Notice, or Initial Notice to enable the building control body to check compliance.

Reason:

To ensure that sufficient accessible housing is provided in accordance with policy BC2 of the Borough Wide Development Policies Development Plan Document and policy 3.8 of the London Plan.

19) Accessibility and Management Plan - Residential

No residential development shall take place in a Development Parcel until a detailed accessibility statement and management plan (including a programme for

implementation) for the relevant Development Parcel is submitted outlining those measures proposed to ensure an accessible and inclusive environment, both internally and externally, including but not limited to, pedestrian routes, lift specifications, accessible toilet provision, access points and crossings along with blue badge spaces. Such a statement is to be approved in writing by the Local Planning Authority. The development shall not be carried out otherwise than in accordance with the approved details.

Reason:

Access arrangements must be identified prior to the commencement of development to ensure an inclusive environment in accordance with policy CP3 of the Core Strategy and policy BP11 of the Borough Wide Development Policies Development Plan Document.

20) Security Management Scheme

A Development Parcel shall not be occupied until a security management scheme for the relevant Development Parcel, including, for example, details of CCTV, concierge services, door entry systems and car park security, has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to occupation of the relevant Development Parcel and maintained thereafter.

Reason:

In order to provide a safe and secure development, in accordance with policy CP3 of the Core Strategy and policies BC7 and BP11 of the Borough Wide Development Policies Development Plan Document.

21) External Lighting

A Development Parcel shall not be occupied until an external lighting scheme for the relevant Development Parcel, including any lighting of the building(s) in that Development Parcel, has been submitted to and approved in writing by the Local Planning Authority. The external lighting shall be designed, installed and maintained so as to fully comply with The Association of Chief Police Officers Secured by Design publication "Lighting Against Crime - A Guide for Crime Reduction Professionals", ACPO SPD, January 2011. The design shall satisfy criteria to limit obtrusive light presented in Table 1, p25 of the guide, relating to Environmental Zone E3 - medium district brightness areas. The scheme should seek to minimise upwards light and obtrusive light and avoid light spill onto trees, hedges, bird and bat boxes and green roofs. Lighting should be designed in accordance with the Bat Conservation Trust's guidance 'Bats and Lighting in the UK' or their latest advice. The approved scheme shall be implemented prior to occupation of the relevant Development Parcel and maintained thereafter.

Reason:

In the interests of security and safety, to avoid light pollution and safeguard neighbouring amenity and in accordance with policies BC7 and BP11 of the Borough Wide Development Policies Development Plan Document.

22) Communal Television and Satellite System

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

Reason:

To safeguard the external appearance of the buildings in accordance with policy CP3 of the Core Strategy and policies BP2 and BP11 of the Borough Wide Development Policies Development Plan Document.

23) Boundary Treatment

Prior to occupation of a Development Parcel, details of all boundary fences, walls, railings, gates and other boundary treatment for the relevant Development Parcel shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to occupation of the relevant Development Parcel and thereafter permanently retained unless the Local Planning Authority gives prior written approval to their removal.

Reason:

To ensure the satisfactory means of enclosure for the proposed development in the interests of the visual amenity of the area and to accord with policy CP3 of the Core Strategy and policy BP11 of the Borough Wide Development Policies Development Plan Document.

24) Arboricultural Method Statement

No development shall commence in a Development Parcel until an Arboricultural Method Statement for the relevant Development Parcel has been submitted to the Local Planning Authority for approval in writing detailing the work on and around the existing trees. The Method Statement should set out the works intended regarding the removal of trees and the operations of excavation alongside the remaining ones, specifying the distance in metres from the tree that the nearest excavation point is and whether or not it is inside the tree canopy. If any excavation is required within the tree canopy then details of the root-sensitive excavation techniques should be submitted.

Reason:

The Arboricultural Method Statement is required prior to commencement of development in a Development Parcel in order to ensure the safety and well-being of the trees on the site that are to remain after building works are completed, and in accordance with policies BR3 and BP11 of the Borough Wide Development Policies Development Plan Document.

