

DATED

2025

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING

and

GB HOUSES LIMITED

**Deed pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land located at**

**Land at
Maytree Close
Rainham
RM13 8EP**

**London Borough of Havering
OneSource
Town Hall
Main Road
Romford
RM1 3BD**

Legal Ref: HAV039771

THIS DEED of Agreement is made the day of 2025

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall Main Road Romford RM1 3BD (hereinafter referred to as the "Council"); and
- (2) **GB HOUSES LIMITED** (Company Registration Number 12362373) of unit 19-20 Bourne Court Unity Trading Estate, Southend Road, Woodford Green IG8 8HD (hereinafter referred to as the "Owner")

WHEREAS:

- (A) The Council is the local planning authority and the local highways authority for the area in which the Site is situated and by whom the obligations restrictions stipulations and covenants contained in this Deed are enforceable.
- (B) The Owner is the freehold owner of that part of the Site which is registered at the Land Registry with Title Absolute under Title Number EGL22476 and warrants that subject to the entries disclosed is otherwise free of encumbrances.
- (C) The Owner submitted the Application that the Council resolved to approve on 13 December 2024 by way of delegated authority subject to conditions and the completion of this Deed.
- (D) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council.

NOW THIS DEED WITNESSES as follows:

1. Definitions

The following words and phrases shall unless the context otherwise requires bear the following meanings:

"the 1990 Act"	means the Town and Country Planning Act 1990, as amended
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"Application"	means the planning application (reference number P0145.24) received by the Council seeking full planning permission to carry out the Development upon the Site
"Retail Price Index"	means the retail price all items index published by the Office of National Statistics from time to time
"RPI Indexed"	means any adjustment of the calculation of the payment of the relevant Contribution by applying the following formula: $A \times B/C = D$ where: A = the sum specified in this Deed in pounds sterling; B = the figure shown in the Retail Price Index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed; C = the figure shown in the Retail Price Index for the period immediately prior to the date of this Deed; and D = the recalculated sum in pounds sterling applying under this Deed PROVIDED THAT if the Retail Price Index becomes no longer maintained by the Office of National Statistics the said formula shall be applied mutatis mutandis (so far as it concerns periods alter it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and "RPI Indexation" shall be construed accordingly

"BCIS General Building Cost Index"	Means the building cost information service general build cost index published by the Royal Institution of Chartered Surveyors from time to time
"BCIS Indexed"	means any adjustment of the calculation of the payment of the relevant Contribution by applying the following formula: $A \times B/C = D$ where: A = the sum specified in this Deed in pounds sterling; B = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed; C = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date of this Deed; and D = the recalculated sum in pounds sterling applying under this Deed PROVIDED THAT if the BCIS General Build Cost Index becomes no longer maintained by the Royal Institution of Chartered Surveyors the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and "BCIS Indexation" shall be construed accordingly
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010, as amended
"Contributions"	means the: (a) Parks Contribution; (b) Street Lighting Contribution; and

	(c) Traffic Contribution and "Contribution" shall mean the relevant one of them as the context requires
"Deed"	means this deed of agreement
"Development"	means 4 no. residential dwellings (Use Class C3) car parking and cycle parking landscaping children's play space and associated works pursuant to the Planning Permission
"Director"	means the Director of Planning and Public Protection at the Council or any other officer properly exercising the authority of that person for the time being
"Expert"	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of Clause 12 to determine a dispute
"Implementation of Development"	means the carrying out of a material operation in relation to the Development as defined in Section 56 of the 1990 Act PROVIDED THAT; • site clearance; • ground investigation; • site survey work; • temporary works; • establishment of site offices and works compounds; • excavation work to adjust ground levels; • archaeological investigation; • construction of boundary fencing or hoardings; • noise attenuation works; • construction of temporary highways accesses or service roads; • laying diversion or removal or decommissioning of services; • decontamination and remediation works;

	and display of advertisements shall not be taken to be a material operation for the purposes of this Deed and section 56 of the 1990 Act and "Implementation" and "Implement" and "Implemented" shall be construed accordingly
"Interest"	means the rate of interest being 4% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis
"Monitoring Fee"	means the sum of £3,410.00 (three thousand four hundred and ten pounds) RPI Indexed payable by the Owner to the Council in accordance with Clause 14.1 and to be used by the Council following receipt for the monitoring of the Owner's obligations and covenants in this Deed
"Notification of Implementation of Development Form"	means the form appended at Schedule 3 with notification of the intended date of Implementation of the Development to be completed by the Owner and returned to the Council in accordance with Clause 11.6
"Notification of Payment Form"	means the form appended at Schedule 3 with notification of any relevant payment date to be completed by the Owner and returned to the Council in accordance with Clause 11.7
"Occupation"	means occupation for any use for which the relevant part of the Development was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and "Occupy" or "Occupiers" or "Occupied" shall be construed accordingly
"Parks Contribution"	means the sum of £60,000.00 (sixty thousand pounds) BCIS Indexed to be paid by the Owner to the Council in accordance with Schedule 4 that will be applied towards additional play equipment to improve Mardyke Open Space

