DATED this 6th day of November 2026

THE GREATER LONDON AUTHORITY

-and-

THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES

-and-

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON

-and-

SGN MOTSPUR PARK LIMITED

-and-

SOUTHERN GAS NETWORKS PLC

-and-

BERKELEY HOMES (WEST LONDON) LIMITED

PLANNING OBLIGATION

Made under section 106 of the Town and Country Planning Act 1990 and all other enabling powers relating to Gas Holder Station Motspur Park New Malden in the Royal Borough of Kingston Upon Thames and the London Borough of Merton (Cross-Boundary Application)

Planning application references:

GLA – GLA/2026/0208/S3 (Kingston Application); GLA/2026/0209/S3 (Merton Application)

Royal Borough of Kingston Upon Thames – 25/02562/FUL

London Borough of Merton – 25/P2859

SLLP

South London Legal Partnership

SLLP is a trading name provided by the London Boroughs of MERTON, KINGSTON, RICHMOND, SUTTON, WANDSWORTH

THIS DEED is made this 6th **day of** November **2026**

BETWEEN

(1) **GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE (the **"GLA"**)

(2) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KINGSTON UPON THAMES** of Guildhall, Kingston upon Thames, Surrey KT1 1EU (**"Kingston Council"**)

(3) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** of Civic Centre, London Road, Morden, Surrey SM4 5DX (**"Merton Council"**)

(4) **SGN MOTSPUR PARK LIMITED** (Co. Regn. No. 11246248) of St. Lawrence House, Station Approach, Horley RH6 9HJ (the **"First Owner"**)

(5) **SOUTHERN GAS NETWORKS PLC** (Co. Regn. No. 05167021) of St Lawrence House, Station Approach, Horley RH6 9HJ (the **"Second Owner"**)

(the First Owner and the Second Owner collectively being the **"Owner"**)

(6) **BERKELEY HOMES (WEST LONDON) LIMITED** (Co. Regn. No. 02660063) of Berkeley House, 19 Portsmouth Road, Cobham, Surrey, KT11 1JG (**"Developer"**)

RECITALS:

(a) The Councils are the local planning authorities for the purposes of the 1990 Act for the area in which the Land is situated and are the appropriate statutory bodies to enforce the planning obligations in this Deed.

(b) The First Owner is the registered proprietor of the freehold interest in the Land registered at HM Land Registry under title numbers P80487, P108630 and SGL209430.

(c) The Second Owner is the registered proprietor of the leasehold interest in the Land registered at HM Land Registry under title number ~~SGL800344.~~ SGL862447 As authorised by the parties

(d) The Developer has entered into a conditional contract with the First Owner to purchase a freehold interest in the Land once the Planning Permission is free of any Challenge and conditions relating to the Gas Infrastructure Works have been satisfied (subject to any long-stop dates).

(e) On 30 September 2025, the Developer submitted the Kingston Application to Kingston Council for the Kingston Permission and the Merton Application to Merton Council for the Merton Permission.

(f) Part of the Land is located within the London Borough of Merton and part within the Royal Borough of Kingston Upon Thames with the consequence that the Development lies across the boundary of the two boroughs.

(g) On 11 March 2026, Kingston Council resolved to refuse the Kingston Application.

(h) On 7 April 2026, the Mayor of London issued a direction pursuant to Article 7 of the 2008 Order and section 2A of the 1990 Act that he would act as the local planning authority for the purposes of determining the Kingston Application and the Merton Application.

(i) At a representation hearing on 21 July 2026, the decision-maker at the GLA resolved to approve the Applications and grant the Planning Permission subject to imposing planning conditions and prior completion of this Deed.

(j) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.

(k) In accordance with section 2E(5) of the 1990 Act, the Councils will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Councils shall have primary responsibility for such monitoring and enforcement.

(l) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Deed.

(m) The Councils acknowledge and confirm that the GLA has consulted with them as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.

(n) The Parties have agreed to enter into this Deed to secure the planning obligations set out in this Deed with the intention that the terms set out in this Deed should be binding not only on the Parties, but also upon their successors in title and any person claiming title through, under or in trust for them unless otherwise expressly stated in this Deed

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

1.1 For the purposes of this Deed, the following words and expressions shall, unless the context otherwise requires, have the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
"2008 Order"	means the Town and Country Planning (Mayor of London) Order 2008
"Affordable Housing"	means housing (including but not limited to Intermediate Housing or Low Cost Housing) provided to eligible households whose needs are not met by the market and which housing should: (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices; (b) make provision for the home to remain at an affordable price for future eligible households
"Affordable Housing Provider"	means: (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); or (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or (c) any other body specialising in the provision of Affordable Housing who has been nominated or approved by Kingston Council
"Affordable Housing Units"	means the 175 Residential Units to be provided as Affordable Housing in accordance with the Affordable Housing Tenure Split or Alternative Affordable Housing Tenure Split (each as defined in Schedule 2)

"Application"	means the Kingston Application and the Merton Application
"Assistant Director"	means Kingston Council's Assistant Director of Strategic Planning and Infrastructure for the time being or such other person as may be appointed from time to time to carry out that function
"Block"	means any one of: (a) Block A; or (b) Block B; or (c) Block C; or (d) Block D; or (e) Block E
"Block A"	the part of the Development indicatively shown on Plan 2 shaded green and marked "Block A"
"Block B"	the part of the Development indicatively shown on Plan 2 shaded red and marked "Block B"
"Block C"	the part of the Development indicatively shown on Plan 2 shaded orange and marked "Block C"
"Block D"	the part of the Development indicatively shown on Plan 2 shaded pink and marked "Block D"
"Block E"	the part of the Development indicatively shown on Plan 2 shaded blue and marked "Block E"
"Challenge"	means the Planning Permission being the subject of judicial review proceedings or an application for permission to judicially review the Planning Permission is lodged in the High Court and including any appeal to a higher court
"Commencement"	means commencement of the Development (or such part as may be specified) by the carrying out of a material

operation as defined in section 56(4) of the 1990 Act but for the purpose of this Deed only excluding the following operations:

(a) ground investigations and/or site survey works;
(b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
(c) construction of temporary boundary fencing or hoardings;
(d) temporary diversion of highways;
(e) archaeological investigation;
(f) noise attenuation works;
(g) demolition works (including demolition of the gasholders);
(h) works of site clearance;
(i) site decontamination and remediation works;
(j) excavation works to adjust ground levels on site;
(k) temporary display of advertisements;
(l) Gas Infrastructure Works;
(m) works to the Beverley Brook;

and "**Commence**" and "**Commencing**" shall be construed accordingly

"Councils" means Kingston Council and Merton Council and reference to a "**Council**" shall mean either one of them

"Cross-Boundary Obligations" means obligations in this Deed that:

(a) affect elements of the Development which cross the boundary between the respective administrative areas of Kingston Borough and Merton Borough; or

(b) are obligations owed to Kingston Council which relate to or are linked to any part of the Development on the Land within Merton Borough; or

(c) are obligations owed to Merton Council which relate to or are linked to any part of the Development on the Land within Kingston Borough

"Development" means the following development of the Land:

"Demolition of existing gasholders and associated above ground structures and buildings. Phased redevelopment of site to provide a residential development with ancillary residential facilities (C3 Use Class) across five blocks up to 52 metres, together with associated works to the existing accesses and internal vehicular routes, new pedestrian and cycle routes, the provision of new publicly accessible open space, amenity space, hard and soft landscaping, cycle and car parking, works to the brook embankment, re-siting of some gas infrastructure, ground works and plant.

Cross boundary application with London Borough of Merton: Works to vehicle access onto West Barnes Lane, including hard and soft landscaping and new public realm and associated ground works.

Application is accompanied by an Environmental Statement."

"Expert" means an independent and suitable person holding appropriate professional qualifications to be appointed under the dispute provisions in clause 9 of this Deed

"Gas Infrastructure Works"	means the following works: a) demolition of gasholders b) dewatering and infilling of gasholders c) gas governor and PIG trap relocation (including amended PIG trap design) d) relaying of gas main and gas pipes e) any other works relating to the demolition and decommissioning of existing gas infrastructure on the Land
"Implementation"	means commencement of the Development by the carrying out of a material operation as defined in section 56(4) of the 1990 Act and **"Implement"** and **"Implemented"** shall be construed accordingly
"Index"	means the Consumer Prices Index published by the Office for National Statistics (or any successor ministry, department or organisation) or if that index is at the relevant time no longer published such other comparable index or basis for indexation as may be agreed in writing with the Council to which the relevant obligation is owed
"Interest"	means interest at two and a half percent (2.5%) above the base lending rate of the Bank of England
"Kingston Application"	means the planning application submitted to Kingston Council to carry out the Kingston Development and allocated reference number **25/02562/FUL** by Kingston Council and reference number **GLA/2026/0208/S3** by the GLA

"Kingston Borough"	means the administrative area of the Royal Borough of Kingston Upon Thames
"Kingston Development"	means the part of the Development to be carried out in the Kingston Borough
"Kingston Obligations"	means the planning obligations and covenants comprised in Schedules 2, 3, 4, 5, 6, 7, 8 and 9
"Kingston Permission"	means the planning permission for the Kingston Development to be granted by the GLA pursuant to the Kingston Application
"Land"	means the land on which the Development is to take place and against which the obligations, covenants or undertakings in this Deed may be enforced which is known as and situated Gas Holder Station Motspur Park New Malden and is shown for the purposes of identification only edged red on Plan 1
"Market Housing Units"	means the Residential Units within the Development which are to be sold or let on the open market and which are not Affordable Housing Units and "**Market Housing**" and "**Market Housing Unit**" shall be construed accordingly
"Merton Application"	means the planning application submitted to Merton Council to carry out the Merton Development and allocated reference number 25/P2859 by Merton Council and reference number GLA/2026/0209/S3 by the GLA
"Merton Borough"	means the administrative area of the London Borough of Merton
"Merton Development"	means the part of the Development to be carried out in the Merton Borough

"Merton Obligations"	means the planning obligations and covenants comprised in Schedules 10, 11 and 12
"Merton Permission"	means the planning permission for the Merton Development to be granted by the GLA pursuant to the Merton Application
"Occupation"	means the occupation of any part of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "**Occupy**" "**Occupier**" and "**Occupiers**" shall be construed accordingly
"Parties"	means the GLA, Kingston Council, Merton Council, the First Owner, the Second Owner and the Developer
"Plan 1"	means the plan with reference U096-MAC13-SW-XX-DR-A-005-101000 Rev P2 titled "Proposed Site Location Plan" appended at Appendix 1 to this Deed showing the Land
"Plan 2"	means the plan with reference U096-MAC13-SW-XX-DR-A-005-111000 Rev P13 titled "Proposed Site / Block Plan" appended at Appendix 2 to this Deed showing the Blocks
"Plan 3"	means the plan with drawing number 901 titled "Highway Works Plan" appended at Appendix 3 to this Deed showing for indicative purposes only the Highway Works
"Plan 4"	means the plan with reference U096-MAC13-SW-XX-DR-A-005-111002 Rev P03 titled "Proposed Public Access Route plan" appended at Appendix 4 to this Deed

	showing the Kingston Public Access Route and the Merton Public Access Route
"Plan 5"	means the plans appended at Appendix 5
"Planning Permission"	means the Kingston Permission and the Merton Permission
"Practical Completion"	means issue of a certificate by the Owner or Developer's architect, civil engineer, or chartered surveyor as appropriate (or if constructed by a party other than the Owner or Developer, the issue of a certificate by that party's architect, civil engineer, or chartered surveyor) certifying that the Development or a phase or part of the Development is for all practical purposes sufficiently complete to be put into use and "**Practically Completed**" shall be construed accordingly
"Reasonable Endeavours"	means that a party responsible for an obligation shall exert itself to perform or fulfil that obligation by using such effort and/or expenditure of a reasonable amount of money and/or engagement of such professional or other advisers
"Residential Units"	means the residential units designated for Class C3 use (as defined within the Use Classes Order) to be constructed pursuant to the Planning Permission together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "**Residential Unit**" shall be construed accordingly
"Secretary of State"	means the Secretary of State for the purposes of the 1990 Act

"Specified Date"	means the date on which a payment is payable under the terms of this Deed
"Statutory Undertaker"	means a statutory undertaker as defined by section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) (England) Order 2015 and shall include persons authorised under any enactment to carry on an undertaking for the distribution or supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency, the holder of a licence to operate telecommunication systems, the Civil Aviation Authority, and the holder of a licence to supply cable television
"Sutton Council"	means the London Borough of Sutton
"TfL"	means Transport for London which is the strategic transport and highway authority for the area in which the Land is located
"Use Classes Order"	means the Town and Country Planning (Use Classes) Order 1987 (as amended)
"Working Days"	means any day excluding Saturdays, Sundays and any bank holidays in England

1.2 In this Deed:

1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.

