

DATED 14 NOVEMBER 2014

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) GATEWAY HOUSING ASSOCIATION LIMITED

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

Relating to the development of land at William Guy  
Gardens, Bromley by Bow, London EC3 3LE to provide  
forty-five residential units together with associated  
highway, landscape and amenity works

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THIS AGREEMENT is made on 14 NOVEMBER 2014.

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION LIMITED** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the **LPA**); and
- (2) **GATEWAY HOUSING ASSOCIATION LIMITED** (Community Benefit Society No. 10433R) of 401 Mile End Road, London E3 4PB (the **Owner**)

**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 the freehold owner of the Site as registered at the Land Registry under title number EGL500633.
- (C) The Owner submitted the Planning Application and the LPA has resolved to grant the Planning Permission subject to conditions and to the completion of this Agreement.
- (D) 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;

**A12 Subway** means the pedestrian subway to the east of the Site below the A12;

**Affordable Housing** means housing which is available to persons who have housing need or who 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 and shall include the units provided as Shared Ownership Units and Affordable Rented Units in accordance with the terms of this Agreement.

**Affordable Housing Provider** means a person, company, partnership, organisation or manager (which may include Gateway Housing Association) from time to time permitted by law to provide Affordable Housing

**Affordable Rented Units** means sixteen (16) one bed Residential Units comprised within the Development which are managed by an Affordable Housing Provider and which have the same characteristics as Social Rented Housing except that they are

outside the National Rent Regime, but subject to other rent controls that require them to be offered to eligible households at a rent of up to 80 per cent of local market rents PROVIDED THAT more Residential Units than the number set out in this definition may be provided as Affordable Rented Units with the prior written approval of LPA acting reasonably;

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

**Bromley-by-Bow Station** means the area coloured pink on the Plan;

**Bromley-by-Bow Station Improvement Contribution** means an Indexed contribution of one hundred and twenty-four thousand, two hundred and fourteen pounds and ninety pence (£124,214.90)

**Capulet Square Car Park** means the car parking within the land coloured blue on the Plan;

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

**Design Quality Monitoring Costs** means costs (excluding any VAT properly payable) incurred by the LPA in securing such third party advice as the LPA considers necessary (acting reasonably) to assist both in the review and approval of the details submitted under condition 3 of the Planning Permission and in ensuring delivery of the development in accordance with such approved details and in accordance with the requirements of condition 2;

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

**Extension to William Guy Gardens Land** means the land shown coloured green on the Plan;

**Index** means:

- in respect of the Bromley-by-Bow Station Improvement Contribution the Building Costs Index as published by the Department for Business Innovations and Skills; and
- in all other cases the Consumer Prices Index published by the Office for National Statistics unless otherwise expressly provided for in this Agreement;

and 'Indexed' shall be construed accordingly. If any of the above indices is no longer published or otherwise discontinued '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);

**Market Housing** means the Residential Units that are not Affordable Housing

**Nominations Agreement** means the London Borough of Tower Hamlet's standard rents and nominations agreement.

**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.

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

**Pedestrian Route** means a pedestrian route across the Pedestrian Route Land details of which shall be agreed with the LPA before the Pedestrian Route Deed of Dedication is completed.

**Pedestrian Route Land** means the land shown coloured yellow on the Plan.

**Pedestrian Route Deed of Dedication** means a deed in which the Owner dedicates the Pedestrian Route as a public right of way. For the avoidance of doubt, such deed may be expressed to be conditional on the creation and dedication as a public right of way of a continuation of the Pedestrian Route from the boundary of the Site to Bromley by Bow station through the Capulet Square Car Park.

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

**Planning Application** means the full application for planning permission to redevelop the Site to provide forty-five residential units for the elderly comprising seventeen market units, twelve shared ownership units and sixteen affordable rented units within a part six and part seven storey building with associated highway and landscaping works submitted to the LPA and given reference number 14/00063/FUL 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;

**Reasonable Endeavours** means that it is agreed by the Parties that the Owner 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 Owner 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 Units** means any unit of residential accommodation comprised within the Development (whether house or flat) including any unit of either Market Housing or Affordable Housing

**Shared Ownership Units** means twelve (12) two bed Residential Units comprised within the Development which are made available by an Affordable Housing Provider where a proportion of equity in each unit is sold on a long lease to the purchaser and the remainder of the equity is retained by the Affordable Housing provider subject either to rent being charged on the retained equity on terms that entitle the purchaser to acquire up to 100% of the equity through Staircasing or to such alternative variation of shared ownership as the Owner shall require tailored to the target group of residents and as is approved in writing by the LPA PROVIDED THAT more Residential Units than the number set out in this definition may be provided as Shared Ownership Units with the prior written approval of the LPA acting reasonably;

**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.

**Social Rented Housing** means rented housing owned and managed by local authorities or an Affordable Housing Provider, for which guideline target rents are determined through the National Rent Regime.

