

DATED 12 October 2018

- (1) LONDON LEGACY DEVELOPMENT CORPORATION  
(2) ARTESIAN CHALLENGER LIMITED AND ARTESIAN COMPETITOR LIMITED  
(3) BANK OF LONDON AND THE MIDDLE EAST PLC

CERTIFIED TO BE A TRUE AND COMPLETE  
COPY OF THE ORIGINAL  
DATED THIS 12 DAY OF October 2018

Pinsent Masons LLP

*Pinsent Masons LLP*

---

PLANNING OBLIGATION BY AGREEMENT  
made pursuant to section 106 of the Town and Country  
Planning Act 1990  
and all other powers enabling  
relating to 11 Burford Road, Stratford E15 2ST

---



Pinsent Masons

## CONTENTS

| Clause |   | Page |
|--------|---|------|
| 1      | INTERPRETATION  | 1    |
| 2      | EFFECT OF THIS AGREEMENT                                  | 5    |
| 3      | CONDITIONALITY  | 6    |
| 4      | THE DEVELOPER'S COVENANTS WITH THE LPA                    | 7    |
| 5      | THE LPA'S COVENANTS WITH THE DEVELOPER                    | 7    |
| 6      | NOTICES   | 7    |
| 7      | SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT   | 8    |
| 8      | VERIFICATION AND ENFORCEMENT                              | 8    |
| 9      | THE MORTGAGEE   | 9    |
| 10     | DISPUTE RESOLUTION  | 9    |
| 11     | NO WAIVER   | 10   |
| 12     | DUTY TO ACT REASONABLY AND IN GOOD FAITH                  | 10   |
| 13     | EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 | 10   |
| 14     | THE LPA'S COSTS   | 10   |
| 15     | FINANCIAL CONTRIBUTIONS AND INDEXATION                    | 10   |
| 16     | INTEREST  | 11   |
| 17     | JURISDICTION AND LEGAL EFFECT                             | 11   |
| 18     | EXECUTION   | 11   |
|        | SCHEDULE 1 - TRANSPORT AND HIGHWAYS                       | 12   |
|        | SCHEDULE 2 - SUSTAINABILITY                               | 13   |
|        | APPENDIX 1 - PLAN 1                                       | 15   |
|        | APPENDIX 2 - PLAN 2                                       | 16   |
|        | APPENDIX 3 - PLAN 3                                       | 17   |
|        | APPENDIX 4 - PLAN 4                                       | 18   |
|        | APPENDIX 5 - DRAFT PLANNING PERMISSION                    | 19   |

THIS AGREEMENT is made on 12 October

2018

**BETWEEN:-**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**");
- (2) **ARTESIAN CHALLENGER LIMITED** (Company Number 02552255) whose registered office is at 60 Webb's Road, London SW11 6SE and **ARTESIAN COMPETITOR LIMITED** (Company Number 02617719) whose registered office is at 60 Webb's Road, London SW11 6SE (the "**Developer**"); and
- (3) **BANK OF LONDON AND THE MIDDLE EAST PLC** (Company Number 05897786) whose registered office is at Cannon Place, 78 Cannon Street, London EC4N 6HL (the "**Mortgagee**").

**WHEREAS:-**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Developer has a freehold interest in the Site registered at the Land Registry with Title Number EGL460075.
- (C) The Mortgagee is the registered proprietor of the charge dated 17 April 2018 referred to in entry number 6 of the charges register of Title Number EGL460075 and has agreed to enter into this Agreement to give its consent to the terms of the Agreement.
- (D) The Planning Application was validated by the LPA on 25 October 2017.
- (E) On 24 July 2018 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (F) The LPA considers that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (G) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

**IT IS AGREED** as follows:-

**1. INTERPRETATION**

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

|                                 |  |
|---------------------------------|--|
| "1990 Act"                      | means Town and Country Planning Act 1990   |
| "Agreement"                     | means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers                                |
| "Anticipated Commencement Date" | means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced |
| "Commencement Date"             | means the date upon which the Development is Commenced   |

|                                  |  |
|----------------------------------|--|
| <b>"Commencement"</b>            | means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and <b>"Commence"</b> and <b>"Commenced"</b> shall be construed accordingly |
| <b>"Commercial Unit"</b>         | means a commercial unit provided as part of the Development  |
| <b>"Comply"</b>                  | means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and <b>"Compliance"</b> shall be construed accordingly  |
| <b>"Consent"</b>                 | means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed  |
| <b>"Council"</b>                 | means the London Borough of Newham and its successor in function   |
| <b>"Developer"</b>               | shall have the meaning ascribed to it in Clause 1.2.7  |
| <b>"Development"</b>             | means the development of the Site pursuant to the Planning Permission  |
| <b>"Dispute"</b>                 | means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)  |
| <b>"Expert"</b>                  | means an independent expert appointed in accordance with the provisions of Clause 10 to determine a Dispute  |
| <b>"Highway Authority"</b>       | means the Council and/or TfL or their successors in function   |
| <b>"Index"</b>                   | means the All-in Tender Price Index or a different index that the Parties agree to be more appropriate.  |
| <b>"Indexed"</b>                 | means in relation to a sum that it is to be increased in accordance with Clause 15   |
| <b>"Interest"</b>                | means interest at 3% above the base lending rate of Barclays Bank Plc from time to time  |
| <b>"Occupy" and "Occupation"</b> | means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out, security or marketing  |