1.2.2 References to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed.

1.2.3 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.

1.2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate, companies corporations and firms and all such words shall be construed as interchangeable in that manner.

1.2.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.

1.2.6 Reference to any party to this Deed shall include the successors in title to that party and any person deriving title from them and, in the case of the GLA and the Councils, to any successor to their statutory functions.

1.2.7 The headings in this Deed are for convenience only and shall not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.2.8 Where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of either of the Councils or any officer of either of the Councils then this means carried out in accordance with the reasonable satisfaction of the relevant Council or relevant officer of the relevant Council.

1.2.9 Where the agreement consent approval or satisfaction of one or both of the Councils or an officer of one or both of the Councils is required under the terms of this Deed such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.

1.2.10 Covenants made in this Deed:

(a) if made by more than one person are made jointly and severally and to the intent that they can be enforced against all of them jointly and against each individually unless otherwise expressly stated in this Deed; and

(b) are to the intent that the same shall bind whomsoever shall become a successor or successors in title or a person deriving title to the Land except as otherwise stated in this Deed; and

(c) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

2.1 This Deed is entered into under section 106 and section 2E of the 1990 Act and the obligations contained in this Deed shall be ones to which the provisions of Section 106 of the 1990 Act shall apply and shall be enforceable by the Councils as provided for in this Deed not only against the Owner and the Developer but also against the Owner's and Developer's successors in title or any person deriving title through or under the Owner or the Developer.

2.2 The covenants in this Deed that are given to the Councils shall also be enforceable by the GLA as provided for in sections 2E and 106(9)(d) of the 1990 Act.

2.3 To the extent that any of the covenants, restrictions and obligations contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into under section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011.

3. EFFECT AND CONDITIONALITY OF THIS DEED

3.1 This Deed shall come into effect on the date of this Deed save for Clause 4.

3.2 Clause 4 shall come into effect upon both of the following two conditions being satisfied:

(a) the grant of the Kingston Permission and the Merton Permission; and

(b) the Commencement of Development,

save for any provisions set out in this Deed that are required to be complied with on or prior to Commencement of Development which shall come into effect on completion of this Deed.

4. THE OWNER, DEVELOPER, GLA AND COUNCIL'S COVENANTS

4.1 Subject to clause 5, the Owner and Developer covenant with Kingston Council and the GLA to:

(a) perform and comply with the Kingston Obligations and paragraph 1 of Schedule 11 at the times and in the manner provided within the relevant Schedules SAVE THAT it is acknowledged and agreed that there shall be no requirement for the Owner and Developer to make any payments to Kingston Council pursuant to paragraph 1 of Schedule 11; and

(b) perform and comply with the obligations, covenants and terms contained in Schedule 1 and the clauses of this Deed at the times and in the manner provided within it.

4.2 Subject to clause 5, the Owner and Developer covenant with Merton Council and the GLA to:

(a) perform and comply with the Merton Obligations at the times and in the manner provided within the relevant Schedules; and

(b) perform and comply with the obligations, covenants and terms contained in Schedule 1 and the clauses of this Deed at the times and in the manner provided within it.

4.3 The Councils and the GLA covenant with the Owner and Developer to perform the obligations specified in this Deed at the times and in the manner provided within it.

4.4 The GLA covenants to issue the Planning Permission as soon as reasonably practicable following completion of this Deed.

5. EXCLUSIONS

5.1 No person shall be liable for any breach of the obligations and covenants contained in this Deed which occurs after the person has parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

5.2 The obligations set out in this Deed shall not be enforceable against:

(a) the Developer if:

i. the conditional contract with the Owner referred to in recital (d) is terminated; and

ii. the Developer has not:

1. prior to the termination of the conditional contract, acquired any legal interest in the Land; and/or

2. Implemented or otherwise carried out works (or caused Implementation or the carrying out of works) pursuant to the Development,

save for the obligations to pay the Councils and the GLA's legal costs pursuant to clause 6 and subject always to clause 19 and for the avoidance of doubt if the Developer becomes a successor in title to the Owner or derives any interest in the Land from the Owner through any other means its interests in the Land will be bound by the obligations in this Deed.

(b) individual owners, occupiers, tenants or lessees of the Residential Units (or their mortgagee or chargee or any person deriving title through or under them) save for individual owners, occupiers, tenants or lessees of the Residential Units (or their mortgagee or chargee or any person deriving title through or under them) of an individual Affordable Housing Unit, who shall be required to comply with the ongoing Occupation requirement set out in paragraph 2.1.1 of Part 1 of Schedule 2 in relation to that unit subject to the provisions of paragraph 3 of Part 1 of Schedule 2;

(c) any Statutory Undertaker or other person with any interest in any part of the Land for the purpose only of the supply of gas, electricity, water,

drainage or telecommunication services SAVE FOR the First Owner unless and until:

(i) clause 5.1 applies; or

(ii) any residual interest the First Owner has in the Land following disposal of the First Owner's freeholder interest in the Land to the Developer solely relates to the distribution and/or supply of gas, electricity, water, drainage or communication services and not for the carrying out or end-use of any part of the Development,

and PROVIDED THAT if any Statutory Undertaker (including the First Owner and/or Second Owner) carries out works pursuant to the Development (other than the Gas Infrastructure Works) this exclusion shall not apply;

(d) any Affordable Housing Provider (or their mortgagee or chargee or any person deriving title through or under them) not involved in carrying out the Development and whose interest in the Land relates only to the Affordable Housing Units save for the provisions of Schedule 2.

6. LEGAL COSTS

6.1 The Developer shall pay on or before completion of this Deed the Councils' reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed.

6.2 The Developer shall pay on or before completion of this Deed the GLA's reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed.

7. MORTGAGEE LIABILITY

7.1 No mortgagee or chargee with the benefit of a mortgage or charge over the Land shall have liability under this Deed unless and until such mortgagee or chargee takes possession of the Land in which case the mortgagee or chargee

shall be bound by the obligations and covenants in this Deed as if they were a person deriving title from the Owner.

8. MISCELLANEOUS

8.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed, it is agreed and declared that this Deed shall cease to have any further effect if:

(a) the Planning Permission lapses without having been Implemented; or

(b) the Planning Permission is revoked or withdrawn; or

(c) the Planning Permission is quashed on judicial review without being thereafter re-granted by the Councils or the GLA.

8.2 For the avoidance of doubt references to Planning Permission in clause 8.1 above are references to both the Kingston Permission and the Merton Permission.

8.3 If prior to Implementation of the Kingston Permission, the Merton Permission lapses without having been Implemented; is revoked or withdrawn; or is quashed on judicial review without being thereafter re-granted by the Council or GLA, the Owner or Developer shall notify the Councils and GLA and confirm whether they intend to carry out works pursuant to the Kingston Permission and if the notice confirms that the Owner or Developer do not intend to carry out works pursuant to the Kingston Permission, it is agreed and declared that this Deed shall cease to have any further effect save for the provision in clause 8.4 below.

8.4 In the event that this Deed ceases to have effect pursuant to clause 8.3, the Owner and Developer covenant for themselves and their successors in title that they shall not carry out any further development pursuant to the Kingston Permission.

8.5 If prior to Implementation of the Merton Permission, the Kingston Permission lapses without having been Implemented; is revoked or withdrawn; or is quashed on judicial review without being thereafter re-granted by the Council

or GLA, the Owner or Developer shall notify the Councils and GLA and confirm whether it intends to carry out works pursuant to the Merton Permission and if the notice confirms that the Owner or Developer does not intend to carry out works pursuant to the Merton Permission, it is agreed and declared that this Deed shall cease to have any further effect save for the provision in clause 8.6 below.

8.6 In the event that this Deed ceases to have effect pursuant to clause 8.5, the Owner and Developer covenant for themselves and their successors in title that they shall not carry out any further development pursuant to the Merton Permission.

8.7 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in clauses 8.1, the Councils shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

8.8 This Deed is intended to regulate and restrict the carrying out of the Development pursuant to the Planning Permission and shall not prohibit or restrict the right to develop any part of the Land in accordance with a planning permission granted subsequent to the grant of the Planning Permission (other than a permission under section 73 of the 1990 Act).

8.9 It is hereby agreed by the Parties that if either of the Councils or the GLA or the Secretary of State or inspector appointed by the Secretary of State as the case may be shall after the date of completion of this Deed grant a planning permission pursuant to an application made under Section 73 or 73B (when in force) of the 1990 Act in respect of the conditions on the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent section 73 or 73B planning application (as applicable) and the planning permission or planning permissions granted by the Council or Councils or the GLA or the Secretary of State or inspector appointed by the Secretary of State pursuant to such section 73 or 73B planning application (as applicable).

8.10 This Deed shall apply and take effect and be read and construed in accordance with clause 8.9 **UNLESS** the Council or Councils or the GLA or the Secretary of State or inspector appointed by the Secretary of State (as applicable) determines that revised planning obligations are required to be secured by way of a new or supplemental deed under sections 106 and section 106A of the 1990 Act as a result of such section 73 or 73B planning application.

9. DISPUTE PROVISIONS

9.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties (except in the case of manifest error or fraud).

9.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 9.3.

9.3 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.

9.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares.

9.5 The provisions of this clause 9 shall not fetter the Councils' powers to enforce this Deed by way of an application for declaratory relief or injunction or by way of their statutory powers of enforcement under section 106 of the 1990 Act.

10. POWERS OF THE GLA AND THE COUNCILS

10.1 Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Councils or the GLA in the exercise of their statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

11. WAIVER

11.1 No waiver (whether express or implied) by either Council or the GLA of any breach or default by the Owner or Developer in performing or observing any of the covenants, terms, undertakings, obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent either Council or the GLA from enforcing any of the said covenants, terms, undertakings, obligations or restrictions or from acting upon any subsequent breach or default in respect thereof by the Owner or Developer.

12. INDEXATION

12.1 Any financial sum payable under this Deed (other than any payment made under paragraph 3.6 of Part 2 of Schedule 2) shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid.

13. INTEREST ON LATE PAYMENT

13.1 Without prejudice to any other right remedy or power contained in this Deed (or otherwise available to the Councils or the GLA), if any payment of any financial sum referred to in this Deed becomes due on the Specified Date but remains unpaid then the Owner or Developer shall pay to the relevant Council Interest on any such unpaid amount from the Specified Date to the date when the amount is paid in full to the Council. This shall be added to and form part of such sum at the Interest rate.

