

DATED 4 SEPTEMBER 2018

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) PLOT (BROMLEY-BY-BOW) LLP

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990 and all other powers enabling
relating to Clock House and Access House,
Bromley-By-Bow, London, E3 3EA

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 4 DAY OF SEP 2018

Pinsent Masons LLP PinsentMasonslp



Pinsent Masons

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THIS AGREEMENT is made on

4 SEPTEMBER

2018

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 10, 1 Stratford Place, Montfichet Road, London E20 1EJ (the "**LPA**"); and
- (2) **PLOT (BROMLEY-BY-BOW) LLP** (LLP Registration Number OC393568) care of Danescroft Land Limited, Time & Life Building, 1 Bruton Street, London W1J 6TL (the "**Owner**")

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to The London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in that part of the Site registered at the Land Registry with Title Numbers EGL279355 and EGL225637 and has acquired a freehold interest (pending registration) in the remainder of the Site comprised of land the subject of a transfer of part out of the land registered with title numbers EGL188457, EGL157494 and EGL331483 dated 2 July 2018 made between Guinness Developments Limited (as transferor) and the Owner (as transferee).
- (C) The Planning Application was validated by the LPA on 7 August 2017.
- (D) On 23 January 2018 the LPA resolved that it was minded to grant the Planning Permission subject to (inter alia) the completion of this Agreement.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. INTERPRETATION

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

"1990 Act"	means Town and Country Planning Act 1990
"Affordable Housing"	has the meaning ascribed to it in Schedule 2
"Additional Affordable Housing Units"	means any Residential Units to be provided as Additional Affordable Housing pursuant to Schedule 3
"Affordable Housing Units"	means the Baseline Affordable Housing Units together with the Additional Affordable Housing Units
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced

"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented
"Baseline Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to Schedule 2
"Basement"	means the basement comprised in the Development
"Bromley-by-Bow SPD"	means the Bromley-by-Bow Supplementary Planning Document adopted by the LPA in April 2017
"Building"	means a building comprised in the Development being one of the five buildings identified as "A", "B", "C", "D" and "E" on the plan marked "Plan 2" attached at Appendix 1 of this Agreement
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than Preparatory Works and " Commence " and " Commenced " shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	completed in all material respects such that a certificate of practical completion in relation to building works is issued under industry standard construction contracts for the Development and " Complete " and " Completion " shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and " Compliance " shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means any of the following: approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission, or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Tower Hamlets and its successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development of the Site and all other operations and/or works authorised by the Planning Permission
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any part thereof
"GLA"	means the Greater London Authority or its successor in function

"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
"Highway Authority"	means the Council and/or TfL (as appropriate for the relevant highway) or their successors in function
"Index"	means: <p>(a) the UK House Price Index published by the Office of National Statistics in the case of the Affordable Housing Cap set out in paragraph 7.3 of Schedule 3 (or if the same shall cease to be published such alternative house price related index agreed by the LPA and the Developer);</p> <p>(b) the Retail Prices Index published by the Office for National Statistics in the case of the maximum rental of £12 per square foot set out in the definition of "Affordable Workspace" in Schedule 6 (or if the same shall cease to be published such alternative index agreed by the LPA and the Developer); and</p> <p>(c) in all other cases the All-In Tender Price Index published by the Building Cost Information Service (or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer)</p>
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 14.2 and/or 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Masterplan Area"	means the southern part of the area covered by the Bromley-by-Bow SPD comprising phases 1, 2 and 3 identified on Map 17 of the Bromley-by-Bow SPD, and " Phase 1 " shall mean the area identified as phase 1 on that map
"Non Residential Unit"	means a unit provided as part of the Development falling within Use Class A1-A4, B1 or D1
"Occupy" and "Occupation"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out or marketing
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement and the word " Party " shall mean either one of them
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 17/00364/FUL by the LPA for the demolition of the existing buildings on site and the construction of a residential-led mixed use scheme comprising a series of buildings ranging from one to 27 storeys in height to

provide 3,570 sq m of flexible community, commercial and retail floorspace (Use Classes A1, A2, A3, A4, B1 and/or D1) at ground and mezzanine floor level, 491 residential units (Use Class C3) on the upper floors, parking/refuse/servicing at basement and ground floor, energy centre, communal amenity areas, and all associated landscaped public open space

"Planning Permission"

means the planning permission which may be granted subject to conditions for the proposals within the Planning Application and the form of which is attached at Appendix 2

"Preparatory Works"

means the following enabling works:

- (a) archaeological investigations;
- (b) (so far as is necessary) decontamination and any remedial work in respect of decontamination or other adverse ground conditions;
- (c) site clearance;
- (d) demolition of existing buildings On Site;
- (e) the erection of hoardings or other means of enclosure for site security operations;
- (f) (so far as is necessary) the erection of temporary buildings structures and/or temporary facilities associated with the Development;
- (g) (so far as is necessary) the creation of temporary access to the Site; and
- (h) (so far as is necessary) the diversion of services

"Private Residential Units"

means Residential Units which are not Affordable Housing Units

"Reasonable Endeavours"

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

"Requisite Consents"

means such grant of planning permission under the 1990 Act, Traffic Regulation Orders, Traffic Management Orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose

"Residential Unit"

means a residential unit provided as part of the Development

"Site"

means the land shown edged red on the plan marked "Plan 1" attached at Appendix 1 of this Agreement

“Substantial Implementation”	means Commencement of Development has occurred in addition to the following: (a) the Preparatory Works have been completed; (b) works to excavate the Basement have been completed; and (c) the slab for the Basement has been cast and “Substantially Implement” and “Substantially Implemented” shall be construed accordingly
"TfL"	means Transport for London or its successor in function
"Utility Undertaker"	means any provider of gas, electricity, energy water, sewage, heating, cooling or telecommunications services occupying premises within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site
“Viability Specialist”	means an independent qualified chartered surveyor with not less than 10 years relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or nominated in accordance with Clause 9.7.2 of this Agreement
"Working Day"	means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

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

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

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

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

- 1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and neither Party shall not unreasonably withhold or delay the giving or making of the same;
 - 1.2.5 references to the Site include any part of it;
 - 1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
 - 1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Developer in this Agreement include:-
 - (a) the Owner;
 - (b) persons deriving title from the Owner; and
 - (c) the Owner's successors, assigns, transferees;
 - 1.2.8 **"including" means "including without limitation";**
 - 1.2.9 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
 - 1.2.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
 - 1.2.11 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
 - 1.2.12 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9 the findings of the Expert shall (save in relation to manifest error) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
 - 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take

any proceedings (or appeal) in any court public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

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

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.
- 2.3 Subject to Clauses 2.4, 2.6 and 2.7 the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Developer's freehold interest in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Developer but also against any successors in title to or assigns of the Developer and/or any person claiming through or under the Developer an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 The obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
 - 2.4.2 individual occupiers of the Affordable Housing Units;
 - 2.4.3 individual owners and occupiers of the Private Residential Units and their individual mortgagees and chargees;
 - 2.4.4 individual occupiers or lessees of individual Non Residential Units who are in physical Occupation of such units.
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver or security agent appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver or security agent unless and

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

- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council or its respective statutory successor in function.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11 other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.
- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any condition contained in the Planning Permission or if any such condition is varied or released following an appeal under section 78 of the 1990 Act the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

3.1 This Agreement is conditional upon:-

- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 the Commencement of Development

save for the following provisions which shall come into effect immediately upon completion of this Agreement:

- (a) Clauses 1, 2, 3, 4.1.1 (but only in respect of those provisions set out in subparagraphs (b) to (e) below), 4.1.2, 4.1.3, 6, 9, 11, 12, 13, 16 and 17;
- (b) Paragraphs 2.2 and 8 of Schedule 4;
- (c) Paragraph 2.1.1 of Schedule 6;
- (d) Paragraph 3.1 of Schedule 7; and
- (e) Schedule 8

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

4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

- 4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement including the Schedules hereto;
- 4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

- 4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 days of the notice and the notice shall confirm and provide evidence that this is the case; and
- 4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 days of the notice and the notice shall confirm and provide evidence that this is the case.
- 4.1.5 notify the LPA of the date which the Developer reasonably considers in all the circumstances is one year prior to First Occupation and the date of such notice must be at least one year prior to the Developer's estimated date of First Occupation.
- 4.1.6 notify the LPA prior to the date on which the following events occur and such notice shall only be given where there is a genuine prospect of such event having occurred within 21 days of the notice and the notice shall confirm and provide evidence that this is the case:
 - (a) commencement of Landscaping Works;
 - (b) First Occupation of any part of the Development;
 - (c) Occupation of any Private Residential Unit in Buildings A and B;
 - (d) Occupation of 40% of the Private Residential Units;
 - (e) Occupation of 50% of the Private Residential Units;
 - (f) Occupation of 70% of the Private Residential Units;
 - (g) Occupation of 75% of the Private Residential Units; and
 - (h) Occupation of 80% of the Private Residential Units.

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clauses 5.5 and 5.7, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 Subject to paragraph 5.5, the LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 Subject to paragraph 5.5, the LPA covenants with the Developer that it will repay to the Developer (or the person who made the payment if not the Developer) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the LPA of such payment together with interest PROVIDED THAT no such obligation to repay shall apply to the LPA's monitoring fee payable pursuant to clause 13.1.2.
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent

authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clauses 5.2 to 5.4 shall cease to apply in respect of those monies.

5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5 the LPA shall seek assurances from that Other Statutory Authority that the monies shall be:

5.6.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and

5.6.2 repaid to the Developer (or the person who made the payment if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt by the Other Statutory Authority.

5.7 Without prejudice to paragraphs 5.5 and 5.6, the LPA shall upon receipt of any instalment of the A12 Junction Contribution and the Underpass Improvement Contribution pay such sums to TfL and shall seek assurances from TfL that:

5.7.1 the A12 Junction Contribution shall be applied solely by TfL towards the A12 Junction Works;

5.7.2 the Underpass Improvement Contribution shall be applied solely by TfL towards the Underpass Improvement Works; and

5.7.3 if such sums are not committed to the A12 Junction Works or Underpass Improvement Works (as applicable) within 10 years of receipt of the relevant sum (or within 10 years of receipt of the first instalment in the case of the A12 Junction Contribution) any uncommitted sums shall be returned to the LPA

and thereafter the LPA's requirement to comply with Clauses 5.2 to 5.4 shall cease to apply in respect of those monies and the LPA shall apply any such monies towards the provisions of Affordable Housing in its administrative area.

6. **NOTICES**

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

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

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

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

LPA:

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

London E20 1EJ

For the attention of: Anthony Hollingsworth

Owner:

Address: Plot (Bromley-by-Bow) LLP
c/o Danescroft Land Limited
Time & Life Building
1 Bruton Street,
London W1J 6TL

For the attention of: Dominic Fryer, Director, Danescroft Land Limited

With a copy to: Emma Cullen, Legal Counsel, Danescroft Land Limited

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

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

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

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

8. **VERIFICATION AND ENFORCEMENT**

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

9. **DISPUTE RESOLUTION**

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

- 9.2 The Notice must specify:-

9.2.1 the nature, basis and brief description of the Dispute;

9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

9.2.3 the proposed Expert.

- 9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

- 9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "**Decision**") will (in the absence of manifest error) be final and binding on the Parties hereto and at whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the Dispute and in any event not more than 20 (twenty) Working Days from the date of his appointment to act.
- 9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material.
- 9.7 Where the Parties are unable to agree whom should be appointed as the Expert, either Party may request that the following nominate the Expert at their joint expense:-
- 9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;
 - 9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;
 - 9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;
 - 9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and
 - 9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. **NO WAIVER**

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

11. **DUTY TO ACT REASONABLY AND IN GOOD FAITH**

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

12. **EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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

13. THE LPA'S COSTS

13.1 The Developer agrees that it will on completion of the Agreement pay:-

- 13.1.1 the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation and completion of this Agreement) of £4,970.40 ; TL
- 13.1.2 the sum of £7,500 being the LPA's fee for monitoring the Developer's compliance with the obligations contained in this Agreement.

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

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

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 23 January 2018 until the date such sums are paid (unless otherwise stated in this Agreement) PROVIDED THAT no indexation shall apply to the LPA's monitoring fee payable pursuant to clause 13.1.2.

14.3 Save as otherwise expressly provided in this Agreement, where any sum or value is referred to in this Agreement (but is not the subject of a payment) such sum or value shall be increased by the increase of the Index from the date of this Agreement until the date the sum or value falls to be considered or applied.

15. INTEREST

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

16. JURISDICTION AND LEGAL EFFECT

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

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. EXECUTION

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

SCHEDULE 1

BUILD TO RENT HOUSING

1. DEFINITIONS

- "Build to Rent Disposal"** means the sale of a freehold or the grant or assignment of a lease or the grant of an assured shorthold tenancy agreement during the Covenant Period in respect of one or more Build to Rent Units that is not in accordance with the approved Build to Rent Management Scheme
- "Build to Rent Housing"** means units of housing that are made available for private rent in accordance with the Build to Rent Management Scheme as approved by the LPA and in accordance with the provisions of this Schedule
- "Build to Rent Management Scheme"** means a scheme setting out management, maintenance and letting principles for the Build to Rent Units which shall incorporate the following requirements as a minimum:
- (a) each Build to Rent Unit shall be self-contained and let separately for private residential use;
 - (b) each lease of each Build to Rent Unit shall be offered at a minimum term of three years PROVIDED THAT prospective tenants shall not be compelled to take up a three year tenancy and may request shorter terms;
 - (c) each lease of each Build to Rent Unit shall contain a break clause allowing the tenant to end the lease with a month's notice any time after the first six months of the lease;
 - (d) all rent increases within the term of a lease shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy;
 - (e) no up-front premiums, capital sums or fees of any kind shall be charged to tenants or prospective tenants, other than rents in advance;
 - (f) the Build to Rent Units in any individual Building at the Development (or in two or more Buildings where a single Building contains less than 50 Built to Rent Units) shall be in unified ownership and managed as a whole by a single professional property manager which is a member of a recognised ombudsman scheme and has a complaints procedure in place for residents and a prompt issue resolution system;
 - (g) the quality of housing management shall be consistent and high quality, and shall include on-site management with some daily on-site presence as a minimum;
 - (h) the maintenance and repair of the Build to Rent Units and associated communal areas shall be consistent and high quality

"Build to Rent Units"	means the Private Residential Units to be provided as Build to Rent Housing pursuant to the terms of this Schedule
"Clawback Amount"	<p>means an amount of money payable in respect of any Build to Rent Units identified in a Release Application which shall be calculated as follows:</p> <p style="text-align: center;">$\text{Clawback Amount} = \text{Value as Market Sale} \textit{ less Value as Build to Rent Housing}$</p> <p>Where:</p> <p>"Value as Market Sale" means the value of the Build to Rent Units subject to the Release Application valued on an open market sale basis at the date of the Release Application (and the sale price of any Built to Rent Units notified to the LPA pursuant to paragraph 4.2.2 of this Schedule shall inform the valuation of remaining Build to Rent Units to the extent they are genuine arms-length transactions)</p> <p>"Value as Build to Rent Housing" means the gross internal area in square feet of the Build to Rent Units subject to the Release Application multiplied by £720 per square foot, and index-linked according to the change in the average rental values for the Council's area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor-in-function) (and available for reference on the London Datastore website at https://data.london.gov.uk/dataset/average-private-rents-borough) from (and including) 23 January 2018 to (and including) the date of the relevant Build to Rent Disposal</p> <p>and the Clawback Amount will be either the sum set out in the statement enclosed with the Release Application and accepted by the LPA in writing, or if not accepted by the LPA the sum determined by the Viability Specialist in accordance with the provisions of paragraph 4 of this Schedule</p>
"Covenant Period"	<p>means in relation to each Building the period of 15 years commencing on the later of:</p> <ul style="list-style-type: none"> (a) the date of First Occupation of any Build to Rent Unit in that Building; and (b) the date on which all the Build to Rent Units in that Building are available for Occupation
"Excepted Disposal"	<p>means a disposal of all the Build to Rent Units comprised in:</p> <ul style="list-style-type: none"> (a) a Building; or (b) where a Building contains less than 50 Build to Rent Units, two or more Buildings which together contain more than 50 Build to Rent Units <p>to a single purchaser where the Build to Rent Units disposed of will remain subject to the restrictions, covenants and obligations set out in this Schedule</p>

"Release Application" means an application in the form set out at Appendix 3

"Release Notice" means an application in the form set out at Appendix 4

2. LAND BOUND

2.1 This Schedule shall bind the Private Residential Units only.

3. BUILD TO RENT COVENANT

3.1 Subject to paragraph 5.2, during the Covenant Period the Private Residential Units shall not be used other than as Build to Rent Housing.

3.2 The Developer shall notify the LPA in writing of the date on which each Private Residential Unit is First Occupied together with confirmation that such unit has been privately let in accordance with the Build to Rent Management Scheme.

3.3 No Residential Units in any Building shall be Occupied until a restriction in the form below has been entered onto the register for the freehold and any long leasehold titles for that Building:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without: (a) a certificate signed by The London Legacy Development Corporation of Level 10, 1 Stratford Place, Montfichet Road, London, E20 1EJ or its solicitor; or (b) a certificate signed by a conveyancer for Plot (Bromley-by-Bow) LLP or its successors in title confirming either (i) that the provisions of paragraphs 4 and 5 of Schedule 1 of an agreement dated [xxxx] 2018 and made between (1) The London Legacy Development Corporation and (2) Plot (Bromley-by-Bow) LLP have been complied with or (ii) or that they do not apply to the disposition".

3.4 If a registrable estate is created by an Excepted Disposal, then the Developer shall procure that a restriction, in the form of the restriction at paragraph 3.3 above, is entered on the registered title to that registrable estate at the Land Registry.

3.5 Where a Building or any part thereof is subject to an Excepted Disposal, no Residential Units comprised within that Building or part thereof which is subject to the Excepted Disposal shall be Occupied until paragraph 3.4 has been complied with.

4. RELEASE APPLICATION

4.1 At any time during the Covenant Period the Developer may submit to the LPA a Release Application in accordance with the process set out in this paragraph 4.

4.2 Where a Release Application is made in respect of any Build to Rent Units the Developer shall submit to the LPA with the Release Application:

4.2.1 a statement setting out the Developer's calculation of the Clawback Amount for such units ("**Clawback Calculation**"); and

4.2.2 a statement setting out:

(a) the actual sale price of Build to Rent Units which were the subject of any previous Release Notices; and

(b) the agreed sale price of any Build to Rent Units that are the subject of the Release Application

4.3 Within 20 Working Days following receipt of the Release Application and supporting information pursuant to paragraphs 4.1 and 4.2 the LPA shall either:

- 4.3.1 confirm in writing that it has received sufficient information to review the calculation of the Clawback Amount ("**Clawback Amount Validation Date**"); or
 - 4.3.2 request such further valuation information as acting reasonably it deems necessary in order to review the calculation of the Clawback Amount, which may include evidence of the actual or agreed sale prices identified in the statement submitted pursuant to paragraph 4.2.2.
- 4.4 On receipt of any request for further information pursuant to paragraph 4.3, the Developer shall as soon as reasonably practicable and in any case within 10 Working Days of such request provide to the LPA the information requested in which case the date such information is provided shall be the Clawback Amount Validation Date.
- 4.5 Within 20 Working Days of the Clawback Amount Validation Date the LPA shall confirm in writing that either:
- 4.5.1 it accepts the Developer's calculation of the Clawback Amount; or
 - 4.5.2 it does not accept the Developer's calculation of the Clawback Amount ("**Clawback Amount Non Acceptance Notice**")
- 4.6 In the event that pursuant to paragraph 4.5 above, the Developer and the LPA have not agreed the Clawback Amount either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 1 (one) calendar month of the date of the Clawback Amount Non Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**" and the Parties shall when appointing the Viability Specialist use reasonable endeavours to procure that the determination from the Viability Specialist is progressed expeditiously and made as soon as reasonably practicable following the Referral Date.
- 4.7 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Clawback Amount.
- 4.8 In making his or her determination the Viability Specialist shall have regard to:-
- 4.8.1 all relevant material submitted to him or her by the LPA and the Developer;
 - 4.8.2 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise; and
 - 4.8.3 the provisions of this Agreement and this Schedule.
- 4.9 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that his or her decision shall include a calculation of the amount of the Clawback Amount (the "**Decision**").
5. **RELEASE NOTICE**
- 5.1 Upon receipt of the relevant Clawback Amount in cleared funds in respect of a Release Application (such amount having either been accepted by the LPA in writing or determined by the Viability Specialist) the LPA shall issue to the Developer a Release Notice.
- 5.2 Upon the issue by the LPA of a Release Notice the Residential Unit to which that Release Notice relates shall no longer be bound by:
- 5.2.1 the restriction set out in paragraph 3.1 and upon written request by the Developer the LPA shall provide the Developer with such assistance as is reasonably necessary in order to remove the restriction referred to at paragraph 3.3 from the registered title of the relevant Build to Rent Unit PROVIDED THAT the Developer

shall pay the LPA's reasonable professional fees incurred in relation to the provision of such assistance; or

5.2.2 any other obligation relating to Build to Rent Units set out in this Schedule 1.

6. BUILD TO RENT MANAGEMENT SCHEME

6.1 No Build to Rent Unit shall be Occupied until the Build to Rent Management Scheme has been submitted to and approved by the LPA.

6.2 The Developer shall not Occupy or cause or permit the Occupation of the Build to Rent Units throughout the Covenant Period, unless let and Occupied in accordance with the approved Build to Rent Management Scheme.

6.3 The approved Build to Rent Management Scheme may be amended from time to time PROVIDED THAT the LPA has given its prior written approval to any such amendment.

6.4 Upon reasonable notice from the LPA and no more frequently than every six months, the Developer shall provide the LPA with such evidence as the LPA reasonably requires to demonstrate the Developer's compliance with the approved Build to Rent Management Scheme.

7. LPA'S USE OF CLAWBACK AMOUNT

7.1 The LPA shall use any Clawback Amount it receives pursuant to this Schedule towards the provision of Affordable Housing within the LPA's administrative area.

8. RELEASE FROM BUILD TO RENT COVENANT

8.1 Upon the expiry of the Covenant Period in relation to a Building:

8.1.1 the restriction in paragraph 3.1 shall no longer apply to the Build to Rent Units in that Building and upon written request by the Developer the LPA shall provide the Developer with such assistance as is reasonably necessary in order to remove the restriction referred to at paragraph 3.3 from the registered title of any Build to Rent Units in that Building PROVIDED THAT the Developer shall pay the LPA's reasonable professional fees incurred in relation to the provision of such assistance; and

8.1.2 any other obligation relating to Build to Rent Units set out in this Schedule 1 shall no longer apply to the Private Residential Units in that Building.

SCHEDULE 2

AFFORDABLE HOUSING

1. 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 Management Scheme"** means a scheme specifying:-
- (a) management, maintenance and servicing arrangements for the Discount Market Rent Units, and how these arrangements will:
 - i. operate alongside the arrangements under the Build to Rent Management Scheme to be approved by the LPA pursuant to Schedule 1; and
 - ii. operate following the expiry of the Covenant Period or in the event one or more Private Residential Units are the subject of a Release Notice pursuant to Schedule 1;
 - (b) details of the rent, service charge and any estate or other charges payable for each Discount Market Rent Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges;
 - (c) how Discount Market Rent Units will be marketed (on both first and subsequent lettings) including marketing on the GLA's London-wide portal (www.shareto-buy.com), or equivalent replacement portal, and how priority will be determined by reference to the Council's priority qualifying criteria for intermediate housing;
 - (d) how it will be made explicit to prospective tenants of Discount Market Rent Units that there is no right to shared ownership; and
 - (e) if the Developer is building shared ownership itself, or through group companies, how the Developer will provide advice and assistance in relation to its shared ownership homes (or those of its group companies), should tenants of Discount Market Rent Units wish to purchase one

"Affordable Housing Plans"	means drawing numbers A2774 SK18.03.16 200-228 showing the location of the Discount Market Rent Units which are attached at Appendix 5 of this Agreement as the same may be amended from time to time with the prior written approval of the LPA.
"Affordable Housing Provider"	means a company or organisation involved in the provision of Affordable Housing but for the avoidance of doubt does not include any operator or owner of the Private Residential Units who is also providing the Discount Market Rent Units as part of a Build to Rent Housing scheme
"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
"Discount Market Housing"	means Intermediate Housing for rent at a cost above Social Rented Housing but below market rent (but which is not Affordable Rented Housing)
"Discount Market Rent Unit"	means a Residential Unit to be provided as Discount Market Housing pursuant to paragraph 2 of this Schedule and if applicable pursuant to paragraph 3
"Eligibility Criteria"	means the following criteria for being eligible for a tenancy of a Discount Market Rent Unit: <ul style="list-style-type: none"> (a) the household is renting immediately prior to the grant of the tenancy or is moving out of a family home for the first time; (b) the household has a maximum income of £60,000 or such other sum as agreed in writing between the Developer and the LPA pursuant to paragraph 4.5 of this Schedule; and (c) the household is not currently able to purchase a home (including through shared ownership) in the local area
"Grant Funding"	means any capital funding provided by the HCA, GLA or any other public body for the delivery of additional Affordable Housing in the Development
"Intermediate Housing"	means submarket housing which is above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing, Discount Market 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 (March 2016) as updated from time to time
"Model Form of Lease"	means the model forms of lease for Shared Ownership Housing published by the HCA from time to time

- "National Rent Regime"** 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 on the Rent Standard (May 2014) and the Welfare Reform Act (2016) (as the same may be amended or superseded)
- "Perpetuity"** means a minimum term of One Hundred and Twenty Five years from the date of first Occupation of a Discount Market Rent Unit
- "Shared Ownership Housing"** 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
- "Social Rented Housing"** means rented housing for which guideline target rents are determined through the National Rent Regime

2. BASELINE AFFORDABLE HOUSING PROVISION

- 2.1 Subject to paragraph 3, not less than 110 Residential Units shall be provided as Discount Market Housing in accordance with the provisions of this Schedule.
- 2.2 The Discount Market Rent Units to be provided pursuant to paragraph 2.1 above shall comprise the following unit size mix:-

	Studio	1 bedroom	2 bedroom	3 bedroom	Total number of units
Discount Market Rent Units	12	27	39	32	110

- 2.3 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plans unless otherwise agreed in writing with the LPA and shall be tenure blind from the Private Residential Units.
- 2.4 Not more than fifty per cent (50%) of the Private Residential Units shall be Occupied until fifty per cent (50%) of the Discount Market Rent Units are Completed and made ready for Occupation.
- 2.5 Not more than seventy per cent (70%) of the Private Residential Units shall be Occupied until one hundred per cent (100%) of the Discount Market Rent Units are Completed and made ready for Occupation.

3. ADDITIONAL AFFORDABLE HOUSING PROVISION IN EVENT OF DISPOSAL TO AFFORDABLE HOUSING PROVIDER

- 3.1 The Developer shall notify the LPA within 10 Working Days of entering into a contract for the disposal of Discount Market Rent Units to an Affordable Housing Provider.
- 3.2 In the event that the Developer enters into a contract for the disposal of the Discount Market Rent Units to an Affordable Housing Provider:
- 3.2.1 the minimum number of Residential Units to be provided as Discount Market Housing pursuant to paragraph 2.1 shall be increased by the equivalent of 85 Habitable Rooms; and

3.2.2 there shall be no further construction or Occupation of the Development until the quantum, location and unit size of the additional Discount Market Rent Units to be provided pursuant to paragraph 3.2.1 has been agreed in writing with the LPA and thereafter such additional Discount Market Rent Units shall be provided in accordance with the provisions of this Schedule.

4. RENT LEVELS AND ELIGIBILITY CRITERIA

4.1 Subject to any additional discounting of rent levels pursuant to paragraph 7.2 of Schedule 3, the rent (inclusive of service charge) charged for the first letting of any Discount Market Rent Units shall not exceed the following:

Unit type	Maximum percentage of market rent
Studio	73%
1 bed	80%
2 bed	79%
3 bed	58%

and rents shall not increase above the rate of the annual increase in the CPI during the period of any tenancy.