**Staircasing** means the purchase by the owner of additional equity in a Shared Ownership Unit

**Transport For London** means the organisation known as Transport for London established under Part IV of the Greater London Authority Act 1999 with responsibility

for the public transport network and certain roads within London and such term shall include any successor to Transport for London's statutory function within the area of the London Borough of Tower Hamlets.

**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.

## 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 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 (not to exceed more than once every 3 (three) months), within 20 (twenty) 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 interests in the Site as provided by that Section.

3.2 The covenant, restrictions and requirements imposed on the Owner 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.

3.3 The covenant given by the LPA in Clause 6 is given 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 and the LPA covenants to issue the Planning Permission within 10 working days of the date of this Agreement.

### 5. **The Owner's covenants with the LPA**

5.1 The Owner covenants with the LPA:

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 within 5 (five) working days of the occurrence of the following dates:

- (a) actual Commencement of Development;

(b) Occupation of the first Residential Unit.

6. **The LPA's covenants with the Owner**

- 6.1 The LPA covenants with the Owner that it shall perform and comply with and 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.
- 6.2 The LPA further covenants that in the event of the LPA electing to appoint a person to review and advise on details submitted under condition 3 of the Planning Permission, it will use reasonable endeavours to ensure such work of review and advice is carried out within 8 weeks of submission of such details.

7. **Financial Contributions and Indexation**

- 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 will be increased by reference to the amount of the quarterly increase in the Index from the date of this Agreement until the date such sums are paid.
- 7.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of this Agreement until the date the sum or value falls to be considered or applied.
- 7.4 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 at 2% above the base rate of a clearing bank to be approved by the LPA.
- 7.5 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement, the LPA covenants and undertakes to:
- 7.5.1 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; and
- 7.5.2 within twenty-eight (28) days of a written request from the Owner (such request not to be made more than once in each calendar year) provide a report to the Owner setting out the expenditure from such payments or financial contributions and how such expenditure is expected to assist in meeting the needs of the population of the Development.
- 7.6 Save where expressly stated to the contrary, the LPA shall return to the person who paid to the LPA the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the fifth anniversary of payment by the Owner.
- 7.7 Where sums have been paid to the LPA and the LPA has thereafter paid those sums to a third party then the LPA's obligation to repay any such sums pursuant to Clause 7.6 shall be conditional upon the repayment of any such sums by such third party to the LPA and the LPA shall not 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:**

Gateway Housing Association  
409-413 Mile End Road  
London  
E3 4PB

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 any obligation, covenant, undertaking or other provision on the part of the Owner contained in this Agreement has been satisfied wholly or in part, the Owner 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 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 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 the London Borough of Tower Hamlets (and any statutory successor to its functions) remove the entry in its Local Land Charges Register relating to this Agreement.

#### 10. **Verification and Enforcement**

The Owner 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 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.

#### 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 Costs**

15.1 The Owner 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 vatable supplies properly incurred under this Deed.

17. **Exclusion of Mortgagee**

17.1 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 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 until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.

17.2 In respect only of the Affordable Rented Units and the Shared Ownership Units 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 to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units provided that:

17.2.1 it has given the LPA at least three months written notice of its intention to exercise such power of sale so as to provide the LPA with the opportunity to complete an assignment of the Affordable Housing units in question to ensure that they continue to be used for the purpose of Affordable Housing;

17.2.2 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 to the LPA 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 plus interest and reasonable costs; and

17.2.3 if the said mortgagee chargee or receiver shall not have disposed of the said Affordable Housing Units or any part thereof in accordance with clause 17.2.1 or 17.2.2 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.

