

DATED

29<sup>th</sup> March

2019

THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF TOWER HAMLETS

- and -

POPLAR HARCA (DEVELOPMENTS) LIMITED

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PLANNING OBLIGATION BY DEED UNDER  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

in respect of

72-76 Bromley High Street, London, E3 3EG  
and land and buildings at Bow Bridge and Devons Estate, Poplar

(PA/18/00216)

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Please return this document signed to:

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London Borough of Tower Hamlets  
Town Hall  
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**PLANNING OBLIGATION BY DEED UNDER  
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990**

THIS DEED is made the 29<sup>th</sup> day of March 2019

**BETWEEN:**

**THE PARTIES:**

- (1) **POPLAR HARCA (DEVELOPMENTS) LIMITED** (Company No. 05287815) of 167A East India Dock Road, Poplar, London E14 0EA. ("the Owner"); **and**
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of the Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG. ("the Council")

**RECITALS:**

- (A) The Owner is the registered proprietor of the Land and a Registered Provider.
- (C) The Council is the local planning authority for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations herein for the purposes of section 106 of the 1990 Act.
- (D) The Council validated the application for the Permission to develop the Land with the Development on 2 August 2018.
- (E) On                      2019 pursuant to delegated powers the Council resolved to grant the Permission for the Development subject to the completion of this Deed to secure the planning obligations mentioned herein.
- (F) The Council and the Owner (agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area. They meet the tests of planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended), being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

NOW THIS DEED WITNESSETH as follows:-

1. **DEFINITIONS**

In this Deed the following expressions shall have the following meanings:

<b>"Affordable Housing"</b>	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 as defined in paragraph 3.10 of the London Plan 2016 published by the Mayor of London.
<b>"Affordable Housing Units"</b>	means Thirteen (13) residential units (i.e 100% total habitable rooms) to be provided as Affordable Housing on the Land in accordance with the Housing tenure, mix and maximum rental levels (as appropriate) shown illustrated in the table at paragraph 1.6 of Schedule Three to this Deed.
<b>"Affordable Rented Housing"</b>	means for the purposes of this Deed rented housing provided by an RP for Occupation subject to " <b>London Affordable Rents</b> " and the definition " <b>Affordable Rented Housing Units</b> " shall be construed accordingly.
<b>"Affordable Rented Housing Units"</b>	means Five(5) residential units to be made available for Affordable Rented Housing on the Land as identified in the table at paragraph 1.7 of Schedule Three to this Deed.
<b>"All Reasonable Endeavours"</b>	means that it is agreed by the parties hereto that the party 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 Deed such party 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 (including the importance to

	the other parties of the fulfilment of the relevant obligation) may be reasonable to expect: in the case of the Owner being a competent landowner and/or a competent commercial developer in the context of the Development; and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions.
<b>"Annual Percentage Rent Increase"</b>	means the maximum annual percentage Affordable Rented Housing increase applicable to the Affordable Rented Housing Units set by the Homes England or the Greater London Authority.
<b>"Apprenticeships"</b>	means: <ul style="list-style-type: none"> <li>(i) Traditional apprenticeships as recognised by one or more of the following: <ul style="list-style-type: none"> <li>(a) Construction skill;</li> <li>(b) Learning and skills council and national apprenticeships service; or</li> </ul> </li> <li>(ii) An opportunity which has been deemed as an apprenticeship or traineeship which lead to NVQ 2 qualifications or equivalent and sustainable employment and as agreed by the Council's Employment and Enterprise Team on a case by case basis.</li> </ul>
<b>"Apprenticeship Specification"</b>	means a statement listing the Apprenticeships to be provided pursuant to Schedule Six to this Deed, including the skills and/or trade of the Apprenticeship and the qualification level the Apprenticeship will lead to, always being a minimum level of NVQ level 2 .
<b>"Arm's Length"</b>	means a Chargee or loan company that is not within the same group of companies as the Owner
<b>"Borough"</b>	means the administrative area of the London Borough of Tower Hamlets.
<b>"Carbon Offsetting Contribution"</b>	means the sum of Twenty Six Thousand Four Hundred and Forty – Two pounds (£26,442 to be used towards Carbon Offset Projects and paid in accordance with the covenants in Schedule Four to this Deed.
<b>"Carbon Offsetting Guidance"</b>	means such policy or guidance published by the Council which specifies how development contributions for carbon off-set paid to the Council under Section 106 of the 1990 Act will be expended on Carbon Offset

	Projects.
<b>"Carbon Offset Projects"</b>	<p>means projects are those which deliver carbon emission reductions in accordance with the Carbon Offsetting Guidance to include (without limitation):</p> <ul style="list-style-type: none"> <li>• fuel poverty initiatives to deliver energy efficiency measures to the residential sector;</li> <li>• public building energy efficiency retrofit initiatives to reduce carbon emissions and reduce energy costs; and/or</li> <li>• carbon reduction community projects to include energy efficiency of buildings or renewables projects.</li> </ul>
<b>"Chargee"</b>	<p>means any mortgagee or chargee who is an Arms Length Lender (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver").</p>
<b>"Commencement Date"</b>	<p>means the date on which the Permission is first implemented by the carrying out on the Land of a material operation as defined by Section 56(2) and (4) (a)-(d) of the 1990 Act in connection with the Development but for the purpose of this Deed excluding the following (a) demolition works (b) excavation (c) archaeological works (d) site surveys, (e) site preparation (f) environmental preparatory works (g) the erection of fencing to enclose the Development or any part of the Development (h) laying of or provision of any services and/or services diversion works on or under the Development or any part of the Development (i) the laying out of roads for construction purposes (j) the erection of site buildings for construction purposes (k) contamination tests (l) remediation or trial pits (m) works of decontamination remediation and "Commencement" or "Commence" shall be construed accordingly and where used by reference to any part of the Development shall refer to the relevant act for that part.</p>

<b>“Common Housing Register and Choice Based Lettings ”</b>	means a single housing list agreed by the Council and its RP partners giving persons in housing need priority within the Borough access to available homes of the Council and its RP partners.
<b>“ Consumer Price Index (CPI)”</b>	means the United Kingdom General Index of Consumer Prices (all items) or if such index is no longer published or if the basis of calculation is challenged such other published index of consumer prices or the value of money as the Owner with the consent of the Council (which shall not be unreasonably withheld or delayed) shall decide.
<b>“Construction Phase”</b>	means the period between the Commencement Date and Practical Completion of the Development.
<b>“Development”</b>	means the erection of 13 affordable dwellings in a building up to 5 storeys in height in accordance with the Permission.
<b>“Dispose”</b>	means to sell, let or otherwise part with possession of and “Disposal” and “Disposed” shall be construed accordingly.
<b>“Employment Initiatives”</b>	means the Council led initiatives promoting access to employment, skills, training and enterprise in the Borough.
<b>“Employment and Training Strategy Contribution”</b>	means the sum of Four Thousand, Three Hundred and Fifty Two pounds (£4,352.00) to be paid towards the Council’s Employment Initiatives in accordance with the covenants in Schedule Four to this Deed.
<b>“Financial Contribution”</b>	means the total sum of Thirty Thousand, Seven Hundred and Ninety Four pounds (£30,794.00) comprising the Carbon Offsetting Contribution and the Employment and Training Strategy Contribution referred to in Schedule Four to this Deed.
<b>GLA</b>	means the Greater London Authority or any successor body having such functions.
<b>“Homes England (H.E)”</b>	means the national housing and regeneration agency and regulator for Affordable Housing in England created under the Housing & Regeneration Act 2008 (as amended by the Localism Act 2011) and successor to the Homes and Communities Agency (HCA) or any other successor body having such functions.