4.2 Subject to any additional discounting of rent levels pursuant to paragraph 7.2 of Schedule 3, the rents (inclusive of service charge) on subsequent lettings and tenancy renewals of any Discount Market Rent Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the rents set out in paragraph 4.1 above with such rents being based on market rent at the date of the subsequent letting or renewal.

4.3 No tenancy of a Discount Market Rent Unit shall be offered to a household which does not meet the Eligibility Criteria.

4.4 The Developer shall advertise each available Discount Market Rent Unit on the GLA's London-wide portal (www.shareto-buy.com), or equivalent replacement portal, and where there is more than one applicant for a tenancy of a Discount Market Rent Unit who meets the Eligibility Criteria the Developer shall determine priority by reference to the Council's priority qualifying criteria for intermediate housing.

4.5 The cap on maximum household income in part (b) of the definition of "Eligibility Criteria" shall be reviewed on an annual basis by the LPA and the Developer and adjusted upwards or downwards to reflect any increase or decrease in income cap thresholds set out by the GLA in the London Plan, London Plan Annual Monitoring Report or equivalent document. Any adjustment shall be agreed in writing between the LPA and the Developer.

5. RESTRICTION ON OCCUPATION OF DISCOUNT MARKET RENT UNITS

5.1 No Discount Market Rent Unit provided under the terms of this Schedule shall be Occupied other than as a Discount Market Rent Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

6. GRANT FUNDING

6.1 The Developer shall:-

6.1.1 use Reasonable Endeavours to secure Grant Funding;

- 6.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 Working Days of receipt of the same;
- 6.1.3 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.
- 6.2 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 6.1 above.
- 6.3 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.
- 6.4 If Grant Funding is made available for the delivery of any Affordable Housing within the Development, the Developer shall within the later of 28 (twenty-eight) days of receipt of such Grant Funding or the date of Substantial Implementation notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding.

7. **WHEELCHAIR DISCOUNT MARKET RENT UNITS**

- 7.1 The Developer shall:-
 - 7.1.1 provide 10% of the Discount Market Rent Units as accessible or easily adaptable dwellings for wheelchair users across all unit sizes (the "**Wheelchair Discount Market Rent Units**");
 - 7.1.2 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Discount Market Rent Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA;
 - 7.1.3 notify the LPA at least 6 months prior to Completion of each Wheelchair Discount Market Rent Unit and thereafter from the date of such notification until the date of Completion of such unit:
 - (a) only market the Wheelchair Discount Market Rent Unit to households which include a wheelchair user and which meet the Eligibility Criteria; and
 - (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Discount Market Rent Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria

PROVIDED THAT in the event that a tenancy has not been granted to a household including a wheelchair user which meets the Eligibility Criteria by the date of Completion of the Wheelchair Discount Market Rent Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market that unit to any household which meets the Eligibility Criteria
- 7.2 For each and every subsequent letting of a Wheelchair Discount Market Rent Unit, the Developer shall:
 - 7.2.1 actively market the unit as a Wheelchair Discount Market Rent Unit;
 - 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Discount Market Rent Unit to a household which includes a wheelchair user and which meets the Eligibility Criteria, such Reasonable Endeavours to include implementing any

additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.2.3; and

- 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user which meets the Eligibility Criteria, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2) and shall, at the LPA's request, meet with the LPA and/or Council to discuss a strategy for the future marketing of the Wheelchair Discount Market Rent Units.

8. **GENERAL**

- 8.1 The Developer shall ensure that the design construction and layout of the Discount Market Rent Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016) (or any subsequent document superseding the same prior to the Commencement of Development).
- 8.2 No Discount Market Rent Unit shall be Occupied until an Affordable Housing Management Scheme for the Discount Market Rent Units has been submitted to and approved in writing by the LPA and the Discount Market Rent Units shall thereafter be managed, maintained, marketed and Occupied in accordance with the approved Affordable Housing Management Scheme.

SCHEDULE 3

VIABILITY REVIEW

1. DEFINITIONS

"Additional Affordable Housing"

means Affordable Housing to be provided as part of the Development in addition to the Baseline Affordable Housing Units

"Additional Affordable Housing Scheme"

means a scheme prepared in accordance with the provisions of this Schedule if any of the Viability Reviews conclude that Additional Affordable Housing is capable of being provided within the Development and which:

- (a) identifies how some or all the surplus profit identified in the Viability Review could be applied towards the provision of Additional Affordable Housing, to include details of:
 - (i) which previously intended Private Residential Units would be converted into Additional Affordable Housing Units;
 - (ii) the location, size and internal layout of each Additional Affordable Housing Unit with reference to plans and drawings approved as part of the Planning Application;
 - (iii) how at least 10% of the Additional Affordable Housing Units would be accessible or easily adaptable for wheelchair users across all tenures and unit sizes;
 - (iv) an indicative timetable for construction and delivery of the Additional Affordable Housing Units;
 - (v) any Partial Unit Contribution; and
- (b) identifies how as an alternative to providing Additional Affordable Housing Units some or all the surplus profit identified in the Viability Review could be applied towards securing discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2

"Affordable Housing Cap"

shall have the meaning given in paragraph 7.3 of this Schedule 3

"Application Stage Build Costs"

means £136,678,800 being the Build Costs established by the Baseline Appraisal

"Application Stage GDV"	means £236,717,780 being the estimated GDV established by the Baseline Appraisal
"Average Affordable Housing Value"	means the estimated average value of Discount Market Housing floorspace per square metre within the Development at the Review Date PROVIDED THAT any transaction relevant to calculating such estimated average value which has taken place otherwise than at Open Market Value shall be disregarded
"Average Private Residential Value"	means the estimated average value of Private Residential Unit floorspace per square metre within the Development at the relevant Review Date PROVIDED THAT any transaction relevant to calculating such estimated average value which has taken place otherwise than at Open Market Value shall be disregarded
"Baseline Appraisal"	means the financial viability appraisal for the Development prepared by GL Hearn agreed with BNPPRE on 20 April 2018 entitled "Upper S106 BTR 20% Operating Costs, 3.65% NIY"
"Build Costs"	<p>means the build costs comprising demolition, construction and external works of the Development, including an assumed contingency allowance for any parts yet to be built , but excluding the following internal costs of the Developer:</p> <ul style="list-style-type: none"> (a) project management costs; (b) overheads and administration expenses; and (c) professional (but including design costs), finance, legal and marketing costs <p>to be assessed in accordance with this Schedule</p>
"Development Break"	means a continuous period of 12 months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes place first) in which no material construction works take place to materially progress the Development
"Development Break Review"	means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and which shall be subject to the Affordable Housing Cap
"Development Break Review Submission"	<p>means the following information to be submitted by the Developer to the LPA on an open book basis:</p> <ul style="list-style-type: none"> (a) the applicable Development Viability Information; (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 thereby confirming whether in the Developer's view any Additional Affordable

	Housing can be provided; and
	(c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme
"Development Viability Information"	means the following information: <ul style="list-style-type: none"> (a) Review Stage GDV; (b) Review Stage Build Costs; (c) Average Private Residential Value; (d) Average Affordable Housing Value; AND including in each case supporting evidence to the LPA's reasonable satisfaction
"Discount Market Housing"	has the meaning ascribed to it in Schedule 2
"Early Stage Review"	means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and which shall be subject to the Affordable Housing Cap
"Early Stage Review Submission"	means the following information to be submitted by the Developer to the LPA on an open book basis: <ul style="list-style-type: none"> (a) the applicable Development Viability Information; and (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme.
"Formula 1"	means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at any Early Stage Review and any Development Break Review: <p>X = Surplus profit available for Additional Affordable Housing</p> $X = ((A - B) - (C - D) - P) - E$ <p>A = Review Stage GDV (£) B = Application Stage GDV (£) C = Review Stage Build Costs (£) D = Application Stage Build Costs (£)</p>

	<p>$P = (A - B) * Y$; Developer profit on change in GDV (£) $Y = \text{Target Return (\%)}$ $E = \text{The deficit of £500,000 from the technically viable position as agreed in the Baseline Appraisal (and in respect of a Development Break Review only, any Surplus profit established in any Early Stage Review)}$</p>
"Formula 2"	<p>means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at the Late Stage Review:</p> <p>$X = \text{Surplus profit available for Additional Affordable Housing}$</p> <p>$X = (((A - B) - (C - D) - P) \times 0.6) - E$</p> <p>$A = \text{Review Stage GDV (£)}$ $B = \text{Application Stage GDV (£)}$ $C = \text{Review Stage Build Costs (£)}$ $D = \text{Application Stage Build Costs (£)}$ $P = (A - B) * Y$; Developer profit on change in GDV (£) $Y = \text{Target Return (\%)}$ $E = \text{The deficit of £500,000 from the technically viable position as agreed in the Baseline Appraisal and any Surplus profit established in any Early Stage Review or Development Break Review}$</p>
"Formula 3"	<p>means the following formula for determining the amount of Additional Affordable Housing:</p> <p>$X = \text{Additional affordable housing requirement (Habitable Rooms)}$</p> <p>$X = A \div (B - C) \div D$</p> <p>$A = \text{Surplus profit available for Additional Affordable Housing (£)}$ $B = \text{Average Private Residential Value (£)}$ $C = \text{Average Affordable Housing Value (£) at the level of discount required pursuant to Schedule 2 or such other level of discount as may be agreed with the LPA}$ $D = \text{Average size of Habitable Room (m}^2\text{)}$</p>
"GDV"	means the gross development value of the Development
"Late Stage Review"	means the upwards only review of the financial viability of the Development at the Late Stage Review Date applying Formula 2 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development and which shall be subject to the Affordable Housing Cap
"Late Stage Review Date"	means the date at which 75% of Private Residential Units are Occupied
"Late Stage Review Submission"	means the following information to be submitted by the Developer to the LPA on an open book basis:

	<ul style="list-style-type: none"> (a) the Development Viability Information; (b) a written statement that applies the applicable Development Viability Information to Formula 2 and Formula 3 thereby confirming whether in the Developer's view any Additional Affordable Housing can be provided; and (c) where such written statement confirms that Additional Affordable Housing can be provided an Additional Affordable Housing Scheme
"Memorandum"	means a memorandum made in accordance with paragraph 8 of this Schedule
"Open Market Value"	means the price at which the disposal would have been completed unconditionally for cash consideration if it was offered on a market open to all and for the avoidance of doubt shall not include any transaction which is not an arm's length true value purchase between a willing vendor and a willing purchaser
"Operating Costs"	means the costs associated with operating the Build to Rent Housing at the Development which includes: maintenance; insurance; utilities; management costs; letting costs; an allowance for void periods and the expenditure associated with void periods; an allowance for bad debts; and any service charges payable
"Partial Unit Contribution"	means a financial contribution towards Affordable Housing in the LPA's administrative area payable where the Viability Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 3 (such contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 3)
"Planned Resumption Date"	means the anticipated date for resuming the Development following a Development Break
"Public Subsidy"	means any funding from the LPA and the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development
"Review Date"	means any and all of the Revised Substantial Implementation Date, the Planned Resumption Date and the Late Stage Review Date
"Review Stage Build Costs"	<p>means the sum of:</p> <ul style="list-style-type: none"> (a) the actual Build Costs incurred at the Review Date; and (b) the estimated Build Costs still to be incurred at the Review Date; <p>to be supported by evidence of costs to the LPA's reasonable satisfaction including but not limited to:</p>

	(c)	details of payments made or agreed to be paid in the relevant building contract;
	(d)	receipted invoices;
	(e)	costs certified by the Developer's quantity surveyor, costs consultant or agent.
"Review Stage GDV"		means the estimated GDV at the relevant Review Date calculated on the basis of the same methodology as the Baseline Appraisal but taking into account:
	(a)	all actual values, rents and receipts received from the disposal or letting of any part of the Development prior to the Review Date provided that any transactions which have taken place otherwise than at Open Market Value shall be disregarded;
	(b)	an updated estimate of values, rents and receipts in respect of those parts of the Development not yet disposed of or let at the Review Date, based on up-to-date market comparables and evidence;
	(c)	an updated estimate of reasonable Operating Costs;
	(d)	an update of the yields applied to capitalise rents as set out in the Baseline Appraisal; and
	(e)	any Public Subsidy
		to be supported by evidence to the LPA's reasonable satisfaction
"Revised Substantial Implementation Date"		means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"Substantial Implementation Long Stop Date"		means the date 24 months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Target Return"		means the agreed developer profit on Application Stage GDV of 15% as established by the Baseline Appraisal
"Viability Reviews"		means any and all of the Early Stage Review, Development Break Review and Late Stage Review
"Viability Submissions"	Review	means any and all of the Early Stage Review Submission, the Development Break Review Submission and Late Stage Review Submission

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.

- 2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation PROVIDED ALWAYS THAT:
- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
 - 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
 - 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 Working Days of receiving notice pursuant to paragraph 2.1 and thereafter provide written confirmation to the Developer within 20 Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9 of this Agreement.

3. EARLY STAGE REVIEW

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:
- 3.1.1 not undertake any works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;
 - 3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date, and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and
 - 3.1.3 submit the Early Stage Review Submission to the LPA not more than 40 Working Days before the Revised Substantial Implementation Date.

4. DEVELOPMENT BREAK REVIEW

- 4.1 The Developer shall notify the LPA in writing of a Development Break and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.
- 4.2 Where a Development Break occurs the Developer shall:
- 4.2.1 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule;
 - 4.2.2 notify the LPA in writing of the Planned Resumption Date, and subsequently advise the LPA in writing of any change to the Planned Resumption Date; and
 - 4.2.3 submit the Development Break Review Submission to the LPA not more than 40 Working Days before the Planned Resumption Date.

5. **LATE STAGE REVIEW**

- 5.1 The Developer shall notify the LPA in writing within 5 Working Days of the occurrence of the Late Stage Review Date.
- 5.2 Not more than 85% of the Private Residential Units shall be Occupied unless and until the Late Stage Review has been undertaken and agreed between the Parties or determined by the Viability Specialist in accordance with the relevant provisions of this Schedule.
- 5.3 The Developer shall submit the Late Stage Review Submission to the LPA within 20 Working Days of the Late Stage Review Date.

6. **VIABILITY REVIEWS**

- 6.1 The Developer shall give the LPA not less than 10 Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted, and no Viability Review Submission shall be submitted until 10 Working Days following the giving of such advance written notice.
- 6.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:

6.2.1 its reasonable and properly incurred internal costs (including officer time); and

6.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 Working Days of receipt of a written request for payment.

- 6.3 Upon receipt of a Viability Review Submission:

6.3.1 In the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 Working Days of receiving the relevant request and this process may be repeated until the LPA (as applicable) has all the information it reasonably requires;

6.3.2 The LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 6.3 provided that seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for completing any other process required by this paragraph if it can be completed without the information requested;

6.3.3 The LPA shall be entitled to elect whether any surplus profit identified in the Viability Review should be applied towards the provision of Additional Affordable Housing or towards securing discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2, or a combination of the two;

6.3.4 For a period not exceeding 30 Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA both acting reasonably and in good faith may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and where agreed between the parties this may result in revisions to the Viability Review Submission;

6.3.5 Within 40 Working Days of the Validation Date, the LPA shall confirm in writing that either:-

- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
- (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus profit to apply towards the provision of Additional Affordable Housing or securing discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2; or
- (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 8 below.

6.4 In the event that pursuant to paragraph 6.3 above, the Developer and the LPA have not agreed the Viability Review Submission either Party shall be entitled to refer the matter to the Viability Specialist for determination and each shall use its reasonable endeavours to do so within 20 Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".

6.5 Unless otherwise agreed between the LPA and the Developer or required by the Viability Specialist each Party shall within a further period of 10 Working Days from the Referral Date submit its evidence and representations to the Viability Specialist in respect of the Viability Review Submission.

6.6 In addition to the matters specified in paragraph 6.5, in making his determination the Viability Specialist shall have regard to:-

- 6.6.1 all relevant material submitted to him or her by the LPA and the Developer;
- 6.6.2 the LPA's election for the purposes of paragraph 6.3.3 which shall be binding on the Viability Specialist;
- 6.6.3 such relevant financial, legal, planning or other matters he or she considers relevant using reasonable care and skill and his professional expertise;
- 6.6.4 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.

6.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Viability Specialist the Viability Specialist shall be appointed on the basis that, if the Viability Specialist determines that there is surplus profit to apply towards the provision of Additional Affordable Housing or securing discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2, his or her decision shall include an Additional Affordable Housing Scheme (the "**Decision**") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 8 below.

7. **DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING AND/OR FURTHER DISCOUNTS ON RENT LEVELS**

7.1 Where it is agreed or determined pursuant to this Schedule that Additional Affordable Housing is required the Developer shall prior to Occupation of more than 85% of the Private Residential Units:

- 7.1.1 make any amendments to the Development required to accommodate the Additional Affordable Housing and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;

- 7.1.2 provide any Additional Affordable Housing in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist and make it available for Occupation;
 - 7.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Viability Specialist;
 - 7.1.4 not more than 85% of the Private Residential Units shall be Occupied unless and until:
 - (a) the requirements of paragraph 7.1.2 have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
 - (b) any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.
- 7.2 Where it is agreed or determined pursuant to this Schedule that any surplus profit identified in the Viability Review should be applied towards securing discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2, all first lettings and subsequent lettings of Discount Market Rent Units entered into after the date of such agreement or determination shall be subject to the revised discounts (“**Further Rental Discount**”) set out in the final agreed or determined Additional Affordable Housing Scheme.
- 7.3 In no circumstances shall the Developer be required to:
- 7.3.1 provide more than 50% of the total number of Habitable Rooms comprised in the Development as Affordable Housing; or
 - 7.3.2 provide the equivalent of more than 50% of the total number of Habitable Rooms in the Development as Affordable Housing by the provision of Baseline Affordable Housing Units and Additional Affordable Housing Units at the Development and/or Partial Unit Contributions and/or Further Rental Discounts pursuant to this Agreement; or
 - 7.3.3 apply more than £11,995,000 Indexed surplus profit to the provision of Affordable Housing (whether Baseline Affordable Housing Units, Additional Affordable Housing Units, Partial Unit Contributions or Further Rental Discounts) at the Development.

(the “**Affordable Housing Cap**”).

8. **MEMORANDUM**

- 8.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Viability Specialist determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).
- 8.2 The LPA and the Developer agree that upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-
- "The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20 ".*
- 8.3 Upon completion of a Memorandum, this Agreement shall be construed such that:
- 8.3.1 in the case of Additional Affordable Housing Units being provided:-
 - (a) the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;

- (b) the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and
 - (c) the obligations in Schedule 2 shall apply to the Additional Affordable Housing Units.
- 8.3.2 in the case of discounts on the rent levels for Discount Market Rent Units beyond those secured in paragraph 4.1 and 4.2 of Schedule 2 being agreed or determined, the rental discounts referred to in the said paragraphs 4.1 and 4.2 shall be replaced with the rental discounts set out in the final agreed or determined Additional Affordable Housing Scheme.

SCHEDULE 4

TRANSPORT

1. DEFINITIONS

"A12 Junction Contribution"	means the sum of £2,500,000 (Indexed) to be applied towards the A12 Junction Works
"A12 Junction Works"	means proposals to enhance the A12 to reduce severance for pedestrians and cyclists and to facilitate enhancements to the local bus network including: (a) provision of a new traffic signal junction at Talwin Street, including controlled pedestrian and cycle crossings; and (b) provision of a new traffic signal junction to the north of Three Mill Lane, connecting to the safeguarded Sugar House bus, pedestrian and cycle bridge
"Construction Transport Management Group"	means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme and other developments
"Cycle Hire Docking Station Land"	means the area shown cross-hatched green on the plan marked "Plan 3" attached at Annexure 1 of this Agreement
"Cycle Hire Scheme"	means the network of self-service bicycles for hire and cycle docking stations to release and secure such bicycles operated by the Mayor of London or TfL or any equivalent future replacement scheme
"Docking Station"	means a cycle hire docking station to release and secure bicycles within the Cycle Hire Scheme with capacity for a maximum of 27 docking points in compliance with TfL's requirements
"Legacy Communities Scheme Permission"	means planning permission 11/90621/OUTODA as varied by 14/00036/VAR
"Legible London Contribution"	means the sum of £17,000 (Indexed) to be applied towards the Legible London Works
"Legible London Works"	means the design, manufacture and installation of 4 new signs at the main access and arrival points to the Site and/or the wider Masterplan Area
"Safeguarding Period"	means a period of 10 years following Commencement of the Development or such shorter period as may be agreed in writing with TfL
"Signage Contribution"	means the sum of £2,333 (Indexed) to be applied towards the Signage Update Works
"Signage Update Works"	means the update and/or replacement of existing signage in the vicinity of the Site and/or the wider Masterplan Area
"Underpass Improvement"	means the sum of £67,838.44 (Indexed) to be applied towards the Underpass Improvement Works

Contribution"

"Underpass Improvement Works" means underpass upgrade works including lighting and surface treatment to improve the pedestrian experience between the Site and Bromley by Bow Station

2. A12 JUNCTION CONTRIBUTION

2.1 The Developer shall pay the A12 Junction Contribution to the LPA in the following instalments:

2.1.1 £250,000 (Indexed) on Commencement;

2.1.2 £1,125,000 (Indexed) prior to Occupation of more than 40% of the Private Residential Units; and

2.1.3 £1,125,000 (Indexed) prior to Occupation of more than 80% of the Private Residential Units.

2.2 No Development shall be Commenced until the Developer has paid £250,000 (Indexed) of the A12 Junction Contribution to the LPA.

2.3 Not more than 40% of the Private Residential Units shall be Occupied until the Developer has paid £1,375,000 (Indexed) of the A12 Junction Contribution to the LPA.

2.4 No more than 80% of the Private Residential Units shall be Occupied until the Developer has paid the full A12 Junction Contribution to the LPA.

3. UNDERPASS IMPROVEMENT WORKS

3.1 At any time prior to Substantial Implementation, the Developer may notify TfL and the LPA in writing that it wishes to carry out the Underpass Improvement Works and if the Developer does not serve such notice prior to Substantial Implementation, it shall pay the Underpass Improvement Contribution to the LPA no later than the date which is one year prior to First Occupation.

3.2 If the Developer has served notice on TfL and the LPA prior to Substantial Implementation pursuant to paragraph 3.1, the Developer shall use reasonable endeavours to agree a scheme of works with TfL for the Underpass Improvement Works (hereinafter referred to as the "**Scheme of Works**") which shall include the following:

3.2.1 a schedule of works and materials;

3.2.2 a construction programme (with the intention that the works are completed prior to First Occupation);

3.2.3 the name of the contractor who will carry out the works; and

3.2.4 any other matters reasonably required in connection with the carrying out of works.

3.3 The Developer shall keep the LPA regularly informed about the progress of agreeing the Scheme of Works with TfL and shall provide the LPA with a copy of the agreed Scheme of Works within 5 Working Days of it being agreed, such notice to include reasonable evidence of TfL's agreement.

3.4 In the event that the Developer and TfL agree the Scheme of Works by the date which is one year prior to First Occupation, the Developer shall carry out and complete the works in accordance with the agreed Scheme of Works.

3.5 In the event that the Developer and TfL are unable to agree the Scheme of Works by the date which is one year prior to First Occupation, the Developer shall immediately pay the Underpass Improvement Contribution to the LPA and shall have no further liability under this paragraph.

3.6 No part of the Development shall be Occupied until either:

3.6.1 the Developer has paid the Underpass Contribution to the LPA; or

3.6.2 the Underpass Improvement Works have been completed to TfL's reasonable satisfaction

4. **LEGIBLE LONDON CONTRIBUTION AND SIGNAGE CONTRIBUTION**

4.1 The Developer shall pay the Legible London Contribution and the Signage Contribution no later than one year prior to First Occupation.

4.2 No part of the Development shall be Occupied until the Developer has paid the Legible London Contribution and the Signage Contribution to the LPA.

5. **CAR CLUB**

5.1 The Developer shall:

5.1.1 procure at its own cost 2 car club parking spaces within the Development and there shall be no Occupation of the Development unless and until such car club parking spaces have been provided and demarcated as "car club parking only"; and

5.1.2 procure a car club operator to provide 2 car club vehicles in the car club parking spaces from First Occupation and to operate those car club vehicles or replacement vehicles for the life of the Development (unless a shorter period of time is agreed in writing by the LPA) commencing on First Occupation.

5.2 The Developer shall:

5.2.1 offer the first household to Occupy each Residential Unit free membership for a period of 1 year for the use of the car club referred to in paragraph 5.1.2 such offer to be made no later than 1 month following first Occupation of each Residential Unit; and

5.2.2 where offers for membership are accepted within 3 months of the date of the relevant offer made pursuant to paragraph 5.2.1, provide free membership for a period of 1 year for the use of the car club referred to in paragraph 5.1.2 to the relevant household.

6. **ELECTRIC CHARGING POINT PROVISION**

6.1 The Developer shall ensure that:-

6.1.1 not less than 20% of the residential parking spaces comprised in the Development have electric vehicle charging point provision; and

6.1.2 not less than an additional 20% of the residential parking spaces comprised in the Development have passive provision.

7. **CYCLE HIRE DOCKING STATION**

7.1 Subject to paragraph 7.2, the Developer shall:

7.1.1 install trunking to the Cycle Hire Docking Station Land in order to enable future electricity connection;

7.1.2 not carry out any works on the Cycle Hire Docking Station Land which would prevent the location of a Docking Station on the Cycle Hire Docking Station Land; and

7.1.3 at the request of TfL, grant a lease or licence over the Cycle Hire Docking Station Land at a peppercorn rent or nominal fee and any other approvals or consents reasonably required in order for the Docking Station to be installed, maintained, and managed by TfL and its agents and used by the general public.

7.2 The Developer shall be released from the obligations in paragraph 7.1 above if:

7.2.1 no request has been made by TfL pursuant to paragraph 7.1.3 within the Safeguarding Period; or

7.2.2 following a request made by TfL pursuant to paragraph 7.1.3, the Docking Station has not been installed within the Safeguarding Period.

8. **CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

8.1 With effect from the date of this Agreement the Developer shall:

8.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

8.1.2 if invited to attend meetings of the Construction Transport Management Group, use Reasonable Endeavours to send one or more representatives to such meetings; and

8.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.

8.2 The obligation in paragraph 8.1 shall cease to apply on the first to occur of the expiry of the Planning Permission or the Completion of the Development.

SCHEDULE 5

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"		means the modal split targets identified in the approved Travel Plan
"Monitoring Period"		means six months after First Occupation until five years after first Occupation of the final Building to be Completed
"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"		means the travel plan to be submitted to and approved by the LPA pursuant to paragraph 2 of this Schedule, together with any amendment thereto approved by the LPA in writing
"Travel Plan Monitoring"		means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (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 Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Officer"		means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"		means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken during the Travel Plan Review Period 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 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 Travel Plan have not been met) a proposed revision to

the 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 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 of a Residential Unit and thereafter annually on a rolling basis

2. TRAVEL PLAN

2.1 No later than one year prior to First Occupation the Developer shall:-

2.1.1 submit and obtain the LPA's approval to a Travel Plan;

2.1.2 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 No part of the Development shall be Occupied until the Developer has:

2.2.1 submitted and obtained the LPA's approval to a Travel Plan; and

2.2.2 appointed a Travel Plan Monitoring Officer and notified the LPA of the name and contact details of such officer.

2.3 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 shall:-

2.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;

2.4.2 contain clear commitments to measures, including investigation of potential additional measures;

2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.4.4 have obtained a 'Passed' score in the online Travel Plan assessment tool 'ATTRBUTE';

2.4.5 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; and

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

2.4.6 include a parking review plan which sets out:-

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

2.4.7 include a car parking management plan which sets out:-

- (a) principles for allocating car parking spaces for residents or 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.

2.5 The Developer shall implement the approved 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 Travel Plan.

2.6 No Development shall be Occupied other than in accordance with the approved Travel Plan.

3. TRAVEL PLAN MONITORING

3.1 In order to monitor the effectiveness of the Travel Plan the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

3.2 During the Monitoring Period 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.

3.3 Prior to the submission of a report referred to in paragraph 3.2 the Developer shall agree the structure of that report with the LPA.

3.4 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised 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.

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the 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 the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

4.2 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.