25) Protection of Trees

All retained trees (including any trees adjacent to the site or affected by highways works or transportation of material but outside the development boundary) must be protected in accordance with British Standard 5837:2012, 'Trees in relation to design, demolition and construction'.

Reason:

In order to ensure the safety and well-being of nearby trees and trees on the site that are to remain after building works are completed, and in accordance with policies BR3 and BP11 of the Borough Wide Development Policies Development Plan Document.

26) Vegetation Clearance

There shall be no vegetation clearance or tree works during the bird breeding season (February to September). If this is not possible the vegetation should be surveyed immediately prior to removal by a suitably qualified ecologist. If active nests/nesting birds are present, the relevant works must be delayed until the chicks have left the nest. If nesting birds are found, a strategy to protect them must be submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason:

In order to preserve and enhance the Borough's natural environment and to comply with policy CR2 of the Core Strategy, policy BR3 of the Borough Wide Development Policies Development Plan Document and policy 7.19 of the London Plan.

27) Bird Nesting and Bat Roosts

No above ground new development shall commence in a Development Parcel until details of bird nesting and bat roosting bricks/boxes to be incorporated into the structure of the new building(s) or roof space in the relevant Development Parcel have been submitted to and approved in writing by the Local Planning Authority. The details shall accord with the advice set out in 'Biodiversity for Low and Zero Carbon Buildings: A Technical Guide for New Build' (Published by RIBA, March 2010). Bird nest boxes/bricks should be provided for swifts, starlings and house sparrows. Additional bird and bat boxes should be identified on suitable trees. The approved scheme shall be implemented prior to occupation of the relevant Development Parcel and permanently retained thereafter.

Reason:

In order to preserve and enhance the Borough's natural environment and to comply with policy CR2 of the Core Strategy, policy BR3 of the Borough Wide Development Policies Development Plan Document and policy 7.19 of the London Plan.

28) Green Roofs

No above ground new development shall commence in a Development Parcel until a detailed scheme for the provision and maintenance of any green roofs to be provided in the relevant Development Parcel has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented to the satisfaction of the Local Planning Authority prior to occupation of the relevant Development Parcel. Green roofs shall comprise a minimum substrate depth of 125mm and only native plants of local provenance shall be used. The design should include appropriate substrates, bare patches and log piles.

Reason:

To protect and enhance the biodiversity of the site and contribute towards sustainable drainage in accordance policy CR2 of the Core Strategy, policy BR3 of the Borough

Wide Development Policies Development Plan Document and policy 7.19 of the London Plan.

29) In Accordance with Preliminary Ecological Appraisal

The development shall be constructed in accordance with the recommendations in the Preliminary Ecological Appraisal, Version 1, dated 2 September 2016 prepared by The Ecology Consultancy.

Reason:

In order to preserve and enhance the Borough's natural environment and to comply with policy CR2 of the Core Strategy, policy BR3 of the Borough Wide Development Policies Development Plan Document and policy 7.19 of the London Plan.

30) Pre-demolition Bat Surveys

Prior to demolition of existing buildings 4, 5, 6, 7, 8, 9, 10, 11 and 13, as identified in Appendix 1 of the submitted Preliminary Roost Assessment dated 24 October 2016 prepared by The Ecology Consultancy, pre-demolition bat surveys shall be carried out in accordance with the survey recommendations at paragraphs 5.3 and 5.4 of the Preliminary Roost Assessment.

Reason:

To protect the ecology of the area in accordance with policy CR2 of the Core Strategy.

31) In accordance with Preliminary Bat Roost Assessment

The development shall be constructed in accordance with the recommendations in the submitted Preliminary Roost Assessment dated 24 October 2016 prepared by The Ecology Consultancy in order to keep intact the important bat commuting path along the west of the site.