|                                |   |
|--------------------------------|---|
| <b>"Off Site"</b>              | means on land outside the Site  |
| <b>"On Site"</b>               | means on land within the Site   |
| <b>"Parties"</b>               | means the parties to this Agreement and the word <b>"Party"</b> shall mean any one of them  |
| <b>"Plan 1"</b>                | means the plan attached at Appendix 1 of this Agreement showing the Site  |
| <b>"Plan 2"</b>                | means the plan attached at Appendix 2 of this Agreement showing the Blue Badge Space  |
| <b>"Plan 3"</b>                | means the plan attached at Appendix 3 of this Agreement showing the short-stay cycle parking provision to be provided with the Cycle Parking Contribution   |
| <b>"Plan 4"</b>                | means the plan attached at Appendix 4 of this Agreement showing the location of the Highway Improvements  |
| <b>"Planning Application"</b>  | means the application for planning permission submitted to the LPA and given reference number 18/00293/FUL for the demolition of existing fourth floor and erection of new fourth and fifth floors for class B1 (business) use and the installation of new plant equipment (including an acoustic screen) to the roof, infilling of south eastern corner at the ground and upper floors, removal of all 12 car parking spaces, new glazed façade at ground floor level, provision of a 40 space cycle parking area and a change of use of the ground floor from class A1 (shops) and A2 (financial and professional services) to B1 with 94sqm of flexible class B1 or A3 (cafes and restaurants) |
| <b>"Planning Permission"</b>   | means the planning permission which may be granted by the Council subject to conditions pursuant to the Planning Application and substantially in accordance with the draft which is attached at Appendix 5   |
| <b>"Reasonable Endeavours"</b> | means that it is agreed by the Parties that the Developer will be bound to attempt to fulfil the relevant obligation by the expenditure of such efforts and/or sums of money and the engagement of such professional or other advisers as in the circumstances may reasonably be expected of a competent commercial developer in the context of the Development (or part of the Development) but which for the avoidance of doubt will not include any obligation on the Developer to undertake any proceedings (including any appeal in any court, public inquiry or at the hearing) unless specified to the contrary  |
| <b>"Requisite Consents"</b>    | means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise)  |
| <b>"Site"</b>                  | means the land shown edged red on Plan 1  |
| <b>"SPD"</b>                   | means the LPA's supplementary planning document Planning Obligations dated 10 November 2016   |
| <b>"TfL"</b>                   | means Transport for London or its successor in function   |

**"Utility Undertaker"** means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site

**"Working Day"** means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Part is to a part of an Appendix to this Agreement;
- (e) Table is to a table of an Appendix to this Agreement;
- (f) Recital is to a Recital to this Agreement; and
- (g) Plan, is to a plan annexed to this Agreement as an Appendix;

1.2.2 references to any statute or statutory provision include references to:-

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

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

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 subject to the provisions of this Agreement references to the Developer in this Agreement include: -

- (a) the Developer;

- (b) persons deriving title from the Developer; and
- (c) the Developer's successors, assigns, transferees;

- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 "**including**" means "**including without limitation**";
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to knowingly permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.

1.3 The Interpretation Act 1978 shall apply to this Agreement.

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

1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 10 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required Approval or other Consent for the purposes of this Agreement.

1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-

- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

## 2. **EFFECT OF THIS AGREEMENT**

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

- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 The obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but Subject To the provisions of this Agreement also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
- 2.4.2 occupiers or lessees of individual units of Commercial Units who are in physical Occupation of such units;
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or the part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 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 quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

### 3. **CONDITIONALITY**

- 3.1 This Agreement is conditional upon: -
- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 the Commencement of Development



save for the provisions of this Clause 3, Clauses 2, 6, 10, 12, 14, 17 and 18 which shall come into effect immediately upon completion of this Agreement.

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

4.1 The Developer on behalf of themselves and (subject as provided for by this Agreement) their successors in title to the Site covenant with the LPA that they shall:-

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

4.1.2 subject to clause 2.10, not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out; and

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

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

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

5.2 Subject to Clause 5.5, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.

5.3 The LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.

5.4 The LPA covenants with the Developer that it will re-pay to such person who made the payment such amount of any payment made to the LPA under the Schedules of this Agreement and which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest earned thereon.

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

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid and such purpose shall be carried out if at all possible prior to Occupation of the Development.

#### 6. NOTICES

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

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

6.1.2 if sent by first class post or recorded delivery post, the day 2 (two) Working Days after the date of posting.

6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 (five) Working Days' notice:-

**LPA:**

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

For the attention of: Anthony Hollingsworth

**Developer:**

Address: ARTESIAN CHALLENGER LIMITED and ARTESIAN  
COMPETITOR LIMITED  
60 Webb's Road  
London  
SW11 6SE

For the attention of: Company Secretary

**Mortgagee:**

Address: BANK OF LONDON AND THE MIDDLE EAST PLC  
Cannon Place  
78 Cannon Street  
London  
EC4N 6HL

For the attention of: Bank Manager

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

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

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

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

**8. VERIFICATION AND ENFORCEMENT**

During construction of the Development the Developer shall permit the LPA and its authorised employees, agents, surveyors and other representatives to enter upon the Site and any buildings

erected thereon pursuant to the Development at reasonable times and upon reasonable prior notice of at least 7 (seven) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **PROVIDED THAT** the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

## 9. THE MORTGAGEE

9.1 The Mortgagee acknowledges and declares that:-

- 9.1.1 this Agreement has been entered into by the Developer with its consent;
- 9.1.2 the Site shall be bound by the obligations contained in this Agreement; and
- 9.1.3 the security of the Mortgagee over the Site shall take effect subject to this Agreement

Provided Always that the Mortgagee shall have no liability for any breach of the terms of this Agreement save of it shall have become a mortgagee in possession of the Site.

9.2 No Mortgagee shall have liability for any breach of the provisions of this Agreement save if it occurs during such period as he is a Mortgagee in possession of the Site.

## 10. DISPUTE RESOLUTION

10.1 One party may by serving notice on all the other parties (the "**Notice**") refer a Dispute to an Expert for determination.

10.2 The Notice must specify: -

- 10.2.1 the nature, basis and brief description of the Dispute;
- 10.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and
- 10.2.3 the proposed Expert.

10.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 10.7 provides otherwise) to nominate the Expert at their joint expense.

10.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

10.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.

10.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further 5 (five) Working Days in respect of any such submission and material.

- 10.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense: -
- 10.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
  - 10.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
  - 10.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
  - 10.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
  - 10.7.5 in all other cases, the President of the Law Society to nominate the Expert.