17.3 The provisions of this Agreement shall:

17.3.1 cease to apply to any units of Affordable Housing which are transferred or leased by any party referred to in Clause 17.2 above.

17.3.2 cease to apply to any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable

17.3.3 cease to apply to any completed Affordable Housing Units where a Affordable Housing Provider sells to a tenant through Social Homebuy

funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof

- 17.3.4 not bind any leaseholder of any Shared Ownership Units nor any other purchaser, tenant or occupier of completed Affordable Housing Units nor any successor in title to such person.
- 17.3.5 not bind any mortgagee of any such leaseholder or any purchaser, tenant or occupier referred to in Clause 17.3.4 above nor any administrator, administrative receiver, receiver appointed under the Law of Property Act 1925 or any other person appointed under any security documentation by such mortgagee or any person deriving title through such persons.
- 17.3.6 cease to apply to any completed Affordable Housing Units referred to in Clauses 17.3.4 and 17.3.5 above in respect of which a lease of a Shared Ownership Units has been granted and where a Affordable Housing Provider shall have disposed of 100% of the equity in such units under the terms of such lease.

## 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 such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the LPA shall not unreasonably withhold or delay the giving or making of the same.
- 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 The LPA shall request registration of this Agreement as a local land charge by the London Borough of Tower Hamlets or its respective statutory successor in function.
- 18.6 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.
- 18.7 Other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

## 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**

20.1 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

### Owner's General Obligations

#### *Contributions*

1. The Owner shall pay the Bromley-by-Bow Station Improvement Contribution to the LPA or at its direction before the Development is Occupied and no part of the Development shall be Occupied before the Bromley-by-Bow Station Improvement Contribution has been paid to the LPA or at its direction.
2. Within twenty eight (28) days of the date of a written demand from the LPA specifying any Design Quality Monitoring Costs it has incurred, the Owner will pay such costs (together with any VAT properly payable) to the LPA. For the avoidance of doubt, the LPA may submit more than one written demand pursuant to this Paragraph PROVIDED THAT the Owner shall not be required to pay any Design Quality Monitoring Costs which exceed the Indexed sum of fifteen thousand pounds (£15,000) in total to the LPA pursuant to this Paragraph.

#### *Public Highways*

3. Unless otherwise agreed in writing with the LPA, the Development shall not be Occupied before:
  - a. works to connect William Guy Gardens through the Site to Talwin Street as shown on the Plan have been completed to an adoptable standard to the satisfaction of the LPA; and
  - b. such works have been dedicated as a public highway,and the Owner shall thereafter maintain such works to an adoptable standard to the satisfaction of the LPA.
4. No development shall take place on the William Guy Gardens Extension Land and the Pedestrian Route Land which would prejudice:
  - a. the relocation of Capulet Square car parking to the William Guy Gardens Extension Land; and
  - b. the creation of a pedestrian route from William Guy Gardens to Bromley by Bow Station and the A12 Subway across the Pedestrian Route Land and the dedication of such route as a public highway.
5. Unless otherwise agreed in writing with the LPA (acting reasonably), no part of the Development shall be Occupied before the Owner has completed the Pedestrian Route Deed of Dedication and secured the LPA's written approval thereof.
6. Forthwith on receipt of written notice from any of the LPA, the London Borough of Tower Hamlets or Transport for London requesting the grant of an interest in the Extension to William Guy Gardens Land to enable the relocation of the Capulet Square Car Park, the Owner shall offer to the LPA, the London Borough of Tower Hamlets or to Transport for London (as appropriate) to grant such interest at the direction of the requesting party at a peppercorn rent and otherwise without consideration together with

any necessary rights which are reasonably required to enable the Capulet Square Car Parking to be relocated to the Safeguarded Extension to William Guy Gardens.

*Sustainability*

7. The Developer will:

- a. provide all Residential Units with electricity meters, low-water-use fittings, and space to dry clothes naturally;
- b. install in all Common Areas low-energy lighting which is automatically controlled to avoid unnecessary use; and
- c. use Reasonable Endeavours to encourage all Occupiers of the Development to reduce their energy usage which shall include (without limitation):
  - i. dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
  - ii. the promotion of the use of energy efficient appliances;
  - iii. the installation of energy efficient appliances where these are installed as part of the original construction and fit out of the Development (or any part thereof).