Reason:

To protect the ecology of the area in accordance with policy CR2 of the Core Strategy.

32) Landscape Replacement

Any plants, shrubs or trees required as part of the implementation of the landscaping reserved matter for any Phase of the development (pursuant to the phasing approved in respect of condition 6) that die or are removed, damaged or become diseased within a period of FIVE years from the substantial completion of the relevant Phase of the development shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

Reason:

In the interest of design quality, residential amenity, public safety and biodiversity, in accordance with policy CP3 of the Core Strategy and policy BR3 of the Borough Wide Development Policies Development Plan Document.

33) Parking

No above ground new development shall commence in a Development Parcel until a detailed scheme for the provision of any car parking in the relevant Development Parcel, including those located on adopted roads and in unadopted areas, has been submitted to and approved in writing by the Local Planning Authority. The submission shall include details of the car parking layout, allocation and management of the car parking spaces, accessible car parking spaces, electric vehicle charging points and passive provision for electric vehicles. The scheme shall ensure that at least 20% of all parking spaces are for electric vehicles with an additional 20% passive provision for future use and that a minimum of 10% of car parking spaces are accessible and clearly marked with a British Standard disabled symbol. The approved details shall be implemented prior to occupation of the relevant Development Parcel and shall be permanently retained thereafter.

Reason:

To ensure that sufficient parking is provided and not to prejudice the free flow of traffic or conditions of general safety along the adjoining highway, in order to encourage the use of electric cars as a sustainable mode of transport and to ensure and promote easier access for disabled persons, in accordance with policy 6.13 of the London Plan and policies BC2, BR9 and BR10 of the Borough Wide Development Policies Development Plan Document.

34) Delivery and Servicing Plan

Prior to occupation of a Development Parcel a Delivery and Servicing Plan for the relevant Development Parcel shall be submitted to and approved in writing by the Local Planning Authority in conjunction with Transport for London (TfL). The Plan shall identify efficiencies and sustainability measures to be undertaken once the development is operational and should incorporate details of deliveries to the site and servicing arrangements, including the size of vehicles, routing and tracking of vehicles and times of deliveries and servicing. The approved Plan shall be implemented prior to the occupation of the relevant Development Parcel and adhered to thereafter.

Reason:

In order to minimise the impact of the development on the local highway network and traffic congestion and in accordance with policy BR10 of the Borough Wide Development Policies Development Plan Document and policy 6.3 of the London Plan.

35) Cycle Parking

No above ground new development shall commence in a Development Parcel until details of cycle parking for the relevant Development Parcel, including its appearance, location and the means of secure storage proposed, have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be implemented in accordance with the approved details prior to the occupation of the relevant Development Parcel and shall be permanently retained thereafter and used for no other purpose.

Reason:

In the interests of promoting cycling as a safe, efficient and non-polluting mode of transport and in accordance with policy BR11 of the Borough Wide Development

Policies Development Plan Document and policy 6.9 of the London Plan.

36) Flood Risk

The development hereby permitted shall be carried out in accordance with the approved Flood Risk Assessment compiled by Three Counties Flood Risk Assessment dated May 2017.

Reason:

To prevent the increased risk of flooding in accordance with policy CR4 of the Core Strategy and policy BR4 of the Borough Wide Development Policies Development Plan Document.

37) Surface Water Drainage Scheme

No development (excluding demolition) shall commence in a Development Parcel until details of the design of a surface water drainage scheme for the relevant Development Parcel have been submitted to and approved in writing by the Local Planning Authority. The details shall include:

- a. A design that is compliant with the national Non-Statutory Technical Standards for SuDS, National Planning Policy Framework and Ministerial Statement on SuDS.
- b. Evidence that the proposed solution will effectively manage the 1 in 30 and 1 in 100 +CC% allowance for climate change storm events during all stages of the development (pre, post and during), with discharge rates being restricted as close to greenfield runoff rates as is reasonably practical.
- c. Details of management and maintenance regimes and responsibilities.
- d. A construction phase plan detailing how the drainage elements will be protected during construction.
- e. Long and cross sections of each SuDS element.
- f. A finalised drainage layout plan that details pipe levels, diameters and asset locations.

