

DATED 25 NOVEMBER 2016

(1) LONDON LEGACY DEVELOPMENT CORPORATION  
(2) PEABODY ENTERPRISES LIMITED

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**MODIFICATION AGREEMENT**

pursuant to section 106 and section 106A of  
the Town and Country Planning Act 1990 and other powers  
relating to Neptune Wharf, Fish Island

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Pinsent Masons

THIS DEED is made on

25 NOVEMBER

2016

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ (the "**LLDC**"); and
- (2) **PEABODY ENTERPRISES LIMITED** (Company Number 04190129) of 45 Westminster Bridge Road, London SE1 7JB (the "**Developer**");

**WHEREAS:**

- (A) The LLDC 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 Deed are enforceable.
- (B) The Developer is the owner of a freehold interest in part of the Site registered at the Land Registry with Title Number AGL312066.
- (C) This Deed is supplemental to an agreement dated 27 March 2014 made pursuant to section 106 of the 1990 Act and other relevant powers between (1) the LLDC (2) the London Borough of Tower Hamlets (the "**Council**") and (3) the Neptune Wharf Ltd (the Developer's predecessor in title) (the "**Original Agreement**").
- (D) On 27 March 2014 the LLDC granted Planning Permission for the Development and Neptune Wharf Limited (the Developer's predecessor in title) and the Council entered into the Original Agreement with the LLDC. Since that date, Neptune Wharf Limited transferred the freehold of part of the Site to the Developer.
- (E) On 3 July 2015 the Developer submitted the Section 73 Planning Application to the LLDC for minor material amendments to the Planning Permission and the LLDC has resolved to grant the Section 73 Planning Permission subject to the completion of this Deed.
- (F) LLDC and the Developer have agreed to enter into this Deed to vary the Original Agreement to ensure that the obligations contained in the Original Agreement shall also apply to the Section 73 Planning Permission. The Council is not a party to this Deed because the provisions and obligations of the Original Agreement that are varied by this Deed do not relate to obligations given to the Council. Neptune Wharf Limited is not a party to this Deed because the provisions and obligations of the Original Agreement that are varied by this Deed do not relate to obligations that bind the part of the Site retained by Neptune Wharf Limited,

**1. LEGAL EFFECT**

- 1.1 This Deed is made pursuant to sections 106, 106A(1)(a) and 106A(2) of the 1990 Act, section 16 of the 1974 Act and all other relevant powers with the effect that the planning obligations and covenants contained in the Original Agreement are modified by this Deed to the extent expressly stated herein and shall be enforceable by the LLDC as local planning authority and the Council as if such provisions were provisions of the Original Agreement subject to the terms of this Deed.
- 1.2 The obligations undertakings and covenants on the part of the Developer in this Deed are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and other relevant powers and the said obligations undertakings and covenants are entered into with the intent that they shall be enforceable by the LLDC and/or the Council (as appropriate) not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under it an interest or estate in the Site as if that person had been an original covenanting party in respect of the Site.

1.3 Subject to the modifications in this Deed the Original Agreement will remain in full force and effect and shall be enforceable by the LLDC as local planning authority and by the Council by virtue of their powers referred to in the Original Agreement.

## 2. DEFINITIONS

2.1 Save where expressly stated otherwise, words and expressions used in this Deed including the Recitals shall have the same meaning as defined in the Zone 1 Agreement.

2.2 Unless the context otherwise requires, references in this Deed to "the parties" shall mean the parties to this Deed.

2.3 Where in this Deed the following defined terms are used they shall have the following meanings:

**"Deed"** means this deed of variation;

**"Original Agreement"** means the agreement made under Section 106 of the Act by (1) LLDC (2) the Council and (3) Neptune Wharf Ltd on 27 March 2014;

**"Section 73 Planning Application"** means the application given planning reference 15/00337/VAR made pursuant to section 73 of the Act for minor material amendments to the Planning Permission (reference 12/00210/OUT), the said minor material amendments comprise the variation of conditions to allow an increase in commercial floorspace, alterations to the arrangements of commercial uses at ground floor level, alterations to arrangement and alignments of blocks, alterations to external elevations, alterations to internal layout of residential units and alterations to mix; and

**"Section 73 Planning Permission"** means the planning permission issued by LLDC in respect of the Section 73 Planning Application in the form of the decision notice annexed to this Deed at Annex 1.

## 3. MODIFICATION OF THE ORIGINAL AGREEMENT

3.1 The parties agree that with effect from the date of this Deed the Original Agreement shall be modified so that:

3.1.1 The definition of "Private Residential Units" in Clause 1 shall be deleted and replaced with the following:

**"Private Residential Units"** means the Residential Units which are not:

(a) Affordable Housing Units provided pursuant to Schedule 3; or

(b) Affordable Housing Reappraisal Units provided pursuant to Schedule 4.

3.1.2 The definition of "Development" in Clause 1 shall be deleted and replaced with the following:

**"Development"** means the development of the Site and all other operations and/or works authorised by the Planning Permission and the Section 73 Permission;

3.1.3 Schedule 3 is replaced by the New Schedule 3, attached hereto at Annex 2.

3.1.4 Schedule 4 is replaced by the New Schedule 4, attached hereto at Annex 3.

3.1.5 Schedule 7 is replaced by the New Schedule 7, attached hereto at Annex 4.

3.1.6 Schedule 8 is replaced by the New Schedule 8, attached hereto at Annex 5.

3.1.7 Schedule 10 is replaced by the New Schedule 10, attached hereto at Annex 6.

3.1.8 Schedule 11 is replaced by the New Schedule 11, attached hereto at Annex 7.

3.1.9 After Appendix 4, a new Appendix 5 is added, attached hereto at Annex 8.

#### 4. **THIRD PARTIES**

No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

#### 5. **EXECUTION**

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

#### 6. **COSTS**

6.1 The Developer agrees that it will pay the LLDC's reasonable legal costs properly incurred in the negotiation and completion of this Deed (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the LLDC in relation to the negotiation and completion of this Deed) up to a maximum of [£7,500] plus VAT and disbursements within 28 days of receiving an invoice in relation to the same.

#### 7. **JURISDICTION**

7.1 This Deed is governed by and shall be implemented in accordance with the law of England.

7.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or settle any disputes, which may arise out of or in any way relate to this Deed or its formation and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

**IN WITNESS** whereof the parties hereto have executed this Deed the day and year first above written.

**EXECUTED** as a deed by affixing the )  
Common Seal of **LONDON LEGACY** )  
**DEVELOPMENT CORPORATION** )

in the presence of : - )



A handwritten signature in blue ink, appearing to be "D. S. D.", written over a horizontal dotted line.

Authorized Signatory

**EXECUTED** as a deed by **PEABODY ENTERPRISES LIMITED** acting by

A handwritten signature in black ink, appearing to be "S. H.", written over a horizontal dotted line.

Director

A handwritten signature in black ink, appearing to be "S. H.", written over a horizontal dotted line.

Director/Secretary



**ANNEX 1**  
**DRAFT SECTION 73 PLANNING PERMISSION**

**VARIATION / REMOVAL OF CONDITION(S) 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

Peabody c/o agent

Agent

Tim Gaskell  
CMA Planning  
113 The Timberyard  
Drysdale Street  
London  
N1 6ND

**Part I - Particulars of Application**

Date of Application: 14-Jul-2015

Application No: 15/00337/VAR

Proposal: Application to vary conditions of planning permission 12/00210/OUT (Outline planning permission for Neptune Wharf) to allow changes to the approved scheme relating to a proposed increase in commercial floor space (additional 1101sqm GIA, including increase in B1 and D1 use floorspace), alterations to the arrangement of commercial uses at ground floor level, alterations to arrangement and alignment of blocks (including increases and decreases in length); alterations to the external elevations including positions and sizes of windows and materials; alteration to the heights of all blocks (maximum building heights of Blocks B, C, E and F (phase 1) increase by up to 1.0 m and reduced by 0.11m and maximum building heights of Blocks G, H, I, J, K and L (phase 2) increase by up to 1.3 m); alterations to internal layouts of residential units; omission of the residential 'bridging' elements over the canal-side and Lofthouse Square entrances; increase of two additional residential units and alterations to mix (166 X one-beds (-6), 173 X two-beds (+10), 58 X three-beds (-2) and 11 four-beds (no change)). Conditions AZ.1 (and associated Annexure 1), AZ.3, AZ.4 and AZ.76 are proposed to be amended with consequential amendments to the Section 106 Agreement attached to planning application ref: 12/00210/OUT.

Location: Neptune Wharf site comprising land bounded to the north by Hertford Union Canal, to the east by Roach Road, to the South by Wkye Road and to the west by Wansbeck Road

**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 **VARIATION / REMOVAL OF CONDITION(S) HAS BEEN APPROVED** as 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:

**Annexure 1 – Schedule of Approved Plans and Drawings – To be removed**

**AZ.1. Development in accordance with Approved Plans – To be removed**

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with:

- The Approved Plans and Condition OZ.1 which impose restrictions on the parameters in respect of the Block referred to therein save to the extent they have been superseded by the Conditions;
- Development Specification (October 2013) save to the extent it has been superseded by the Conditions; and
- Any other plans, drawings, documents, details, schemes, statement or strategies which have been approved by the Local Planning Authority pursuant to these Conditions.

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

**AZ.3 Development thresholds– To be removed**

The total quantum of built floor space for the Development across the different Zones shall not exceed the GIA for the individual land uses comprising:

- 45,131 sqm residential (C3);
- 1,275 sqm retail (A1-4);
- 1,729 sqm employment (B1);
- 6,599 sqm education (D1).

and such maximum floorspace shall be distributed across the Zones as follows:

<b>Zone</b>	<b>Class A</b>	<b>Class B</b>	<b>Class C3</b>	<b>Class D1</b>	<b>Maximum Floorspace Permitted</b>
1	1099	686	17154	0	18939
2	0	802	20286	761	21849
3	176	241	7691	0	8108
4	0	0	0	5838	5838
	<b>1275</b>	<b>1729</b>	<b>45,131</b>	<b>6599</b>	<b>54,734</b>

and the following shall apply to the interpretation of this Condition:

- i. Zone demarcation within the Site is as shown on the Approved Plans
- ii. All figures are given in sqm and Gross Internal Area (GIA)
- iii. There shall be no transfer of floorspace across and between Zones



iv. There shall be no transfer of floorspace across Use Classes

Reason: To ensure the Development is carried out in accordance with the Approved Plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

**AZ.4 Design Strategy** – To be removed

The design of the Development in each Zone will accord with the Design and Access Statement (October 2013) and Design Code (October 2013) except to the extent those documents are superseded by any Reserved Matters approval or other approval pursuant to any Condition of this permission.

Reason: To ensure that high design standards are maintained throughout the Development.

