

1. THE LONDON BOROUGH OF TOWER HAMLETS
2. CHRISP STREET DEVELOPMENTS LIMITED
3. POPLAR HARCA AND REGENERATION COMMUNITY HOUSING ASSOCIATION LIMITED
4. TELFORD HOMES PLC

**INDEMNITY AGREEMENT**

(CHRISP STREET E14 REDEVELOPMENT ) COMPULSORY PURCHASE  
ORDER

**THIS DEED** is made the                      day of                      2018

**PARTIES:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of Town Hall Mulberry Place, 5 Clove Crescent London E14 2BG (“the Council”)
- (2) **CHRISP STREET DEVELOPMENTS LIMITED** (company registration no. 09268982) whose registered office is situate at Telford House, Queensgate, Britannia Road, Waltham Cross, Hertfordshire EN8 7TF (“the Company”)
- (3) **POPLAR HARCA AND REGENERATION COMMUNITY HOUSING ASSOCIATION LIMITED** whose registered office is situate at 167A East India Dock Road London E14 0EA (“Poplar HARCA”)
- (4) **TELFORD HOMES PLC LIMITED** (company registration no. 04118370) whose registered office is situate at Telford House, Queensgate, Britannia Road, Waltham Cross, Hertfordshire EN8 7TF (“the Guarantor”)

**RECITALS:**

- (1) The Company has agreed proposals to carry out the Development as defined in this Deed.
- (2) Poplar HARCA are the freehold owners of part of the Land and have entered into a development agreement with the Company.
- (3) In order for the Development to be carried out it may be necessary for the Land or rights over it to be acquired by the Council and in that respect the Council will consider the use of powers it considers appropriate to acquire the Land by compulsory purchase through the making, confirmation and further promotion of a CPO which the Company supports.
- (4) Compulsory purchase powers should be used as a last resort and accordingly prior to the making of any CPO the Company is to negotiate to acquire (so far as practicable) the Land by private treaty. The Company has already commenced such negotiations and (if appropriate and so far as practicable) made such acquisitions.

- (5) As part of the financial arrangement between the Council Poplar HARCA and the Company the Council has requested the Company to bear the CPO Costs in accordance with the terms of this Deed.
- (6) The Guarantor has agreed to indemnify the Company in respect of each and every obligation made by the Company in this Deed as if it were the Company in the event of the Company failing so to do.

## **OPERATIVE PROVISIONS**

### **1 DEFINITIONS**

- 1.1 In this Deed unless the context otherwise requires the words and expressions listed below shall have the following meanings:-

*"Advance Payment"*

means a payment which the Council is lawfully required to make in respect of the Land under the provisions of sections 52 and 52A of the Land Compensation Act 1973;

*"Agent"*

means such firm of suitably qualified and experienced surveyors to be appointed by the Company on the terms set out at clause 4.7 to carry out the functions of the Agent and being regulated by the Royal Institution of Chartered Surveyors;

*"Agent's Estimate"*

means a schedule setting out the Agent's estimate of the level of compensation or monies payable in respect of each Third Party Interest or Third Party Right;

*"Base Rate"*

means interest at the base rate of the Co-operative Bank for the time being and from time to time or such other equivalent commercial base rate as the Council may reasonably designate if the base rate ceases to be published, compounded with quarterly rates on 25<sup>th</sup> March, 24<sup>th</sup> June, 29<sup>th</sup> September and 25<sup>th</sup> December in each year;

*"Blight Notice"* means valid blight notice served on the Council under the provisions of Sections 150, 161 or 162 of the Town and Country Planning Act 1990 or any statutory amendment or modification in respect of any interest in the Land;

*"Blight Notice Costs"* means all costs incurred and compensation payable by the Council in relation to a Blight Notice including the costs incurred by the Council in dealing with same pursuant to this Deed;

*"Counsel"* means such suitably experienced counsel as the Council shall nominate and the Company shall approve such approval not to be unreasonably withheld or delayed;

*"CPO"* means the proposed Compulsory Purchase Order to be made pursuant to Section 226 of the Town and Country Planning Act 1990 or such other statutory provision as the Council thinks appropriate in respect of the Land required in order to carry out and complete the Development as contemplated at the date of this Deed or as may be varied by agreement between the parties;

*"CPO Compensation Code"* means the principles for assessing and calculating compensation for compulsory acquisition laid down in the Compulsory Purchase Act 1965 and/or the Land Compensation Acts 1961 and 1973 and/or the 1990 Act and/or the 2016 Act and all other such relevant legislation together with case law and established practice;

*"CPO Costs"* means the costs specified in Schedule 1;

*"Developer's Notice"* means a notice or notices served jointly by Poplar HARCA and the Company on the Council from time to time pursuant to clause 6.3 setting out the Third Party Interests that Poplar HARCA and the Company requests should be acquired by the Council and the date on which vacant possession

is required for each such interest and the method by which Poplar HARCA and the Company request that the Council acquires such interests pursuant to the CPO;

*“Development”* means the development described in Schedule 2;

*“Equality Impact Analysis Report”*

means an assessment of the potential risks of inequality or disproportionate adverse impact to employees, service users and members of the public resulting from the implementation (or proposed implementation) of a policy, project function or activity relating to the CPO;

*“GVD”*

means a General Vesting Declaration pursuant to the Compulsory Purchase (Vesting Declarations) Act 1981;

*“Land”*

means the whole or any part of the land defined in Schedule 3 and such other land as may be identified as being required in order to carry out and complete the Development;

*“Notice of Entry”*

means a notice served following or together with a Notice to Treat confirming the date upon which possession of the Land is to be taken;

*“Notice to Treat”*

means a notice served pursuant to a confirmed CPO under the provisions of section 5 of the Compulsory Purchase Act 1965;

*“Open Market Value”*

means in relation to any interest to be acquired the market value or the reasonable cost of equivalent reinstatement (if appropriate) as determined by reference to the provisions of the Land Compensation Act 1961, The Land Compensation Act 1973 and/or such other statutory provisions as may be applicable on the Valuation Date;

*“Parties”*

means the parties to this Deed;

*“Plan”*

means the annexed Plan;

*“Public Inquiry”* means a public local inquiry held by the Secretary of State to hear and consider objections into the making and confirmation of the CPO;

*“Referencing Agent”* means the referencing agent instructed in relation to the CPO pursuant to clause 4.1 of this Deed;

*“Relevant Phase”* means a phase of the Development to be agreed and defined by the Company and the Council pursuant to clause 4.8.7;

*“Secretary of State”* means the Secretary of State for Communities and Local Government or such other Secretary of State to which functions relating to the compulsory purchase of land by local authorities may be transferred;

