The London Borough of Tower Hamlets Compulsory Purchase Order 2025 (APP/PCU/CPOP/E5900/3365599)

Proof of Evidence of John Booker

dated 17 November 2025

Contents

1	INTRODUCTION	1
2	RED LOFT'S INVOLVEMENT WITH THE SCHEME	2
3	SCOPE OF EVIDENCE	3
4	RED LOFT'S EXPERIENCE ON REGENERATION SCHEMES	4
5	THE SCHEME	6
6	VIABILITY ASSESSMENTS – OVERVIEW	8
7	THE SCHEME'S VIABILITY PERFORMANCE	12
8	DELIVERABILITY	15
9	RESPONSE TO OBJECTORS	18
10	CONCLUSION	20
11	STATEMENT OF TRUTH AND DECLARATION	21

1 INTRODUCTION

Qualifications and experience

1.1 I, John Booker, BA(Hons) MPLAN, am the Head of Land and Consultancy for Red Loft LLP (**Red Loft**). I have been employed by Red Loft since December 2014 and in my current role since June 2016. In my role I assess scheme viability and deliverability, working for councils, registered providers of affordable housing and private developers across London and the southeast of England. I have worked in the field since 2008 and have developed a specialisation in the assessment of regeneration schemes, particularly within the context of council owned assets. Accordingly, I have extensive experience in estate regeneration and have worked in this industry for approximately 17 years.

1.2 This Proof of Evidence is made in support of the London Borough of Tower Hamlets (Harriott, Apsley and Pattison Houses) Compulsory Purchase Order 2025 (the **Order**) **[CD 1.1]**. The Order is required to facilitate the regeneration of the estate which contains Harriott House, Apsley House and Pattison House (**HAP Houses**) and the Redcoat Community Centre and Mosque (the **Estate**). The proposed redevelopment of the Estate comprising a residential-led mixed-use development, with the delivery of more than 400 new homes and a new community centre on Council-owned land currently occupied by existing housing blocks and two community buildings is referred to in this Proof of Evidence as the **Scheme**. The Scheme is detailed further in Section 4 of this Proof.

1.3 The facts set out in this Proof of Evidence are within my own knowledge and are true to the best of my knowledge and belief. Where reference is made to facts which are outside my knowledge, I set out the source of my information and I believe such information to be true.

2 RED LOFT'S INVOLVEMENT WITH THE SCHEME

2.1 Our work on the Scheme is delivered by our Land team, with Danny Sutcliffe, founding partner of Red Loft, being the responsible partner for the Scheme. I am the main project lead. Our work on the Scheme is supported by the wider Red Loft Land team and other directorates as and when required.

2.2 For the Scheme, Red Loft acts as a development consultant, reporting to the Council to promote the deliverability and viability of the Scheme. Our workstreams comprise of:

2.2.1 preparing the Financial Viability Assessment (**FVA**) **[CD 4.6]** for planning (various iterations) to determine whether the scheme provides the maximum reasonable level of affordable housing;

2.2.2 running the internal appraisals on behalf of the Council to identify the financial performance of the Scheme;

2.2.3 advising upon the delivery route, testing the comparative financial performance of various delivery models;

2.2.4 strategic advisors on delivery and viability;

2.2.5 supporting the tendering process;

2.2.6 supporting the delivery partner selection (tenders review and contract negotiation stage); and

2.2.7 supporting Greater London Authority (**GLA**) grant bid negotiations.

2.3 I have been working on the Scheme as part of my role at Red Loft since July 2021, I have led and continue to lead the above workstreams, with the exception of item (f) above, which Danny Sutcliffe leads.

2.4 Throughout my time working on the Scheme, I have been working alongside James Walsh (Housing Regeneration Co-ordinator at the Council).

3 SCOPE OF EVIDENCE

I set out the following in my evidence:

3.1 Red Loft's experience on regeneration schemes and the role Red Loft plays in such schemes;

3.2 a description of the Scheme in terms of unit tenures and bedroom mixes;

3.3 an overview of viability assessments and the role they play in planning terms;

3.4 the Scheme's viability performance, comparing Red Loft's FVA (March 2024) **[CD 4.6]** with the local planning authority's independent viability FVA (June 2024) **[CD 4.8]**;

3.5 the deliverability of the model implemented by the Council; and

3.6 responses to objections which refer to viability and deliverability related issues.