14. THIRD PARTY RIGHTS

14.1 Save for paragraph 2.1.3 of Schedule 4 in favour of TfL, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties (and in the case of the Councils or the GLA the successor to their respective statutory functions) from being able to benefit or to enforce the provisions of this Deed.

15. SEVERABILITY

15.1 If any provision or clause in this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Deed.

16. NOTICES

16.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery.

16.2 The address for service for any party under this Deed shall be those stated in this Deed (addressed to the person and with the reference specified in

Schedule 1) or such other address for service in England as the party to be served shall have previously notified in writing.

16.3 Any notice served under this Deed shall be deemed to have been received:

(a) If delivered by hand, upon delivery at the relevant address

(b) If sent by first class pre-paid post, the second working day after the date of posting

17. JURISDICTION

17.1 This Deed shall be governed by and interpreted in accordance with the law of England and each of the Parties hereby submits to the exclusive jurisdiction of the English Courts.

18. ENFORCEMENT OF CROSS-BOUNDARY OBLIGATIONS

18.1 The Councils shall use reasonable endeavours to co-operate with each other in respect of the enforcement of any breach of a Cross-Boundary Obligation.

18.2 In the event that a Council intends to enforce against a breach of a Cross-Boundary Obligation, the relevant Council shall, where practicable, notify the other Council of the fact in writing providing details of:

18.2.1 the alleged breach;

18.2.2 the proposed enforcement action;

18.2.3 the proposed timescales for bringing enforcement action; and

18.2.4 the proposed remedy required.

18.3 Following receipt of such a notice and so far as is reasonably practicable, the Councils shall use reasonable endeavours to reach agreement as to the enforcement action to be brought and where expedient and appropriate to do so the Councils shall use reasonable endeavours to take joint enforcement action.

19. DEVELOPER'S CONSENT

19.1 The Developer acknowledges and declares that this Deed has been entered into by the First Owner and the Second Owner with its consent and accepts that the First Owner and the Second Owner's interests in the Land (as set out in recital (b) and (c) respectively) shall be bound by the obligations in this Deed and if the Developer becomes a successor in title to the First Owner and Second Owner or derives any interest in the Land from the Owner its interests in the Land will be bound by the obligations in this Deed.

20. ELECTRONIC EXECUTION

20

20.1 All parties to this Deed agree that:

(a) for the purposes of the execution of this Deed an electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature for the purposes of the lawful execution of this document; and

(b) plans and other appendices (as applicable) attached to this Deed may be electronically signed/initialled.

21. COUNTERPARTS

21

21.1 This Deed may be executed in any number of counterparts (in hardcopy or in electronic form in accordance with clause 20.1 above), each of which constitute a duplicate original, but all the counterparts shall together constitute the one and the same agreement.

SCHEDULE 1

Notification

1. NOTIFICATION

1.1 The Owner and Developer covenant with the Councils and the GLA to give no less than ten (10) Working Days prior written notice of the intended date of:

(a) Commencement of Development; and

(b) first Occupation of the Development; and

(c) first Occupation of each of the following:

(i) any Residential Unit in the following Blocks (for the avoidance of doubt a separate notification in respect of each Block):

i. Block A;

ii. Block B;

iii. Block C;

iv. Block D; and

v. Block E;

(ii) any Market Housing Unit in the following Blocks (for the avoidance of doubt a separate notification in respect of each Block):

i. Block A;

ii. Block B;

iii. Block C;

iv. Block D; and

v. Block E;

(iii) the 250th Residential Unit;

1.2 Written notice shall be served on:

(a) Kingston Council, addressed to the Assistant Director;

(b) Merton Council, addressed to Head of Development Management, Building Control and Local Land Charges, Merton Civic Centre, London Rd, Morden SM4 5DX; and

(c) the GLA, addressed to:

Head of Development Management

City Hall, Kamal Chunchie Way, London, E16 1ZE

With reference: GLA/2026/0208/S3 and GLA/2026/0209/S3

SCHEDULE 2

Affordable Housing and Viability Review (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Additional Affordable Housing Scheme"	means a scheme or schemes to be submitted to the GLA and Council in accordance with Part 2 of Schedule 2 detailing the Additional Affordable Housing Units to be provided and which: (a) confirms which Market Housing Units are to be converted into Additional Affordable Housing Units and (if applicable) which Intermediate Housing Units are to be converted into Low Cost Housing Units (subject always to the Affordable Housing Tenure Split and Affordable Housing Cap); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; and (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units
"Additional Affordable Housing Units"	means the Market Housing Units to be converted to Affordable Housing and (if applicable) Intermediate Housing Units to be

converted to Low Cost Housing Units in accordance with an approved Additional Affordable Housing Scheme (subject always to the Affordable Housing Cap)

"Affordable Housing Cap"	means a cap on the maximum provision of Affordable Housing to be provided as a result of the Development including any Additional Affordable Housing Units being a maximum of 50% of the Residential Units (by Habitable Rooms) at a tenure split of 50% Low Cost Housing (by Habitable Rooms) and 50% Intermediate Housing (by Habitable Rooms)
"Affordable Housing Plans"	means the plans appended at Appendix 5 showing the number, type (including no. of bedrooms), tenure and locations within the Development of the Affordable Housing Units
"Affordable Housing Tenure Split"	means: (a) 72 Social Rented Housing Units (being 50% of the Affordable Housing Units by Habitable Room); and (b) 103 London Shared Ownership Housing Units (being 50% of the Affordable Housing Units by Habitable Room)
"Alternative Affordable Housing Tenure Split"	means the alternative affordable housing tenure split that shall apply in the event paragraph 1.2 of Part 1 of this Schedule applies, which shall be: (a) 72 London Affordable Rented Housing Units (being 50% of the Affordable

Housing Units by Habitable Room); and

(b) 103 Intermediate Housing Units (being 50% of the Affordable Housing Units by Habitable Room)

"Average Intermediate Housing Value"	means the average value of Intermediate Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV
"Average Low Cost Housing Value"	means the average value of Low Cost Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV
"Average Market Housing Value"	means the average value of Market Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV
"Build Costs"	means the build costs for construction of the Development supported by provision of evidence of these costs to the GLA's and Council's reasonable satisfaction including (but not limited to): (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices;

(c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but excluding:

(i) professional, finance legal and marketing costs;

(ii) all of the Owner's internal costs including (but not limited to) project management costs, overheads and administrative expenses; and

(iii) any costs arising from Fraudulent Transactions

"Chargee" means any mortgagee or chargee in respect of the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Component" means a part of the Development including (but not limited to) the following:

(a) Market Housing Units;

(b) Affordable Housing Units;

(c) any Additional Affordable Housing Units;

(d) any other floor space;

(e) property; and

(f) land

and **"Components"** shall be construed accordingly

"Date of Deemed Service" in each instance where a Chargee has served a Default Notice:

(a) in the case of service by delivery by hand of the Default Notice to the Council and the GLA, the date on which the Default Notice is so delivered to both the Council and the GLA; or

(b) in the case of service by using first class registered post to the Council and the GLA, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) provided that the Chargee is able to evidence that the Default Notice was actually delivered to the Council and the GLA (by Royal Mail proof of delivery or otherwise)

"Default Notice" means a written notice of a Chargee's intention to enforce the security of its mortgage or charge over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Development Viability Information"	means the information required by Formula 1 and Formula 2 as set out in the annex to Part 2 of Schedule 2 and including in each case supporting evidence to the GLA's and the Council's reasonable satisfaction
"Disposal"	means: (a) a Sale; or (b) the grant of a lease of a term of less than 125 (one hundred and twenty five) years of a Component of the Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let (or similar letting arrangement) of a Component of the Development but excluding Fraudulent Transactions and **"Disposed"** shall be construed accordingly
"Early Stage Review"	means an assessment of the Development Viability Information at the Review Date to determine if Additional Affordable Housing Units can be provided
"Eligible Purchaser"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Affordable Housing Unit and/or Additional Affordable Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report (or such other replacement or successor GLA guidance or policy) and the

expression "**Eligible Purchasers**" shall be construed accordingly

"Estimated Build Costs" means the sum of:

(a) the estimated Build Costs remaining to be incurred at the Review Date; and

(b) the Build Costs actually incurred at the Review Date

"Estimated GDV" means the aggregate sum of:

(a) Market Value of all Components of the Development, and in each case assessed on the basis of detailed and appropriate comparable evidence (including rental values, yields, as applicable)

together with

(b) all Public Subsidy and any Development-related income from other sources to be assessed by the Council and/or the GLA,

but excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)

"External Consultant" means the external consultant(s) appointed by Kingston Council and/or the GLA to assess the information submitted pursuant to Part 2 of this Schedule

"Formula 1"	means the formula identified as "Formula 1" within the annex to Part 2 Schedule 2
"Formula 2"	means the formula identified as "Formula 2" within the annex to Part 2 Schedule 2
"Fraudulent Transactions"	means: (a) transactions the purpose or effect of which is to artificially reduce the Estimated GDV and/or artificially increase the Estimated Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction
"GDV"	means gross development value
"Grant Funding"	means financial support or subsidy made available by the GLA or any successor agency, or such other funding source as may be agreed in writing by Kingston Council and the GLA for the purposes of enabling delivery of the Affordable Housing Units as Social Rented Housing Units and London Shared Ownership Housing Units and which shall comprise the following benchmark grant rates (unless otherwise agreed in writing between Owner, Kingston Council and the GLA): (a) at least £220,000 (two hundred and twenty thousand pounds) per Social Rented Unit to be provided at the Development; and

(b) at least £70,000 per Shared Ownership Unit to be provided at the Development

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 (thirteen) square metres or more, a living room, a dining room and a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls and "**Habitable Rooms**" shall be construed accordingly

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing an Intermediate Housing Unit or renting a Low Cost Housing Unit, share that unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:

(a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and

	(b) in relation to joint Eligible Purchasers, the combined gross annual income of those Eligible Purchasers' Households
"Intention Notice"	means a notice in writing served on the Chargee by the Council or the GLA that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Intermediate Housing"	means London Shared Ownership Housing unless the Alternative Affordable Housing Tenure Split applies in which case it shall mean intermediate rented and ownership Affordable Housing tenures or products (which may include London Shared Ownership Housing, discount market sale housing, shared ownership housing or other forms of intermediate tenure) that are compliant with the London Plan definition of genuinely affordable housing and which shall be agreed in writing with Kingston Council
"Intermediate Housing Units"	means those Affordable Housing Units and/or Additional Affordable Housing Units to be made available as Intermediate Housing in accordance with Schedule 2 of this Deed and the expression "**Intermediate Housing Unit**" shall be construed accordingly
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent

	controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is: (a) including Service Charges, up to 80 per cent of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Homes for Londoners: Affordable Homes Programme 2016-2021 funding guidance (or any replacement guidance)
"London Affordable Rented Housing Units"	means those Affordable Housing Units and/or Additional Affordable Housing Units to be made available as London Affordable Rented Housing in accordance with Schedule 2 of this Deed (if any) and the expression "**London Affordable Rented Housing Unit**" shall be construed accordingly
"London Design Standards"	means the required design standards for new homes approved and published by the Mayor of London at the date of grant of the Planning Permission or such other design standards agreed by Kingston Council in writing
"London Plan"	means the London Plan 2021 and any replacement or successor documents, guidance, or policy published by the GLA
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London which reviews the progress being made to implement the policies and address the

objectives of the London Plan (or any replacement GLA guidance or policy)

