

DATED 24<sup>th</sup> April 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) STRATFORD CITY DEVELOPMENTS LIMITED
- (3) TELFORD HOMES PLC
- (4) THE LONDON BOROUGH OF NEWHAM

**Planning Obligation by Deed of Agreement under  
Section 106 of the Town and Country Planning Act  
1990**

**Relating to the development of land on the northern  
side of Great Eastern Road, Stratford City, London**

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THIS AGREEMENT is made on

24<sup>th</sup> April

2014

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**);
- (2) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company Registration Number 04261851) of 6<sup>th</sup> Floor Midcity Place, 71 High Holborn London WC1V 6EA (the **Owner**); and
- (3) **TELFORD HOMES PLC** (Company Registration Number 04118370) of Telford House, Queensgate, Britannia Road, Waltham Cross, Hertfordshire (the **Developer**);
- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of 1,000 Dockside Road, London E16 2QU (**LBN**)

**RECITALS**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner is registered as the freehold owner of the Site at the Land Registry under title number TGL379335.
- (C) The Developer has an equitable interest in the Site by virtue of an agreement for lease dated 26 July 2013 and made between (1) the Owner and (2) the Developer. Under the agreement for lease, the Developer will acquire a long leasehold interest in the Site following the grant of Planning Permission.
- (D) LBN is a party to this agreement as recipient of the Off-Site Affordable Housing Contribution and in order to bind itself to spend any sums it receives under this Agreement only for the purposes set out herein.
- (E) The Developer submitted the Planning Application and the LPA and the parties have agreed to enter into this Deed in order to secure the planning obligations contained herein.
- (F) Given the importance of the design quality in LLDC's decision to approve the Development, the Developer intends to retain the architectural practice of Suttonca to supervise and advise on the implementation of the approved design throughout the construction stage of the Development up to and including the Design Monitoring Period.
- (G) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended).

## OPERATIVE PROVISIONS

### 1. Definitions

#### 1.1 For the purposes of this Deed the following words and expressions have the following meanings:

**1990 Act** means Town and Country Planning Act 1990;

**2011 Act** means the Localism Act 2011;

**Affordable Housing** means housing which is available to persons who have housing need or are on a low income insufficient to meet their housing need in the open market either to rent or purchase as required to be provided pursuant to the terms of this Agreement;

**Affordable Housing Provider** means a person, company, partnership, organisation or manager from time to time permitted by law to provide Affordable Housing;

**Affordable Housing Units** means that part of the Development identified in the accommodation schedule which was submitted with the Planning Application comprising twenty four (24) residential units of Affordable Housing to be made available by an Affordable Housing Provider where a proportion of equity is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing provider subject to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through staircasing

**Agreement** means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

**Capped Amount** means the sum of £5,179,294.

**Commencement** means the carrying out of a material operation as defined in section 56(4) of the 1990 Act and "Commence" and "Commenced" shall be construed accordingly;

**Design Monitoring Contribution** means the Indexed sum of fifty-thousand pounds (£50,000) as a contribution paid in accordance with Paragraph 2 of Schedule 2 to meet the LPA's costs in monitoring the design quality of the Development.

**Design Monitoring Period** means the date on which Suttonca has confirmed in writing (such consent not to be unreasonably withheld or delayed) that the detailed design proposals for the external envelope of the Development and the specialist façade subcontractors design proposals satisfy the design and construction specifications;

**Development** means the development of the Site and all other operations and/or works as authorised by the Planning Permission;

**Education Contribution** means the Indexed sum of one hundred and sixty-three thousand pounds (£163,000) as a contribution towards meeting the educational needs of the Occupiers of the Development;

**Expert** means such expert as may from time to time be appointed for the purposes of resolving a relevant dispute as follows:

- a) If the dispute relates to transport or highway works, engineering, demolition or construction works, a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 10 years' relevant experience in the public or private sector) agreed by the parties to the dispute but in default of agreement

appointed at the request of any of the parties by or on behalf of the president from time to time of the Institution of Civil Engineers;

- b) If the dispute relates to any building within the Development, the Sales Proceed or Sales Report or any similar matter a chartered surveyor (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the president from time to time of the Royal Institution of Chartered Surveyors;
- c) If the dispute relates to any financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant other than the Sales Proceeds or Sales Report a chartered accountant (having not less than 10 years' relevant experience) agreed by the parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the president from time to time of the Royal Institute of Chartered Accountants in England and Wales; and
- d) If the parties to the dispute shall fail to agree upon the nature or difference in question then it should be referred to a solicitor or barrister of at least 10 years standing agreed by the parties but in default of agreement appointed at the request of either party by or on behalf of the president for the time being of the Law Society.

**Highways Authority** means the statutory authority with responsibility for the highway within which the Highway Works take place.

**Highway Works** means the works carried out pursuant to the Section 278 Agreement;

**Households on Intermediate Incomes** means households whose annual income does not exceed the upper limit for intermediate income as defined by the London Plan and as updated on an annual basis by the annual monitoring report in respect of affordability criteria;

**Index** means:

- a) in respect of the Education Contribution and the Public Realm Contribution the Building Costs Index as published by the Department for Business Innovations and Skills; and
- b) in respect of the Skills Training Programme Contribution, the Consumer Prices Index published by the Office for National Statistics unless otherwise expressly provided for in this Agreement;

and in either case, if such index is no longer published or otherwise discontinued the term 'Index' includes any replacement index performing substantially the same function published from time to time by any of the above organisations (or any successors to their respective functions);

**Indexed** means that the relevant sum shall be adjusted to reflect the net increase in the relevant Index and the amount of such adjustment to be calculated as follows:-

$$A \times \frac{B}{C} = D$$

where:

A = the relevant sum as specified in this Agreement in pounds sterling;

B = the figure in the relevant Index as at the date the relevant sum first becomes payable;

C= the figure in the relevant Index as at the date of this Agreement;

D= the resultant sum in pounds sterling.

**Interest** means interest at two (2) per cent above the base lending rate of a clearing bank to be approved by the LPA.

**Local Labour and Business Schemes** means each and every of the following schemes in the following Boroughs (together being the "Host Borough"):

- (a) in the LLDC's administrative area - the Legacy Communities Scheme Careers Programme Group;
- (b) in the London Borough of Hackney – the scheme known as "On-Site";
- (c) in the London Borough of Newham – the scheme known as "Workplace";
- (d) in the London Borough of Tower Hamlets – the scheme known as "Skillsmatch";
- (e) in the London Borough of Waltham Forest – the scheme known as "Worknet"

**Local Labour Strategy** means a detailed strategy designed to secure at least the ambitions set out in Paragraph 5 of Schedule 2 for the construction phase and operational phases of the Development and including appropriate arrangements for the regular monitoring and reporting to the London Borough of Newham on the progress in achieving such ambitions.