Reason:

The drainage scheme is required prior to commencement of development in a Development Parcel in order to reduce the risk of flooding and in accordance with policy BR4 of the Borough Wide Development Policies Development Plan Document and policy 5.13 of the London Plan.

38) Flood Resilient Design for Basement Car Parks

No development shall commence in a Development Parcel until details of the flood resilient design for all basement car parks in the relevant Development Parcel has been submitted to and approved in writing by the Local Planning Authority. Basements within the modelled tidal breach zone should be protected with a continuous secondary fixed flood defence and must have internal access to a level 0.3 metres above the 1 in 100 annual probability fluvial flood level or 1 in 200 annual probability tidal flood with an allowance for climate change, in line with the requirements of the Borough's Strategic Flood Risk Assessment. In addition, the basements should have adequate mitigation measures such as non-return valves or pumped sewage devices to prevent back-flows from the system occurring during sewer flooding.

Reason:

The details are required prior to commencement of development in a Development Parcel in order to ensure the basement car park design is resilient to flood risk in the event of a breach of the tidal defences and in accordance with policy BR4 of the Borough Wide Development Policies Development Plan Document and policy 5.13 of the London Plan.

39) Oil Interceptors

No development shall take place in a Development Parcel until details of petrol and oil interceptors for all car parking, servicing and loading areas in the relevant Development Parcel have been submitted to and approved in writing by the Local Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the Development Parcel is occupied.

Reason:

Oil interceptors must be identified prior to the commencement of development to prevent pollution of the water environment in accordance with policy BR4 of the Borough Wide Development Policies Development Plan Document.

40) Piling

No piling shall take place in a Development Parcel until a piling method statement for the relevant Development Parcel, detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works, has been submitted to and approved in writing by the Local Planning Authority in consultation with Thames Water. Any piling within a Development Parcel must be undertaken in accordance with the terms of the approved piling method statement for the relevant Development Parcel.

Reason:

Piling methodology must be identified prior to the commencement of development as it has the potential to impact on local underground sewerage utility infrastructure.

41) Piling Vibration

If piling or other ground improvement work is undertaken pursuant to this permission then the 95% level of vibration attributable to these activities shall not exceed a peak particle velocity of 1.5mm/sec when measured at the point of entry to any adjoining residential development. In the event of reasonable complaint of vibration nuisance and at the request of the Local Planning Authority monitoring to evaluate compliance with this condition is to be carried out and the results submitted to the Local Planning Authority.

Reason:

In order to reduce the impact of construction on the amenities of neighbouring residents, and in accordance with policy BP8 of the Borough Wide Development Policies Development Plan Document.

42) Noise from Plant

The combined rating level of the noise from plant installed pursuant to this permission (other than plant which is only to be operated in emergency circumstances) shall not exceed the existing background noise level outside the window to any noise-sensitive room. Any assessment of compliance with this condition shall be made according to the methodology and procedures presented in BS4142:2014.

Reason:

To ensure that noise-sensitive rooms within the proposed development and neighbouring developments are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

43) Scheme of Acoustic Protection of Habitable Rooms

No above ground new development shall commence in a Development Parcel until full details of a scheme of acoustic protection of habitable rooms in the relevant Development Parcel against road traffic noise has been submitted to and approved in writing by the Local Planning Authority. The scheme of acoustic protection shall be sufficient to secure internal noise levels no greater than 35 dB LAeq in living rooms and bedrooms (07:00 hrs to 23:00 hrs) with windows closed; and 30 dB LAeq in bedrooms (23:00 hrs to 07:00 hrs) with windows closed. Additionally, where the internal noise levels will exceed 40dB LAeq in living rooms and bedrooms (07:00 hrs to 23.00 hrs) or 35dB LAeq in bedrooms (23:00 hrs to 07:00 hrs) with windows open the scheme of acoustic protection shall incorporate a ventilator system which is commensurate with the performance specification set out in Schedule 1 (paragraphs 6 and 7) of The Noise insulation Regulations 1975 (as amended). The approved scheme shall be fully implemented before the first occupation of the residential unit to which it relates and shall be maintained at all times thereafter.