## SCHEDULE 2: Affordable Housing

1. No more than twelve (12) Market Housing units shall be Occupied until all of the Shared Ownership Units and all of the Affordable Rented Units have been constructed in accordance with the Planning Permission and made ready for residential occupation and written notification of such has been received by the LPA.
2. Unless otherwise agreed in writing with the LPA, no more than eight (8) of the Market Housing units shall be Occupied before the Affordable Rented Units and the Shared Ownership Units have been transferred to an Affordable Housing Provider and satisfactory evidence of such completed transfer has been provided to the LPA.
3. Subject to Clause 17 of this Agreement and (in respect of the Shared Ownership Units) other than where one hundred percent of the equity in a Shared Ownership Unit has been purchased by an owner of such a unit, the Affordable Rented Units and the Shared Ownership Units provided in accordance with this Schedule shall not be used for any purpose other than for Affordable Housing in accordance with the terms of this Deed.
4. The Shared Ownership Units and the Social Rented Units shall not be Occupied other than by people aged fifty (50) years and over.
5. Unless otherwise agreed in writing with the London Borough of Tower Hamlets, the weekly rent inclusive of any service charge payable for each Affordable Rented Unit shall not exceed £172.00 subject to an annual percentage rent increase by reference to the amount of the annual increase in the Consumer Price Index (CPI) + 1.0% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September), or such other rate of annual increase as shall be published by the HCA under their Rent Standard Guidance, including any rate published by the HCA pursuant to the consultation entitled "The Regulatory Framework for Social Housing in England from April 2012 Annex A: Rent Standard Guidance)"
6. No Residential Unit shall be Occupied before the Affordable Housing Provider has entered into a Nominations Agreement with the London Borough of Tower Hamlets in respect of the Affordable Rented Units and of the Shared Ownership Units and evidence thereof has been provided to and approved in writing by the LPA.
7. Staircasing receipts will be subject to the Greater London Authority's Capital Funding Guide.
8. Subject to the terms of any grant agreement with any body providing Grant Funding, any payment made to any Owner in respect of the Staircasing of a Grant Funded Unit shall be applied by the Owner towards the provision of additional affordable housing, the maintenance of affordable housing or towards the improvement of the affordability of affordable housing within the administrative area of the London Borough of Tower Hamlets.





1545.

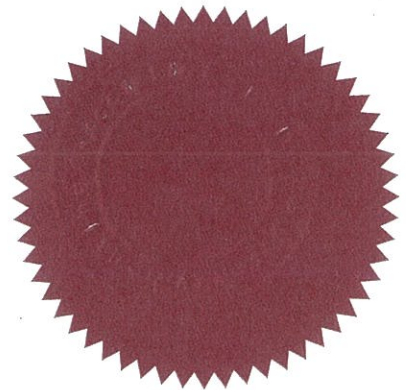
EXECUTED as a deed by affixing the )  
Common Seal of LONDON LEGACY )  
DEVELOPMENT CORPORATION )  
in the presence of : - )

.....  
Authorised Signatory

Executed as a deed by affixing the common )  
seal of GATEWAY HOUSING ASSOCIATION )  
LIMITED in the presence of: )