**AZ.76 Retail limit** – To be removed

The maximum amount of floorspace (Gross Internal Area) within Use Class A shall be in accordance with the following table:

<b>Block</b>	<b>Class A</b>
<b>A</b>	300
<b>B</b>	318
<b>E</b>	219
<b>F</b>	262
<b>Q</b>	176
	<b>1275</b>

Within Zone 3 the maximum unit size of any Non-Residential Unit within Use Classes A1, 2 or 3 shall be in accordance with Reserved Matters approved pursuant to Condition OZ.2 and within Zone 1 the maximum unit size of any Non-Residential Unit within Use Classes A1, 2 or 3 shall be 318sqm (GIA).

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities.

## 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 conditions, informatives and schedule of approved plans and drawings attached to planning permission reference 12/00210/OUT and all reserved matters and approval of details pursuant to it except where specifically stated otherwise in this permission and subject to the additional conditions and informatives listed below:

### NEW AZ.1 Development in accordance with Approved Plans

Unless minor variations have been agreed by the Local Planning Authority and to the extent that it does not deviate from this permission, the development shall be carried out in accordance with:

- The Approved Plans and Condition OZ.1 which impose restrictions on the parameters in respect of the Block referred to therein save to the extent they have been superseded by the Conditions;
- Development Specification (February 2016) save to the extent it has been superseded by the Conditions; and
- Any other plans, drawings, documents, details, schemes, statement or strategies which have been approved by the Local Planning Authority pursuant to these Conditions.

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

### NEW AZ.3 Development thresholds

The total quantum of built floor space for the Development across the different Zones shall not exceed the GIA for the individual land uses comprising:

- 45,131 sqm residential (C3);
- 1,224 sqm retail (A1-4);
- 3,634 sqm employment (B1);
- 6,594 sqm education (D1).

and such maximum floorspace shall be distributed across the Zones as follows:

Zone	Class A	Class B	Class C3	Class D1	Maximum Floorspace Permitted
1	1099	1878	17154	604	19936
2	0	1515	20286	152	21953
3	176	241	7691	0	8108
4	0	0	0	5838	5838
	<b>1224</b>	<b>3634</b>	<b>45,131</b>	<b>6594</b>	<b>55835</b>

and the following shall apply to the interpretation of this Condition:

- v. Zone demarcation within the Site is as shown on the Approved Plans
- vi. All figures are given in sqm and Gross Internal Area (GIA)
- vii. There shall be no transfer of floorspace across and between Zones
- viii. There shall be no transfer of floorspace across Use Classes

Reason: To ensure the Development is carried out in accordance with the Approved Plans and other submitted details and to ensure that the quantum of floorspace keeps within the parameters assessed pursuant to the Environmental Statement in relation to the Development.

**NEW AZ.4 Design Strategy**

The design of the Development in each Zone will accord with the Design and Access Statement (October 2013) and Design Code (October 2013) except where those documents are superseded by Design Code (July 2015), Design Statement and Appendices (June 2015) and Design Statement Addendum (October 2015) and to the extent those any Reserved Matters approval or other approval pursuant to any Condition of this permission.

Reason: To ensure that high design standards are maintained throughout the Development.

**NEW AZ.76 Retail limit**

The maximum amount of floorspace (Gross Internal Area) within Use Class A shall be in accordance with the following table:

<b>Block</b>	<b>Class A</b>
<b>A</b>	300
<b>B</b>	270
<b>F</b>	302
<b>Q</b>	176
	<b>1048</b>

Within Zone 3 the maximum unit size of any Non -Residential Unit within Use Classes A1, 2 or 3 shall be in accordance with Reserved Matters approved pursuant to Condition OZ.2 and within Zone 1 the maximum unit size of any Non-Residential Unit within Use Classes A1, 2 or 3 shall be 318sqm (GIA).

Reason: To ensure the continuing vitality and viability of the town centre, neighbourhood and local centres, small scale shops and facilities.

## Annexure 1 –Schedule of Approved Plans and Drawings

Drawing Title	Ref	Rev	Dated
PLANNING APPLICATION AREA	PL100	E	
PLANNING APPLICATION DETAIL & OUTLINE	PL101	F	
PARAMETER PLAN PHASING PLAN	PP102	G	
PARAMETER PLAN CIRCULATION	PP103	-	June 2015
PARAMETER PLAN COVERED PARKING	PP104	F	
BUILDING HEIGHTS PARAMETER HEIGHTS	PP105	B	June 2016
PARAMETER PLAN, LANDSCAPING & PUBLIC REALM	PP106	-	June 2015
PARAMETER PLAN LIVING ROOF STRATEGY	PP107	-	June 2015
PARAMETER PLAN LAND USE GROUND FLOOR	PP108	B	Oct. 2015
PARAMETER PLAN LAND USE UPPER FLOORS	PP109	A	Oct. 2015
PARAMETER PLAN CHARACTERISATION OF LANDSCAPE SPACE	PP110	-	June 2015
PARAMETER PLAN BUILDING LINE REQUIREMENTS	PP111	H	
PARAMETER PLAN TOPOGRAPHY	PP112	G	
LANDSCAPE AREA	PP113	-	June 2015
EXISTING USES AND AREAS	PP160	D	
DEMOLITIONS PLAN	PL162	D	
ACCESS & HIGHWAYS PLAN	PL163	-	June 2015
OPEN SPACE AND PUBLIC REALM	PL165	-	June 2015
MOVEMENT STRATEGY	PL167	-	June 2015
EXISTING AND PROPOSED LEVELS	PL169	E	
EXISTING LEVELS	PL170	D	
HIGHWAY & LAND AREAS	PL171	D	
SITE LOCATION PLAN	PL200	F	
SITE LAYOUT AND FRAMEWORK	PL201	A	Oct 2015
LOWER GROUND FLOOR PARKING	PL202	B	Jan. 2015
GROUND FLOOR	PL203	B	Jan. 2015
FIRST FLOOR	PL204	A	Oct 2015

SECOND FLOOR	PL205	A	Oct 2015
THIRD FLOOR	PL206	A	Oct 2015
FOURTH FLOOR	PL207	A	Oct 2015
FIFTH FLOOR	PL208	A	Oct 2015
SIXTH FLOOR	PL209	A	Oct 2015
ROOF PLAN	PL212	A	Oct 2015
PHASE 1 LOWER GROUND FLOOR	PL221	-	Oct 2015
PHASE 1 GROUND FLOOR	PL222	B	Jan. 2016
PHASE 1 FIRST FLOOR	PL223	A	Oct 2015
PHASE 1 SECOND FLOOR	PL224	A	Oct 2015
PHASE 1 THIRD FLOOR	PL225	A	Oct 2015
PHASE 1 FOURTH FLOOR	PL226	A	Oct 2015
PHASE 1 FIFTH FLOOR	PL227	A	Oct 2015
PHASE 1 SIXTH FLOOR	PL228	A	Oct 2015
PHASE 1 ROOF	PL232	A	Oct 2015
PHASE 2 LOWER GROUND FLOOR	PL235	B	Jan. 2016
PHASE 2 GROUND FLOOR	PL236	A	Oct 2015
PHASE 2 FIRST FLOOR	PL237	A	Oct 2015
PHASE 2 SECOND FLOOR	PL238	A	Oct 2015
PHASE 2 THIRD FLOOR	PL239	A	Oct 2015
PHASE 2 FOURTH FLOOR	PL240	A	Oct 2015
PHASE 2 FIFTH FLOOR	PL241	A	Oct 2015
PHASE 2 SIXTH FLOOR	PL242	A	Oct 2015
PHASE 2 ROOF	PL246	A	Oct 2015
FINISHED FLOOR LEVELS	PL292	-	June 2015
WHEELCHAIR HOUSING PROVISION	PL293	-	June 2015
FAMILY HOUSING PROVISION	PL294	-	June 2015
HERTFORD UNION CANAL ELEVATION	PL250	-	June 2015
HERTFORD UNION CANAL ELEVATION PHASE 1	PL251	-	June 2015
HERTFORD UNION CANAL ELEVATION PHASE 2	PL252	A	Oct 2015
WYKE ROAD SOUTH ELEVATION	PL253	A	Oct 2015

WYKE ROAD SOUTH ELEVATION PHASE 1	PL254	A	Oct 2015
WYKE ROAD SOUTH ELEVATION PHASE 2	PL255	A	Oct 2015
ROACH ROAD ELEVATION BLOCK A	PL256	H	
LOFTHOUSE SQUARE ELEVATION - BLOCK A	PL257	G	
LOFTHOUSE SQUARE ELEVATION - BLOCKS B& F	PL258	A	Oct 2015
SECTION THROUGH YARD LOOKING EAST PHASE 1	PL259	-	June 2015
SECTION THROUGH YARD LOOKING WEST PHASE 1	PL260	-	June 2015
BLOCK C & D WEST ELEVATION PHASE 1	PL261	-	June 2015
BLOCK G & H EAST ELEVATION PHASE 2	PL262	A	Oct 2015
SECTION THROUGH YARD LOOKING EAST PHASE 2	PL263	A	Oct 2015
SECTION THROUGH YARD LOOKING WEST PHASE 2	PL264	A	Oct 2015
SMEED GARDENS WEST ELEVATION PHASE 2	PL265	A	Oct 2015
SMEED GARDENS EAST ELEVATION PHASE 2	PL266	H	
BLOCKS M & N WEST ELEVATION	PL267	H	
LONG SECTION THROUGH YARD LOOKING NORTH	PL268	-	June 2015
LONG SECTION THROUGH YARD LOOKING NORTH PHASE 1	PL269	-	June 2015
LONG SECTION THROUGH YARD LOOKING NORTH PHASE 2	PL270	A	Oct 2015
LONG SECTION THROUGH YARD LOOKING NORTH	PL271	-	June 2015
LONG SECTION THROUGH YARD LOOKING NORTH PHASE 1	PL272	-	June 2015
LONG SECTION THROUGH YARD LOOKING NORTH PHASE 2	PL273	B	Dec 2015
LONG SECTION THROUGH YARD LOOKING SOUTH	PL274	-	June 2015
LONG SECTION THROUGH YARD LOOKING SOUTH PHASE 1	PL275	-	June 2015
LONG SECTION THROUGH YARD LOOKING SOUTH PHASE 2	PL276	A	Oct 2015
LONG SECTION THROUGH YARD LOOKING SOUTH	PL277	-	June 2015
LONG SECTION THROUGH YARD LOOKING SOUTH PHASE 1	PL278	-	June 2015
LONG SECTION THROUGH YARD LOOKING SOUTH PHASE 2	PL279	A	Oct 2015
DETAIL SECTION AND ELEVATION - BLOCKS C, I	PL280	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCKS E, L	PL281	-	June 2015
DETAIL ELEVATION SECTION AND ELEVATION - BLOCKS E,L	PL281A	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCKS B,F	PL282	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCKS B,F	PL282A	-	June 2015

DETAIL SECTION AND ELEVATION – BLOCK D	PL283	-	June 2015
DETAIL SECTION AND ELEVATION – BLOCK D	PL283A	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCK C	PL284	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCK C	PL284A	-	June 2015
DETAIL SECTION AND ELEVATION – BLOCK G	PL285	-	June 2015
DETAIL SECTION AND ELEVATION – BLOCK G	PL285A	-	June 2015
DETAIL SECTION AND ELEVATION - BLOCKS J, K	PL286	-	June 2015
DETAIL SECTION AND ELEVATION - WORKSHOP STUDIOS	PL287	-	June 2015
DESIGN STATEMENT – PHASE 1 AND 2	-	-	June 2015
DESIGN CODE	-	-	July 2015

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## 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 application:

Following submission of the application to LLDC, the local planning authority continued to work with the applicant in a positive and proactive manner. The 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: XXXXXXX



**Anthony Hollingsworth**

Director of Planning Policy and Decisions  
London Legacy Development Corporation

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## 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.