4.3 If the Travel Plan Monitoring Report for the year immediately following the 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 4.1 and 4.2 of this Schedule for that year and each subsequent year until the Modal Split Targets are achieved.

SCHEDULE 6

EDUCATION, SPORTS, EMPLOYMENT AND TRAINING

1. DEFINITIONS

- “Affordable Workspace”** means the area of 125 sqm (GIA) on the ground level of Buildings A and B as shown hatched red on the plan marked "Plan 4" attached at Appendix 1 of this Agreement in respect of which rent is charged at not more than £12 Indexed per square foot (exclusive of rates, service charge and utilities)
- “Affordable Workspace Strategy”** means a written strategy identifying:-
- (a) how potential occupiers of the Affordable Workspace will be identified and prioritised, including the setting up of any waiting lists;
 - (b) how the Affordable Workspace has been and will be designed and marketed to meet the needs of identified occupiers, including a timetable for marketing;
 - (c) the terms on which occupiers of the Affordable Workspace will be offered leases;
 - (d) how the Affordable Workspace will be managed and maintained; and
 - (e) how alternative occupiers for the space will be identified where original occupiers are unable to continue
- “Base Specification”** means fitted out beyond Shell and Core to a specification standard that will allow for immediate Occupation including:
- (a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities;
 - (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;
 - (c) floors power floated with minimum of 5kN/m² loading capacity;
 - (d) floor areas finished to appropriate standard;
 - (e) all exposed soffits and structural columns to be fair-faced concrete or plastered;
 - (f) all internal walls finished in an appropriate state for occupation;
 - (g) exposed concrete walls, columns and soffits to have snots removed;
 - (h) all statutory services supplied to the accommodation, capped, tested and separately metered;

- (i) all drainage installed and connected;
- (j) conduits installed for suitable incoming data cabling and required wayleaves completed;
- (k) compliant with all relevant accessibility regulations

"Community Space"

means up to 500 square metres (GIA) of the Flexible Community/Workspace which the Community Space Needs Assessment approved pursuant to paragraph 6.1 identifies should be secured for community use

"Community Space Needs Assessment"

means a written assessment of the need and demand for floorspace falling within Use Class D1 to serve the needs of the community both as such need and demand exists in the local area, and specifically in the location proposed in the Development, to include:

- (a) an assessment of the existing provision of and demand for community facilities within the vicinity of the Site;
- (b) an assessment of the community uses that could reasonably be accommodated within the Flexible Community/Workspace;
- (c) details of how potential occupiers of the Flexible Community/Workspace have been identified and consulted;
- (d) a reasoned conclusion as to whether up to 500 square metres (GIA) of the Flexible Community Workspace should be secured for Use Class D1 community use (with any part not secured for Use Class D1 community use to be provided as open market Use Class B1(a) workspace); and
- (e) the quantum and location of any Flexible Community Workspace to be secured for Use Class D1 community use (to be shown on a plan)

"Community Space Strategy"

means a written strategy identifying:-

- (a) how potential uses and occupiers for the Community Space will be identified and prioritised;
- (b) how the Community Space has been and will be designed, fitted out and marketed to meet the needs of identified occupiers, including the community;
- (c) the terms on which future occupiers of the Community Space will be offered leases which ensure provision for community uses at a peppercorn rent or nominal fee for not less than 25 years;
- (d) how the Community Space will be managed and maintained; and
- (e) how alternative community uses and occupiers for the Community Space will be identified where original

occupiers are unable to continue in occupation

"Considerate Constructors Scheme"	means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavement congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to respect of people;
"Council's Area"	means the administrative area of the Council
"Education Contribution"	means the sum of £175,770 Indexed to be applied in accordance with paragraph 2.2 of this Schedule;
"Flexible Community/Workspace "	means the area of 1,499sqm (GIA) of flexible community/commercial floorspace (Use Classes B1(a)/D1) at ground and mezzanine level in Buildings A and B as shown hatched red on the plan marked "Plan 5" attached at Appendix 1 of this Agreement;
"Legacy Communities Scheme Careers Programme Group"	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
"Local Labour and Business Schemes"	means the following schemes:- (a) in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and (b) in the London Borough of Tower Hamlets – the scheme known as Skillsmatch
"London Living Wage"	means the minimum amount (currently £10.20) of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Shell and Core"	means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Sports Contribution"	means the sum of £100,000 Indexed to be applied towards the provision or upgrade of sports facilities in the Bromley-by-Bow area identified on the plan marked "Plan 6" attached at Appendix 1 of this Agreement.

2. EDUCATION CONTRIBUTION

2.1 The Developer shall pay the Education Contribution to the LPA in the following instalments:

- 2.1.1 50% prior to Commencement of Development and there shall be no Commencement of Development until the sum is paid; and
- 2.1.2 50% prior to Occupation of 50% of Private Residential Units and there shall be no Occupation beyond 50% Private Residential Units until the sum is paid

2.2 The LPA shall apply the Education Contribution as follows:

2.2.1 towards the provision of a new primary school in the Masterplan Area; or

2.2.2 in the event that the construction of a new primary school in the Masterplan Area does not commence within 8 years of payment of the first instalment pursuant to paragraph 2.1.1 above, towards the provision or upgrade of sports facilities in the Bromley-by-Bow area identified on the plan marked "Plan 6" attached at Appendix 1 of this Agreement.

3. **SPORTS CONTRIBUTION**

3.1 The Developer shall pay the Sports Contribution to the LPA prior to the date of Substantial Implementation and no works comprised in the Development beyond Substantial Implementation shall be carried out until the Sports Contribution is paid.

4. **DELIVERY OF NON RESIDENTIAL UNITS**

4.1 No Residential Units in any Building shall be Occupied until all of the Non Residential Units located within that Building have been Completed to Shell and Core.

5. **AFFORDABLE WORKSPACE**

5.1 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to the Affordable Workspace Strategy, and thereafter the approved Affordable Workspace Strategy (as the same may be amended pursuant to paragraph 5.4.2 below) shall be implemented by the Developer until the expiry of the minimum period referred to in paragraph 5.3 below.

5.2 No Private Residential Units in Buildings A and B shall be Occupied until the Affordable Workspace has been completed in accordance with the Base Specification.

5.3 The Affordable Workspace shall be marketed as Affordable Workspace in accordance with the approved Affordable Workspace Strategy and shall not be Occupied other than as Affordable Workspace in accordance with the approved Affordable Workspace Strategy for a minimum period of 15 years from first Occupation of the Affordable Workspace.

5.4 The Developer shall not less than once a year until the expiry of the minimum period referred to in paragraph 5.3 above submit a report to the LPA:-

5.4.1 evidencing its compliance with paragraph 5.3 including details of the financial terms of any lease arrangement entered into; and

5.4.2 detailing the effectiveness of the Affordable Workspace Strategy and any proposed amendments thereto, such amendments to be approved by the LPA in writing.

6. **FLEXIBLE COMMUNITY/WORKSPACE**

6.1 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to the Community Space Needs Assessment.

6.2 In the event that the approved Community Space Needs Assessment identifies a need for up to 500 square metres (GIA) of the Flexible Community/Workspace to be secured for community uses:

6.2.1 no works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted and obtained the LPA's approval to the Community Space Strategy;

6.2.2 from the date of Substantial Implementation until the date 25 years following the date that the Community Space is first available for Occupation the Developer shall:

- (a) implement the approved Community Space Strategy (as may be amended in accordance with paragraph (d) below);
- (b) not Occupy the Community Space other than in accordance with the approved Community Space Strategy;
- (c) use Reasonable Endeavours to enter into agreements for lease or grant leases in respect of the Community Space in accordance with the approved Community Space Strategy; and
- (d) not less than once a year until the date on which the Community Space is first Occupied in accordance with the approved Community Space Strategy, review the effectiveness of the Community Space Strategy and submit to the LPA for approval a report detailing the effectiveness of the Community Space Strategy and any proposed amendments thereto, such amendments to be approved by the LPA in writing;

6.2.3 no Private Residential Units in Buildings A and B shall be Occupied until the Community Space has been completed in accordance with the Base Specification;

6.3 Any Flexible Community/Workspace not secured for community uses through the approved Community Space Needs Assessment may be marketed and Occupied as open market Use Class B1(a) workspace PROVIDED THAT if less than 500 square metres of Flexible Community/Workspace is provided as Community Space, the additional value associated with providing that space as open market Use Class B1(a) workspace shall be taken into account in the Late Stage Review to be carried out pursuant to paragraph 5 of Schedule 3.

7. LOCAL LABOUR AND LOCAL BUSINESS

7.1 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 ensure that:-

- 7.1.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Council's Area;
- 7.1.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;
- 7.1.3 the recruitment of persons living in the Council's Area accounts for at least 25% of the construction jobs arising from the Development;
- 7.1.4 the recruitment of persons living in the Council's Area accounts for a total of at least 25% of the end-use jobs at the Development, with a target of 85%;
- 7.1.5 all employees employed at the Development in construction jobs are paid the London Living Wage;
- 7.1.6 the London Living Wage is promoted for all end use jobs at the Development;
- 7.1.7 work-based learning opportunities are provided at the Development during the construction phase, including not less than 34 apprenticeship places during the construction phase

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

7.2 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:-

7.2.1 use Reasonable Endeavours to ensure that businesses located in the Council's Area benefit directly from the commercial opportunities arising from the Development;

7.2.2 use Reasonable Endeavours to ensure that 20 per cent (20%) of the value of goods and services procured during the construction of the Development are supplied by businesses located within the Council's Area; and

7.2.3 provide local agencies with early information relating to availability of vacant space within the Development.

8. **CONSIDERATE CONSTRUCTORS SCHEME**

8.1 The Developer covenants to:

8.1.1 comply with the Considerate Constructors Scheme during the construction of the Development;

8.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and

8.1.3 provide quarterly written reports to the LPA outlining its compliance with paragraphs 8.1.1 and 8.1.2 above.

SCHEDULE 7

SUSTAINABILITY

1. DEFINITIONS

- "Adjoining Site"** means the site identified as "Plot 2" on Map 17 of the Bromley-by-Bow SPD adopted by the LPA (April 2017)
- "Application Stage Report"** means the report entitled 'District Energy Summary 17.11.2017 Revision 1a SUSTAINABILITY' by Hoare Lee
- "Carbon Offset Payment"** means the sum of £698,000 (Indexed) having been calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) as follows:

Carbon gap (Tonnes of Co2) x Price of Carbon (£60) x 30 (years) = offset payment

to be applied by the LPA towards Carbon Offset Projects
- "Carbon Offset Projects"** means:

 - (a) projects identified in accordance with Part 5 of the LPA's adopted Carbon Offset SPD (August 2016) or any adopted policy or supplementary planning document which supersedes that document; and/or
 - (b) any GLA carbon offsetting projects and/or funds
- "District Energy Network"** means the Queen Elizabeth Olympic Park district energy network
- "Future Proofing Measures"** means future proofing measures within the Development including but not limited to heating system tap-offs and identified distribution routes to enable:

 - (a) future expansion of the On Site CHP Plant to other parts of the Masterplan Area and any future nearby and existing developments; and
 - (b) future connection of the Development to the District Energy Network or any alternative Off Site district energy network including the Masterplan Area Energy Network
- "Masterplan Area Energy Network"** means a combined heat and power engine and heat network to deliver heating and hot water to serve the whole Masterplan Area
- "On Site CHP Plant"** means the on-site combined heat and power engine and associated heat network comprised within the Development

2. CONNECTION TO ENERGY NETWORK

- 2.1 The Developer covenants that from the date of Commencement until the date of Substantial Implementation, the Developer shall use Reasonable Endeavours to secure:

 - 2.1.1 the extension of the District Energy Network to the Site; and

- 2.1.2 (as an alternative in the event that the extension of the District Energy Network to the Site is not secured) the provision of a Masterplan Area Energy Network including but not limited to negotiations with the other landowners within the Masterplan Area
- 2.2 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Developer has submitted:
 - 2.2.1 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above which may take the form of an update to the Application Stage Report; and
 - 2.2.2 a written report to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.2 above and the progress made towards securing the provision of a Masterplan Area Energy Network which may take the form of an update to the Application Stage Report
- 2.3 If the report submitted to the LPA pursuant to paragraph 2.2.1 demonstrates that it will be possible to extend or procure the extension of the District Energy Network to the Site, no Building shall be Occupied unless and until it has been connected to the District Energy Network and the obligations relating to the provision of a Masterplan Area Energy Network shall have no further effect.
- 2.4 If the report submitted pursuant to paragraph 2.2.1 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 but the report submitted to the LPA pursuant to paragraph 2.2.2 demonstrates that it will be possible to provide a Masterplan Area Energy Network, no Building shall be Occupied unless and until it has been connected to the Masterplan Area Energy Network.
- 2.5 If the report submitted pursuant to paragraph 2.2.1 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 and the report submitted pursuant to paragraph 2.2.2 concludes that it will not be possible (including but not limited to technical and/or financial factors) to provide a Masterplan Area Energy Network:-
 - 2.5.1 the Developer shall provide the On Site CHP Plant;
 - 2.5.2 no Building shall be Occupied unless and until it has been connected to the On Site CHP Plant; and
 - 2.5.3 the Developer shall permit buildings constructed on the Adjoining Site to connect to the On Site CHP Plant
- 2.6 Save where the District Energy Network is extended to the Site:
 - 2.6.1 no works comprised in the Development beyond the Preparatory Works and the excavation of the Basement shall be carried out until the Developer has submitted and obtained the LPA's written approval to the Future Proofing Measures;
 - 2.6.2 the Developer shall incorporate the approved Future Proofing Measures within the Development; and
 - 2.6.3 no part of the Development shall be Occupied unless and until the Developer has submitted a report to the LPA demonstrating that the approved Future Proofing Measures have been incorporated within the Development.

3. **CARBON OFFSET PAYMENT**

- 3.1 The Developer shall pay the Carbon Offset Payment to the LPA prior to Commencement of Development and no part of the Development shall be Commenced until the Carbon Offset Payment has been paid to the LPA.

4. **REDUCTION OF ENERGY DEMAND**

4.1 The Developer shall use Reasonable Endeavours to encourage occupiers of the Development to reduce their energy usage which shall include (without limitation):-

- 4.1.1 dissemination of marketing materials and the provision of education and training (including tips and advice) on energy saving methods;
- 4.1.2 the promotion of the use of energy efficient appliances; and
- 4.1.3 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).

SCHEDULE 8

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings to be approved by the Planning Permission or any drawings prepared by the Architects to be approved by a S73 Permission as each may be varied by a S96A Amendment
- "Architects"** means (a) in respect of the Buildings, Assael Architecture Limited; and (b) in respect of the public realm and landscaping comprised in the Development, a landscape architect approved in writing by the LPA pursuant to paragraph 2.1.1 of this Schedule and **"Architect"** means one of them if the context so permits
- "Design Applications"** means (a) an application pursuant to Conditions 15, 16, 17, 19, 20 and 26 of the Planning Permission; (b) an application for a S96A Amendment; and/or (c) an application for a S73 Permission
- "Design Monitoring Costs"** means the monies paid in accordance with paragraph 3.1.2 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and construction works are carried out on the Site and to ensure that all such drawings and works are completed to a satisfactory quality and are consistent with the Approved Drawings
- "Design Team Statement"** means a statement prepared by the Developer specifying the design team involved in the preparation of the Design Application and which shall confirm the role of the Architects in its preparation
- "Development"** means for the purposes of this Schedule only the development of the Site and all other operations and/or works authorised by the Planning Permission as may be amended and/or replaced by a S96A Amendment and/or a S73 Permission
- "S96A Amendment"** means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
- "S73 Permission"** means a permission granted pursuant to an application for a minor material amendment pursuant to section 73 of the 1990 Act

2. DESIGN TEAM STATEMENT

2.1 No Design Application shall be submitted unless:

- 2.1.1 the Developer has submitted and obtained the LPA's written approval to the identity of a landscape architect who shall be the Architect for the purposes of making all of the relevant Design Applications and overseeing the delivery of the design quality of the public realm and landscaping comprised in the Development; and
- 2.1.2 it is accompanied by a Design Team Statement.

2.2 The Developer shall also submit a statement to the LPA specifying the design team retained in connection with the Development (including confirmation of the role of the Architects) upon

Commencement of the Development and every 6 (six) months during the construction of the Development until its Completion.

3. **DESIGN MONITORING COSTS**

3.1 If at any point either of the Architects is not retained to oversee the delivery of the design quality of the Development (including but not limited to the making of the Design Applications and overseeing the construction of the Development) the Developer shall forthwith:-

3.1.1 notify the LPA of such non-retention; and

3.1.2 pay to the LPA within 10 Working Days of demand the Design Monitoring Costs and it is agreed that:-

- (a) such costs may relate either to staff employed directly by the LPA or third party consultants retained by the LPA;
- (b) the LPA may make more than one demand for payment of Design Monitoring Costs; and
- (c) when the LPA notifies the Developer of the amount of the Design Monitoring Costs to be paid it shall also provide a detailed break-down setting out how the amount has been calculated and how such monies will be spent

PROVIDED THAT the amount payable to the LPA in Design Monitoring Costs shall not exceed £50,000 (Indexed).

4. **RESTRICTION ON DEVELOPMENT**

4.1 The Development shall not Commence until the Developer has either:-

4.1.1 provided satisfactory evidence to the LPA that the Architects will be retained to oversee the delivery of the design quality of the Development in accordance with the Approved Drawings; or

4.1.2 paid the first instalment of the Design Monitoring Costs if one or both of the Architects have not been retained to oversee the design quality of the Development.

4.2 No Development shall be carried out if the Design Monitoring Costs have not been paid in accordance with paragraph 3.1.2.

4.3 No Development shall be carried out otherwise than in accordance with the Approved Drawings unless agreed in writing by the LPA and the LPA may require the relevant Architect to approve any subsequent changes in writing before the LPA gives its own written approval under this paragraph.

SCHEDULE 9

ESTATE MANAGEMENT

1. DEFINITIONS

- "Detailed EMS"** means a detailed estate management strategy for the Masterplan Area which includes the details set out in paragraph 2.1 of this Schedule and which may be amended from time to time with the approval in writing of the LPA and in consultation with any developers of sites within the Masterplan Area who are required to comply with it
- "Framework EMS"** means the framework estate management strategy attached at Appendix 6 of this Agreement as the same may be subsequently amended from time to time by the Developer with the prior written agreement of the LPA
- "Joint Management Committee"** means a committee to oversee the management and maintenance of public realm within the whole or part of the Masterplan Area established in accordance with the approved Detailed EMS or Alternative Detailed EMS (as appropriate)
- "Landscaping Works"** means any hard or soft landscaping works comprised in the Development
- "Related Obligation"** means a planning obligation contained in an agreement made under section 106 of the 1990 Act in connection with the development of another part of the Masterplan Area which reflects the obligations contained in this Schedule.

2. ESTATE MANAGEMENT STRATEGY

- 2.1 Unless paragraph 2.2 applies, prior to commencing any Landscaping Works the Developer shall submit and obtain the LPA's written approval to a detailed estate management strategy which shall:
- 2.1.1 set out a proposed management and maintenance regime for those parts of the public realm in the Masterplan Area that will remain in private ownership following redevelopment, to include:
- (i) standardised methods of management;
 - (ii) minimum service level standards;
 - (iii) a charter to define the commitment to occupiers and visitors of the Masterplan Area relating to public realm management to ensure the vision formulated at the master planning stage is maintained throughout the life of the developments undertaken in the Masterplan Area; and
 - (iv) key performance indicators to measure compliance;
- 2.1.2 detail the proposed arrangements for setting up a management company or companies to manage the public realm in the Masterplan Area following redevelopment, which shall include consideration of setting up a site wide trust and management company for the whole Masterplan Area;
- 2.1.3 set out the arrangements for the funding of management and maintenance of those parts of the public realm in the Masterplan Area that will remain in private ownership,

which shall include consideration of the potential for a Masterplan Area site wide service charge;

- 2.1.4 detail the proposed arrangements for establishing a committee (to be known as the Joint Management Committee) to oversee the management and maintenance of public realm within the whole or part of the Masterplan Area which each developer of the Masterplan Area may be required (through a Related Obligation) to be part of, such details to include operating procedures for the management committee, terms of reference, membership, and engagement with developers of future phases within the Masterplan Area;
- 2.1.5 be based on and expand upon the principles contained in the Framework EMS and the Bromley-by-Bow SPD;
- 2.1.6 confirm whether the owners of other sites in the Masterplan Area have been consulted on the preparation of the strategy; and
- 2.1.7 confirm whether the strategy is submitted jointly with the owners of other sites in the Masterplan Area for approval by the LPA.

2.2 The Developer shall not be required to submit a detailed estate management strategy pursuant to paragraph 2.1 of this Schedule if a Detailed EMS has been submitted to and approved by the LPA pursuant to a Related Obligation and the Developer and the LPA have agreed in writing that the Developer shall comply with that approved Detailed EMS (the "Alternative Detailed EMS").

2.3 No part of the Development shall be Occupied until:

- 2.3.1 the Detailed EMS has been submitted to and approved by the LPA or the Developer and the LPA have agreed in writing that the Developer will comply with an Alternative Detailed EMS; and
- 2.3.2 the Joint Management Committee has been established in accordance with the approved Detailed EMS or Alternative Detailed EMS.

2.4 The Developer shall comply with the Detailed EMS or Alternative Detailed EMS (as appropriate) and actively participate in the Joint Management Committee for the lifetime of the Development PROVIDED THAT for the avoidance of doubt the Developer shall not be required to comply with a detailed estate management strategy which has been submitted to and approved by the LPA pursuant to a Related Obligation if it has not agreed in writing to comply with it.

SCHEDULE 10

PUBLIC OPEN SPACE AND PLAY AREAS

1. DEFINITIONS

"Delivery Plan"

means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:-

- (a) the specification of the PAOS
- (a) the specification of the Play Areas including how they 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 Delivery Plan is approved by the LPA); and
- (b) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Space

"Permitted Closures"

means temporary closure of any area of PAOS or the Play Areas (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 carrying out maintenance, repair, cleansing, renewal, or resurfacing works of the area of the PAOS or Play Areas in question, any cables, wires, pipes, sewers, drains or ducts over along or beneath them or any other area or services in the vicinity of the PAOS or Play Areas
- (c) where such temporary closure is required for the purposes of carrying of inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) 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
- (e) 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

- "Play Areas"** means the areas shown hatched red on the plan marked "Plan 7" attached at Appendix 1 of this Agreement
- "Publicly Accessible Open Space" or "PAOS"** means areas shown hatched red on the plan marked "Plan 3" attached at Appendix 1 of this Agreement
- "Safeguarded Space"** means the area shown edged purple on the plan marked "Plan 8" attached at Appendix 1 of this Agreement

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

2.1 No works comprised in the Development beyond Substantial Implementation shall be carried out until the Delivery Plan has been submitted to and approved by the LPA.

2.2 The Development (and in particular the construction, laying out and completion of the PAOS and Play Areas) shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREA

3.1 From the date of Completion of the Publicly Accessible Open Space and Play Areas (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 Publicly Accessible Open Space and Play Areas 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 Publicly Accessible Open Space or Play Areas except in accordance with the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREA

The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Detailed EMS approved pursuant to Schedule 9.

5. SAFEGUARDED SPACE

5.1 If requested by the LPA, having consulted with the Developer and TfL on safety matters, the Developer shall permit the general public to have continuous access on foot and (if appropriate, by bicycle) to the Safeguarded Space free of charge at such times as are agreed with the LPA and TfL **SUBJECT TO:-**

5.1.1 Permitted Closures; and

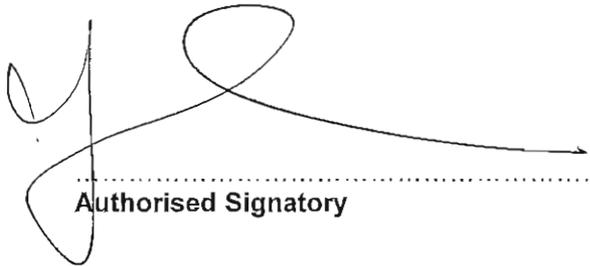
5.1.2 any lawful requirements of the police or any other competent authority.

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

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

)
)
)




.....
Authorised Signatory

EXECUTED as a Deed (but not delivered until dated) by PLOT (BROMLEY-BY-BOW) LLP acting by

)
)
)
)
)



Director

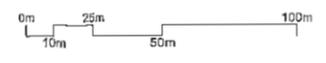
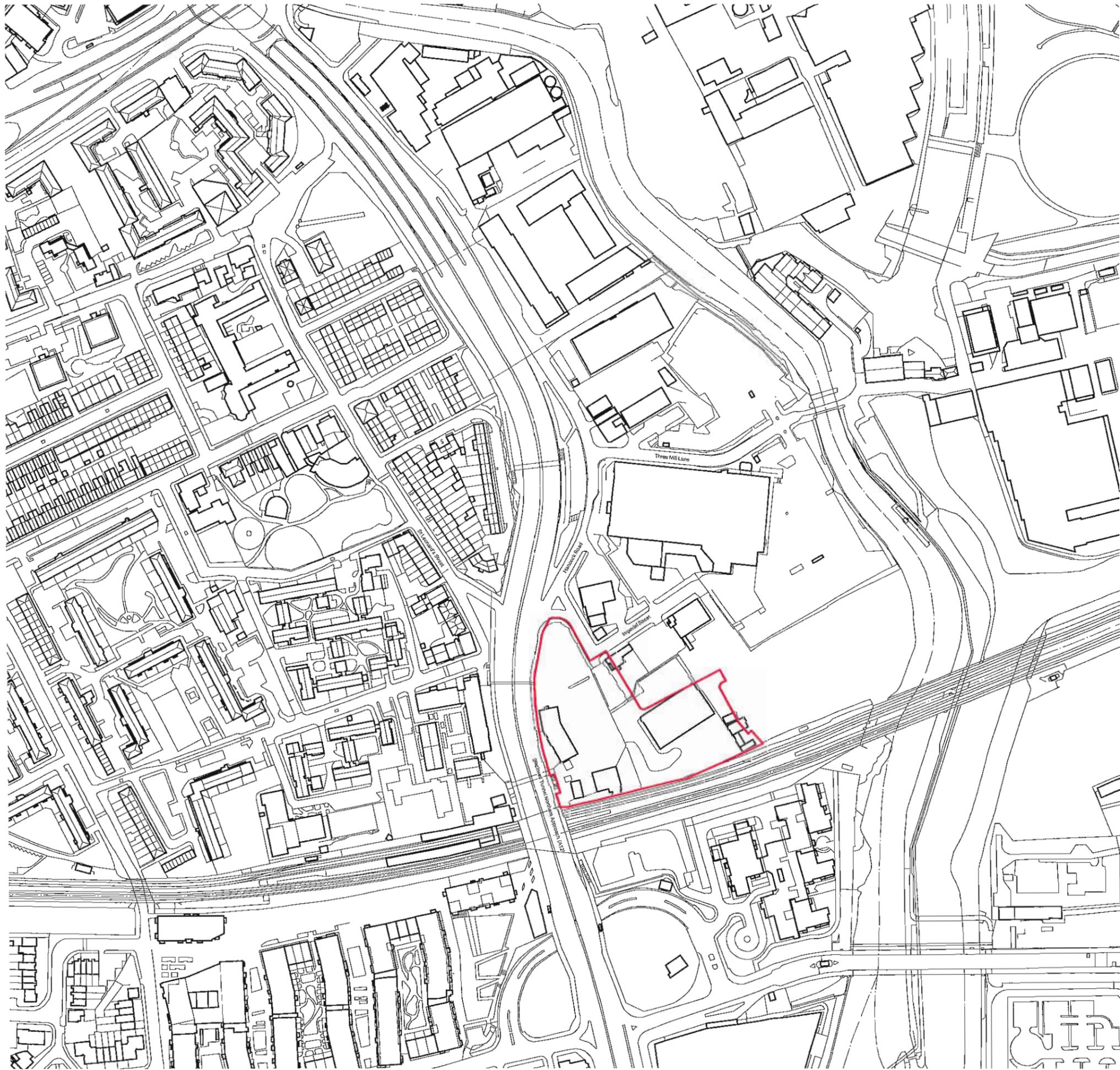
.....