Reason:

To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

44) Structure Borne Noise from any Commercial Kitchen Extract Ventilation

Any commercial kitchen extract ventilation system shall be designed to ensure that structure borne (re-radiated) noise emissions from the system do not exceed 35 LAeq dB (5 min) when measured in any habitable room in adjoining residential premises.

Reason:

To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

45) Noise from any Energy Centre

Any energy centre and associated infrastructure (flues, pipes, etc.) shall be designed to ensure that structure borne (re-radiated) noise emissions from the system do not

exceed 35 LAeq dB (5 min) when measured in any habitable room in adjoining residential premises.

Reason:

To ensure that the proposed residential units are adequately protected from noise and in accordance with policy BR13 of the Borough Wide Development Policies Development Plan Document and policy 7.15 of the London Plan.

46) Hours of Operation - Non-residential Use(s)

The non-residential uses hereby permitted shall only be open to members of the public between the hours of 07:00 to 23:00. Deliveries to and collections from the non-residential uses shall only take place between the hours of 07:00 and 21:00. The handling of bottles and movement of bins and rubbish is not permitted to take place outside the premises between the hours of 23:00 on one day and 07:00 the following day.

Reason:

To protect the amenity of neighbouring occupiers, in accordance with policies BR13 and BP8 of the Borough Wide Development Policies Development Plan Document.

47) Air Quality Emissions

The development hereby permitted shall seek to achieve Air Quality Neutral emissions benchmarks as set out in Appendix 5 of Greater London Authority Document "Sustainable Design and Construction - Supplementary Planning Guidance - London Plan 2011 - Implementation Framework", April 2014.

Where the development is not air quality neutral, appropriate mitigation should be provided as agreed by the Local Planning Authority.

Reason:

To protect the amenity of neighbouring occupiers, in accordance with policies BR14 and BP8 of the Borough Wide Development Policies Development Plan Document.

48) Kitchen Extract Ventilation

Prior to the occupation of any A3 use hereby permitted, details of any commercial kitchen extract ventilation system for the removal and treatment of cooking odours shall be submitted to and approved in writing by the Local Planning Authority. The measures shall have regard to and be commensurate with guidance and recommendations in the publication 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems', Defra, 2005. The approved details shall be fully implemented before the first use of the relevant A3 unit and shall thereafter be permanently retained in an efficient manner.

Reason:

To safeguard the appearance of the premises and minimise the impact of cooking smells and odours in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

49) Energy and Sustainability

An Energy Statement demonstrating compliance with the Energy Report and Sustainability Statement dated June 2017 prepared by CES shall be submitted to the Local Planning Authority for approval in writing for each reserved matters application. The Energy Statement shall include details of any energy centre and associated flue to be constructed and the details of any Combined Heat and Power (CHP) system shall be sufficient to demonstrate that best practicable means will be employed to both minimise emissions of oxides of Nitrogen (NOx) and reduce so far as is practicable concentrations of Nitrogen Dioxide (NO2) at all locations where there may be human exposure. As a minimum, the installation of any energy plant must conform to the performance specifications/restrictions set out in Appendix A7 of the submitted Air Quality Assessment Report (Ref: J2875A/1/F2) dated 6 June 2017. The approved scheme shall be fully implemented prior to first use of the energy centre and maintained at all times thereafter. The Energy Statement shall also include details of the location and quantum of any photovoltaic panels and provisions to be made for interconnecting pipework to link into the district heating network.