*“Surveyor”* means an independent chartered surveyor who is suitably experienced and at least ten years qualified appointed by the Company and the Council or (if they cannot agree upon his appointment) appointed by the President for the time being of the Royal Institution of Chartered Surveyors upon the application of either party;

*“Third Party Interests”* means the leasehold, freehold and any other compensatable interest held by parties other than the Council in over or under the Land together with any new rights in on or under the Land which are to be acquired for the purposes of the carrying out and operation of the Development;

*“Third Party Rights”* means any rights (whether contractual, inherent or statutory including easements and rights of light) over, in or under the Land which are required to be overridden by operation of law for the purposes of carrying out or operation of the Development including the rights of statutory undertakers;

*“Valuation Date”* means in the case of a Notice to Treat the date of entry or the date upon which compensation is assessed if earlier and in the case of a General Vesting Declaration the date of vesting or the date upon which compensation is assessed if earlier;

*“Working Days”* means days on which clearing banks in the City of London are (or would be but for a strike lock out or other stoppage affecting particular banks or banks generally) open during banking hours excluding for the avoidance of doubt Saturdays and Sundays and bank or other public holidays.

## **2 GENERAL INTERPRETATION**

2.1 Unless there is something in the subject or context which is inconsistent:

2.1.1 words importing the neuter gender only shall include the masculine and feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa;

2.1.2 words importing the singular number only shall include the plural number and vice versa;

2.1.3 words importing persons shall include firms companies and corporations and vice versa;

2.1.4 any reference to statute (whether or not specifically named in this Deed) shall include any amendment or re-enactment of it for the time being in force and shall include all instruments orders plans regulations bye-laws permissions and directions for the time being made issued or given under it or deriving validity from it;

2.1.5 any reference to days shall be to Working Days;

2.1.6 references to a clause or paragraph or schedule is (unless the context otherwise requires) to a clause or paragraph or schedule in this Deed and the index the clause and paragraph and schedule titles or headings appearing in this Deed are for reference only and shall not affect the construction of this Deed;

2.1.7 words denoting an obligation on a party to do an act matter or thing include an obligation to procure that it be done;

2.1.8 any consent or approval of the Council Poplar HARCA or the Company required under this Deed save in circumstances in which it is unreasonably withheld in breach of this Deed shall be required to be obtained before the actual event to which it applies is carried out or done and shall be effective only when the consent or approval is given in writing or is deemed to have been given.

2.1.9 where any consent or approval of the Council Poplar HARCA or the Company is required under this Deed such approval or consent shall not be unreasonably withheld or delayed.

### **3 BLIGHT NOTICES**

3.1 If following publication of the CPO and submission to the Secretary of State or at any other time which is lawfully permitted a Blight Notice in respect of any part of the Land shall be served upon the Council then:-

3.1.1 the Council shall forthwith deliver a copy of the Blight Notice to Poplar HARCA and the Company together with copies of the supporting documentation;

3.1.2 the Council shall consult Poplar HARCA and the Company concerning the Blight Notice and its implications;

3.1.3 within ten Working Days after receipt by the Council of a Blight Notice the Council shall require the Company to instruct the Agent to investigate the grounds for service of such notice, the validity of the notice, the value of the interest the subject of the notice, the amount of the compensation which may be payable to the owner of the interest concerned;

3.1.4 within 6 weeks of receipt by the Council of a Blight Notice the Council shall having had due regard to any representations made by Poplar HARCA and the Company inform Poplar HARCA and the Company whether it intends to serve a counter notice in response to the Blight Notice and shall provide reasons to Poplar HARCA and the Company and if the decision is to serve a counter notice, the Council shall do so within 2 months of receipt of the Blight Notice; and



- 3.1.5 the Council shall accept a Blight Notice if jointly requested to do so by Poplar HARCA and the Company.
- 3.2 In the case of a Blight Notice which the Council Poplar HARCA and the Company jointly accept and in respect of which it does not serve a counter notice or which is determined by the Upper Tribunal (Lands Chamber) to be valid the parties hereto will jointly appoint the Agent to negotiate on its behalf the compensation payable in accordance with the provisions of clause 10 of this Deed.
- 3.3 The Council will having complied with its constitution and any statutory or regulatory provisions procure that all or any part of parts of the Land which are acquired pursuant to any Blight Notice shall be conveyed or transferred to Poplar HARCA subject to and in accordance with the provisions of clause 19 of this Deed.

#### **4 DRAFTING AND MAKING THE CPO**

- 4.1 Insofar as it has not already done so and without prejudice to its discretion as to whether or not to make the CPO:
- 4.1.1 as soon as reasonably practicable following the date of this Deed, the Council shall agree an appointment of the Referencing Agent by the Company who shall procure that the Referencing Agent owes a duty of care to both the Council and the Company;
- 4.1.2 the Council shall, if reasonably necessary in order to carry out the referencing exercise, draft and serve requisitions for information on any affected parties pursuant to inter alia section 16 of the Local Government (Miscellaneous Provisions) Act 1976 section 330 of the Town and Country Planning Act 1990 or section 5A of the Acquisition of Land Act 1981;
- 4.1.3 the Council shall prepare the order, the statement of reasons and all other related documents required in order to make the CPO (the "Draft CPO Documents") and provide copies of the same to the Company and Poplar HARCA for their comment and approval.
- 4.2 The Council Poplar HARCA and the Company shall provide the Referencing Agent with such assistance as it may reasonably request or require from time to time.

- 4.3 The Company and Poplar HARCA shall review the Draft CPO Documents and shall provide any comments in writing within 20 Working Days of receipt with such explanation and supporting evidence as is reasonable in the circumstances.
- 4.4 The Council will give due regard to any comments provided by Poplar HARCA and the Company on the Draft CPO Documents.
- 4.5 The Council Poplar HARCA and the Company shall cooperate and meet with each other with a view to reaching agreement on the drafting of the Draft CPO Documents until such time as the documents are agreed by both parties (the "Agreed CPO Documents").
- 4.6 In approving the Agreed CPO Documents Poplar HARCA and the Company shall be deemed to acknowledge that the CPO includes all Third Party Interests necessary to enable it to implement the Development.
- 4.7 In so far as it has not already done so the Company shall:
  - 4.7.1 appoint the Agent and shall procure that the Agent owes a duty of care to both the Council and the Company; and
  - 4.7.2 instruct the Agent to produce a draft of the Agent's Estimate and make a copy of the same available to both the Council and the Company for approval.
- 4.8 The Council shall proceed diligently and expeditiously to make the CPO in accordance with the Agreed CPO Documents and shall submit the CPO to the Secretary of State for confirmation and to take all appropriate steps to secure as soon as practicable the confirmation of the CPO **PROVIDED THAT** the Company has to the Council's reasonable satisfaction:
  - 4.8.1 provided a copy of the Agent's Estimate to the Council for its approval;
  - 4.8.2 provided the Council with satisfactory evidence of reasonable attempts to acquire from and/or agree compensation with Third Parties in relation to any Third Party Interests and/or Third Party Rights as the case may be by negotiation;