"London Shared Ownership Housing" means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and

(b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent of the relevant annual gross income upper limit below (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of

gross income) PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

(i) one-bedroom: £70,000;

(ii) two-bedroom: £80,000; and

(iii) three-bedroom: £90,000;

and **"London Shared Ownership Lease"** and **"London Shared Ownership Lessee"** shall be construed accordingly

"London Shared Ownership Housing Units"	means those Affordable Housing Units and/or Additional Affordable Housing Units to be made available as London Shared Ownership Housing in accordance with Schedule 2 of this Deed and the expression "**London Shared Ownership Housing Unit**" shall be construed accordingly
"Low Cost Housing"	means Social Rented Housing unless the Alternative Affordable Housing Tenure Split applies in which case it shall mean London Affordable Rented Housing;
"Low Cost Housing Units"	means Affordable Housing Units and/or Additional Affordable Housing Units provided as Low Cost Housing;

"Market Value" means the price at which Disposal of the relevant Components would have been completed unconditionally for cash consideration at the date of submission of the Development Viability Information based on detailed comparable market evidence including evidence of rental values and rental yields achieved for any Component and assuming the following:

(a) a willing seller/lessor and a willing buyer/lessee in an arm's length transaction;

(b) that prior to the date of valuation, there has been a reasonable period of not less than 6 (six) months for the proper marketing of the relevant Component (having regard to the nature of the Component and the state of the market) for the agreement of the price and terms and for the completion of the Disposal;

(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice the period from (and including) the Date of Deemed Service

	on the Council and the GLA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council and the GLA)
"Nominations Agreement"	means an agreement relating to the nomination rights of Kingston Council in respect of the Affordable Housing Units and/or Additional Affordable Housing Units to be entered into between an Affordable Housing Provider and Kingston Council prior to Occupation of such Affordable Housing Units and/or Additional Affordable Housing Units and substantially in the form appended to this Deed at Appendix 6
"Option"	means the option to be granted to the Council or GLA for the purchase of the Affordable Housing Units and/or Additional Affordable Housing Units
"Public Subsidy"	means funding from the GLA and/or the Council together with any other additional public subsidy secured by the Owner to support the delivery of the Development
"Regulator of Social Housing"	means the body established under part 2 of the Housing and Regeneration Act 2008 that is responsible for the regulation of private registered providers of social housing in England (or any successor body or organisation)

"Rent Guidance"	means the policy statement on rent for social housing issued by the Ministry of Housing Communities and Local Government on 1 April 2026 or such other replacement guidance or direction or legislation
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance and the Direction on the Rent Standard 2026 issued by the Regulator of Social Housing and Ministry of Housing, Communities and Local Government in 2026 or such other replacement standard guidance or direction or legislation
"Review Date"	means the date on which the Development Viability Information for the Early Stage Review is submitted pursuant to Part 2 of Schedule 2
"RP Disposal"	means: (a) a transfer of a freehold interest in; or (b) the grant of a long lease of not less than 125 years of an Affordable Housing Unit and/or Additional Affordable Housing Unit to an Affordable Housing Provider and **"RP Disposals"** shall be construed accordingly
"RTA Purchaser"	means a tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit

	under the provisions of the preserved right to buy pursuant to Part V of the Housing Act 1985 or the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
"Sale"	means: (a) the transfer of a freehold interest of a Component of the Development; or (b) the grant of a lease of a Component of the Development with a term of 125 years or more and subject to nominal rent
"Service Charges"	means all amounts payable by an Occupier as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit and/or Additional Affordable Housing Unit
"Social Rented Housing"	means rented housing owned and managed by an Affordable Housing Provider and let at Target Rents
"Social Rented Housing Units"	means those Affordable Housing Units and/or Additional Affordable Housing Units to be made available as Social Rented Housing in accordance with Schedule 2 of this Deed and

	the expression "**Social Rented Housing Unit**" shall be construed accordingly
"Staircasing"	means the acquisition of additional equity in a London Shared Ownership Housing Unit up to one hundred per cent (100%) of the equity in that unit and "**Staircased**" shall be construed accordingly
"Substantial Implementation"	means all of the following have occurred in respect of the Development: (a) completion of the site preparation works in respect of the first Block at the Development; and (b) completion of the first Block at the Development to first floor slab
"Substantial Implementation Target Date"	means the later of: (a) 36 months from but excluding the date of grant of the Planning Permission; or (b) 36 months after the date that any Challenge is finally disposed of; or (c) 36 months from completion of the Gas Infrastructure Works;
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its charge including (without limitation) all interest and reasonable legal

	administrative fees costs and expenses properly recoverable pursuant to the Charge
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time

PART 1

The Owner and the Developer covenant with Kingston Council and the GLA as follows:

1. PROVISION OF AFFORDABLE HOUSING

1.1 The Owner and the Developer covenant:

1.1.1 to provide the Affordable Housing Units on the Land in accordance with the Affordable Housing Tenure Split or subject to paragraph 1.2 the Alternative Affordable Housing Tenure Split and the Affordable Housing Plans;

1.1.2 to design and construct the Affordable Housing Units in accordance with London Design Standards.

1.2 The Owner and Developer covenant:

1.2.1 until the date that is six months before Commencement of Block D, to use Reasonable Endeavours to either secure Grant Funding or procure that the Affordable Housing Provider secures Grant Funding in order to provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split;

1.2.2 to report to Kingston Council and the GLA in writing at least on a six monthly basis from the date of the Planning Permission until the completion of the Gas Infrastructure Works setting out details of the steps taken by the Owner to satisfy its obligations under paragraph 1.2.1; and

1.2.3 to notify Kingston Council and the GLA six months before Commencement of Block D whether Grant Funding has been secured and provide documentary evidence of the Reasonable Endeavours used to secure Grant Funding.

1.2.4 if the notification pursuant to paragraph 1.2.3 confirms that Grant Funding has not been secured:

(a) the Owner and Developer shall:

(i) submit a statement to the Council which specifies the Alternative Affordable Housing Tenure Split and details of the tenure of the Intermediate Housing Units;

(ii) deliver the Affordable Housing Units in accordance with the Alternative Affordable Housing Tenure Split, Affordable Housing Plans (subject to paragraph 1.2.4(b) below) and details submitted pursuant to paragraph 1.2.4(a)(i) above; and

(b) the Affordable Housing Plans shall thereafter be read such that references to Social Rented Housing Units shall be taken as references to London Affordable Rented Housing Units and references to London Shared Ownership Housing Units shall be taken as references to Intermediate Housing Units.

2. RESTRICTION ON OCCUPATION OF AFFORDABLE / MARKET HOUSING UNITS

2.1 The Owner and the Developer shall not:

2.1.1 Occupy, or cause or permit Occupation of the Affordable Housing Units for any purpose other than as Affordable Housing in accordance with the Affordable Housing Plans, Affordable Housing Tenure Split or subject to paragraph 1.2 the Alternative Affordable Housing Tenure Split;

2.1.2 Occupy, cause, or permit Occupation of any Market Housing Units other than Market Housing Units to be provided in Block E and Block C unless and until:

(a) all of the Affordable Housing Units in Block D and Block C have been Practically Completed and made ready for Occupation; and

(b) the Owner or Developer has made an RP Disposal of each of the Affordable Housing Units in Block D and Block C to one or more Affordable Housing Providers (who agree to use reasonable endeavours to enter into and complete the Nominations Agreement with Kingston Council in respect of all Affordable Housing Units) and written evidence of such RP Disposals has been provided to Kingston Council.

2.1.3 Occupy, cause, or permit Occupation of any Market Housing Units in Block A unless and until:

(a) 100% of the Affordable Housing Units have been Practically Completed and made ready for Occupation; and

(b) the Owner or Developer has made an RP Disposal of each of the Affordable Housing Units to one or more Affordable Housing Providers (who agrees to use reasonable endeavours to enter into and complete the Nominations Agreement with Kingston Council in respect of all Affordable Housing Units) and written evidence of such RP Disposals has been provided to Kingston Council.

2.1.4 Occupy or cause or permit Occupation of an Affordable Housing Unit unless and until the relevant Affordable Housing Provider has entered into a Nominations Agreement with Kingston Council in respect of the relevant Affordable Housing Unit.

3. EXCLUSION OF LIABILITY

3.1 The covenants and obligations in this Schedule shall not apply to:

(a) an RTA Purchaser (including a mortgagee and successors in title and assigns of such a purchaser);

(b) an Occupier of a London Shared Ownership Housing Unit who has Staircased to 100% equity in a London Shared Ownership Housing Unit (including their mortgagees and successors in title); and

(c) a Chargee seeking to dispose of Affordable Housing Units under the exercise of its mortgage or charge, provided the Chargee has complied with paragraph 3.2.

3.2 In order to benefit from the protection granted by paragraph 3.1(c) above, a Chargee must:

3.2.1 prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units, serve a Default Notice:

3.2.1.1 on Kingston Council delivered by hand to Kingston Council's offices or using first class registered post to Kingston Council's offices at the address on the first page of this Deed in either case addressed to Chief Planning Officer of Kingston Council; and

3.2.1.2 on the GLA either:

3.2.1.2.1 by delivery by hand to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases between 9:00am and 5:00pm on a Working Day; or

3.2.1.2.2 by using first class registered post to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning);

3.2.2 when serving the Default Notice, provide to the GLA and Kingston Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

3.2.3 subject to paragraph 3.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4 below.

3.3 From (and including) the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the GLA or Kingston Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and Kingston Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.

3.4 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (the **"Buyer"**)), the Chargee will grant the Buyer an exclusive Option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

3.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition - 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

3.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below;

3.4.3 provided that the purchase price has been agreed in accordance with paragraph 3.5.2 below or determined in accordance with paragraph 3.6 below, but subject to paragraph 3.4.4 below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

3.4.4 the Option will expire upon the earlier of:

3.4.4.1 notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first notified the GLA;

3.4.4.2 the expiry of the Moratorium Period; and

3.4.4.3 any other terms agreed between the parties to the Option (acting reasonably).

3.5 Following the service of the Intention Notice:

3.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

3.5.2 the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

3.5.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and

3.5.2.2 (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

3.6 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 3.5.2 above:

3.6.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

3.6.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

3.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.5.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;

3.6.4 the independent surveyor shall act as an expert and not as an arbitrator;

3.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

3.6.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and

3.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

3.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 2 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

3.7.1 neither the GLA nor Kingston Council has served an Intention Notice before the date falling 1 (one) calendar month after the first day of the Moratorium Period;

3.7.2 the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

3.7.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

3.8 The GLA and Kingston Council and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.2 to 3.7 above (inclusive).

3.9 If the GLA or Kingston Council notifies the Owner in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 3.2, references to the old address in paragraph 3.2 and the definition of "Date of Deemed Service" in this Deed shall be read as references to the new address.

PART 2

Viability Review

1. SUBSTANTIAL IMPLEMENTATION DEADLINE

1.1 The Owner and Developer shall notify the GLA and Kingston Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and the notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and Kingston Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than 5 (five) Working Days after receiving a written request from the GLA and/or Kingston Council, the Owner and Developer shall provide to the GLA and Kingston Council any additional documentary evidence reasonably requested by the GLA and Kingston Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Owner and Developer's notification pursuant to paragraph 1.1 of Part 2 of this Schedule the Owner shall afford the GLA and Kingston Council's agents access to the Land to inspect and assess whether the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** the GLA and Kingston Council shall:

1.3.1 provide the Owner and Developer with a minimum of 48 (forty eight) hours' prior written notice of its intention to carry out such an inspection;

1.3.2 comply with relevant health and safety legislation; and

1.3.3 at all times be accompanied by the Owner and Developer or the Owner and Developer's agent.