"Parties"	means the parties to this Deed and "Party" shall mean the relevant one of the Parties as the context requires
"Plan"	means the plan marked Plan 1 at Schedule 1 showing the Site
"Planning Permission"	means the planning permission to be granted pursuant to the Application substantially in the form of the draft annexed in Schedule 2
"Practical Completion"	means in relation to any construction works forming part of the Development or any works required pursuant to this Deed completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and the terms "Practically Complete" and "Practically Completed" and cognate expressions will be interpreted in accordance with this definition and Occupation of any Residential Unit shall be determinative of Practical Completion of such Residential Unit
"Reasonable Endeavours"	means that the Party responsible for the performance must exert itself to take all those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed and has utilised such methods as are in their own interests and likely to achieve the desired result and recognising that such performance is of material importance that the result is achieved
"Receiver"	means each or any of a receiver (including an administrative receiver) appointed by a mortgagee or chargee or any other person (including any

	manager) appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Residential Units"	means the 4 units of use class C3 residential accommodation provided as part of the Development on the Site
"Site"	Means land at Maytree Close, Rainham RM13 8EP and shown for identification purposes only edged red on the Plan
"Specified Date"	means any date specified or discernible under this Deed as the date upon which any obligation arising under this Deed is required to be performed, and for clarity in respect of any obligation to pay money is the date upon or by which such payment falls due
"Street Lighting Contribution"	means the sum of £3,200.00 (three thousand two hundred pounds) BCIS Indexed to be paid by the Owner to the Council in accordance with Schedule 4 that will be applied towards the installation of one new lighting column on the adopted footway between numbers 11-13 Maytree Close
"Traffic Contribution"	means the sum of £5000.00 (five thousand pounds) BCIS Indexed to be paid by the Owner to the Council in accordance with Schedule 4 that will be applied towards the review of the traffic order of parking restrictions on the bellmouth and Maytree Close
"Utilities Provider"	means an energy service company, statutory undertaker, services utility company or provider with any interest in the Site for the purpose of providing the supply of electricity, gas, water, heat,

	power, drainage, telecommunications services or public transport services
"VAT"	means value added tax and any similar tax substituted for it or in addition to it
"Working Day"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory Bank Holiday and "Working Days" shall be construed accordingly

2 Interpretation

2.1 In this Deed:

- 2.1.1 references to clauses, schedules, paragraphs, plans and drawings are unless otherwise stated references to clauses schedules paragraphs plans and drawings to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this Deed;
- 2.1.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 2.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 2.1.4 references to the Owner or such other party to this Deed shall include the successor in title of that party and covenants restrictions obligations and liabilities of an Owner comprising more than one person are joint and several;
- 2.1.5 references to the Council shall include any successor to its function as local planning authority, highway authority or housing authority for the area within which the Site is located;
- 2.1.6 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 2.1.7 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by, the Owner or the Council under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be in writing and shall not be unreasonably withheld or delayed;

- 2.1.8 where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council;
- 2.1.9 in the absence of any contrary provision references to statutes, bye-laws, regulations, order or, delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans and regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;
- 2.1.10 the word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;
- 2.1.11 the planning obligations herein shall, subject to any provisions to the contrary set out in this Deed, be enforceable by the Council against the Owner and its successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them; and
- 2.1.12 where a Party includes more than one person any obligations of that Party shall be joint and several.

3. Statutory Authority

3.1 This Deed is made pursuant to:

- 3.1.1 Section 106 of the 1990 Act;
- 3.1.2 Section 111 of the Local Government Act 1972;
- 3.1.3 Section 1 of the Localism Act 2011;
- 3.1.4 Section 16 of the Greater London Council (General Powers) Act 1974;
- 3.1.5 Section 278 and Section 38 of the Highways Act 1980,

and all other enabling powers with the intent that the relevant obligations, agreements and covenants in this Deed will be planning obligations so as to bind the Site and shall be enforceable as such by the Council.

3.2 The planning obligations within this Deed are compliant with regulation 122 of the CIL Regulations.

4 Conditionality

4. The Owner's obligations in this Deed are conditional upon:the grant of the Planning Permission.

5 The Owners Obligations

5. The Owner covenants with the Council:
- 5.1 to perform and observe its obligations set out in Schedule 4 and elsewhere in this Deed; and
- 5.2 that it has full power to enter into this Deed and that there is no person having a charge or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

6 Council's Discretion and Obligations

- 6.1 For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the Development of the Site and any other subject matter of this Deed as if this Deed had not been executed by the Council.
- 6.2 The Council shall as soon as reasonably practicable from the date hereof grant the Planning Permission.
- 6.3 The Council covenants with the Owner to perform and observe its obligations set out in the Schedules and elsewhere in this Deed.