.....  
Board member

.....  
Board member/Secretary

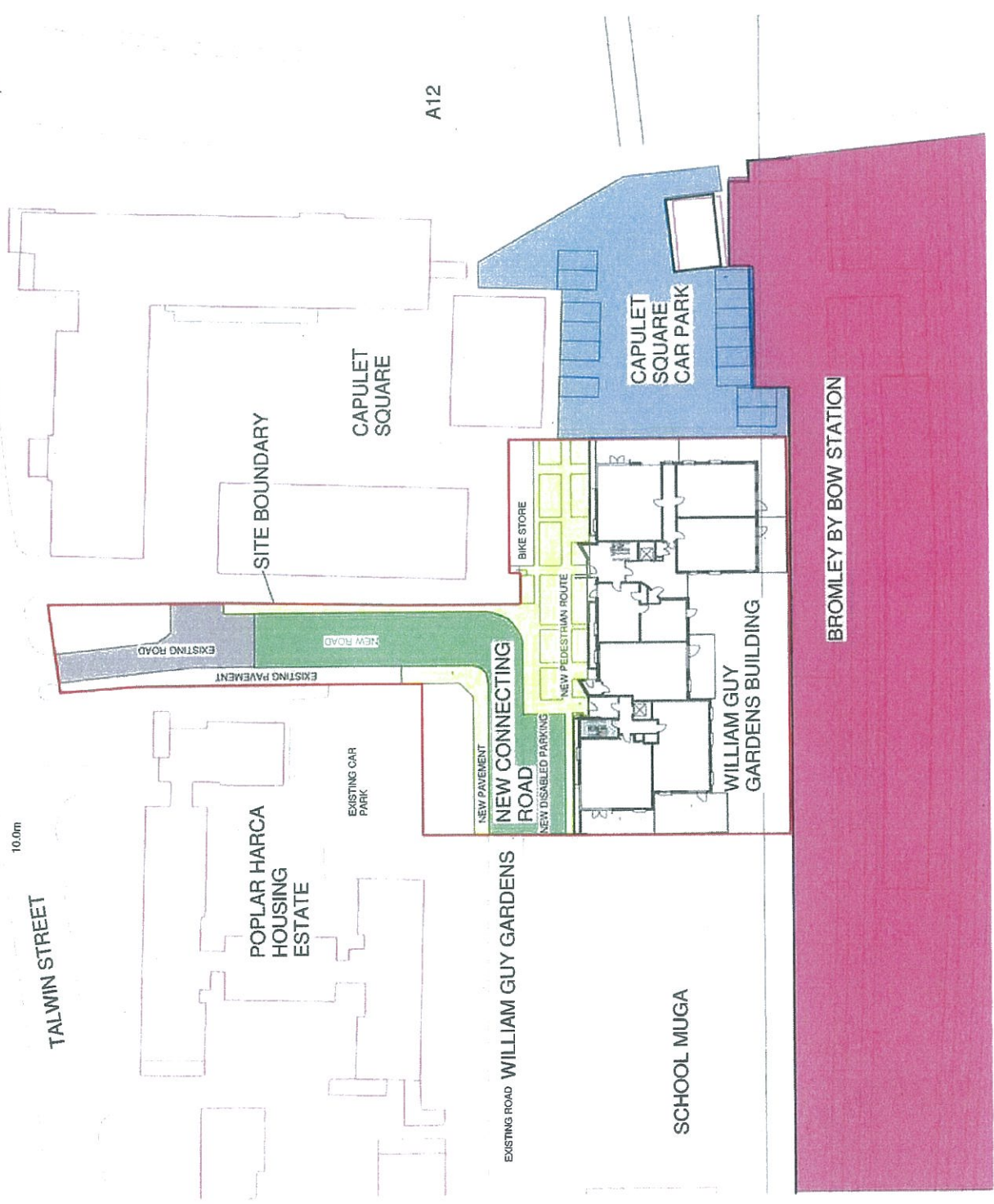


**APPENDIX 1**

**PLANS**

The information contained in this document is confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this document in error, please notify the system manager. This message is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail if you are not the named addressee. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

LEGEND: DO NOT SCALE



**Ingleton Wood**  
 Vision form and function  
 1.1 Vision  
 1.2 Strategy  
 1.3 Design  
 1.4 Implementation  
 1.5 Monitoring and Evaluation

Project: William Guy Gardens  
 Drawing No: Extended site location plan  
 Date: Gateway Housing

Author	Checked	Date	Scale
04331	002714	11/1/2010	A1
111	Tender		

**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

Mr John Walton  
Gateway Housing Association

Agent

Mr Iain Hill  
Ingleton Wood  
43 All Saints Green  
Norwich  
Norfolk  
NR1 3LY

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**Part I - Particulars of Application**

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Date of Application: 25 February 2014

Application No: 14/00063/FUL

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Proposal: Demolition of 17 affordable residential units for older persons and redevelopment to provide 45 residential units within a part 6 and part 7 storey building with associated highway and landscaping works.

Location: 1 William Guy Gardens, Bromley-by-Bow, E3 3LE

**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:

1. The development within the Detailed Planning Application Area hereby approved must be commenced within **THREE** years from the date of this permission.