11. **NO WAIVER**

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

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**

Subject to clauses 2.4 and 2.7 (exclusions from liability), 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. **THE LPA'S COSTS**

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

15. **FINANCIAL CONTRIBUTIONS AND INDEXATION**

- 15.1 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.
- 15.2 The Carbon Offset Contribution and the Cycle Parking Contribution will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until payment of such contribution becomes due.
- 15.3 Price per Carbon Tonne (defined in Schedule 2) will be increased by reference to the amount of the quarterly increase in the Index from the date of the SPD until payment of the Carbon Offset Contribution becomes due.

16. **INTEREST**

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

17. **JURISDICTION AND LEGAL EFFECT**

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

17.2 The provisions of this Agreement (other than this Clause 17.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **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

### TRANSPORT AND HIGHWAYS

#### 1. DEFINITIONS

- "Blue Badge Space"** means one blue badge space to be provided in accordance with this Schedule 1 in the location shown on Plan 2
- "Cycle Parking Contribution"** means the sum of £2,400 (two thousand and four hundred pounds) (Indexed) to be used by the LPA or the Council for the provision of short-stay cycle parking spaces in the location shown on Plan 3
- "Highway Improvements"** means highway works that will include works to reinstate the footpath and remove the dropped kerb and vehicle crossover as shown on Plan 4
- "Section 278 Agreement"** means a highway agreement entered into pursuant to section 278 of the Highways Act 1980 between the Developer and the relevant Highway Authority(s) in consultation with TfL

#### 2. BLUE BADGE SPACES PROVISION

- 2.1 Prior to the Occupation of Development the Developer shall submit a scheme(s) (prepared in consultation with the Highway Authority) to be approved in writing by the LPA for the provision of the Blue Badge Space.
- 2.2 The scheme(s) approved in accordance with paragraph 2.1 shall thereafter be delivered prior to the Occupation of the Development unless otherwise agreed in writing with the LPA.

#### 3. CYCLE PARKING CONTRIBUTION

Prior to the Occupation of Development the Developer shall pay to the LPA the Cycle Parking Contribution.

#### 4. HIGHWAY IMPROVEMENTS

- 4.1 Prior to the Occupation of the Development to agree in writing a specification for the Highway Improvements with the LPA and the Highway Authority
- 4.2 Prior to the Occupation of the Development to enter into a Section 278 Agreement with the Highway Authority to secure the delivery of the Highway Improvements in accordance with the specification agreed under paragraph 4.1 and on terms that are reasonably satisfactory to the LPA and the Highway Authority to deliver the Highways Improvements prior to Occupation of the Development.

**SCHEDULE 2**  
**SUSTAINABILITY**

**1. DEFINITIONS**

**"Carbon Offset Contribution"** means the sum of £4,953 (four thousand nine hundred and fifty three pounds) (Indexed) calculated by multiplying the Price Per Carbon Tonne by the tonnage of residual CO2 emissions caused by the Development

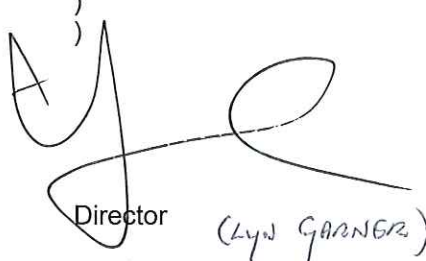
**"Price Per Carbon Tonne"** means £60 (Indexed from the date of the SPD) per carbon tonne or such other amount as may be set in local or national policy relating to offset solutions

**2. CARBON OFFSETTING CONTRIBUTION**

The Developer shall pay the Carbon Offset Contribution to the LPA prior to the Occupation of the Development.

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



**EXECUTED** as a Deed (but not delivered until dated) by affixing the Common Seal of **LONDON LEGACY DEVELOPMENT CORPORATION** in the presence of:-

)  
)  
)  
  
Director (Lyn GARNER)



Director/Secretary

**EXECUTED** as a Deed (but not delivered until dated) by **ARTESIAN CHALLENGER LIMITED** acting by two Directors or a Director and the Secretary:-

)  
)  
)  
)  
)  
)  
Director   
Director/Secretary 

EXECUTED as a Deed (but not delivered until dated) by  
**ARTESIAN COMPETITOR LIMITED**  
acting by two Directors or a Director and the Secretary:-

)  
)  
)  
)  
)



Director



Director/Secretary

EXECUTED as a deed by  
**BANK OF LONDON AND THE MIDDLE EAST PLC**  
acting by two authorised signatories