1.4 No later than 20 (twenty) Working Days after the GLA and Kingston Council receives:

1.4.1 notice pursuant to paragraph 1.1 of Part 2 of this Schedule; or

1.4.2 if the GLA and/or Kingston Council makes a request under paragraph 1.2 above, the additional documentary evidence requested pursuant to paragraph 1.2 of Part 2 of this Schedule,

Kingston Council (and if it elects to do so the GLA) shall inspect the Land and following the inspection provide written confirmation to the Owner and Developer (and to the GLA if the GLA does not inspect the Land) within ten (10) Working Days of the date of the inspection as to whether or not Kingston Council (and if the GLA has inspected the Land, the GLA) considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.5 If the GLA and/or Kingston Council notifies the Owner and Developer that the GLA and/or Kingston Council considers that Substantial Implementation has not been achieved, then paragraph 1 of this Part 2 of Schedule 2 shall continue to apply mutatis mutandis until the GLA and Kingston Council have notified the Owner and Developer pursuant to paragraph 1.4 of Part 2 of this Schedule that Substantial Implementation has been achieved.

1.6 Any dispute between the GLA and/or Kingston Council and the Owner and Developer regarding whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date or regarding any other matter under this Schedule shall be referred to dispute resolution in accordance with clause 9 of this Deed.

1.7 The Owner and Developer shall not Occupy (or cause or permit Occupation) any part of the Development until:

1.7.1 the GLA and Kingston Council have notified the Owner and Developer pursuant to paragraph 1.4 of Part 2 of this Schedule (or an Expert has determined pursuant to clause 9 of this Deed) that Substantial

Implementation has been achieved on or before the Substantial Implementation Target Date; or

1.7.2 the GLA and Kingston Council have notified the Owner and Developer pursuant to paragraph 3.4 of Part 2 of this Schedule (or an Expert has determined pursuant to clause 9 of this Deed) that no Additional Affordable Housing Units are required; or

1.7.3 if the GLA and Kingston Council notify the Owner and Developer pursuant to paragraph 3.4 of Part 2 of this Schedule (or an Expert has determined pursuant to clause 9 of this Deed) that Additional Affordable Housing Units are required, the Council has approved the Additional Affordable Housing Scheme.

2 SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION

2.1 If Substantial Implementation has not occurred on or before the Substantial Implementation Target Date as determined by the GLA and Kingston Council under paragraph 1.4 of Part 2 of this Schedule (or as determined by an Expert under clause 9 of this Deed):

2.1.1 the Owner and Developer shall submit to the GLA and Kingston Council the following information no later than 20 (twenty) Working Days after the date on which Kingston Council notifies the Owner pursuant to paragraph 1.4 of Part 2 of this Schedule (or as determined by an Expert under clause 9 of this Deed) that Substantial Implementation has been achieved, on the basis that the GLA and Kingston Council may make such information publicly available:

(a) the Development Viability Information for Formula 1 and Formula 2;

(b) a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 is less than 0 (zero) it shall

be deemed to be 0 (zero)) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided;

(c) if the written statement referred to in paragraph 2.1.1(b) of Part 2 of this Schedule confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3.7 and 3.8 of Part 2 of this Schedule shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

3.1 Kingston Council and (if it elects to do so) the GLA shall review the information submitted pursuant to paragraph 2.1 of Part 2 of this Schedule and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 2 and Kingston Council and the GLA shall be entitled to rely on their own evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence also being provided to the Owner and Developer.

3.2 The GLA and Kingston Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of Part 2 of this Schedule.

3.3 If Kingston Council, the GLA and/or an appointed External Consultant requires further Development Viability Information or supporting evidence to assess whether in their view any Additional Affordable Housing Units are required, the Owner and Developer shall provide any such reasonably required information to the GLA, Kingston Council and/or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving a request from the GLA, Kingston Council and/or the External Consultant. This process may be repeated until the GLA, Kingston Council and/or the External Consultant (as applicable) have all the information they reasonably require to

assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 2.

3.4 When Kingston Council and (if it has elected to do so) the GLA or their External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of Part 2 of this Schedule (and where applicable, paragraph 3.3 of Part 2 of this Schedule), Kingston Council and (if applicable) the GLA shall notify the Owner and Developer in writing of Kingston Council's and (if applicable) the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the Additional Affordable Housing Scheme submitted by the Owner and Developer is approved.

3.5 If Kingston Council's and (if applicable) the GLA's assessment pursuant to paragraph 3.4 of Part 2 of this Schedule 2 concludes (or an Expert concludes pursuant to clause 9 of this Deed) that Additional Affordable Housing Units can be provided but the Owner's and Developer's initial submission concluded otherwise, or if the Additional Affordable Housing Scheme initially submitted is not approved by Kingston Council or the GLA, then the Owner and Developer shall submit an Additional Affordable Housing Scheme or (as applicable) amended Additional Affordable Housing Scheme to Kingston Council and (if applicable) the GLA for their written approval within 10 (ten) Working Days of the date on which the Owner and Developer received Kingston Council's and

(if applicable) the GLA's decision pursuant to paragraph 3.4 of Part 2 of this Schedule (or the Expert's determination under clause 9 of this Deed).

3.6 If Kingston Council's (or the GLA's) assessment pursuant to paragraph 3.4 of Part 2 of this Schedule concludes that:

3.6.1 a surplus profit arises following the application of Formula 1 but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

3.6.2 a surplus profit arises following the application of Formula 1 but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2,

in either scenario the Owner and Developer shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to Kingston Council as a financial contribution towards offsite Affordable Housing.

3.7 The Owner and Developer shall pay Kingston Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of Part 2 of this Schedule including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.

3.8 In the event of a disagreement between Kingston Council and the GLA as to the assessment of the Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3 then the conclusions of the GLA shall prevail.

4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING (EARLY STAGE REVIEW)

4.1 Where it is determined pursuant to paragraph 3 of Part 2 of this Schedule that 1 (one) or more Additional Affordable Housing Units must be provided the

Owner and Developer shall not Occupy cause or permit Occupation of any Market Housing Units in Block A unless and until:

4.1.1 the Additional Affordable Housing Units required pursuant to paragraph 3 of Part 2 of this Schedule have been Practically Completed in accordance with the Additional Affordable Housing Scheme approved by Kingston Council and/or the GLA; and

4.1.2 the Owner and Developer has paid any remaining surplus profit which cannot deliver a whole number of Additional Affordable Housing Units pursuant to paragraph 3.6 of Part 2 of this Schedule to Kingston Council towards the delivery of offsite Affordable Housing within Kingston Borough.

4.2 The provisions of Part 1 of Schedule 2 shall apply mutatis mutandis to any Additional Affordable Housing Units provided pursuant to Part 2 of this Schedule 2.

4.3 Any Additional Affordable Housing Units provided pursuant to this paragraph 4 shall cease to be Market Housing Units.

4.4 The Parties agree that the Affordable Housing Units and any Additional Affordable Housing Units shall together not exceed the Affordable Housing Cap.

Annex to Schedule 2

Formula 1 (Surplus profit available for additional on-site affordable housing)

"Surplus profit" = ((A - B) - (D - E)) - P

Where:

A = Estimated GDV (£)

B = A ÷ (C + 1)

C = Percentage change in the Land Registry House Price Index for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

E = D ÷ (F + 1)

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

P = (A - B) * Y

Y = being developer profit as a percentage of GDV for the Development as determined as part of the review (%)

Notes:

(A - B) represents the change in GDV of the Components of the Development from the date of Planning Permission to the date of review.

(D - E) represents the change in Build Costs from the date of the Planning Permission to the date of the review.

FORMULA 2 (Additional Affordable Housing)

X = Additional Low Cost Housing requirement (Habitable Rooms)

X = ((E * F) ÷ (A - B)) ÷ D

Y = Additional Intermediate Housing requirement (Habitable Rooms)

Y = ((E * G) ÷ (A - C)) ÷ D

Where:

A = Average Market Housing Value (£ per m^2)

B = Average Low Cost Housing Value (£ per m^2)

C = Average Intermediate Housing Value (£ per m^2)

D = Average Habitable Room size for the Development being [•] m^2

E = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1 (£)

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Housing (%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)

Notes:

(A - B) represents the difference in average value of Market Housing per m^2 and average value of Low Cost Housing per m^2 (£)

(A - C) represents the difference in average value of Market Housing and average value of Intermediate Housing per m^2 (£)

(E * F) represents the surplus profit to be used for Low Cost Housing (£)

(E * G) represents the surplus profit to be used for Intermediate Housing (£)

(E * F) ÷ (A - B) represents the additional Low Cost Housing requirement (m^2)

(E * G) ÷ (A - C) represents the additional Intermediate Housing requirement (m^2)

SCHEDULE 3

Car Club, Parking and CPZ (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Car Club"	means a car hiring club operated by the Car Club Operator which Occupiers of the Development and members of the public may join and which allows members to hire a motor vehicle within the vicinity of the Development made available by the Car Club Operator on a flexible basis
"Car Club Operator"	means the operator of the Car Club being a company accredited by COMOUK or otherwise approved by Kingston Council in writing who shall be responsible for the operation of the Car Club including bookings and charges
"Car Club Parking Spaces"	means: (a) the On-Site Car Club Parking Space; and (b) the Off-Site Car Club Parking Spaces
"Car Club Strategy"	means a strategy for the provision and operation of a Car Club serving the Development including (without limitation): (a) the location and specification of the Car Club Parking Spaces; (b) the timing of delivery of the Car Club

	Parking Spaces; and (c) details of the proposed Car Club Operator and for the avoidance of doubt the Owner and the Developer shall not be required to have entered into an agreement for delivery of the Car Club prior to submission of the Car Club Strategy.
"COMOUK"	means the non-profit organisation registered under charity no. 1093980 known as "COMOUK Trust" (or its successor or equivalent organisation as may be agreed in writing with Kingston Council) which promotes sustainable car use and development of car clubs and ride-sharing schemes in the United Kingdom and provides accreditation to car club operators
"CPZ"	means a controlled parking zone from time to time established by Kingston Council comprising an identified area in the vicinity of the Development which, from time to time, provides designated parking spaces affording priority to residents of the Development, their visitors, and local businesses, and within which the parking of any motor vehicle during the prescribed operational hours is subject to the display of a valid parking permit whether at present or in the future;
"CPZ Contribution"	means a financial contribution of up to **Fifty Thousand Pounds (£50,000)** , to be applied towards:

(a) undertaking a CPZ Review in order to establish whether any changes are reasonably required to an existing CPZ or a New CPZ is required to be designated; and

(b) subject to the outcome of the CPZ Review, implementing any reasonable changes identified as being required by the CPZ Review, including (where necessary) extending the operating hours of the CPZ or designating a New CPZ;

"CPZ Review" means a review in the vicinity of the Development carried out by Kingston Council in order to determine whether any changes are reasonably required to an existing CPZ and/or it is necessary to designate a New CPZ as a result of traffic associated with the Development;

"Disposal" has the same meaning as in Schedule 2 of this Deed

"LB Sutton CPZ" means a controlled parking zone from time to time established by Sutton Council comprising an identified area in the vicinity of the Development which, from time to time, provides designated parking spaces affording priority to residents, their visitors, and local businesses, and within which the parking of any motor vehicle during the prescribed operational hours is subject to the display of a valid parking permit whether at present or in the future;