<b>"Interest"</b>	4 per centum (4%) per annum greater than the Bank of England base rate in force from time to time from the date that the payment became due until the date of payment
<b>"Intermediate Housing"</b>	means submarket housing which is above Target Rents but below Open Market levels and which housing includes schemes such as Shared Ownership Housing or shared equity housing, intermediate rent and rent to buy housing provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2016.
<b>"Intermediate Housing Units"</b>	means eight (8) residential units to be made available for Intermediate Housing on the Land as identified in the table at paragraph 1.7 of Schedule Three.
<b>"Land"</b>	means parts of the freehold parcels of land in the London Borough of Tower Hamlets situated at 72-76 Bromley High Street, London, E3 3EG and land and buildings at Bow bridge and Devons Estate Poplar which parcels of land are registered at the Land Registry under title numbers EGL518245 and EGL391693 as shown for identification purposes only delineated in red on the Site Plan.
<b>"Local Companies or Suppliers"</b>	means companies organisation or individuals based in the Borough.
<b>"Local Residents"</b>	means residents of the Borough.
<b>"London Affordable Rent"</b>	means the Affordable Rent product in which homes are let at London wide benchmark rents (exclusive of Service Charge) published by the GLA on an annual basis (in accordance with the Mayor's Funding Guidance) Or where such rents are not published annually, such other low cost rent product equivalent to Target Rents, the rent levels to be agreed in writing by the Council in advance with the Council acting reasonably.
<b>"London Design Standards"</b>	means London Housing Design Guide issued by the London Development Agency dated August 2010 and any subsequent edition variation thereto.
<b>"Mayor's Funding Guidance"</b>	means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update



	or replacement guidance.
<b>"Monitoring Fee"</b>	means the sum of One Thousand, Five Hundred pounds (£1,500.00) being the fee to be paid to the Council for overseeing and ensuring the successful delivery of the Planning Obligations contained in Schedules to this Deed.
<b>"Monitoring Officer"</b>	means the officer to monitor compliance with this Deed as appointed by the Council and whose address for correspondence is noted in clause 19 of this Deed.
<b>"Moratorium Period"</b>	means in relation to any proposed sale of any or all of the Affordable Housing Units by a Chargee the moratorium period created by Section 145 of the Housing and Regeneration Act 2008.
<b>"Occupation"</b>	means first occupation of any part of the Development for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of demolition, testing construction, security, fitting out, decoration, marketing or display and "Occupy" and "Occupied" shall be construed accordingly.
<b>"Open Market"</b>	means the open market value of residential property as defined in the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors (the Red Book).
<b>"Permission"</b>	means the planning permission to be granted pursuant to planning application reference number PA/18/01973.
<b>"Perpetuity"</b>	means a minimum term of One Hundred and Twenty Five years from the date of Occupation of the first Affordable Housing Unit.
<b>"Practical Completion"</b>	means the issue of a certificate of practical completion by the Owner's architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part thereof, or in the event that the Development is constructed by a party other than the Owner the issue of such a certificate by that other party's architect surveyor engineer or other relevant professional advisor.



<b>"Rent and Nominations Agreement"</b>	means the rent and nominations agreement to be entered in the form of the draft attached at Schedule Seven of this Deed.
<b>"Rent Standard"</b>	means levels of rents determined in accordance with the Welfare Reform and Work Act 2016 and the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 or any successor rent standard or legislation issued from time to time.
<b>"Right To Acquire (RTA) Purchaser"</b>	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by Section 180 Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an RP to purchase their homes.
<b>"Registered Provider" or "RP"</b>	means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous statutory provision) and approved by the Council such approval not to be unreasonably withheld or delayed.
<b>"RPI Index"</b>	means the Government Index of Retail prices (all items) published by the Office for national Statistics on behalf of HM Government, or any successor to that index from time to time.
<b>"Shared Ownership Housing"</b>	means a form of Intermediate Affordable Housing provided by an RP in which the occupier owns a share of the property and the remainder of the property is owned by the RP on which the occupier may pay a rent and is entitled to purchase further shares up to 100% and which meets the Council's affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2016. And "Shared Ownership Lease" and Shared Ownership Lessee" shall be construed accordingly.
<b>"Site Plan"</b>	means that plan appended to Schedule One of this Deed.
<b>"the 1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended).
<b>"Traffic Management Order Payment"</b>	means the sum of One Hundred and Six pounds (£106) payable to the Council pursuant to Schedule Five of this

	Deed in order to update the Council's database on car permit restrictions
<b>"Working Day"</b>	means any day (apart from Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday or other day during the Christmas period on which the Council's offices are closed to the public) on which clearing banks in the City of London are open for the transaction of ordinary business.

## 2. **CONSTRUCTION OF THIS DEED**

- 2.1 The First Mortgagee and the Second Mortgagee shall hereinafter, together be referred to as the Mortgagee for the purposes of this Deed.
- 2.2 The expressions "the Owner" and "the Mortgagee" shall save where specifically provided to the contrary by this Deed include the successors in title to that party and to any person deriving title from that party and the expression "Council" shall include its successors in functions.
- 2.3 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons;
- 2.4 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 2.5 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute;
- 2.6 References in this Deed to any clause, sub-clause or Schedule without further designation shall be construed as a reference to the clause, sub-clause or Schedule to this Deed so numbered;
- 2.7 The clause paragraph and schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- 2.8 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly or against each individually unless there is an express provision otherwise;
- 2.9 The word "including" shall be construed without prejudice to the generality of the words preceding it;
- 2.10 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction;

- 2.11 save in respect of the Permission, in the event of any conflict between the terms conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail;
- 2.12 In this Deed, unless otherwise specifically stated, any reference to the term “month” shall mean calendar month, any reference to the term “day” shall mean any day on which retail banks are open for business in London and any reference to the term “year” shall mean calendar year;
- 2.13 The Interpretation Act 1978 shall apply to this Deed.

### **3. LEGAL BASIS**

3.1 This Deed is entered into pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 16 of the Greater London (General Powers ) Act 1974;
- (c) section 1 of the Localism Act 2011; and
- (d) all other powers enabling in that behalf.

3.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner as herein provided in relation to the Land.

3.3 To the extent that any of the covenants, restrictions and requirements imposed in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other powers enabling in that behalf

3.4 The Owner enters into the obligations in this Deed for its self and its successors in title with the Council to the intent that the obligations hereunder shall subject to clause 8.2 be enforceable not only against the Owner in relation to the Land but also the successors in title of the Owner and any person deriving title from the Owner in the Land or any part thereof.

### **4. CONDITIONALITY**

4.1 Save in respect of any obligation in this Deed which is required to be satisfied prior to Commencement (such obligations to take effect upon the grant of the Permission, this Deed is conditional upon the grant of the Permission.

### **5. THE PLANNING OBLIGATIONS**

5.1 The Owner hereby covenants with and undertakes to the Council by way of the following planning obligations that the Owner shall:

- (a) not Commence, cause or permit the Development to be commenced until a notice in writing of the proposed Commencement Date has been served on the Council no later than seven days prior to the event occurring using the form of draft notice annexed at Schedule Two to this Deed;
- (b) observe and perform the covenants, obligations and other matters mentioned herein in so far as they relate to the Owner as set out in the Schedules to this Deed.

## **6. THE COUNCIL AGREES**

6.1 The Council hereby agrees:

- (a) to issue the Permission as soon as reasonably practicable and in any case within ten days following the date of this Deed;
- (b) save for the planning obligations in Schedule Five ("Car Free Development") and Schedule Three ("Affordable Housing") upon any of the Owner's covenants and undertakings herein being satisfied and upon receipt of a written request to confirm that such covenants and undertakings have been satisfied and where applicable, to remove all relevant entries relating to this Deed from the Local Land Charges Register; and
- (c) to observe and perform the obligations on the part of the Council set out in the Schedules to this Deed.

## **7. GENERAL COVENANTS AND UNDERTAKINGS**

- (a) 7.1. The Owner hereby covenants with and undertakes to the Council that the Owner shall on the date hereof pay the Council's reasonable and proper legal fees in respect of this Deed in the sum of Five Thousand, Five Hundred pounds (£5,500)
  - (b) within 28 days from the date hereof apply to the Chief Land Registrar to register this Deed in the Registers of its title to the Land and to furnish the Council forthwith upon registration official copies of such title to show the entry of this Deed in the Charges Register of the same
- 7.2 The Owner warrants that it is the freehold owner of the Land as set out in the recitals to this Deed and it has full power to enter into this Deed and that there is no other person having any interest in the Land other than as disclosed in writing to the Council prior to the date hereof.