**London Living Wage** means the minimum hourly wage as published from time to time by the Greater London Authority;

**Long Lease** means a lease of a Residential Unit of at least ninety-nine (99) years granted as part of an arm's length transaction;

**Market Housing Unit** means a dwelling at the Development for sale on the open market and which is not Affordable Housing;

**Market Value** means the estimated amount for which an asset should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion

**Occupation** 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.

**Off-Site Affordable Housing Contribution** means the sum of two million, three hundred and thirty-seven thousand and six hundred and sixty-six pounds (£2,337,666) to be spent on the provision of units of three-bed family accommodation within the London Borough of Newham and such units will be provided either as social rented housing or as affordable rented housing (in both cases as defined in the National Planning Policy Framework published by the Department for Communities and Local Government or any replacement government guidance).

**Open Market Value** means a disposal at Market Value

**Plan** means the plan attached to this Agreement at Appendix 1

**Parties** means the parties to this Agreement and the word "Party" shall mean any one of them;

**Planning Application** means the full application for planning permission submitted to the LPA and given reference number 13/00322 by the LPA;

**Planning Permission** means the planning permission subject to conditions for the proposals within the Planning Application, substantially in the form of the draft which is contained in Appendix 2;

**Practical Completion** means a certificate of practical completion issued by the Owner's architect or by a suitably qualified engineer or in the event that the Development is constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect or qualified engineer and the expressions "Complete" "Completion" and "Completed" shall be construed accordingly;

**Public Realm Contribution** means the Indexed sum of one hundred thousand pounds (£100,000) as a contribution towards improvements to the Stratford gyratory system.

**Reasonable Endeavours** means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement the Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development);

**Residential Unit** means both an Affordable Housing Unit and a Market Housing Unit;

**Sale** means in respect of:

- (a) each Market Housing Unit the first disposal of each such Market Housing Unit to an independent owner/occupier third party in an arm's length transaction of either a common-hold interest at Open Market Value (as at the date of the contract) or a leasehold interest at Open Market Value (as at the date of the contract) for a premium and no rent (other than ground rent);
- (b) the Affordable Housing, the first disposal of each Affordable Housing Unit to an Affordable Housing Provider in accordance with the terms of this agreement;

and "Sold" shall be construed accordingly;

**Sales Proceeds** means the aggregate of:

- (a) in the case of a disposal of a common-hold interest in a Residential Unit the sale price (as registered or capable of being registered at the Land Registry) actually received by the Developer;
- (b) in the case of a Sale of a Residential Unit on a lease of at least ninety-nine (99) years, the sale price (as registered or capable of being registered at the Land Registry) actually received by the Developer;
- (c) in the case of a Sale of a Residential Unit on a lease of less than ninety-nine (99) years, the estimated value of such unit had it been

Sold on the same date by way of the completed grant of a lease of at least ninety-nine (99) years;

- (d) in the case of a Sale in exchange or part exchange for any other dwelling the Open Market Value of the Unit; and
- (e) in the case of an Affordable Housing Unit any monies received by the Developer in relation to an Affordable Housing Unit pursuant to a build contract or development agreement with an Affordable Housing Provider.

**Sales Report** shall mean a confidential report detailing:

- (a) the date of each Sale;
- (b) the actual Sale Proceeds for each Residential Unit Sold;
- (c) a running total of all Sales within the Development up to the date of the relevant report;
- (d) where a Residential Unit has been Sold by way of a lease for less than ninety-nine (99) years, the estimated sales value of such Unit which has been used to calculate the aggregate Sales Proceeds including an explanation of how such sales value has been estimated; and
- (e) the amount of any excess by which the Sales Proceeds exceed the Target Sales Value and the amount of any payment to be made to LBN pursuant to Paragraph 7.5 of Schedule 1.

**Section 278 Agreement** means the agreement to be made between the Developer (1) and the London Borough of Newham (2) pursuant to section 278 of the Highways Act 1980

**Site** means the whole of the land to which the Planning Permission relates as the same is shown edged red on the plan contained in Appendix 1

**Skills Training Programme Contribution** means the Indexed sum of ninety thousand pounds (£90,000) to be spent on skills training programmes for residents of and business development programmes for local businesses in the London Borough of Newham.

**Suttonca** means the architectural practice of that name with company number 08117669 whose registered office is 33 Foley Road, Claygate, Esher Surrey KT10 0LU;

**Target Sales Value** means the sum of £64,869,384 (sixty four million eight hundred and sixty nine thousand and three hundred and eighty four pounds).

**Travel Plan** means a long term strategy relating to the Occupation of the Development prepared in accordance with Transport for London's "TfL Travel Planning Guidance November 2013" or such other replacement or updated guidance as is published by Transport for London from time to time and shall include:

- details of initial baseline modal splits and target modal splits;
- a programme for the implementation of the travel plan
- a methodology for monitoring, reviewing, maintaining and developing the travel plan in relation to the targets set out;
- provisions for appointing a travel plan co-coordinator; and



- a management plan for service vehicles visiting the development.

## 2. Construction of this Agreement

### 2.1 In this Agreement:

#### 2.1.1 unless otherwise indicated reference to any:

- (a) clause, schedule or appendix is to a clause of, schedule to or appendix to this Agreement;
- (b) paragraph is to a paragraph of a schedule to this Agreement;
- (c) reference within a schedule to a paragraph is to a paragraph of that Schedule;
- (d) part is to a part of a schedule to this Agreement;
- (e) table is to a table of a schedule to this Agreement;
- (f) recital is to a recital to this Agreement; and
- (g) plan, is to a plan annexed to this Agreement as an Appendix;

#### 2.1.2 references to any statute or statutory provision include references to:

- (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

#### 2.1.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

#### 2.1.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;

#### 2.1.5 references to the Site include any part of it;

#### 2.1.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include successors to such function;

#### 2.1.7 references to any other party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party.

#### 2.1.8 "including" means "including without limitation";

- 2.1.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
  - 2.1.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
  - 2.1.11 any obligation, covenant, undertaking or agreement by the Owner, Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
  - 2.1.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by any of the Parties at reasonable intervals, within 10 (ten) working days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the requesting Party.
- 2.2 The Interpretation Act 1978 shall apply to this Agreement.
- 2.3 This Agreement includes the Schedules, Recitals and Appendices to this Agreement.
- 3. Legal basis**
- 3.1 This Agreement is made under section 106 of the 1990 Act with the intention that it should bind the Owner's and Developer's respective interests in the Site as provided by that section.
- 3.2 The covenant, restrictions and requirements imposed on each of the Owner and Developer in this Agreement create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act so as to bind the Site and are enforceable by the LPA as local planning authority against the Owner and Developer (as appropriate).
- 3.3 The obligations in Clauses 6 and 7 are entered into by the LPA under section 201 of the Localism Act 2011 and all other powers so enabling.
- 4. Conditionality**
- 4.1 Save where expressly provided for in this Agreement, this Agreement is conditional upon and shall not take effect until the Planning Permission has been granted.
- 5. The Owner's and Developer's covenants with the LPA and LBN**
- 5.1 The Owner and Developer covenant with the LPA and where appropriate with LBN:
- 5.1.1 as set out in Schedules 1 and 2;
  - 5.1.2 not to encumber or otherwise deal with its interest in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;
  - 5.1.3 to notify the LPA of the anticipated commencement date for the Development not less than three months before the date of actual Commencement of Development;
  - 5.1.4 not to Commence Development before it has served notice on the LPA of the anticipated commencement date of such Development;

5.1.5 to notify the LPA of within 5 (five) working days of the occurrence of the following dates:

- (a) actual Commencement of Development; and
- (b) Occupation of the first Residential Unit within the Development.