*Reason: To comply with Section 92 of the Town and Country Planning Act 1990.*

2. Subject to the submission of details submitted pursuant to any planning condition and unless otherwise agreed in writing by the Local Planning Authority, the development shall be implemented in accordance with the following drawings:

84331-102 Rev A Existing Site Plan  
84331-110 Rev B Proposed Site Plan

84331-201 Rev C	Ground Floor Plan
84331-202 Rev C	1 <sup>st</sup> to 5 <sup>th</sup> Floor Plans
84331-203 Rev C	6 <sup>th</sup> Floor and Roof Layout
84331-221 Rev B	Typical 1 bed 2 Person Flat
84331-222 Rev B	Typical 2 bed 3 Person Flat
84331-223 Rev B	Typical 2 bed 4 Person Flat
84331-224 Rev A	Typical 1 bed 2 Person Wheelchair Flat
84331-250 Rev A	Proposed North Elevation Full Context
84331-251 Rev A	Proposed Elevations in Context
84331-301 Rev C	Proposed North and East Elevations
84331-302 Rev C	Proposed South and West Elevations
84331-351 Rev B	Sections 1, 2 and 3
84331-352 Rev B	Sections 4 and 5
84331-353 Rev B	Section 6
84331-354 Rev B	Section 7
84331-355 Rev B	Section 8
146301 Rev H	Detailed Hard and Soft Landscaping Proposals

*Reason: To ensure the quality of architecture and townscape amenity.*

3. The development hereby approved shall not commence, with the exception of demolition, until full details, including samples, specifications and annotated plans at 1:20 scale of the following have been submitted to and approved in writing by the Local Planning Authority:

- (i) facing materials
- (ii) fenestration (including deep window reveals);
- (iii) windows
- (iv) doors
- (v) balconies
- (vi) balustrades
- (vii) roof parapets

The development shall only be implemented in accordance with the approved details and to the satisfaction of the Local Planning Authority.

*Reason: To ensure the quality of architecture and townscape amenity.*

4. The development hereby approved shall not commence, with the exception of demolition, until details of design of the driveway, courtyard and communal garden have been submitted to and approved in writing by the Local Planning Authority. The hard and soft landscaping scheme for each area shall include details (including samples/specification) of the following:

- a) plants and trees (common and Latin names, size and pot height; density or number, tree girth and method of growth i.e. container or open ground);
- b) hard landscaping, including the design of pedestrian routes, steps, ramps and materials (including samples) to be used on the site, including details of suppliers or manufacturers;
- c) highway materials/surfaces, road markings and signage;
- d) boundary treatment;
- e) external lighting;
- f) evidence that all hard and soft landscaping (including materials, signage, seating, railings (etc), shall be fully accessible and useable for all, including disabled people, wheelchair users, people with sight impairment and people with prams or pushchairs.

The hard and soft landscaping details shall be implemented in accordance with the approved details and thereafter permanently maintained, to the satisfaction of the Local Planning Authority.

Unless otherwise agreed in writing the soft landscaping scheme shall be implemented in the first planting season following first occupation of the development. Any plants or trees required as part of the implementation of the condition that die or are removed, damaged or diseased within a

period of FIVE years shall be replaced to the satisfaction of the Local Planning Authority in the next planting season with others of a similar size and species unless the Local Planning Authority gives written consent for a variation.

*Reason: To ensure the quality of architecture and townscape amenity.*

5. The development hereby approved shall not commence, with the exception of demolition, until details of the green roofs have been submitted to and approved in writing by the Local Planning Authority. The development shall not be occupied until the green roofs have been implemented in accordance with the approved details and the green roofs shall thereafter be maintained to the satisfaction of the Local Planning Authority

*Reason: To ensure architectural quality, townscape amenity and biodiversity.*

6. All residential units within the development shall be constructed and permanently retained in accordance with 'Lifetime Homes' standards, as defined in the Joseph Rowntree Foundation publication 'Achieving Part M and Lifetime Homes standards.

*Reason: To ensure that the appropriate level of accessibility is achieved.*

7. Unless otherwise agreed in writing by the Local Planning Authority, no fewer than 10% of the total number of residential units within the development shall be constructed to be easily adapted for residents who are wheelchair users in accordance with the publication - "Wheelchair Housing Guide Second Edition" by Stephen Thorpe and Habinteg HA.

*Reason: To ensure that the appropriate level of accessibility is achieved.*

8. The development hereby approved shall not:
  - i) commence until a Demolition Management Plan has been submitted to and approved in writing by the Local Planning Authority.
  - ii) Commence, with the exception of demolition, until a Construction Management Plan has been submitted to and approved in writing by the Local Planning Authority.