## **8. AGREEMENTS AND DECLARATIONS:**

It is hereby agreed and declared that:

- 8.1 If the Permission for the Development is quashed or revoked or expires before the Commencement Date or is modified (other than by agreement with or at the request of the

Owner) or a different planning permission in respect of the Land is implemented so that it is physically impossible or unlawful to develop the Land in accordance with the Permission PROVIDED THAT for the purposes of this clause "a different planning permission" shall mean a planning permission granted after the date of the Permission on an application or appeal pursuant to Part III of the 1990 Act and shall not include any variation to the Permission this Deed shall forthwith determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Deed

- 8.2 No person shall be liable for any breach of the covenants or undertakings contained in this Deed which occur after the relevant person has parted with his particular interest in the Land or the part in respect of which such breach occurs AND no owner or occupier or mortgagee of any area of land within the Land will be liable in respect of any area of land within the Land in respect of which it is not an owner occupier or mortgagee in possession but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations or covenants.
- 8.3 Nothing in this Deed shall be construed as prohibiting or limiting any right to develop any part of the Land in accordance with a planning permission (other than the Permission) or listed building consent granted by the Council or by the Secretary of State on appeal or reference to him before or after the date of this Deed.
- 8.4 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights powers duties and obligations of the Council in its exercise of its functions either as local planning authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes bylaws and regulations may be as fully and effectively exercised as if the Council was not a party to this Deed.
- 8.5 Nothing in this Deed shall imply any obligations on the part of the Council to the parties hereof or to any person to ensure that the Development is properly constructed.
- 8.6 Save where the context otherwise requires, nothing in this Deed shall require the Owner to perform any obligation whatsoever in upon or under land outside the ownership of the Owner.
- 8.7 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Deed shall be deemed to have been validly served if delivered in accordance with clause 19.
- 8.8 Where the approval, satisfaction, agreement, confirmation or consent of the Council or any officer of the Council is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.
- 8.9 The Owner shall not encumber or otherwise deal with the Land or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed on the Owner will be prevented from being carried out.
- 8.10 No obligations undertakings or liabilities under this Deed (save for the planning obligations in Schedule Three ("Affordable Housing") and Schedule Five ("Car Free Development")) shall be enforceable against purchasers or lessees (but not applying to RP purchaser of Residential

Units) of the individual Residential Units comprised within the Development (including for the avoidance of doubt the Affordable Housing Units or any one) or their mortgagees or successors in title to either the purchaser or lessee or mortgagee, or against statutory undertakers in relation to any part or parts of the Land acquired by them for their purposes or for electricity sub-stations, gas governor stations or pumping stations or against anyone whose only interest in the Land or any part of it is in the nature of an easement or covenant.

8.11 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the 1990 Act and unless otherwise agreed between the parties, with effect from the date that any new planning permission is granted pursuant to Section 73 of the 1990 Act:

- (a) the obligations in this Deed shall (in addition to continuing to bind the Land in respect of the Permission) relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the 1990 Act and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;
- (b) the definitions of Development and Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s); and

**PROVIDED THAT** nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act or the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 of the Act whether by way of a new deed or supplemental deed pursuant to Section 106 of the 1990 Act.

## 9. DISPUTE RESOLUTION

9.1 In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Deed the parties will attempt to resolve that dispute amicably including holding a meeting attended by at least one representative of appropriate seniority from each party within 10 days of a request from one party to convene the meeting.

9.2 If the parties are unable to resolve the dispute amicably following the meeting (or if sooner the expiry of the 10 days following the request for a meeting) pursuant to clause 9.1 such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference save in the case of fraud or manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares

- 9.3 In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to clause 9.2 of this Clause or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to clause 9.2 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the president for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference save in the case of fraud or manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.
- 9.4 If an expert nominated or appointed pursuant to this clause 9 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 9.3.
- 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 Working Days from the date of his appointment.
- 9.6 Notice in writing of the appointment of an expert pursuant to this clause 9 shall be given by the expert to the parties and he shall invite each of the parties to submit to him within 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 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in this clause 9 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 9.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the parties hereto.
- 9.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 9 the party or parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 9.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the dispute in equal shares.
- 9.11 Nothing in this clause 9 shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.



**10. WAIVER**

10.1 No waiver (whether express or implied) by the Council of any breach by the Owner, nor any waiver of any breach by its respective successors in title or those deriving title from the Owner in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof.

**11. CHANGE IN OWNERSHIP**

11.1 The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Land or part thereof (save in relation to disposals of individual Residential Units comprised within the Development) occurring before all the obligations under this Deed have been discharged such notice to be served within 28 days following the change and 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 Land purchased by reference to a plan.

**12. INDEXATION**

12.1 Save for Schedule Three ("Affordable Housing"), any sum referred to in the Schedules to this Deed shall be increased by an amount equivalent to the increase in the RPI Index from the date hereof until the date on which such sum is due PROVIDED THAT in the event that the Indexation shall decrease the sum shall not fall below the figures set out in this Deed.

**13. INTEREST**

13.1 If any payment due under this Deed is paid late, Interest will be payable in accordance with the terms of this Deed from the date payment is due to the date of payment.

**14. VAT**

14.1 All payments to be made under the terms of this Deed shall be exclusive of any value added tax properly payable.

**15. THIRD PARTIES**

15.1 Unless expressly stated in this Deed no third party or other person who is not a party to this Deed other than a successor in title or in the case of the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

**16. JURISDICTION**

16.1 The construction validity and performance of this Deed shall be governed by English Law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

**17. COUNTERPARTS**

17.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same Deed.

**18. DELIVERY**

18.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**19. NOTICES**

19.1 All notices, requests, demands or other written communication to or from the respective parties pursuant to this Deed will be deemed to have been properly given or made if despatched (in addition to any other effective mode of service) by registered post or recorded delivery post and addressed as follows:

- (a) if to the Council marked for the attention of the Section 106 Monitoring Officer, The Town Hall, Mulberry Place, 2nd Floor, 5 Clove Crescent, E14 2BG;
- (b) if to the Owner the address given on page 1 of this Deed or such other address as the Owner may notify to the other party from time to time.

**20. DUTY TO ACT IN GOOD FAITH**

20.1 The parties agree with one another to act reasonably and in good faith in the fulfilment of the objectives of this Deed.

**IN WITNESS** whereof the parties hereunto have executed this Deed the day and year first before written

**SCHEDULE ONE**

**"Site Plan"**



AKH



Revision	Date	Description	By	Check	Client logo
-	06.01.18	Issued for planning	MM	TM	



**Notes**  
 Do not scale drawings. All dimensions should be checked on site. Errors to be reported to architect. To be read in conjunction with all relevant architects' services and engineers' drawings.  
 Contractors, subcontractors and suppliers must verify any critical dimensions on site prior to construction of any building element. Any discrepancies are to be reported to the architect.  
 This drawing should be read in conjunction with all relevant specifications, engineers' and specialist consultants' information. Any discrepancies must be reported prior to installation.

**Key**  
 — Site boundary

**Metropolitan Workshop**  
 Fumbally Court, Fumbally Lane  
 Dublin, D08 N2N8  
 14-16 Cowcross Street  
 London, EC1M 6DG  
 +44 (0) 20 7566 0450  
 www.metwork.co.uk

Project:	Bromley High Street	Job No.	1632-1	Status	PL	Package	106	Reference	001	Revision	-
Client:	Poplar Harca	Location:	72-74 Bromley High Street, London, E3	Date:	January 2018	Scale:	1:1250 @ A1				
Title:	Location Plan										
Drawing Number:											



**SCHEDULE TWO**

**Notice of Commencement Date  
Pursuant to a s106 Planning Obligation Agreement**

Planning Permission Reference	
Site Address	
Date legal agreement signed	

Name of Developer / Owner / Other Signatory	
Contact name	
Position	
Telephone number	
Address	

Relevant clause in legal agreement	5.1(a)
Date of implementation	

*Please send this form to:*

Planning Obligations Officer  
Development and Renewal  
London Borough of Tower Hamlets  
Mulberry Place, 2nd Floor,  
5 Clove Crescent, London E14 2BG

### SCHEDULE THREE

#### **“Affordable Housing”**

1. The Owner hereby covenants with and undertakes to the Council that the Owner will in respect of the Affordable Housing:-
  - 1.1 provide the Affordable Housing Units on the Land
  - 1.2 not Occupy or cause or permit to become Occupied the Affordable Housing Units for any purpose other than for the provision of Affordable Housing in Perpetuity;
  - 1.3 Provide one (1) Affordable Housing Unit as accessible or easily adaptable for wheelchair users across all tenures and unit sizes, and provide details including 1:50 floor plans of the proposed wheelchair accessible dwellings to the Council for approval prior to commencement and notify the Council at least nine months prior to their Practical Completion;
  - 1.4 provide the Affordable Housing Units to London Design Standards;
  - 1.5 not to Occupy, cause or permit Occupation of the Affordable Housing Units until the Affordable Housing Units have been Disposed of to an RP for a term no less than the Perpetuity Period