4 RED LOFT'S EXPERIENCE ON REGENERATION SCHEMES

4.1 Red Loft has a 60 strong Development Consultancy team, delivering end-to-end development consultancy services from land agency, developer procurement assessments, leading tendering exercises, financial viability and option appraisal modelling through to project delivery in the planning, and construction stages. We also advise on sales, marketing, and lettings strategies. Uniquely in the sector, we are practitioners of development as well as consultants to the sector. Accordingly, our consultancy advice is informed by first hand practice of scheme delivery and active market insight.

4.2 Red Loft has a wealth of experience of advising upon and project managing estate regeneration schemes, examples include in the:

4.2.1 London Borough of Tower Hamlets:

(a) Eric Estate, with East End Homes, roof top extensions, 121 new homes;

(b) Cudworth House, with Tower Hamlets Community Homes, 86 homes existing and 128 new homes;

4.2.2 London Borough of Harrow: Grange Farm Estate (phases 1 and 2), with Harrow Council, 550 new homes;

4.2.3 London Borough of Lewisham: Heathside and Lethbridge Estate (phases 5 and 6), with Peabody Housing Association, 443 new homes;

4.2.4 London Borough of Ealing:

(a) Copley Close Estate (phases 5 and 7), with Ealing Council, 453 homes currently, 810 new homes;

(b) High Lane Estate, with Ealing Council, 251 homes currently, 505 new homes;

(c) Golflinks Estate, with Ealing Council, 590 homes currently, 805 new homes;

(d) Programme of estate infill projects, with Ealing Council, 470 new homes across 9 sites;

4.2.5 London Borough of Barnet: Graeham Park Estate (plot A), with Notting Hill Genesis Housing Association, 209 new homes plus commercial;

4.2.6 London Borough of Lambeth: Stockwell Park Estate (Thrayle House), With Network Housing Association, 71 homes originally, 177 new homes;

4.2.7 Wandsworth: St John’s Estate (phases 2 and 3), with Peabody Housing Association, 599 new homes;

4.2.8 LB Southwark:

(a) Aylesbury Estate (plot 18), with Notting Hill Genesis Housing Association, providing 122 new homes plus community facilities;

(b) Abbeyfield Estate, with Southwark Council, 144 homes currently, and 674 new homes;

(c) Programme of 49 sites, with Southwark Council, comprising 1,900 new homes; and

4.2.9 London Borough of Bexley: Thamesmead (Southmere), with Peabody Housing Association, 150 homes originally and 550 new homes.

5 THE SCHEME

5.1 The Scheme seeks the comprehensive re-development of the Estate. The development pursuant to the planning permission issued on 27 June 2025 under reference PA/24/00368 (the **Planning Permission**) **[CD 4.2]** will deliver 13 blocks varying in height from 2-8 storeys, comprising 407 residential units, as well as the re-provision of the Community Centre/Mosque. The Proof of Evidence of Victoria Coelho **[CD 10.2]** sets out in further detail the planning history, planning conditions and obligations, and public benefits arising from the Scheme from a planning perspective.

5.2 64 units are being re-provided, including 28 resident leaseholder units as shared equity homes (54% of the total replacement units on a habitable room basis) and 36 as secured tenancies (46% of the total replacement units on a habitable room basis). Combined, the habitable room percentage of the replacement units represents 22% of the total habitable rooms within the Scheme.

5.3 An additional 343 homes are being provided, of which 232 (639 habitable rooms) are private and 111 (434 habitable rooms) affordable. Of the 343 additional homes, this equates to a total of 40% (on a habitable room basis) being provided as affordable housing.