Reason:

In the interests of safeguarding the environment and providing sustainable development and to protect the amenity of residential occupiers of the proposed development and neighbouring properties in accordance with policies BR1, BR2, BR14 and BP8 of the Borough Wide Development Policies Development Plan Document and policies 5.2, 5.3, 5.5, 5.6 and 5.7 of the London Plan.

50) Site Levels

Unless details are provided and approved as part of the reserved matters submission(s) no above ground works shall take place within any Development Parcel until a drawing showing the proposed site levels in the relevant Development Parcel and the finished floor levels of the proposed residential units have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory standard of external appearance, in accordance with policy CP3 of the Core Strategy and policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

51) Internal Layout

No above ground new development shall commence in a Development Parcel until full details of the internal layout of the residential units within the relevant Development Parcel have been submitted to and approved in writing by the Local Planning Authority. The relevant Development Parcel shall be constructed in accordance with the approved details. All the residential units must comply with the Mayor of London's Housing Design Standards set out in policy 3.5 of the London Plan (March 2016).

Reason:

To ensure a satisfactory standard of residential accommodation and to accord with policy 3.5 of the London Plan.

52) Location of Wheelchair Units

Each application for reserved matters consent must be accompanied by a scheme for the location of the wheelchair accessible/adaptable units across all dwelling types, tenures and storeys.

Reason:

To ensure that a satisfactory mix of wheelchair accessible/adaptable housing is provided in accordance with policy BC2 of the Borough Wide Development Policies Development Plan Document and policy 3.8 of the London Plan.

53) Provision of Amenity Space

No residential unit within a Phase of the development (pursuant to the phasing approved in respect of condition 6) shall be occupied until full details of the private amenity and open spaces, including children's play space, for the relevant Phase have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason:

To ensure a satisfactory standard of amenity space in accordance with policy BP5 of the Borough Wide Development Policies Development Plan Document and policy 3.5 of the London Plan.

54) Water Efficiency

The development hereby permitted shall comply with the water efficiency optional requirement in paragraphs 2.8 to 2.12 of the Building Regulations Approved Document G. Evidence of compliance shall be notified to the building control body appointed for the development in the appropriate Full Plans Application, or Building Notice, or Initial Notice to enable the building control body to check compliance.

Reason:

To minimise the use of mains water in accordance with policy BR4 of the Borough Wide Development Policies Development Plan Document and policy 5.15 of the London Plan.

55) Fire Safety

Each application for reserved matters consent must be accompanied by a fire statement produced by an independent third party suitably qualified assessor which shall detail the building's construction, methods, products and materials used; the means of escape for all building users including those who are disabled or require level access together with the associated management plan; access for fire service personnel and equipment; ongoing maintenance and monitoring and how provision will be made within the site to enable fire appliances to gain access to the building. The development shall be carried out in accordance with the approved details.

Reason:

in order to provide a safe and secure development in accordance with policy CP3 of the Core Strategy.

56) Structure Borne Noise Through Roofs

Where roof(s) are to be accessible for recreational purposes a scheme for protecting the proposed upper floor residential units from structure borne noise through the roof(s) concerned shall be submitted to and approved in writing by the Local Planning Authority prior to commencement of the relevant part of the development. The approved scheme shall be fully implemented before the first occupation of any of the applicable top floor residential units in the building to which the scheme relates and shall be maintained at all times thereafter.

Reason:

In order to prevent noise nuisance to future occupiers and in accordance with policies BP8 and BR13 of the Borough Wide Development Policies Development Plan Document.

57) Sunlight/Daylight

Any proposal to exceed the specified building heights shown on Parameter Plan 933 P 0507, or to deviate from the massing envelope as shown, must be accompanied by an assessment of the impact of the development upon the levels of daylight and sunlight at neighbouring properties and must be approved in writing by the Local Planning Authority.