SAVE THAT paragraph 1.5 shall not apply where the Owner is an RP and intends to remain the Owner of the Affordable Housing Units.
- 1.6 The Disposal of the Affordable Housing Units to an RP shall be subject to a condition that the RP enters into the Rent and Nominations Agreement with the Council and the Owner shall not permit the Affordable Housing Units to be Occupied until the Rents and Nominations Agreement has been completed. If the Owner is an RP and intends to remain the Owner of the Affordable Housing Units, the Owner shall enter into the Nominations Rental and Referral Agreement with the Council on the date hereof;
- 1.7 Provide the Affordable Housing Units in accordance with the tenure mix and rental levels (as appropriate) shown in table below:

<b>Number of Units</b>	<b>Beds</b>	<b>Tenure</b>	<b>Weekly Rent (Excluding Service Charge) on first letting</b>
3	1 Bedrooms	Affordable Rented Housing	£144.26
1	2 Bedrooms	Affordable Rented Housing	£152.73
1	3 Bedrooms	Affordable Rented Housing	£161.22
3	1 Bedrooms	Shared Ownership	
5	2 Bedrooms	Shared Ownership	
<b>Total: 13</b>			

- 1.8 Procure that the rents (inclusive of service charge) on first letting of any Affordable Rented Housing units shall not exceed the amounts set out in the table in paragraph 1.7 above as modified by paragraph 1.9 below.
- 1.9 The rents for first lettings of any Affordable Rented Housing Units shall be subject to an Annual Percentage Rent Increase of CPI + 1% p.a (calculated from the date of this Deed and based upon the CPI rate published for the preceding September) on top of the amounts set out in the table at paragraph 1.7 above PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing the revised weekly rents.
- 1.10 Procure that the rents (inclusive of service charge) on subsequent lettings and tenancy renewals of the Affordable Rented Housing Units (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the amounts set out in the table in paragraph 1.7 above and which rents shall be subject to H.E's permitted maximum annual rent increase of CPI + 1% p.a (calculated from the date of first letting of the Affordable Rented Housing Units and based upon the CPI rate published for the preceding September) PROVIDED THAT if such weekly rents on subsequent letting and tenancy renewals are proposed to exceed the amounts set out in the table at paragraph 1.7 above along with any increase in line with the H.E'S permitted maximum annual rent increase of CPI + 1% p.a (calculated from the date of first letting of the Affordable Rented Housing Units and based upon the CPI rate published for the preceding September) the Owner shall obtain the written agreement of the Council as to the amounts of the weekly rents and the Council shall act reasonably when agreeing the revised weekly rents.
2. The obligations and restrictions contained in this Schedule Three shall not bind:
- 2.1 a Chargee appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner or lessee and who has first complied with the provisions of paragraphs 3.1.1 to 3.1.4 of this Schedule;
- 2.2 any Right To Acquire Purchaser;
- 2.3 any mortgagee or chargee of an Intermediate Housing Unit lawfully exercising the mortgagee protection provision within an Intermediate Housing Unit owner's lease; or
- 2.4 any person or body deriving title through or from any of the parties mentioned in paragraphs 2.1 to 2.3; or
- 2.5 any unit where the lessee under a Shared Ownership Housing lease has staircased to 100% of the equity in that lease and any mortgagee chargee or receiver thereof
- 3.1 Any Chargee, mortgagee or receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner or lessee claiming protection granted by paragraph 2.1 must first:
- 3.1.1 comply with the restrictions and obligations contained in Sections 144 to 159 of the Housing and Regeneration Act 2008;



- 3.1.2 provide the Council as soon as reasonably practicable with copies of any notices served on or by H.E or the regulator (or its successor) pursuant to Sections 144-148 or Section 151 of the Housing and Regeneration Act 2008;
  - 3.1.3 provide the Council with copies of any proposals or directions that the mortgagee received from H.E under Sections 152 to 155 of the Housing and Regeneration Act 2008 (or where any part of those proposals are of a confidential nature such details of the proposals as are appropriate in all the circumstances) and provide the Council with further details of progress reached towards implementing such agreed proposals from time to time;
  - 3.1.4 give the Council the option to purchase the relevant Affordable Housing Unit(s) from the Chargee or alternatively nominate another RP to purchase the relevant Affordable Housing Unit for a period commencing on the date that the Chargee gives the Council notice of the option to purchase and ending on the later of one month (or such other period as may be agreed by the parties) after the date of that notice of the option to purchase or the end of any Moratorium Period, if such period is agreed between the parties ("the Option Period"). The Council (or its nominated RP) shall be entitled to complete the purchase of the Affordable Housing Unit at any time up to two calendar months after the expiry of the Option Period; and
- 3.2 the price payable by the Council or its nominated RP for the Affordable Housing Unit pursuant to Clause 3.1.4 shall be the Open Market value of the Affordable Housing Unit including the land on which the Affordable Housing Unit is constructed subject to the restrictions contained within this Schedule or all sums due to the mortgagee pursuant to the terms of the Chargee's charge together with reasonable legal and administrative fees, whichever is the greater.
  - 3.3 The parties shall use reasonable endeavours to agree the Open Market value of the Affordable Housing Unit or Units but in the event of failure to agree the Open Market value shall be determined by an independent surveyor having at least ten years' experience in the valuation of affordable/social housing within the London area and will be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy, due regard being had to all the restrictions imposed upon the Affordable Housing Unit or Units.

## **SCHEDULE FOUR**

### **“Financial Contribution”**

- 1) The Owner covenants and undertakes to the Council:
  - (i) To pay the Financial Contribution and the Monitoring Fee to the Council on the Commencement Date.
  - (ii) not to Commence, cause or permit the Development to be Commenced unless and until the Developer has paid the Financial Contribution and the Monitoring Fee to the Council on the Commencement Date.
  - (iii) to serve on the Council the “Notification of Payment of a Financial Contribution and Monitoring Fee under s106 Agreement” annexed to this Schedule upon making the payments referred to in paragraph 1 above.
    - (i) the Council shall be entitled to use all Interest accrued on the Financial Contribution from the date of actual payment of the Financial Contribution until the date that the Financial Contribution are spent.
    - (ii) In the event of any delay in paying the whole of or part of the Financial Contribution and or Monitoring Fee, the Financial Contribution and or Monitoring Fee or the part thereof in respect of which there has been any such delay will be:
      - (i) a debt due to the Council recoverable by action; and
      - (ii) liable to Interest thereon calculated on a daily basis from the date due until the date of payment.

## Notification of Payment of a Financial Contribution and Monitoring Fee under s106 Agreement

Planning Permission Reference	PA/ /
Site Address	
Date legal agreement signed	

Name of Developer and Owner / Other Signatory		
Contact name		
Position		
Telephone number		
Address		
	Email:	
	Fax:	Mobile:

Relevant clause(s) in legal agreement	
<b>Amount paid</b>	
<b>Indexed amount paid</b>	
<b>Penalty amount paid</b>	
Method of Payment*	1. Cheque/Postal Order 2. BACS/CHAPS
Index Used (BCIS or RPI)	Please provide calculation used for Index Calculation of the Payment

**\* Methods of Payment**

1. Cheque/Postal Order – Make payable to London Borough of Tower Hamlets and send together with this form to Planning Obligations Officer at the address below.
2. BACS/CHAPS – Please quote reference: S106 Legal Agreement PA/xx/xxxx

Account Name: London Borough of Tower Hamlets - Main Account  
Sort Code: 60-03-19  
Account Number: 75666952

*Please return this form to:*

London Borough of Tower Hamlets  
Planning Obligations Officer  
Mulberry Place  
2nd Floor  
5 Clove Crescent  
London E14 2BG

## SCHEDULE FIVE

### **“Car Free Development”**

1. The Owner covenants with and undertakes to the Council that as of the Commencement Date it:-
  - (a) shall pay the Council the Traffic Management Order Payment within two months of the Commencement Date;
  - (b) shall not Occupy, or cause or permit the Development to be Occupied if the Owner is in possession of a permit to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984;
  - (c) shall in relation to the Development, not apply for (unless the occupant is the holder of a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) a permit to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984 for the use of residents or businesses of the Development in the locality of the Land;
  - (d) in any Disposal and or letting of any individual unit within the Development the Owner shall:
    - (i) inform all prospective purchasers, lessees or tenants etc. of any unit of the restrictions relating to car use under this Deed; and
    - (ii) include in all transfers, tenancies and leases of any such individual unit covenants dealing with the matters referred to in paragraph 1(b) and paragraph 1(c) hereof;
  - (e) from the date of Practical Completion, the Owner and/or manager of the units at the Development shall:
    - (i) maintain a management system to ensure that all occupants and intended occupants of the Development are given notice of the restriction upon car parking contained in paragraph 1(b) of this Schedule Five;
    - ii) upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires regarding compliance with paragraphs 1(b) and 1(c) of this Schedule Five,

SAVE THAT this Schedule Five does not prevent residents, workers or visitors of the Development and the Affordable Housing Units from parking cars or vehicles on the Land nor does it preclude the operation of the Council’s Permit Transfer Scheme (which permits Borough residents moving to 3 bedroom or larger social rented car free homes to keep one on street car parking permit) insofar as it continues to operate in the Borough.