5.4 The tenures are distributed by phase as follows:

Tenure type	Phase 1		Phase 2	
	Number of units	Number of hab rooms	Number of units	Number of hab rooms
Existing Resident Leaseholder – Re-provided as Shared Equity	28	137	-	-
Social Rent	36	164	-	-
London Affordable Rent	22	66	-	-
Shared Ownership	20	63	-	-
Tower Hamlets Living Rent	3	16	66	289
Private	-	-	232	639
Total	**109**	**446**	**298**	**928**

5.5 The full tenure breakdown is included in the table below.

Tenure type	Number of units	Number of hab rooms	Unit Mix	
			Unit type	Nr of units
Existing Resident Leaseholder – Re-provided as Shared Equity	28	137	1B	-
			2B	4
			3B	19
			4B	5

Social Rent	36	164	1B	1
			2B	9
			3B	21
			4B	5
London Affordable Rent	22	66	1B	9
			2B	8
			3B	3
			4B	2
Shared Ownership	20	63	1B	5
			2B	11
			3B	4
			4B	-
Tower Hamlets Living Rent	69	305	1B	14
			2B	7
			3B	32
			4B	16
Private	232	639	1B	82
			2B	123
			3B	27
			4B	-
Total	**407**	**1,374**	**1B**	**111**
			2B	**162**
			3B	**106**
			4B	**28**

6 VIABILITY ASSESSMENTS – OVERVIEW

6.1 Introduction

In this section I provide an overview of how viability assessments are undertaken in the context of a planning application and how such assessments are based upon and constrained by the National Planning Policy Framework (the **NPPF**) **[CD 3.1]**, National Planning Practice Guidance (the **NPPG**) **[CD 3.9]** and Royal Institution of Chartered Surveyors (**RICS**) standards **[CD3.10]**. I also explain why planning viability assessments do not reflect a developer's actual experience of scheme financial performance and how regeneration schemes identified as unviable within the planning process may still be viable to developers.

6.2 Purpose of an FVA in planning

FVAs in the context of planning are undertaken to determine the 'planning gain' on a site. Planning gain is the difference in the site value of the proposed scheme and typically a site's Existing Use Value (**EUV**). The planning gain quantum (reflecting the difference between a site's proposed and existing value) can be directed toward policy aims such as affordable housing or section 106 payments.

6.3 RICS Standards – Viability assessment in planning

6.3.1 The approach and methodology for determining scheme viability for planning purposes is set out in RICS Professional Standard 'Assessing viability in planning under the National Planning Policy Framework 2019 (for England)' (April 2023) **[CD 3.10]**. Viability in planning is defined here as:

"*The process of assessing viability at the decision-taking stage by looking at whether the value generated by a development is more than the cost of developing it (PPG paragraph 010).*"

6.3.2 RICS standards **[CD 3.10]** set out that an FVA should be based upon current day assumptions and objective in its approach, with assumptions derived from reference to the market and specific to the proposals. The approach to the inputs within an FVA are therefore benchmarked and based on market evidence, disregarding any benefits or disbenefits associated with the applicant (e.g. an applicant's ability to access low-cost finance).

6.3.3 The reason for undertaking FVA on this basis in planning is that planning permissions run with the land, not the applicant.

6.3.4 In appraising the Scheme, our FVA (March 2024) **[CD 4.6]**, submitted in support of the application for the Planning Permission, applied assumptions which are in line with established precedent and market expectations.

6.4 National Planning Policy Framework

6.4.1 The revised NPPF, updated in December 2024, **[CD 3.1]** sets out the Government's planning policies for England and how these should be applied. It provides a framework within which locally prepared plans for housing and other development can be produced.

6.4.2 The NPPF states that a viability assessment should reflect the recommended approach in national planning guidance, including standardised inputs, and be made publicly available.

6.4.3 The NPPF (paragraph 59) states:

"It is up to the applicant to demonstrate whether particular circumstances justify the need for a viability assessment at the application stage."

6.5 **National Planning Practice Guidance**

6.5.1 The NPPG sets out the Government's recommended approach to viability assessment for planning. Any viability assessment should follow the Government's recommended approach to assessing viability as set out in this NPPG and be proportionate, simple, transparent and publicly available.

6.5.2 The NPPG on Viability **[CD 3.9]** (paragraph: 010) states:

"In plan making and decision making viability helps to strike a balance between the aspirations of developers and landowners, in terms of returns against risk, and the aims of the planning system to secure maximum benefits in the public interest through the granting of planning permission."