"LB Sutton CPZ Contribution"	means a financial contribution of up to **Fifty Thousand Pounds (£50,000)** , to enable Sutton Council to: (a) undertake a LB Sutton CPZ Review in order to establish whether any changes are reasonably required to the LB Sutton CPZ; and (b) subject to the outcome of the LB Sutton CPZ Review, implement any reasonable changes identified as being required by the LB Sutton CPZ Review, including (where necessary) extending the operating hours of the LB Sutton CPZ or designating a LB Sutton New CPZ;
"LB Sutton CPZ Review"	means a review carried out by Sutton Council in the vicinity of the Development in order to determine whether any changes are reasonably required to an existing LB Sutton CPZ and/or it is necessary to designate a LB Sutton New CPZ as a result of traffic associated with the Development;
"LB Sutton New CPZ"	means a new LB Sutton CPZ to be established in the event that the LB Sutton CPZ Review concludes that a new LB Sutton CPZ is reasonably required.
"Necessary Consents"	means all rights, consents, approvals, permissions and agreements required for the delivery of the Off-Site Car Club Parking Spaces from any local authority, statutory body, landowner or other person with an

	interest in land affected or any other third party;
"New CPZ"	means a new CPZ to be established by Kingston Council in the event that the CPZ Review concludes that a new CPZ is reasonably required.
"Non-Parking Residential Unit"	means a Residential Unit that is purchased by an individual who does not also purchase an on-site parking space
"Off-Site Car Club Parking Space"	means two (2) off-site Car Club parking bays one of which shall be located to the north of the Development and the other shall be located to the south of the Development in such locations as shall be agreed in writing with Kingston Council
"On-Site Car Club Parking Space"	means one (1) on-site Car Club parking bay within the Development

Car Club

1. The Owner and Developer covenant with Kingston Council and the GLA as follows:

1.1 not to Occupy (or cause or permit Occupation of) the first Residential Unit unless and until the Car Club Strategy has been submitted to and approved in writing by Kingston Council.

1.2 not to Occupy (or cause or permit Occupation of) more than two hundred and forty-nine (249) Residential Units unless and until the Car Club Parking Spaces have been delivered in accordance with the approved Car Club Strategy.

1.3 to use Reasonable Endeavours prior to Occupation of the two hundred and fiftieth (250th) Residential Unit to negotiate and agree all Necessary Consents required to deliver the Off-Site Car Club Parking Spaces PROVIDED THAT if the Owner and Developer can demonstrate to Kingston Council that the Necessary Consents have not been agreed despite the use of such Reasonable Endeavours:

(a) the restriction on Occupation in paragraph 1.2 of this Schedule shall cease to apply; and

(b) the Owner and Developer may Occupy or permit Occupation of the 250th Residential Unit as soon as the On-Site Car Club Parking Space has been delivered in accordance with the approved Car Club Strategy.

1.4 The Owner and Developer shall:

(a) retain the On-Site Car Club Parking Space solely for use in connection with the Car Club unless otherwise agreed in writing with Kingston Council;

(b) not use or permit the use of the On-Site Car Club Parking Space for any other purpose without Kingston Council's prior written consent; and

(c) use Reasonable Endeavours to ensure that residents of the Development do not use the Off-Site Car Club Parking Spaces for any purposes other than for use in connection with the Car Club unless otherwise agreed in writing with Kingston Council.

1.5 If the Car Club Operator ceases to operate from the Development, the Owner and Developer shall:

(a) notify Kingston Council in writing within twenty (20) Working Days; and

(b) use Reasonable Endeavours for three (3) months from the date of the notification provided pursuant to paragraph 1.5(a) above to secure a replacement Car Club Operator.

1.6 If, following the three (3) month period mentioned in paragraph 1.5(b) above, the Owner and Developer is unable to secure a replacement Car Club Operator and supplies evidence to Kingston Council of Reasonable Endeavours taken during such period to secure a replacement Car Club Operator:

(a) the obligations relating to the Car Club Parking Spaces contained in paragraph 1.4 of this Schedule shall cease; and

(b) the Car Club Parking Spaces may be used for any other purpose.

Kingston CPZ

2. The Owner and Developer covenant with Kingston Council and the GLA to pay to Kingston Council the CPZ Contribution on or prior to the Commencement of Development.

3. Kingston Council covenants with the Owner and Developer as follows:

3.1 To use the CPZ Contribution to carry out the CPZ Review within a reasonable period following receipt of the CPZ Contribution; and

3.2 To provide to the Owner and Developer:

(a) written confirmation of the completion of the CPZ Review, together with all supporting evidence and findings; and

(b) written confirmation and supporting evidence of any decision to amend the CPZ or to designate a New CPZ as a result of the CPZ Review,

3.3 if either:

(a) the CPZ Review determines that no extension of the CPZ operating hours and no New CPZ is required; or

(b) Kingston Council has formally resolved to amend the CPZ or to designate a New CPZ prior to Occupation of the entire Development and carried out measures to implement that resolution,

then Kingston Council shall, following the conclusion of the CPZ Review and (if applicable) after it has carried out measures to implement the

Council resolution to amend the CPZ or designate a New CPZ, return to the Owner and Developer any unspent balance of the CPZ Contribution together with any interest accrued on that balance within 20 Working Days of:

(i) such determination in the case of sub-paragraph (a); or

(ii) the date of such Council resolution in the case of sub-paragraph (b) .

LB Sutton CPZ

4. The Owner and Developer covenant with Kingston Council and the GLA to pay to Kingston Council the LB Sutton CPZ Contribution on or prior to the Commencement of Development

5. Kingston Council covenants with the Owner and Developer to transfer the LB Sutton CPZ Contribution to Sutton Council as soon as reasonably practicable after the Owner pays the contribution to Kingston Council pursuant to paragraph 4 of this Schedule and in any event no later than 60 (sixty) Working Days from such date on the basis that:

5.1 the LB Sutton CPZ Contribution shall be used by Sutton Council to carry out the LB Sutton CPZ Review; and

5.2 if either:

(a) the LB Sutton CPZ Review determines that no extension of the LB Sutton CPZ operating hours and no LB Sutton New CPZ is required; or

(b) Sutton Council has formally resolved to amend the LB Sutton CPZ or to designate a LB Sutton New CPZ prior to Occupation of the entire Development and carried out measures to implement that resolution, then Sutton Council shall, following the conclusion of the LB Sutton CPZ Review and (if applicable) after it has carried out measures to implement the Sutton Council resolution to amend the CPZ or designate a LB Sutton New CPZ, return to Kingston Council any unspent balance of the LB Sutton CPZ Contribution together with any interest accrued on that balance within twenty (20) Working Days of:

(i) such determination in the case of sub-paragraph (a); or

(ii) the date of such Sutton Council resolution in the case of sub-paragraph (b).

6. **Parking Information**

6.1 The Owner and Developer shall ensure that, prior to the earlier of the first Disposal or first Occupation of any Non-Parking Residential Unit, the prospective purchaser, lessee, tenant or occupier of that Non-Parking Residential Unit is provided with written notice confirming that:

(a) no on-site parking space is allocated to that Non-Parking Residential Unit; and

(b) the roads within the vicinity of the Development are subject to CPZ restrictions during the operational hours of the relevant CPZ and that Occupiers should not expect to be able to park on-street during such hours.

6.2 The Owner and Developer shall ensure that all marketing materials, sales particulars and tenancy information relating to any Non-Parking Residential Unit prominently states the matters set out in paragraph 6.1(a) and (b).

6.3 The Owner and Developer shall retain evidence of compliance with paragraph 6.1 and shall make such evidence available to Kingston Council upon reasonable written request.

SCHEDULE 4

Other Miscellaneous Contributions (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Carbon Offset Contribution"	means the sum of **Three Hundred And Twenty Eight Thousand Three Hundred And Sixty Three Pounds (£328,363)** payable in accordance with this Schedule to Kingston Council to be spent towards carbon offset projects within Kingston Borough
"Green Lane"	means the public highway known as Green Lane within the London Borough of Sutton
"Green Lane Remediation Contribution"	means the sum of up to **Fifty Thousand Pounds (£50,000)** to be applied towards any remediation works to Green Lane that Sutton Council is able to demonstrate to the reasonable satisfaction of the Owner and Developer by documentary evidence (which may include surveys of Green Lane carried out prior to Commencement, during construction, or after practical completion of the Development) are reasonably required to remediate damage caused as a result of the construction of the Development
"S106 Management and Monitoring Contribution"	means the sum of **One Thousand Five Hundred Pounds (£1,500)** to be paid to Kingston Council towards Kingston Council's costs of monitoring the covenants

	and obligations in this Deed (save those in Schedule 5 and Schedule 6 of this Deed)
"SCOOT Region"	means the group of signal-controlled junctions which operate under the same signal system within SCOOT region 473, comprising the following junctions: (a) J21/158 Worcester Park / Central Road / Green Lane; (b) J23/104 A2043 Malden Road / Park Terrace / Station Approach; (c) P21/018 Central Road by Stone Place; (d) P21/169 Exit Ped X Central Road Northeast Bound; and (e) P21/020 Central Road / Windsor Road
"TfL Signal Review Contribution"	means the sum of **Twenty Five Thousand Pounds (£25,000)** payable to fund a signal timing review within the SCOOT Region by Transport for London to investigate opportunities to optimise traffic signal timings, including the potential reassignment of green time to side roads outside peak periods in order to improve traffic flow on Green Lane and implementation of identified measures

1. CONTRIBUTIONS

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1.1 The Owner and Developer covenant to pay the Carbon Offset Contribution to Kingston Council in three instalments as follows:

(a) thirty four per cent (34%) of the Carbon Offset Contribution prior to Occupation of Block E;

(b) thirty three per cent (33%) of the Carbon Offset Contribution prior to Occupation of Block C;

(c) the remaining thirty three per cent (33%) of the Carbon Offset Contribution prior to Occupation of Block A.

1.2 The Owner and Developer shall not:

(a) Occupy Block E (or cause or permit Occupation of Block E) unless and until the instalment of the Carbon Offset Contribution specified in 1.1(a) above has been paid in full.

(b) Occupy Block C (or cause or permit Occupation of Block C) unless and until the instalment of the Carbon Offset Contribution specified in 1.1(b) above has been paid in full.

(c) Occupy Block A (or cause or permit Occupation of Block A) unless and until the instalment of the Carbon Offset Contribution specified in 1.1(c) above has been paid in full.

1.3 The Owner and Developer covenant with Kingston Council:

(a) to pay the TfL Signal Review Contribution to Kingston Council prior to the Occupation of any Residential Unit and not to Occupy (or cause or permit any Occupation) until the TfL Signal Review Contribution has been paid;

(b) to pay the S106 Management and Monitoring Contribution to Kingston Council prior to the Commencement of Development and not to Commence the Development (or cause or permit Commencement of Development) until the S106 Management and Monitoring Contribution has been paid.

1.4 The Owner covenants with Kingston Council to pay the Green Lane Remediation Contribution to Kingston Council within twenty (20) Working Days of receipt of written request from Sutton Council (whether directly or via Kingston Council) providing:

1.4.1 evidence of damage to Green Lane caused by construction of the Development;

1.4.2 the estimated cost to remediate such damage; and

1.4.3 the required quantum of the Green Lane Remediation Contribution (which shall be no more than £50,000 (fifty thousand pounds)),

PROVIDED THAT such written request is received no later than six (6) months from Occupation of Block A.