## **SCHEDULE SIX**

### **“Employment, Skills, Training and Enterprise”**

The Owner covenants with the Council to the extent the same does not contravene any statutory or regulatory requirement or lead to the disclosure of any confidential or commercially sensitive information that the Owner shall:

#### **Part 1**

##### **General**

1. Three months prior to Commencement of the Development meet (along with the Owner’s main contractor) with representatives from the Council’s Access to Employment Team and agree the basis and methodology to participate in the Council’s Access to Employment initiatives and set up a working group to consider and implement any employment, training and enterprise initiatives and agree how to monitor progress. Thereafter to make All Reasonable Endeavours to proceed pursuant to the agreed basis and implement the methodology in order that that obligations in this schedule are met.
2. Issue a written statement (in the form set out in Part Two to this Schedule) to prospective contractors and sub-contractors at the tendering of work stage and to the prospective tenants/owners of the commercial/business element of the Development when first identified which sets out the obligations in this Schedule and the Owner’s commitment to ensuring that the obligations contained in this Schedule are complied with.
3. So far as necessary to achieve the obligations set out in this Schedule ensure that any contracts or sub-contracts that are entered into will facilitate the Owner in complying with their obligations under this Schedule.
4. Not to Commence Development until the obligations contained in paragraphs 1, 6 and 7 of this Schedule have been complied with.
5. It is agreed that the Owner shall not be required to observe or perform any obligation in this Schedule if and to the extent that such observance or performance contravenes any statutory or regulatory requirement.

##### **Employment**

6. Three months prior to Commencement of Development and prior to meeting with the Council pursuant to paragraph 1 of this Schedule to provide the Council’s Employment and Enterprise team with a schedule of the non-technical job opportunities created by the Construction Phase
7. Advertise a minimum of 20% of non-technical job placements for the Construction Phase exclusively to Local Residents through the Council’s job-brokerage service for a period of at least two weeks and to use All Reasonable Endeavours to ensure that a target of 20% employment of Local Residents is achieved.

8. During the Construction Phase of the Development to provide the Council's Employment and Enterprise team with monitoring returns in respect of the employment of Local Residents on a monthly basis.

#### Local Goods and Services

9. Prior to Commencement of Development and prior to meeting with the Council pursuant to paragraph 1 of this Schedule to provide the Council's Employment and Enterprise team with a schedule of the construction contracts and suppliers required during the Construction Phase. This schedule must show all opportunities for contracted and sub-contracted supplies and services
10. Use All reasonable endeavours to ensure that the total value of contracts procured from Local Companies or Suppliers throughout the construction and development phase shall be no less than 20% of the total value of the goods and services procured.
11. Report the value of all orders placed with Local Companies or Suppliers to the Council's Employment and Enterprise team on the completion of the tendering stage for the construction period.

#### Local Apprenticeships

12. At least three months prior to Commencement of Development to submit to the Council for approval the Local Apprenticeship Specification and thereafter ensure compliance with the details of the Local Apprenticeship Specification.
13. To use reasonable endeavours to provide One (1) NVQ Level 2 apprenticeships including shared apprenticeship schemes during the first five years of Occupation of the end-user phase of the Development, and in accordance with the approved Local Apprenticeship Specification.

### **Part Two**

#### **Local Employment And Equal Opportunities Statement**

As required by the Section 106 Agreement between The Mayor and Burgesses of the London Borough of Tower Hamlets ('the Council') and ("the Owner") in respect of the scheme known as development at ("the Development"), the Owner hereby confirms that they are fully committed to participating in local employment initiatives of the Council, and to ensuring equal opportunities of employment and training for persons and businesses. In order to ensure that the Development provides employment and business opportunities for the residents of the area during the Development, all appointed contractors and subcontractors on the Development and prospective tenants/owners of the commercial element of the Development ("the end user phase") will be required to support this commitment and to assist in achieving these objectives. The Owner therefore gives notice that:

1. The Council is primary agency working for the recruitment of Local Residents and Local Companies and should be used as such;

2. In relation to the Development a minimum of 20% of all non-technical placements created by the construction phase of the Development must be advertised exclusively to local residents through the Council's job-brokerage service and All reasonable endeavours must be made to ensure that a target of 20% employment of local residents is achieved;
3. In relation to the Development All Reasonable Endeavours are required to ensure that the total value of contracts procured from Local Companies or Suppliers throughout the Construction Phase are not less than 20% of the total value of the goods and services procured;
4. The Owner and its appointed contractors will ensure that it and all its contractors and sub-contractors and end users when first identified notify the Council as appropriate of job vacancies as soon as vacancies occur;
5. The Owner and its contractors are required to provide the Council with a schedule/programme indicating both the opportunities for contracted and sub-contracted work and supplies, and non-technical jobs created during the Construction Phase, prior to the commencement of the Development;
6. The Council require monitoring reports in respect of the above obligations and any contractors and sub-contractors will be required to provide any information necessary to enable the Owner to comply with this obligation.
7. The Owner and its contractors are to comply fully with their equal opportunities policies and codes of practice. These will take into account the regulations and obligations of:
  - The Equality Act 2010;
  - The Equality and Human Rights Commission's Equality Act 2010 Code of Practice: Employment Statutory Code of Practice;
  - European Directives issued under EU Treaty Articles 13 and 141; and
  - Codes and Regulations formulated under the above Acts and Directives.



**SCHEDULE SEVEN**

**“Rents and Nominations Agreement”**

**THIS AGREEMENT** is made the                      day of                      20

**BETWEEN:**

**THE PARTIES**

- (1)                      (“the Owner”)
  
- (2)                      **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (“the Council”)

**RECITALS**

- (A)                      The Owner is the registered proprietor of the Affordable Housing Units and is a RP for the purposes of the Housing and Regeneration Act 2008.
  
- (B)                      The Council is the local planning authority for the area in which the Affordable Housing Units are situated for the purposes of section 106 of the Town and Country Planning Act 1990.
  
- (C)                      Various planning obligations are secured against the Land on which the Affordable Housing Units are built which subject to the completion of this Agreement seek (inter alia) to secure the availability of the Affordable Housing Units and the right of the Council to make nominations to the Affordable Housing Units for the Perpetuity Period
  
- (D)                      The Council and the Owner agree that this Agreement shall be entered into to secure the provision of the Affordable Housing on the Land in the manner hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1.                      DEFINITIONS**

In this Agreement the following expressions shall have the following meanings:

<b>“Affordable Housing”</b>	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
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	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 as defined in paragraph 3.10 of the London Plan 2016 published by the Mayor of London.
<b>"Affordable Housing Units"</b>	means Thirteen (13) residential units to be made available for Affordable Housing on the Land in accordance with the housing tenure and mix shown illustrated in the table at Appendix 3 to this Agreement.
<b>"Affordable Rented Housing"</b>	means for the purposes of this Agreement rented housing provided by an RP or AAHP for Occupation subject to <b>"London Affordable Rents"</b> and the definition <b>"Affordable Rented Housing Units"</b> shall be construed accordingly.
<b>"Affordable Rented Housing Units"</b>	means Five (5) units to be made available for Affordable Rented Housing on the Land as identified in the table at Appendix Three to this Deed.
<b>"Agent"</b>	means "SharetoBuy.com" and "FIRST STEPS" the Local HomeBuy service introduced by the Mayor of London to provide a one-stop-shop for low cost housing products funded through the GLA.
<b>"Annual Percentage Rent Increase"</b>	means the maximum annual percentage Affordable Rented Housing increase applicable to the Affordable Rented Housing Units set by H.E or the Greater London Authority.
<b>"Arm's Length"</b>	means a Chargee or loan company that is not within the same group of companies as the Owner.
<b>"Chargee"</b>	means any mortgagee or charge who is an Arms Length Lender (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")).
<b>"Common Housing Register" and "Choice Based Lettings"</b>	means a single housing list and lettings system shared by the Council in common with its RP partners giving access to available homes of the Council and its RP partners to