**ANNEX 2**  
**NEW SCHEDULE 3**

### SCHEDULE 3

#### AFFORDABLE HOUSING

##### DEFINITIONS

- "Affordable Housing"** means housing including Social Rented Housing, Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market, and which housing should (a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (b) include provision for the home to remain at an affordable price for future eligible households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;
- "Affordable Housing Contract"** means a binding contract or contracts between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider;
- "Affordable Housing Provider"** means a provider of Affordable Housing Approved in respect of the Development pursuant to paragraph 1.1 of this Schedule;
- "Affordable Housing Units"** means the Affordable Rented Units, the Intermediate Units and the Social Rented Units;
- "Affordable Rented Housing"** means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents;
- "Affordable Rented Units"** means any Residential Units provided as Affordable Rented Housing pursuant to paragraph 2.1 or 2.3 of this Schedule and any Reappraisal Affordable Rented Units provided pursuant to Schedule 4;
- "Affordable Rents"** means the weekly rents set out in the table below:

Size	Weekly Rent (inc Service Charge) on first letting of an Affordable Rented Unit
1 bed	£169.85
2 bed	£198.32
3 bed	£218.76
4 bed	£250.01

subject to an annual percentage rent increase by reference to the amount of the annual increase in the Retail Price Index (RPI) + 0.5% (calculated from 27th March 2014 and based on the annual RPI rate published for the preceding September), or

such other rate of annual increase as shall be published with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014) and Direction on the Rent Standard (May 2014) but without prejudice to any rent reduction required in accordance with the Welfare Reform and Work Act 2016 (as the same may be amended or superseded).

<b>"Grant Funding"</b>	means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development;
<b>"Homes and Communities Agency" or "HCA"</b>	means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by the Homes and Communities Agency;
<b>"Intermediate Housing"</b>	means submarket housing which is above Target Rents but below open market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan (consolidated with alterations since 2011) dated March 2015 (as the same may be amended or superseded) ;
<b>"Intermediate Units"</b>	means any Residential Unit provided as Intermediate Housing pursuant to paragraph 2.2 and 2.3 of this schedule or Reappraisal Intermediate Units provided pursuant to Schedule 4;
<b>"Lifetime Home Standards"</b>	means the incorporation of the 16 design standards which together create a flexible blue print for accessible and adaptable housing published by the Joseph Rowntree Foundation Lifetime Homes Group and which standards incorporate all of the Part M Building Regulations and relevant parts of the Housing Corporation Design and Quality Standards;
<b>"Model Form of Lease"</b>	means the model forms of lease for Intermediate Housing published by the HCA from time to time;
<b>"National Rent Regime"</b>	means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG's Guidance on Rents for Social Housing (May 2014) and Direction on the Rent Standard (May 2014) (as the same may be amended or superseded);
<b>"On Site Affordable Housing Reappraisal Units"</b>	has the meaning given to it in Schedule 4;
<b>"Reappraisal Affordable Rented Units"</b>	means any On Site Affordable Housing Reappraisal Units to be made available for Affordable Rented Housing pursuant to Schedule 4;
<b>"Reappraisal Intermediate Units"</b>	means any On Site Affordable Housing Reappraisal Units to be made available for Intermediate Housing pursuant to Schedule 4;
<b>"Reappraisal Social Rented"</b>	means any On Site Affordable Housing Reappraisal Units to be

<b>Units"</b>	made available for Social Rented Housing pursuant to Schedule 4;
<b>"Perpetuity"</b>	means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of an Affordable Housing Unit;
<b>"Rents and Nominations Agreement"</b>	means the rents and nominations agreement(s) to be entered into between the Council and the Affordable Housing Provider substantially in the form attached at Appendix 3 of this Agreement;
<b>"Shared Ownership Housing"</b>	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease;
<b>"Shared Ownership Units"</b>	means the Residential Units provided as Shared Ownership Housing pursuant to paragraphs 2.2 and 2.3 of this Schedule
<b>"Social Rented Housing"</b>	means rented housing for which guideline target rents are determined through the National Rent Regime;
<b>"Social Rented Units"</b>	means any Residential Units provided as Social Rented Housing pursuant to paragraph 2.3 of this Schedule and any Reappraisal Social Rented Units provided pursuant to Schedule 4;
<b>"Target Rents"</b>	means rents for Social Rented Housing calculated in accordance with the National Rent Regime;

**1. AFFORDABLE HOUSING PROVIDER**

- 1.1 Prior to the Commencement of Development the Developer shall submit to the LPA and obtain its Approval to a list of companies or organisations involved in the provision of Affordable Housing who if Approved shall be capable of being Affordable Housing Providers for the Development PROVIDED THAT no Approval shall be required for any of the registered providers within the Peabody group of companies.
- 1.2 The Developer will:
  - 1.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the Affordable Housing Units; and
  - 1.2.2 notify the LPA within 10 Working Days of entering into an Affordable Housing Contract.

**2. MINIMUM AFFORDABLE HOUSING PROVISION**

- 2.1 Not less than 11 Family Housing Units within Block C and Block I shall be provided as Affordable Rented Housing.
- 2.2 Not less than 36 Residential Units within Block G shall be provided as Shared Ownership Housing.
- 2.3 In addition to the Affordable Rented Units and Shared Ownership Units provided pursuant to paragraphs 2.1 and 2.2 above, not less than a further 23 Residential Units shall be provided as Affordable Housing and it is agreed that:

- 2.3.1 subject to paragraph 2.3.2 the Affordable Housing to be provided pursuant to this paragraph 2.3 can be provided as Affordable Rented Housing or Intermediate Housing; and
- 2.3.2 not more than 20 Private Residential Units shall be Occupied until the Developer has:
- (a) submitted to the LPA for approval (in consultation with the Council) a scheme detailing the location, size and tenure of the Affordable Housing to be provided pursuant to this paragraph 2.3 which shall demonstrate how the mix meets identified needs; and
  - (b) obtained the LPA's approval to such scheme.
- 2.4 Not more than 220 Private Residential Units shall be Occupied until:
- 2.4.1 the Affordable Housing Units to be provided pursuant to paragraphs 2.1 to 2.3 are Completed; and
- 2.4.2 such Affordable Housing Units have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

### **3. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA**

- 3.1 The rents (inclusive of service charge) charged for the first letting of any Affordable Rented Unit shall not exceed the applicable Affordable Rent PROVIDED THAT the Developer shall obtain the written agreement of the LPA as to the amounts of the weekly rents and the LPA shall act reasonably when agreeing any proposed revisions to these weekly rents.
- 3.2 The rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Affordable Rented Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the applicable Affordable Rent unless otherwise agreed in writing with the LPA.
- 3.3 The rent payable by the occupant of any Social Rented Unit shall not exceed the Target Rent, such rent to be calculated at the start of each tenancy.
- 3.4 The cost of rent and/or mortgage payments and service and estate charges in relation to any Intermediate Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the Greater London Authority from time to time.

### **4. GRANT FUNDING**

- 4.1 The Developer shall:
- 4.1.1 use Reasonable Endeavours to secure Grant Funding;
  - 4.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;
  - 4.1.3 if Grant Funding is secured, notify the LPA as to the quantum, tenure and proposed location of the additional Affordable Housing to be provided in the Development.
- 4.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to Paragraph 4.1 above.

- 4.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver additional Affordable Housing in the Development with such Grant Funding PROVIDED THAT there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.
- 4.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or Commencement of Development in the Zone to which the Grant Funding relates notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "**Grant Funded Unit**").
- 4.5 The Developer shall provide the LPA with an annual return in respect of the Staircasing of any Grant Funded Units which shall contain details of:
- 4.5.1 the amount of each Staircasing payment;
  - 4.5.2 the amount of equity in each Grant Funded Unit owned by the Occupier before such Staircasing payment was made;
  - 4.5.3 the amount of additional equity acquired by the Occupier in each such Grant Funded Unit; and
  - 4.5.4 the Developer's costs incurred in relation to the Staircasing of each such Grant Funded Unit to be deducted for the purposes of paragraph 4.6 below.
- 4.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's Area.

## 5. GENERAL

- 5.1 The Developer hereby covenants with and undertakes to the LPA (and in respect of paragraphs 5.1.4 and 5.1.5 the Council) that the Developer will in respect of Affordable Housing Units:
- 5.1.1 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for Affordable Housing in Perpetuity;
  - 5.1.2 provide that 10% of the Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the LPA for Approval prior to commencement and notify the LPA at least nine months prior to their Completion;
  - 5.1.3 provide the Affordable Housing Units to London Design Standards and Lifetime Home Standards;
  - 5.1.4 either:
    - (a) ensure that the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider to deliver a duly executed Rents and Nominations Agreement to the Council within 6 months of date of the Affordable Housing Contract; or

- (b) if at any time the Developer is the Affordable Housing Provider for the Development and there is no Affordable Housing Contract the Developer shall deliver to the Council a duly executed Rents and Nominations Agreement.

5.1.5 subject to the reasonable availability of such information and data protection legislation that binds both the Developer and any Affordable Housing Provider, procure that the Affordable Housing Provider provides an annual return to the LPA and the Council with details of:

- (a) in respect of each letting of an Affordable Rented Unit or a Social Rented Unit:
  - (i) the tenant;
  - (ii) the household income of such tenant;
  - (iii) the ethnicity of such tenant;
  - (iv) the location of the tenant's previous accommodation by local authority area; and
  - (v) the tenant's present occupation; and
- (b) in respect of the initial letting only of an Intermediate Unit the information required pursuant to paragraphs (i) to (v) above

**PROVIDED THAT** the LPA and the Council shall keep any information provided pursuant to this paragraph 5.1.5 confidential subject to any legal obligation on the LPA and/or the Council to disclose such information.

5.2 The provisions of this Schedule will not bind:

5.2.1 any mortgagee or chargee of the Affordable Housing Provider nor any mortgagee or charge of the owner for the time being of any leasehold interest in any of the Affordable Housing Units nor any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by such mortgagee or chargee of such Affordable Housing Provider or owner and who exercises any power of sale

5.2.2 any person who has acquired 100% of the equity in an Intermediate Unit through Staircasing;

5.2.3 any person who exercises any right to buy or acquire an Affordable Housing Unit pursuant to a right under the Housing Act 1985 or the Housing Act 1996 or any other statutory power; or

5.2.4 any person or body deriving title through or from any of the parties mentioned in paragraphs 5.2.1 to 5.2.3.