- 4.8.3 undertaken a rights of light assessment of the Development in relation to all potentially affected properties and interests which it is not intended to acquire in order to assess:
  - 4.8.3.1 the extent of the likely infringement on rights of light in consequence of the Development; and
  - 4.8.3.2 the likely compensation payable for such infringement in relation to each property;
- 4.8.4 undertaken an Equality Impact Analysis Report in relation to all potentially affected persons properties and interests which report has been independently reviewed and verified by a professional organisation specialising in the preparation of such a report appointed by the parties;
- 4.8.5 established that planning permission for the Development as defined in Schedule 2 hereof has been granted and that there are no impediments referred to in the planning permission which could adversely affect the Development;
- 4.8.6 provided sufficient evidence to demonstrate that the Development is viable and that funding will be available to discharge the Company's liabilities under this Deed and deliver the Development;
- 4.8.7 provided to and agreed with the Council a phasing programme that defines self-standing and viable phases of the Development in relation to which a relevant GVD or Notices to Treat is to be made or served as the case may be to enable that phase to be carried out (a "**Relevant Phase**");
- 4.8.8 if required and requested by the Council provided a series of method statements together with a written commitment from the Company to comply with such method statements and which set out:
  - 4.8.8.1 how the Company will address the needs of the market traders; lockup tenants; commercial leaseholders; licensees ; residential tenants and leaseholders (both those in situ and those who are absentee landlords or any other status) and established community groups / users; public service providers and how such needs are proposed to be

managed both during the Development and where applicable after; and

- 4.8.8.2 other such statements as may be required to meet other specific requirements identified by the Council prior to the making of the CPO.

## **5 OBLIGATIONS FOLLOWING THE MAKING OF THE CPO**

- 5.1 The Council shall generally permit the Company and Poplar HARCA to take an active part in the preparation of and strategy for the Public Inquiry with the aim of securing confirmation of the CPO including:
  - 5.1.1 regularly consulting with the Company and Poplar HARCA as to the conduct and progress of the CPO including identifying to the Company any evidence to be adduced for any Public Inquiry and related procedures;
  - 5.1.2 sending copies of all objections made to the CPO to the Company and Poplar HARCA within 10 Working Days of the Council's receipt of them;
  - 5.1.3 (unless otherwise agreed with the Company) using reasonable endeavours to secure the earliest possible date for the holding of the Public Inquiry and keeping the Company and Poplar HARCA informed of all arrangements for the holding of the Public Inquiry;
  - 5.1.4 using all reasonable endeavours to prepare for the Public Inquiry in liaison with the Company and Poplar HARCA including providing regular updates to the Company and Poplar HARCA of such preparations;
  - 5.1.5 liaising with and having due regard to the views of the Company and Poplar HARCA in connection with the preparation of the Public Inquiry including the choice of Counsel in accordance with clause 9.9 of this Deed;
  - 5.1.6 providing the Company and Poplar HARCA with draft instructions to Counsel for comment prior to issue and inviting the Company and Poplar HARCA to all consultations with Counsel;
  - 5.1.7 providing the Company and Poplar HARCA with copies of any written opinions provided by Counsel in relation to the CPO.

- 5.2 The Council, Poplar HARCA and the Company shall jointly negotiate with all objectors to the CPO with the intention of securing a withdrawal of the objections through all lawful and proper means available to the parties.
- 5.3 The Council shall not withdraw the CPO or otherwise exclude from the CPO any Third Party Interest (except an interest owned by the Council) unless advised by Counsel (at a consultation jointly attended by both Parties) that the prospects of the CPO being confirmed by the Secretary of State are less than even AND PROVIDED THAT the Council shall be entitled to request from the Secretary of State such amendments or variations to the CPO as it shall reasonably determine to be necessary or desirable to assist in procuring the confirmation of the CPO save that no such amendment or variation shall be made without consulting and having due regard to the representations of the Company and/or Poplar HARCA
- 5.4 Poplar HARCA and the Company will be entitled to jointly ask the Council to cease CPO activity and the Council shall have due regard to Poplar HARCA and the Company's joint representations in considering the request.
- 5.5 The Company and Poplar HARCA will not object to the CPO and will at its own expense use all reasonable endeavours to support the Council in seeking the confirmation of the CPO including the giving of evidence as to matters within the competence or proper expertise of the Company and/or Poplar HARCA the provision of expert witnesses and attending or giving assistance at any Public Inquiry.

## **6 CONFIRMATION OF THE CPO**

- 6.1 If the CPO is confirmed the Council shall comply with all relevant statutory requirements in relation to it (including the publication and service of notice of such confirmation) as soon as reasonably practicable and in any event in accordance with any statutory timescales.
- 6.2 Upon confirmation of the CPO the Council shall:
- 6.2.1 Supply the Company and Poplar HARCA with a copy of the decision, the CPO and the CPO plan as confirmed and any inspector's report on the CPO; and

- 6.2.2 If relevant update the entry in the Local Land Charges Register in respect of the CPO as confirmed.
- 6.3 Following and not before the CPO being confirmed and no longer open to challenge by way of the issue of legal proceedings Poplar HARCA and the Company may jointly serve the Developer's Notice on the Council for the Relevant Phase.
- 6.4 Following receipt of a Developer's Notice the Council shall use all reasonable endeavours to secure title to and possession of those Third Party Interests within the Relevant Phase as are identified in the Developer's Notice by means of a GVD or service of a Notice to Treat and Notice of Entry (as specified the Developer's Notice) in accordance with the timetable set out in the Developer's Notice **PROVIDED THAT** the Council shall not be obliged to exercise such powers until:
- 6.4.1 the Company and Poplar HARCA have provided reasonable evidence to demonstrate that it has used all reasonable endeavours to agree properly payable compensation for interference with all those with compensatable Third Party Rights and Third Party Interests to be affected by the Relevant Phase of the Development (including rights of light); and
- 6.4.2 where there has been a material change in circumstances since the assessment referred to in clause 4.8.3 the Company has provided an updated rights of light assessment to assess infringement on rights of light in consequence of the carrying out of the Relevant Phase of the Development; and
- 6.4.3 where there has been a material change in circumstances since the assessment referred to in clause 4.8.3 the Company has provided an updated assessment of the compensation likely to be payable for the interference with Third Party Rights (including rights of light) in consequence of the carrying out of the Relevant Phase of the Development; and
- 6.4.4 the Company and Poplar HARCA have sent through the Agent's Estimate of the likely CPO Costs (as defined in the Schedule) payable for or in relation to any Third Party Interests and Third Party Rights included within the Developer's Notice; and
- 6.4.5 the Company Poplar HARCA and the Guarantor if so requested by the Council have provided evidence that the funds equivalent

to the estimate at 6.4.4 above will be available at the point at which they become due in accordance with this Deed