In the presence of:

MARGARET KATE POULTER . Name
1 BRUTON STREET, LONDON: Address
W1J 6FL .

APPENDIX 1

PLANS



PLAN 1

N

General notes

All buildings and walls to be checked on site
 All levels must be checked on site and color to
 Ordnance Datum Newlyn unless otherwise stated
 All dimensions and other data must be checked on site
 All drawings must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other
 relevant drawings, specification clauses and current design risk
 register
 This drawing must not be used for land transfer purposes
 Calculations must be checked with Assael Architecture's
 Engineer's Office for the benefit of Assael
 This drawing must not be a condition site access record for
 any purpose
 Subject to survey, consultation and approval from all statutory
 authorities

Revision Status
 P1
 07/08/17

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Electronic file reference

A2774 000 Working Files

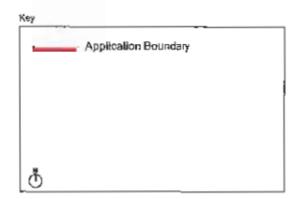
Status	Revision	Date	CRN	CHK	CDM
P1	Planning Substation	07/08/17	JW	EN	

Purpose of information

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 drawing is for:

- Information
- Comment
- Client approval
- Construction

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 for construction.



Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access House

Drawing title

Existing Site
Location Plan

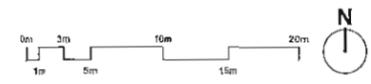
Scale @ A1 size	Date
1:1250	Aug '17

Drawing N°	Status & Revision
A2774 001	P1



Assael Architecture Limited
 123 Upper Richmond Road
 London SW15 2TL

T +44 (0)20 7755 7744
 E info@assael.co.uk
 W www.assael.co.uk



General notes

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This drawing must not be used for land transfer purposes.

This drawing must be used in accordance with Assael Architecture's Terms of Appointment, Availability of Areas and the Building Regulations.

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Revisions table:
 - = Proposed
 - = Deleted
 - =

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Status	Revision	Date	DRN	CHK	CDM
P1	Planning Submission	07/08/17	KM	EN	



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- Comment
- Client approval
- Construction

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Client
PLOT (Bromley-by-Bow) LLP

Project title
Clockhouse and Access House

Drawing title
Proposed Block D Roof Plan

Scale @ A1 size	Date
1:250	Aug '17

Drawing N°	Status & Revision
A2774 228	P1



General notes
 All drawings shall be read in conjunction with the relevant Design Statement given in the Design Statement and the relevant Design Statement given in the Design Statement.
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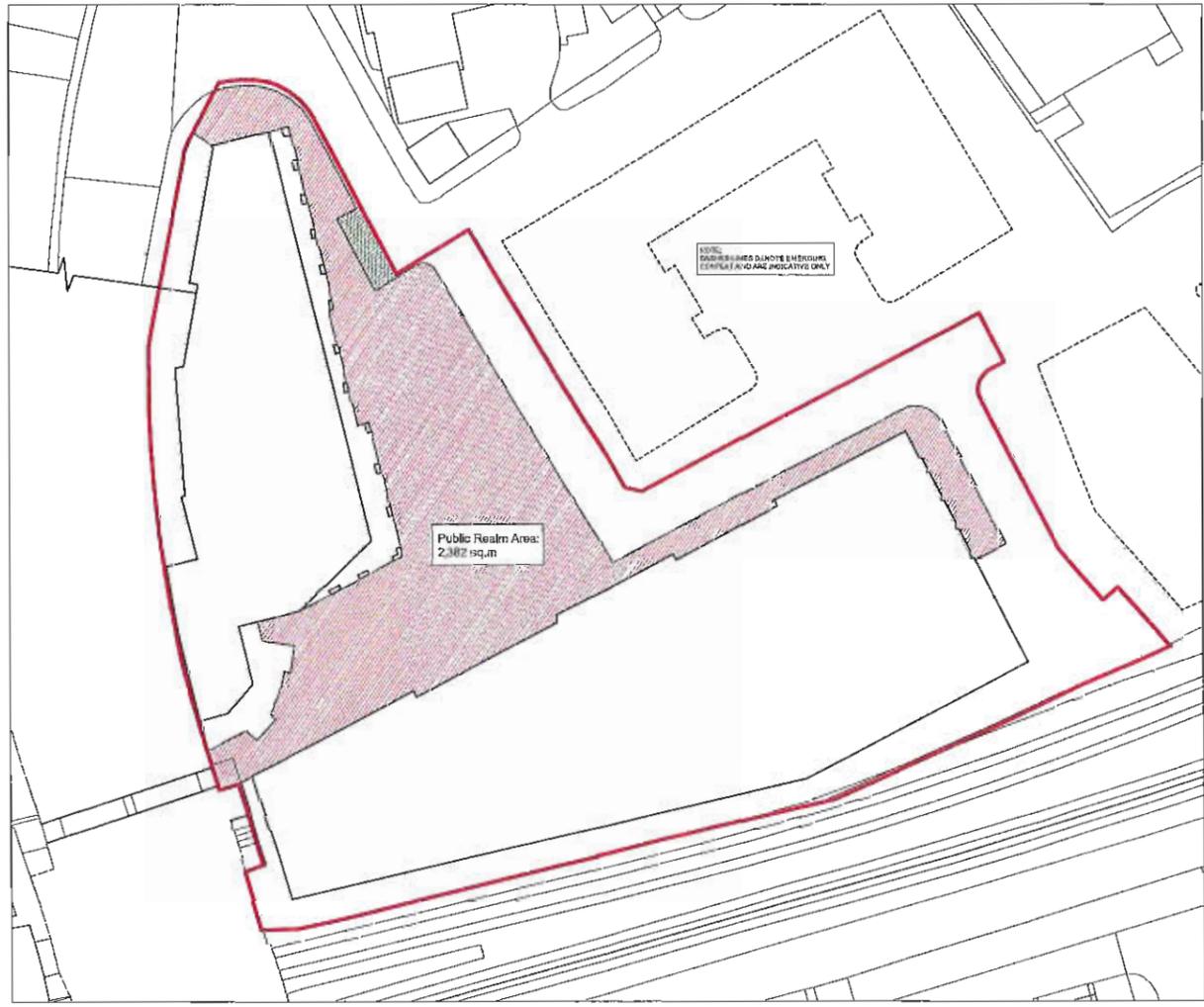
Revision
 P: Preliminary
 C: Contract

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Electronic file reference
 A2774 BBB Working Files

Status R Revision Date DRN CHK COM



Ground Floor



First Floor

Key

- Application boundary
- Public realm area (total area of 2,928 sqm over both levels) (Pink shading)
- Sanctuary Cycle docking station (Green shading)
- Subsidiary Cycle docking station (Blue shading)

Purpose of information

The purpose of this information on this Planning drawing is for:

- Information
- Comment
- Client approval
- Construction

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Client
PLOT (Bromley-by-Bow) LLP

Project title
Clockhouse and Access

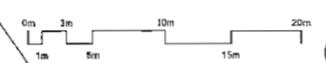
Drawing title
Section 106 Public Realm

Scale @ A1 size Date
1:500 Aug '17

Drawing N°
A2774 SK171206 02



PLAN 4



General notes

All settings must be checked on site.
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless otherwise stated.
 All heights and weatherings must be checked on site.
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 Calculated areas in accordance with Assael Architecture's Definition of Area for Schedule of Areas.
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Revision Status
 P=Preliminary
 C=Contact

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Drawing notes

Electronic file reference
 A2774 BBB Working Floor

Status	Revision	Date	DRN	CHK	CDM
P1	\$106 Submission	25/05/18	AF		

Key
 Application Boundary

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client
 PLOT
 (Bromley-by-Bow) LLP

Project title
 Clockhouse and Access

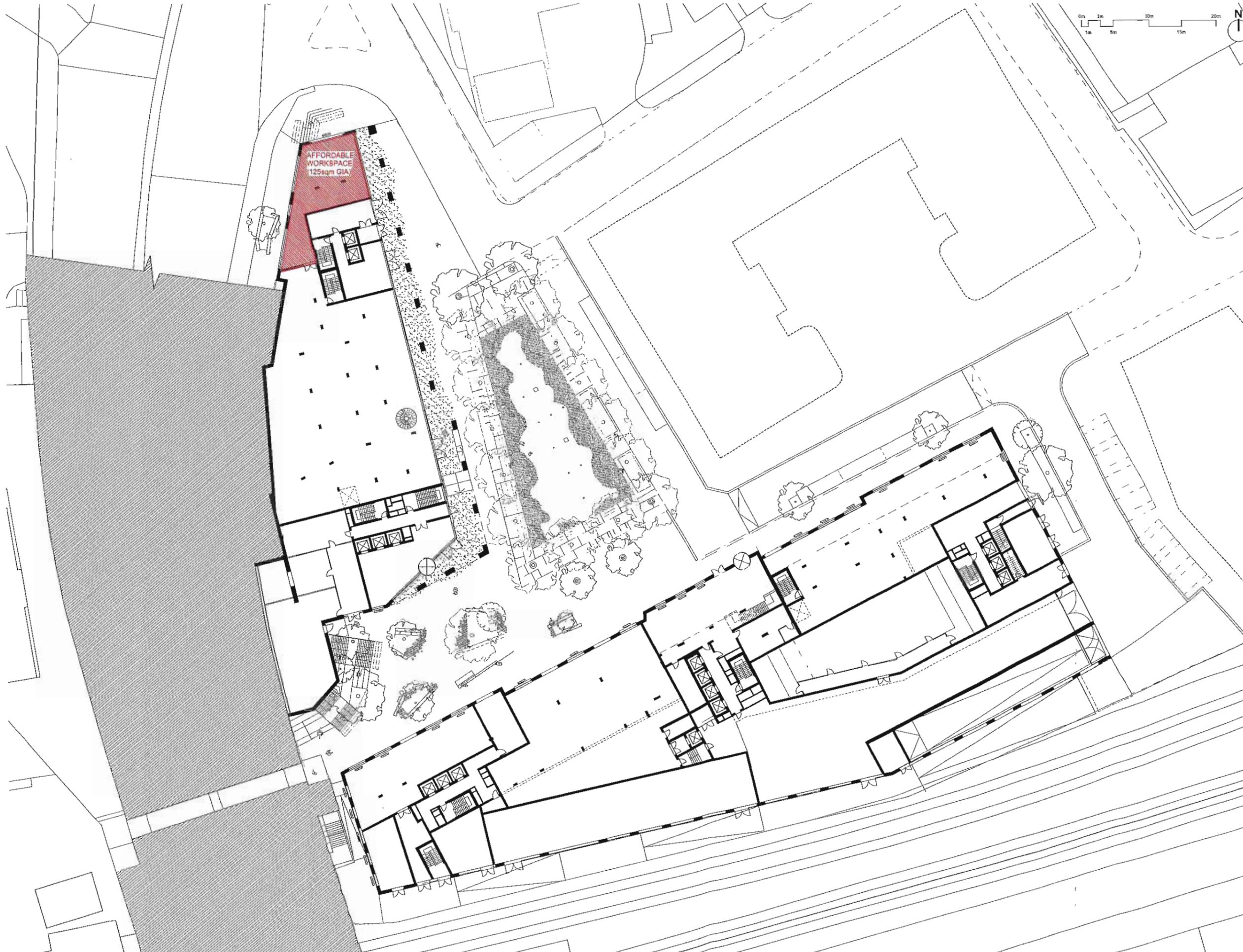
Drawing title
 Proposed Ground Floor Plan
 Affordable Workspace

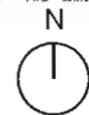
Scale @ A1 size **Date**
 1:250 May '18

Drawing ID **Status & Revision**
 A2774 SK18052501P1



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 London SW15 2TL
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 info@assael.co.uk
 www.assael.co.uk





— Bromley By Bow Sport Boundary

<p>LEGACY DEVELOPMENT CORPORATION Level 10, 1 Stratford Place Montfichet Road, London E20 1EJ +44 (0) 20 3288 1800 info@londonlegacy.co.uk</p>	
<p>Project: s106 Drawing: 17/00344/FUL - Land at Clockhouse & Access House, E3 3EA</p>	
<p>Location: Bromley By Bow</p>	
<p>Drawing Title: Sports Contribution Area</p>	
<p>Drawing Reference: Status: For Information Issue: 001 Date: 07/03/2018 Scale: 1:5000 @ A3 Drawn by: AM Checked by: ST</p>	

PLAN 7



General notes

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Revision Status:
 P - Preliminary
 C - Contract

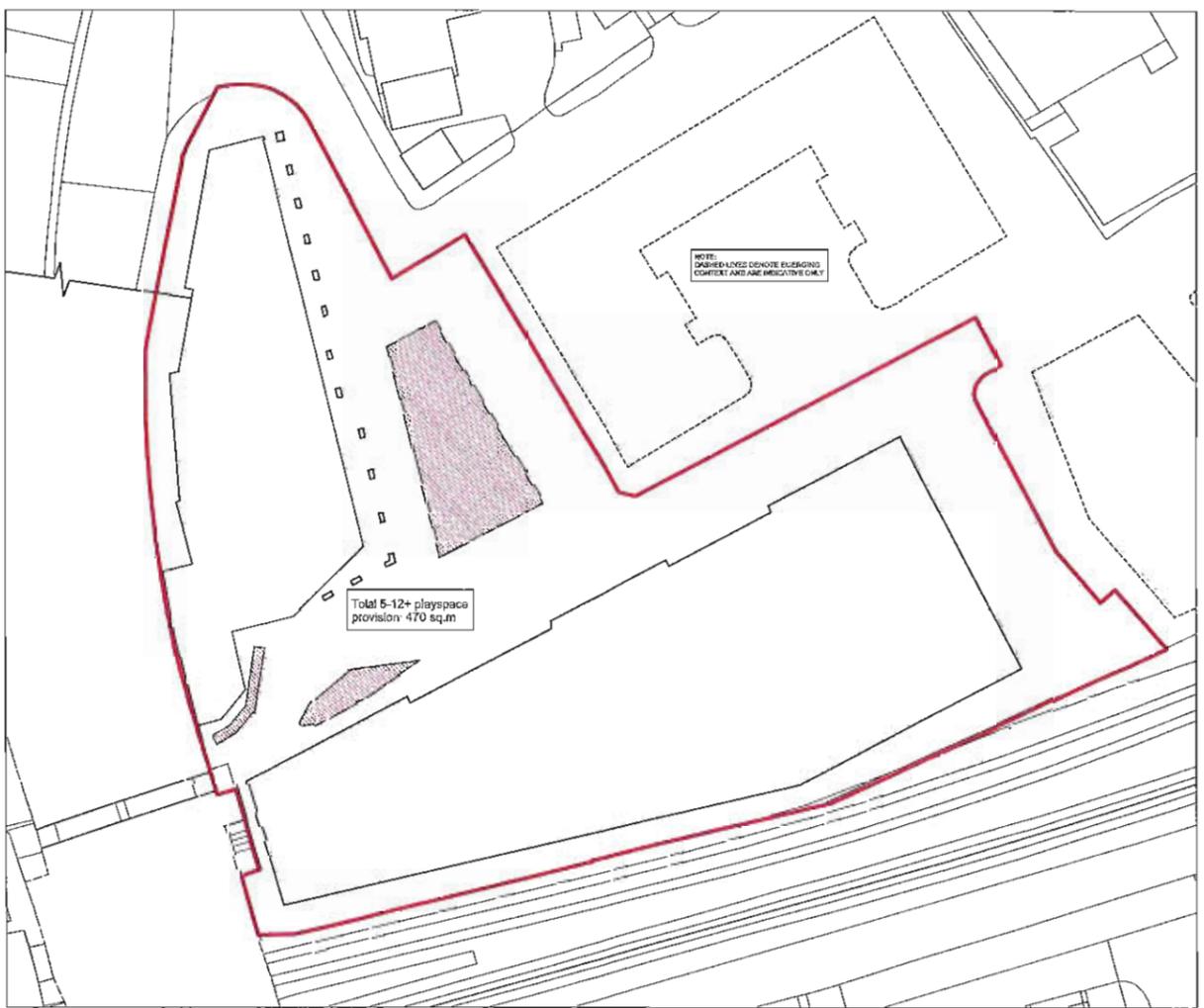
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Drawing notes

Electronic file reference
 A2774 BBB Working Files

Status	Revision	Date	DRN	CHK	COM
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Ground Floor



First Floor

Key

- Application Boundary
- 5-12+ playspace provision (470 sqm total)
- Under 5 playspace provision (not shown)

Purpose of Information

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- Information
- Comment
- Approval
- Construction

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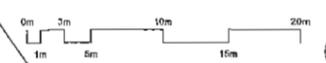


Client
PLOT (Bromley-by-Bow) LLP
 Project title
Clockhouse and Access

Drawing title
Section 106 Public Realm - Playspace Provision
 Scale @ A1 size
1:500
 Date
Aug '17
 Drawing N°
A2774 SK171206 04



PLAN 8



General notes

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 C1 Contact

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Drawing notes

Electronic file reference

A2774 DBB Working Files

Status	Revision	Date	DTN	CHK	CDM
P1	Planning Substation	07/03/17	KM	EN	

Key

Application Boundary

Purpose of information

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- Information
- Comment
- Client approval
- Construction

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Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Ground Floor Plan

Scale @ A1 size D12

1:250 Aug '17

Drawing N° Status & Revision

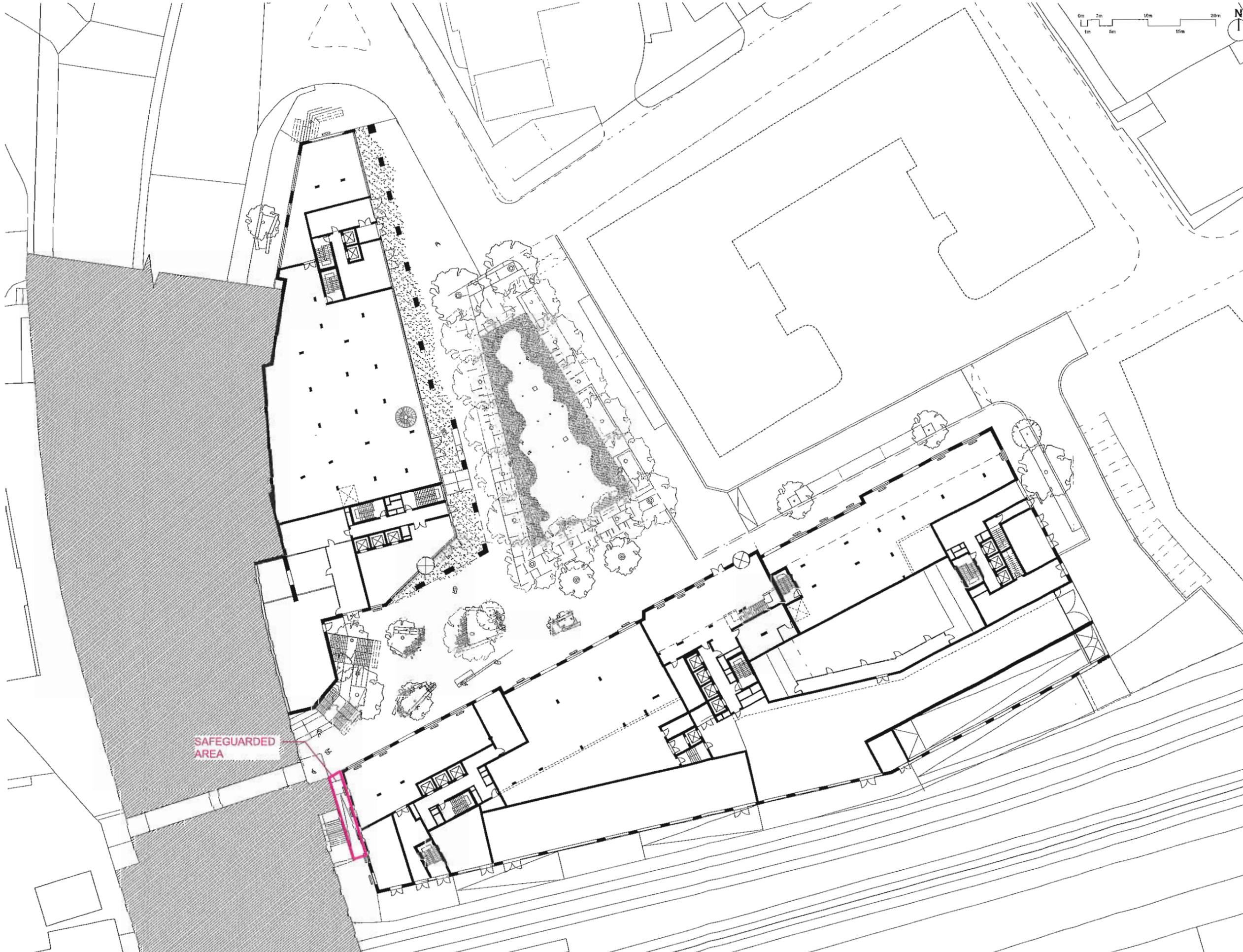
A2774 SK180226 P1



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 W www.assael.co.uk

SAFEGUARDED AREA



APPENDIX 2

DRAFT PLANNING PERMISSION

FULL PLANNING PERMISSION APPROVAL

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

Please see notes at the end of this notice

Applicant

Agent

Plot (Bromley by Bow) LLP (PLOT) &
Danescroft Land Limited ('Danescroft')
c/o Agent

Alex Christopher,
GL Hearn Limited
280 High Holborn
London
WC1V 7EE

Part I - Particulars of Application

Date of Application: 07-Aug-2017

Application No: 17/00364/FUL

Proposal: Full planning application for the demolition of the existing buildings on site and the construction of a residential-led mixed use scheme comprising a series of buildings ranging from one to 27 storeys in height to provide 3,570 sq m of flexible community, commercial and retail floorspace (Use Classes A1, A2, A3, A4, B1 and/or D1) at ground and mezzanine floor level, 491 residential units (Use Class C3) on the upper floors, parking/refuse/servicing at basement and ground floor, energy centre, communal amenity areas, and all associated landscaped public open space.

Location: Land at Clockhouse and Access House, Imperial Street, Bromley-by-Bow, London, E3 3AE

Part II - Particulars of Decision

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

1. Time Period

The development to which this permission relates must be begun no later than three years from the date of this decision notice.

Reason: To comply with the provisions of Section 91 of the Town and Country Planning Act 1990.

2. Approved Plans

The development, including demolition and construction, shall be carried out in accordance with the following details and plan numbers and retained thereafter:

A2774 001 - Existing Site Location Plan P1; A2774 100 - Existing Site Plan P1; A2774 110 - Demolition Plan P1; A2774 130 - Existing Site Sections A-A, B-B P1; A2774 140 - Existing Site Elevations P1; A2774 200 - Proposed Ground Floor Plan P1; A2774 201 - Proposed Mezzanine Floor Plan P1; A2774 202 - Proposed First Floor Plan P1; A2774 203 - Proposed Second Floor Plan P1; A2774 204 - Proposed Third Floor Plan P1; A2774 205 - Proposed Fourth Floor Plan P1; A2774 206 - Proposed Fifth Floor Plan P1; A2774 207 - Proposed Sixth Floor Plan P1; A2774 208 - Proposed Seventh Floor Plan P1; A2774 209 - Proposed Eighth Floor Plan P1; A2774 210 - Proposed Ninth Floor Plan P1; A2774 211 - Proposed Tenth Floor Plan P1; A2774 212 - Proposed Eleventh Floor Plan P1; A2774 213 - Proposed Twelfth Floor Plan P1; A2774 214 - Proposed Thirteenth Floor Plan P1; A2774 215 - Proposed Fourteenth Floor Plan P1; A2774 216 - Proposed Fifteenth Floor Plan P1; A2774 217 - Proposed Sixteenth Floor Plan P1; A2774 218 - Proposed Seventeenth Floor Plan P1; A2774 219 - Proposed Eighteenth Floor Plan P1; A2774 220 - Proposed Nineteenth Floor Plan P1; A2774 221 - Proposed Twentieth Floor Plan P1; A2774 222 - Proposed Twenty-First Floor Plan P1; A2774 223 - Proposed Twenty-Second Floor Plan P1; A2774 224 - Proposed Twenty-Third Floor Plan P1; A2774 225 - Proposed Twenty-Fourth Floor Plan P1; A2774 226 - Proposed Twenty-Fifth Floor Plan P1; A2774 227 - Proposed Twenty-Sixth Floor Block D Roof Amenity Plan P1; A2774 228 - Proposed Block D Roof Plan P1; A2774 230 - Proposed Basement Floor Plan P1; A2774 240 - Proposed Site Plan Existing Context P1; A2774 250 - Proposed Site Plan Emerging Context P1; A2774 300 - Sectional Elevations A-A P1; A2774 301 - Sectional Elevations B-B P1; A2774 302 - Sectional Elevations C-C P1; A2774 303 - Sectional Elevations D-D & E-E P1; A2774 304 - Sectional Elevations F-F P1; A2774 305 - Sectional Elevations G-G P1; A2774 306 - Sectional Elevations H-H P1; A2774 400 - Elevation 1 P1; A2774 401 - Elevation 2 P1; A2774 402 - Elevation 3 P1; A2774 403 - Elevation 4 P1; A2774 404 - Elevation 5 P1; A2774 405 - Elevation 6 P1; A2774 420 - Site Elevations P1; A2774 500 - Typical Façade Study Building A; A2774 501 - Typical Façade Study Link Buildings; A2774 502 - Typical Façade Study Buildings C & E; A2774 503 - Typical Façade Study Building D; A2774 700 - Proposed Area Schedule P1.

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

Reason: To ensure that all works are properly implemented and retained.

3. Notice of Commencement

The development, including demolition, shall not be commenced until written notice of intention to commence the development has been given to the Local Planning Authority. The notice required by this condition shall only be given where there is a genuine prospect of development being commenced within 21 days of the notice and the notice shall confirm and provide written evidence that this is the case.

Reason: To ensure satisfactory compliance with this planning permission.

Pre commencement justification: To enable the LPA to monitor development.

4. Non-Road Mobile Machinery

No non-road mobile machinery (NRMM) shall be used on the site unless it is compliant with the NRMM Low Emission Zone requirements (or any superseding requirements) and until it has been registered for use on the site on the NRMM register (or any superseding register).

Reason: To ensure that air quality is not adversely affected by the development in line with London Plan policy 7-14 and the Mayor's SPG: The Control of Dust and Emissions during Construction and Demolition.

5. Archaeology

A) No demolition or development hereby permitted shall commence until a programme of archaeological work including a Written Scheme of Investigation has been submitted to and approved by the local planning authority in writing. The scheme shall include an assessment of significance and research questions, and all of the following:

- i. The provision of a site deposit model.
- ii. The programme and methodology of site investigation and recording.
- iii. The programme for post investigation assessment.
- iv. Provision to be made for analysis of the site investigation and recording.
- v. Provision to be made for publication and dissemination of the analysis and records of the site investigation.
- vi. Provision to be made for archive deposition of the analysis and records of the site investigation.
- vii. Nomination of a competent person or persons/ organisation to undertake the works set out within the Written Scheme of Investigation.

B) No demolition or development shall take place other than in accordance with the Written Scheme of Investigation approved under part (A) of this condition.

C) The development shall not be occupied until the site investigation and post investigation assessment has been completed in accordance with the programme set out in the Written Scheme of Investigation approved under part (A) of this condition and the provision made for analysis, publication and dissemination of results and archive deposition has been secured.

Reason: To safeguard the heritage assets by ensuring that any archaeological remains that may exist on site are not permanently destroyed.