2. EXPENDITURE

2.1 Kingston Council covenants with the Owner and Developer as follows:

2.1.1 save for the TfL Signal Review Contribution, the Green Lane Remediation Contribution and LB Sutton CPZ Contribution, to use and spend the financial contributions paid under this Deed solely for the purposes for which the contributions are paid, unless otherwise agreed with the party who paid the relevant contribution; and

2.1.2 without prejudice to paragraph 2.1.1 of this Schedule, to repay any financial contributions paid under this Deed which are unspent or unallocated seven (7) years from the date on which each such financial contribution was paid, together with any interest that may have accrued thereon, to the party who paid the relevant contribution;

2.1.3 to transfer the TfL Signal Review Contribution to TfL as soon as reasonably practicable after the Owner pays the contribution to Kingston Council pursuant to paragraph 1.3(a) of this Schedule and in any event no later than sixty (60) Working Days from such date PROVIDED THAT such transfer to TfL shall be made on the basis that:

(i) the TfL Signal Review Contribution shall be used solely for the purposes for which the contribution is paid; and

(ii) any contribution monies which are unspent or unallocated seven (7) years from the date on which the transfer was made shall be repaid to Kingston Council together with any interest that may have accrued thereon; and

2.1.4 to transfer the Green Lane Remediation Contribution to Sutton Council as soon as reasonably practicable after the Owner pays the contribution to Kingston Council pursuant to paragraph 1.4 of this Schedule and in any event no later than 60 (sixty) Working Days from such date PROVIDED THAT such transfer to Sutton Council shall be made on the basis that:

(i) the Green Lane Remediation Contribution shall be used by Sutton Council solely for the purposes for which the contribution is paid;

(ii) any contribution monies which are unspent or unallocated within twelve (12) months of practical completion of the Development shall be repaid to Kingston Council together with any interest that may have accrued thereon.

2.2 Kingston Council covenants to return any monies received from Sutton Council or TfL pursuant to paragraph 5.2 of Schedule 3 or paragraphs 2.1.3(ii) and 2.1.4(ii) of this Schedule to the Owner within twenty (20) Working Days of receipt.

SCHEDULE 5

Travel Plan (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Framework Travel Plan"	means the overarching travel plan for the Development submitted to Kingston Council as part of the Kingston Application
"Travel Plan"	means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner and Developer to secure the use of sustainable forms of transport by visitors to and residents and Occupiers of the Residential Units in order to minimise reliance on the use of private cars and which plan shall as a minimum:

(a) meet the requirements of the section of the Transport for London Travel Planning Guidance November 2013 entitled "What a travel plan should contain" (or such replacement or successor guidance);

(b) be iTRACE and TRICS compliant;

(c) relate to all travel movements of residents, occupiers and visitors to the Residential Units;

(d) identify sustainable transport targets for the Development and measures to achieve such targets;

(e) provide a schedule of monitoring for a period of five (5) years following first Occupation of any of the Residential Units to include surveys and monitoring reports to be submitted to Kingston Council; and

(f) provide a timetable for implementation of the measures and targets contained in the plan

"Travel Plan Co-ordinator"	means an organisation, company or individual appointed by the Owner and Developer to manage the delivery and implementation of the measures and targets set out in the Travel Plan and whose functions and responsibilities are more particularly set out in the relevant Travel Plan
"Travel Plan Monitoring Contribution"	means the sum of **Three Thousand And Forty Pounds (£3,040)** to be paid towards Kingston Council's costs of monitoring the delivery, operation and effectiveness of the Travel Plan
"Travel Plan Monitoring Report"	means a written document setting out the results of a review of the operation and effectiveness of the Travel Plan during the previous twelve (12) month period and setting out any remedial measures to be

	implemented to secure the targets of that Travel Plan
"Travel Plan Remedial Fee"	means the sum of five thousand pounds (£5,000) to be paid to Kingston Council to secure the implementation of reasonable measures necessary to remedy failures identified in any of the Travel Plans

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1. TRAVEL PLAN MONITORING CONTRIBUTION

1.1 The Owner and Developer shall:

(a) pay the Travel Plan Monitoring Contribution to Kingston Council prior to Occupation of any of the Residential Units; and

(b) not Occupy cause or permit Occupation of any of the Residential Units unless and until the Travel Plan Monitoring Contribution has been paid to Kingston Council.

2. TRAVEL PLAN CO- ORDINATOR

2.1 The Owner and Developer shall:

(a) appoint a Travel Plan Co-ordinator and submit the name and contact details of the appointed Travel Plan Co-ordinator to Kingston Council prior to Occupation of any part of the Development;

(b) not Occupy cause or permit Occupation of any part of the Development unless and until a Travel Plan Co-ordinator has been appointed and the name and contact details of the appointed Travel Plan Co-ordinator have been submitted to Kingston Council; and

(c) notify Kingston Council of any changes to the role or details of the appointed Travel Plan Co-ordinator within ten (10) Working Days of such change occurring.

2.2 Unless otherwise agreed in writing by Kingston Council, the Owner and Developer covenant that the role of the Travel Plan Co-ordinator shall remain in place for the duration specified in the Travel Plan which shall be at least five (5) years.

3. TRAVEL PLAN

3.1 The Owner and Developer shall:

(a) submit the Travel Plan to Kingston Council for its approval in writing no later than three months prior to the date of first Occupation of any of the Residential Units;

(b) not Occupy cause or permit first Occupation of any of the Residential Units unless and until the Travel Plan has been submitted to and approved by Kingston Council in writing ("**Approved Travel Plan**") PROVIDED THAT if Kingston Council has not provided such approval or requested further information within twenty (20) Working Days of being asked to do so Kingston Council shall be deemed to have approved the Travel Plan and the restriction on Occupation of the Residential Units in this paragraph shall cease to apply;

(c) undertake TRICS and iTRACE compliant:

i) baseline surveys no later than six (6) months after the date of first Occupation of any of the Residential Units; and

ii) further monitoring surveys in the same calendar month as the baseline surveys in the third and fifth years after the date of first Occupation of any of the Residential Units; and

(d) update the Approved Travel Plan in the third and fifth years after the date of first Occupation of any of the Residential Units to incorporate the results of the monitoring surveys undertaken pursuant to the Approved Travel Plan and submit the updated plan to Kingston Council for its approval in writing within two (2) months of completion of the respective surveys.

3.2 From the date of first Occupation of any of the Residential Units, the Owner and Developer covenant at its own cost to:

(a) implement and comply with the Approved Travel Plan (subject to any revisions agreed in writing by Kingston Council);

(b) continue to implement and comply with the measures, targets and requirements in the Approved Travel Plan (subject to any revisions agreed in writing by Kingston Council) for a period of not less than five years (or such extended period agreed by Kingston Council in writing);

(c) monitor and review the Approved Travel Plan and submit a Travel Plan Monitoring Report annually to Kingston Council for its approval in writing for a period of five years (or such extended period agreed by Kingston Council in writing) with the first of such reports to be submitted to Kingston Council no later than 12 months after the date of first Occupation of any of the Residential Units.

3.3 In the event that the Approved Travel Plan has not achieved its target within five years after the date of first Occupation of any of the Residential Units, the Approved Travel Plan shall operate for a further reasonable and proportionate period agreed by Kingston Council in writing not exceeding a further two (2) years.

4. TRAVEL PLAN REMEDIAL MEASURES

4.1 If Kingston Council notifies the Owner and Developer in writing that in its reasonable opinion:

(a) a Travel Plan Monitoring Report submitted in respect of the Approved Travel Plan indicates that the targets set out in the Approved Travel Plan will not be achieved; and

(b) the remedial measures set out in the Travel Plan Monitoring Report will not secure the targets of the Travel Plan,

the Owner and Developer shall as soon as reasonably practicable after receipt of Kingston Council's written notice (but no later than twenty (20) Working Days from receipt of the notice) submit a revised Travel Plan Monitoring Report to

Kingston Council for its approval in writing identifying remedial measures to address the failures raised by Kingston Council.

4.2 Following approval by Kingston Council of the Travel Plan Monitoring Report or a revised Travel Plan Monitoring Report as appropriate ("**Approved Travel Plan Monitoring Report**"), the Owner and the Developer shall implement the measures contained in the Approved Travel Plan Monitoring Report in accordance with the timescales contained therein.

4.3 If the Owner and Developer fails to comply with the terms of any of the Approved Travel Plan or fails to implement the remedial measures identified pursuant to paragraph 4.2 of this Schedule 5 (or in the event that the remedial measures prove to be ineffective) the Developer shall pay the Travel Plan Remedial Fee to Kingston Council within twenty (20) Working Days of receipt of written request from Kingston Council to do so and Kingston Council shall be entitled to apply the Travel Plan Remedial Fee to implement measures to secure the objectives of the relevant Travel Plan (including any consequential reasonable administrative costs and expenses incurred by Kingston Council).

SCHEDULE 6

Employment and Local Procurement (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Apprenticeships or Equivalent Vocational Qualifications"	means positions for Local residents (including residents aged 16+, university and college students in Kingston Borough) on a work-based training programme combining employment with structured learning leading to a nationally recognised qualification (including BTEC, NVQ, V-Tech or equivalent), which: (a) is either (i) accredited under the National Apprenticeship Framework or (ii) an equivalent vocational or technical qualification including BTEC, V-Tech, T Levels, NVQs, foundation degree or other recognised training pathway agreed with Kingston Council; (b) includes wages, support costs, college release (where applicable), tools and/or equipment; (c) includes appropriate supervision and mentoring; and (d) is not limited to construction-based training,

	to be provided in accordance with this Schedule and term **"Apprenticeships"** shall be construed accordingly
"Construction Period"	means the period commencing on Commencement of Development and ending on Practical Completion of the Development
"Employment and Skills Monitoring Fee"	means a contribution of **Fifty Thousand Pounds (£50,000)** payable to the Council prior to Commencement to cover the reasonable costs of monitoring compliance with this Schedule
"Kingston Participant"	means a participant who either lives in the Kingston Borough or attends an educational institution in Kingston Borough and **"Kingston Participants"** shall be construed accordingly
"Local Businesses"	means any business, trade, service, profession, organisation or industry with a substantive trading presence within the Local Labour Area.
"Local Employment Engagement Co-ordinator"	means an organisation, company or individual appointed by the Owner and Developer to manage the delivery and implementation of the Skills and Employment Plan Objectives
"Local Employment, Training and Procurement Targets"	means the targets set out in paragraph 3 of this Schedule

"Local Labour"	means the proportion of workers employed in the Development who are local residents within the Local Labour Area.
"Local Labour Area"	means Kingston Borough, Merton Borough and the administrative areas of the London Boroughs of Croydon, Richmond Upon Thames and Sutton
"London Living Wage"	means the hourly rate of pay calculated and published annually by the Living Wage Foundation for London, representing the minimum income necessary for a worker to meet the basic cost of living in London, and includes any successor rate published from time to time.
"Skills and Employment Plan"	means a scheme submitted by the Owner and Developer to Kingston Council that: (i) sets out the skills and employment opportunities for Kingston Participants and residents in the Local Labour Area; (ii) provides details of how the Local Employment, Training and Procurement Targets will be implemented, including supporting measures.
"Skills and Employment Plan Objectives"	means objectives to: (a) maximise employment and training opportunities for Kingston Participants and residents from the Local Labour Area during the construction and operational phases; and (b) ensure that jobs of all types and levels are filled so far as reasonably practicable by

	Kingston Participants and residents of the Local Labour Area
"Substantive Job"	means a permanent full-time position of employment for a minimum of 12 weeks.
"Substantive Work-Based Training Opportunity"	means short-term structured training opportunities provided to Local residents which may comprise: (a) 1 to 2 week work experience placements; (b) site or office-based placements; (c) visits from college or university construction-related courses; and (d) other structured training and engagement opportunities agreed with Kingston Council.