**AND FOR THE AVOIDANCE OF DOUBT** the Company and/or Poplar HARCA shall continue to use all reasonable endeavours to acquire all Third Party Interests or to properly compensate interference with Third Party Rights as the case may be by agreement from the date of this Deed and thereafter until such date as a GVD has been made or a Notice to Treat has been served pursuant to a confirmed CPO.

## **7 DEALINGS WITH THE LAND**

7.1 The Council shall not negotiate for or contract to purchase or acquire or become liable to acquire any interest in the Land without the prior consent of the Company except:

7.1.1 where a GVD has been made or a Notice to Treat and/or Notice of Entry have been served by the Council in accordance with this Deed; or

7.1.2 as a result of the service of a Blight Notice where in accordance with this Deed no counter notice has been served in which case the Council will keep the Company advised of negotiations and not agree to pay more than statutory compensation in respect of such Blight Notice save with the consent of the Company ; or

7.1.3 upon the request of the Company pursuant to clause 7.3 below

7.2 Where either Poplar HARCA or the Company already owns an interest in the Land or has reached agreement with any owner for the acquisition of any Third Party Interests by private treaty the Council shall (if requested to do so by the Company) agree suitable arrangements for such interest to be acquired by the Council for planning purposes and any associated costs shall be CPO Costs.

7.3 After the confirmation of the CPO and prior to the commencement of the Development and in order to facilitate the carrying out of the Development the Council shall appropriate to planning purposes such land as may be held by it for other purposes as is necessary to facilitate the Development provided that such appropriation is consistent with its statutory duties and powers and such land will only be that necessary to facilitate the physical development of the scheme and will be appropriated only after commercial terms have been satisfactorily agreed.

## **8 LEGAL PROCEEDINGS**

### **8.1 In the event that:**

8.1.1 the Secretary of State declines to confirm the CPO whether as to the whole or some part thereof (other than the exclusion from the CPO of some interest or right which does not materially adversely affect the carrying out of the Development); or

8.1.2 a third party applies to the Court to challenge the decision of the Secretary of State;

the Council shall (in either event) consult with and shall have due regard to any representations made by Poplar HARCA or the Company (but not be bound such representations) as to the appropriate reasonable manner in which to respond to such decision or challenge in order to facilitate the implementation of the Development but the Council's decision on this issue shall be final

8.2 Under such circumstances set out at clause 8.1 the Council will set out to Poplar HARCA and the Company the basis of its rationale for reaching such a decision.

8.3 If the Council decides to investigate the merits of:

8.3.1 challenging the Secretary of State's decision; or

8.3.2 (as the case may be) resisting such third party challenge;

the Council shall as soon as reasonably practicable instruct Counsel for an opinion on the merits of such action; and as to the manner in which such action should be mounted.

8.4 Unless Counsel advises that there is less than a 50% prospect of success by way of:

8.4.1 an appeal to the High Court against non-confirmation or partial confirmation of the CPO or an application for judicial review or other judicial remedy (whichever Counsel shall advise as being more appropriate in the circumstances); or



8.4.2 (as the case may be) such action as Counsel shall advise as being appropriate in the circumstances to resist such third party challenge

the Council shall:

8.4.3 lodge such appeal or application for judicial review or (as the case may be) take such other action as Counsel shall advise in order to challenge the Secretary of State's decision or to resist such third party challenge; and

8.4.4 supply copies of all relevant correspondence papers and other documents to the Company and Poplar HARCA ; and

8.4.5 liaise with and have due regard to (but without being bound by) the views of the Company and Poplar HARCA as to the manner of prosecution of the relevant appeal/application/action; and

8.4.6 keep the Company and Poplar HARCA advised of the progress and result of the same.

8.5 The provisions of this clause 8 shall apply mutatis mutandis to any appeal or potential appeal proceeding from a judicial decision of first instance

## **9 INDEMNITY**

9.1 The Company shall reimburse the Council for the CPO Costs in accordance with this clause 9 and Schedule 1 hereto PROVIDED THAT the Council shall be able to request the Company to make any such payments due and payable by the Council direct to the receiving third party or their solicitors on its behalf.

9.2 Where the Council, in agreement with the Company has commissioned external services to deliver aspects of the CPO, the Company will subject to the provisions of this clause 9 within 15 Working Days of receipt of any written request from the Council pay the Council or if required to do so by the Council pay the third party directly (or to their solicitors acting on their behalf) in respect of the CPO Costs on production of a VAT invoice addressed to the Company.

9.3 In the event that the Company commissions any such services on behalf of the Council the Company shall be responsible for the

payment of such services and shall settle any such invoices on behalf of the Council.

- 9.4 If requested the Council shall provide the Company with a detailed quarterly statement detailing all those CPO Costs as consist of charges for officer time administrative costs or other disbursements incurred by the Council for each quarter on or before an invoice is submitted.
- 9.5 Where CPO Costs are incurred by engaging in-house professional advisers (i.e. directly employed or engaged by the Council) the Council shall provide to the Company timesheets (in such form as the Council's accounting systems provide) detailing the amount of costs incurred or time spent and the method of calculating such costs in order for the Company to be able to review these prior to the Council issuing invoices such timesheets to be provided at least 10 Working Days prior to issue of any related invoice.
- 9.6 The Council's costs in respect of its officers will be charged at the rates set out in Schedule 1.
- 9.7 The Company shall upon request from the Council be obliged to make payment to the Council or any third party in respect of the compensation element of any CPO Costs due and payable to a Third Party following service of a General Vesting Declaration or a Notice to Treat and Notice of Entry or a Blight Notice that is not the subject of a counter notice notwithstanding that the Third Party Interest has not yet been conveyed assigned or transferred to the Company in accordance with clause 7.
- 9.8 The Company shall have no obligation to make any payment of compensation under Section 52 of the Land Compensation Act 1973 in respect of any interest included within the CPO unless the Council has served a copy of the request for an Advance Payment together with any supporting evidence provided by the claimant.
- 9.9 Prior to making any appointment of a Solicitor, Counsel, Surveyor, Agent or other professional adviser whose costs would be payable by the Company under the terms of this Deed the Council shall agree with the Company:-
  - 9.9.1 the name of the proposed appointees to be invited to tender;
  - 9.9.2 the brief for work required;

9.9.3 the scope of the retainer; and

9.9.4 the proposed charges or charging rates.