Pre commencement justification: To ensure appropriate measures are adopted prior to commencement of the works to protect archaeological remains

6. Demolition and Construction Management Plan

No demolition or development hereby permitted shall commence until full details of the proposed construction methodology, in the form of a Method of Demolition and Construction Statement, have been submitted to and approved in writing by the local planning authority. The Method of Demolition and Construction Statement shall include details regarding:

- a) Hours of work and noise and vibration mitigation and monitoring measures;
- b) Safeguarding of buried services;
- c) The notification of neighbours with regard to specific works;
- d) Advance notification of road closures;
- e) Details regarding parking, deliveries, and storage (including hours of deliveries);
- f) Details of measures to prevent the deposit of mud and debris on the public highway;
- g) A feasibility survey shall be carried out to consider the potential for moving demolition and construction material from the site by waterborne freight.
- h) Details of compliance of construction vehicles with Construction Logistics and Community Scheme (CLOCS) standards and Fleet Operator Recognition Scheme (FORS) registration;
- i) Details of collaboration with adjoining development sites to mitigate against detrimental impacts; and
- j) Any other measures to mitigate the impact of construction upon the amenity of the area (including the River Lea and areas of adjacent habitat) and the function and safety of the highway network.

No demolition or development shall commence until provision has been made to accommodate all site operatives', visitors' and construction vehicles loading, off-loading, parking and turning within the site or otherwise during the construction period in accordance with the approved details. The demolition and construction shall thereafter be carried out in accordance with the details and measures approved in the Method of Demolition and Construction Statement unless otherwise approved in writing by the Local Planning Authority.

Reason: To avoid hazard and obstruction being caused to users of the public highway and to safeguard residential amenity from the start of the construction process.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

7. Construction & Demolition Dust Monitoring and Mitigation

Prior to commencement of development hereby permitted, a scheme for dust monitoring, assessment and mitigation for all demolition and construction activities shall have been submitted to and approved in writing by the Local Planning Authority. The scheme shall be substantially in accordance with the best practice guidance entitled 'The control of dust and emissions from construction and demolition' published by the GLA in November 2006 (or any subsequent revision) and shall include:

- The identification of dust sensitive premises to be used as the location for dust monitoring, including any arrangements proposed for amending the selected locations if new dust sensitive premises are introduced;
- The frequency and other arrangements for dust monitoring; and
- The arrangements for reporting the results of dust monitoring and the implementation of mitigation measures to the Local Planning Authority.

The demolition and construction shall thereafter be carried out in accordance with the scheme for dust monitoring, assessment and mitigation for all demolition and construction activities unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the construction of the development minimises its environmental impacts.

Pre-commencement justification: submission required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

8. Demolition and Construction Waste Management Plan

No demolition or development shall be commenced until a Demolition and Construction Waste Management Plan has been submitted to and approved in writing by the Local Planning Authority. The objectives of the management plan shall be to ensure all waste arising from demolition and construction works are managed in a sustainable manner, maximising the opportunities to reduce, reuse and recycle waste materials. The management plan shall also detail the compliance and assurance requirements to be maintained on the Site during all phases of works including site preparation and remediation. The management plan shall include as a minimum the following information:

- Classification of all waste including hazardous waste according to current legislative provisions;
- Performance measurement and target setting against estimated waste forecasts;
- Reporting of project performance on quantities and options utilised;
- Measures to minimise waste generation;
- Opportunities for re-use or recycling;
- Provision for the segregation of waste streams on the Site that are clearly labelled;
- Licensing requirements for disposal sites;
- An appropriate audit trail encompassing waste disposal activities and waste consignment notes;
- Measures to avoid fly tipping by others on lands being used for construction. Returns policies for unwanted materials;
- Measures to provide adequate training and awareness through toolbox talks; and
- Returns policies for unwanted materials.

The demolition and construction shall thereafter be carried out in accordance with the Demolition and Construction Waste Management Plan unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the construction of the Development minimises its environmental impacts.

Pre-commencement justification: The submission is required prior to commencement to ensure that the Local Planning Authority to ensure that the impact of the construction is appropriately mitigated.

9. Drainage Strategy

Prior to the commencement of the development hereby permitted, full details of the proposed surface water drainage, for the demolition, construction and operation phases of the development, shall be submitted to and agreed in writing by the Local Planning Authority, and thereafter implemented in accordance with the approved details unless otherwise agreed in writing.

Reason: To determine the potential for pollution of the waterway and likely volume of water. Potential contamination of the waterway and ground water from wind blow, seepage or spillage at the site, and high volumes of water should be avoided to safeguard the waterway environment and integrity of the waterway infrastructure.

Pre-commencement justification: to ensure that an appropriate drainage strategy can be implemented on site.

10. Water Supply Infrastructure

Prior to the commencement of the development hereby permitted an impact study of the existing water supply infrastructure shall have been first submitted to, and approved in writing by the Local Planning Authority (in consultation with Thames Water). The study shall determine the magnitude of any new additional capacity required in the system and a suitable connection point which shall be installed prior to the first occupation of the development.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with additional demand.

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the water supply infrastructure has sufficient capacity to deal with additional demand.

11. Piling Method Statement

No piling including impact piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for impact on ground water, damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the Local Planning Authority, in consultation with Thames Water and The Environment Agency. All piling shall be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure

and some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution.

12. Railway Infrastructure Safeguarding

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

- Provide details on all structures.
- Provide details on the use of tall plant/scaffolding.
- Accommodate the location of the existing London Underground structures.
- London Underground inspection and maintenance teams will require 24 hour unrestricted access to the south elevation of the site (specifically to the retaining wall on the boundary). Any fence lines, walls etc shall not restrict this access. In the case where access to a required area is gated, an appropriate mechanism shall be agreed in writing with London Underground prior to the installation of the gate in order to maintain access.
- Demonstrate access to elevations of the building adjacent to the property boundary with London Underground can be undertaken without recourse to entering London Underground land.
- Demonstrate that there will at no time be any potential security risk to London Underground railway, property or structures.
- Accommodate ground movement arising from construction.

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

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with The London Plan 2015 and 'Land for Industry and Transport' Supplementary Planning Guidance 2012.

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the adjacent railway infrastructure is appropriately safeguarded.

13. Highway Infrastructure Safeguarding

Prior to the commencement of the development hereby permitted, construction methodology and details of demolition, excavations and superstructure shall be submitted to and approved in writing by the Local Planning Authority (in conjunction with TfL).

Reason: To ensure that the development does not impact on existing highway infrastructure and that the existing and proposed structures.

Pre-commencement justification: to ensure that no construction activities are commenced without confirmation that the adjacent highway infrastructure is appropriately safeguarded.

14. Contamination

A) Other than for above ground demolition works, no demolition or development hereby permitted shall commence until the following components of a scheme to deal with the risks associated with contamination of the site have been submitted to and approved in writing by the local planning authority:

- i) A site investigation scheme, based on previous findings to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site;
- ii) The site investigation results and the detailed risk assessment resulting from i);
- iii) An options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken;
- iv) A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in iii) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action.

The development shall thereafter be implemented in accordance with the details and measures approved.

B) Prior to occupation of any part of the development, a verification report demonstrating completion of the works set out in the approved remediation strategy and the effectiveness of the remediation shall be submitted to and approved in writing by the local planning authority. The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met. It shall also include any plan ("long-term monitoring and maintenance plan") for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action as identified in the verification plan, and for the reporting of this to the local planning authority.

C) If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted and obtained written approval from the Local Planning Authority for an amendment to the remediation strategy detailing how this unexpected contamination will be dealt with.

Reason: To protect the health of future users or occupiers of this site and the wider environment.

Pre-commencement justification: to ensure there is no detrimental health impacts on future users or occupants of the site.

15. Materials

Prior to the commencement of any above ground works of the development hereby permitted, samples and a schedule of the materials to be used in the external elevations shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Brick (including mortar);
- b) Windows frames;
- c) External doors;
- d) Balustrades;
- e) Privacy screens;
- f) Balconies;

- g) Shopfronts; and
- h) Rainwater goods.

Reason: To ensure that the external appearance of the building is satisfactory.

16. Detailed Design

Prior to the commencement of any above ground works pursuant to the development hereby permitted, detailed architectural drawings (at scales of 1:5, 1:10 or 1:20 where appropriate) shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter built in accordance with the approved details. The following details are required:

- a) Detailed brick elements;
- b) Windows;
- c) Building entrances (including cycle, plant and refuse stores);
- d) Shopfronts;
- e) Soffits;
- f) Parapets;
- g) Balconies (including soffits and balustrade detailing)

Reason: To ensure that the construction detailing and external appearance of the building is satisfactory

17. Landscape Plan

Prior to the commencement of above ground works pursuant to the development hereby approved, a landscaping scheme shall be submitted to and approved in writing by the local planning authority. The development hereby permitted shall be thereafter carried out in accordance with the approved details prior to the date of first occupation. All tree, shrub and hedge planting included within the above specification shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or subsequent superseding equivalent) and current Arboricultural best practice. The submitted details are expected to demonstrate the following:

- a) The quantity, size, species (including invasive non-native species and associated control methods), position and the proposed time of planting of all trees and shrubs to be planted.
- b) An indication of how the planting would integrate with the proposal in the long term with regard to their mature size and anticipated routine maintenance and protection.;
- c) Specification of which shrubs and hedges to be planted that are intended to achieve a significant size and presence in the landscape;
- d) Details of hard landscaping, street furniture, lighting and short-stay cycle parking (minimum capacity: 37 spaces);
- e) Details of any proposed root barrier systems; and
- f) Details of green and blue roofs and walls.

Reason: In order to ensure high quality soft and hard landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

18. Replacement of dead/damaged planting

Any trees, shrubs or hedges included in the landscaping scheme for the development hereby permitted that die, are removed, become seriously damaged or diseased, within five years of planting, shall be replaced within the first planting season following death, removal, damage or disease.

Reason: In order to ensure long term retention of the landscaping in and around the site in the interests of the ecological value of the site and in the interests of visual amenity.

19. Cycle Parking

Prior to the commencement of any above ground works pursuant to the development hereby permitted, details of the provision to be made for long-stay cycle parking (minimum capacity: 762 residential spaces; 32 community/workspace spaces; and 5 retail/café spaces) shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking shall thereafter be implemented in full in accordance with the approved details before the occupation of the relevant block and shall thereafter be retained solely for its designated use.

Reason: To ensure adequate cycle parking is available on site and to promote sustainable modes of transport.

20. Waste and Recycling Storage

Prior to the first occupation of the development hereby permitted, details of waste and recycling storage for the development shall be submitted to and approved in writing by the Local Planning Authority. The waste and recycling storage shall be provided in accordance with the approved details prior to the commencement of the development hereby permitted, and shall thereafter be retained solely for its designated use. The waste and recycling storage areas/facilities are expected to demonstrate the following:

- The facilities are appropriately ventilated.
- Have a suitably robust design including walls that are fitted with rubber buffers and that any pipes/services are fitted with steel cages.
- Features gates/doors with galvanised metal frames/hinges and locks.
- Have sufficient capacity to service the relevant building/use.
- Have maintenance facilities including a wash-down tap and floor drain.

Reason: To ensure suitable provision for the occupiers of the development, to encourage the sustainable management of waste and to safeguard the visual amenities of the area.

21. BREEAM New Construction (Interim Rating)

Prior to the commencement of above ground works, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that the commercial and retail units hereby permitted have achieved an interim BREEAM rating of "Very Good" (shell only) under the BREEAM New Construction 2014 Scheme. The works shall thereafter be carried out in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority

Reason: To ensure that the development has an acceptable level of sustainability.

22. BREEAM New Construction (Final Certificates)

Within three months following the first occupation of the commercial and retail units hereby permitted, certificates from the Building Research Establishment shall be submitted to and approved in writing by the Local Planning Authority demonstrating that they have achieved a final BREEAM rating of "Very Good" shell only under the BREEAM New Construction 2014 Scheme. The approved details shall thereafter be maintained onsite unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the development has an acceptable level of sustainability.

23. Secured by Design

The development shall be constructed and operated thereafter to 'Secured by Design Standards'. A certificate of accreditation to Secured by Design Standards shall be submitted to the local planning authority for approval in writing prior first occupation of the residential development hereby permitted.

Reason: To ensure that the development maintains and enhances community safety

24. Car Parking Strategy and Car Parking Management Plan

, Prior to the commencement of development (except for demolition, remediation and piling), the following details shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

- a) A Car Parking Strategy providing details of car parking (including blue badge parking, provision for motorcycle parking and electric vehicle charging points), garaging, manoeuvring and the loading and unloading of vehicles shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of above ground works. The parking, manoeuvring and loading/unloading area shall be laid out and made available for use in accordance with the approved scheme before the development hereby permitted is occupied and that area shall not thereafter be used for any other purpose, or obstructed in any way.
- b) No part of the development hereby permitted shall be occupied until a car parking management plan (which shall set out how the car park will be operated and monitored including how residents with a disability will have priority access to a parking space) has been submitted to and approved in writing by the Local Planning Authority and the car park shall be operated in accordance with the approved plan for the lifetime of the development.

Reason: To enable vehicles to draw off, park and turn clear of the highway, minimising danger, obstruction and inconvenience to users of the adjoining highway and to minimise impact on amenity.

25. Service and Delivery Plan

Prior to the occupation of the development hereby permitted, a Service and Delivery Management Plan (including details of refuse collection for residential and commercial uses) shall be submitted to and approved in writing by the Local Planning Authority. The development hereby permitted shall thereafter be operated in accordance with the approved details.

Reason: To avoid obstruction of the surrounding streets and limit the effects of the increase in travel movements within the locality as well as safeguarding public safety and the amenity of the surrounding area.

26. Internal and External Plant Equipment

Prior to the commencement of the installation of any internal and external plant equipment and trunking, full details of such equipment, including building services plant, ventilation and filtration equipment and commercial kitchen exhaust ducting/ventilation, shall have been submitted to and approved in writing by the local planning authority. The development shall thereafter be carried out in accordance with the approved details and all flues, ducting and other equipment shall be installed in accordance with the approved details prior to the use commencing on site and shall thereafter be maintained in accordance with the manufacturers' instructions.

Reason: To ensure appropriate appearance and that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or to the area generally.

27. Noise Levels – Mechanical Equipment or Plant

Noise from any mechanical equipment or building services plant, as measured in accordance with BS4142: 2014, shall not exceed the background noise level L90B(A) 15 minutes, when measured outside the window of the nearest noise sensitive or residential premises.

Reason: To protect the amenities of adjoining occupiers and the surrounding area.

28. Lighting Strategy

Prior to the commencement of the installation of any external lighting, a lighting strategy shall be submitted and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the lighting scheme has been designed to ensure that it minimises impacts on bats and other species impacted by artificial lighting and minimises any impact upon residential amenity. Lighting design must follow advice set out in DCLG and BCT guidance. The lighting shall be carried out in accordance with the approved strategy.

Reason: To ensure that habitat provisions achieve their stated aim of providing value for biodiversity by ensuring considerate lighting design.

29. Hours of Operation

Prior to the first occupation of the development hereby permitted, details of the hours of operation for the commercial units hereby permitted shall be submitted to and approved in writing by the Local Planning Authority. The commercial units shall thereafter be occupied solely in accordance with the approved details unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that no nuisance or disturbance is caused to the detriment of the amenities of adjoining occupiers or users of the area generally.

30. Sustainable Urban Drainage

No building hereby permitted shall be occupied until the sustainable drainage scheme for the site has been completed in accordance with the submitted details. The sustainable drainage scheme shall be managed and maintained thereafter in accordance with the agreed management and maintenance plan which forms part of the submitted Drainage Strategy (Clockhouse and Access House Drainage Strategy August 2017).

Reason: To manage the water environment of the development and mitigate the impact on flood risk, water quality, habitat and amenity value.

31. Adaptable & Wheelchair Accessible Housing

At least ten per cent of the residential units hereby permitted shall be constructed to comply with Part M4(3) of the Building Regulations. Any communal areas and accesses serving the M4(3) compliant Wheelchair User Dwellings shall also comply with Part M4(3). All other residential units, communal areas and accesses hereby permitted shall be constructed to comply with Part M4(2) of the Building Regulations.

Reason: To secure appropriate access for disabled people, older people and others with mobility constraints

32. Potable Water

The residential dwellings hereby permitted shall achieve potable water use of 110 litres per person per day when calculated in line with the requirements of Building Regulations Part G2 unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

33. Imperial Street Vehicle Access

Prior to first occupation of the development hereby permitted, the detailed design of the final vehicle and pedestrian access to the site from Imperial Street shall be submitted to and approved in writing by the local planning authority. The access shall be thereafter implemented in accordance with the approved details and shall be retained thereafter unless otherwise agreed in writing by the local planning authority.

Reason: In the interests of the safety and operation of the highway network.

34. Parking Permit Free

No occupiers of the residential units hereby permitted, with the exception of disabled persons who are blue badge holders, shall apply to the Council for a parking permit or retain such permit, and if such permit is issued it shall be surrendered to the Council within seven days of written demand.

Reason: To avoid obstruction of the surrounding streets.

35. Permit Free Details

Prior to the first occupation of the development hereby permitted, arrangements shall be agreed in writing with the Local Planning Authority and be put in place to ensure that, with the exception

of disabled persons, no resident of the development shall obtain a resident's parking permit within any controlled parking zone which may be in force in the area at any time.

Reason: To avoid obstruction of the surrounding streets.

36. Ventilation Strategy

Prior to the commencement of above ground works, a Ventilation Strategy for the development hereby approved shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall demonstrate adequate mitigation measures with respect to NOx filtration or ventilation. The development shall be thereafter carried out prior to first occupation in accordance with the approved details and the mitigation measure maintained as part of the development unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure that the development is appropriately ventilated and achieve suitable level of internal air quality.

37. CHP Emissions

Any proposed CHP equipment to be installed within the development hereby permitted shall ensure that NOx emissions of $<95\text{mgNm}^{-3}$ are achieved and maintained unless otherwise first approved in writing by the Local Planning Authority in order to ensure that the building emissions is air quality neutral.

Reason: to ensure the development does not have an adverse impact on the local air quality.

38. Overheating

Prior to the commencement of above ground works, an updated overheating strategy (following the principles of the approved strategy found at 4.6 of the approved Energy Strategy) shall be submitted to and approved in writing by the Local Planning Authority. The approved strategy shall be implemented prior to first occupation and maintained on site unless otherwise agreed in writing by the Local Planning Authority. The strategy shall include details of the following:

- a) Passive measures included in the design and provided by the developer to mitigate against overheating including, but not limited to, floor to ceiling heights of at least 2500mm, internal blinds in bedrooms, glazing g-value of 0.65 or below, and openable windows (with appropriate provision for security on lower floors).
- b) Details of measures that would be installed to prevent overheating in common areas with communal heating pipework in line with objective 3.9 of CIBSE CP1.
- c) Details of any management strategies required to control overheating or information that will be supplied to occupants to support the strategy.
- d) Dynamic modelling in line with CIBSE TM59 shall be carried out to demonstrate that the measures installed are appropriate to control overheating without the need for mechanical cooling.

Reason: To ensure that suitable living conditions are achieved within the development and that the building does not overheat.

39. Wind

Prior to commencement of above ground construction works, details of wind mitigation measures including soft and hard landscaping and any façade details shall be submitted to and approved in writing by the Local Planning Authority. The submitted details shall demonstrate that the proposed mitigation results in acceptable conditions in terms of safety and comfort within and around the development. The development shall be thereafter carried out in accordance with the approved details and the mitigation measure maintained as part of the development thereafter.

Reason: In order to ensure a high quality of design and public realm in regards to wind safety and comfort.

40. Removal of Permitted Development Rights – General

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no enlargement, improvement, alteration, building, or enclosure permitted by Schedule 2, Part 1, Classes A, B, C, D, E or F of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the visual amenities of the area and ensure that the external appearance of the development is satisfactory.

41. Removal of Permitted Development Rights – Change of Use

Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 no change of use permitted by Schedule 2, Part 3, Class O of the Order shall be carried out or erected without the prior written permission of the Local Planning Authority.

Reason: To safeguard the provision of B1a office space within the development and the proposed Bromley-by-Bow District Centre.

42. Protected Species Survey

Prior to the commencement of demolition works, a suitably qualified ecologist shall undertake pre-construction protected species surveys across the site in order to confirm the absence of roosting bats and birds. Should protected species be identified on the site then details of a suitable methodology for the protection of the protected species shall be submitted to and approved in writing by the Local Planning Authority. The development shall be thereafter carried out in accordance with the approved details.

Reason: To safeguard the habitat of protected species and prevent irrevocable damage to habitat and wildlife.

Pre-commencement justification: to ensure that appropriate measures are taken to safeguard protected species in advance of demolition.

43. Residential Noise Standards

All residential premises shall be designed and constructed in accordance with BS8233:2014 'Sound insulation and noise reduction for buildings- Code of Practice' to attain the following internal noise levels:

Bedrooms- 30dB LAeq,T* and 45dB LAfmax

Living rooms- 35dB LAeq, D*

*T- Night-time 8 hours between 23:00-07:00

*D- Daytime 16 hours between 07:00-23:00.

The residential units shall be occupied in compliance with the details above.

Reason: To ensure that the occupiers and users of the development do not suffer a loss of amenity by reason of excess noise from environmental and transportation sources.

44. Sound Insulation and Noise Mitigation Details – Residential

Prior to the installation of acoustic insulation measures for the development hereby approved details shall have been submitted to and approved in writing by the Local Planning Authority for a scheme of acoustic insulation and any other necessary means of ventilation provided. The scheme shall include a glazing specification for all windows to ensure a good standard of internal noise can be achieved during day time and night time in accordance with the guideline levels of BS 8233: 2014: "Sound insulation and noise reduction for buildings – code of practice" or an equivalent standard. The residential units hereby permitted shall not be occupied until the noise attenuation scheme, including glazing specification, has been implemented in accordance with the approved scheme and thereafter permanently retained.

Reason: To ensure an adequate standard of residential amenity.

45. Sound Insulation and Noise Mitigation Details – Residential and Non-Residential

The Development shall not be occupied until details of a proposed sound insulation scheme to be implemented between the residential accommodation and any non-residential uses have been submitted to and approved in writing by the Local Planning Authority. Details should include airborne and impact sound insulation. The Development shall not be occupied until the noise mitigation measures approved as part of the sound insulation scheme have been installed. The approved scheme is to be completed prior to occupation of the Development and thereafter permanently retained.

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

46. Fabric Efficiency Standards

The development shall be built to meet as a minimum the interim Fabric Energy Efficiency Standards (FEES) for domestic dwellings. The following requirements shall apply:

- (a) the aforementioned standards shall be required in respect of any Residential Unit for which all Reserved Matters have been approved or lodged prior to the date of such abolition or replacement;
- (b) the aforementioned standards shall continue to be required in respect of any Residential Unit for which Reserved Matters are lodged in the period:
 - (i) commencing with the date of such abolition or replacement; and
 - (ii) ending on the date on which written approval is obtained from the Local Planning Authority (for the purposes of this Condition only, the "Approval Date") to an alternative means of assessing that the fabric efficiency performance of Residential Units is at least equivalent to the aforementioned standards (for the purposes of this Condition only, the "Alternative Certification");
- (c) the standards identified as part of the Alternative Certification shall be required in respect of any Residential Unit for which Reserved Matters are lodged following the Approval Date, and FEES shall no longer apply to such Residential Units.

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

47. Smart Meters and Reduction of Energy Demand

All Residential Units and Non-Residential Units constructed as part of the Development shall have installed at the time of construction smart meters (meaning a meter and any associated or ancillary devices which enables information to be communicated to or from it, using an external electronic communications network) for measuring the supply of electricity, gas and water consumption which shall as a minimum be designed to inform the occupants and owners of each Residential Units and Non-Residential Units (as appropriate) of the level of their usage by way of a digital display showing total power consumption and figures for cost and CO2 emissions and comparison of energy use on a daily, weekly or monthly basis.

Reason: To optimise the standards of sustainable design and construction

Informatives:

- 1) Under the terms of the Environmental Permitting Regulations a Flood Risk Activity Permit is required from the Environment Agency for any proposed works or structures, in, under, over or within 8 metres of the top of the bank of the River Lee, designated a 'main river'. A FRA permit will be required, including for headwall proposals into channel and floating reedbed.
- 2) Details of lower risk activities that may be Excluded or Exempt from the Permitting Regulations can be found on the gov.uk website. For further information please contact us at PSO.Thames@environment-agency.gov.uk.
- 3) The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to demolition; drainage; excavation; construction methods; tall plant; scaffolding; security; boundary treatment; safety barriers; landscaping and lighting.
- 4) With respect to Condition 24, electric vehicle charging points will be expected to demonstrate 20% active and 20% passive provision. The strategy will also need to set out how any additional demand for permit transfer scheme or blue badge parking by residents or employees will be monitored and managed
- 5) In relation to Condition 20, TfL will expect details of the cycle parking to be secured by condition, to include provision for creative, high quality fit-for-purpose facilities, including lockers and storage, and that at least 5% of spaces should be capable of accommodating non-standard cycles, in line with London Cycling Design Standards (LCDS).

Proactive and Positive Statement

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

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

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

A Hollingsworth

Anthony Hollingsworth

Director of Planning Policy and Decisions
London Legacy Development Corporation

DRAFT

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) or (Tel: 0117 372 8000).

To make an appeal online, please use 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.

APPENDIX 3

RELEASE APPLICATION

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

[Date]

[Reference]

Dear Sirs

Section 106 Agreement dated [] and made between (1) London Legacy Development Corporation; (2) Plot (Bromley-by-Bow) LLP ("**S106 Agreement**")

We refer to the above S106 Agreement.

Defined terms used in this letter have the meaning given to them in the S106 Agreement.

Pursuant to paragraph 4 of Schedule 1 of the S106 Agreement we hereby apply for a Release Notice in respect of the Build to Rent Unit(s) shown [edged/coloured] [] on the plan attached which [is][are] registered at the Land Registry with title number [].

Please see enclosed a statement setting out:

1. Our calculation of the Clawback Amount;
2. The agreed sale price of the Build to Rent Unit(s) that [is][are] the subject of this Release Application; and
- [3. The actual sale price of Build to Rent Units which have been the subject of previous Release Notices dates []]

We look forward to receiving your response in accordance with paragraph 4.3 of Schedule 1.

Yours sincerely

APPENDIX 4
RELEASE NOTICE

[Name and address of person who submitted Release Application]

[Date]

Dear Sirs

Section 106 Agreement dated [] and made between (1) London Legacy Development Corporation; (2) Plot (Bromley-by-Bow) LLP ("**S106 Agreement**")

Release Application dated [] and referenced: []

We refer to the above S106 Agreement and Release Application in respect of the Build to Rent Unit(s) shown [edged/coloured] [] on the plan attached which [is][are] registered at the Land Registry with title number [].