5.2 Where this Agreement imposes an obligation on the Developer, that obligation shall be enforceable against any other Party to this Agreement that takes any steps or allows any steps to be taken which triggers such obligation in respect of their land.

## 6. The LPA's and LBN's covenants with the Owner and Developer

6.1 The LPA and LBN covenant with the Owner and the Developer that each of them shall perform and comply with and procure performance of and compliance with, each and every of the obligations, covenants and undertakings on their part contained in this Agreement.

## 7. Financial Contributions

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

7.2 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with **interest** accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.

7.3 Following receipt by the LPA and where appropriate LBN of any payments or financial contributions from the Owner or Developer pursuant to any obligations contained in this Agreement, the LPA and LBN covenants and undertakes in respect of such payments or financial contributions:

7.3.1 to apply such payments or financial contributions only for the purposes specified in this Agreement **PROVIDED THAT** for the avoidance of doubt the LPA will be entitled to treat any accrued interest as if it were part of the principal sum paid by the Owner or Developer (as appropriate); and

7.3.2 at the written request of the Owner or Developer to provide reports to the Owner and Developer setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period and how such expenditure is expected to assist in meeting the needs of the population of the Development **PROVIDED THAT** the LPA and LBN may only be required to provide one such report in any 12 month period.

7.4 Save where expressly stated to the contrary, the LPA or LBN (as appropriate) shall return to the person who paid to the LPA or LBN the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth (5th) anniversary of payment by the Owner or Developer.

7.5 Where sums have been paid to the LPA or LBN and the LPA or LBN has thereafter paid those sums to a third party then the LPA's and LBN's (as appropriate) obligation to repay any such sums pursuant to Clause 7.4 shall be conditional upon the repayment of any such sums by such third party to the LPA or LBN (as appropriate) and neither the LPA nor LBN shall be obliged to repay such sums until such time as the sums have been repaid by such third party.

**8. Notices**

8.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:

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

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

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

**LPA:**

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

with a copy to:

Head of Development Management  
London Legacy Development Corporation – Planning Policy and Decisions Team  
Level 10  
1 Stratford Place  
Montfichet Road  
London E20 1EJ

**Owner:**

Stratford City Developments Limited  
6<sup>th</sup> Floor, Midcity Place  
71 High Holborn  
London  
WC1V 6EA

**Developer:**

Richard Ellis  
Director of Legal Services  
Telford Homes Plc  
Telford House  
Queensgate  
Waltham Cross  
Hertfordshire  
EN8 7TF

**LBN:**

Fred Nugent  
Investment Team Manager

Strategic Regeneration, Planning and Olympic Legacy Division  
Strategic Commissioning and Community Directorate  
London Borough of Newham  
Newham Dockside, 1000 Dockside Road, London E16 2QU

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

9. **Satisfaction of any of the provisions of this Agreement**

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

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

9.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the LPA shall request that LBN (and where appropriate its statutory successor in functions) remove the entry in their respective Local Land Charges Register relating to this Agreement.

10. **Verification and Enforcement**

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

11. **No Waiver**

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

12. **Duty to act Reasonably and in Good Faith**

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

**13. Exclusion of Contracts (Rights of Third Parties) Act 1999**

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

**14. Change in Ownership**

- 14.1 The Owner agrees with the LPA to give the LPA immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan PROVIDED that disposals of individual Residential Units or Commercial Units to individual occupiers of such units do not need to be notified.

**15. The LPA'S Legal and Other Costs**

- 15.1 The Developer agrees that it will pay the LPA's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external lawyers and other consultants appointed by the LPA in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

**16. VAT**

- 16.1 If VAT becomes payable on payments made under this Deed that VAT will be additional to the sums required provided that the payor will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

**17. EXPERT**

- 17.1 In the event of any dispute or difference between the LPA, the Owner and the Developer or any of them arising out of the provisions of paragraph 7 of Schedule 1 of this Agreement or if a referral is made to an Expert under Clause 18.2 of this Agreement (in either case other than a dispute or difference relating to a question of law or in relation to the interpretation of this Agreement) the LPA, the Owner and the Developer agree that the matter in dispute will on the application of any of the parties be referred to the Expert and it is further agreed that:

- 17.1.1 the determination of the Expert will be final and binding on the parties save in the case of manifest error;
- 17.1.2 the parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert directs, provided that the ultimate decision of the Expert must be issued within 40 working days of his initial instruction;
- 17.1.3 the Expert's costs will be borne in such proportions as he/she may direct failing which the parties will each bear their own costs of the reference and determination and the Expert's costs calculated by dividing the Expert's costs by the number of sides to the reference; and
- 17.1.4 the Expert may be replaced by a fresh appointee in the event of his/her becoming at any time unable or unwilling for any reason to proceed to discharge his/her function and such fresh appointee will be appointed in the same manner as the Expert.

**18. Miscellaneous**

18.1 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

18.2 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the LPA or the LBN such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA or the LBN shall not unreasonably withhold or delay the giving or making of the same and in the event that either the LPA or the LBN (as appropriate) fail to respond to such a request properly made within six weeks of such request then the Developer may refer the matter to an Expert for approval or agreement in accordance with the provisions of Clause 17.

18.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.

18.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.

18.5 Subject to Paragraph 4.1 of Schedule 1, no obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

18.6 The LPA shall request registration of this Agreement as a local land charge by LBN or its respective statutory successor in function.

18.7 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise revoked, withdrawn or (without the consent of the Owner) modified.

18.8 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

18.9 This Deed will not be binding on owner/occupiers of individual Residential Units and any Affordable Housing Provider (or the successors in title and mortgagees to such Affordable Housing Provider) other than the Affordable Housing provisions in Schedule 1 and the car free provisions in paragraph 4 of Schedule 2.

**19. Jurisdiction and Legal Effect**

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

19.2 The provisions of this Agreement (other than this Clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

**20. Execution**

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



## **SCHEDULE 1: AFFORDABLE HOUSING PROVISIONS**

### **1. Affordable Housing**

1.1. No part of the Development shall be Occupied before the Affordable Housing Units have been:

- a) constructed in accordance with the Planning Permission;
- b) made ready for residential occupation;
- c) inspected and approved in writing by the Affordable Housing Provider intending to take the transfer required under Paragraph 1.1 (d) of this Schedule;
- d) transferred to the Affordable Housing Provider on terms requiring the Affordable Housing Provider to let or transfer the Affordable Housing Units to individual Occupiers on terms which comply with the requirements of Paragraph 2.1 of this Schedule; and
- e) written confirmation by the Affordable Housing Provider taking the transfer required under Paragraph 1.1(d) of this Schedule of its reasonable satisfaction that the above requirements have been met, including details of the terms on which the Affordable Housing Provider will let the Affordable Housing Units to individual Occupiers has been received by the LPA.