9.10 On or after the Council having submitted invoices for payment, the Company may request a breakdown as to the calculation of such invoices and the methodology of any such calculation and in any event all charges for work carried out by Officers of the Council shall be in accordance with the rates referred to in Schedule 1.

9.11 In the event that the Company genuinely and reasonably disputes a sum contained within an invoice submitted by the Council, the Company shall pay to the Council in accordance with the terms of this Deed such sum as is undisputed and the following procedure shall apply:

9.11.1 The Company shall submit to the Council written submissions to justify disputing the part of the sum within 14 days of the date of the invoice;

9.11.2 The Council shall within 14 days thereafter give written justification to substantiate the validity of the disputed sum;

9.11.3 If, within 14 days thereafter, the dispute remains unresolved, it is open to the Company to refer the matter of determination in accordance with clause 20 of this Deed and such invoice shall be suspended until the outcome of the Expert's decision;

9.11.4 If, at any point, the matter as to the disputed sum is no longer disputed (or agreement is reached) such disputed sum or agreed sum (if different) shall be payable by the Company in accordance with Schedule 1;

**PROVIDED THAT** in any event of there being a dispute referred to an Expert in accordance with this sub clause it will not affect the obligations of both parties to continue with the Development and all matters relating thereto.

## **10 DISPUTED COMPENSATION**

- 10.1 The Council shall provide the Company with a copy of any claim for compensation or request for an Advance Payment received from a Claimant within 10 Working Days of receipt of the same by the Council.
- 10.2 The Agent shall (unless otherwise agreed between the parties both acting reasonably) lead the negotiation of any claim for compensation or any Advance Payment payable to a Claimant.
- 10.3 All negotiations to settle a claim for compensation or agree an Advance Payment with a Claimant shall be in accordance with the CPO Compensation Code.
- 10.4 Neither the Council nor the Company shall offer nor settle any outstanding claim for compensation nor agree an Advance Payment in excess of the approved estimate without obtaining the prior written approval of the other party.
- 10.5 In the event that the Agent is unable to agree the amount of the compensation element of any CPO Costs with a Claimant in relation to any Third Party Right or Third Party Interest which has been acquired, extinguished or overridden as the case may be the Council and the Company shall jointly use their reasonable endeavours to seek to resolve the dispute by means of alternative dispute resolution wherever possible in the absence of which the parties will liaise to agree whether or not to refer the dispute to the Upper Tribunal (Lands Chamber).
- 10.6 In the event that a reference to the Upper Tribunal (Lands Chamber) is made by the Council or by a Claimant in relation to any Third Party Interest or Third Party Right acquired, extinguished or overridden as the case may be the Council shall:
  - 10.6.1 use all reasonable endeavours to conduct the reference so as to achieve an outcome favourable to the Council;
  - 10.6.2 in consultation with the Company appoint Counsel to advise on the merits of the reference and appoint such experts as it will be necessary to appoint to give evidence on behalf of the Council as may be reasonably necessary and prudent having regard to the principles in issue and the nature of the evidence to be addressed and in accordance with such legal advice as it receives from time to time in order to secure a favourable outcome;

- 10.6.3 regularly consult with the Company as to the conduct and progress of the reference;
- 10.6.4 provide the Company any written correspondence received from the claimant or the Upper Tribunal (Lands Chamber) within 2 Working Days of receipt of the same by the Council;
- 10.6.5 using all reasonable endeavours to prepare for any hearing of or relating to the claim in liaison with the Company;
- 10.6.6 liaise with and having due regard to the views of the Company in connection with the preparation for any hearing of or relating to the claim;
- 10.6.7 provide the Company with draft instructions to Counsel for comment prior to issue and inviting the Company to all consultations with Counsel;
- 10.6.8 provide the Company with copies of any written opinions provided by Counsel in relation to the claim; and
- 10.6.9 not submit any sealed offer or offer to settle the claim for any sum without the written consent of the Company.
- 10.7 If and to the extent that the outcome of any reference to Upper Tribunal (Lands Chamber) is determined unfavourably to the Council the Council shall forthwith take Counsel's opinion as to whether grounds exist to appeal the decision to the Court of Appeal and the prospects of success in relation to such grounds and the provisions of clauses 10.6.7 and 10.6.8 shall apply mutandis mutatis to any instructions to Counsel and resulting consultation or written opinion.
- 10.8 If Counsel advises that the prospect of success is greater than 50% in relation to any ground the Council shall if requested by the Company make such an appeal on any such ground within the relevant limitation period and pursue the same in accordance with Counsel's advice from time to time and the provisions of clauses 10.6.1 to 10.6.9 shall apply to the appeal as they did to the reference.
- 10.9 The provisions of clauses 10.7 and 10.8 shall apply mutatis mutandis to any appeal from an unfavourable decision of the Court of Appeal to the Supreme Court.

**11 AGENT**

11.1 The Agent shall undertake the following functions unless otherwise agreed between the parties (both acting reasonably):-

11.1.1 Preparation and updates to the Agent's Estimate;

11.1.2 Any private treaty negotiations for the Land;

11.1.3 Any investigations and negotiations in respect of Blight Notices pursuant to clause 3;

11.1.4 Any negotiations in respect of claims for Advance Payments;

11.1.5 Any negotiations in respect of any claims for compensation from a Claimant;

11.1.6 Providing evidence to the Public Inquiry or the Upper Tribunal (Lands Chamber) (as the case may be) if requested to do so by the Council.

## **12 NON-MERGER**

The provisions of this Deed shall remain in full force and effect insofar as they remain to be observed and performed notwithstanding completion by the Council of the acquisition of whole or any part of the Land.

## **13 NOTICES**

13.1 All notices requests demands approval consents and other communications given under this Deed shall be in writing and shall be duly and validly given if delivered personally or sent by prepaid registered or recorded delivery mail

In the case of the Company:

Shall be addressed to: Telford House, Queensgate, Britannia Road, Waltham Cross, Hertfordshire EN8 7TF for the attention of the Company Secretary or at such other address as the Company may specify from time to time by written notice to the Council

In the case of the Council

Shall be addressed to: The Head of Legal Services, Mulberry Place, 5 Clove Crescent, London E14 2BG or such other person or at such

other address as the Council may specify from time to time by written notice to the Company

and shall be deemed to have been received if by mail on the second Working Day after the day of posting unless it is proved to have been received later in which case it shall be treated as given on receipt.