7 Indexation and Interest on Contributions

- 7.1 The Contributions payable under this Deed shall shall be BCIS Indexed from the date of completion of this Deed until payment.
- 7.2 Where any payment due under this Deed is paid late, Interest will be payable on the sum in question from the date payment is due until the date of the payment.
- 7.3 In the event of any discrepancy with the amount to be paid or paid, liability to pay as set out in Clause 7.2, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

8 Liability and Enforcement

- 8.1 The cessation of this Deed shall not affect the liability of any Party for any earlier breach.

- 8.2 Without prejudice to the Council's statutory rights of access of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable prior written notice to enter the Site at all reasonable times during usual working hours solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

9 Registration & Discharge

- 9.1 The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.
- 9.2 The Owner agrees to make an application to the Land Registry within 30 Working Days of the date of completion of this Deed for this Deed to be noted against the Owner's title to the Site.

10 Lapse, revocation or quashing of the planning permission

- 10.1 If the Planning Permission expires within the meaning of section 91, 92, or 93 of the 1990 Act before commencement of the Development, or is quashed revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (save in respect of any breach prior to revocation) and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.
- 10.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be (in any way deemed thereby to be) affected or impaired.
- 10.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

11 Notices

- 11.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered by email together with a hard copy or delivered personally or sent by pre paid first class recorded delivery post.
- 11.2 The address for service of any such notice, consent or approval shall be in the case of service upon the:
- (a) **Council:** by email to infrastructureplanning@haverling.gov.uk with a hard copy to the Director Planning and Public Protection (Planning Reference

P0145.24), London Borough of Havering, Town Hall Main Road Romford
Essex RM1 3BD

- (b) **Owner:** hard copy to the Directors GB Houses Limited of Avon House 2
Timberwharf Road London N16 6DB

or such other address for service or method of service as shall have been previously notified in writing by one Party to the other Parties.

- 11.3 A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:

- (a) if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;

To prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope; and

- (b) if by email, by notification of a delivery receipt for such email to the correct email address as previously notified in writing between the Parties.

- 11.4 Any notice served pursuant to this Deed (other than a notice in the form prescribed in Schedule 3), shall cite the clause of this Deed to which it relates and in case of notice to the Council the planning reference number for the Development.

- 11.5 In the event any notice required to be served under or pursuant to this Deed has not been received by the Council, the Parties agree that the Council shall determine and set such date for such activity to which any notice relates as it reasonably believes should be the date of such activity and references to Specified Date shall be construed accordingly and the Council may serve notice on the Owner to this effect.

- 11.6 The Owner shall serve notice on the Council of the following events:

- (a) Implementation by way of the Notification of Implementation of Development Form;
- (b) first Occupation;

- 11.7 The Owner shall complete and serve a Notification of Payment Form on the Council at least 7 Working Days before it intends to pay any Contribution or make any other payment pursuant to this Deed.

12 Dispute Resolution

- 12.1 Subject to Clause 12.2 in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person 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 shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error or fraud) 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 (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 12.2 In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 12.1 or as to the appropriate professional body within 10 Working Days after any Party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 12.1 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 (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 12.3 If the expert appointed under Clause 12.1 or Clause 12.2 relinquishes his appointment or dies or if for any reason it becomes apparent that he will be unable to complete his duties under the provisions of Clause 12.1 and Clause 12.2 (as applicable) the Parties to the dispute or difference may apply for the nomination of a new person in his place (and the provisions of Clause 12.1 or Clause 12.2 (as applicable) will operate in relation to that application) and this procedure may be repeated as many times as may be necessary.

13 Exceptions

- 13.1 no person (including for the avoidance of doubt any chargee or mortgagee or any Receiver) shall be liable for any breach of the covenants restrictions or obligations contained in this Deed occurring after he has parted with his interest in the Site or the part in respect of which such breach occurs but without prejudice to any subsisting breach arising prior to parting with such interest;
- 13.2 the provisions of this Deed shall not be binding on and the Council cannot enforce the covenants restrictions or obligations in this Deed against:
- (a) the owners or Occupiers of individual Residential Units nor against their mortgagees, chargees or Receivers nor against their successors in title or persons deriving title therefrom (whether directly or indirectly) nor
 - (b) any chargee or mortgagee from time to time who has the benefit of a charge or other charge or mortgage on the Site or any part or parts of the Site or any Receiver unless and until such chargee or mortgagee or Receiver has entered into possession of the Site or the part thereof to which such covenants restrictions or obligations relate; nor
 - (c) any Utility Provider who has acquired an interest in the Site or any part thereof in connection with the Development;

14 Fees

- 14.1 The Owner shall pay to the Council on or before completion of this Deed:

14.1.1 the reasonable legal fees and disbursements of the Council incurred in connection with the negotiation, preparation and completion of this Deed; and

14.1.2 the Monitoring Fee.

