

DATED 28 November 2024

(1) LONDON LEGACY DEVELOPMENT CORPORATION

and

(2) POPULO LIVING LIMITED

and

(3) THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF NEWHAM

PLANNING OBLIGATION BY AGREEMENT
made pursuant to section 106 of the Town and Country
Planning Act 1990 and all other powers enabling relating
to 75 Wise Road, Stratford, London E15 2TG

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 29 DAY OF November 2024
PINSENT MASONS
Pinsent Masons LLP -----

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THIS AGREEMENT is made on

28 November

2024

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, London, E20 1JN (the "LPA");
- (2) **POPULO LIVING LIMITED** (Company Number 08956137) of Discovery House Third Floor, 379-381 High Street, London, England, E15 4QZ (the "Applicant"); and
- (3) **THE MAYOR & BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside, 1000 Dockside Road, London E16 2QU (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 the Site registered at the Land Registry with Title Number EGL53380.
- (C) The Planning Application was validated by the LPA on 29 February 2024.
- (D) 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.
- (E) 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
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commenced" shall be construed accordingly

"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" and "Complying" 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 Newham 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 and "First Occupy" shall be construed accordingly
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"Monitoring Fee"	means the sum of £500 (five hundred pounds) as a contribution towards the LPA's costs for monitoring the Developer's compliance with their obligations under this Agreement
"Occupy", "Occupied" 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
"Parties"	means the parties to this Agreement and the word "Party" shall mean either one of them
"Plan"	means the plan attached at Appendix 2 of this Agreement showing the Site and marked "Site Plan"
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 24/00061/FUL by the LPA for the erection of a rear loft extension at second floor level involving an increase in ridge height, installation of two front elevation rooflights and replacement of windows to the rear
"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 1
"Reasonable Endeavours"	means that it is agreed by the Parties that the Developer under such an obligation will be bound to attempt to fulfil the relevant

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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 commercial developer in the context of the Development (or part of the Development)

"Site" means the land shown edged red on the Plan

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

- 1.2.8 references to the LPA include its successor bodies in function;
- 1.2.9 **"including"** means **"including without limitation"**;
- 1.2.10 unless otherwise indicated references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal invalid or unenforceable the legality validity and enforceability of the remainder of the Agreement is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 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 The Developer covenants to be jointly and severally liable for the performance and compliance with each and every of the obligations, covenants and undertakings contained in this Agreement.
- 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, section 16 of the Greater London Councils (General Powers) Act 1974 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 individual occupiers who are in physical Occupation of such units.
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver 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 Owner) 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 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 provisions of this Clause 3 and Clauses 2, 4.1.3, ~~Error Reference source not found,~~ ~~Error Reference source not found~~; 6, 9, 11, 14, 17, 18 which shall come into effect immediately upon completion of this Agreement.

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

4.1 The Developer covenants with the LPA that it shall:-

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

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

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

5. THE LPA'S COVENANTS WITH THE DEVELOPER

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

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 9
5 Endeavour Square
London
E20 1JN

For the attention of: Anthony Hollingsworth

Applicant:

Address: Discovery House, Third Floor, 379-381 High Street,
London, England, E15 4QZ

For the attention of: Deborah Heenan

Owner:

Address: Newham Dockside, 1000 Dockside Road, London E16
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For the attention of: Darren Levy

- 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 5 (five) 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 5 (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. **CHANGE IN OWNERSHIP**

13.1 The Developer agrees with the LPA to give the LPA written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

14. **THE LPA'S COSTS**

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

15. **VAT**

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

16. **INTEREST**

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

17. **JURISDICTION AND LEGAL EFFECT**

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

17.2 The provisions of this Agreement (other than this Clause 17 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

18. **EXECUTION**

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

SCHEDULE 1

SUSTAINABILITY

1. DEFINITIONS

"Energy Monitoring"	Performance	means monitoring of the energy performance of the Development in accordance with London Plan 2021 Policy SI 2 (and related guidance) to include the monitoring of the following performance indicators: (a) contextual data relating to the Development; (b) the energy and fuel imports into the Development including data from national energy grids and (if applicable) district heating connections; (c) the renewable energy generation within the Development to identify how much energy is being generated on site and where this is used; (d) building energy storage equipment data
"Energy Monitoring Period"	Performance	means a period of 3 years commencing on the date of First Occupation
"Energy Monitoring Report"	Performance	means a report to be submitted on each anniversary of the date of First Occupation during the Energy Performance Monitoring Period setting out the data and information gathered during the Energy Performance Monitoring Period