	persons in housing priority need.
<b>“CPI”</b>	means the general index of consumer prices (for all items) published by the Office for National Statistics or, if that index is not published for any month, any substituted index or index figures published by that office, and where this Agreement refers to CPI, this shall be the figure for CPI for September of the preceding year.
<b>“Dispose”</b>	means to sell let or otherwise part with possession of SAVE AS arising as a result of one or more of the events set out in Appendix 2 hereof
<b>“GLA”</b>	means the Greater London Authority or any successor body to their functions in respect of Affordable Housing in London.
<b>“HomesEngland (H.E)”</b>	means the national housing and regeneration agency and regulator for Affordable Housing for England created under the Housing and Regeneration Act 2008 ( as amended by the Localism Act 2011) and successor to the Homes and Communities Agency (HCA) or any other successor body having such functions.
<b>“Intermediate Affordable Housing”</b>	means submarket housing which is above target rents but below Open Market levels and which housing includes schemes such as Shared Ownership housing or shared equity housing, Intermediate Rent, Rent to Buy and Key Worker 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 2016
<b>“Intermediate Housing Units”</b>	means Eight (8) units to be made available for Intermediate Housing on the Land as identified in the table at Appendix Three to this Agreement.
<b>“Land”</b>	means Land at 72-76 Bromley High Street, London, E3 3EG and land and buildings at Bow bridge and Devons Estate Poplar as defined in the Planning Obligation Agreement upon which the Affordable Housing Units are to be provided.
<b>“London Affordable Rent”</b>	means the Affordable Rent product in which homes are let at London wide benchmark rents (exclusive of Service Charge) published by the GLA on an annual basis (in accordance with the Mayor’s Funding Guidance) Or where such rents are not published annually, such other low cost rent product equivalent to Target Rents, the rent levels to be agreed in writing by the Council in advance with the

	Council acting reasonably.
<b>"Occupation"</b>	means first occupation of any part of the Land for its designated planning use but does not include occupation by the Owner or any contractor or other occupier for the purposes of demolition, testing construction, security, fitting out, decoration, marketing or display and "Occupy" and "Occupied" shall be construed accordingly.
<b>"Open Market"</b>	means the open market value of residential property as defined in the Appraisal and Valuation Manual of the Royal Institution of Chartered Surveyors (the Red Book).
<b>"Nominations Procedure"</b>	means the Council's standard procedure set out in this Agreement to make nominations to Registered Providers in relation to Affordable Housing Units on the Land as set out in clauses 3 and 4 such standard procedure being modified to include a means test on affordability as may be specified and/or amended by the Council from time to time PROVIDED THAT the Council shall not vary amend or add to the Nominations Procedure without the agreement of the Owner to any such change such agreement not to be unreasonably withheld or delayed.
<b>"Perpetuity Period"</b>	means a minimum term of One Hundred and Twenty Five years from the date of Occupation of the First Affordable Housing Unit.
<b>"Planning Obligation Agreement"</b>	means the Planning Obligation Agreement entered into pursuant to the Planning Permission.
<b>"Planning Permission"</b>	means planning permission ref: PA/18/01973 as modified or varied from time to time.
<b>"Practical Completion"</b>	means the date that the certificate of practical completion is issued in respect of the Affordable Housing Units.
<b>"Registered Provider" or "RP"</b>	means a provider of Affordable Housing registered as such by the H.E under section 111 of the Housing and Regeneration Act 2008 and approved by the Council such approval not to be unreasonably withheld or delayed.
<b>"Rent Standard"</b>	means levels of rents determined in accordance with the Welfare Reform and Work Act 2016 and the Social Housing Rents (Exceptions and Miscellaneous Provisions) Regulations 2016 or any successor rent standard or legislation issued from time to time.
<b>"Service Charges"</b>	means such charges as are payable by the Owner for the

	provision of services to the Affordable Housing Units including any annual increases in such charges.
<b>“Shared Ownership”</b>	means a form of Intermediate Affordable Housing provided by an RP in which the occupier owns a share of the property and the remainder of the property is owned by the RP on which the occupier may pay a rent and is entitled to purchase further shares up to 100% and which meets the Council’s affordability criteria as referred to in the supporting text of Policy 3.10 of the London Plan 2016. And “Shared Ownership Lease” and Shared Ownership Lessee” shall be construed accordingly.
<b>“Substitute Nomination”</b>	means the written notification served on the Council by the Owner advising of the immediate availability of a substitute Social Rented Unit.
<b>“Working Days”</b>	Means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a Statutory Bank Holiday.

**2. GOVERNING LEGAL PROVISIONS**

2.1 The Parties agree that this Agreement is entered into pursuant to:

- (a) Section 16 of the Greater London Council (General Powers) Act 1974; and
- (b) Section 33 of the Local Government (Miscellaneous Provisions) Act 1982; and
- (c) All other powers enabling in that behalf.

2.2 Any reference to a statute in this Agreement includes any statutory extension modification amendment or re-enactment thereof and also includes rules instruments regulations or orders made under it.

2.3 This Agreement shall bind the Owner and its successors in title for the Perpetuity Period.

**3. THE OWNER’S COVENANTS**

The Owner covenants and undertakes to the Council that the Owner will during the Perpetuity Period :

**3.1 RENTAL NOMINATIONS PROCEDURE**

Permit the Affordable Rented Units to be Occupied as housing for:

- (A) residents of the London Borough of Tower Hamlets; or

(B) people on periodical tenancies who are on the Council's Common Housing Register but not necessarily resident in the London Borough of Tower Hamlets

who are in Affordable Housing need and for no other purpose without the prior written approval of the Council such approval not to be unreasonably withheld or delayed.

3.2 Sign up to participate and comply with the terms of the Council's Common Housing Register and Choice Based Lettings procedure as defined by the Council from time to time, PROVIDED THAT if the Council's Common Housing Register and Choice Based Lettings procedure is no longer in operation the Owner will comply with the remainder of this clause 3.

3.3 Apply to the Council for nominations to the tenancies of 100% of the Affordable Rented Housing Units under the Nominations Procedure a minimum of two months before the Affordable Rented Housing Units first becoming available for letting.

3.4 Apply to the Council for a nomination to every tenancy using the Nomination Procedure on every occasion when an Affordable Rented Housing Unit reverts to the Owner and is available for letting.

3.5 Accept the nominee of the Council as tenant in accordance with the Nominations Procedure on each occasion under Clauses 3.3 and 3.4 above and the Owner will in case of rejection re-offer the right to nominate to the Council under the Nominations Procedure.

3.6 If there has been insufficient referrals or insufficient take up so that there are a number of Affordable Rented Housing Units still available, then the above procedure will be repeated PROVIDED THAT if:

3.6.1 by two (2) weeks prior to Practical Completion of the Affordable Rented Housing Units there are a number of properties that remain unlet; or

3.6.2 on a subsequent letting in the event that an Affordable Rented Housing Unit remains un-let after a period of four weeks from the receipt of the Owner's second request for nominations to that unit.

then the Owner shall be entitled to offer any such Affordable Rented Housing Unit to people in housing need who have not been referred by the Council or the Agent PROVIDED THAT for the avoidance of doubt the procedure in this clause 3 shall apply on every subsequent letting FURTHER PROVIDED THAT nothing in this Agreement shall require the Owner to accept any nominee who does not fall within:

(a) the Owner's objects; or

(b) the Owner's policy on allocations or referrals; or

(c) any reasonable criteria from time to time established by the Owner which should be satisfied by any tenant seeking a tenancy from the Owner.

3.7 Subject to clause 9 below and any changes in legislation the Owner will not Dispose of the Affordable Rented Housing Units unless the procedure set out in Clause 4 below is invoked.