1.2. Subject to the provisions of paragraph 5 of this Schedule 1:

- a) from the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing; and
- b) the Affordable Housing Units shall not be Occupied other than in accordance with:
  - i. the terms of paragraph 2.1 of this Schedule; and
  - ii. the terms of a nominations agreement concluded with LBN granting LBN 100% of the nomination rights in respect of the Affordable Housing comprised within the Development.

### **2. Affordability**

2.1. The cost of rent and/or mortgage payments and service and estate charges in relation to the Affordable Housing Units shall not exceed 45% of the net income of Households on Intermediate Incomes

2.2. The Developer shall, subject to compliance with all relevant laws, use Reasonable Endeavours to procure that the Affordable Housing Provider provides one notice to the LPA in relation to the Development on Occupation of all the Affordable Housing Units in the Development with details of:

- a) the household income of such initial purchaser or tenant;
- b) the initial purchase price of the Affordable Housing unit and the initial percentage equity share bought;
- c) the total monthly housing costs for each unit of Affordable Housing including service and estate charges but showing such charges as separate figures; and
- d) the locality of the purchaser or tenant's previous accommodation by local authority area; and the purchaser or tenant's present occupation where available.

2.3. It is acknowledged and agreed by the LPA and the Developer that:

- a) estate and/or service charges will be payable by occupiers of the Affordable Housing in addition to being payable by occupiers of the Market Housing Units;
- b) service charges for the units of Affordable Housing will be calculated separately from the Market Housing Units;
- c) owners and occupiers of Market Housing Units and commercial premises at the Development will not be expected to subsidise the charges payable by owners and occupiers of Affordable Housing units; and
- d) the aggregate service charges to be payable by the occupiers of each unit of Affordable Housing will be affordable (as determined by the Developer and the Affordable Housing Provider).

### **3. Nominations Rights**

3.1. The terms of any Transfer of any Affordable Housing Unit(s) to an Affordable Housing Provider shall impose requirements on the Affordable Housing Provider to enter into a nominations agreement with LBN in respect of the units of Affordable Housing that are the subject of that Transfer, granting LBN one hundred per cent (100%) of the nomination rights.

### **4. Affordable Housing Mortgagee Protection**

4.1. In respect only of the Affordable Housing provided pursuant to this Agreement nothing contained within this Agreement shall bind any mortgagee or chargee of the Affordable

Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units provided that:

- a) it has given the LPA at least three months written notice of its intention to exercise such power of sale;
- b) the said mortgagee or receiver has used its reasonable endeavours to first dispose of the Affordable Housing Units to an Affordable Housing Provider and provided written evidence of such reasonable endeavours and secured the LPA's written approval thereof and for the avoidance of doubt such mortgagee chargee or receiver shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and
- c) if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with paragraph 4.1(b) above within the said three month period the said mortgagee or the receiver may (but without imposing any obligation on the said mortgagee or receiver) dispose of the Affordable Housing Units which have not by that time been disposed of to such Affordable Housing Provider on the open market to a willing buyer and such buyer shall take free of the restrictions imposed herein in relation to the Affordable Housing Units.

## **5. Other Exclusions**

- 5.1. The provisions of this Agreement shall cease to apply to any completed units of Affordable Housing in respect of which a lease of an Affordable Housing Unit has been granted and where an Affordable Housing Provider shall have disposed of 100% of the equity in such units under the terms of such lease.

## **6. Off-Site Affordable Housing Contribution**

- 6.1. Before the Development Commences the Developer shall pay the Off-site Affordable Housing Contribution to LBN and the Development shall not Commence before the Off-site Affordable Housing Contribution has been paid by the Developer to LBN and the Developer has provided evidence of such payment to the LPA.
- 6.2. LBN shall confirm in writing to the LPA:

- a) The award of any contract to construct the social rented or affordable rented housing funded by the Off-Site Affordable Housing Contribution;
- b) The commencement of any development funded by the Off-Site Affordable Housing Contribution; and
- c) The completion of any development funded by the Off-Site Affordable Housing Contribution;

and in each case within twenty-eight days of the occurrence of such event.

## **7. Review**

- 7.1. Within 28 days of the end of each calendar year in which any Residential Units are Sold, the Developer shall submit a Sales Report to the LPA for its written approval in consultation with the LBN.
- 7.2. The LPA shall either approve or refuse a Sales Report in writing within thirty (30) working days of receipt of such report.
- 7.3. If the LPA (acting reasonably) refuses the Sales Report, it shall provide reasons for such refusal to the Developer. The Developer shall thereafter resubmit the Sales Report within a further twenty (20) working days (or such longer period as is agreed in writing with the LPA) explaining how it has addressed each of the reasons given in the LPA's notice of refusal.
- 7.4. If the LPA is unable to approve the resubmitted Sales Report within thirty (30) working days of such resubmission, the resubmitted Sales Report shall be submitted for determination to an Expert in accordance with the dispute resolution provision contained at Clause 17 of this Agreement. The Expert shall have the power to approve or amend any Sales Report and the Expert's decision shall be binding on all parties.
- 7.5. If at the date of any Sales Report the Sales Proceeds exceed the Target Sales Value, the Developer shall within twenty (20) working days of notification of the written approval of the Sales Report pursuant to this Schedule, pay twenty-five per cent (25%) of such excess up to a maximum of the Capped Amount to the LBN.
- 7.6. LBN covenants with the LPA to apply any excess paid to it under the review provisions of this Schedule 1 towards increasing or otherwise improving the provision of and quality of Affordable Housing within its area.

## **SCHEDULE 2: Non-Affordable Housing obligations**

### **1. Contributions**

- 1.1. On completion of this Deed, the Developer shall pay a sum of ten thousand pounds (£10,000) to the LPA as a contribution towards the LPA's costs involved in monitoring compliance with the terms of this Deed and the Development shall not Commence before the Monitoring Contribution has been paid to the LPA.
- 1.2. Before the Development Commences the Developer shall pay the Skills Training Programme Contribution and the Development shall neither Commence nor be Occupied before such contribution has been paid.
- 1.3. Before more than fifty per cent (50%) of the Market Housing Units have been disposed of by way of a sale of the freehold or the grant of a leasehold interest in the units (whether or not such disposal is to an owner/occupier of individual units), the Developer shall pay to the LBN:
  - a) the Education Contribution; and
  - b) the Public Realm Contribution

and the Developer shall not Occupy more than fifty percent (50%) of the Market Housing Units before such contributions have been paid and notice that such payments have been paid have been provided to the LPA to enable the LPA to discharge this obligation.