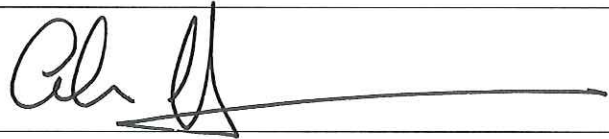
Signature



Print name

R PLAIN E

Signature



Print name

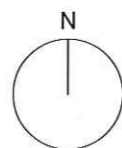
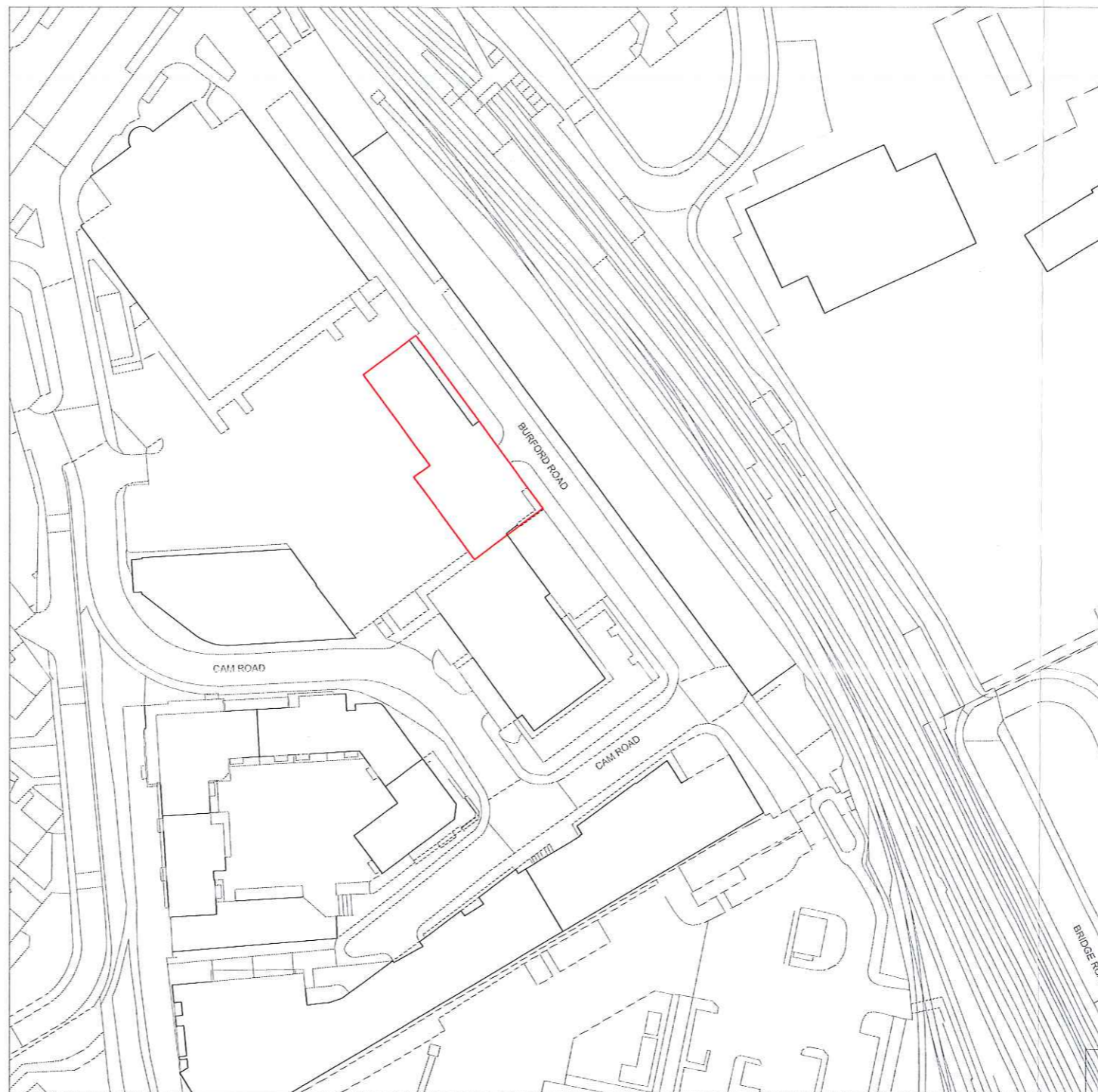
GILES CUNNINGHAM



**APPENDIX 1**

**PLAN 1**

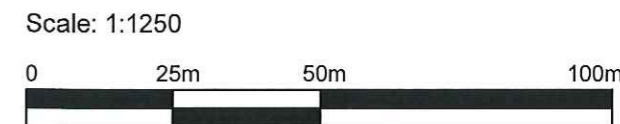
---



*W* *M*  
*WMS*  
*R*

*Q*  
 (lyn spencer)