15 VAT

- 15.1 All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of VAT properly payable in respect thereof.
- 15.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly by the person to whom the supply was made.

16 Section 73

In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the 1990 Act (or any re-enactment or replacement therefor) in respect of the conditions in the Planning Permission references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

17 Third Parties

This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

18 Jurisdiction

This Deed is governed by and construed and interpreted in accordance with the laws of England.

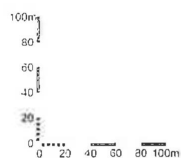
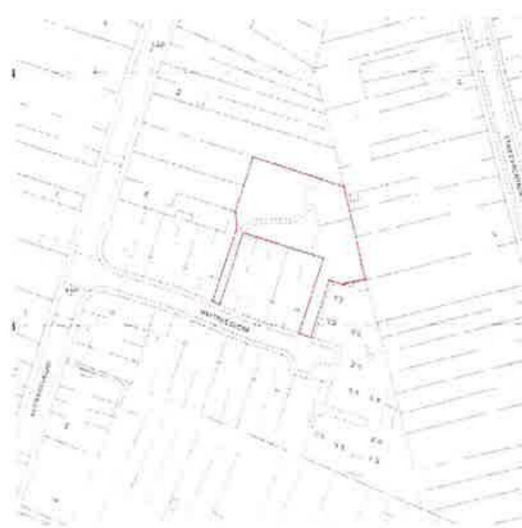
19 Delivery

The provisions of this Deed shall have no effect until this Deed has been dated.

IN WITNESS whereof the Parties have executed this Deed as a deed on the day and year first before written

Schedule 1
Plan

Site location plan (redline boundary)



Schedule 2
Draft Planning Permission

DRAFT

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

AGENT

Ms Tanya Kozak
1-2 Paris Garden
London
SE1 8ND

APPLICANT

GB Houses Ltd
c/o Agent
1-2 Paris Garden
London
SE1 8ND

APPLICATION NO: P0145.24

In pursuance of their powers as Local Planning Authority, the Council have considered your application and have decided to **GRANT PLANNING PERMISSION** for the following development :

Proposal: 4 no. residential dwellings (Use Class C3), car parking and cycle parking, landscaping, childrens play space, and associated works
rev & extra plans 15/7/24, 25/11/24. extra plan 12/12/24

Location: Land At Maytree Close
Rainham

The above decision is based on the details in drawing(s):

2406118-TK01 Revision P01

1244.28-PA-601

1244.28-PA-300

1244.28-PA-100 Rev A

1244.28-PA-600

LB327_D02 Revision D - Landscape strategy

LB347_D01 Revision A - Soft Landscape Proposals (Sheet 1 of 2)

LB347_D01 Revision A - Soft Landscape Proposals (Sheet 2 of 2)

1244.28-001

Location Plan

1244.28-PA-002

1244.28-PA-003

1244.28-PA-020

1244.28-PA-030

1244.28-PA-050

1244.28-PA-051 Rev C

1244.28-PA-052 Rev D

1244.28-PA-200

Note to Applicants:

Please take the time to read the conditions stated below carefully. Some may require you to seek the Council's approval prior to works beginning on site. The approval process can take a further 8 weeks from the date of submission and you are advised to incorporate this into your timetable.

*Please also check the informatives below to verify whether the scheme is liable for the Mayoral Community Infrastructure Levy. If the scheme is liable, **you are required to give notice of commencement in advance** so that a Demand Notice can be sent to you or any other person(s) that has/have assumed liability. The Levy is payable within 60 days of commencement. **If you are intending to claim self-build, social housing or charitable exemption, you must do this before development commences otherwise any exemption request will be disqualified.***

- 1 The development to which this permission relates must be commenced not later than three years from the date of this permission.

Reason:-

To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 2 Prior to any above ground works, a written specification of external walls and roof materials to be used in the construction of the building(s) shall be submitted to and approved in writing by the Local Planning Authority and thereafter the development shall be constructed with the approved materials.

Reason:-

Insufficient information has been supplied with the application to judge the appropriateness of

the materials to be used. Submission of a written specification prior to any above ground works will ensure that the appearance of the proposed development will harmonise with the character of the surrounding area.

- 3 The development hereby permitted shall not be carried out otherwise than in complete accordance with the approved plans (as set out on page one of this decision notice).

Reason:-

For the avoidance of doubt and to ensure that the development is carried out as approved.