Reason:

In order to evaluate and seek to minimise the impact of the development on the amenities of neighbouring occupiers in relation to daylight and sunlight and in accordance with policies BP8 and BP11 of the Borough Wide Development Policies Development Plan Document.

58) Non-residential Uses

The ground floor flexible use non-residential units hereby permitted shall only be used for purposes falling within Classes A1, A2, A3, D1 (excluding places of worship and schools and colleges) and D2, and for no other purpose.

Reason:

To protect the locality by avoiding the introduction of a use unsuited to the premises in accordance with policies BP8 of the Borough Wide Development Policies Development Plan Document.

59) Flexible Uses

Following the first occupation of each of the ground floor flexible use non-residential units any further change of use to another use specifically permitted by this permission must be carried out within a period of 10 years from the date of this permission.

Reason:

To accord with the provisions of Class E, Part 3 of Schedule 2 of The Town and Country Planning (General Permitted Development) Order 2015.

60) Maximum Quantum of Floorspace

The development hereby approved shall be limited to a maximum quantum of floorspace as follows:

Housing (Use Class C3) - 850 Residential Units;
Flexible Use Non-residential Units (Use Class A1, A2, A3, D1 and D2) - 350 square metres.

Reason:

In order to ensure that the development causes no additional impact that has not been assessed as part of the planning application proposal and in accordance with policy CM1 of the Core Strategy.

61) Refuse Storage

Prior to occupation of a Development Parcel a scheme for the storage and disposal of refuse generated within the relevant Development Parcel shall be submitted to and approved in writing by the Local Planning Authority. The measures shall be fully implemented in accordance with the approved details.

Reason:

To protect the amenity of future occupiers and adjoining occupiers in accordance with policies BR15 and BP8 of the Borough Wide Development Policies Development Plan Document.

APPROACH TO DECISION-TAKING:

The council has adopted the approach detailed in paragraphs 186 and 187 of the National Planning Policy Framework in dealing with this application.

<p>Dated London Borough Of Barking & Dagenham Barking Town Hall 1, Town Square Barking IG11 7LU</p>	<p>Graeme Cooke, Director Of Inclusive Growth</p>
--	--

INFORMATIVES

In connection with this decision, it would be appreciated that you take notice of the following:-

You are advised to contact the Official Street Naming and Numbering body for the area prior to either the sale or occupation of the new building(s).

This will assist you and subsequent interests in the property in properly identifying it in legal documents and in the case of emergencies, the emergency services should

already know the whereabouts of the property.

Failure to secure an approved street name or number may effect your ability to purchase services such as gas, water or electricity for the property and may prevent the issue of a postcode for the address.

The official Street Naming and Numbering service may be contacted through StreetNamingAndNumbering@lbbd.gov.uk or by phone on 0208 227 5305/3954.

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

IMPORTANT - ATTENTION IS DRAWN TO THE NOTES OVERLEAF

DRAFT

NOTES

Appeals to the Secretary of State

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State 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 (except in the case of applications subject to an Enforcement Notice where appeals must be lodged within 28 DAYS).
- Appeals must be made using a form which you can get from the Secretary of State at Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN (Tel: 0303 444 5000) or online at <https://acp.planninginspectorate.gov.uk>.
- 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

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its present state nor can render the land capable of a reasonable beneficial use by carrying out any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council. His notice will require the Council to purchase his interest in the land in accordance with the provisions of Part IV of the Town and Country Planning Act 1990.

NOTES

- (1) The attention of developers is drawn to the fact that any failure to adhere to the details of the approved plans, or failure to comply with conditions attached to a planning permission, constitutes a contravention of the provisions of the Town and Country Planning Acts in respect of which enforcement action may be taken.
- (2) The decision overleaf is for planning permission only, but it may be necessary for your plans to be passed under BUILDING REGULATIONS (unless this has already been done). Nor does this consent relieve the applicant of any duties or obligations to obtain the necessary consent of any other interested party under Common Law or any other Statute other than the Town and Country Planning Acts.