5.3 The Developer will procure that the Transfer of any Intermediate Units to an Affordable Housing Provider imposes a requirement that when granting a lease of an individual Intermediate Unit the Affordable Housing Provider will use the appropriate Model Form of Lease.

5.4 Upon the transfer of the Affordable Housing Units (or any of them) to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider,



such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

**6. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS**

6.1 Unless otherwise agreed by the LPA and subject to the terms of this Schedule and any Rents and Nominations Agreement:

6.1.1 no Affordable Rented Unit shall be Occupied other than as an Affordable Rented Unit and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Affordable Rented Unit;

6.1.2 no Social Rented Unit shall be Occupied other than as Social Rented Housing and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Social Rented Unit;

6.1.3 no Intermediate Unit shall be Occupied other than as Intermediate Housing pursuant to the appropriate Model Form of Lease save that this shall not prevent an occupational tenant having the right to take in a lodger or share occupation with another person provided that the occupational lease or tenancy contains a provision to the effect that the tenant must obtain the prior written consent of the landlord and is not permitted to grant any assured tenancy of any part of the Intermediate Unit,

in each case for so long only as the need exists for the tenure of Affordable Housing in question, such need to be determined by the LPA, and in the event that the LPA agrees with the Developer (or any person nominated by the Developer for that purpose) that the need no longer exists for the Affordable Housing Units in question then those Affordable Housing Units may be sold on the open market as Private Residential Units.

**ANNEX 3**  
**NEW SCHEDULE 4**

## SCHEDULE 4

### AFFORDABLE HOUSING REAPPRAISAL

#### DEFINITIONS

<b>"Achieved Sales Value"</b>	means the aggregate value of the Sold Private Residential Units and any accompanying car parking spaces referred to in each Affordable Housing Reappraisal (less any reasonable incentives incurred in the construction and sale of such units)
<b>"Achieved Values"</b>	means the Achieved Sales Value and the Attributed Value
<b>"Affordable Housing Reappraisal"</b>	means a reappraisal of the ability of the Development to deliver a level of Affordable Housing above the minimum level required to be provided pursuant to Schedule 3 and which shall be carried out in accordance with and contain the information required by paragraph 2 of this Schedule and be calculated in accordance with the Affordable Housing Reappraisal Calculator;
<b>"Affordable Housing Reappraisal Calculator"</b>	means the calculation methodology specified in the review calculator attached hereto at Appendix 5;
<b>"Affordable Housing Reappraisal Units"</b>	means the additional units of Affordable Housing (if any) to be provided in accordance with the provisions of this Schedule as identified in the Approved Affordable Housing Reappraisals pursuant to paragraphs 2 and 3 and/or the Approved Viability Appraisal Scheme pursuant to paragraph 4;
<b>"Affordable Housing Units"</b>	has the meaning given to it in Schedule 3;
<b>"Affordable Rented Units"</b>	has the meaning given to it in Schedule 3;
<b>"Attributed Value"</b>	means the value attributed by the Developer to each Sold Affordable Rented Unit, Sold Voluntary Affordable Rented Unit, Sold Intermediate Unit, Sold Voluntary Intermediate Unit, Sold Social Rented Unit and Sold Voluntary Social Rented Unit including any accompanying car parking spaces allocated to Sold Intermediate Units and Sold Voluntary Intermediate Units referred to in each Affordable Housing Reappraisal
<b>"Construction Contract"</b>	means a contract or contracts to be entered into with a construction contractor or construction constructors for the construction and completion of Zone 1 in such form as is custom and practice to use in the industry incorporating a programme for the completion of Zone 1 by a specified completion date (as may be extended under the terms of the contract) documentary evidence of which shall be submitted to the LPA in writing;
<b>"Grant Funding"</b>	has the meaning given to it in Schedule 3;

<b>"Habitable Room"</b>	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and includes kitchens larger than 13m including living rooms, bedrooms and dining rooms but excludes halls, corridors, bathrooms and lavatories;
<b>"Intermediate Units"</b>	has the meaning given to it in Schedule 3;
<b>"On Site Affordable Housing Reappraisal Units"</b>	means any Affordable Housing Reappraisal Units to be provided within the Development pursuant to this Schedule 4;
<b>"Projected Values"</b>	means the value of Residential Units and car parking spaces not yet Sold as at the date the Affordable Housing Reappraisal is prepared that would reasonably be expected to be achieved (less any reasonable incentives) taking account of the Achieved Values set out in any previous Approved Affordable Housing Reappraisal
<b>"Saleable Area"</b>	means the net Saleable area (excluding all common areas) of each Residential Unit measured in square feet;
<b>"Sale"</b>	<p>means any of the following in respect of each individual Residential Unit and/or car parking space:</p> <ul style="list-style-type: none"> <li>(a) disposal of the freehold;</li> <li>(b) disposal of a leasehold;</li> <li>(c) grant of a tenancy for occupation; or</li> <li>(d) disposal on a shared ownership or shared equity basis</li> </ul> <p>to an independent third party and "Sold" and "Saleable" shall be construed accordingly;</p>
<b>"Social Rented Units"</b>	has the meaning given to it in Schedule 3;
<b>"Substantial Commencement"</b>	<p>means: the occurrence of both of the following events:</p> <ul style="list-style-type: none"> <li>(i) a Construction Contract is let and certified documentary evidence of the same is provided to the LPA (which may be redacted only to exclude irrelevant or commercially sensitive information); and</li> <li>(ii) an Unconditional Obligation Certificate is provided to the LPA in writing (which for the avoidance of doubt can be in the form of a letter)</li> </ul> <p>and "Substantially Commenced" shall be constructed accordingly.</p>
<b>"Surplus"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>a) in relation to the First Affordable Housing</li> </ul>

Reappraisal and the Second Affordable Housing Reappraisal the amount by which the Total Value exceeds the Trigger Value; and

b) in relation to the Final Affordable Housing Reappraisal fifty per cent (50%) of the amount by which the Total Value exceeds the Trigger Value;

**"Total Value"**

means as at the date the Affordable Housing Reappraisal is prepared, the aggregate value of:

(a) the Achieved Values; and

(b) the Projected Values

divided by the total Saleable Area of Residential Units;

**"Trigger Value"**

means £474/ft<sup>2</sup> (Indexed from the date of the Original Agreement)

**"Unconditional Obligation Certificate"**

means a certificate provided by solicitors acting for the Developer to the effect that a Construction Contract has been entered into in which a construction contractor(s) agrees to construct the whole of Zone 1 by a specified completion date as may be extended in accordance with the Construction Contract in accordance with an agreed programme subject to the usual extensions and which shall not be subject to any conditions precedent preventing the construction contractor or construction contractors from constructing the whole of Zone 1;

**"Viability Appraisal"**

means a reappraisal of the ability of the Development to deliver additional Affordable Housing undertaken pursuant to paragraph 4 of this Schedule;

**"Viability Appraisal Scheme"**

means a scheme based on the Approved Viability Appraisal specifying:

(a) the percentage and number of additional Affordable Housing Units which can be viably delivered within the Development;

(b) the location, distribution, sizes and tenures of the Affordable Housing within the Development together with an explanation of how the Development complies with the London Housing Design Guide;

(c) the percentage and location of units of Affordable Housing within the Development which will be wheelchair accessible;

(d) details of how the proposed design of the Affordable Housing ensures that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from the Private Residential Units of similar size within the Development;

and

- (e) a programme for Completing the additional Affordable Housing Units and transferring the same to an Affordable Housing Provider;

<b>"Voluntary Affordable Housing Unit"</b>	means a Private Residential Unit which the Developer has provided as Affordable Housing;
<b>"Voluntary Affordable Rented Unit"</b>	means a Voluntary Affordable Housing Unit which the Developer has provided as Affordable Rented Housing;
<b>"Voluntary Intermediate Unit"</b>	means a Voluntary Affordable Housing Unit which the Developer has provided as Intermediate Housing;
<b>"Voluntary Social Rented Unit"</b>	means a Voluntary Affordable Housing Unit which the Developer has provided as Social Housing.

1. **LPA'S COSTS**

- 1.1 The Developer shall pay the LPA's reasonable and pre-agreed costs (including the costs of any consultants appointed by the LPA) incurred in reviewing, commenting on and approving any information submitted to the LPA pursuant to this Schedule.

2. **AFFORDABLE HOUSING REAPPRAISAL**

- 2.1 Within 28 days of:

- 2.1.1 the one hundred and eight (108th) Sale of a Private Residential Unit (the "**First Affordable Housing Reappraisal**");
- 2.1.2 the two hundred and twenty first (221st) Sale of a Private Residential Unit (the "**Second Affordable Housing Reappraisal**"); and
- 2.1.3 the Sale of 95% of the Private Residential Units in Zones 1, 2 and 3 (the "**Final Affordable Housing Reappraisal**")

the Developer shall submit an Affordable Housing Reappraisal to the LPA for Approval together with any fee agreed in accordance with paragraph 1 of this Schedule to cover the LPA's costs of reviewing the Affordable Housing Reappraisal.

- 2.2 The Developer shall notify the LPA in writing as soon as possible following the date on which the triggers in each of paragraphs 2.1.1 to 2.1.3 have occurred and the LPA shall appoint a consultant to review the anticipated Affordable Housing Reappraisal within the 28 day period following receipt of such notice.

- 2.3 Within 28 days of the later of:

- 2.3.1 receipt of an Affordable Housing Reappraisal pursuant to paragraph 2.1 above; and
- 2.3.2 the expiry of the 28 day period referred in paragraph 2.2 above

the LPA shall notify the Developer in writing either that the Affordable Housing Reappraisal is approved or that there is a Dispute, and if there a Dispute either Party may refer such Dispute to an Expert pursuant to clause 11 of the Original Agreement.