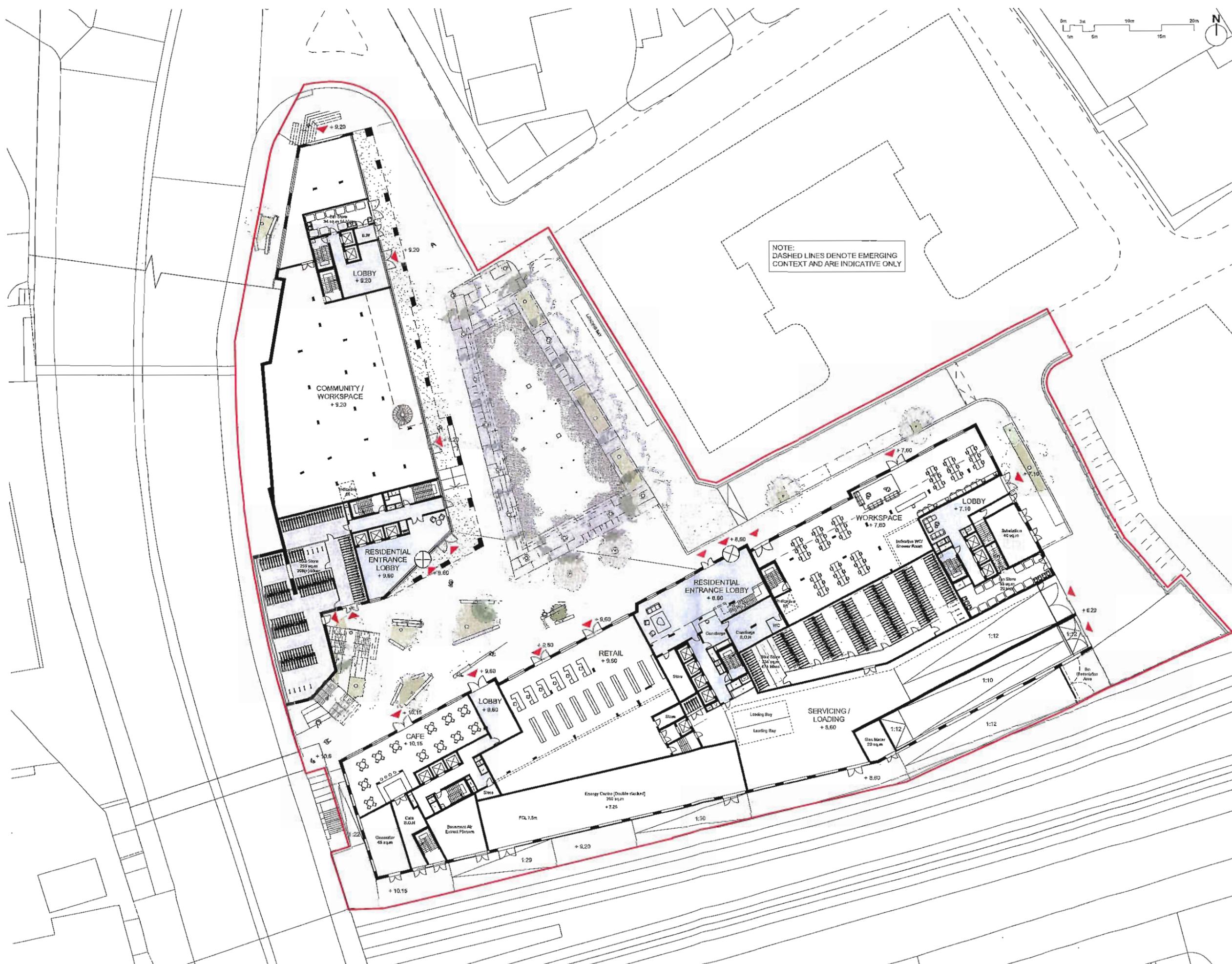
We hereby confirm that we have received the Clawback Amount and accordingly the Build to Rent Unit(s) referred to above [is][are] hereby released from the restriction contained in paragraph 3.1 of Schedule 1 and we shall provide such assistance as is reasonably necessary in order to remove the restriction referred to at paragraph 3.3 of Schedule 1 from the registered title of the said unit(s) subject to reimbursement of our reasonable professional fees incurred in relation to the provision of such assistance.

Yours sincerely

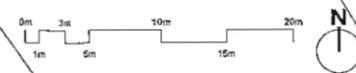
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For and on behalf of the London Legacy Development Corporation

APPENDIX 5

AFFORDABLE HOUSING PLANS



NOTE:
DASHED LINES DENOTE EMERGING
CONTEXT AND ARE INDICATIVE ONLY



General notes

All setting out must be checked on site
All levels must be checked on site and refer to
Coordinate Datum Height unless otherwise stated
All bearings and setbacks must be checked on site
All dimensions must be checked on site
This drawing must not be scaled
This drawing must be read in conjunction with all other
relevant drawings, specification clauses and latest design pack
register
This drawing must not be used for loan transfer purposes
Consulted areas in accordance with Assael Architecture's
Definition of Areas for Schedule of Areas
This drawing must not be used on site unless issued for
construction
Subject to survey, consultation and approval from all statutory
Authorities

Revision Status
Pre Preliminary
C-Consent

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Assael Architecture Limited has prepared this document in
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Drawing notes

Elevation file reference

A2774 BBB Working Files

Status	Revision	Date	DRN	CHK	COM
1	DMR Allocation	16/03/18	ET	AF	

Key

- PRV Residential Units
- DMR Residential Units
- Application Boundary

Purpose of information

The purpose of the information on this Planning drawing is for:

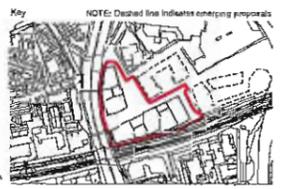
Information

Comment

Client approval

Construction

All information on this drawing is not for construction unless it is marked for construction.



Client

PLOT
(Bromley-by-Bow) LLP

Project Use
Clockhouse and Access

Drawing No
Proposed Ground Floor Plan

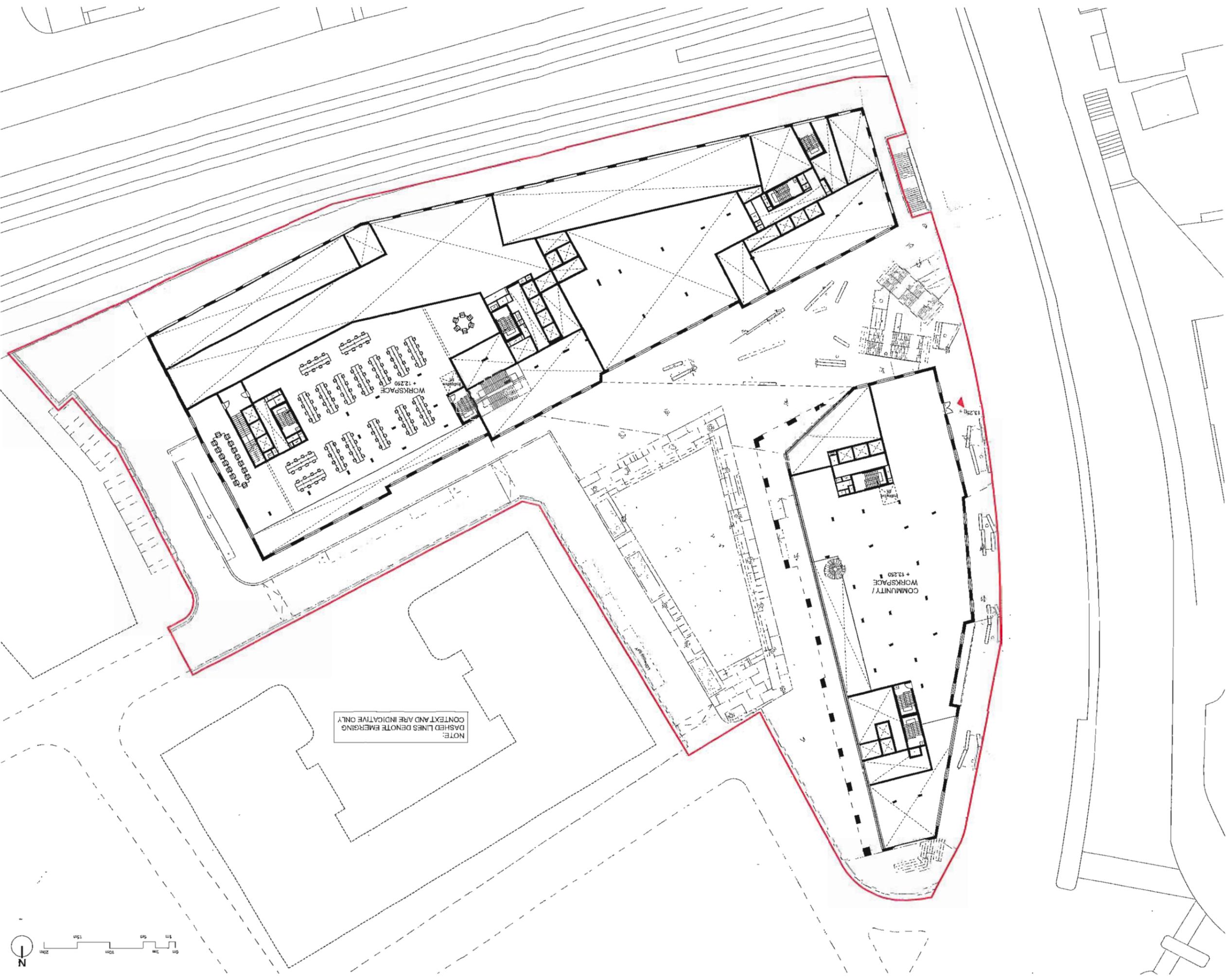
Scale @ A1 size Date
1:250 Aug '17

Drawing N°
A2774 SK18.03.16 200

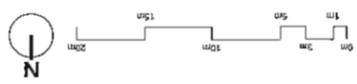


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Client: DANESGROFT LAND LIMITED
 Project: PLOT (Bromley-by-Bow) LLP
 Project Use: Clockhouse and Access
 Drawing No: 1:250
 Date: Aug 17

Electronic file reference: A2774_BBB_Working_Plan
 Date: 15/08/18
 Drawn by: OAH
 Checked by: CHK
 Date: 15/08/18
 ET: JAF

Figures of Information:
 The purpose of the information on this drawing is for:
 Information
 Comment
 Approval
 Construction
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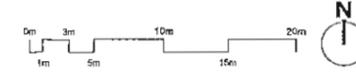
Client: DANESGROFT LAND LIMITED

Project: PLOT (Bromley-by-Bow) LLP
 Project Use: Clockhouse and Access

Drawing No: 1:250
 Date: Aug 17

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Revision Status
 P-Preliminary
 C-Contract

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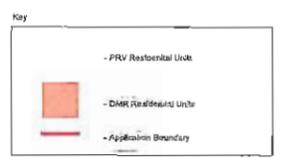
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Electronic file reference
 A2774 BSB Working Files

Status	Revision	Date	DRN	CHK	COM
1	DMR	10/2/18	ET	AP	



Purpose of information

The purpose of the information on this drawing is for:

- Information
- Comment
- Client approval
- Construction



Client
PLOT
 (Bromley-by-Bow) LLP

Project title
 Clockhouse and Access

Drawing title
 Proposed First Floor Plan

Scale @ A1 size **Date**
 1:250 Aug '17

Drawing N°
 A2774 SK18.03.16 202



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 C: Contract

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Drawing notes



Electronic file reference

A2774 BBB Working Files

Issue No.	Revision	Date	DRN	CHK	COM
1	DMR Allocation	18/08/15	ET	AF	



Purpose of information

The purpose of the information on this drawing is for:

Planning
 Information
 Comment
 Client approval
 Construction

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Client

PLOT
(Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Second Floor Plan

Scale @ A1 size Date

1:250 Aug '17

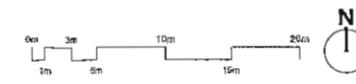
Drawing No

A2774 SK18.03.16 203



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Revision Status
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 C: Contract

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Drawing notes

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References to reference

A2774 BDD Working Files

Status	Revision	Date	DRN	CHK	COM
1	DMR Allocation	10/3/16	ET	AF	

Key

- PRV Residential Units
- DMR Residential Units
- Application Boundary

Purpose of information

The purpose of the information on this Planning drawing is for:

Information
 Commit
 Client approval
 Construction

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Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Third Floor Plan

Scale @ A1 size Date

1:250 Aug '17

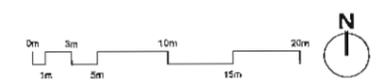
Drawing N°

A2774 SK18.03.16 204



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 All dimensions must be checked on site
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 Calculated area of the site in Assael Architects
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Revision Status
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 C-Contract

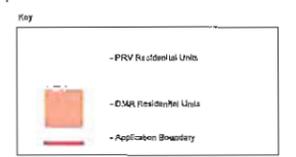
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Drawing notes

Electronic file reference
 A2774 BBB Working Files

Status	Revision	Date	DRN	CHK	COM
1	DNR Allocation	16/3/18	ET	AF	

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Purpose of information

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- Planning
- Information
- Consent
- Client approval
- Construction

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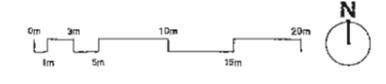


Client
PLOT
 (Bromley-by-Bow) LLP
Project title
 Clockhouse and Access

Drawing title
 Proposed Fourth
 Floor Plan
Scale @ A1 size Date
 1:250 Aug '17
Drawing N°
 A2774 SK18.03.16 205

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 All drawings must be checked on site
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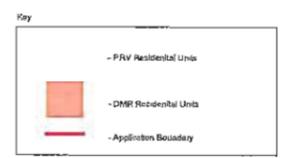
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Electronic file reference

AZ774 BBS Working Files

Status	Revisions	Date	DRN	CHK	CDM
1	DMR Allocation	16/3/16	ET	AF	



Purpose of information

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- Information
- Comment
- Client approval
- Construction

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Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Seventh Floor Plan

Scale @ A1 size Date

1:250 Aug '17

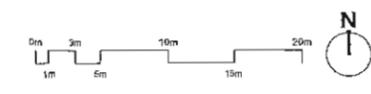
Drawing #

A2774 SK18.03.16 208



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Revision Status:
 P - Preliminary
 C - Contract

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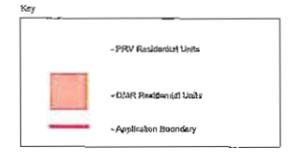
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Revision notes

Disc No file reference
 A2774 888 Working Files

Rev	Date	DRN	CHK	CDM
1	18/08/18	BT	AF	

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The purpose of the information on this drawing is for:

- Information
- Comment
- Client approval
- Construction

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Client:
 PLOT (Bromley-by-Bow) LLP

Project title:
 Clockhouse and Access

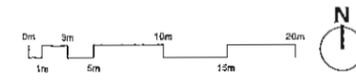
Drawing title:
 Proposed Eighth Floor Plan

Scale @ A1 size: 1:250
Date: Aug '17

Drawing No:
 A2774 SK18.03.16 209



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Revised: 01/08/17
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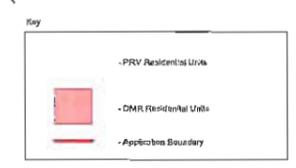
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Electronic file reference

A2774 BBE Working Files

Stage	Revision	Date	DRN	CHK	COM
1	DMR Allocation	16/3/18	ET	AF	



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Information

Consultation

Client approval

Construction

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Client:
PLOT (Bromley-by-Bow) LLP

Project 908
Clockhouse and Access

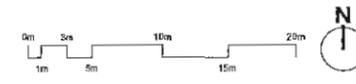
Drawing title:
Proposed Tenth Floor Plan

Scale @ A1 size: 1:250 Date: Aug '17

Drawing N°:
A2774 SK18.03.16 211

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General notes

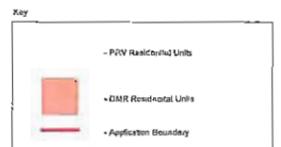
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Electronic file reference

AZ774 000 Working Files

Status	R.	Revision	Date	DRN	CHK	CDM
1	DMR Allocation		15/3/16	ET	AF	

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Purpose of information

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- Information
- Comments
- Client approval
- Construction



Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Twelfth Floor Plan

Scale @ A1 size **Date**

1:250 **Aug '17**

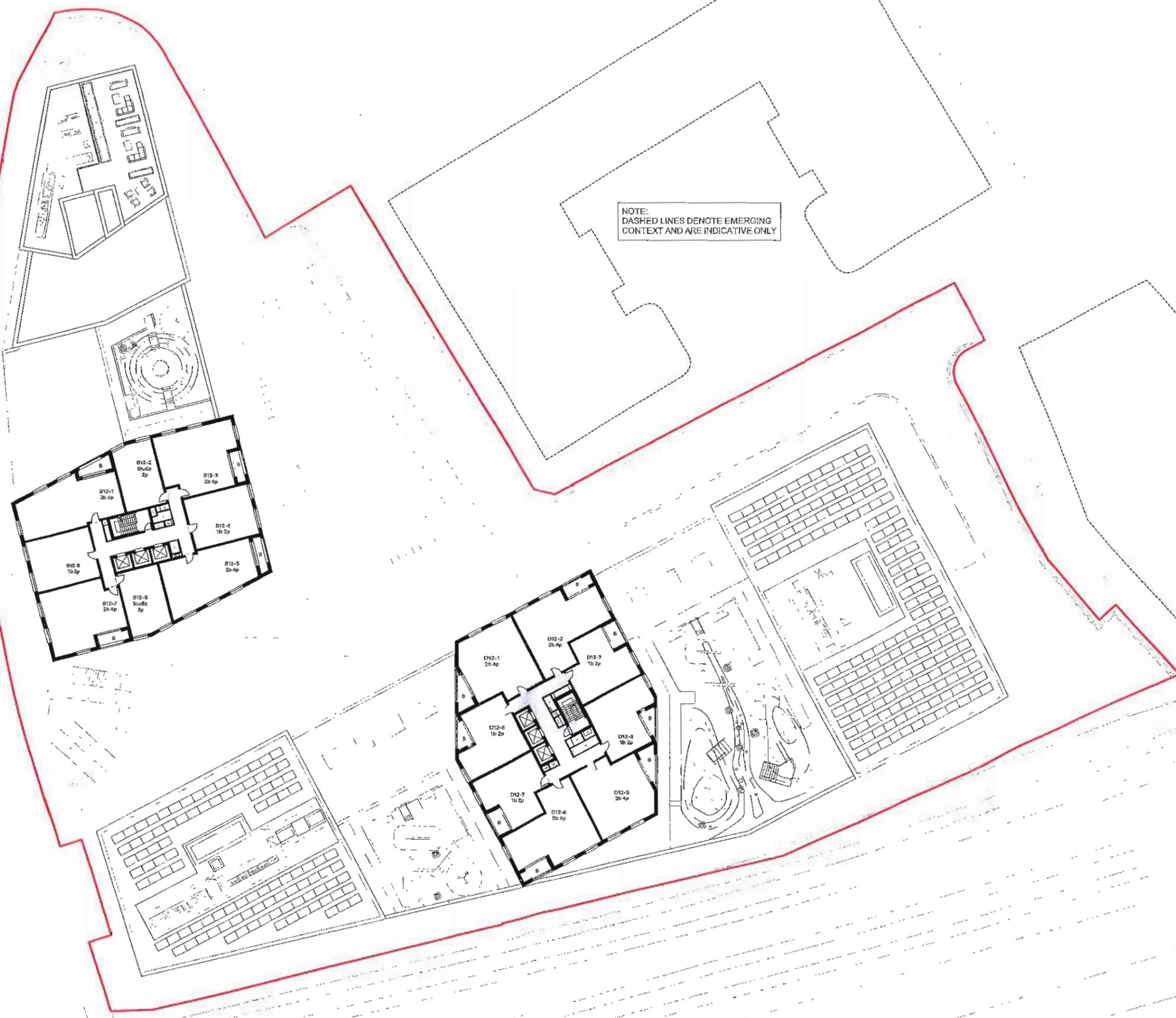
Drawing N°

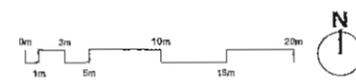
A2774 SK18.03.16 213

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General notes

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Drawing notes

Electronic reference
 A2774 BBB Working Files

Status	Revision	Date	DRN	CHK	COM
1	DMR Allocation	16/3/15	ET	AF	

NOTE:
 DASHED LINES DENOTE EMERGING
 CONTEXT AND ARE INDICATIVE ONLY

Key

- PRV Residential Units
- DMR Residential Units
- Application Boundary

Purpose of information

The purpose of the information on this drawing is for:

Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
PLOT
 (Bromley-by-Bow) LLP

Project title
Clockhouse and Access

Drawing title
Proposed Thirteenth Floor Plan

Scale @ A1 size **Date**

1:250 **Aug '17**

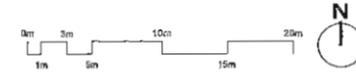
Drawing N°
A2774 SK18.03.16 214



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Revision Status:
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Electronic file reference

A2774 000 Working Files

Status	Revision	Date	DRN	CHK	COM
1	DMR Allocation	15/3/18	ET	AF	

Key

- PRV Residential Units
- DMR Residential Units
- Application Boundary

Purpose of information

The purpose of the information on this drawing is for:	Plotting	Information	Comment	Client approval	Construction
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Fourteenth Floor Plan

Scale @ A1 size Date

1:250 Aug '17

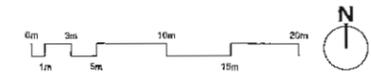
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General notes

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Revision Status:
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 C-Contract

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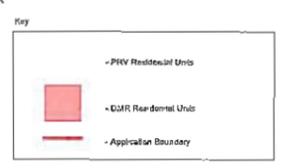
Drawing notes

NOTE:
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 CONTEXT AND ARE INDICATIVE ONLY

Exclusive reference

A2774 BB Working Files

Slab	R.	Revision	Date	DRW	CHK	COM
1	DMR Allocation		16/2/18	ET	AF	



Purpose of information

The purpose of the information on this drawing is for:

Planning

Information

Comment

All information on this drawing is not for construction unless it is marked for construction.

Post approval

Construction



Client

PLOT
 (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Fifteenth
 Floor Plan

Scale @ A1 size **Date**

1:250 Aug '17

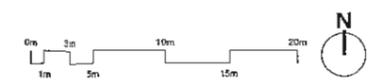
Drawing N°

A2774 SK18.03.16 216



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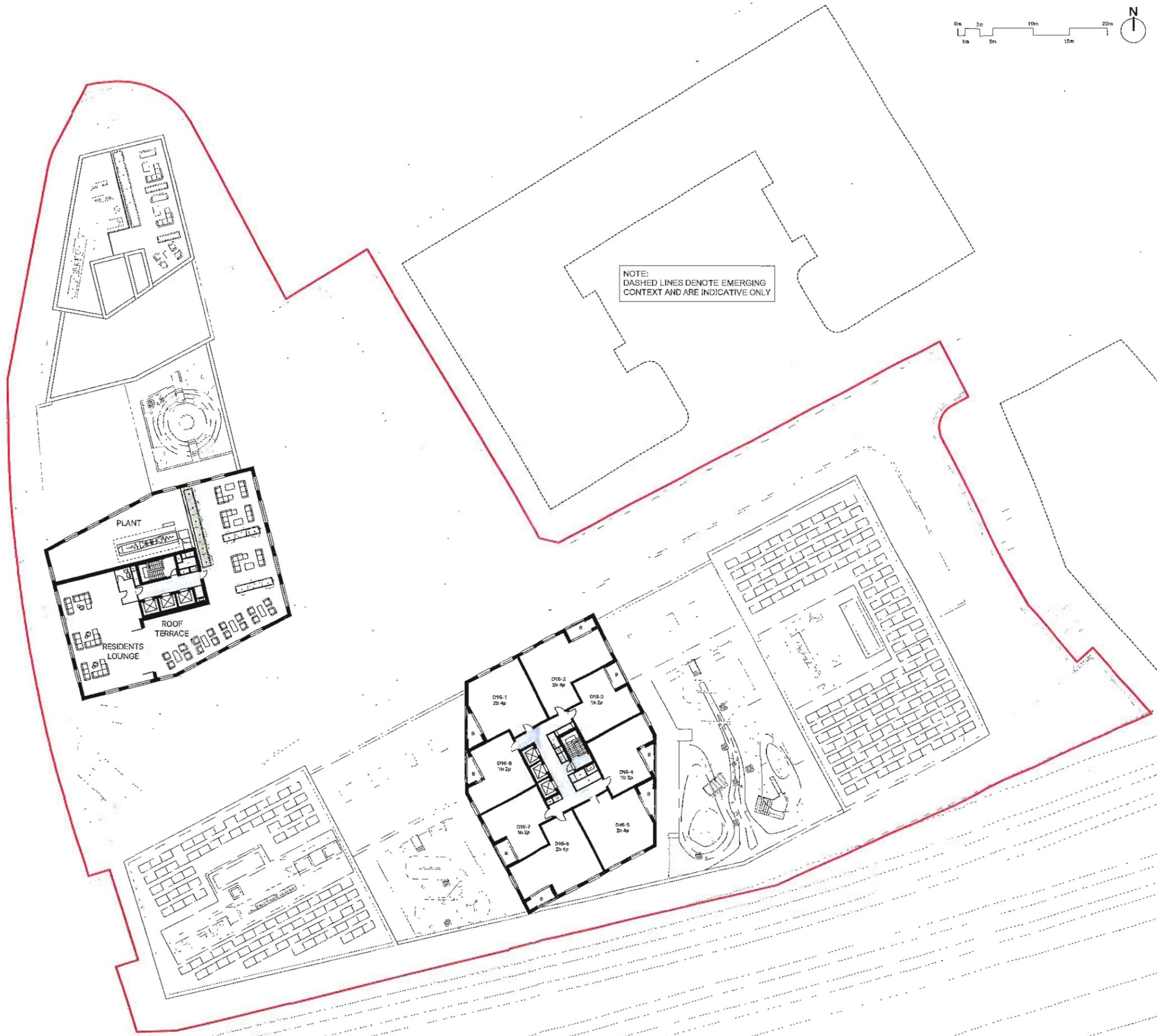
General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless otherwise stated
 All fixings and materials must be checked on site
 All dimensions must be in millimetres unless otherwise stated
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specifications, schedules and current design risk register
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 Calculated areas in accordance with Assael Architecture's Definition of Areas for Buildings of Areas
 This drawing must not be used on site without the approval of the relevant Authorities
 Subject to survey, consultation and approval from all relevant Authorities

Revision Status
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 C-Contract

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 Drawing notes

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Electronic file reference

A2774 06B Working Files

Status	Revision	Date	DN	CHK	COM
1	DMR Allocation	18/08/18	ET	AF	

Key

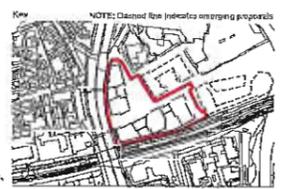
- PREV Residential Use
- DMR Residential Use
- Application Boundary

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Consent	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
 PLOT
 (Bromley-by-Bow) LLP