6.5.3 The NPPG sets out a standardised approach to FVA, noting the inputs in an appraisal and how they are determined:

(a) The Gross Development Value (**GDV**) should be based upon market evidence "adjusted to take into account variations in use, form, scale, location, rents and yields, disregarding outliers" (paragraph: 011);

(b) Costs should include (paragraph: 014):

i Build costs based upon appropriate data;

ii Abnormal costs including treatment of contaminated land, brownfield, phased or complex sites;

iii Site-specific infrastructure costs, such as access roads, sustainable drainage systems, green infrastructure, utility connections;

iv The total cost of all relevant policy requirements including contributions towards affordable housing and infrastructure, Community Infrastructure Levies, biodiversity net gain, and any other relevant policies or standards;

v General finance costs including those incurred through loans;

vi Professional, project management, sales, marketing and legal costs, incorporating organisational overheads associated with the site;

vii Explicit reference to project contingency costs, relative to project risk and developers return;

(c) land value (paragraph 013) is set out as:

"To define land value for any viability assessment, a benchmark land value should be established on the basis of the existing use value (EUV) of the land, plus a premium for the landowner."

6.5.4 The NPPG also sets out an appropriate return for developers within an FVA as 15-20% of GDV (paragraph: 018).

6.6 **Delivery of unviable planning proposals**

6.6.1 It is not uncommon for development projects to be considered 'unviable' in planning terms, but for such schemes to still be (a) deliverable and (b) financially viable to the developer.

6.6.2 Regeneration schemes are commonly unviable in planning terms but are delivered and viable to the developers, which are typically Local Authorities (**LAs**) and Registered Providers of Affordable Housing (**RPs**). Examples which we have worked upon and were identified as unviable in planning terms but have been or are being delivered include:

(a) Stockwell Park Estate (Thrayle House) in the London Borough of Lambeth;

(b) Thamesmead Estate (Southmere) in the London Borough of Bexley;

(c) Grange Farm Estate in the London Borough of Harrow;

(d) St John's Estate in the London Borough of Wandsworth;

(e) Graeham Park Estate in the London Borough of Barnet; and

(f) Heathside and Lethbridge Estate in the London Borough of Lewisham.

6.6.3 Reasons why a regeneration scheme can be deliverable and viable while unviable in planning terms vary, but common themes include:

(a) LAs and RPs take a long-term view on project returns, typically 40 to 60 years, compared to the short-term profit return (over the development period only) assessed in FVAs;

(b) Existing landowners do not have to purchase the land to realise the development, whereas an EUV land cost is typically included within FVAs;

(c) LAs and RPs have lower cost of finance than assumed within FVAs;

(d) Placemaking through the regeneration process enables open market sales values to exceed the existing baseline;

(e) The existing buildings on the estates in many cases are approaching the end of their design life. The cost of maintaining and refurbishment of the existing buildings to current standards may not be possible or be prohibitively expensive to deliver. Therefore, the cost of regeneration is less than the liability of the existing buildings; and

(f) LAs and RPs also undertake regeneration schemes to meet their wider duties and aims, including affordable housing delivery, economic development, delivering and enhancing community facilities, and placemaking.

6.7 Conclusion

FVA in planning is a specific form of viability assessment used to determine the planning gain package at a site (including the provision of affordable housing). How FVAs in planning are prepared is established in professional standards and planning policy and guidance notes. For regeneration schemes it is common for an FVA, submitted in support the planning application, to identify the scheme as unviable but for the scheme to be deliverable and viable to the developing LA or RP.

7 THE SCHEME'S VIABILITY PERFORMANCE

7.1 Introduction

Within this section I set out the viability position as established within the FVA process by Red Loft by the local planning authority's independent viability team Tower Hamlets Viability (**THV**), and the difference between the results of these assessments. I furthermore set out how the Scheme's financial performance is improved compared to the position noted with the FVA.