- 4 Before the building(s) hereby permitted is first occupied, the area set aside for car parking and turning as shown on the approved plans, including Drawing No. 1244.28-PA-052 Revision D, shall be laid out and surfaced to the satisfaction of the Local Planning Authority and retained permanently thereafter for the proposed dwellings and shall not be used for any other purpose.

Reason:-

To ensure that car parking accommodation is made permanently available to the standards adopted by the Local Planning Authority and the permanent availability of the manoeuvring area, in the interest of highway safety.

- 5 Prior to the first occupation of the dwellings hereby permitted, a scheme of hard and soft landscaping shall be carried out in accordance with the approved plans including Drawing No.'s LB327_D02, LB347_D01 - Soft Landscape Proposals (Sheet 1 of 2) and LB347_D01 - Soft Landscape Proposals (Sheet 2 of 2). All planting, seeding or turfing comprised within the scheme shall be carried out in the first planting season following completion of the development and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local Planning Authority.

Reason:-

Reason: To ensure that the development achieves a satisfactory level of landscape quality.

- 6 Prior to the first occupation of the development hereby approved, details of all proposed walls, fences and boundary treatment shall be submitted to, and approved in writing by, the Local Planning Authority. The boundary development shall then be carried out in accordance with the approved details and retained permanently thereafter to the satisfaction of the Local Planning Authority.

Reason:

Insufficient information has been supplied with the application to judge the appropriateness of any boundary treatment. Submission of this detail prior to the first occupation of the development hereby approved will protect the visual amenities of the development, prevent

undue overlooking of adjoining property.

- 7 No building shall be occupied or use commenced until external lighting is provided in accordance with details previously submitted to and approved in writing by the Local Planning Authority. The lighting shall be provided and operated in strict accordance with the approved scheme.

Reason:-

Insufficient information has been supplied with the application to judge the impact arising from any external lighting required in connection with the building or use. Submission of this detail prior to occupation in the case of new building works or prior to the use commencing in the case of changes of use will protect residential amenity and in accordance with the principles of Designing Out Crime.

- 8 Prior to the first occupation of the dwellings hereby permitted, the proposed bin stores for the dwellings and the communal bin stores shown on drawing No.'s 1244.28-PA-052 Revision D, 1244.28-600 and 1244.28-PA-601 shall be provided to the satisfaction of the Local Planning Authority and retained permanently thereafter to the satisfaction of the Local Planning Authority.

Reason: In the interests of highway safety and the amenity of occupiers of the development and in order that the development accords with Policies 24 and 35 of the Havering Local Plan.

- 9 Prior to the first occupation of the dwellings hereby permitted, a parking management plan for the site shall be submitted to and approved in writing by the Local Planning Authority and thereafter the parking management plan shall be implemented and shall thereafter remain in perpetuity.

Reason: To ensure access to facilitate the servicing arrangements of the site, in the interests of highway safety and the amenity of occupiers of the development and in order that the development accords with Policies 24 and 35 of the Havering Local Plan.

- 10 Prior to the first occupation of the dwellings hereby permitted, details of a maintenance regime to maintain the communal areas within the site, including the children's play equipment and landscaped areas shall be submitted to and approved in writing by the Local Planning Authority and thereafter the maintenance regime shall be implemented and shall thereafter be remain in perpetuity.

Reason: To ensure that the communal areas within the site, including the children's play space, are maintained to protect residential amenity and the development achieves a satisfactory level of landscape quality.

- 11 Prior to the first occupation of individual dwellings their associated on-site parking/turning shall be laid out in accordance with the approved plan and thereafter retained for that specific use.

Reason: To ensure the permanent availability of the parking / manoeuvring area, in the

interests of highway safety.

- 12 The proposed first floor bathroom windows on the rear elevation of Units A-D as shown on Drawing No.'s 1244.28-PA-100 Revision A and 1244.28-PA-200 shall be permanently glazed with obscure glass not less than level 4 on the standard scale of obscurity and shall thereafter be maintained.

Reason:-

In the interests of privacy.

- 13 All hard surfaces hereby approved as part of the development (including any sub-base) shall be made of porous materials or provision shall be made to direct run-off water from the hard surface to a permeable or porous area or surface within the curtilage of the application site.

Reason:-

In order to ensure no water run-off from the hard surface which would contribute to risk of flooding.

- 14 1) Prior to the commencement of any works pursuant to this permission the developer shall submit for the written approval of the Local Planning Authority;

a) A Phase I (Desktop Study) Report documenting the history of the site, its surrounding area and the likelihood of contaminants, their type and extent incorporating a Site Conceptual Model.

b) A Phase II (Site Investigation) Report if the Phase I Report confirms the possibility of a significant risk to any sensitive receptors. This is an intrusive site investigation including factors such as chemical testing, quantitative risk assessment and a description of the sites ground conditions. An updated Site Conceptual Model should be included showing all the potential pollutant linkages and an assessment of risk to identified receptors.

c) A Phase III (Remediation Strategy) Report if the Phase II Report confirms the presence of a significant pollutant linkage requiring remediation. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to all receptors must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works, site management procedures and procedure for dealing with previously unidentified any contamination. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation.

d) Following completion of measures identified in the approved remediation scheme mentioned in 1(c) above, a "Verification Report" that demonstrates the effectiveness of the remediation carried out, any requirement for longer-term monitoring of contaminant linkages, maintenance and arrangements for contingency action, must be produced, and is subject to the approval in

writing of the Local Planning Authority.