### **2. Design Quality**

- 2.1. If the services of Suttonca are not retained up to and including the Design Monitoring Period the Developer shall pay to the LPA the Design Quality Contribution as a contribution towards the LPA's costs in supervising the design quality of the Development.
- 2.2. The Development shall not Commence before the Developer has either:
  - a) provided satisfactory evidence to the LPA that the architectural practice of Suttonca will be retained to oversee the delivery of the design quality of the Development up to and including the Design Monitoring Period; or

- b) if Suttonca is not retained to oversee the delivery of the design quality of the Development up to and including the Design Monitoring Period, paid the Design Monitoring Contribution

2.3. No Development shall be carried out in accordance with any changes to the detailed designs for the external envelope of the Development and the specialist facade subcontractors' design proposals as approved by Suttonca during the Design Monitoring Period unless otherwise agreed in writing by the LPA and for the avoidance of doubt, the LPA may require Suttonca to approve any subsequent changes before giving its written approval.

2.4. If at any stage of the Development up to and including the Design Monitoring Period, Suttonca is not retained by the Developer to oversee the delivery of the design quality of the Development, the Developer shall within ten working days:

- a) notify the LPA of the termination of such appointment; and
- b) pay to the LPA the Design Monitoring Contribution.

### **3. Highway Works**

3.1. The Development shall not be Occupied before the Highways Authority has certified that the Highway Works have been Practically Completed and (where appropriate) that any maintenance period required by the Highways Authority on such Highway Works has commenced.

### **4. Travel Plan and Car Parking**

4.1. No part of the Development shall be Occupied before a Travel Plan for the Development has been submitted to and approved in writing by the LPA and the travel plan coordinator has been appointed and their details notified to the LPA.

4.2. The Developer shall implement and thereafter maintain the approved Travel Plan together with any amendments thereto which are recommended under the review arrangements in the approved Travel Plan on first Occupation of the Development.

4.3. The Developer hereby covenants with the LPA that it shall not Occupy or permit a Housing Unit to be Occupied unless and until such person has been given advance notice in writing of the provisions of this paragraphs 4.

4.4. The Developer hereby covenants with the LPA that it shall ensure that all occupiers of Residential Units are notified in writing of the terms of the Car Parking Scheme which is required to be submitted under the Planning Permission

- 4.5. The Developer hereby covenants with the LPA that it shall ensure that material published and any agreements entered into by the Developer or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in this paragraph 4.
- 4.6. The Developer for itself and its successors in title to the Residential Units hereby waives all rights and entitlement (if any) on the part of the Owner and its successors in title to a residents' parking permit in respect of the Residential Units (unless the resident concerned becomes entitled to a Disabled Person's Badge)

## **5. Local Labour**

- 5.1. The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its main operator, any sub-operators and commercial tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use Reasonable Endeavours to:
- a) advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in each of the Host Boroughs;
  - b) notify Local Labour and Business Schemes in the Host Boroughs of all job vacancies arising from the Development;
  - c) ensure the recruitment of persons living in the Host Boroughs account for 25% of the construction jobs arising from the Development;
  - d) ensure the recruitment of persons living in the Host Boroughs account for a total of between 25% and 85% of the end-use jobs at the Development;
  - e) pay all employees employed at the Development in construction jobs the London Living Wage;
  - f) inform and promote the adoption of the London Living Wage for end use jobs at the Development; and provide work-based learning opportunities, including apprenticeship opportunities, at the Development

to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

- 5.2. The Development shall not Commence before the Developer has submitted the Local Labour Strategy to the LBN, secured its written approval thereof and provided copies of the approved Local Labour Strategy and of the London Borough's written approval thereof to the LPA.

5.3. The Developer shall implement the approved Local Labour Strategy on Commencement of the Development and continue to operate it thereafter.

**6. Local supplies and contractors**

6.1. To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall use Reasonable Endeavours to ensure that businesses based in the Host Boroughs benefit directly from the commercial opportunities arising from the Development.



1485



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

.....  
Authorised Signatory

EXECUTED as a deed by STRATFORD CITY )  
DEVELOPMENTS LIMITED acting by two )  
directors or a director and a secretary )

x x  
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Director

x x  
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Director

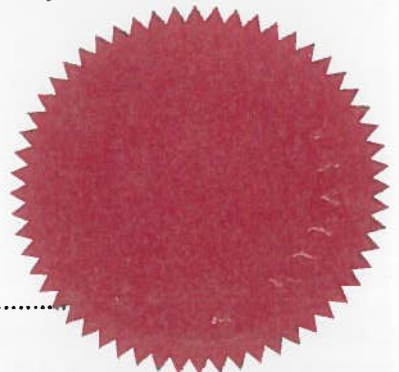
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PLC acting by two directors or a director and a )  
secretary )

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Director

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Common Seal of the MAYOR AND )  
BURGESSES OF THE LONDON BOROUGH )  
OF NEWHAM )  
in the presence of : - )

.....  
Authorised Signatory



**APPENDIX 1 : PLANS**

## APPENDIX 2: DRAFT PLANNING PERMISSION

**FULL PLANNING PERMISSION APPROVAL**

**Town and Country Planning Act 1990**  
**Town and Country Planning (Development Management Procedure) (England) Order 2010**

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Please see notes at the end of this notice

Applicant	Agent
Telford Homes Plc & Stratford City Developments Ltd	RPS Planning 14 Cornhill London EC3V 3ND

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**Part I - Particulars of Application**

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Date of Application: 04-Jul-2013      Application No: 13/00322/FUL

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**Proposal:**      Application for full planning permission for the erection of a building of up to 33 storeys to provide 181 residential units in a mix of 1, 2 and 3 bedroom dwellings with ancillary gym at mezzanine floor level; integral Blue Badge car parking spaces and cycle parking spaces; refuse facilities and plant rooms together with formation of a new access road from Great Eastern Road; removal of 7 trees and provision of hard and soft landscaping and works to the adjacent public realm.

**Location:**      Land On The Northern Side Of Great Eastern Road, Zone 1, Stratford City, London

**Part II - Particulars of Decision**

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

**Conditions:**

1. The development to which this permission relates must be commenced not later than the expiration of **THREE YEARS** from the date of this permission.  
Reason: To comply with the requirements of section 91 of the Town and Country Planning Act 1990 (as amended).
2. Any application or submission for any approval pursuant to these conditions shall be made in writing to the Local Planning Authority.

Reason: To ensure that a proper record is kept.