*WMS* *M*  
*W* *R*

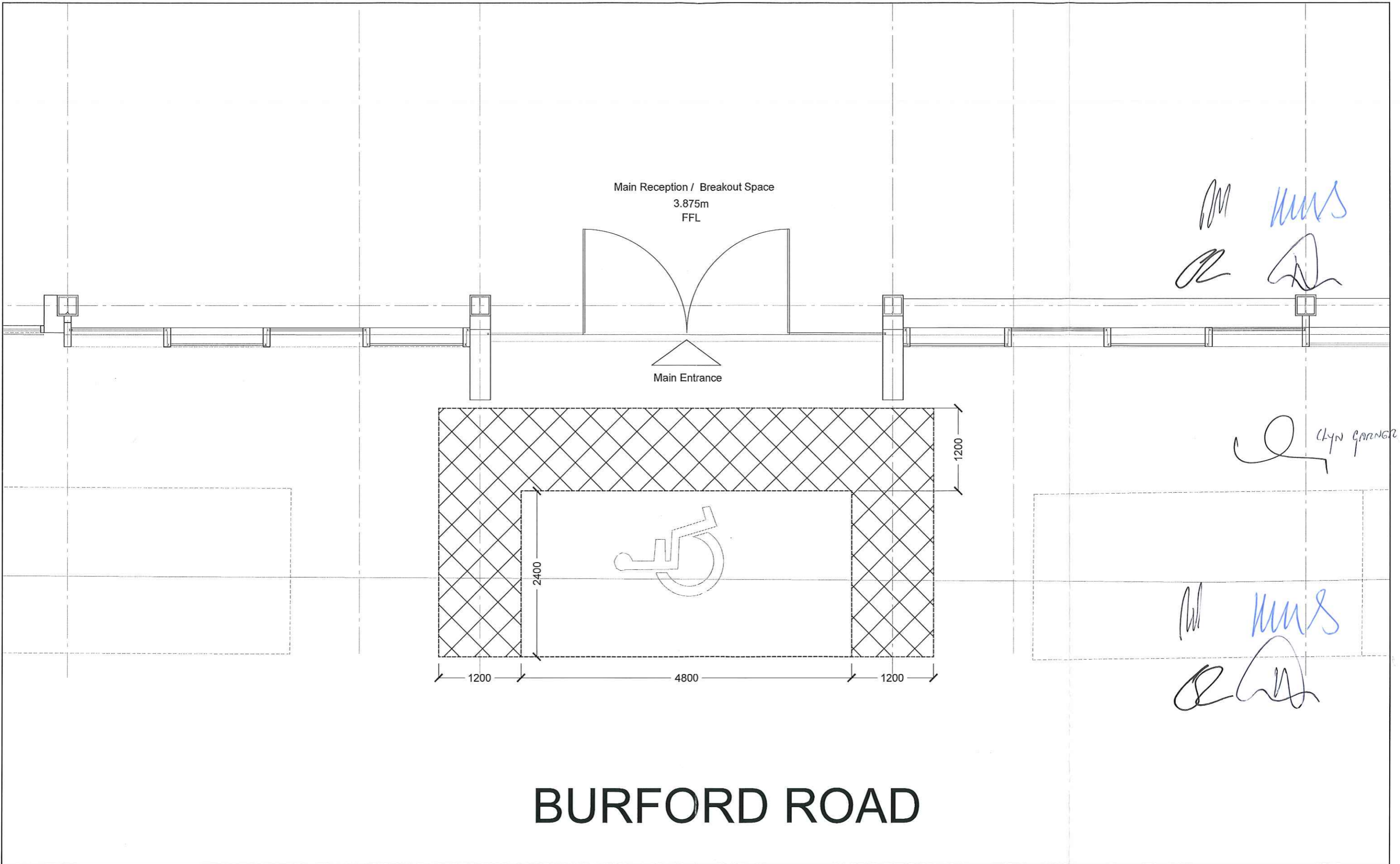


|  |                              |          |      |      |      |   |  |
|--|------------------------------|----------|------|------|------|---|--|
| mail@stamosyeoharchitects<br>1st Floor, Old Town Hall<br>354 Mare Street<br>London, E8 1HR<br>tel +44(0)2089861280 | Drawing Title:               |          | Note | Date | Rev. | <b>Stamos Yeoh architects</b><br>Date: 21/08/2018<br>Check by: Scale: 1:1250 @ A3<br>Drawing No: <b>PLAN 01</b> |  |
|  | Plan 01: OS Site Plan        |          |      |      |      |   |  |
|  | Project:                     | Client:  |      |      |      |   |  |
|  | Burford Road Business Centre | Artesian |      |      |      |   |  |

**APPENDIX 2**

**PLAN 2**

---



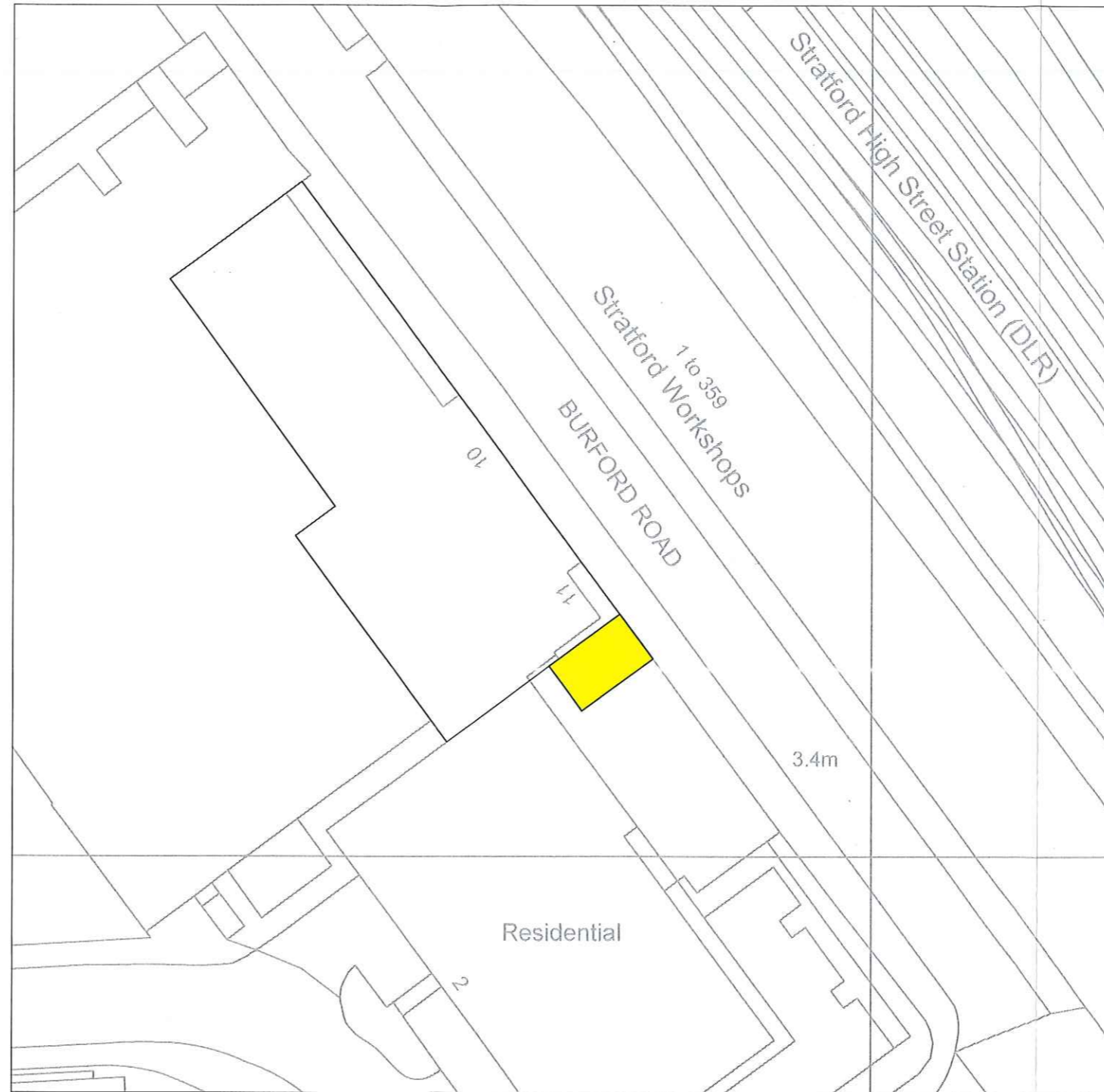
# BURFORD ROAD

|  |  |                     |           |           |           |                               |                               |
|--|--|---------------------|-----------|-----------|-----------|-------------------------------|-------------------------------|
| mail@stamosyeoharchitects<br>1st Floor, Old Town Hall<br>354 Mare Street<br>London, E8 1HR<br>tel +44(0)2089861280 | Drawing Title:<br><b>Plan 02: Blue Badge Space</b> |                     | Note<br>- | Date<br>- | Rev.<br>- | <b>Stamos Yeoh architects</b> |                               |
|  | Project:<br>Burford Road Business Centre           | Client:<br>Artesian |           |           |           | Date:<br>21 / 08 / 2018       | Check by:<br>Scale: 1:50 @ A3 |