7.2 The FVA position

7.2.1 Red Loft's FVA (March 2024) [CD 4.6]

Benchmark Land Value	Target Profit (% on GDV)	Development Profit (% on GDV)	Surplus / Deficit (against target profit
£35,637,348	14.46% £25,196,771	-19.38% -£40,327,065	£65,523,836 below the benchmark profit

7.2.2 Within our appraisal the following headline figures were noted:

(a) Total gross development value: £208,088,384;

(b) Total scheme costs: £248,415,518.

7.2.3 THV's FVA (June 2024) [CD 4.8]

Benchmark Land Value	Target Profit (% on GDV)	Development Profit (% on GDV)	Surplus / Deficit (against target profit
£30,801,398	14.73% £26,196,603	-6.07% -£12,851,428	£39,048,031 below the benchmark profit

7.2.4 Within THV's appraisal the following headline figures were noted:

(a) Total gross development value: £211,723,527;

(b) Total scheme costs: £224,574,955.

7.2.5 THV's appraisal forms the adopted FVA and is the basis for the planning obligations within the Council's Directors' Letter **[CD 4.7]** and Review Mechanisms.

7.3 Differences between the FVA assessments

7.3.1 The conclusion of both assessments aligned in that they established that the Scheme had maximised its planning gain contributions, including the provision of affordable housing. While our appraisal assumptions were broadly aligned, some differences of opinion existed on the rates and application of:

(a) Finance costs; and

(b) Timing of affordable housing income and grant receipts.

7.3.2 Relatively minor differences between the following appraisal inputs are also noted:

(a) Benchmark Land Value;

(b) Residential sales values; and

(c) Build costs.

7.3.3 The FVAs identified that in technical planning terms the Scheme was unviable and therefore had maximised the planning gain contributions, including affordable housing provision.

7.4 **The Scheme's Viability Performance from the Council's Perspective**

7.4.1 There are a number of factors which combined present the Scheme to the Council and their selected delivery partner in much improved financial terms, compared to the results presented within the FVA **[CD 4.6]** for planning purposes, including:

(a) Owing to inflation and placemaking, private sales value at the point of sale (as a projected assumption), are likely to be higher than the assumption within the FVA (current market position);

(b) The Council is the historic owner of the site and therefore does not need to acquire the interest in the freehold, nor apartments owned by the Council to realise the development;

(c) Lower professional fees are anticipated to be realised than those included within the FVA;

(d) The Council's borrowing costs are substantially below the market rates allowed for within the FVA;

(e) Grant rates are currently being negotiated and maybe higher than the rates allowed for within the FVA;

(f) Additional revenue sources are expected to further promote the financial viability of the Scheme, from the Council's perspective, which are not included within the FVA (as a result of the standardised approach to preparing an FVA), including:

i Land receipt for phase 2;

ii Works in kind provision of the community facilities; and

iii Internal subsidy.

7.4.2 In light of the above points, the viability position as experienced by the Council, is projected to be better than the figures noted within the FVA **[CD 4.6]**.

7.4.3 Notwithstanding the financial points made above, the Scheme furthermore substantially increases the number of affordable homes at the site, increases overall housing supply, creates an enhanced built environment, and provides enhanced community facilities and amenity spaces, alongside the economic benefits arising from the construction period.

7.5 Conclusion

The FVA demonstrates that the Scheme has maximised its planning gain package in objective terms. The FVA also illustrates a substantial viability deficit. However, the actual viability performance of the Scheme, as projected to be experienced by the Council, will be better than the results identified within the FVA.

8 DELIVERABILITY

8.1 Introduction

Within this section, I consider the delivery model implemented by Council, the deliverability of the model and present the consideration of alternative models, and why I consider that the Scheme is deliverable notwithstanding the results of the planning FVA **[CD 4.6]**.

8.2 Delivery options considered for the Scheme

8.2.1 Red Loft considered development and delivery options for the regeneration of the Estate within a number of confidential assessments, issued in November 2021, September 2022, and November 2022. Within these assessments, we considered the following delivery models:

(a) Direct delivery;

(b) Delivery via a Joint Venture with a delivery partner;

(c) Development Agreement forms, providing for:

i land receipt;

ii works in kind package (for affordable housing and community facilities);

iii disposal of private homes to delivery partner when works for those units achieved shell and core construction stage;

(d) Income strip model (where a developer builds the scheme at nil upfront cost to the council, and the council pays for the scheme at an agreed 'rent' over the long term, say 40 or 50 years); and

(e) Land disposal.