- 2.4 The Developer covenants that:

- 2.4.1 not more than 154 Private Residential Units shall be Sold until the First Affordable Housing Reappraisal has been Approved in writing by the LPA pursuant to paragraph 2.3 above or by the Expert pursuant to clause 11;
  - 2.4.2 not more than 262 Private Residential Units shall be Sold until the Second Affordable Housing Reappraisal has been Approved in writing by the LPA pursuant to paragraph 2.3 above or by the Expert pursuant to clause 11; and
  - 2.4.3 not more than 97% of the Private Residential Units shall be Sold until the Final Affordable Housing Reappraisal has been Approved in writing by the LPA pursuant to paragraph 2.3 above or by the Expert pursuant to clause 11.
- 2.5 Each Affordable Housing Reappraisal shall:
- 2.5.1 consider all Residential Units and car parking spaces Sold at the date of submission of the report;
  - 2.5.2 set out the amount of any Surplus (if any) and contain such information necessary to calculate the Surplus, including:
    - (a) the date of Sale and actual sale value as registered or to be registered at the Land Registry for each such Private Residential Unit (excluding any Voluntary Affordable Housing Units) and car parking space net of reasonable incentives incurred;
    - (b) the value attributed by the Developer to each Intermediate Unit and Voluntary Intermediate Unit (if any) and details of the initial sale value and rental income paid in respect of the retained equity in respect of Shared Ownership Housing and details of rental income in respect of other forms of rented Intermediate Housing;
    - (c) the value attributed by the Developer to each Affordable Rented Unit, Voluntary Affordable Rented Unit, Social Rented Unit and Voluntary Social Rented Unit (if any) including details of rental income;
    - (d) the total Achieved Value of:
      - (i) the Residential Units considered by the report;
      - (ii) the car parking spaces Sold with Private Residential Units, Intermediate Units and Voluntary Intermediate Units considered by the report;
    - (e) the total Projected Value of:
      - (i) the Residential Units considered by the report; and
      - (ii) and car parking spaces to be Sold with Private Residential Units, Intermediate Units and Voluntary Intermediate Units considered by the report;
    - (f) the total Saleable Area of the Residential Units considered by the Affordable Housing Reappraisal;
    - (g) the Indexed Trigger Value;
    - (h) calculations used to arrive at the Surplus.

- 2.5.3 in the case of the First Affordable Housing Reappraisal and Second Affordable Housing Reappraisal set out the level of additional Affordable Housing which the Developer proposes to provide funded by Surplus pursuant to Paragraphs 2.6 and 2.7 of this Schedule;
  - 2.5.4 in the case of the Final Affordable Housing Reappraisal set out the Surplus payable pursuant to Paragraph 2.9 of this Schedule;
  - 2.5.5 set out the amount of any Grant Funding available for Development; and
  - 2.5.6 set out the calculations used to arrive at the Projected Value per sq foot
- and shall include any evidence used to establish the Projected Values set out within the Affordable Housing Reappraisal.
- 2.6 The level of additional Affordable Housing specified in the First Affordable Housing Reappraisal and Second Affordable Housing Reappraisal shall be derived as follows:
- for every £1.70/ft<sup>2</sup> (Indexed from the date of the Original Agreement) of Surplus at the time of the Affordable Housing Reappraisal, the amount of Affordable Housing to be provided shall increase by 3 Habitable Rooms.
- 2.7 Any Surplus identified in the First Affordable Housing Reappraisal and Second Affordable Housing Reappraisal must be applied towards additional Affordable Housing in a policy compliant tenure mix and the Developer shall set out in the relevant Affordable Housing Reappraisal the quantum of additional Affordable Housing being funded by the Surplus and the calculations used to arrive at this quantum.
- 2.8 The Developer shall set out in the relevant Affordable Housing Reappraisal the following information in respect of the additional Affordable Housing to be provided pursuant to paragraphs 2.6 and 2.7:
- 2.8.2 the unit size mix;
  - 2.8.3 the tenure mix; and
  - 2.8.4 the proposed location which may (subject to the Approval of the LPA) include a proposal to locate such additional Affordable Housing Off Site but within Fish Island PROVIDED THAT it is agreed and acknowledged that as a condition of Approving any proposal to locate additional Affordable Housing Off Site but within Fish Island the LPA shall be entitled to require that an agreement is entered into under s106 of the 1990 Act to the effect that the provisions of Schedule 3 of this Agreement shall apply to any such units.
- 2.9 Any Surplus identified in the Final Affordable Housing Reappraisal (which for the avoidance of doubt shall relate only to that part of the Surplus that equates to an increase in the number of Habitable Rooms required over and above the number of Habitable Rooms of Affordable Housing that has been provided as part of the Development), as calculated in accordance with the Affordable Housing Reappraisal Calculator must be paid to the LPA within 28 days of the date of Approval of the Final Affordable Housing Reappraisal PROVIDED THAT any Surplus payable shall be capped at such sum of money as represents the cost of providing additional Affordable Housing Off Site in a policy compliant tenure mix so as to increase the Affordable Housing provided or funded by the Development to 50% (fifty per cent) of the Habitable Rooms comprised within the Development.
- 2.10 Any Surplus paid to the LPA pursuant to paragraph 2.9 of this Schedule shall be applied by the LPA in accordance with paragraphs 2.11 and 2.12.



- 2.11 For a period of 3 years from receipt of the Surplus pursuant to paragraph 2.9 the LPA shall:
- 2.11.2 apply such Surplus (or part thereof) exclusively towards the provision of Affordable Housing in such part of the area which falls within both the LPA's Area and the Council's Area; and
  - 2.11.3 use Reasonable Endeavours to secure for the Council 100% of nomination rights in respect of any Affordable Housing provided under paragraph 2.11.1.
- 2.12 For a period of 2 years from the expiry of the period referred to in paragraph 2.11 the LPA shall:
- 2.12.2 apply any remaining part of the Surplus exclusively towards the provision of Affordable Housing in the LPA's Area; and
  - 2.12.3 use Reasonable Endeavours to secure for the Council not less than 50% of nomination rights in respect of Affordable Housing provided under paragraph 2.12.1.
- 2.13 The information provided in the Affordable Housing Reappraisal shall be kept confidential by the LPA and shall not be disclosed to any third party save with the consent of the other parties to this Agreement or where the LPA is required to disclose the information as a matter of law provided that in the event the LPA is required to disclose such information to the public or some other third party and that information is not already in the public domain it will use reasonable endeavours to ensure that all figures sums and calculations set out are redacted to the extent that they represent commercially sensitive information unless the LPA is required to disclose the information as a matter of law.

### **3. PROVISION OF ADDITIONAL AFFORDABLE HOUSING**

- 3.1 The following provisions shall apply if any Approved Affordable Housing Reappraisal specifies that additional Affordable Housing is to be provided:
- 3.1.2 the number of Affordable Housing Reappraisal Units will be not less than the figure specified in any Approved Affordable Housing Reappraisal PROVIDED THAT the total percentage of Habitable Rooms provided as Affordable Housing as part of the Development is not required for the purposes of this Agreement to exceed 25% of the Habitable Rooms within the Development;
  - 3.1.3 not more than 350 Private Residential Units shall be Occupied until:
    - (f) the Affordable Housing Reappraisal Units are Completed; and
    - (g) the Affordable Housing Reappraisal Units have been transferred to an Affordable Housing Provider pursuant to an Affordable Housing Contract;
  - 3.1.4 the provisions of Schedule 3 shall apply to any On Site Affordable Housing Reappraisal Units.

### **4. VIABILITY APPRAISAL IF DEVELOPMENT NOT SUBSTANTIALLY COMMENCED BY 1 SEPTEMBER 2017**

- 4.1 If Development has not Substantially Commenced on or before 1st September 2017:
- 4.1.1 the Development shall not Commence, save for demolition works, unless and until a Viability Appraisal and Viability Appraisal Scheme has been

submitted to and Approved in writing by the LPA or by the Expert pursuant to clause 11; and

4.1.2 where the Approved Viability Appraisal Scheme identifies that additional Affordable Housing Units can be viably delivered based on the Approved Viability Appraisal:

(f) the additional Affordable Housing Units identified in the Approved Viability Appraisal Scheme shall be provided within the Development in accordance with the Approved Viability Appraisal Scheme; and

(g) the provisions of Schedule 3 shall apply to any such Affordable Housing Units.

4.2 Any Viability Appraisal pursuant to paragraph 4.1 shall expire after a period of 12 (twelve) months from the date of its Approval where the Developer has not Substantially Commenced the Development by the end of that 12 month period and the provisions and covenants on behalf of the Developer in this paragraph 4 shall apply to any subsequent Viability Appraisal and Viability Appraisal Scheme.

**5. APPROVAL OF VOLUNTARY AFFORDABLE HOUSING UNIT MIX**

5.1 If the number of Voluntary Affordable Housing Units exceeds 25% of Private Residential Units, it is agreed that any Voluntary Affordable Housing Unit provided in excess of 25% shall be provided in accordance with a tenure mix agreed in writing with the Council.

**ANNEX 4**  
**NEW SCHEDULE 7**

## SCHEDULE 7

### TRAVEL PLAN

#### DEFINITIONS

- "Initial Monitoring Period"** means six months after first Occupation in the Zone to which the Zonal Travel Plan relates until 36 months after first Occupation of the final Building to be Completed in such Zone;
- "Modal Split Targets"** means the modal split targets identified in each Approved Zonal Travel Plan;
- "Sustainable Transport Measures"** means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) **PROVIDED THAT** such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010;
- "Travel Plan Monitoring"** means monitoring of each Zonal Travel Plan by carrying out the following monitoring of travel to and from the Zone which shall as a minimum include the following:
- (a) carrying out representative surveys of the modal split of visitors to the Zone (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked;
  - (b) monitoring of the usage of the car parking which is available for use in the Zone;
  - (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Zone;
- "Travel Plan Monitoring Officer"** means a person appointed by the Developer in respect of each Zone to monitor and promote the success in meeting the targets set out in each Zonal Travel Plan;
- "Travel Plan Monitoring Report"** a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period in respect of each Zonal Travel Plan and such report shall include:
- (a) details of trip generation rates;
  - (b) details of mode share and change in mode share over time;
  - (c) details of how effectively the Zonal Travel Plan has operated within the previous period;
  - (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved; and

- (e) (where the objectives and/or targets specified in the Zonal Travel Plan have not been met) a proposed revision to the Zonal Travel Plan for Approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Zonal Travel Plan together with a timetable for implementing such measures;

**"Travel Plan Review Period"** means initially the period of 6 months commencing on first Occupation in the relevant Zone and thereafter annually on a rolling basis;

**"Zonal Travel Plan"** means a travel plan for a Zone to be submitted to the LPA for Approval pursuant to paragraph 1 of this Schedule.

**1. ZONAL TRAVEL PLANS**

- 1.1 Development in each of Zone 1, Zone 2, Zone 3 and Zone 4 shall not Commence, save for demolition works, until:
  - 1.1.1 a Zonal Travel Plan for such Zone has been submitted to and Approved by the LPA;
  - 1.1.2 the Developer has appointed a Travel Plan Monitoring Officer for such Zone and notified the LPA of the name and contact details of such officer.
- 1.2 The Zonal Travel Plans for Zone 1, Zone 2 and Zone 3 shall contain separate measures, commitments, targets and plans for each of the authorised land uses within those Zones.
- 1.3 The Zonal Travel Plan for Zone 4 shall contain measures, commitments, targets and plans applicable to the authorised School use.
- 1.4 The Zonal Travel Plans to be submitted pursuant to paragraph 1.1 shall:
  - 1.4.1 comply with TfL 'Travel Planning for new development in London' or such other best practice guidance as shall apply at the date of submission of the Zonal Travel Plan;
  - 1.4.2 contain clear commitments to measures, including investigation of potential additional measures;
  - 1.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;
  - 1.4.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';
  - 1.4.5 contain measures aimed at:
    - (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
    - (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility, availability and reviewing cycle

parking space demand and use and set out measures for providing additional cycle parking spaces should further demand arise;

- (c) setting out how monitoring travel surveys will be undertaken which cover all employees within the Zone.