**APPENDIX 3**

**PLAN 3**

---



*(Lyn Garner)*

*MMS*

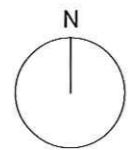
*A*

*R*

*MMS*

*A R*

External Cycle Parking

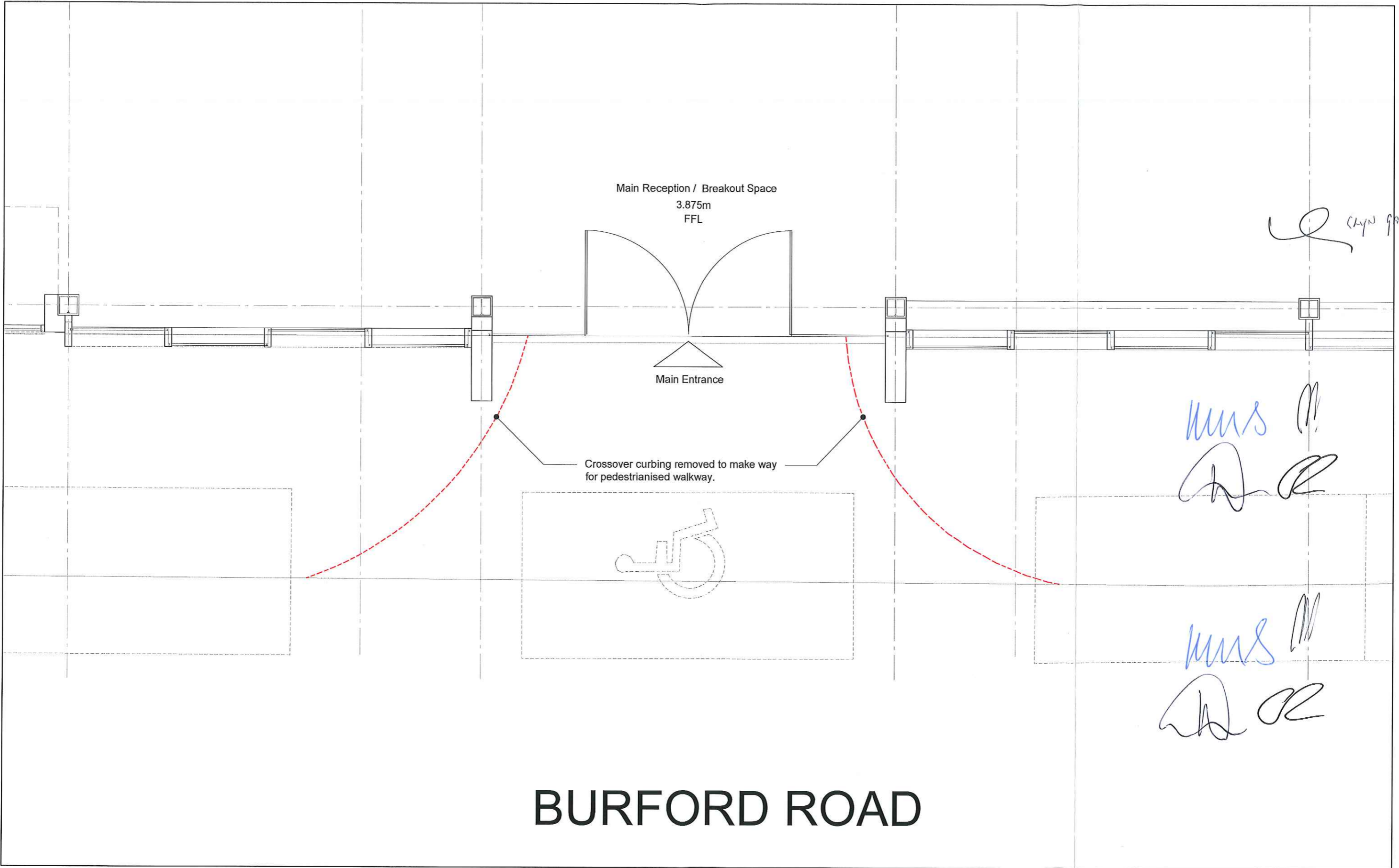


|  |   |          |      |      |      |  |  |
|--|---|----------|------|------|------|--|--|
| mail@stamosyeoharchitects<br>1st Floor, Old Town Hall<br>354 Mare Street<br>London, E8 1HR<br>tel +44(0)2089861280 | Drawing Title:  |          | Note | Date | Rev. | <b>Stamos Yeoh architects</b><br>Date: 21 / 08 / 2018<br>Check by: Scale: 1:500 @ A3<br>Drawing No: <b>PLAN 03</b> |  |
|  | <b>Plan 03: Location of External Cycle Parking Spaces</b> |          |      |      |      |  |  |
|  | Project:  | Client:  |      |      |      |  |  |
|  | Burford Road Business Centre                              | Artesian |      |      |      |  |  |

**APPENDIX 4**

**PLAN 4**

---



# BURFORD ROAD

|  |   |      |      |      |   |
|--|---|------|------|------|---|
| mail@stamosyeoharchitects<br>1st Floor, Old Town Hall<br>354 Mare Street<br>London, E8 1HR<br>tel +44(0)2089861280 | Drawing Title:  | Note | Date | Rev. | <b>Stamos Yeoh architects</b><br>Date: 21 / 08 / 2018<br>Check by: Scale: 1:50 @ A3<br>Drawing No: <b>PLAN 04</b> |
|  | Plan 04: Highway Improvement Works<br>Project: Burford Road Business Centre<br>Client: Artesian | -    | -    | -    |   |