Project title
 Clockhouse and Access

Drawing title
 Proposed Sixteenth
 Floor Plan

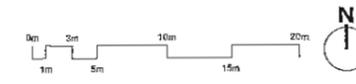
Scale @ A1 size
 1:250

Date
 Aug '17

Drawing #
 A2774 SK18.03.16.217

Assael

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General notes

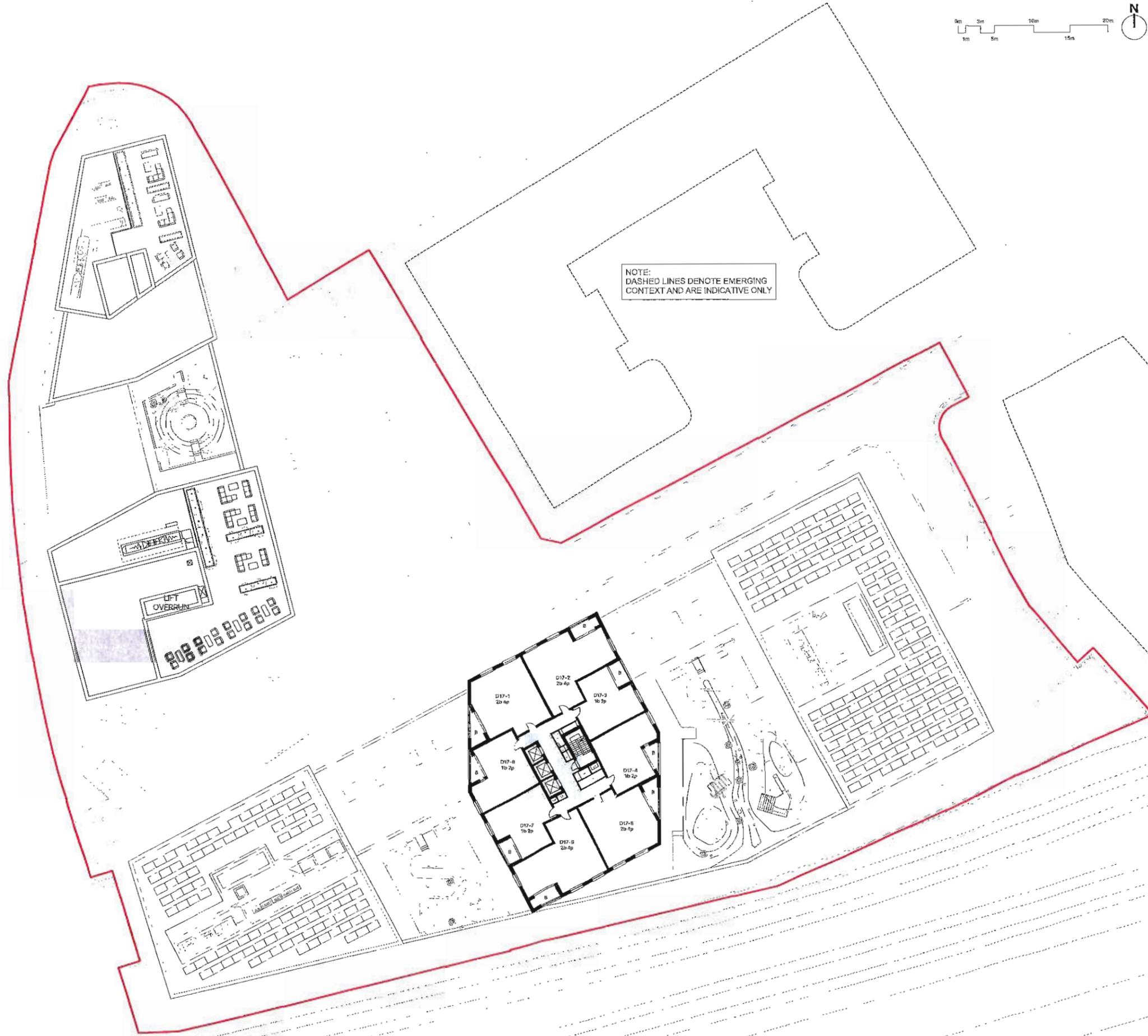
All work must be checked and approved by the Architect before construction commences. The Contractor shall be responsible for obtaining all necessary permissions and approvals from the relevant Authorities. The Contractor shall be responsible for ensuring that the work is carried out in accordance with the relevant Building Regulations and other applicable laws and regulations. The Contractor shall be responsible for ensuring that the work is carried out in a safe and sound manner and that all necessary safety measures are taken. The Contractor shall be responsible for ensuring that the work is carried out in a timely manner and that the project is completed within the agreed programme of works. The Contractor shall be responsible for ensuring that the work is carried out in a professional and ethical manner and that all necessary records are maintained. The Contractor shall be responsible for ensuring that the work is carried out in a sustainable manner and that all necessary measures are taken to minimize the environmental impact of the project. The Contractor shall be responsible for ensuring that the work is carried out in a socially responsible manner and that all necessary measures are taken to support the local community. The Contractor shall be responsible for ensuring that the work is carried out in a transparent manner and that all necessary information is disclosed to the relevant Authorities. The Contractor shall be responsible for ensuring that the work is carried out in a collaborative manner and that all necessary communication is maintained with the relevant Authorities. The Contractor shall be responsible for ensuring that the work is carried out in a flexible manner and that all necessary adjustments are made to the programme of works as required. The Contractor shall be responsible for ensuring that the work is carried out in a resilient manner and that all necessary measures are taken to ensure the project can withstand any unforeseen circumstances. The Contractor shall be responsible for ensuring that the work is carried out in a robust manner and that all necessary measures are taken to ensure the project is completed successfully. The Contractor shall be responsible for ensuring that the work is carried out in a reliable manner and that all necessary measures are taken to ensure the project is completed on time and within budget. The Contractor shall be responsible for ensuring that the work is carried out in a consistent manner and that all necessary measures are taken to ensure the project is completed to the highest quality. The Contractor shall be responsible for ensuring that the work is carried out in a controlled manner and that all necessary measures are taken to ensure the project is completed in a safe and sound manner. The Contractor shall be responsible for ensuring that the work is carried out in a documented manner and that all necessary records are maintained. The Contractor shall be responsible for ensuring that the work is carried out in a traceable manner and that all necessary measures are taken to ensure the project is completed in a transparent manner. The Contractor shall be responsible for ensuring that the work is carried out in a accountable manner and that all necessary measures are taken to ensure the project is completed in a responsible manner. The Contractor shall be responsible for ensuring that the work is carried out in a transparent manner and that all necessary information is disclosed to the relevant Authorities. 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Revision Status:
 P= Preliminary
 C= Contract

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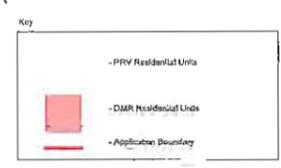
Assael Architecture Limited has prepared this document in accordance with the instructions of the Client and the Architect. The Client and the Architect shall be responsible for ensuring that the work is carried out in accordance with the relevant Building Regulations and other applicable laws and regulations. The Contractor shall be responsible for ensuring that the work is carried out in a safe and sound manner and that all necessary safety measures are taken. The Contractor shall be responsible for ensuring that the work is carried out in a timely manner and that the project is completed within the agreed programme of works. The Contractor shall be responsible for ensuring that the work is carried out in a professional and ethical manner and that all necessary records are maintained. The Contractor shall be responsible for ensuring that the work is carried out in a sustainable manner and that all necessary measures are taken to minimize the environmental impact of the project. The Contractor shall be responsible for ensuring that the work is carried out in a socially responsible manner and that all necessary measures are taken to support the local community. The Contractor shall be responsible for ensuring that the work is carried out in a transparent manner and that all necessary information is disclosed to the relevant Authorities. The Contractor shall be responsible for ensuring that the work is carried out in a collaborative manner and that all necessary communication is maintained with the relevant Authorities. The Contractor shall be responsible for ensuring that the work is carried out in a flexible manner and that all necessary adjustments are made to the programme of works as required. The Contractor shall be responsible for ensuring that the work is carried out in a resilient manner and that all necessary measures are taken to ensure the project can withstand any unforeseen circumstances. The Contractor shall be responsible for ensuring that the work is carried out in a robust manner and that all necessary measures are taken to ensure the project is completed successfully. The Contractor shall be responsible for ensuring that the work is carried out in a reliable manner and that all necessary measures are taken to ensure the project is completed on time and within budget. The Contractor shall be responsible for ensuring that the work is carried out in a consistent manner and that all necessary measures are taken to ensure the project is completed to the highest quality. The Contractor shall be responsible for ensuring that the work is carried out in a controlled manner and that all necessary measures are taken to ensure the project is completed in a safe and sound manner. The Contractor shall be responsible for ensuring that the work is carried out in a documented manner and that all necessary records are maintained. The Contractor shall be responsible for ensuring that the work is carried out in a traceable manner and that all necessary measures are taken to ensure the project is completed in a transparent manner. The Contractor shall be responsible for ensuring that the work is carried out in a accountable manner and that all necessary measures are taken to ensure the project is completed in a responsible manner.

NOTE:
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Electronic file reference
 A2774 688 Working Files

Station No.	Revision	Date	DRW	CHK	CDM
1	DMR Allocation	16/3/18	ET	AF	



Purpose of Information

The purpose of the information on this drawing is for:

- Information
- Consultation
- Client approval
- Construction

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Client
 PLOT
 (Bromley-by-Bow) LLP

Project title
 Clockhouse and Access

Drawing title
 Proposed Seventeenth
 Floor Plan

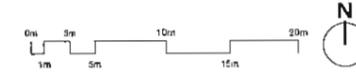
Scale @ A1 size
 1:250

Date
 Aug '17

Drawing No
 A2774 SK18.03.16 218



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Revised Status
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Drawing notes

Electronic file reference
 A2774 BBB Working File

Status	Revision	Date	DRN	CHK	COM
1	DMR Allocation	16/03/15	ET	AF	

Key

- PRV Residential Units
- DMU Residential Units
- Asplafire Boundary

Purpose of information

The purpose of the information on this drawing is for:

Planning

Information

Comment

Client approval

Construction

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Client

PLOT (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Eighteenth Floor Plan

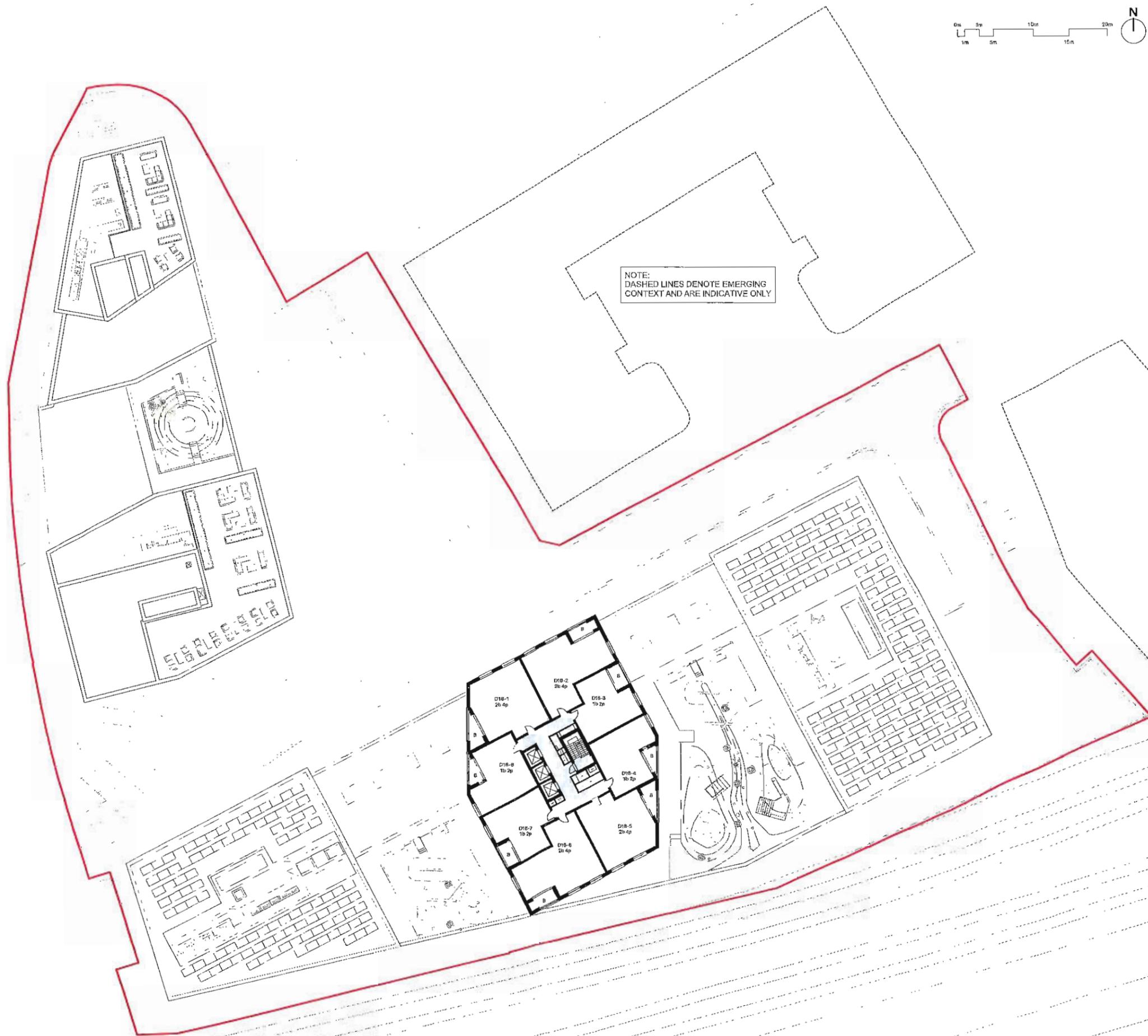
Scale @ A1 size Date
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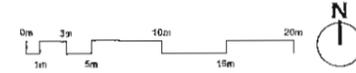
Drawing N°
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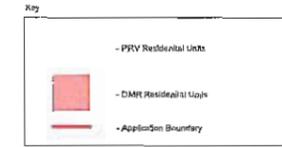
Drawing notes

Electronic file reference

A2774-BB6 Working Files

Status	Revision	Date	DRN	CHK	CDM
1	DMR Allocation	10/3/17	ET	AF	

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Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

PLOT
(Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

**Proposed Twentieth
Floor Plan**

Scale @ A1 size **Date**

1:250 **Aug '17**

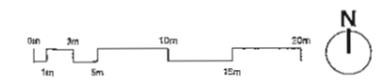
Drawing No

A2774 SK18.03.16 221



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General notes

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Drawing notes

Electronic file reference
 A2774 BBB Working Files

Status	Revision	Date	DRN	CHK	CDR
1	DMR Allocation	18/08/18	ET	AF	

Key

- PRV Residential Units
- DMR Residential Units
- Application Boundary

Purpose of information

The purpose of the information on this drawing is for:

Planning Information Comment Client approval Construction

All information on this drawing is not for construction unless it is marked for construction.



Client

PLOT (Bromley-by-Bow) LLP

Project title

Clockhouse and Access

Drawing title

Proposed Twenty-Second Floor Plan

Scale @ A1 size Date

1:250 Aug '17

Drawing N°

A2774 SK18.03.16 223

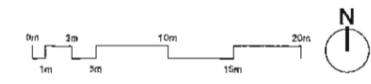


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General notes

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All fittings and work must be checked on site.

All dimensions must be checked on site.

This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register.

This drawing must not be used for tender purposes.

Calculations must be checked with Assael Architecture's Division of Areas of Sites and Areas.

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Revision Status:
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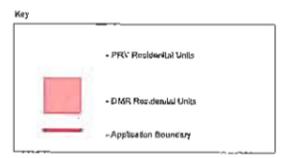
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Drawn by: [Name]

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Electronic File Name:
 A2774 SK18.03.16.224

Status	Revision	Date	DRN	CHK	CDM
1	DMR Allocation	16/07/16	EY	AF	



Purpose of information

The purpose of the information on this drawing is for:

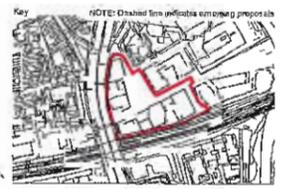
Information

Comment

Client approval

Construction

All information on this drawing is not for construction unless it is marked for construction.



Client
 PLOT
 (Bromley-by-Bow) LLP

Project Use
 Clockhouse and Access

Drawing Use
 Proposed Twenty-Third
 Floor Plan

Scale @ A1 size: 1:250 Date: Aug '17

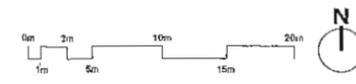
Drawing N°: A2774 SK18.03.16.224



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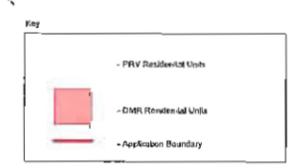
Drawing notes

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Electronic file reference

A2774 BBB Working Files

Revisi	Revised	Date	DRN	CHK	COM
1	DMR Allocation	16/11/18	BT	AF	



Purpose of Information

The purpose of the information on this drawing is for:

Information

Comment

Client approval

Construction

All information on this drawing is not for construction unless it is marked for construction.



Client
PLOT
 (Bromley-by-Bow) LLP

Project title
Clockhouse and Access

Drawing title
**Proposed Twenty-Fifth
 Floor Plan**

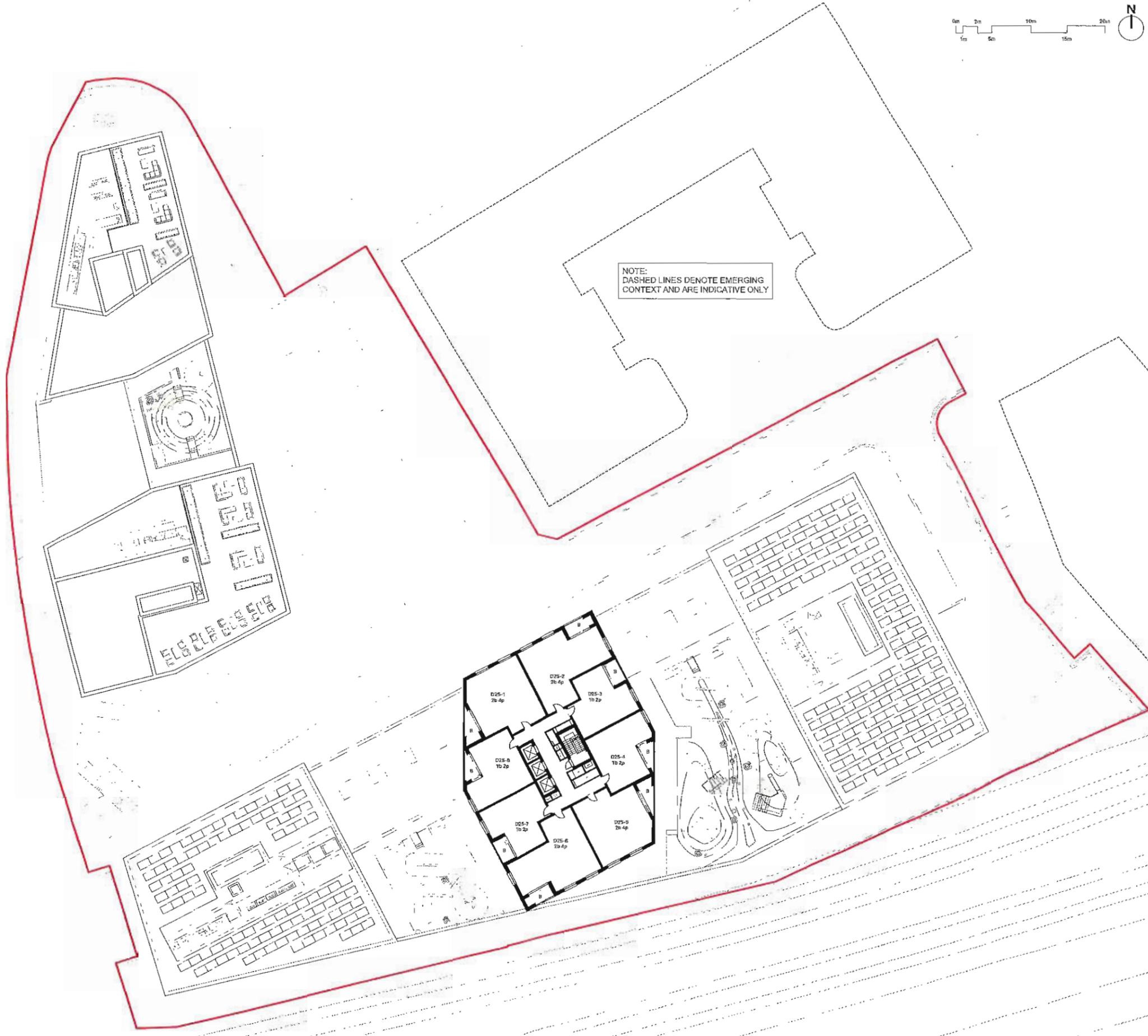
Scale @ A1 size Date
1:250 Aug '17

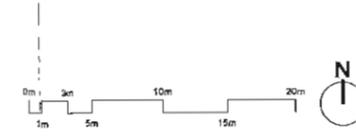
Drawing N°
A2774 SK18.03.16 226

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 All dimensions must be checked on site.
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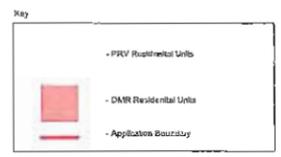
Drawing notes

NOTE:
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 CONTEXT AND ARE INDICATIVE ONLY

Electronic file references

A2774 000 Working Files

Status	Revision	Date	DRN	CHK	CDM
1	DMR Allocation	15/3/18	ET	AF	



Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Consent	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
 PLOT
 (Bromley-by-Bow) LLP

Project title
 Clockhouse and Access

Drawing title
 Proposed Twenty-Sixth Floor
 Block D Roof Amenity Plan

Scale @ A1 size **Date**
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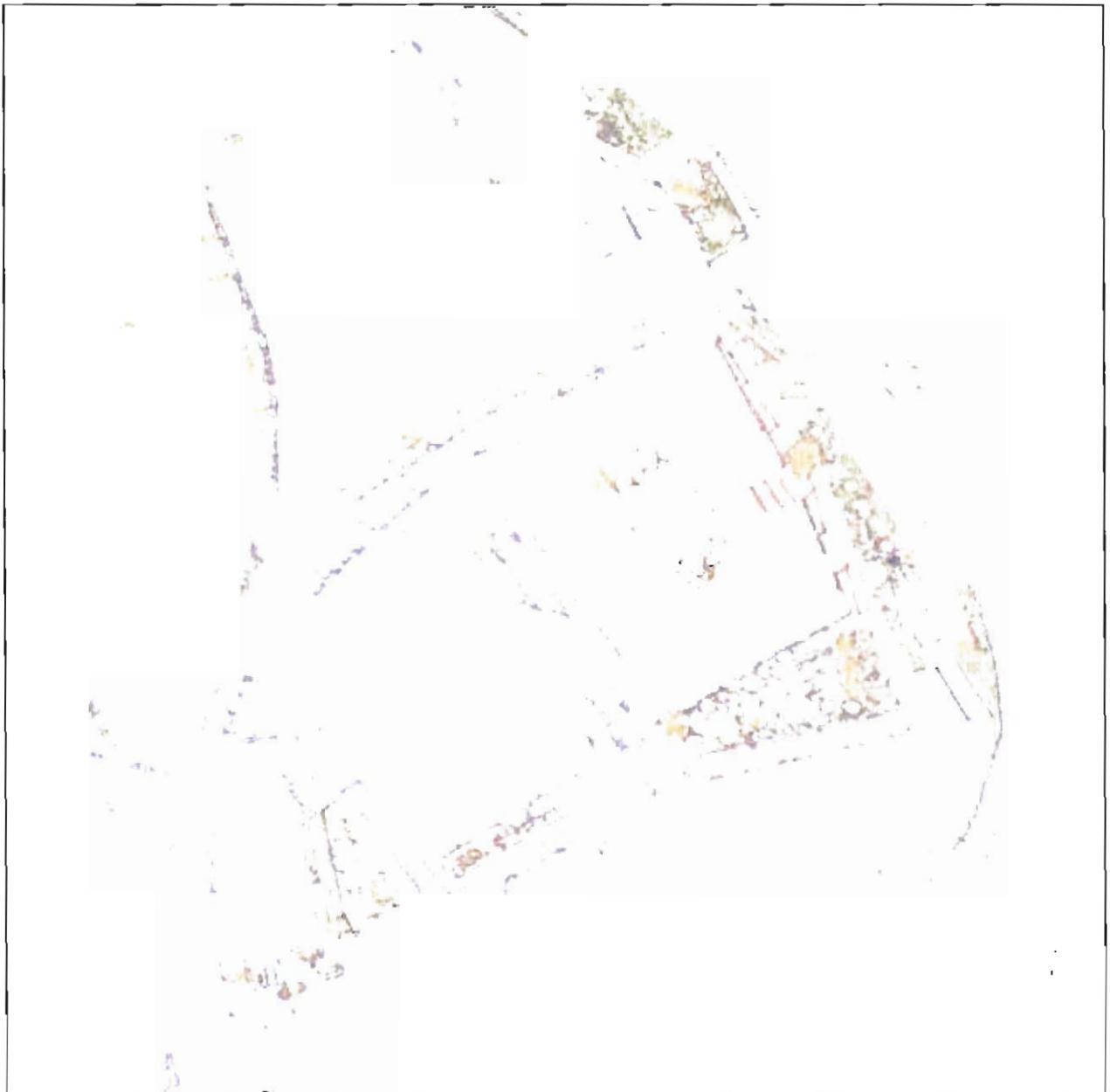
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APPENDIX 6

FRAMEWORK ESTATE MANAGEMENT STRATEGY

Framework Estate Management Strategy Bromley By Bow South

May 2018



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1 Executive Summary

- 1.1 Bromley-By-Bow South (BBBS) phase one developers, L&A TRAD and PLOT (Bromley-By-Bow) LLP submit this Framework Estate Management Strategy (FEMS) in response to the requirements of the Bromley By Bow Supplementary Planning Document (SPD) which was adopted on the 27th April 2017.
- 1.2 All three phases of development on BBBS involve the delivery of public realm areas by different developers. With the exception of the bus routes that run through the scheme, all public realm areas will be retained in private ownership.
- 1.3 The principal services to be delivered to the public realm areas will be extensive and include compliance with planning obligations and conditions, Health and Safety adherence, insurance, cleaning, waste management, landscaping, security, fabric, lighting and M and E maintenance.
- 1.4 Owners/occupiers, will pay service charges to fund these services. Depending on where a unit is located, an owner/occupier may be required to pay both a building service charge (i.e. if the unit is an apartment in a block) and also the estate service charge which pays for the services delivered to the public realm.
- 1.5 The obligations to provide services and to pay for them will need to be clearly defined within the legal documentation.
- 1.6 L&A TRAD and PLOT (Bromley-By-Bow) LLP acknowledge the importance that should be placed on public realm management and propose that together they will finalise the Detailed Estate Management Strategy (DEMS) based on the principles outlined in this FEMS in order to satisfy the SPD requirement concerning public realm management. They propose that this strategy is then used as a guidance document for all developers on BBBS. This DEMS will be submitted for approval to the LLDC prior to occupation of the first phase of BBBS.
- 1.7 L&A TRAD and PLOT (Bromley-By-Bow) LLP will also form a management committee (to be known as the Joint Management Committee) to oversee the management and maintenance of the public realm. Depending on the stage of development, this committee may be established by one party, with the second developer joining at an appropriate stage. It is anticipated that the Joint Management Committee may well be expanded in the future so that owners of subsequent phases can be invited to join.

2 Introduction

- 2.1 Site Allocation 4.1 in the LLDC Local Plan 2015-2031 comprises two key development sites: Bromley-by-Bow North (BBBN) and Bromley-by-Bow South (BBBS) and through their redevelopment the Plan envisages the creation of a high quality mixed use neighbourhood incorporating a community centre, new homes, new and replacement employment generating business spaces, a primary school, social, community and leisure facilities, a park, a riverside walk, a new junction and new surface crossings across the A12.
- 2.2 This FEMS for Bromley By Bow South is submitted on behalf of the BBBS phase one developers, namely L&A TRAD and PLOT (Bromley-By-Bow) LLP in response to requirements of the Bromley By Bow Supplementary Planning Document (SPD) (adopted on 27th April 2017) which provides guidance on the implementation of policies within the LLDC Local Plan (July 2015). This strategy does not consider any of the public realm within Bromley By Bow North.
- 2.3 The first landowner who submits a planning application on the BBBS site is required to submit proposals for a detailed site wide management strategy for those parts of the public realm that will remain in private ownership across BBBS. All landowners submitting planning applications subsequently in the area may then be required to adhere to the guiding principles of this submitted and approved strategy.
- 2.4 This FEMS is the first document which attempts to establish the principles for the site wide management company and future management companies. It reflects the in principle agreement that has been reached by the initial developers, L&A TRAD and PLOT (Bromley-By-Bow) LLP, as to how the public realm areas will be managed

3 Land Ownerships

3.1 The plan in Figure 1 below shows the PLOT (Bromley-By-Bow) LLP and L&A TRAD ownerships within BBBS post transfer from Gapsun to L&A TRAD and the land swap.