1.4.6 include a parking review plan which sets out:

- (a) a strategy for periodic review of the parking spaces;
- (b) a strategy for periodic review of blue badge parking spaces to ensure that 1 x space is provided for each employee who is a disabled motorist in line with London Plan policy.

1.4.7 include a car parking management plan which sets out:

- (a) principles for allocating car parking spaces for staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

1.5 The Developer shall implement each Approved Zonal Travel Plan during the life of the Development and shall include provisions in any lease or licence of any non-residential unit requiring any Occupier of such unit to comply with the relevant Zonal Travel Plan and any Approved amendments thereto.

1.6 No Development shall be Occupied other than in accordance with the Approved Zonal Travel Plan (and any Approved amendments thereto) in relation to the Zone in which Occupation takes place.

## 2. TRAVEL PLAN MONITORING

2.1 In order to monitor the effectiveness of each Zonal Travel Plan the Developer shall during the relevant Initial Monitoring Period carry out the Travel Plan Monitoring.

2.2 During the Initial Monitoring Period for each Zonal Travel Plan the Developer shall prepare and submit to the LPA for Approval a Travel Plan Monitoring Report by not later than 42 days after the end of each Travel Plan Review Period.

2.3 Prior to the submission of a report referred to in paragraph 2.2 the Developer shall agree the structure of that report with the LPA.

2.4 Following the expiry of the Initial Monitoring Period for each Zonal Travel Plan the Developer shall continue the Travel Plan Monitoring and either paragraph 2.5 or paragraph 2.6 of this Schedule shall apply.

2.5 If the Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period for any Zonal Travel Plan shows that the Modal Split Targets in that Zonal Travel Plan have been achieved then the Developer shall prepare a Travel Plan Monitoring Report for that Zonal Travel Plan on the third anniversary of the expiry of the relevant Initial Monitoring Period and subsequently every three years thereafter.

2.6 If the Travel Plan Monitoring Report that is submitted to the LPA during the final year of the Initial Monitoring Period for any Zonal Travel Plan shows that any of the Modal Split Targets in that Zonal Travel Plan have not been achieved then the Developer shall prepare a Travel Plan Monitoring Report for that Zonal Travel Plan in accordance with a timetable specified by the LPA **PROVIDED THAT** the LPA shall not require the

Developer to prepare a Travel Plan Monitoring Report for that Zonal Travel Plan more than once a year.

- 2.7 The Travel Plan Monitoring Reports that the Developer is required to prepare pursuant to either paragraphs 2.5 or 2.6 of this Schedule shall be submitted to the LPA for Approval within 42 days of the date by which they are required to be prepared.
- 2.8 If any Travel Plan Monitoring Report includes a revised Zonal Travel Plan for Approval by the LPA the Developer shall implement the revised Zonal Travel Plan as Approved so that it is in place and operational as soon as reasonably practicable after the LPA's Approval of the same.

### 3. **MODAL SPLIT TARGETS**

- 3.1 If any Travel Plan Monitoring Report for any Zonal Travel Plan ("**First Monitoring Report**") shows that any of the Modal Split Targets in that Zonal Travel Plan have not been achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in that Zonal Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.
- 3.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as Approved by the LPA.
- 3.3 If the Travel Plan Monitoring Report for the year immediately following any First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved the Developer shall repeat the process set out in paragraphs 3.1 and 3.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

**ANNEX 5**  
**NEW SCHEDULE 8**



## SCHEDULE 8

### PUBLIC OPEN SPACE

#### DEFINITIONS

- "PAOS Delivery Plan"** means a detailed plan for the delivery and layout of PAOS within a Zone which shall contain at least the following information:
- (a) a plan indicating the location of PAOS within that Zone which shall be in accordance with Plan 6;
  - (b) a statement of how the proposed PAOS within that Zone will contribute to the minimum requirements contained in the Conditions and how the balance will be or has been provided in other Zones;
  - (c) the specification of PAOS within that Zone;
  - (d) the location and specifications of play space;
  - (e) how play space within the relevant Zone shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the PAOS Delivery Plan is Approved by the LPA); and
  - (f) the timing of the construction of the Residential Units and the delivery of the PAOS within the relevant Zone;
  - (g) in respect of the PAOS Delivery Plan for Zone 3 only, the steps the Developer has taken to satisfy the obligation in paragraph 1.3 and the progress made towards acquiring the necessary rights and interests to deliver the PAOS on the Third Party Land;
- "Permissive Paths"** means pedestrian and cycle routes across the Site (north-south, east-west) that shall be maintained and shall be freely accessible to the general public at all times and which are shown indicatively on Plan 6;
- "Permissive Paths Delivery Plan"** means a detailed plan for the delivery of the Permitted Paths within a Zone which shall contain at least the following information:
- (a) a plan identifying the precise location of the Permissive Paths within that Zone;
  - (b) the specification of the Permissive Paths

within that Zone;

- (c) the timing of the construction and opening of the Permissive Paths within the relevant Zone;
- (d) in respect of the Permissive Paths Delivery Plan for Zone 3 only, the steps the Developer has taken to satisfy the obligation in paragraph 2.3 and the progress made towards acquiring the necessary rights and interests to deliver the Permissive Paths on the Third Party Land;

**"Permitted Closures"**

means temporary closure of any Permissive Path and/or area of Publicly Accessible Open Space (or part thereof) in the following circumstances:

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety;
- (b) temporary closure where such temporary closure is required for the purposes of essential maintenance, repair, cleansing, renewal, or resurfacing works of the area of the Permissive Path and/or Publicly Accessible Open Space in question;
- (c) closure for a maximum of one day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law;
- (d) any other closure not covered by the above in relation to which the LPA's prior written Approval has been obtained

**PROVIDED THAT** save in the case of an emergency the Developer will be required to provide notice to the public of any Permitted Closure of not less than three days prior to the date such Permitted Closure is to commence;

**"PP and PAOS Management Plan"**

means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Permissive Paths and Publicly Accessible Open Space (including all associated street furniture, lighting, security equipment and drainage) to be submitted to and Approved by the LPA pursuant to paragraph 4 of this Schedule;

**"Publicly Accessible Open Space" or "PAOS"**

means areas of the public open space and public realm identified on Plan 6 with yellow, orange, pink and brown shading which shall be accessible to members of the public (and which may include areas where access is controlled) and which areas of open space include hard and soft landscaping, and playspace but excludes the footprint of any Building that is not ancillary to the enjoyment of that open space;

**"Third Party Land"**

means the land shaded brown on Plan 6 which at the date of this Agreement is in the ownership of the Council.

**1. PUBLICLY ACCESSIBLE OPEN SPACE**

- 1.1 No Development in any Zone shall be Commenced, save for demolition works, until the PAOS Delivery Plan for that Zone has been submitted to and agreed in writing by the LPA.
- 1.2 Subject to paragraph 1.4 the Development shall be carried out and Occupied in accordance with the Approved PAOS Delivery Plan. Unless otherwise specified in the Approved PAOS Delivery Plan no more than 50% of the Private Residential Units within each Zone shall be Occupied until the PAOS within that Zone has been Completed in accordance with the Approved PAOS Delivery Plan and opened to the general public.
- 1.3 The Developer shall use Reasonable Endeavours to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land in accordance with the timescales envisaged in the Approved PAOS Delivery Plan for Zone 3.
- 1.4 If the Approved PAOS Delivery Plan for Zone 3 concludes that it has not been possible, despite using Reasonable Endeavours, to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land:
  - 1.4.1 the restriction on Occupation in paragraph 1.2 above shall not apply in respect of the Completion of such part of the PAOS as is to be located on the Third Party Land; and
  - 1.4.2 the Developer shall continue to use Reasonable Endeavours to acquire the necessary rights and interests to deliver the PAOS on the Third Party Land and upon acquisition of such rights and interests the Developer shall Complete such part of the PAOS as is to be located on the Third Party Land.

**2. PERMISSIVE PATHS**

- 2.1 No Development in any Zone shall be Commenced until the Permissive Paths Delivery Plan for that Zone has been submitted to and Approved by the LPA.
- 2.2 Subject to paragraph 2.4, the Development shall be carried out and Occupied in accordance with the Approved Permissive Paths Delivery Plan. Unless otherwise specified in the Approved Permissive Paths Delivery Plan no more than 50% of the Private Residential Units within each Zone shall be Occupied until the Permissive Paths in that Zone have been Completed in accordance with the Approved Permissive Paths Delivery Plan and opened to the general public.
- 2.3 The Developer shall use Reasonable Endeavours to acquire the necessary rights and interests to deliver the Permissive Paths on the Third Party Land in accordance with the timescales envisaged in the Approved Permissive Paths Delivery Plan for Zone 3.
- 2.4 If the Approved Permissive Paths Delivery Plan for Zone 3 concludes that it has not been possible, despite using Reasonable Endeavours, to acquire the necessary rights and interests to deliver the Permissive Paths on the Third Party Land:
  - 2.4.1 the restriction on Occupation in paragraph 2.2 above shall not apply in respect of the Completion of such part of the Permissive Paths in Zone 3 as are to be located on the Third Party Land; and
  - 2.4.2 the Developer shall continue to use Reasonable Endeavours to acquire the necessary rights and interests to deliver the Permissive Paths on the Third

Party Land and upon acquisition of such rights and interests the Developer shall Complete such part of the Permissive Paths as are to be located on the Third Party Land.

**3. PUBLIC ACCESS**

3.1 From the date of Completion of the Permissive Paths and Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Permissive Paths and Publicly Accessible Open Space at all times free of charge **SUBJECT TO:**

3.1.1 Permitted Closures; and

3.1.2 any lawful requirements of the police or any other competent authority.

3.2 Subject to paragraph 3.1 the Developer shall not without the LPA's prior written Approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Permissive Paths and Publicly Accessible Open Space.

**4. MANAGEMENT AND MAINTENANCE OF PAOS AND PERMISSIVE PATHS**

4.1 No Development shall be Occupied until the PP and PAOS Management Plan has been submitted to and Approved by the LPA.

4.2 The Developer shall, at its own expense, manage and maintain the Permissive Paths and Publicly Accessible Open Space for the life of the Development in accordance with the PP and PAOS Management Plan.