**APPENDIX 5**  
**DRAFT PLANNING PERMISSION**

---

**FULL PLANNING PERMISSION APPROVAL**

**Town and Country Planning Act 1990 (as amended)  
Town and Country Planning (Development Management Procedure) (England) Order 2015**

---

Please see notes at the end of this notice

Applicant

Artesian Property Partnership

Agent

Oliver Coleman,  
Rolfe Judd Planning Ltd  
Old Church Court, Claylands Road  
The Oval  
London  
SW8 1NZ

---

**Part I - Particulars of Application**

Date of Application: 29-May-2018

Application No: 18/00293/FUL

---

Proposal: Demolition of existing fourth floor and erection of new fourth and fifth floors for Class B1 (Business) use and the installation of new plant equipment (including an acoustic screen) to the roof. Infilling of south-eastern corner at the ground and upper floors. Removal of all 12 car parking spaces, new glazed façade and ground floor level, provision of a 40-space cycle parking area and a change of use of the ground floor from Class A1(Shops) and A2 (Financial and professional services) to Class B1 with 94sqm of flexible Class B1 or A3 (Cafes and restaurants).

Location: 11, Burford Road, Stratford, E15 2ST

---

**Part II - Particulars of Decision**

---

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

1. The development hereby permitted (hereinafter referred to as the "Development") shall be commenced (meaning initiated as defined in section 56(4) of the Town and Country Planning Act 1990, hereinafter referred to as "Commenced") before the expiration of three years from the date of this permission.

Reason: In accordance with Section 91 of the Town and Country Planning Act 1990 (as amended).

2. The development shall be carried out in accordance with the following details and plan numbers:

[To be inserted]

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 this condition.

Reason: To ensure that the development is undertaken in accordance with the approved drawings.  
Acoustic Screen

3. The fourth and fifth floors of the development hereby permitted shall not be occupied until an acoustic screen for the air conditioning units has been first installed.. The acoustic screen shall thereafter be permanently retained and maintained.

Reason: To protect the amenity of nearby residential occupiers.

#### **External Materials**

4. The external materials used in the carrying out of this permission shall match the original external materials in type, colour, dimensions, and in the case of brickwork, bond and coursing and pointing.

Reason: To ensure that the new works blend in with the existing building, in the interest of visual amenity.

#### **Aluminium Louvres**

5. The fourth and fifth floors of the development hereby permitted shall not be occupied until the aluminium louvers for the air conditioning condenser acoustic enclosure have been provided as powdercoated, in a colour to match the fifth floor window frames. The aluminium louvers shall thereafter be retained and maintained.

Reason: To ensure that the new works blend in with the existing building in the interest of the visual amenity.

6. The fourth and fifth floor levels of the development hereby permitted shall not be occupied until the projecting fins to the rear elevation shown have been installed. The projecting fins shall thereafter be permanently retained.

Reason: To ensure that there is no unacceptable overlooking to neighbouring occupants.

#### **Flood Risk Assessment**

7. The development hereby permitted shall be carried out, and thereafter retained, in accordance with the approved Flood Risk Assessment prepared by RJ Fillingham Associated Ltd with project reference number 17-041 FRA dated August 2017.

Reason: To ensure the development is designed safely in reference to flood risk.

8. Prior to occupation of the development, the applicant shall provide a detailed Flood Emergency Plan in line with the recommendations in the FRA and R&D Technical Report FD2320/TR2. Thereafter the development shall be operated in accordance with the approved Flood Emergency Plan.

Reason: To ensure the development has an plan in place for a flooding emergency.

#### Surface Water Drainage

9. The development hereby permitted shall not be occupied until the following information has been submitted to, and approved in writing by, the Local Planning Authority (in consultation with the Lead Local Flooding Authority):
- i. a surface water drainage scheme for the site, based on sustainable drainage principles and an assessment of the hydrological and hydro-geological context of the development;
  - ii. details of how the proposed surface water drainage scheme will be maintained; and
  - iii. a drainage scheme nominating the ownership, management and maintenance arrangements.

The submitted drainage strategy shall demonstrate the surface water run-off generated up to and including the 100 years plus Climate Change critical storm period will not exceed the run-off from the undeveloped site following the corresponding rainfall event.

Proposed 'brownfield' redevelopments classed as major development are required to reduce post development runoff rates for events up to and including the 1 in 100 year return period, with an allowance for climate change (i.e. additional 40%), to not more than three times the calculated greenfield rate (calculated in accordance with IoH124). It is recommended that a SuDS treatment train is utilised to assist in this reduction

A completed 'Newham Surface Water Drainage Pro-forma for new Developments form' shall be completed with required detail and submitted for approval by the Local Planning Authority in consultation with the Lead Local Flooding Authority.

The development shall only be implemented in accordance with the details approved above.

Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change. With regard to policy S.8 of the Local Plan; Policy 5.3, 5.12, 5.13, 5.14 of The London Plan and paragraphs 163 and 165 of NPPF.

#### **Drainage – Verification Report**

10. The development hereby permitted shall not be occupied until a verification report stating what works were undertaken, and that the drainage scheme was completed in accordance with the approved drainage strategy, have been submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard the public from surface water flood risk, protect the environment and respond to climate change. With regard to policy S.8 of the Local Plan; Policy 5.3, 5.12, 5.13, 5.14 of The London Plan and paragraphs 163 and 165 of NPPF.

#### **11. Travel Plan Statement**

- a) Before the development hereby permitted is first occupied, the applicant shall submit in writing and obtain the written approval of the Local Planning Authority to a Travel Plan Statement setting out the proposed measures to be taken to encourage the use of modes of transport other than the car by all users of the building, including staff and visitors. The approved Travel Plan Statement shall thereafter be implemented.
- b) At the start of the second year of operation of the approved Travel Plan Statement a detailed survey showing the methods of transport used by all those users of the building to and from the site and how this compares with the proposed measures and any additional measures to be taken to encourage the use of public transport, walking and cycling to the site shall be submitted to and approved in writing by the Local Planning Authority and the development shall not be carried out otherwise in accordance with any such approval given.