2. ENERGY PERFORMANCE MONITORING

- 2.1 In order to monitor the Development's energy performance, the Developer shall carry out the Energy Performance Monitoring during the Energy Performance Monitoring Period.
- 2.2 The Developer shall prepare and submit to the LPA for approval an Energy Performance Monitoring Report by no later than 2 weeks after each anniversary of First Occupation during the Energy Performance Monitoring Period.
- 2.3 If the Energy Performance Monitoring Report(s) approved pursuant to paragraph 2.2 conclude that the London Plan 2021 Policy SI 2 (and related guidance) is not being met then the Developer and LPA shall agree in writing measures designed to ensure that the Development meets the London Plan 2021 Policy SI 2 (and related guidance) and thereafter the Developer shall implement the agreed measures for the lifetime of the Development.

SCHEDULE 2

DESIGN MONITORING

1. DEFINITIONS

- "Approved Drawings"** means the drawings approved by the Planning Permission together with the drawings and other design details to be approved pursuant to the Design Conditions (as amended, varied or replaced from time to time pursuant to a S73 Permission or a S96A Amendment)
- "Architect"** means Studio Partington or such other architect as might be agreed between the Developer and the LPA from time to time in accordance with paragraph 3.1.2 of this Schedule
- "Design Application"** means one of the following:-
- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions
 - (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings
 - (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
- "Design Conditions"** means Conditions 3 (Matching External Materials (Brickwork and Roof Tiles), 4 (Rooflights) and 5 (Obscure Glazed Windows) of the Planning Permission and "Design Condition" means any one of them
- "Design Team"** means the design team retained by the Developer as set out in the relevant Design Team Statement
- "Design Team Statement"** means the written document by the Developer setting out the following information which shall be factually correct at the date the statement is given:-
- (a) the members of the design team (being those professionals for whom control of design of the Development or a material part thereof is a significant part of their appointment and not including those whose design recommendations for minor aspects are subject to approval by an existing member of the Design Team) retained by the Developer in connection with the Development and their contact details and
 - (b) the scope of appointment of each member of the design team and

- (c) if applicable identifying that the Architect is no longer retained and the member(s) of the design team taking over their role

"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

"S73 Permission"

means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act

"S96A Amendment"

means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act

2. DESIGN TEAM STATEMENT

- 2.1 Subject to paragraph 2.2 no Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the design team involved in the preparation of that Design Application.
- 2.2 **SAVE THAT** the obligation to submit a Design Team Statement under paragraph 2.1 of this Schedule shall not apply where there has been no change to the Design Team since the Design Team Statement was last submitted and approved by the LPA and in these circumstances the Developer shall provide written confirmation of this within the Design Application.
- 2.3 Without prejudice to paragraph 2.1 the Developer shall submit a Design Team Statement to the LPA as soon as reasonably practicable following the change of the Architect or any member of the Design Team confirmed in the previous Design Team Statement.

3. RESTRICTION ON DEVELOPMENT

- 3.1 No Development shall be Commenced until either:-
 - 3.1.1 the Developer has provided evidence to the LPA's reasonable satisfaction that the Architect and Design Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or
 - 3.1.2 the LPA has approved in writing any alternative members of the Design Team or an alternative Architect.

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:-

)
)
)
A Hollis
Director
AUTHORISED SIGNATORY
Director/Secretary



Executed as a deed by POPULO LIVING LIMITED acting by a director in the presence of

Michael Holland Director

(MICHAEL HOLLAND)

Witness signature: *Gareth Anier*
Name: *Gareth Anier*
Address: *Flat 1, 19 Queens Rd, Beckenham.*

EXECUTED as a Deed (but not delivered until dated) by affixing the Common Seal of THE LONDON BOROUGH OF NEWHAM in the presence of:-



LBN/3940

Supri Dey
Director
Director/Secretary

Authorised Signatory

APPENDIX 1
DRAFT PLANNING PERMISSION

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NOT USED

APPENDIX 2

SITE PLAN

LBN/3940



THE COMMON SEAL OF THE
MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF NEWHAM
Was hereunto affixed in the presence

Supri Dey
Authorized Signatory



HH

M. H. Sheld

Plot No: 1
78 Wisse Road E1 1 1 1
111 000 sq ft
RNL_P_001



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Site boundary

1:1000000

1:1000000