**ANNEX 6**  
**NEW SCHEDULE 10**

## SCHEDULE 10

### EMPLOYMENT AND TRAINING

#### DEFINITIONS

<b>"Affordable Workspace"</b>	means commercial units in respect of which rent is charged at not more than 75% of Historic Market Rent and in respect of which there shall be no upward rent review for the first 5 years;
<b>"Block D Studios"</b>	means the 539 square metres (GIA) of floorspace within Use Class B1 to be within Block D;
<b>"GIA"</b>	means gross internal area as defined in the RICS Code of Measuring Practice: A Guide for Property Professionals Sixth Edition;
<b>"GLA"</b>	means the Greater London Authority and its successors in function;
<b>"Historic Market Rent"</b>	means the Market Rent of the relevant unit based on comparable rents in Fish Island for the previous year;
<b>"Legacy Communities Scheme Careers Programme Group"</b>	means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) Transport for London;
<b>"Local Labour and Business Schemes"</b>	means the following schemes:-  (a) in the LPA's Area - the Legacy Communities Scheme Careers Programme Group; and  (b) in the Council's Area – the scheme known as "Skillsmatch";
<b>"London Living Wage"</b>	means the minimum amount (£) of pay per hour that all workers in London should receive, as published from time to time by the GLA;
<b>"Market Rent"</b>	means the rent calculated in accordance with the definition of "Market Rent" at Practice Statement 3.4 of the Royal Institute of Chartered Surveyors Valuation - Professional Standards (the Red Book) January 2014 as may be updated from time to time;
<b>"Shell and Core"</b>	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry;
<b>"Workspace"</b>	means the floorspace within Use Class B1 authorised by the Planning Permission;
<b>"Workspace Strategy"</b>	means a written strategy identifying how the Workspace has been and will be designed to meet the needs of

small local companies and businesses.

**1. DELIVERY OF WORKSPACE**

1.1 Not more than 50% of Private Residential Units in any Block in which Workspace is located shall be Occupied until the minimum provision of Workspace identified in the table below has been completed to Shell and Core:

<b>Block</b>	<b>Commercial Floorspace (sqm) (GIA)</b>
C	147
D	539
G	372
H	262
M	168
O	109
P	132

1.2 Not more than 50% of Private Residential Units within Zone 1 and Zone 2 shall be Occupied until the floorspace within Use Class B1 located within the Block notified to the LPA pursuant to paragraph 2.2.1 has been completed to Shell and Core.

1.3 Not more than 50% of Private Residential Units within Zone 1 shall be Occupied until the Block D Studios have been completed to Shell and Core.

**2. AFFORDABLE WORKSPACE**

2.1 A minimum total floorspace of 167.6 square metres (GIA) within the Block D Studios shall be provided as Affordable Workspace for a period 10 years from the date of the first letting.

2.2 In addition to the units provided as Affordable Workspace pursuant to paragraph 2.1 of this Schedule:

2.2.1 not less than 147 square metres (GIA) of floorspace within Use Class B1 located within Block G, Block H or such other Block within Zone 1 or Zone 2 (to be specified by the Developer acting reasonably and notified to the LPA in writing before First Occupation) shall be provided as Affordable Workspace for a period 10 years from the date of the first letting; and

2.2.2 A minimum total floorspace of 183 square metres (GIA) within the Block D Studios shall be provided at Historic Market Rent for a period of 10 years from the date of the first letting.

2.3 The Developer shall from the earlier of:

2.3.1 the date of first Occupation of the Block D Studios; and

2.3.2 the date of first Occupation of the Block notified to the LPA pursuant to paragraph 2.2.1

submit annual written reports to the LPA evidencing its compliance with its obligations in paragraphs 2.1 and 2.2 including details of the financial terms of any lease arrangements entered into and how the relevant rental levels were determined, such reports to be submitted annually until the expiry of the relevant 10 year periods referred to therein.

### **3. WORKSPACE STRATEGY**

3.1 No Development shall be Commenced, save for demolition works, until the Developer has submitted and obtained the LPA's Approval to the Workspace Strategy.

3.2 The Developer shall not less than once a year from the date of Commencement until the date on which all Workspace is Completed:

3.2.1 review the effectiveness of the Workspace Strategy; and

3.2.2 submit to the LPA for Approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

3.3 The Developer shall implement the Approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 of this Schedule) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

### **4. LOCAL LABOUR AND LOCAL BUSINESS**

4.1 The Developer shall use Reasonable Endeavours to, and shall procure that its contractors (in respect of construction vacancies and jobs) and its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs), use reasonable endeavours to:

4.1.1 advertise all job vacancies arising from the Development in Local Labour and Business Schemes and job centres in the Council's Area;

4.1.2 notify Local Labour and Business Schemes of all job vacancies arising from the Development;

4.1.3 ensure the recruitment of persons living in the Council's Area accounts for 20% of the construction jobs arising from the Development;

4.1.4 ensure the recruitment of persons living in the Council's Area accounts for a total of between 25% and 85% of the end-use jobs at the Development;

4.1.5 pay all employees employed at the Development in construction jobs the London Living Wage;

4.1.6 inform and promote the adoption of the London Living Wage for end use jobs at the Development; and

4.1.7 provide work-based learning opportunities, including not less than 4 apprenticeship opportunities, at the Development

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



- 4.2 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:
- 4.2.1 use Reasonable Endeavours to ensure that businesses based in the Council's Area benefit directly from the commercial opportunities arising from the Development;
  - 4.2.2 use Reasonable Endeavours to ensure that the use of local suppliers and contractors accounts for 20% of the value of contracts let for the construction phase; and
  - 4.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

**ANNEX 7**  
**NEW SCHEDULE 11**

## SCHEDULE 11

### SUSTAINABILITY

#### DEFINITIONS

- "District Energy Network"** means the Olympic Park district energy network;
- "On Site CHP Plant"** means gas boilers and a combined heat and power plant to be located On Site within a central plant room.

#### 1. DISTRICT HEATING NETWORK

##### 1.1 The Developer shall:

- 1.1.1 use Reasonable Endeavours to extend or procure the extension of the District Energy Network to the Site and thereafter connect all Buildings to the District Energy Network; and
- 1.1.2 provide a written report to the LPA prior to the Commencement of Development, save for demolition works, outlining the steps the Developer has taken to satisfy the obligation in paragraph 1.1.1 above and the progress made towards securing the extension and connection.

##### 1.2 If the report submitted pursuant to paragraph 1.1.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to connect all Buildings to the District Energy Network the Developer shall submit to the LPA for Approval details of an On Site CHP Plant.

##### 1.3 No Development shall be Commenced, save for demolition works, until either:

- 1.3.1 the report submitted pursuant to paragraph 1.1.2 confirms to the LPA's satisfaction that it will be possible to connect all Buildings to the District Energy Network; or
- 1.3.2 the LPA has approved the details of an On Site CHP Plant pursuant to paragraph 1.2.

##### 1.4 No Building shall be Occupied unless and until it is connected to either the District Heating Network or the Approved On Site CHP Plant.

#### 2. REDUCTION OF ENERGY DEMAND

##### 2.1 The Developer shall use Reasonable Endeavours to encourage Occupiers of the Development to reduce their energy usage which shall include (without limitation):

- 2.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 2.1.2 the promotion of the use of energy efficient appliances; and
- 2.1.3 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).

**ANNEX 8**  
**APPENDIX 5**

## Neptune Wharf - Viability Re-Assessment

### Levels of Affordable housing and payments in respect of Affordable Housing

#### FIRST & SECOND REVIEWS

Additional Affordable housing hab rooms to be delivered in subsequent phases in a policy compliant mix	0
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**Notes**

*Nb any additional payment for more valuable units provided in the earlier phases will be calculated in the final review when the overall mix delivered is known.*

#### FINAL REVIEW

Additional Payment towards affordable housing	£4,786,799
Any additional payment due to non policy compliant mix on voluntary affordable units provided	£0

**Notes**

*A combination of Off site units and additional payment could be made on a pro rata basis*

Overall AH provision				
Final provision	Unit	Hab rooms		
Rented	62	229		
Intermediate	69	190		
<b>Total</b>	<b>131</b>	<b>419</b>	<b>26% by unit</b>	<b>30% by hab room</b>

# Neptune Wharf - Viability Re-Assessment

## Input Sheet

This Sheet to be completed by the developer at each affordable housing review

Date of Review

01/06/2016

Index Date Adopted

Q2 2016

BCIS Index for the quarter immediately prior to the review

277

Block	Private					Rented					Intermediate					Totals				
	Units	HR	Area	Sale Price	£/psf	Units	HR	Area	Sale Price	£/psf	Units	HR	Area	Sale Price	£/psf	Units	HR	Area	Sale Price	£/psf
A	16	48	11,916	£9,532,800	£800.00				£0					£0		16	48	11,916	£9,532,800	£800.00
B	42	96	27,425	£21,940,000	£800.00				£0	£192.00				£0		42	96	27,425	£21,940,000	£800.00
C Maisonettes				£0	£800.00	10	45	11,813	£2,008,210	£170.00				£0	£367.00	10	45	11,813	£2,008,210	£170.00
C Flats				£0	£800.00	20	65	17,386	£3,338,112	£192.00				£0	£367.00	20	65	17,386	£3,338,112	£192.00
D	39	104	28,017	£22,413,600	£800.00				£0					£0		39	104	28,017	£22,413,600	£800.00
E	23	63	16,437	£13,149,600	£800.00				£0					£0		23	63	16,437	£13,149,600	£800.00
F	42	108	29,611	£23,688,800	£800.00				£0					£0		42	108	29,611	£23,688,800	£800.00
G				£0	£800.00				£0	£192.00	36	102	27,190	£9,978,730	£367.00	36	102	27,190	£9,978,730	£367.00
H				£0	£800.00	20	65	17384	£3,337,728	£192.00				£0		20	65	17384	£3,337,728	£192.00
I Maisonettes				£0	£800.00	12	54	14306	£2,432,020	£170.00				£0	£367.00	12	54	14306	£2,432,020	£170.00
J				£0	£800.00				£0		33	88	22,798	£8,366,866	£367.00	33	88	22,798	£8,366,866	£367.00
K	36	98	27,760	£22,208,000	£800.00				£0					£0		36	98	27,760	£22,208,000	£800.00
L	23	63	16,436	£13,148,800	£800.00				£0					£0		23	63	16,436	£13,148,800	£800.00
M	42	102	26,938	£21,550,402	£800.00				£0	£192.00				£0	£367.00	42	102	26,938	£21,550,402	£800.00
N	30	85	21,625	£17,300,000	£800.00				£0					£0		30	85	21,625	£17,300,000	£800.00
O	27	67	17,707	£14,165,600	£800.00				£0					£0		27	67	17,707	£14,165,600	£800.00
P	23	56	14,584	£11,667,200	£800.00				£0					£0		23	56	14,584	£11,667,200	£800.00
Q	35	77	20,924	£16,739,200	£800.00				£0					£0		35	77	20,924	£16,739,200	£800.00
<b>TOTAL</b>	<b>378</b>	<b>967</b>	<b>259,380</b>	<b>£207,504,002</b>	<b>£800.00</b>	<b>62</b>	<b>229</b>	<b>60,889</b>	<b>£11,116,070</b>	<b>£182.56</b>	<b>69</b>	<b>190</b>	<b>49,988</b>	<b>£18,345,596</b>	<b>£367.00</b>	<b>509</b>	<b>1386</b>	<b>370,257</b>	<b>£236,965,668</b>	<b>£640.00</b>