Reason: To protect those engaged in construction and occupation of the development from potential contamination and in order that the development accords with Policy 34 of the Havering Local Plan.

- 15 (a) If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this unsuspected contamination shall be dealt with has been submitted to and approved in writing by the local planning authority. The remediation strategy shall be implemented as approved.

(b) Following completion of the remediation works as mentioned in (a) above, a 'Verification Report' must be submitted demonstrating that the works have been carried out satisfactorily and remediation targets have been achieved.

Reason: To ensure that any previously unidentified contamination found at the site is investigated and satisfactorily addressed in order to protect those engaged in construction and occupation of the development from potential contamination.

- 16 a) Prior to the commencement of any groundworks or development of the site, details shall be submitted to and agreed in writing by the Local Planning Authority setting out suitable gas protection measures to be employed on site including, but not necessarily limited to, the installation of a suitable gas resistant membrane, in compliance with BS 8485:2015. The gas protection measures shall be carried out in strict accordance with the agreed details.

b) Upon completion of installation, a 'Verification Report' must be submitted demonstrating that the works have been carried out.

Reason: Insufficient information has been supplied with the application to judge the risk arising from landfill gases (methane and carbon dioxide). Submission of an assessment prior to commencement will protect people on or close to the site from the risks associated with migrating landfill gas, and will ensure that the development accords with Policy 34 of the Havering Local Plan.

- 17 No demolition or development shall take place until a written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or development shall take place other than in accordance with the agreed WSI, which shall include the statement of significance and research objectives, and
- A. The programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works
 - B. Where appropriate, details of a programme for delivering related positive public benefits
 - C. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the WSI.

Reason: To conserve the archaeological interest on the site and in order that the development accords with Policy 28 of the Havering Local Plan, Policy HC1 of the London Plan and the National Planning Policy Framework.

- 18 No works shall take place in relation to any of the development hereby approved until a Construction Method Statement to control the adverse impact of the development on the amenity of the public and nearby occupiers is submitted to and approved in writing by the Local Planning Authority. The Construction Method statement shall include details of:
- a) parking of vehicles of site personnel and visitors;
 - b) storage of plant and materials;
 - c) dust management controls;
 - d) measures for minimising the impact of noise and ,if appropriate, vibration arising from construction activities;
 - e) predicted noise and, if appropriate, vibration levels for construction using methodologies and at points agreed with the Local Planning Authority;
 - f) scheme for monitoring noise and if appropriate, vibration levels using methodologies and at points agreed with the Local Planning Authorities;
 - g) siting and design of temporary buildings;
 - h) scheme for security fencing/hoardings, depicting a readily visible 24-hour contact number for queries or emergencies;
 - i) details of disposal of waste arising from the construction programme, including final disposal points. The burning of waste on the site at any time is specifically precluded.

And the development shall be carried out in accordance with the approved scheme and statement.

Reason:-

Insufficient information has been supplied with the application in relation to the proposed construction methodology. Submission of details prior to commencement will ensure that the method of construction protects residential amenity.

- 19 Before the development hereby permitted is first commenced, vehicle cleansing facilities to prevent mud being deposited onto the public highway during construction works shall be provided on site in accordance with details to be first submitted to and approved in writing by the Local Planning Authority. The approved facilities shall be retained thereafter and used at relevant entrances to the site throughout the duration of construction works. If mud or other debris originating from the site is deposited in the public highway, all on-site operations shall cease until it has been removed.

The submission will provide;

- a) A plan showing where vehicles will be parked within the site to be inspected for mud and debris and cleaned if required. The plan should show where construction traffic will access and exit the site from the public highway.

- b) A description of how the parking area will be surfaced, drained and cleaned to prevent mud, debris and muddy water being tracked onto the public highway;
- c) A description of how vehicles will be checked before leaving the site - this applies to the vehicle wheels, the underside of vehicles, mud flaps and wheel arches.
- d) A description of how vehicles will be cleaned.
- e) A description of how dirty/ muddy water be dealt with after being washing off the vehicles.
- f) A description of any contingency plan to be used in the event of a break-down of the wheel washing arrangements.

Reason:-

Insufficient information has been supplied with the application in relation to wheel washing facilities. Submission of details prior to commencement will ensure that the facilities provided prevent materials from the site being deposited on the adjoining public highway, in the interests of highway safety and the amenity of the surrounding area.