8.2.2 These assessments appraised the delivery models in terms of financial viability, risk exposure to the Council, and Council control over the Scheme's delivery. Within the assessments we furthermore considered market conditions, including for private sales market, build costs, and developer contractors' market appetite for the respective delivery models. Mitigation approaches to risk and viability challenges were set out for the delivery models.

8.2.3 In light of the assessments, the Council selected to tender the Scheme as a Development Agreement, providing a land receipt upon commencement of phase 2 and works in kind package for the community facilities. The selected delivery route is considered to balance market risk exposure to the Council and incentivise developer contractor interest in the Scheme to promote the Scheme's deliverability and viability.

8.2.4 The selected Development Agreement form is structured to promote competition between developer contractors for the Scheme, and in turn to reduce costs to the Council. Phase 1 is akin to a traditional JCT build contract (with the Council funding delivery of phase 1), with phase 2 forming the stage where the contractor

takes market risk (funding the delivery cost). The benefit of this approach is to provide an income stream to the contractor during the initial development stage and realise the market sale element when the Scheme's delivery is greater progressed. This reduces the developer contractor finance costs. The private sales units being delivered in the later stage of the Scheme's delivery means they should furthermore benefit from the enhanced placemaking value of phase 1's delivery. This approach is designed to maximise the value of the private homes and reduce market risk to the developer contractor.

8.3 **Development Partner – selection process**

8.3.1 The Scheme was tendered in 2024. Three developer contractors, with established track records, put forward competent and commercial bids to deliver the Scheme. The level of interest in the Scheme from the bidding developer contractors, despite a challenging economic backdrop, illustrates the Scheme's deliverability.

8.3.2 The Council has appointed the selected delivery partner under a Pre-Contract Service Agreement to undertake preliminary site investigations and enabling works. The selected delivery partner is currently in advanced contract negotiations with the Council to deliver the Scheme. Further detail is provided in the Proof of Evidence of Farrah Hussain **[CD 10.5]**.

8.4 **Council funding**

8.4.1 Red Loft have appraised the Scheme's financial performance, from the Council's perspective, at key project gateway stages. The Scheme's finances are supported by various funding routes, including:

(a) GLA grant funding;

(b) Section 106 receipts;

(c) Housing Revenue Account Capital Receipts;

(d) Land payment for phase 2 from the contractor developer; and

(e) Shared Ownership and Shared Equity sales receipts.

8.4.2 The Council's allocated Scheme funding is commented upon in more depth in the Proof of Evidence of Monju Ali **[CD 10.1]**. As I understand the allocated funds are sufficient to cover land acquisition costs and the delivery of phase 1. Negotiations are currently on-going to increase the level of GLA grant funding towards the Scheme and to conclude the Development Agreement.

8.5 **Conclusion**

The Scheme's delivery model was selected and formed to drive developer contractor appetite to deliver the Scheme. The Scheme presents an attractive investment opportunity to a development partner, as evidenced by the competitive bidding process of 3 major development partners during the tendering of the Scheme's development agreement offer. With the allocation of adequate funds by the Council, and notwithstanding the results of the

FVA **[CD 4.6]** submitted in support of the planning application, in my professional opinion the Scheme is deliverable and viable to the Council and its selected delivery partner.

9 RESPONSE TO OBJECTORS

In this Section, I set out responses to the objections which refer to viability and deliverability related issues.

9.1 Objection 1 [CD 8.2]:

9.1.1 *Ground 1: The Order does not comply with all relevant statutory requirements. The Council has not provided sufficient evidence to show that the redevelopment scheme for which the Order is being pursued is necessary, viable, deliverable within a reasonable timescale, or properly funded.*

9.1.2 *Ground 3: The acquiring authority has not demonstrated that there are no planning or other impediments to the delivery of the scheme – in respect of financial impediments*

9.1.3 *Response:*

(a) The Scheme's delivery model was selected and formed to drive developer contractor appetite to deliver the Scheme. The Scheme presents an attractive investment opportunity to a development partner, as evidenced by the competitive bidding process of 3 major development partners during the tendering of the Scheme's development agreement offer.