3. Unless minor variations are otherwise approved in writing by the Local Planning Authority and to the extent that any such variations do not deviate from this permission, the development hereby approved is to be carried out strictly in accordance with the following drawings:

0502 Rev F Existing Site Plan  
0503 Rev F Proposed Site Plan  
0504 Rev A Proposed Block Plan  
0700 Rev H External Works  
2000 Rev G Ground Floor Plan  
2091 Rev G Mezzanine Level Plan  
2001 Rev E Plan Level 1, 4 & 5  
2002 Rev E Plan Level 2, 3, 6, 7 & 8  
2009 Rev G Plan Level 9 & 18  
2010 Rev J Plan Level 10 & 19  
2011 Rev D Plan Level 11, 12, 13, 20, 25 & 26  
2014 Rev C Plan Level 14, 15, 16, 17, 21, 22, 23 & 24  
2027 Rev E Plan Level 27  
2028 Rev F plan Level 28 & 29  
2030 Rev F Plan Level 30  
2031 Rev E Plan level 31  
2032 Rev / Roof Plan  
2050 Rev A Wheelchair Accessible Flat Layouts - 1 Bed  
2051 Rev / Wheelchair Accessible Flat Layouts - 2 Bed  
2052 Rev / Wheelchair Accessible Flat Layouts - 3 Bed  
2101 Rev E South East Elevation  
2102 Rev E South West Elevation  
2103 Rev E North West Elevation  
2104 Rev E North East Elevation  
2105 Rev / South East Context Elevation  
2106 Rev / South West Context Elevation  
2107 Rev / North West Context Elevation  
2108 Rev / North East Context Elevation  
  
2201 Rev D Section A-A  
2202 Rev D Section B-B  
2203 Rev D Section C-C  
4101 Rev / Typical Cladding Details  
4104 Rev / Typical Bay Ground Floor - Front  
4105 Rev / Typical Bay Ground Floor - Rear  
4106 Rev / Typical Bay Levels 9 & 18  
4107 Rev / Typical Bay Level 27  
4108 Rev / Typical Bay Level 30

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

Reason: To ensure that the development is constructed in accordance with the approved plans and other details submitted

4. The Local Planning Authority shall be notified in writing, at least one week in advance, that development under this permission is to commence.

Reason: To assist in checking that conditions have been met.

5. Prior to the commencement of the development hereby approved a scheme to deal with the risks associated with contamination of the site shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

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

Any changes to these components require the express written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved scheme.

Reason: To ensure protection of controlled waters

6. No occupation shall take place until a verification report demonstrating completion of works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved, in writing, by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan (a "long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action, as identified in the verification plan. The long-term monitoring and maintenance plan shall be implemented as approved.

Reason: To ensure protection of controlled waters.

7. Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason: Detailed information will be required for the foundation design and in particular piled foundations will require a piling risk assessment. This is required to demonstrate that any remediation measures undertaken are safeguarded and that deformation of the ground by piling does not result in an increase in the risk of near-surface pollutants migrating to underlying aquifers. The groundwater underlying this site is highly vulnerable to contamination. It is a principle aquifer within source protection zones 1 and 2 of a public water abstraction.

8. No impact piling shall take place until a piling method statement (detailing the 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 must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground sewerage utility infrastructure. Piling has the potential to impact on local underground sewerage utility infrastructure.

9. No infiltration of surface water drainage into the ground is permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site

where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. Prior to the commencement of the development, details of how surface water will be disposed of shall be submitted to and approved in writing by the Local Planning Authority in consultation with the Environment Agency and Thames Water. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first use of the building by the general public and shall thereafter be permanently maintained to the satisfaction of the Local Planning Authority. The surface water drainage system should include petrol/oil interceptors. The scheme shall subsequently be implemented and retained in accordance with the approved details before the development is completed.

Reason: To prevent the increased risk of flooding, to improve and protect water quality.

10. No development shall be commenced until a Construction Method and Management Statement has been submitted to and approved by the Local Planning Authority. As a minimum the Construction Method and Management Statement shall include the following;

- (a) details of the location of any construction compounds, either on-site or on land elsewhere;
- (b) details of on-site construction vehicle circulation, including location of site access, on-site vehicle routes, parking areas and frequency of movements;
- (c) details of lighting during the construction of the development
- (d) a dust management plan;
- (e) wheel washing facilities, including wheel spinners with water jets;
- (f) hours of operation of construction.
- (g) the position and operation of cranes
- (h) a Construction Logistics Plan

The development shall be undertaken in accordance with the approved details unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To protect amenity through minimising disruption and disturbance

11. No demolition, construction or maintenance activities undertaken at the site which are audible from the boundary of any residential dwelling shall be undertaken outside the hours of 08.00 to 18.00 Monday to Friday and 08.00 to 13.00 Saturday or any time on bank or public holidays without the prior written approval of the Local Planning Authority, unless works have been otherwise approved in advance under section 61 of the Control of Pollution Act 1974.

Reason: To protect amenity through minimising disruption and disturbance.

12. Deliveries by road of construction and demolition materials to and from the development hereby approved shall only take place between 08.00 -18.00 Monday to Friday and 08.00 - 13.00 on Saturday and at no other time except with the prior written approval of the Local Planning Authority to minor variations.

Reason: To protect amenity through minimising disruption and disturbance.

13. Noise from construction activities shall not exceed 65dB Laeq 1 hour & 70dB Laeq 1 minute at any educational premises measured at 1 metre from the façade of the educational building in question during term time, unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity and ensure educational well being.

14. Noise from construction activities shall not exceed 75dB Laeq 10 hour between 8.00 and 18.00 Monday to Friday and shall not exceed 75dB Laeq 5 hour between 8.00 and 13.00 on Saturdays unless minor variations are otherwise agreed in writing by the Local Planning Authority.

Reason: To prevent loss of amenity.

15. No plant shall be installed until proposals for noise assessment and noise mitigation measures for all permanent plant and processes within that part of the development have been submitted and approved in writing by the Local Planning Authority. Such measures shall be implemented in accordance with details approved pursuant to this condition.

Reason: To prevent loss of amenity.

16. London Underground Infrastructure Protection Condition

The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- provide details on all structures;
- accommodate the location of the existing London Underground structures and tunnels;
- accommodate ground movement arising from the construction thereof; and
- mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

The development shall thereafter be carried out in all respects in accordance with the approved design and method statements, and all structures and works comprised within the development hereby permitted which are required by the approved design statements in order to procure the matters mentioned in paragraphs of this condition shall be completed, in their entirety, before any part of the building hereby permitted is occupied.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure.

17. Prior to commencement of the relevant parts of the construction of the facades of the building hereby permitted, detailed drawings and sections (annotated with materials and finishes) at a scale to be agreed with the Local Planning Authority of:

- i) windows, doors and other openings;
- ii) balustrades at balcony and at roof level;
- iii) canopies above the ground floor entrance and any other wind mitigation measures;
- iii) external security surveillance equipment;
- iv) external lighting; and
- v) water run-off.

shall be submitted to and approved in writing by the Local Planning Authority. The construction of the building facades shall be implemented and shall be retained in accordance with the approved details unless other minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure a satisfactory appearance to the completed development.

18. Prior to the installation of any windows in the building, details of the specification of the windows specified within the acoustic report prepared by RBA Acoustics (dated 5 June 2013) shall be submitted to and approved by the Local Planning Authority. The development shall be carried out in accordance with the approved details and the windows shall be retained and maintained as



approved throughout the life of the development hereby permitted unless minor variations are agreed in writing by the Local Planning Authority.

Reason: To ensure an acceptable standard of residential accommodation is provided.

19. Prior to the of construction of the relevant part of the development hereby permitted, details of the proposed sound insulation scheme to be implemented between the residential accommodation and the terraces/roof terraces shall be submitted to and approved by the Local Planning Authority. Details should include airborne and impact sound insulation. The developer shall certify to the local planning authority that the noise mitigation measures agreed have been installed. The approved scheme is to be completed prior to occupation of the development and shall be permanently maintained thereafter.