- 20 The development hereby approved shall be provided with air source heat pumps, which shall be designed to comply with "MCS Planning Standards for Permitted Development Installations of Wind Turbines and Air Source Heat Pumps on Domestic Premises". The air source heat pumps shall be provided on site prior to first occupation of the dwellings.

Reason: In the interests of sustainability and amenity.

- 21 Prior to the first occupation of the dwellings hereby permitted, the cycle storage shown on drawing No.'s 1244.28-PA-052D and 1244.28-600 shall be provided to the satisfaction of the Local Planning Authority and retained permanently thereafter to the satisfaction of the Local Planning Authority.

Reason:-

In the interests of providing a wide range of facilities for non-motor car residents and sustainability.

- 22 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, no window or other opening (other than those shown on the submitted and approved plan) shall be formed in the flank wall(s) of the building(s) and the outbuildings hereby permitted, unless specific permission under the provisions of the Town and Country Planning Act 1990 has first been sought and obtained in writing from the Local Planning Authority.

Reason:-

In order to ensure a satisfactory development that will not result in any loss of privacy or

damage to the environment of neighbouring properties which exist or may be proposed in the future.

- 23 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (Order) or any other order replacing or amending the said Order other than porches erected in accordance with the Order, no extension or enlargement (including additions to roofs) shall be made to the dwellinghouse(s) hereby permitted and no outbuildings shall be erected in the rear garden area of the dwellings, with the exception of ancillary structures up to 10 cubic metres in volume, without the express permission in writing of the Local Planning Authority.

Reason:-

In the interests of amenity and to enable the Local Planning Authority to retain control over future development.

- 24 All building operations in connection with the construction of external walls, roof, and foundations; site excavation or other external site works; works involving the use of plant or machinery; the erection of scaffolding; the delivery of materials; the removal of materials and spoil from the site, and the playing of amplified music shall only take place between the hours of 8.00am and 6.00pm Monday to Friday, and between 8.00am and 1.00pm on Saturdays and not at all on Sundays and Bank Holidays/Public Holidays.

Reason:-

To protect residential amenity.

- 25 All dwellings hereby approved shall be constructed to comply with Part M4(2) of the Building Regulations - Accessible and Adaptable Dwellings.

Reason: In order to comply with Policy 7 of the Havering Local Plan and Policy D7 of the London Plan.

- 26 All dwellings hereby approved shall comply with Regulation 36 (2)(b) and Part G2 of the Building Regulations - Water Efficiency.

Reason: In order to comply with Policy SI 5 of the London Plan.

- 27 All residential parking spaces within the development hereby approved shall include provision of infrastructure for electric or Ultra-Low Emission vehicles, of which a minimum of two spaces shall have active charging facilities, with passive provision for all remaining spaces. Such provision is to be made prior to the first occupation of the dwellings hereby permitted.

Reason: Provision prior to first occupation of the proposed dwellings hereby permitted will ensure that the development adequately incorporates measures to allow the use of electric vehicles by future occupiers in accordance with Policy T6.1 of the London Plan.

INFORMATIVE(S)

1 Statement Required by Article 35 (2) of the Town and Country Planning (Development Management Procedure) (England) Order 2015: In accordance with paragraph 38 of the National Planning Policy Framework, improvements required to make the proposal acceptable were negotiated with Union4 Planning via email during the course of this application. The revisions involved altering the servicing arrangements and landscaping scheme. The amendments were subsequently submitted on 15th July, 25th November, 11th and 12th December 2024.

2 The proposal is liable for the Mayor of London Community Infrastructure Levy (CIL). The Mayoral CIL levy rate for Havering is £25/m² and is chargeable for each additional square metre of residential gross internal (GIA). Based upon the information supplied with the application, £10,100 would be payable due to result in a four new residential properties with 404m² of GIA, however this may be adjusted subject to indexation.

The proposal is also liable for Havering Council's CIL. Havering's CIL charging rate for residential is £125m² (Zone A) for each additional square metre of GIA. Based upon the information supplied with the application, £50,500 would be payable, subject to indexation.