#### **4. SUBSTITUTE AFFORDABLE RENTED UNITS**

- 4.1 The Owner shall notify the Council of its wish to make a Substitute Nomination at least 28 days before completion of its Disposal of the Affordable Rented Housing Units.
- 4.2 The substitute Affordable Rented Housing Unit shall be:
- (a) of a size equal to or larger than the rented unit proposed to be disposed of when measured by reference to size and number of habitable rooms; and
  - (b) within the boundaries of the London Borough of Tower Hamlets; and
  - (c) in tenantable repair and condition; and
  - (d) not subject to any other nomination right owed to the Council; and
  - (e) not subject to any restriction on nomination by reference to the type of tenant who may be nominated (requirements that it be used for persons in necessitous circumstances or other income restrictions of a like kind excepted); and
  - (f) available for letting on the terms set out in Clause 5 hereof for the remainder of the period until the expiry of this Agreement; and
  - (g) similar in its provision of such amenities as pertain to the Affordable Rented Housing Unit proposed to be Disposed of.
- 4.3 The Owner shall before the Disposal of the Affordable Rented Housing Unit for which the Substitute Nomination has been made execute and deliver to the Council documents containing covenants (to be in a form reasonably satisfactory to the Council) similar and relevant in all respects to the terms of this Agreement and binding the Substitute Nomination unit to be held under this Agreement (including the obligation to provide the Substitute Nomination unit for the Perpetuity Period).
- 4.4 If the Council objects in writing within 14 days of receipt of the Substitute Nomination that in its opinion any of the criteria set out in Clause 4.2 are not satisfied, then the Disposal of the Affordable Rented Housing Unit shall not take place until either the Council withdraws its objection or the matter has been determined by a third party agreed between the parties or if not agreed within 14 days then appointed by the President for the time being of the Chartered Institute of Housing.
- 4.5 The third party referred to in Clause 4.4 shall act as an expert and shall be obliged to consider representations from both sides except that if either party has not made representations within 14 days of a request in writing by the third party he may proceed without considering such representations AND the third party shall be entitled to rely on his own experience and on whatever other evidence he chooses and shall produce a reasoned report stating whether in his view the criteria are met in full or are not met in full and his decision shall be binding on both parties and he may award costs as he sees fit (but if no such decision as to costs is made, then his costs shall be borne equally by the parties).
- 4.6 In the event that the Council does not object within 14 days or the third party accepts that the criteria are met, the Substitute Nomination shall proceed.



4.7 In the event that the Owner agrees with the objection or the third party decides that any of the criteria set out in Clause 4.2 are not met then the Owner may at its own option:

4.7.1 abandon the Disposal of the Affordable Rented Housing Unit; or

4.7.2 notify the Council of another Substitute Nomination.

4.8 It is hereby agreed that on delivery of the Substitute Nomination documents referred to in Clause 4.3 hereof, the Affordable Rented Housing Unit referred to therein shall thenceforth be freed from the covenants and undertakings contained in Clause 3 of this Agreement and this Agreement shall thereafter be construed as though the Substitute Nomination was an Affordable Rented Housing Unit within this Agreement for all purposes AND in addition to the provisions of Clause 10 hereof a memorandum to that effect shall be endorsed on this Agreement.

## 5. RENT LEVELS – AFFORDABLE RENT

The Owner hereby undertakes and covenants in relation to the Affordable Rented Housing Units that for the Perpetuity Period:

5.1 The rents inclusive of Service Charges for first lettings of any Affordable Rented Housing Unit shall be subject to an annual rent increase of CPI + 1% (calculated from the date of this Agreement and based on the annual CPI rate published for the preceding September) on top of the amounts set out in the table at Appendix PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the revised weekly rents and the Council shall act reasonably when agreeing the revised weekly rents with reference to its annual revised Affordable Rent levels assessed as affordable for local residents on average incomes.

5.2 The rents inclusive of Service Charges for any subsequent lettings or tenancy renewals of any Affordable Rented Housing Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed the amounts set out in the table at Appendix subject to the permitted maximum annual rent increase of CPI + 1% (calculated from the date of this Agreement) PROVIDED THAT the Owner shall obtain the written agreement of the Council as to the amounts of the revised weekly rents and the Council shall act reasonably when agreeing the revised weekly rents, with reference to its annual revised Affordable Rent levels assessed as affordable for local residents on average incomes.

5.3 The parties to this agreement agree that if at any time the Rent Standard applicable in any given year permits indexation by reference to an index other than CPI or at a different amount then for the purpose of Clauses 6.1 and 6.2 the Owner shall be entitled to index the amounts set out in Appendix by the amount permitted for that year in accordance with the Rent Standard (subject to the written agreement of the Council that is required under those clauses).

5.4 The Owner will comply with this Clause 5 for the length of term of the tenancy under which they hold the Affordable Rented Housing Units in respect of each of the Affordable Rented Housing Units unless one or more of the events set out in Appendix hereto shall occur in respect

of any Affordable Rented Housing Unit upon which event that Affordable Rented Housing Unit shall be released from the undertakings and covenants hereby given.

## **6. INTERMEDIATE HOUSING REFERRALS**

In relation to the Intermediate Housing Units, the Owner covenants with the Council for the Perpetuity Period:

- 6.1 Not to permit the Intermediate Housing Units to be occupied other than for Shared Ownership housing purposes only unless otherwise agreed in writing by the Council not less than six months prior to Practical Completion of the Intermediate Housing Units.
- 6.2 Not to Dispose of the Intermediate Housing Units unless otherwise agreed in writing by the Council under clause 6.1 other than by way of a lease which includes provision:
  - (a) for the annual review of rent; and
  - (b) permits the tenant to acquire 100% of the equity in the unit

PROVIDED THAT the annual rent excluding Service Charges in the Lease shall equate to not more than 3% of the value of the retained equity or such other greater figure as may from time to time be agreed or specified by H.E and in this context the value of the unit shall be determined upon the assumption that the unit may be let or sold in the Open Market free of any restriction or condition limiting the use of the unit to Affordable Housing.

- 6.3 In the event that the Council requires the value of the retained equity (as referred to in clause 6.2 above) to be agreed the Parties shall use All reasonable endeavours to agree to such value but in the event of default of agreement it shall be determined by an independent surveyor having at least five years experience in the valuation of housing within the London area and to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors or his deputy.
- 7.4 Within 6 months prior to the anticipated date of Practical Completion of the Intermediate Housing Units to give notice to the Council and the Agent of the proposed date of Practical Completion of the Intermediate Housing units and to ensure that details of the Intermediate Housing Units are registered on the Agent's website.
- 7.5 To ensure that all applicants being considered for an offer of an Intermediate Housing Unit, whether contacted through the Agent or through other sources, meet the income eligibility criteria as stated in the supporting text of policy 3.10 of the London Plan 2015.
- 7.6 To ensure that offers are made strictly in accordance with the Council's Priorities which are as follows:
  - 1. Public Sector Tenants being those tenants living in accommodation owned by the Council or a Registered Provider as registered pursuant to Sections 111-115

Housing and Regeneration Act 2008 in Tower Hamlets and wholly releasing accommodation to which the Council has nomination rights.

2. Leaseholders in blocks being decanted in anticipation of demolition who have a right to be re-housed by the Council.
  3. People registered on the Council's Common Housing Register or waiting list.
  4. Other Council residents who may not release Council accommodation when they move.
  5. Others living in Tower Hamlets in rented accommodation or living with family or friends who do not appear on the Council's Common Housing Register.
  6. People with strong connections by family ties within the Borough.
  7. People who have permanent employment in the Borough
- 7.8 The Owner shall make an assessment of the nominations supplied by the Agent and consider whether offers may be made and will make appropriate offers and notify the Council and the Agent accordingly.
- 7.9 If there has been insufficient referrals or insufficient take up so that there are a number of Intermediate Housing Units still available, then the above procedure will be repeated Provided that if by three months prior to Practical Completion of the Intermediate Housing Units there are a number of properties that remain unsold or unlet then the Owner may offer any remaining Intermediate Housing Units to people who have not been referred by the Council or the Agent and shall advise the Council in writing of all such offers.

## **8. SERVICE CHARGES**

The Owner will use All reasonable endeavours (to the extent within its control) to ensure that any Service Charges for the Affordable Housing Units are fair and reasonable and shall comply with such H.E and/or statutory guidelines as may pertain from time to time in relation to the services provided by the landlord of the Land.

## **9. RECYCLING OF CAPITAL RECEIPTS**

- 8.1 In relation to the Affordable Rented Units, and subject to any requirements of the H.E or GLA, if the matters referred to in Appendix 2 hereto occur, then any Disposal proceeds or insurance payments relating to rebuilding costs received by the Owner in relation to its interest in the Affordable Rented Unit to which the Specified Event occurs being (a) payment of the value of the Affordable Rented Unit in the case of compulsory purchase; or (b) payment by an insurance company of the reinstatement value in the case of the destruction of a Affordable Rented Unit (but in either case excluding (1) any sum due in respect of any charge or other loan on the Affordable Rented Unit; or (2) the cost of demolition and clearance of any site so far as this is not covered under the terms of the insurance), shall be used by the Owner to provide new Affordable Housing in the London Borough of Tower Hamlets and the Owner shall use All reasonable endeavours to provide new Affordable Housing within four years of the date of the receipt by the Owner unless otherwise agreed in writing with the Council which agreement will not be unreasonably withheld or delayed.