(b) The FVA process, conducted in support of the planning application, identifies that the Scheme maximises the planning gain package, including the provision of affordable housing, and accordingly is identified as unviable in planning terms. However, the actual viability performance, as projected to be experienced by the Council, will be better than the results identified within the FVA **[CD 4.6]**. This is because an FVA in planning is an exercise which must be prepared in accordance with professional standards, planning policy and guidance, and does not reflect a developers' experience of scheme viability. As such a scheme identified as unviable in planning terms can be viable and deliverable to the developer. It is common for regeneration schemes to be identified as unviable in planning terms but for such schemes to be viable and deliverable for the developing LA or RP.

(c) In my professional opinion, with the allocation of adequate funds by the Council, as detailed and evidenced in the Proof of Evidence of Monju Ali **[CD 10.1]** and as a result of the selected Development Agreement model form, which promotes scheme viability and deliverability, (notwithstanding the results of the FVA submitted in support of the planning application), the Scheme is deliverable and viable for the Council and their selected delivery partner.

9.2 Objection 2a and 2b [CD 8.3 and 8.4]:

9.2.1 *Ground 6: Flaws in the CPO Process*: There are concerns regarding compliance with legal and procedural requirements in the CPO process, including the failure

to provide clear evidence on viability, funding, and delivery mechanisms for the proposed development.

9.2.2 ***Response**:* my response is the same as outlined in paragraph 9.1.3 above.

10 CONCLUSION

10.1 As is explained above, I have been working on the Scheme since July 2021. My role has been in the capacity as a development consultant, reporting to the Council, to promote the deliverability and viability of the Scheme.

10.2 Red Loft and I have extensive experience of appraising and project managing the delivery of estate regeneration schemes. For the Scheme, Red Loft prepared the FVA **[CD 4.6]** and led negotiations with THV to determine the Scheme's planning gain package, run appraisals on behalf of the Council to identify financial performance of the Scheme from the Council's perspective, support GLA grant applications, advised upon the Scheme's delivery route, supported the tending process and continue to support the selection and contract negotiation with the delivery partner.

10.3 The Scheme's delivery model was selected and formed to drive developer contractor appetite to deliver the Scheme. The Scheme presents an attractive investment opportunity to a development partner, as evidenced by the competitive bidding process of 3 major development partners during the tendering of the Scheme's development agreement offer.

10.4 The FVA process, conducted in support of the planning application, identifies that the Scheme maximises the planning gain package, including the provision of affordable housing, and accordingly is identified as unviable in planning terms. However, the actual viability performance, as projected to be experienced by the Council, will be better than the results identified within the FVA. This is because an FVA in planning is an exercise which must be prepared in accordance with professional standards, planning policy and guidance, and does not reflect a developers' experience of scheme viability. As such a scheme identified as unviable in planning terms, can be viable and deliverable to the developer. It is common for regeneration schemes to be identified as unviable in planning terms but for such schemes to be viable and deliverable for the developing LA or RP.

10.5 In my professional opinion, with the allocation of adequate funds by the Council, as detailed and evidenced in the Proof of Evidence of Monju Ali **[CD 10.1]**, and as a result of the selected Development Agreement model form, which promotes scheme viability and deliverability, (notwithstanding the results of the FVA submitted in support of the planning application), the Scheme is deliverable and viable for the Council and their selected delivery partner.

11 STATEMENT OF TRUTH AND DECLARATION

11.1 Statement of Truth

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

11.2 Declaration

I confirm that my report has drawn attention to all material facts which are relevant and have affected by professional opinion.

I confirm that I understand and have complied with my duty to the inquiry as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.

I confirm that I am not instructed under any conditional or other success based fee arrangement.

I confirm that I have no conflicts of interest.

I confirm that I am aware of and have complied with the requirements of the rules, protocols and directions of the inquiry.

Signed: Dated: 17 November 2025

John Booker