- 13.2 Any notices to be given by the Council under this Deed shall be valid and effectual if signed by or 'on' behalf of the Corporate Director, Governance and Monitoring Officer or other officer or agent duly authorised by the Council or having ostensible authority.

#### **14 COUNCIL'S POWERS AND DUTIES**

Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as a local planning highway or buildings regulation authority or as a local authority under any statutory provision.

#### **15 ASSIGNMENT**

The parties hereto shall not assign or part with or deal with in any other way whatsoever their respective interests under this Deed or any part or parts otherwise than as authorised by this Deed.

#### **16 INTEREST**

Unless otherwise specified in this Deed if any monies due under this Deed remain unpaid twenty Working Days after they have become due then interest at 4% above Base Rate shall be payable on such monies as from the date they became due until they are paid.

#### **17 THIRD PARTIES**

- 17.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Right of Third Parties) Act 1999.

- 17.2 The parties may rescind or vary this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

**18**    **GOOD FAITH**

The parties hereto agree to act in good faith in the performance of their obligations under this Deed.

**19**    **DECLARATION OF TRUST AND TRANSFERS**

19.1    When the Council is entitled to or possesses any interest in the Land for which the Company has paid the CPO Costs or which has been acquired by the Council by agreement pursuant to clause 7.2 above:

19.1.1 The Council will hold that interest in the Land on trust for the Company absolutely; and

19.1.2 the Company will be entitled to the use and possession of that interest in the Land; and

19.1.3 The Council shall having complied with its constitution and any prevailing statutory or regulatory provision and upon receipt of no less than 21 days written notice from the Company transfer such interest in the Land to Poplar HARCA for not more than nominal consideration and in doing so shall not attach or create in respect of such Land any incumbrances on title.

19.2    Until any interest in the Land for which the Company has paid the CPO Costs or which has been acquired by the Council by agreement pursuant to clause 7.2 above is transferred to Poplar HARCA pursuant to clause 19.1 above the Council may carry out work (including maintenance but not any improvements) on the Land with the prior written consent of the Company (save in the case of an emergency where such prior consent shall not be required).

19.3    The Company and/or Poplar HARCA will indemnify the Council against all loss suffered by the Council because of any use by the Company of the Land or any part thereof.

**20**    **EXPERT DETERMINATION**

20.1    Any dispute or difference arising between the Parties as to their respective rights duties and obligations in this Indemnity shall (subject to the jurisdiction of the Upper Tribunal (Lands Chamber) where appropriate) be determined by an independent person ("the Expert") if so required by any of the Parties by notice to the other Parties.



20.2 The Expert shall have been professionally qualified for not less than ten years and shall have substantial recent experience in respect of the subject matter of the dispute or difference and shall be a specialist in relation to such subject matter.

20.3 The Expert shall be appointed by agreement between the Parties or, failing such agreement within 10 Working Days of the notice referred to in clause 20.1 shall be appointed on the application of either of the Parties by such one of the following persons as the Parties shall agree to be appropriate having regard to the nature of the dispute or difference in question:

20.3.1 the Chairman for the time being of the Bar Council;

20.3.2 the President for the time being of the Royal Institution of Chartered Surveyors; or

20.3.3 the President for the time being of the Institute of Chartered Accountants in England and Wales.

20.4 If within 15 Working Days after service of the notice referred to in clause 20.1 the Parties have been unable to agree which of the persons referred to in clause 20.3 is appropriate to appoint the Expert, the Expert will be appointed, on the application of either of the Parties by the President for the time being of the Law Society or his duly appointed deputy or any other person authorised by him to make appointments on his behalf.

20.5 Whenever the Expert is to be appointed under this clause he shall act as an expert and not as an arbitrator and the following provisions shall have effect:

20.5.1 the Expert's decision shall be final and binding upon the Parties save in the case of manifest error;

20.5.2 the Expert shall consider, inter alia, but shall not be bound by, any written representations on behalf of the Parties made within such time limits as he shall specify, which time limits shall be as short as he shall consider practicable in the circumstances;

20.5.3 the Expert shall make available to each Party copies of the other Party's representations and allow the other Party to make further written representations thereon to which clause 20.5.2 shall apply;

20.5.4 upon receipt of any such representations the Expert shall forthwith inspect the relevant part of the Land if necessary and give notice of his instructions, if any, to the Parties and, if he shall so require, invite them or their advisers to attend his inspection and to make oral representations thereat;

20.5.5 the Expert shall as quickly as possible thereafter notify the Parties in writing of his determination of the dispute or difference referred to him;

20.5.6 the Parties shall use all reasonable endeavours to procure that the Expert shall give his decision with reasons as speedily as possible; and

20.5.7 the costs of appointing the Expert and his costs and disbursements in connection with duties under this Indemnity shall be shared between the Parties in such proportions as the Expert shall determine or in the absence of such determination equally between them.

20.6 If the Expert shall die or be or become unwilling or incapable of acting or in the reasonable opinion of either Party shall delay his determination or if for any reason he shall not deliver his decision, either party shall be entitled to apply to the President for the time being of the relevant professional institution to discharge the expert and appoint another in his place.

## **21 CONFIDENTIALITY**

21.1 None of the parties to this Deed shall without the prior written consent of the others disclose or publish or permit or cause disclosure of any financial details whatsoever relating to the transactions hereby effected save only for:

21.1.1 Any particular extracts or details which must be the subject of disclosure by a party in order to comply with any binding duty or statutory requirements or the lawful requirements of any regulatory bodies;

21.1.2 Any details given to professional advisers and such employees and committee members of each of the parties who need to know such details for:

- 21.1.2.1 the purpose of enforcing rights;
- 21.1.2.2 the purpose of obtaining funding;
- 21.1.2.3 otherwise as required by law;
- 21.1.2.4 matters then already within the public domain.

21.2 This clause shall not apply to the confidential disclosure by or on behalf of any of the parties to any third party and/or its professionals advisers in pursuance of bona fide negotiations relating to any permitted dealing by the relevant party with its interest in any Land, nor to a disclosure which the Council is required by law to make by way of report in the administration of Council business or governance.

## **22 VALUE ADDED TAX AND STAMP DUTY LAND TAX**

22.1 All sums payable or deemed to have been paid or payable under this Deed which may be subject to VAT are tax exclusive sums and VAT is payable in addition to such sums subject to prior receipt of a valid VAT invoice addressed to the party which is to pay the VAT.