Reasons: To protect the amenity of future occupants and/or neighbours.

20. Full details including samples of the materials to be used on all external surfaces (including glazing) shall be submitted to and approved by the Local Planning Authority in writing prior to their use on site. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality.

21. Upon completion of the development and prior to its first occupation, confirmation from a registered assessor shall be submitted to the Local Planning Authority confirming that the development hereby approved has attained, as a minimum, Level 4 of the Code for Sustainable Homes.

Reason: To ensure that the development meets the wider objectives of energy efficiency in new building design and construction.

22. Prior to the commencement of the relevant part of the development, full details of the proposed hard and soft landscaping at ground level and within the streetscape of Great Eastern Road shall be submitted to and approved in writing by the Local Planning Authority. The details shall include full details of all trees, shrubs and other vegetation to be planted, including species, size and density of planting, together with full specification for the depth of the planting medium across these areas. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: To ensure that the Local Planning Authority is satisfied as to the details of the development and to protect the visual amenities of the locality

23. Prior to commencement of the relevant part of the development (i.e. any hard or soft landscaping) full details for biodiversity enhancement measures (including the installation of bird and bat boxes) shall be submitted to and approved in writing by the Local Planning Authority. The development shall only be carried out in accordance with the approved details. The approved details shall be implemented prior to the first occupation of the building and shall thereafter be permanently maintained throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

Reason: In the interest of sustainable design and construction and to enhance biodiversity within the development.

24. The development hereby permitted shall be connected to the Cofely East London Energy District Energy Scheme (CELE) and the building shall not be occupied until it has been so connected.

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

25. Prior to the commencement of the relevant part of the development details of the method of provision for secure cycle storage for 206 cycles shall be submitted to and approved in writing by the Local Planning Authority. The cycle storage shall be constructed in accordance with the approved details and maintained at all times thereafter throughout the life of the development hereby permitted to the satisfaction of the Local Planning Authority.

**Reason:** To ensure that adequate provision is made for sustainable forms of transport.

26. Prior to first occupation of any residential unit hereby permitted arrangements shall be made to ensure the accommodation is "car-free" in accordance with a detailed scheme or agreement which has been submitted to and approved in writing by the Local Planning Authority and implemented on first occupation. The approved scheme/agreement shall ensure that all future residents of the development hereby approved cannot apply for or obtain an on-street parking permit to park a vehicle on the public highway, and such approved scheme shall be maintained at all times thereafter unless minor variations have been agreed in writing by the Local Planning Authority.

**Reason:** To prevent on-street parking within restricted parking areas and to encourage the use of public transport to access the development in view of the high level of accessibility to public transport.

27. Prior to their installation, details of the charging points for electric cars and for mobility scooters shall be submitted to and approved in writing by the Local Planning Authority and thereafter shall be provided in accordance with the approved details before residential occupation of the building and subsequently retained for that purpose.

**Reason:** To ensure that provision is made for the parking and charging of electrically powered cars and mobility scooters.

28. Before any part of the development is occupied as habitable dwellings full details of the waste management strategy for the development shall be submitted to and approved in writing by the Local Planning Authority. Following approval the arrangements for the disposal of waste from the development shall be implemented in accordance with the approved details at all times unless other minor variations are agreed in writing by the Local Planning Authority.

**Reason:** To ensure that adequate arrangements are made for the disposal of waste from the premises.

29. Within two months of the date of this permission details of a marketing strategy to highlight the availability and inclusive design features of individual residential units, and in particular those that are capable of being adapted for occupation by wheelchair users, shall be submitted to and approved by the Local Planning Authority. The Strategy shall include details of;
- i) The features of inclusive design across the development as a whole;
  - ii) The location of units capable for adaptation for occupation by wheelchair users; and
  - iii) The media to be used to advertise the availability of units capable of being adapted for occupation by disabled residents.

Forthwith on approval the approved strategy shall be implemented at all times throughout the marketing for initial occupation of the development hereby permitted, unless minor variations have been agreed in writing by the Local Planning Authority.

**Reason:** To ensure that the inclusive design attributes for the site are highlighted.

## **Informatives:**

### **Mayor of London's Community Infrastructure Levy (CIL) –**

This application will attract a charge under the Mayor of London's CIL, which in the London Borough of Newham is a flat rate charge of £20 per square metre of internal floorspace.

For more information on the Mayor of London's CIL please see [www.london.gov.uk/publication/mayoral-community-infrastructure-levy](http://www.london.gov.uk/publication/mayoral-community-infrastructure-levy). To view the CIL regulations and for more information on CIL in general please see the Communities and Local Government CIL webpage on [www.communities.gov.uk/planningandbuilding/planningsystem/communityinfrastructurelevy](http://www.communities.gov.uk/planningandbuilding/planningsystem/communityinfrastructurelevy).

Be advised that if you wish to make a claim for relief this needs to be made before the development is commenced, please see the Claiming Exemption or Relief Form also on the Planning Portal.

You are also required to notify Newham Council prior to commencement of the development, please see the Commencement Notice Form also on the Planning Portal.

There are penalty surcharges in the CIL regulations if no one assumes liability and a Commencement Notice is not submitted to Newham Council. It is an offence for a person to knowingly or recklessly supply information which is false or misleading in a material respect to a collecting or charging authority in response to a requirement under the Community Infrastructure Levy Regulations (2010) as amended (regulation 110, SI 2010/948). A person guilty of an offence under this regulation may face unlimited fines, two years imprisonment, or both.

### **London Underground Infrastructure Protection**

The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation; construction methods; security; boundary treatment; safety barriers; landscaping and lighting.

### **Thames Water**

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

Approval of any construction work will be subject to consultation and agreement with Thames Water Customer Led Team. TWUL would like to highlight the sensitive nature of the underlying Chalk aquifer. In this location there is limited natural protection in the form of approximately 25m of low permeability sands, silts and clays overlying Thanet Sands, overlying the Chalk. If works are likely to penetrate more than 15mbgl please consult Thames Waters' Groundwater Resources Team on 02035773603.

### **Lifting Operations and Lifting Equipment Regulations 1998 (LOLER)**

The proposed passenger/goods lift must comply with the requirements of the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER). There is a specific requirement that no new lift may be used unless it has either a certificate of thorough examination or a certificate of conformity to the relevant EU Directive. Normal commissioning documentation IS NOT ADEQUATE. Use of a lift that does not comply with LOLER is a criminal offence. You should refer to your CDM planning supervisor to ensure compliance.

Note: Compliance with Planning Law does not automatically mean that you will comply with more specific Health and Safety Law requirements.

### Sound Insulation.

The sound insulation between flats in this development must meet or exceed the standards set out in approved Document E of the Building Regulations. Reference should be had to the Council's Building Control Department or an approved building inspector

### Housing Ventilation

The mechanical ventilation to the bathrooms should comply with Part F of the Building Regulations 2010. Where the kitchen areas form part of a living room they should be provided with mechanical extract ventilation (or other approved alternative to a window opening) to prevent transmission of water vapour and odours to the living areas.