# Neptune Wharf - Viability Re-Assessment

## CALCULATION SHEET

This Sheet will self calculate at each affordable housing review

### Calculation based on s106 Methodology

Original Position	Private Housing	Affordable	Total
Units	498	11	509
Area	356,521	13,735	370,256
Hab Rooms	1,331	55	1,386
Value Epsf	£425	£170	
<b>Total Value</b>	<b>£151,521,425</b>	<b>£2,334,950</b>	<b>£153,856,375</b>
<b>Avg Value Epsf</b>			<b>£416</b>

At Review	Private Housing	Affordable	Total
Units	378	131	509
Area	259,380	110,877	370,257
Hab Rooms	967	419	1,386
Value Epsf	£800	£266	
<b>Total Value</b>	<b>£207,504,002</b>	<b>£29,461,666</b>	<b>£236,965,668</b>
<b>Avg Value Epsf</b>			<b>£640</b>

### Check based on hypothetical nil voluntary unit approach

At Review	Private Housing	Affordable	Total
Units	498	11	509
Area	356,521	13,735	370,256
Hab Rooms	1,331	55	1,386
Value Epsf	£800	£170	
<b>Total Value</b>	<b>£285,216,800</b>	<b>£2,334,950</b>	<b>£287,551,750</b>
<b>Avg Value Epsf</b>			<b>£777</b>

### Trigger Calculation

	Base - Q1 2014		Indexed @ review
Trigger	£474		£532
Uplift	1.70	=	3 hab rooms £1.91
Index			
Base @ review	Q1 2014		247
	Q2 2016		277

### Hab Rooms deliverable based on private value generated at review

	Private @ Review	Trigger @ Review	Difference	Uplift at Review	No of HR deliverable	% affordable	Floorspace deliverable
Existing Affordable					55	3.97%	13,735
Potential Additional Affordable	£800	£532	£268	£1.91	422	30.48%	112,839
<b>Total Affordable</b>					<b>477</b>	<b>34.44%</b>	<b>34,19%</b>

### Reappraisal - value of justified tenure mix

Tenure	GDV			
Private GDV	£194,946,369			
AH GDV	£32,445,701	£207,504,002	259,380	800
<b>Total GDV</b>	<b>£227,392,069</b>	<b>£29,461,666</b>	<b>110,877</b>	<b>265,714,852</b>

### Potential Additional Contribution to Affordable Housing

<b>£9,573,598</b>	<b>58</b>	more hab rooms could be delivered
	<b>21</b>	more units could be delivered

### Notes

If the above figure is negative, then it indicates that a lower GDV is being achieved through the proposed mix compared to that which would have been achieved had no voluntary units been delivered and an increased AH contribution been subsequently made - as a result no additional contribution is justified  
 If the above figure is positive, then it indicates that a higher GDV is being achieved through the proposed mix compared to that which would have been achieved had no voluntary units been delivered and an increased AH contribution been subsequently made - as a result an additional contribution is justified  
 At the 1st and 2nd Reviews this additional contribution is in the form of additional affordable units in subsequent phases subject to a maximum of 25% in the scheme overall.

### Calculation of tenure mix at 25% Affordable

### Notes

This is used to give an indication of the tenure mix at 25% affordable.

	Private @ Review	Trigger @ Review	Difference	Uplift at Review	No of HR deliverable	% affordable	Floorspace deliverable
Existing Affordable					55	3.97%	13,735
Potential Additional Affordable	£800	£532	£268	£1.91	292	21.03%	77,872
<b>Total Affordable</b>					<b>347</b>	<b>25.00%</b>	<b>24.74%</b>

### Additional affordable housing contribution - analysis to be used as basis for negotiation on how additional AH contribution is delivered

Additional Affordable housing hab rooms to be delivered in subsequent phases in a policy compliant mix	0
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### Notes

Nb any additional payment for more valuable units provided in the earlier phases will be calculated in the final review when the overall mix delivered is known.

Overall AH provision			
	Unit	Hab rooms	
Original provision			
Rented	62	229	
Intermediate	69	190	
<b>Total</b>	<b>131</b>	<b>419</b>	<b>26% by unit 30% by hab room</b>
Additional provision			
Rented	0	0	
Intermediate	0	0	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0% by unit 0% by hab room</b>
Total provision			
Rented	62	229	
Intermediate	69	190	
<b>Total</b>	<b>131</b>	<b>419</b>	<b>26% by unit 30% by hab room</b>

Affordable tenure mix - baseline valuation			
Tenure	Mix - Floorspace	Value	Blended Value
Aff Rent	60%	£182.56	£109.54
Intermediate	40%	£367.00	£146.80
			<b>£256.34</b>

Affordable - delivered							
Tenure	Units	Floorspace	Mix-Floorspace	HR	Mix - HR	Value	Blended Value
Aff Rent	62	60889	55%	229	55%	£182.56	£100.26
Intermediate	69	49988	45%	190	45%	£367.00	£165.46
	<b>131</b>	<b>110877</b>		<b>419</b>			<b>£265.71</b>

Affordable tenure mix - delivered	
	25.74% AH delivered by unit
	29.95% AH delivered by NIA
	30.23% AH delivered by hr

# Neptune Wharf - Viability Re-Assessment

## CALCULATION SHEET

This Sheet will self calculate at each affordable housing review

### Calculation based on s106 Methodology

Original Position	Private Housing	Affordable	Total
Units	498	11	509
Area	356,521	13,735	370,256
Hab Rooms	1,331	55	1,386
Value Epsf	£425	£170	
<b>Total Value</b>	<b>£151,521,425</b>	<b>£2,334,950</b>	<b>£153,856,375</b>
<b>Avg Value Epsf</b>			<b>£416</b>

At Review	Private Housing	Affordable	Total
Units	378	131	509
Area	259,380	110,877	370,257
Hab Rooms	967	419	1,386
Value Epsf	£800	£266	
<b>Total Value</b>	<b>£207,504,002</b>	<b>£29,461,666</b>	<b>£236,965,668</b>
<b>Avg Value Epsf</b>			<b>£640</b>

### Check based on hypothetical nil voluntary unit approach

At Review	Private Housing	Affordable	Total
Units	498	11	509
Area	356,521	13,735	370,256
Hab Rooms	1,331	55	1,386
Value Epsf	£800	£170	
<b>Total Value</b>	<b>£285,216,800</b>	<b>£2,334,950</b>	<b>£287,551,750</b>
<b>Avg Value Epsf</b>			<b>£777</b>

### Trigger Calculation

Trigger	Base - Q1 2014	Indexed @ review
Uplift	£474	£532
	1.70	= 3 hab rooms
		£1.91
Index		
Base	Q1 2014	247
@ review	Q2 2016	277

### Hab Rooms deliverable based on private value generated at review

	Private @ Review	Trigger @ Review	Difference	Uplift at Review	No of HR deliverable	% affordable	Floorspace deliverable
Existing Affordable					55	3.97%	13,735
Potential Additional Affordable	£800	£532	£268	£1.91	422	30.46%	112,839
<b>Total Affordable</b>					<b>477</b>	<b>34.44%</b>	<b>126,574</b>

### Reappraisal - value of justified tenure mix

Tenure	GDV			
Private GDV	£194,946,369	£207,504,002	259,380	800
AH GDV	£32,445,701	£29,461,666	110,877	265,714,852
<b>Total GDV</b>	<b>£227,392,069</b>			

### Potential Additional Contribution to Affordable Housing

£9,573,598	58	more hab rooms could be delivered	£163,944.35
	21	more units could be delivered	£446,418.22

### Notes

If the above figure is negative, then it indicates that a lower GDV is being achieved through the proposed mix compared to that which would have been achieved had no voluntary units been delivered and an increased AH contribution been subsequently made - as a result no additional contribution is justified  
 If the above figure is positive, then it indicates that a higher GDV is being achieved through the proposed mix compared to that which would have been achieved had no voluntary units been delivered and an increased AH contribution been subsequently made - as a result an additional contribution is justified  
 At the Final Review this additional contribution is in the form of a cash payment or through the provision of off site affordable units.

### Value of tenure mix at 25% and 50% Affordable and Calculation of Overage Cap at 50% affordable

### Notes

This is used to give an indication of the tenure mix at 25% and 50% affordable and to calculate the maximum sum payable under the final review.

	Private @ Review	Trigger @ Review	k	Uplift at Review	No of HR deliverable	% affordable	Floorspace deliverable	No of HR deliverable	% affordable	Floorspace deliverable
Existing Affordable					55	3.97%	13,735	55	3.97%	13,735
Potential Additional Affordable	£800	£532	£268	£1.91	292	21.03%	77,872	638	46.03%	170,435,76
<b>Total Affordable</b>					<b>347</b>	<b>25.00%</b>	<b>24,744%</b>	<b>693</b>	<b>50.00%</b>	<b>49,74%</b>

### Reappraisal - value of tenure mix at 25% affordable

Tenure	GDV
Private GDV	£222,920,392
AH GDV	£23,462,204
<b>Total GDV</b>	<b>£246,402,596</b>

### Reappraisal - value of tenure mix at 50% affordable

Tenure	GDV
Private GDV	£148,868,991
AH GDV	£47,209,913
<b>Total GDV</b>	<b>£196,078,904</b>

### Cap on overage payment

£20,443,382

### Additional affordable housing contribution - analysis to be used as basis for negotiation on how additional AH contribution is delivered

Additional Payment towards affordable housing	£4,786,799
Any additional payment due to non policy compliant mix on voluntary affordable units provided	£0
<b>Total additional payment to be made</b>	<b>£4,786,799</b>

### Notes

A combination of Off site units and additional payment could be made on a pro rata basis

### Overall AH provision

Final provision	Unit	Hab rooms		
Rented	62	229		
Intermediate	69	190		
<b>Total</b>	<b>131</b>	<b>419</b>	<b>26% by unit</b>	<b>30% by hab room</b>

Affordable tenure mix - baseline valuation	Tenure	Mix - Floorspace	HR	Floorspace	Value	Blended Value
Aff Rent	60%	208	54964		£182.56	£109.54
Intermediate	40%	139	36643		£367.00	£146.80
		347	91607			<b>£256.34</b>

Affordable - delivered	Tenure	Units	Floorspace	Mix-Floorspace	HR	Mix - HR	Value	Blended Value
Aff Rent	62	60889	55%	229	55%	£182.56	£109.26	
Intermediate	69	49988	45%	190	45%	£367.00	£165.46	
	131	110877		419			<b>£265.71</b>	

Affordable tenure mix - delivered	
	25.74% AH delivered by unit
	29.95% AH delivered by NIA
	30.23% AH delivered by hr

Additional Value from Affordable Delivered up to 25%	HR	Floorspace Value achieved	Base Valu Upside	Additional Value
	0	£265.71	£256.34	£9.38
				<b>£0</b>