22.2 If requested by one of the parties to this Deed the parties will use their reasonable endeavours to structure the transactions envisaged by this Deed and the agreements which are referred to in it to procure the most economically advantageous result available by the use of legitimate measures to minimise the incidence of Value Added Tax and Stamp Duty Land Tax, and the parties shall exchange information and advice from time to time in these respects and generally continue throughout the Development to co-operate and take steps with this intent providing it shall not be outside the Council's statutory powers to do so.

22.3 Any payment to be made by the Company pursuant to this Deed on which VAT has or may be charged shall only be payable by the Company upon the prior receipt of a valid VAT invoice addressed to the Company.

## **23 TERMINATION**

23.1 Where:

23.1.1 there is a material change in policy or economic circumstances which materially prejudices the delivery or viability of the

proposed Development or the acquisition of the Land by way of a CPO; or

23.1.2 the CPO is not confirmed; or

23.1.3 the CPO is confirmed with modifications which in the opinion of leading Counsel jointly instructed by Poplar HARCA the Company and the Council, advises has the consequence that the primary objective of the CPO cannot be substantially achieved (or it can be achieved but at a substantially higher cost or over a substantially longer period than initially envisaged by the parties);

the Company may give 1 months' written notice to the Council after which this Deed shall cease to have effect.

23.2 Where the Company has served a notice in accordance with clause 23.1 above:

23.2.1 the Company shall (subject to the terms of this Deed) remain liable for all CPO Costs as defined in Schedule 1 for which liability has been incurred by the Council up to the date of the notice referred to in clause 23.1; and

23.2.2 following the service of the notice referred to above, if the Council incurs costs by taking further action to procure or implement the CPO then the Company shall not be liable for such further costs.

## **24 GUARANTOR'S LIABILITY**

24.1 In this clause, a reference to the Company shall include the Company's subsidiaries, and the provisions of this clause shall be for the benefit of the Council.

24.2 In the event of the Company failing to fulfil its obligations in accordance with this Deed upon a request in writing by the Council the Guarantor shall indemnify the Council and the Company against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

- 24.2.1 any breach of the obligations of the Company contained in clauses 4 and 6 herein;
  - 24.2.2 the Company's breach or negligent performance or non-performance of this Deed;
  - 24.2.3 the enforcement of this Deed;
  - 24.2.4 any claim made against the Council by a third party arising out of or in connection with the obligations referred to in clauses 4 and 6 herein, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Deed by the Company its employees, agents or subcontractors.
- 24.3 If any third party makes a claim, or notifies an intention to make a claim, against the Council which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), the Council shall:
- 24.3.1 as soon as reasonably practicable, give written notice of the Claim to the Company and the Guarantor specifying the nature of the Claim in reasonable detail insofar as the same has been made available to the Council; and
  - 24.3.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company and/or the Guarantor (such consent not to be unreasonably conditioned, withheld or delayed) provided that the Council may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Company and/or the Guarantor but without obtaining the Company's and/or the Guarantor's consent) if the Council reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect.
- 24.4 Nothing in this clause shall restrict or limit the Council's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

## SCHEDULE 1

### THE CPO COSTS

1. The term "CPO Costs" shall, subject to the terms of this Deed, mean the following provided that the same are reasonable in amount and reasonably and properly incurred, and evidence of the same is provided to the Company's reasonable satisfaction.
  - (a) Costs fees and expenses relating to any Public Inquiry in respect of the CPO including but not limited to Counsel's fees the Council's professional fees the Council's administrative costs, the Council's solicitor's fees and disbursements and the fees and expenses of all expert witnesses.
  - (b) The Council's legal and valuation cost fees and expenses and disbursements in connection with the preparation and procedural requirements of the CPO to include costs incurred by the Council in relation to the Council's own property interests required by the Company to deliver the Development. This will include valuation, surveying and legal costs linked to current and future payments and benefits proposed by the Company in compensation for acquiring or other dealings in the Council's interests.
  - (c) Costs fees or expenses which the Council is obliged to pay to any party in the course of or as a result of any proceedings relating to the CPO and its implementation (including any reasonable costs fees or expenses awarded by the High Court in any action for judicial review).
  - (d) Compensation for the acquisition of or interference with any Third Party Interests or Third Party Rights, including the value of the land or rights, severance, injurious affection, disturbance and other matters not directly based on the value of land including the costs of any re-housing of residential occupiers pursuant to section 39 Land Compensation Act 1973 any costs associated with the duty to re-accommodate a third party and the costs of providing equivalent reinstatement.
  - (e) Any Advance Payments made or to be made by the Council in respect of any interests referred to in paragraph 1(d) of this Schedule.
  - (f) All home loss payments payable pursuant to section 29 of the Land Compensation Act 1973 whether or not payable to the vendor of land or rights.

- (g) All Basic Loss Payments payable pursuant to section 33A and Occupier's Loss Payment under section 33C of the Land Compensation Act 1973.
- (h) Disturbance payments made pursuant to section 37 of the Land Compensation Act 1973.
- (i) Compensation pursuant to sections 10 and 20 of the Compulsory Purchase Act 1965.
- (j) Stamp Duty Land Tax and land registry fees arising out of the acquisition of any interest in the Land or part thereof and the vesting of such interests in the Council or the Company and stamp duty on this Deed (if any).
- (k) All Blight Notice Costs as defined in clause 1 of this Deed.
- (l) Costs incurred by the Council (including the payment of costs of any other party) as a result of taking or defending any action in any court arising out of the CPO or the proceedings relating to it or in relation to the assessment or payment of compensation (other than any proceedings between the Council and the Company).
- (m) Costs incurred by the Council (including the payment of costs of any other party as mentioned in paragraph 1(c) of this Schedule) as a result of making or defending any reference before the Upper Tribunal (Lands Chamber) arising out of the CPO including any costs awarded to any other party by the Upper Tribunal (Lands Chamber).
- (n) Any legal valuation and other expenses which the Council reasonably incurs or is required to pay to any party in connection with the acquisition of the Land or with any claim referred to in paragraphs 1(d) to 1(h) above including the negotiation of compensation, transfer or conveyance of title, or in connection with the settling of objections raised against the CPO.
- (o) Costs incurred by the Council (including the payment of costs of any other party) as a result of taking or defending any action in any court arising out of a claim that the Council acted unlawfully in a manner in which is incompatible with a Convention right (as defined by section 6(1) of the Human Rights Act 1988) in respect of any proceedings relating to the CPO and its implementation (including any costs fees or expenses awarded by any court) PROVIDED THAT such amount shall not be payable by the Company if such action was taken on either of the following grounds:

- i) That the legislative scheme in respect of compulsory purchase is incompatible with a Convention right; or
  - ii) The Council in making a CPO acted in a manner incompatible with a Convention right.
- (p) Any compensation payable pursuant to section 8 of the Human Rights Act 1998 as a result of a claim falling within paragraph 1(o) above.
- (q) Any other form of statutory compensation.
- (r) Any irrecoverable Value Added Tax or other tax or duty which the Council shall be required to pay in connection with any of the above sums.
- (s) Any statutory interest payable in connection with any sums in this Schedule.
- (t) Fees of the Agent.
- (u) The Council's legal and surveyors costs incurred in the negotiation for (whether or not completion occurs) and the acquisition of any interest in the Land.
- (v) Any other costs in relation to the CPO, negotiation and acquisition of the Land or the Council's performance of its obligations under this Deed to include the costs payable in respect of obtaining an Equality Impact Analysis Report.
- (w) Internal costs for time spent by Council employees on work associated with the making of the CPO (whether or not spent prior to the date of this Deed and whether or not the CPO is made) which shall include, without limitation, preparation of materials, reports, implementation of consultation activities and dealing with enquiries and complaints/representations from consultees and other interested parties including local residents, councillors and the media.
- (x) The Council's reasonable and properly incurred costs of employing a project manager for a minimum of two days a week to co-ordinate and service internal and external stakeholder groups to facilitate the preparation and promotion of both the CPO and all ancillary property arrangements necessary to facilitate the Development. The agreed daily rate of the project manager is £420.00 per day (excluding VAT) together with any on-costs associated with the engagement. The maximum sum per week that may be recovered by the Council for the cost of employment of the project manager is £1300.00 (one thousand three hundred pounds) (excluding VAT) per week or as



otherwise agreed with the Company in advance of any increased cost being incurred.

2. Notwithstanding anything in this Schedule:
  - (a) where an applicable court or tribunal or appeal inspector awards costs against the Council in consequence of a finding of unreasonable behaviour by the Council in the conduct of the proceedings before such court or tribunal or appeal inspector then such costs shall be excluded from the definition of CPO Costs; and
  - (b) where costs are incurred or increased as a result of a negligent act or omission on the part of the Council, then such costs shall be excluded from the definition of CPO Costs.
3. The Council will raise charges for the following officers at the hourly rates specified:

Role	Rate
Team Leader Property Senior Solicitor	£210
Solicitor	£175
LBTH Head of Service Strategy Regeneration and Sustainability	£148
LBTH Regeneration Manager	£80
Any other Regeneration Officer	£52
Council Valuer-Consultant	£83
LBTH Administrative Officer	£43

**PROVIDED IN ANY EVENT** the Council can request the hourly rate to be uplifted by no more than 2.5% per annum on each anniversary of the date of this Deed.

4. The Liability to indemnify the Council in respect of costs and expenses shall commence on the [1st day of October 2016] provided in any event credit shall be given for any costs and expenses which shall have been paid by the Company or by virtue of a solicitors undertaking up to and including the date of this Deed.
5. The Company will make payment of any invoice submitted no later than 28 days after the date of any invoice. In the event of any late payment interest shall be due and payable at the Base Rate plus 4 %.
6. In the event of the Company failing to pay any invoice within 56 days the Council reserves the right at their discretion to stop performing its obligations under the terms of this Deed until all outstanding sums have been paid.

## **SCHEDULE 2**

### **THE DEVELOPMENT**

The regeneration of Crisp Street London E14 in accordance with a planning permission granted pursuant to planning application reference number PA/16/01612/A1 or such other subsequent planning permissions as may be granted by the Council for the purposes of redeveloping the Land

## **SCHEDULE 3**

### **THE LAND**

The Land forms the Crisp Street district centre which is situated within the Lansbury ward, E14 and is shown on the plan annexed to this Deed. This is summarised as follows:

The CPO area and proposed development site covers an area bordering Cordelia Street to the north, Crisp Street to the east, East India Dock Road to the south and Kerbey street to the west. The development site encompassing the land interests affected by the proposal includes a 100 pitch Street Market (including the Grade II listed Clock Tower and Festival Inn pub); 31 lock up premises (and associated WC and service blocks); 212 homes; 68 small to medium sized commercial units providing a range of retail, food and other services; and four major business units, principally the bank, post office, and two major supermarkets, one of which with associated car park at street level to the east of Crisp Street. Also included are the Council's Idea Store; One Stop Shop; and a Sure Start Children's Centre (split over two sites).

The Land comprises an area of approximately 3.7ha. It currently consists of a series of buildings in various uses, including approximately 18,000 sq m of non-residential space including, retail shop spaces, offices, community spaces and leisure space. There is also a market, public amenities, seven blocks of residential accommodation, a community hall and play space and various statutory interests.

In detail the premises to be acquired are as follows:

Commercial premises included within the Land are listed below:

- 159 – 185 East India Dock Road
- 3 – 20 Vesey Path
- 8 - 34 Market Square
- 1 – 52 Market Way
- 1 – 63D Market Square – lock up units

Those residential properties included within the Land (comprising 169 dwellings) are listed below:

Fitzgerald House

2 – 30 (Even only) Kerbey Street  
Aurora House  
Clarissa House  
35 – 59 (Odd only) Market Square  
Ennis House  
Kilmore House

Other land interests to be acquired / extinguished pursuant to the CPO are:

Sub lease of Community Hall, used by Poplar Boys and Girls Club  
Electricity Sub stations at base of Fitzgerald House  
Rights of way  
Rights of Light  
Wayleaves

New Rights that will need to be acquired though the CPO will include:

Crane oversailing of residential and commercial units to be retained within the Scheme will take place and it is anticipated that oversailing of the public highway will also be required.  
Easements to create new public rights of way  
Easement needed to install underground water attenuation tanks below the market square

In WITNESS whereof the parties hereto have executed or caused their common seals to be affixed to this Deed but not delivered until the day and year first before written

The **COMMON SEAL** of the )  
**LONDON BOROUGH OF** )  
**TOWER HAMLETS** was )  
hereto affixed )  
in the presence of:- )

Authorised Signatory

**EXECUTED** as a Deed )  
By **CHRISP STREET** )  
**DEVELOPMENTS LIMITED** )

acting by its:

Director/two Directors

Director/Secretary

**EXECUTED** as a Deed )  
by **TELFORD HOMES PLC** )

acting by its:

Director/two Directors

Director/Secretary

**EXECUTED as a Deed by** )  
**POPLAR HARCA AND** )  
**REGENERATION COMMUNITY** )  
**HOUSING ASSOCIATION LIMITED** )

**acting by its:**

**Director/two Directors**

**Director/Secretary**