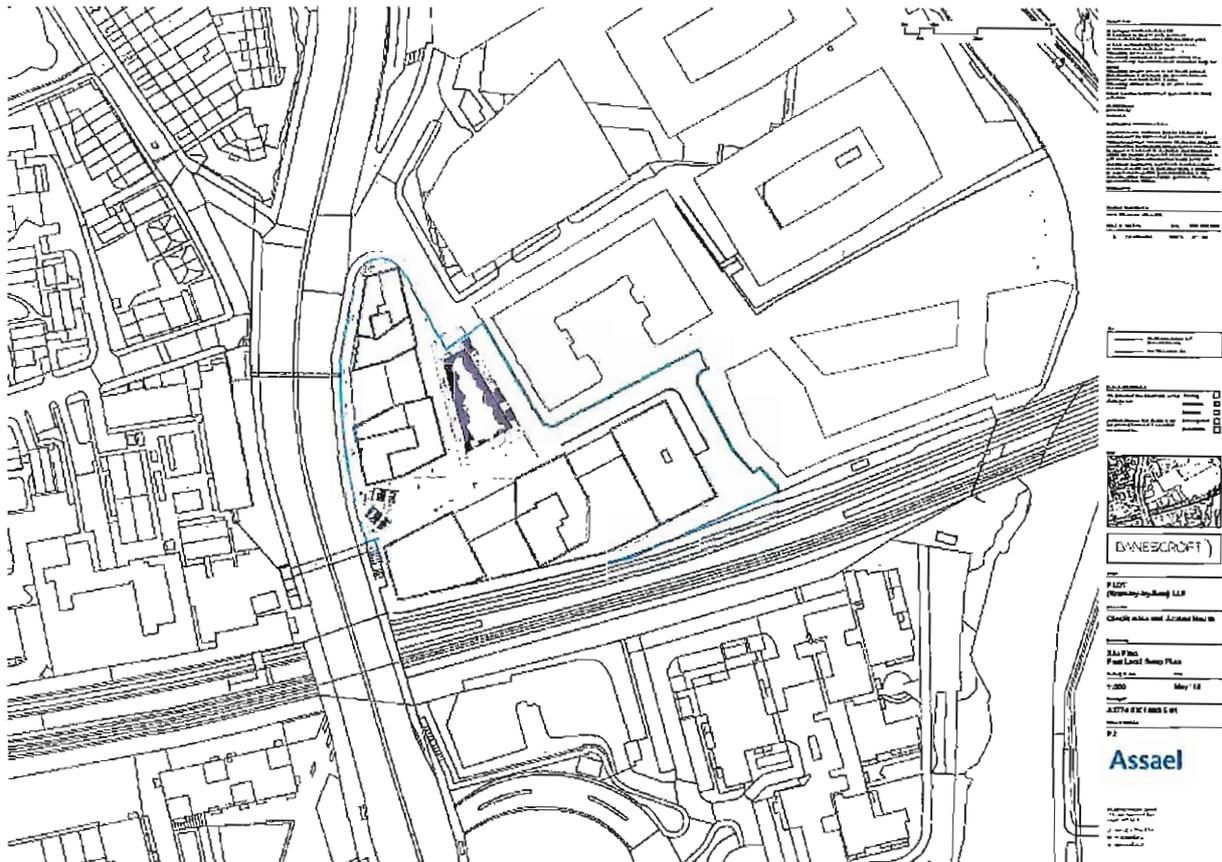


Figure 1: Land ownerships within BBBS

3.2 The master plan envisages that development will take place in phases as shown in Figure 2 below. However, land ownership boundaries are likely to be refined overtime enabling modified plot delivery.

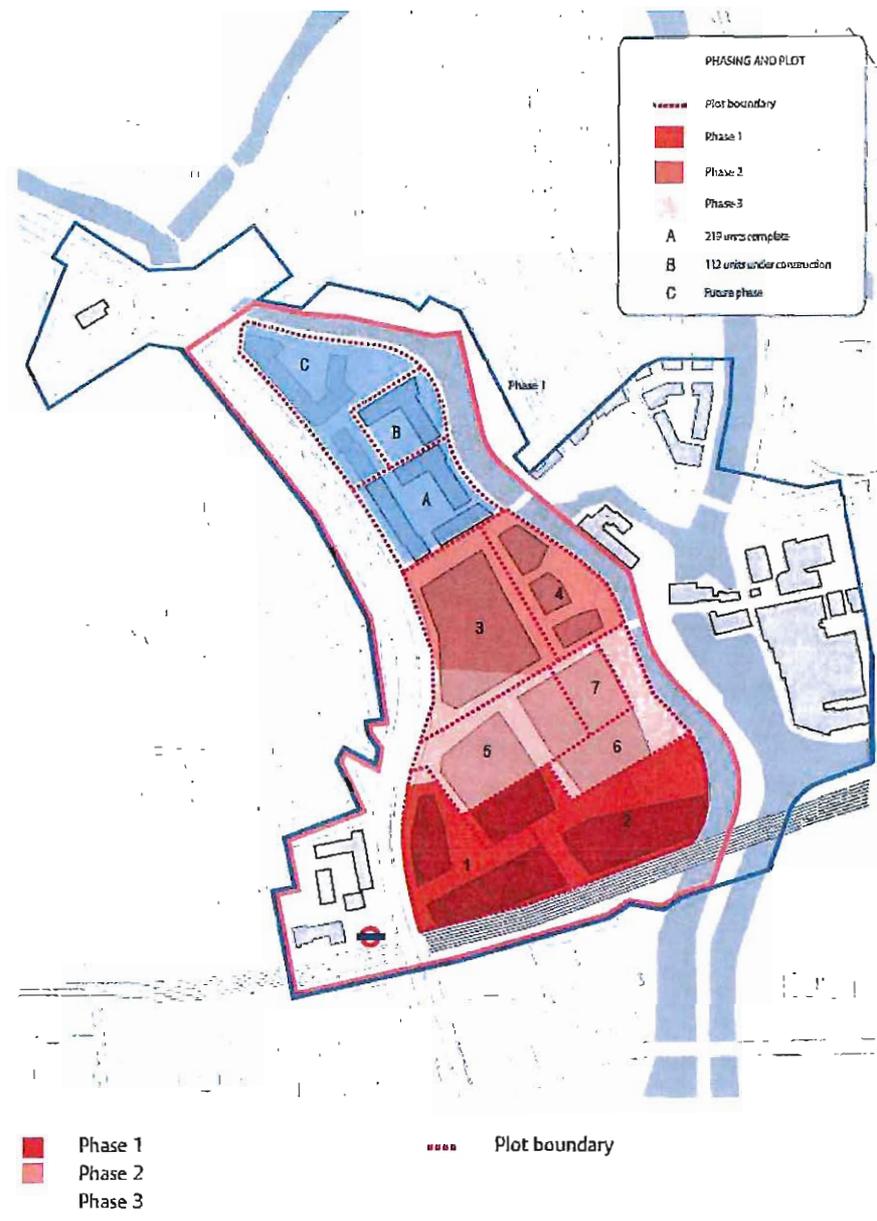


Figure 2: Phasing of BBBS development (plots 1 to 7)

4. Public Realm Delivery

4.1 A comprehensive illustrative public realm proposal has been prepared by East Architects for BBBS.

4.2 The public realm to be delivered in Phase One by L&A TRAD is shown in Appendix 1. This comprises:

- Delivery of the Residential Park incorporated within the L&A TRAD planning application.
- Contribution towards the initial junction works and connectivity improvements, to be designed and implemented by TFL.
- Construction of the new pedestrian and cycle routes within the respective red line boundaries through the site to the river
- Delivery of the Ecological Riverside Area by L&A TRAD.
- Construction of the public realm in front of Block D1 by L&A TRAD.
- Installation of temporary and permanent road and pavement solutions.
- Erection of the future dock for the floating tow path by L&A TRAD.

4.3 The public realm to be delivered in Phase One by PLOT (Bromley-By-Bow) LLP is shown in Appendix 2. This comprises:

- Delivery of all of the public realm shown shaded red in Appendix 2 and forming part of the detailed planning permission.
- Intersections with the adopted highway and existing underpass.

4.4 All of these areas will be held in private ownership and will be classified as public realm (where they are not dedicated for the use of specific occupiers of buildings) as per the respective planning permissions.

4.5 These initial areas of development will combine with the public realm in subsequent phases. Although the northern plots are in mixed landownership it is anticipated that landowners will either combine their landholdings or work together to submit joint applications which reflect the plots and phasing within the SPD.

4.6 The final scheme scenario is likely to comprise the following public areas which are shown in Figure 3 below. The names given are for ease of reference and may change over time and following implementation.

- Vestibule (completed in Phase One)
- Urban Square (completed in Phase One)
- Green Street (completed in later phases)
- Residents Park (mostly completed in Phase One)
- Riverside Park (commenced in Phase One but completed in later phases)
- Towpath Park (delivered in later phases)
- Provision of a 5+ play area
- Reservation of an area for bike docking stations to be provided by TfL



Figure 3: Identification of public open spaces within BBBS

4.7 Streets will interlink these public open spaces - they will comprise three main east west streets connected by calmer, neighbourhood streets. All streets will remain in private ownership with the exception of those that form the bus route which are identified in blue below in Figure 4. These are intended to be adopted by the relevant authority (some parts TfL, some elements LBTH) after construction within the relevant phase.



Figure 4: Streets to be adopted.

5. Phase One - Proposals for a Site Wide Management and Maintenance Strategy

- 5.1 The BBBS SPD envisages that a site wide management company will be set up to define the management and maintenance for the entire BBBS site.
- 5.2 The implementation of any overriding site wide management company structure would require all landowners within BBBS to define a significant number of legal parameters in connection with its establishment. Bearing in mind that planning applications have only been submitted in respect of a small element of the area so far, it is not possible at this time to advance such discussions.
- 5.3 **However both L&A TRAD and PLOT (Bromley-By-Bow) LLP acknowledge the importance that should be placed on public realm management even at this stage in the planning process and accordingly they propose the following for their development plots:**
- L&A TRAD and PLOT (Bromley-By-Bow) LLP will agree a DEMS, which pursuant to the respective planning permissions, will be submitted and approved by the LLDC prior to occupation. This strategy will detail a standardisation of approach to management, the agreement of certain key performance indicators that should be followed and the minimum service level standards to be achieved.
 - Both L&A TRAD and PLOT (Bromley-By-Bow) LLP will then agree to manage the public realm within their respective ownerships in accordance with this agreed BBBS DEMS and they will ensure that the plot management company that they each establish to manage their individual public realm is constituted to continue to manage the public realm in accordance with this strategy.
 - The DEMS will set the terms of reference of the joint management committee which will be formed by L&A TRAD and PLOT (BBB) LLP although depending on the stage of development the committee may initially be established by one developer with the second joining at a later date. This committee will produce a BBBS Charter which will define the commitments to occupiers and visitors relating to public realm management. This will ensure that the vision for BBBS, as formulated during the master planning stage, is maintained throughout the life of the development.
 - This agreed united approach and requirement to achieve certain service levels standards will then be used to define the duties and services outlined in Section 6 of this report and be built into the service level agreements signed with specialist contractors who will provide many of the services.
 - This management committee will also debate the viability of cross charging other ownerships for elements of public realm that sit within certain plots but benefit the occupiers and visitors of all plots within BBBS. Any such approach would need to be incorporated within all legal agreements to ensure the ability to recover charges that relate to this acknowledgement of interdependence relating to public realm.
- 5.4 It is anticipated that the joint management committee may well be expanded in the future so that owners of subsequent phases can be invited to join with the ability to vary the terms of reference of the BBBS DEMS and Charter to ensure a consistency of management across all phases of the BBBS development

6. Duties and Services to be Provided in Respect of the Public Realm

- 6.1 Only the bus route shown in Figure 4 will be adopted by LBTH and maintained by their highways department. All other public realm areas **that fall outside the ownership of individual blocks and dwellings** will be maintained by the landowners of each site or an estate management company with costs recovered from the occupiers, and developers or owners in instances where residential units remain unlet or unsold; by way of an estate service charge. Any communal areas associated with individual blocks will be managed by the owners of the blocks or a management company/managing agent, the costs of which will form part of a block service charge..
- 6.2 This section considers the duties and services that will be undertaken in order to maintain the public realm to the standard envisaged by the master plan.

Management Duties

- 6.3 The duties will be numerous including:
- Compliance with planning obligations and conditions.
 - Establishment of a management regime available to engage with occupiers.
 - Ensuring that the scheme is fully compliant with all statutory legislation at all times and undertaking all required risk assessments.
 - Setting and administering the service charge regime and devising a recovery mechanism that is fair and transparent, affordable and in accordance with the RICS Code of Practice and residential legislation.
 - Issuing service charge and insurance demands and undertaking all associated accounting functions.
 - Ensuring all expenditure is openly and transparently accounted for and that service charges are kept to a reasonable level but not to the detriment of the quality of service required.
 - Promoting accessibility and diversified use of open space
 - Establishing and administering where required methods of cost accrual for future large capital expenditure items.
 - Co-coordinating emergency procedures and safety routines.
 - Procurement of specialist contractors for such services as M and E, utilities, cleaning, waste management, security, landscaping and fabric maintenance. Constantly monitoring and benchmarking these contractors against statutory requirements and industry best practice.
 - Transparent and open communication with all stakeholders
 - Maintaining a viable DEMS that meets these objectives and those of general good estate management practice.
 - The encouragement of the establishment of local groups to promote the development of an inclusive community.

Tendering Of Services

- 6.4 It is anticipated that the landowners or management companies would either manage the scheme directly or appoint specialist managing agents whose procurement programmes would focus on achieving supply partner relationships which deliver best value for money in a framework which is fully compliant with the RICS Service Charge Codes and other relevant residential legislation.
- 6.5 It is envisaged that a competitive tender process for the awarding of all contracts would be operated in accordance with the RICS Service Charge Code, the British Standard for Procuring Sustainably, the British Standard for Procuring Facility-Related Services, and ARMA Q.
- 6.6 The principal services are likely to include:
- Utilities - electricity consumption to the street lamps, public realm, estate management office, water consumption for the on-site management team, cleaning operation to the hard landscaping, any water used for irrigation of the soft landscaping over and above sustainable initiatives.
 - Management Fees – the fee charged by the management company or an appointed managing agent to manage the services.
 - Cleaning – the cost of a cleaning programme to all public realm areas within the development including site, general, specialist cleaning, pest control, equipment hire.
 - Waste Management – the implementation of the waste management strategy.
 - Safety And Security – the provision of security to the public realm including costs relating to guarding, radios, CCTV maintenance, and vehicle hire.
 - Landscaping – the maintenance of the external soft landscaping within the public realm and the parks and any replanting and soil dressing.
 - M and E Maintenance – the cost of for maintaining and repairing the lighting and associated electrical equipment and control systems within the public realm.
 - Staff And Office Costs – The employment costs of the team required to run BBBS and associated running costs such as those relating to accommodation, office equipment and IT.
 - Fabric Repairs And Maintenance - relating to the hard landscaped areas, the drainage system and any art work.
 - Significant Capital Replacement Costs – the collection of sums over a number of years for the replacement of large capital expenditure items for example by way of an asset register and life cycle plan relating to identified assets with anticipated expenditure requirement dates.
 - Health And Safety – the undertaking of risk assessments and required remedial actions.
 - Enforcing an agreed parking control strategy to prevent illegal parking on private roads.
 - Consultants – the cost of engagement of specialist consultants.
 - Insurance
 - All services to be administered in accordance with the RICS Service Charge Code, ARMA Q, and other such codes as appropriate.

The Major Services

6.7 As with all schemes of this nature the services that tend to comprise the largest cost headings within the budget and those that have a significant effect on the environment and the 'branding of the scheme' are cleaning, landscaping, security and staffing.

Landscaping

6.8 It is anticipated that the appointed landscaping contractor will be engaged to undertake tasks similar to those below. On many developments it is common for the regular duties to be undertaken weekly in the summer and fortnightly during the winter months.

- Apply feed to all planted areas as required
- Provide ongoing weed control
- Keep all shrub beds in weed – free condition by using chemical control and hand removal of weeds.
- Treat all hard standing areas with weed killer when required including edges and block paving but excluding roadways.
- Cut back any encroachment of planting on roads and pathways as necessary.
- Mow grass, trim edges and remove grass cuttings and dispose of or recycle as compost. Dead head flowering shrubs as required
- Prune and shape shrubs as required to encourage new growth.
- Plant spring/summer seasonal plants as required and replace any planting which is failing.
- Apply soil treatment annually
- Apply compost mulch to borders annually ensuring that areas are dug out before the mulch is applied.
- Tree Surgery - Attend annually using access equipment: crown reduce and shape all trees removing any dead and low growing branches. Reduce /Remove tree overhang on all walkways/footpaths.
- Pick up and take away windblown litter from all landscaped areas.

Cleaning

6.9 The types of duties undertaken by the cleaning team are likely to comprise:

- Clearing litter from roadways, pavements and landscaped areas.
- Clearing away any litter or other detritus from covers to road gullies and surface drainage to prevent the build-up of silt and debris.
- Sweeping all walkways and kerbs and where possible removing all weeds and moss.
- Emptying and cleaning all site litter bins.
- Cleaning low level metal work, estate signage, gates, barriers, etc.
- Cleaning all street furniture and lampposts
- Carrying out a machine sweep of estate roads

Security

6.10 An assessment will be made as to what security measures need to be employed to meet the safe and secure aspirations of the development. It will be important that BBBS establishes a strong reputation in this respect from the outset and the managing team will need to work with their stakeholders and neighbours to achieve this. Key relationships will be those with the Police, the local borough, and any security operators working on neighbouring schemes. It will be determined as to whether any manned security will be required (whether in terms of daily or mobile patrols) and whether any CCTV

monitoring should be undertaken of any areas of the public realm. If these measures are found to be required then the landowner or management company would engage the services of security contractors. Security staff on such schemes commonly undertake tasks such as patrolling, CCTV monitoring, community liaison, traffic management and controlling scheme access.

Staffing

- 6.11 All suppliers on the scheme will be monitored by a management team which will be responsible for ensuring that they are meeting all key performance indicators within their contracts. It may be that the size of the initial phase does not require an on-site staffing presence but even if the management team are attending on-site on a part time basis, they will always be contactable and an out of hours service will also be available as appropriate for publically accessible areas.
- 6.12 Of particular importance will be ensuring that the public realm areas are statutorily compliant at all times. For example the management team will need to ensure full compliance with all general risk assessments and in many instances they will require contractors to complete site safety checklists as provided by a Risk Assessor ensuring for example that: (this is not an exhaustive list)
- All hard and soft landscaping is in a sound condition
 - There are no slippery surfaces
 - No raised paving edges present possible trip hazards
 - No unauthorised signage has been installed
 - All lighting is working and all lighting units appear safe
 - There have been no hazardous spills
 - All waste bins are secure.
 - Estate signage in good condition
 - Waste bins secure
- 6.13 Similarly the management team will ensure that:
- Planned and reactive maintenance strategies are in place and are constantly reviewed.
 - All required repairs to hard and soft landscaped areas, street furniture, the drainage system and all other public realm areas are carried out without delay.
 - Lighting will be maintained and repaired promptly in particular ensuring that all defective external lighting is replaced without undue delay.
 - All fly tipping and graffiti is removed as quickly as possible.

7 Funding for the Management and Maintenance of the Public Realm within BBBS

- 7.1 The money for funding the services outlined in Section 6 will come from the payment of service charges by the owners/occupiers. The obligations to provide services and to pay for them will need to be clearly defined within the legal documentation.
- 7.2 Depending on where a unit is located, an owner/occupier may be required to pay both a building service charge (i.e. if the unit is in a multi-occupied block) and also the estate service charge which pays for the services delivered to the public realm. It is usual for all tiers of charges to be raised in one invoice with the estate service charge being levied on the building owner or Block Management Company who then raises an invoice to the occupier for both the block and estate service charge. The building owner or Block Management Company is required to pay the estate service charge to the Estate Management Company and it recoups that expenditure from the residential units within the building.
- 7.3 If a particular outside area is not for the benefit of all but only for particular occupiers of a block (i.e. a courtyard that is access controlled) then the cost for its maintenance and management should be borne by the block occupiers only. This does not necessarily mean that the Estate Management Company cannot deliver the services if it is more cost efficient to do so, it just means they will levy all the costs on those occupiers that benefit.
- 7.4 Typical cost headings within an estate service charge include:

TYPICAL BUDGET HEADINGS
Utilities
Electricity
Water
Total
Management Fees
Management Company Fees
Total
Cleaning
Site Cleaners
General Cleaning
Road Sweeper Hire
Scrubber Dryer Hire
Refuse and site recycling facility collection
Pest Control
Total
Security
Guarding
Radios
CCTV Maintenance
Electric vehicle hire
Patrol Monitoring System
Consumables-access cards etc.

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Total
Landscape
Maintenance
Seasonal Decoration
Re-Planting/Soil Dressing
Total
Mechanical & Electrical
Lighting Maintenance
Repair Contingency
Total
Staff Costs/Marketing & Promotions
Estates Director
Admin Support
Office equipment, phones etc.
IT
Events/Marketing
Total
Fabric Repairs & Maintenance
General maintenance
Artwork Maintenance
Drainage
Play Space equipment
Planned Maintenance Programme
Total
Health & Safety
General Risk Assessments
Contingency
Total
Consultants
Sustainability
Service Charge Audit
Total
Sinking Fund for planned capital investment
Total

- 7.5 It will be important that the legal wording of the lease and tenancy documents facilitates the structure and cost recovery mechanism that is decided upon by the owners. It should not be too prescriptive so that modifications cannot be made to what was initially envisaged.
- 7.6 The definition of the public realm will be important and also terms such as plot and estate within the legal agreements. There should be the ability for these to change over time if required.
- 7.7 It will be important that the tiers of interests within the legal structure mirror each other regarding these obligations so for example there is the ability to approach another tier (i.e. the building owner) in the event an occupier defaults. The list of services defined should include those mentioned above in Section 6 and any others envisaged in the future.

Framework Estate Management Strategy – Bromley By Bow South

- 7.8 An individual unit's apportionment will be determined by a fair and transparent mechanism and this may be by reference to area, number of habitable rooms, number of bedrooms or by another method as determined by the management company/owner or managing agent. It will be important that all relevant mandatory and advisory codes are complied with together with the residential consultative legislation. Charges levied will need to be deemed affordable to the various uses.
- 7.9 As referred to above it is common to raise charges at block owner level (i.e. investor level of the block, RSL, Residential Management Company etc.) with that entity recovering the estate and block service charge from the occupiers in the legal tier below. If a unit isn't occupied then it is a void cost to the Landlord of that block and they would be required to make payment of the estate service charge for that unit. Where a unit is an individual house dwelling if it is completed but not sold or let then the developer will be responsible for the payment of the service charge allocated to it. If the unit is sold or let but not occupied then the tenant/owner who is not in occupation is still responsible for the payment of the service charge.
- 7.10 All legal agreements across all plots will need to be similarly drafted so that no residual liabilities are created for the developer/landowner or any underfunding of the Management Company results.
- 7.11 It is crucial that any Management Company is fully funded to ensure it has the ability to perform all its obligations and provide all necessary services.



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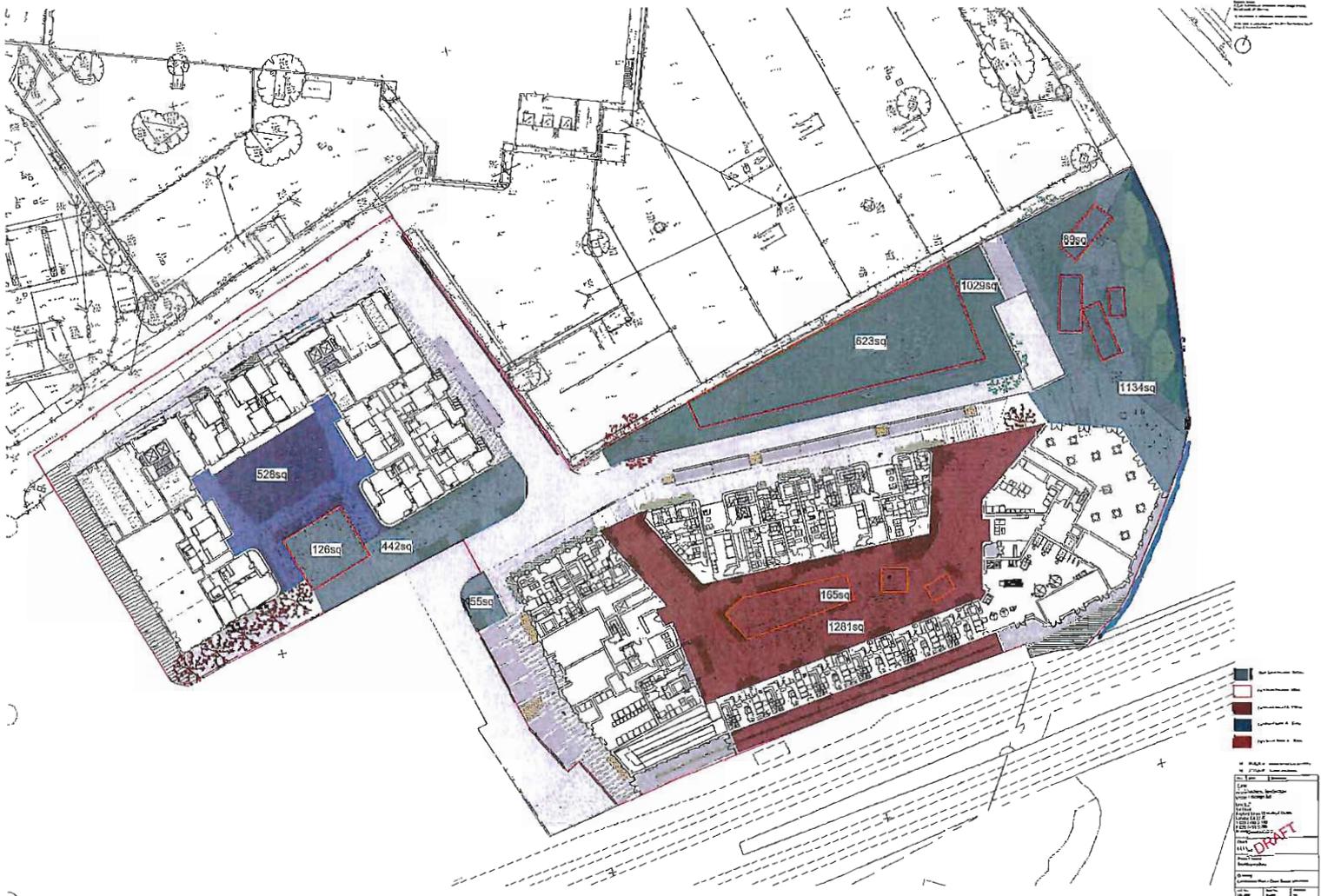
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Appendix 1

Phase One by L&A TRAD

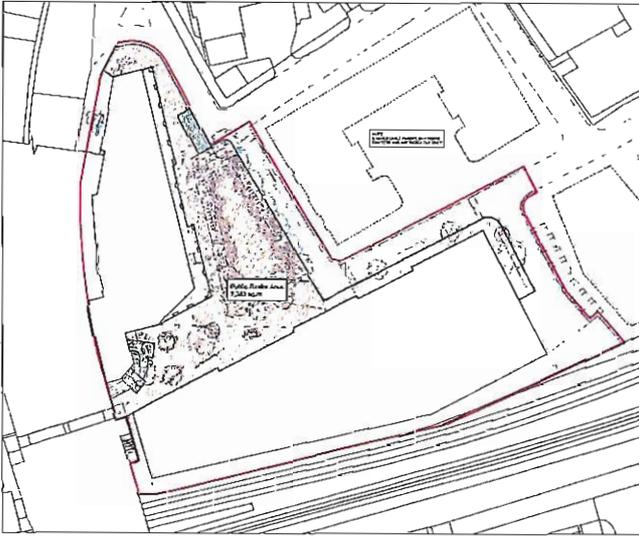


Appendix 2

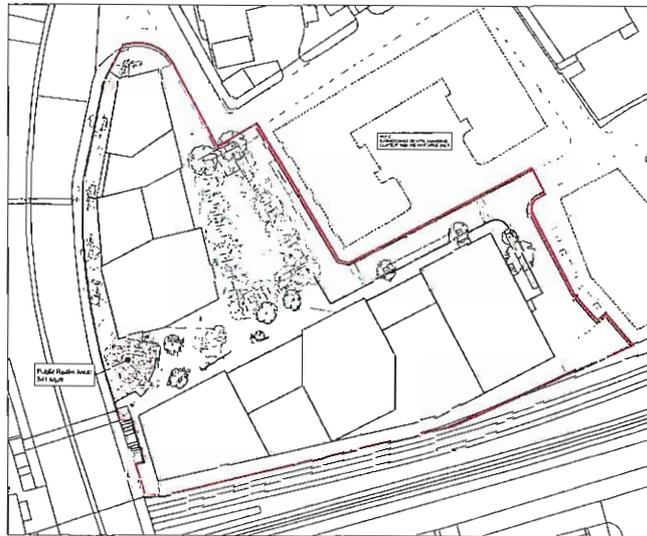
Phase 1 by Plot (Bromley by Bow) LLP



Disclaimer
 The drawings are prepared for the use of the client and are not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client. The drawings are prepared on the basis of the information provided by the client and are not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client. The drawings are prepared on the basis of the information provided by the client and are not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client.



Ground Floor



First Floor

Scale: 1:500 Date: 08/11/17



Notes
 1. The drawings are prepared on the basis of the information provided by the client and are not to be used for any other purpose without the written consent of the architect. The architect is not responsible for the accuracy of the information provided by the client.



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Project
 Clockhouse and Access

Drawing
 Public Realm Management Plan

Scale
 1:500 Date: Aug '17

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