The Demolition Management Plan and Construction Management Plan shall include specific details relating to the demolition construction, logistics and management of all works associated with the development including:

- a) Details of the site manager, including contact details (phone, facsimile, email, postal address);
- b) The location of a notice board on the site that clearly identifies the name and contact details the site manager;
- c) Any means, such as a restriction on the size of construction vehicles and machinery accessing the site, required to ensure that no damage occurs to adjacent streets throughout the construction period;
- d) Any means of protection of services such as pipes and water mains within the road;
- e) Measures to be adopted to maintain the site in a tidy condition in terms of disposal/storage of rubbish, storage and unloading of building materials and similar construction activities;
- f) Measures to be adopted to ensure that pedestrian access past the site on the public footpaths is safe and not obstructed during construction works;
- g) Location of workers conveniences (e.g. portaloos);
- h) Ingress and egress to and from the site for vehicles during site works period;
- i) Proposed numbers and timing of truck movements throughout the day and the proposed routes;
- j) Procedures for controlling sediment runoff, dust and the removal of soil, debris and demolition and construction materials from public roads or places;
- k) Proposed hours of work on the site;
- l) Location of vehicle and construction machinery accesses during the period of site works;

- m) Details of the mitigation measures for dust and emissions as well as methodology for monitoring during construction;

The approved Construction Management Plan shall be implemented and maintained throughout the entire demolition and construction period.

*Reason: To protect residential amenity and ensure no adverse impacts on the local road network.*

9. The construction of the building shall be restricted to the hours of 0800 and 1800 Mondays to Fridays and between 0800 and 1300 on Saturdays and at no time on Sundays or Statutory holidays with the prior written approval of the Local Planning Authority.

*Reason: To protect residential amenity.*

10. The development hereby approved shall not commence, with the exception of demolition, until details have been submitted to and approved by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS 6882:1999: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. Buildings in the relevant phase shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

*Reason: To ensure an adequate standard of residential.*

11. Full details of the following information shall be submitted to, and approved in writing by, the Local Planning Authority:
- a. The development hereby approved shall not commence, with the exception of demolition, until a Code for Sustainable Homes Pre-Assessment report, showing that the development will achieve a minimum of Code Level 4 has been submitted to and approved in writing by the Local Planning Authority.
  - b. The development hereby approved shall not be occupied until the final Code for Sustainable Homes Assessment, verified by the awarding body (Building Research Establishment) under the Code for Sustainable Homes certification scheme, showing that the development phase will achieve a minimum of Code Level 4 has been submitted to and approved in writing by the Local Planning Authority.

The development shall be implemented and occupied in accordance with the approved Pre-Assessment Report and final Code for Sustainable Homes Assessment.

*Reason: To ensure that the scheme achieves Code for Sustainable Homes Level 4.*

12. The development hereby approved shall not commence, with the exception of demolition, until details of cycling parking facilities have been submitted to and approved in writing by the Local Planning Authority. The cycle parking facilities will demonstrate that 41 cycle parking spaces will be provided. The cycle parking facilities shall be provided in accordance with the approved details prior to occupation and for the lifetime of the development.

*Reason: To promote cycling and sustainable travel patterns.*

13. The development hereby approved shall provide 4 blue badge disabled car parking spaces. The disabled car parking shall be provided prior to occupation and for the lifetime of the development.

*Reason: To meet the needs of disabled residents.*



14. The development hereby approved shall only be implemented in accordance with the minimum space standards adopted in the London Plan and London Plan Housing Supplementary Planning Guidance with respect to flat and room sizes and the provision of amenity space.

*Reason: To provide satisfactory standard of living.*

15. The development hereby approved shall not commence, with the exception of demolition, until details demonstrating that the roots and crowns of the significant ash tree located adjacent to the western boundary of the site within the Ian Mikado school grounds will not be damaged as a result of the construction and location of the development have been submitted to and approved in writing by the Local Planning Authority.

*Reason: To ensure the retention of an existing tree of value and the contribution it makes to visual amenity and biodiversity.*

### **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:

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

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.gsi.gov.uk](mailto:enquiries@pins.gsi.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.