### Air pollution & noise from demolition or construction

#### *Smoke*

Bonfires should not be used on any construction or demolition sites. Burning materials creates smoke that contains carbon monoxide, particles & a range of noxious compounds. A bonfire will add to the background level of air pollution, which can cause adverse health affects to persons on site & beyond the site boundary. The smoke, smell & smuts from bonfires can also cause annoyance to neighbours & bonfires may get out of control & become dangerous.

The Clean Air Act 1993 makes it an offence to burn any material that results in the emission of dark smoke on industrial or trade premises (including demolition sites), with a maximum fine of £20,000.

The Environmental Protection Act 1990 gives Local Authorities & the Environment Agency the power to control smoke arising from burning waste on site. In cases where complaints have been received, or the Council has reason to believe that burning is to take place & nuisance is likely to occur, an Abatement Notice may be served prohibiting nuisance & specifying steps to be taken to minimise further problems. If the requirements of the notice are not satisfied the local authority can enforce by taking legal proceedings.

#### *Dust*

Particulate matter from demolition & construction movement, prior to occupation can also damage health & impact upon quality of life by leaving deposits on cars, windows & property. These impacts can be reduced through using measures such as:

- Using water sprays or sprinklers to suppress dust during dust generating activities such as filling skips, breakout of concrete & managing stock piles
- Washing the wheels of vehicles leaving the site if they are carrying mud or debris.
- Erecting solid barriers to the site boundary.
- Ensuring that lorries leaving the site carrying debris or waste are properly covered.
- Cleaning the road & footpath near the site entrance as required.

Where disk cutters are to be used they should have a dust bag, have water suppression or the movement area should be wet prior to use of the machinery.

Where demolition or construction is due to occur over greater than one week the contractor should provide the local authority with a dust management protocol. This should detail the identification of dust generating activities, their location, duration & the means by which the dust shall be suppressed.

Under the Environmental Protection Act 1990 dust from a demolition or construction sites may, like smoke, be a statutory nuisance. As above the local authority may serve an abatement notice on the person responsible & take legal proceedings if the notice is not complied with.

Detailed guidance on dust issues relating to construction sites can be found in the Building Research Establishment documents 'Control of dust from construction & demolition activities' & 'Improving air quality in urban environments: Guidance for the construction industry'.

In addition, the control of dust & emissions from construction & demolition, is seen as the most comprehensive dust management protocol. Contractors should be aware of its details regarding the efficient management of dust & particulate on site.

[http://www.london.gov.uk/mayor/environment/air\\_quality/construction-dust.isp](http://www.london.gov.uk/mayor/environment/air_quality/construction-dust.isp)

### **Noise**

The redevelopment of a site involving demolition & construction activities will inevitably cause some noise that affects neighbouring residential or commercial properties. You can reduce or avoid annoyance for neighbours by informing the neighbours before demolition or construction movement starts telling them about the movement & what to expect. Give the neighbours a contact name & telephone number & keep them informed. If a neighbour does makes a complaint try to resolve the matter straight away.

Complaints are often made in relation to noise at unsociable hours of the day. We recommend working hours of 0800–1800hrs Monday to Friday & 0800–1300hrs on Saturdays. Prior to occupation, no noisy movements should be carried out on Sundays & Bank/Public Holidays.

The Control of Pollution Act 1974 gives the Council the power to serve a Notice upon contractors or developers which sets out how movements should be carried out, prior to occupation, to minimise noise arising from demolition or construction activities. This may involve restricting the hours of noisy operations audible beyond the site boundary, the provision of noise barriers & precluding the use of some plant.

Developers & contractors have the option of applying to the Council for approval of their works prior to commencement.

Detailed guidance on noise issues relating to construction sites can be found in BS 5228 *Noise control on construction & open sites*. In particular, Part 1, "Code of Practice for basic information & procedures for noise control" will be useful because as well as giving general advice, it describes a method for predicting noise from construction sites.

### **Supersession**

Developers should be aware that there are likely to be other Acts or legislation that are not covered in this document & that acts & regulations identified within the document may have been superseded.

Please note that if you are carrying out demolition movements you may need to notify the Council as required by the Building Act 1984. This enables the Council to protect public safety & ensure that adjoining premises & the site are made good on completion of the demolition. For further information contact London Borough of Newham Council Building Control Service on 020 8430 2000 or Email: [reception.bco@newham.gov.uk](mailto:reception.bco@newham.gov.uk)

If you have any queries about air pollution or noise from construction or demolition sites please telephone or email Public Protection on 0208 430 3820 or [pollution.inquiry@Newham.gov.uk](mailto:pollution.inquiry@Newham.gov.uk)

### **London City Airport**

London City Airport recommend that the building and any associated craneage be fitted with aviation obstacle lighting due to its size and location. For information and guidance about obstacle lighting please see the document published by the Civil Aviation Authority (CAA), CAP 168: Chapter 4

### **Proactive and Positive Statement**

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

The proposed development has been subject to pre-application discussions between the applicant and the local planning authority through a jointly prepared Planning Performance Agreement which enabled considerations in respect of the proposed development to be discussed at an early opportunity and before the planning application was submitted to the local planning authority.

Following submission of the planning application, the local planning authority continued to work with the applicant in a positive and proactive manner. This solution has enabled planning permission to be granted.

The applicant and the local planning authority have entered into a section 106 agreement, the obligations in which have been a material consideration in the decision to grant planning permission.

**Dated this:**

**Anthony Hollingsworth**  
Director of Planning Policy and Decisions  
London Legacy Development Corporation

**London Legacy Development Corporation**  
**TOWN AND COUNTRY PLANNING ACT 1990**

**Appeals to the Secretary of State**

- \* If you are aggrieved by the decision of your Local Planning Authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for Communities and Local Government under Section 78 of the Town and Country Planning Act 1990.
- \* If you want to appeal then you must do so within SIX months of the date of this notice, using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to the London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online.
- \* The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.qsi.gov.uk](mailto:enquiries@pins.qsi.gov.uk) ) or (Tel: 0117 372 8000). To make an appeal online, please use [www.planningportal.gov.uk/pcs](http://www.planningportal.gov.uk/pcs). The Inspectorate will publish details of your appeal on the internet. This may include copies of documentation from the original planning application and relevant supporting documents supplied to the local authority, and or information, including personal information belonging to you that you are happy will be made available in this way. If you supply personal information belonging to a third party please ensure you have their permission to do so. More detailed information about data protection and privacy matters is available on the Planning Portal.
- \* The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of appeal.
- \* The Secretary of State need not consider an appeal if it seems to him that the Local Planning Authority could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provisions of the development order and to any directions given under the order.
- \* In practice, the Secretary of State does not refuse to consider appeals solely because the Local Planning Authority based its decision on a direction given by him.

**Purchase Notice**

- \* If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by carrying out any development which has been or would be permitted.
- \* In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with Part VI of the Town and Country Planning Act 1990.
- \*

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PH.D. THESIS

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