- 8.2 The Owner covenants that the staircasing receipts received by the Owner (net of an amount equal to the Owner's valuation of the Shared Ownership Unit at practical completion) in relation to each Shared Ownership Unit together with all interest thereon shall (subject to any H.E or GLA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the London Borough of Tower Hamlets if development or acquisition opportunities become available and the H.E or GLA or its nominee informs the Owner of these opportunities in writing.
- 8.3 If the Owner is required to dispose of an Affordable Rented Unit pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993, or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right then any capital receipts shall (subject to any H.E or GLA regulation and requirements current at the time) be recycled and be used for the provision of further Affordable Housing within the London Borough of Tower Hamlets if development or acquisition opportunities become available and the H.E or GLA, or its nominee informs the Owner of these opportunities in writing.

## **10. EXEMPTIONS**

It is hereby agreed by the Council and the Owner that the terms of this Agreement shall:

- 10.1 Not bind any Chargee of the Owner or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner.
- 10.2 Cease to apply to any part or parts of the Land which are transferred or leased by any mortgagee referred to in Clause 10.1 above or any receiver appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Owner.
- 10.3 Cease to apply to any completed residential units where the Owner shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable.
- 10.4 Cease to apply to any completed residential units where the Owner sells to a tenant through social Homebuy funded under Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof.
- 10.5 Clauses 3.1 to 3.7 shall cease to apply to any Affordable Rented Units funded by the GLA for which rights to nominate tenants are allocated to another borough under the GLA's funding conditions PROVIDED THAT if these conditions are removed at any time, the nomination rights will revert to the Council.

## **11. NOTICES**

Any notices or demand required by this Agreement shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

## **11. GENERAL COVENANTS AND UNDERTAKINGS**

The Owner covenants and undertakes to the Council that:

11.1 the Owner will use All Reasonable Endeavours to ensure that:

- (a) the tenants of the Affordable Rented Units do not (save where such action is permitted by law and the H.E's Tenants Charter) at any time part with possession of, sublet or assign an Affordable Rented Unit (or any part of a Affordable Rented); and
- (b) no tenant of an Affordable Rented Unit remains a tenant of the Owner if the tenant is found to have fraudulently given information to either the Council or the Owner in order to become a tenant of an Affordable Rented Unit which has a substantial influence on the decision to grant a tenancy of an Affordable Rented Unit to that person.

11.2 All units are categorised in accordance with London Borough of Tower Hamlets Accessible Housing Register prior to letting.

11.3 At least 1 (one) of Affordable Housing Unit shall be wheelchair accessible or capable of being adapted for wheel chair use.

11.4 All Affordable Housing Units designated wheelchair accessible are marketed a minimum of six months prior to Practical Completion to enable the needs of incoming tenants to be taken into account as far as possible during the fit-out of the unit.

11.5 The Owner will on the date hereof pay the Council's reasonable and proper costs in respect of this Agreement in the sum of One Thousand Five Hundred Pounds (£1,500.00).

## **12. MISCELLANEOUS**

The Council and the Owner hereby agree that:

12.1 If any provision of this Agreement shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions of this Agreement shall not in any way be deemed to be affected or impaired.

12.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

12.3 The consent or approval of the purchaser tenant and/or occupier of any Affordable Housing Unit and/or their mortgagees shall not be required in respect of any agreed variation adjustment or supplement to this Agreement.

12.4 This Agreement shall be governed by and construed in accordance with the laws of England and Wales and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

### **13. DISPUTE RESOLUTION**

In the event of any dispute or difference arising between the parties hereto touching or concerning any matter or thing arising out of this Agreement:

- (a) Such dispute or difference shall be referred to some independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and his decision shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares;
- (b) In the absence of agreement between the parties to the dispute or difference as to the professional qualifications of the person to be appointed pursuant to sub clause (a) of this Clause 13 or as to the appropriate professional body within fourteen days after either party has given to the other written request to concur in the professional qualifications of the person to be appointed pursuant to sub-clause (a) of this Clause 13 hereof then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the parties to the dispute or difference and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute or difference in equal shares.

### **14. LOCAL LAND CHARGE**

This Agreement shall be registered by the Council as a local land charge in the Register of Local Land Charges maintained by the Council.

AS WITNESS hereto the parties hereto have each executed this Agreement the day and year first before written

## APPENDIX 1

### QUALIFYING EVENTS LEADING TO AN ADJUSTMENT OF THE RENT

**Subject always to the provisions of:**

1. In the case of major capital works carried out to the Affordable Rented Units, the Owner may apply to the Council for approval by the Council of an appropriate increase in rent, such written approval by the Council not to be unreasonably withheld or delayed.
2. In the case of the imposition, abolition, decrease or increase in respect of an Affordable Rented Unit of Council Tax, Residential Rates, Value Added Tax on rents or any other type of property taxation or taxation payable in respect of property rights payable by the Owner the rent may rise or fall by the amount of taxation payable or reasonably expected to be payable by the Owner for that Affordable Rented Unit.
3. In the case of supply or cessation of supply by the Owner of services to an Affordable Rented Unit of a type defined (or not as the case may be) in the notice of rent change, the rent may rise or fall by the cost of providing or ceasing to supply the relevant service together with an administration charge of 10%.
4. Provided that in relation to 1, 2 and 3 of this Appendix, no change shall be made in the rent charged until:
  - (a) the amount of the increase or decrease has been approved by the Council (whose approval shall not be unreasonably withheld or delayed and if not given within 15 days shall be deemed to have been given); and
  - (b) at least 28 days written notice has been given to the tenant and he has been told that if he gives a Notice to Quit within 28 days his rent will not rise until his tenancy has expired.



## **APPENDIX 2**

### **EVENTS TERMINATING THE COVENANTS AND UNDERTAKINGS AS TO RENTS IN RESPECT OF AN AFFORDABLE RENTED UNIT**

1. Purchase of a Affordable Rented Unit under a compulsory purchase order or private Act of Parliament whether for residential or other purposes.
2. Destruction of a Affordable Rented Unit by fire or other external force in circumstances where reinstatement would be unreasonable.
3. Sale or Disposal of a Affordable Rented Unit in accordance with the provisions of this Agreement.

**APPENDIX 3**

**SCHEDULE OF ACCOMMODATION AT  
72-76 Bromley High Street**

<b>Number of Units</b>	<b>Beds</b>	<b>Tenure</b>	<b>Weekly Rent (Excluding Service Charge) on first letting</b>
3	1 Bedroom	Affordable Rented Housing	£144.26
1	2 Bedroom	Affordable Rented Housing	£152.73
1	3 Bedroom	Affordable Rented Housing	£161.22
3	1 x Bedrooms	Shared Ownership	
5	2 x Bedrooms	Shared Ownership	
<b>Total 13</b>			

## **SCHEDULE SEVEN**

### **"Council's Obligations"**

1. The Council covenants with and undertakes to the Owner that:
  - (i) where the Financial Contributions are paid pursuant to the terms of this Deed they will not be used by the Council otherwise than for the purposes for which they are paid or for useful planning purposes for the benefit of the area in which the Development is situated
  - (ii) In the event that the Financial Contribution is not committed for expenditure or not expended in full within 10 years from the date of Practical Completion of the whole Development the Council shall (within 60 days upon receipt of a written demand) repay the unspent balance of the Financial Contribution to the Owner together with any interest earned from the date of payment by the Owner to the Council to the date of repayment by the Council to the Owner

AS WITNESS hereto the parties hereto have each executed this Deed the day and year first before written

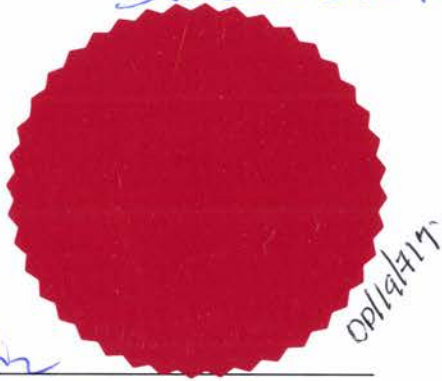
EXECUTED AS A DEED BY )  
**POPLAR HARCA (DEVELOPMENTS) LIMITED** )  
acting by its authorised signatory )  
)

N.F. Hood  
Authorised Signatory

Print Name: N.F. Hood

Title: Director

:  
THE COMMON SEAL of **THE MAYOR AND** )  
**BURGESSES OF THE LONDON BOROUGH** )  
**OF TOWER HAMLETS** was hereunto affixed )  
by Order:- )



[Signature]  
DULY AUTHORISED SIGNATORY