Reason: In order to encourage sustainable means of travel.

### **Noise**

12. Noise emitted by all building services plant and vents shall not exceed a level 10dBA below the existing lowest LA90(10min) background noise level at any time when the plant is operating, and where the source is tonal it shall not exceed a level 15dBA below. The noise emitted shall be measured or predicted at 1.0m from the facade of the nearest residential premises or at 1.2m above any adjacent residential garden, terrace, balcony or patio. The plant shall be serviced regularly in accordance with the manufacturer's instructions and as necessary to ensure that the requirements of this condition are maintained. If at any time the plant is determined by the local planning authority to be failing to comply with this condition, it shall be switched off upon written instruction from the local planning authority and not used again until it is able to comply.

Reason: To prevent any significant disturbance to residents of nearby properties.

### **Green Roof**

13. The development hereby permitted shall not proceed beyond superstructure level until a detailed drawing, full specifications and a detailed management and maintenance plan of the green roof with a substrate depth of no less than 80mm, not including the vegetative mat have been submitted to, and approved in writing by the local planning authority. The development shall not be carried out otherwise than in accordance with the details thus approved and shall be fully implemented before the premises are first occupied.

Reason: To promote biodiversity at the site and to assist in reducing surface water run-off.

14. The green roof area shall not be used as an amenity space or sitting out area at any time and shall only be accessed for maintenance purposes only. With the exception of access for maintenance purposes, the door to the green roof shall be kept locked at all times and shall be accessible by building management or maintenance staff only. Tenants and/or occupants of the building shall not be provided access to the green roof at any time.

Reason: To prevent unauthorised access to the green roof and in the interests of security and privacy.

### **Cycle Storage**

15. The fourth and fifth floor levels of the development hereby approved shall not be occupied until the cycle storage facilities as shown on drawing 1343-01-001A have been provided; and thereafter such facilities shall be permanently retained and the space used for no other purpose.

Reason: To ensure that satisfactory safe and secure bicycle parking is provided and retained for the benefit of the users and occupiers of the building.

### **BREEAM**

16. Within three months of practical completion of the existing building's refurbishment and the roof level extension, a final BREEAM certificate shall be provided to the Local Planning Authority demonstrating that a final BREEAM rating(s) of Very Good or above have been achieved for the refurbishment and the roof level extension.

Reason: To ensure that high standards of sustainability are achieved and in accordance with policies 5.2, 5.3, 5.4A, 5.6, 5.7 and 5.9 of The London Plan and policies S.2 and S.3 of the Local Plan.

### **Construction Management Plan**

17. The demolition of the existing fourth floor shall not commence until a construction management plan (CMP), has been submitted to and approved in writing by the Local Planning Authority. The Construction Management Plan shall be in accordance with all relevant legislation in force and substantially in accordance with all policy adopted and best practice guidance published at the time of submission. The CMP shall include as a minimum the following information:
- The arrangements for liaison with the relevant highway authorities;
  - The arrangements for the temporary or permanent relocation of bus stops (if required)
  - The parking of vehicles of site operatives and visitors;
  - The loading and unloading of plant and materials including a construction logistics plan;
  - The storage of plant and materials use in constructing the development;
  - The erection and maintenance of security hoardings;
  - Measures to control the emission of dust and dirt during construction;
  - A scheme for recycling and disposing of waste resulting from demolition and construction work;
  - Dealing with complaints and community liaison;
  - Attendance as necessary at the LLDC Construction Co-ordination Group
  - Details of routes and access for construction traffic. Including lorry holding areas; and
  - Guidance on membership of the Fleet Operator Recognition Scheme and implementation of vehicle safety measures and driver training including cycle awareness and an on road cycle module.

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

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

### **Ventilation**

18. Prior to the occupation of the development, full details of any and all mechanical systems including but not limited to heating, cooling, controls, fire systems, means of escape, ventilation/extraction or other associated plant equipment, shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall include full calculations, heating, cooling & ventilation. Equipment data sheets & specifications of all filtration, deodorising systems, noise output and termination points, along with full details of the routing of the mechanical ventilation and the passive provision of associated ducting including scaled plans. Particular attention shall be given to the potential high-level discharge of kitchen extract air and the discharge of toxic or odoriferous extract air where a high level of discharge is usually essential. Reference shall be had to Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems published by DEFRA. 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.

Reason: To protect the amenity of neighbours and the safety of future building occupants.

**Informative:**

1. The applicant is advised that the works to the highway to provide the Blue Badge parking space require the approval of the London Borough of Newham as the local highway authority. Please contact the London Borough of Newham on 0208 430 2000 or [enquiries@newham.gov.uk](mailto:enquiries@newham.gov.uk).

**Proactive and Positive Statement**

In accordance with the National Planning Policy Framework and with Article 35 of the Town and Country Planning (Development Management Procedure) (England) Order 2015, the following statement explains how the LLDC as Local Planning Authority has worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with this planning application:

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

The applicant has been kept informed of the progress of the application and has been given the opportunity to respond to and address any problems arising.

Dated this: XX XXX 2018



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

## London Legacy Development Corporation

### Town and Country Planning Act 1990 (as amended)

#### 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 (as amended).
- \* If you want to appeal then you must do so within **SIX months** of the date of this notice (unless your proposal relates to a householder appeal or minor commercial appeal as defined in Article 37 of the DMPO 2015 in which case you must do so within **TWELVE weeks** of the date of this notice), using a form, which is available from the Planning Inspectorate, (a copy of which must be sent to London Legacy Development Corporation Planning Policy and Decisions Team) or complete an application online. The Planning Inspectorate, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (e-mail: [enquiries@pins.gsi.gov.uk](mailto:enquiries@pins.gsi.gov.uk)) or (Tel: 0117 372 8000).

To make an appeal online, please use [www.gov.uk/appeal-planning-inspectorate](http://www.gov.uk/appeal-planning-inspectorate). 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.