These charges are levied under s.206 of the Planning Act 2008. CIL is payable within 60 days of commencement of development. A Liability Notice will be sent to the applicant (or anyone else who has assumed liability) shortly and you are required to notify the Council of the commencement of the development before works begin. Further details with regard to CIL are available from the Council's website. You are also advised to visit the planning portal website where you can download the appropriate document templates at <http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil>

3 Before occupation of the residential/ commercial unit(s) hereby approved, it is a requirement to have the property/properties officially Street Named and Numbered by our Street Naming and Numbering Team. Official Street Naming and Numbering will ensure that that Council has record of the property/properties so that future occupants can access our services. Registration will also ensure that emergency services, Land Registry and the Royal Mail have accurate address details. Proof of having officially gone through the Street Naming and Numbering process may also be required for the connection of utilities. For further details on how to apply for registration see:

<https://www.havering.gov.uk/Pages/Services/Street-names-and-numbering.aspx>

4 The written scheme of investigation will need to be prepared and implemented by a suitably professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under schedule 6 of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

Date:

DRAFT DECISION

London Borough of Havering
Town Hall, Main Road
Romford RM1 3BB

IMPORTANT - attention is drawn to the notes overleaf

NOTES IN CONNECTION WITH APPROVAL OF APPLICATIONS SUBJECT TO CONDITIONS OR REFUSAL OF APPLICATIONS FOR PLANNING PERMISSION

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or to grant permission or approval subject to conditions, an appeal may be made to the First Secretary of State at the Department for Communities and Local Government in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. However, if an enforcement notice is subsequently served relating to the same or substantially similar land and development and you want to appeal you must do so within 28 days of the service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the Planning Inspectorate's web site,

www.planning.inspectorate.gov.uk

2. When submitting the completed appeal form to the Planning Inspectorate, a copy should be sent to Planning, London Borough of Havering, Town Hall, Main Road Romford, RM1 3BB. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary; it is not the practise to refuse to accept appeals solely because of this direction.
3. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
4. In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.
5. The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

You are reminded that Building Regulations approval may also be required for these works. You must contact the Building Control Manager or Building Inspector to confirm if permission is required.

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06/04/2008. A fee of £116 per request (or £34 where the related permission was for extending or altering a dwellinghouse) will be required.

Schedule 3

Standard Notices

Form: Notice of Implementation of Development

Notice of Implementation of Development

This Notice must be served not less than 5 Working Days before Implementation of Development.

Planning Application Reference Number	
Planning Case Officer:	
Deed dated:	
Owner's details: Site Address:	
Expected Implementation Date	
Estimated Practical Completion Date (if known):	
Dated Signed by or on behalf of the Owner:	

Please return to:

Director of Planning & Public Protection, Town Hall Main Road Romford RM1 3BD and by email to infrastructureplanning@havering.gov.uk

Official Use	
Date received	
Monitoring triggers	

Form: Notice of Payment of Contributions and Fees

Please ensure there is a separate form for each payment being made. Monies must be paid by TT or by BACS to the Council.

This Form must be served not less than 5 Working Days before payment is to be made.

Planning Application Reference	
Deed dated:	
Owner's details: Site Address:	
Contribution Description: Relating to Clause/Paragraph: Date on which amount is due:	
Amounts to be paid 1.Contribution: 2.Indexation Amount: Period from -to 4.Interest Amount (if any): Period from -- to	
Total to be paid:	
Dated Signed by or on behalf of the Owner:	

Please return to:

Infrastructure Planning Team, Town Hall Main road Romford RM1 3BD and by email to infrastructureplanning@haverling.gov.uk

Official Use	
Date received	
Interest/Indexation Outstanding	
Confirmation of correct receipt	

Schedule 4
Contributions

1. The Owner covenants with the Council:

1.1 Parks Contribution

- (a) to pay the Parks Contribution to the Council prior to Implementation of the Development; and
- (b) not to Implement or suffer or permit the Implementation of the Development until it has paid the Parks Contribution to the Council in full.

1.2 Street Lighting Contribution

- (a) to pay the Street Lighting Contribution to the Council prior to Implementation of the Development; and
- (b) not to Implement or suffer or permit the Implementation of the Development until it has paid the Street Lighting Contribution to the Council in full.

1.3 Traffic Contribution

- (a) to pay the Traffic Contribution to the Council prior to Implementation of the Development; and
- (b) not to Implement or suffer or permit the Implementation of the Development until it has paid the Traffic Contribution to the Council in full.

Schedule 5

The Council's Covenants

1. The Council covenants with the Owner:
 - (a) to use the Contributions and other payments paid pursuant to this Deed solely for the purposes set out in this Deed; and
 - (b) to use Reasonable Endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by the Owner to the Council;
 - (c) to confirm in writing on written request by the Owner when obligations in this Deed have been discharged;
 - (e) to repay any Contributions or other payments paid pursuant to this Deed which are unspent fifteen (15) years from the date on which the relevant Contribution or payment is paid under this Deed such repayment to be made to the person who originally made such payment to the Council.

IN WITNESS whereof the Parties have executed this Deed as a deed of the day and year first before written

THE COMMON SEAL of THE MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF HAVERING was hereto)
affixed in the presence of)

Authorised Signatory

EXECUTED as a **DEED** by.....)
acting as one Director on behalf of **GB HOUSES**)
LIMITED in the presence of:)

.....
Director

Witness Signature.....

Name.....

Address.....

.....

Occupation.....