Application of reasonable endeavours

For the purposes of this Schedule 6, the obligation to use "reasonable endeavours" shall include taking such active and demonstrable steps as a reasonably competent and well-resourced developer would take to secure delivery of the relevant obligations, including (where appropriate):

(a) incorporating obligations into contracts with principal contractors and requiring equivalent flow-down obligations to sub-contractors;

(b) actively promoting and advertising opportunities for employment, training and procurement;

(c) engaging with local education providers, employment agencies and relevant Council initiatives; and

(d) taking reasonable steps to monitor and report on delivery performance throughout the Construction Period.

For the avoidance of doubt, the existence of shortfall payment provisions under this Schedule 6 shall not reduce or dilute the obligation to use reasonable endeavours.

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1. Submission, Approval and Monitoring

1.1 Submission and Approval

1.1.1 The Owner and Developer shall meet with Kingston Council prior to Commencement of the Development to agree the basis and methodology of the Skills and Employment Plan.

1.1.2 The Owner and Developer shall not Commence Development unless and until the Skills and Employment Plan has been submitted to and approved in writing by Kingston Council (such approval not to be unreasonably withheld or delayed).

1.1.3 The Owner and Developer shall implement and comply with the Skills and Employment Plan at all times during the Construction Period.

1.1.4 The Owner and Developer shall provide details of the Local Employment Engagement Co-ordinator to Kingston Council prior to Commencement.

1.1.5 The Owner and Developer shall provide monitoring reports to Kingston Council at quarterly intervals during the Construction Period.

1.1.6 Nothing in this Schedule shall prevent the Skills and Employment Plan from being amended by agreement in writing between the Owner and Developer and Kingston Council.

2. Financial Contributions and Commencement

2.1 The Owner and Developer shall not Commence (or cause or permit the Commencement of) Development until it has paid the Employment and Skills Monitoring Fee to Kingston Council.

3. Local Employment, Training and Procurement Targets

3.1 Kingston Council may agree reasonable variations to the Local Employment, Training and Procurement Targets having regard to:

(a) development scale;

(b) market conditions;

(c) viability considerations; and

(d) availability of Local Labour and Local Businesses.

Local procurement

3.2 The Owner and Developer shall use reasonable endeavours to procure that not less than twenty percent (20%) of the construction budget is procured from Local Businesses.

3.3 Within three (3) months of Practical Completion, the Owner shall submit such evidence reasonably required by Kingston Council to demonstrate compliance.

Educational engagement

3.4 The Owner shall deliver not less than two (2) education engagement activities per annum during the Construction Period which may include:

(a) careers fairs;

(b) visits by the Owner or persons engaged by the Owner to students of schools, colleges, or universities in Kingston Borough;

(c) engagement with the South London Partnership Construction Careers Hub (or equivalent); and

(d) careers education and progression activities.

Apprenticeships or Equivalent Vocational Qualifications

3.5 The Owner shall procure the delivery of not less than twenty-six (26) Apprenticeships or Equivalent Vocational Qualifications during the Construction Period.

3.6 Apprenticeships or Equivalent Vocational Qualifications may be delivered across construction, site-based, back-office and ancillary roles within the Development supply chain, including Tier One contractors and subcontractors.

3.7 The Owner shall procure appropriate arrangements to support continuity of training where an individual's engagement on the Development ends prior to completion of their training programme, including transfer or continuation opportunities where reasonably practicable.

3.8 The Owner shall use reasonable endeavours to engage with local education and skills providers to promote training opportunities and support alignment between training provision and industry needs.

Substantive Work-Based Training Opportunities

3.9 The Owner shall procure the delivery of one hundred and six (106) Substantive Work-Based Training Opportunities.

3.10 For the avoidance of doubt, Substantive Work-Based Training Opportunities shall not result in the award of a formal qualification.

4. Shortfall payments

4.1 Within three (3) months of Practical Completion, the Owner shall submit such evidence as Kingston Council may reasonably require to assess delivery against paragraphs 3 and 5 of this Schedule 6.

4.2 Kingston Council shall determine:

(a) the number of undelivered Apprenticeships or Equivalent Vocational Qualifications; and

(b) the number of undelivered Substantive Work-Based Training Opportunities; and

(c) the percentage of Substantive Jobs provided during the Construction Period which used Local Labour.

4.3 Where the target in paragraph 3.5 of this Schedule 6 is not fully achieved, the Owner and Developer shall pay two thousand pounds (£2,000) in respect of each undelivered Apprenticeship or Equivalent Vocational Qualification.

4.4 Where the target in paragraph 3.9 of this Schedule 6 is not fully achieved, the Owner and Developer shall pay five hundred pounds (£500) in respect of each undelivered Substantive Work-Based Training Opportunity.

4.5 Where the number of Substantive Jobs provided during the Construction Period which used Local Labour is less than 20% of the total number Substantive Jobs provided during the Construction Period, the Owner and Developer shall pay £2,000 in respect of each undelivered Local Labour Substantive Job which would be required to meet the 20% overall target.

4.6 Any sums due under this paragraph 4 of this Schedule 6 shall be paid within one (1) month of written notification by Kingston Council.

5. Construction Period Obligations

5.1 The Owner and Developer shall use reasonable endeavours to procure that not less than twenty percent (20%) of Substantive Jobs during the Construction Period are carried out by persons from the Local Labour Area and if this target is not achieved the provisions of paragraph 4.5 of this Schedule 6 shall apply.

5.2 The Owner and Developer shall procure that all direct employees engaged in the Construction Period are paid no less than the London Living Wage (or successor metric).

5.3 The Owner and Developer shall ensure that the Skills and Employment Plan Objectives and the obligations contained in this Schedule are embedded within

all procurement processes, tender documentation and contractual arrangements relating to the Development, including all contracts with principal contractors, which are carried out or entered into (as applicable) during the Construction Period.

5.4 The Owner and Developer shall procure that all principal contractors and sub-contractors engaged in the Development are subject to obligations no less onerous than those contained in this Schedule and shall ensure that such obligations are flowed down through the supply chain wherever reasonably practicable. The Owner and Developer shall provide evidence of such flow-down upon request by the Council.

5.5 The Owner and Developer shall promote opportunities for Local Businesses and participate in reasonable Council-led employment, skills and procurement initiatives.

5.6 The Owner and Developer shall ensure that the Skills and Employment Plan Objectives are actively implemented and monitored throughout the Construction Period in accordance with this Schedule.

SCHEDULE 7

Highway Works (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Highway Agreement"	means an agreement or agreements under section 38 and/or section 278 of the Highways Act 1980 for securing the provision of the Highway Works and making provision for any relevant road safety audits to be carried out
"Highway Works"	means the works to be carried out by the Owner and Developer comprising of an upgrade of the junction between the Development and Kingshill Avenue to a priority junction as shown indicatively on Plan 3

1 HIGHWAYS IMPROVEMENT WORKS

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1.1 The Owner and Developer shall:

(a) enter into a Highway Agreement with Kingston Council on or prior to Occupation;

(b) not Occupy or cause or permit Occupation unless and until a Highway Agreement has been entered into with Kingston Council;

(c) undertake and complete the Highway Works in accordance with the Highway Agreement entered into with Kingston Council prior to Occupation of the Development; and

(d) not Occupy cause or permit Occupation of the Development unless and until the Highway Works have been undertaken and completed in accordance with the Highway Agreement entered into with Kingston Council.

SCHEDULE 8

Kingston Public Access Route (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Kingston Central Public Access Route Area"	means the part of the Land which is to accommodate the central part of the Kingston Public Access Route, as shown indicatively shaded red on Plan 4;
"Kingston Northern Public Access Route Area"	means the part of the Land which is to accommodate the northern part of the Kingston Public Access Route, as shown indicatively shaded yellow on Plan 4;
"Kingston Public Access Route"	means the pedestrian and cycle route connecting Kingshill Avenue (in Kingston Borough) to the Development within the Kingston Public Access Route Area, the alignment and specification of which shall be approved pursuant to the Kingston Public Access Route Strategy and which is indicatively shown on Plan 4;
"Kingston Public Access Route Area"	means together the: (a) Kingston Northern Public Access Route Area; (b) Kingston Central Public Access Route Area; and (c) Kingston Southern Public Access Route Area

"Kingston Public Access Route Strategy"	means a scheme to be submitted to and approved in writing by Kingston Council pursuant to this Schedule.
"Kingston Southern Public Access Route Area"	means the part of the Land which is to accommodate the southern part of the Kingston Public Access Route, as shown indicatively shaded blue on Plan 4

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1. Public Access Route Strategy

1.1 The Owner and Developer covenant with Kingston Council and the GLA to submit the Kingston Public Access Route Strategy to Kingston Council no later than nine (9) months prior to the anticipated first Occupation.

1.2 The Owner and Developer covenant with Kingston Council and the GLA not to Occupy (or cause or permit Occupation of) the Development until the Kingston Public Access Route Strategy has been submitted to and approved in writing by Kingston Council.

1.3 The Kingston Public Access Route Strategy shall include (but not be limited to) the following details:

1.3.1 the precise alignment and extent of the Kingston Public Access Route (which shall be located within the Kingston Public Access Route Area unless otherwise agreed in writing by Kingston Council);

1.3.2 variations to the Kingston Public Access Route required during construction of the Development;

1.3.3 construction details and specification (including surfacing, lighting, levels, drainage and accessibility);

1.3.4 details of signage and wayfinding;

1.3.5 measures to ensure public safety and security;

1.3.6 details of management, maintenance, repair and cleansing and any closures which may be required to accommodate the same;

1.3.7 details of the timing and phasing of delivery; and

1.3.8 such other matters as Kingston Council may reasonably require.

2. Delivery and Opening of the Kingston Public Access Route

2.1 The Owner and Developer covenant with Kingston Council and the GLA not to Occupy (or cause or permit Occupation of):

2.1.1 the Development until the part of the Kingston Public Access Route to be delivered on the Kingston Southern Public Access Route Area has been constructed, completed, and made available and open to the public in accordance with the Kingston Public Access Route Strategy;

2.1.2 Block A or Block B until the part of the Kingston Public Access Route to be delivered on the Kingston Central Public Access Route Area has been constructed, completed, and made available and open to the public in accordance with the Kingston Public Access Route Strategy; and

2.1.3 not to Occupy (or cause or permit Occupation of) Block A until the part of the Kingston Public Access Route to be delivered on the Kingston Northern Public Access Route Area has been constructed, completed, and made available and open to the public in accordance with the Kingston Public Access Route Strategy.

3. Public Access

3.1 The Owner and Developer shall, from the date each part of the Kingston Public Access Route is first opened to the public, permit public access to that part of

the Kingston Public Access Route on foot and by bicycle 24 hours a day for the lifetime of the Development, subject to paragraphs 5 and 6 below.

3.2 The Owner and Developer shall ensure that the Kingston Public Access Route remains available for public use by pedestrians and cyclists at all times in accordance with this Schedule (subject to paragraphs 5 and 6).

4. Management and Maintenance

4.1 The Owner and Developer shall manage, maintain, repair and keep the Kingston Public Access Route in good, safe and clean condition in accordance with the approved Kingston Public Access Route Strategy.

5. Temporary Closure

5.1 From the date that each part of the Kingston Public Access Route is first opened to the public, the Owner may temporarily close the Kingston Public Access Route (in whole or in part) as follows:

5.1.1 with the prior written approval of Kingston Council (such approval not to be unreasonably withheld or delayed) for the purposes of maintenance, repair, renewal, cleaning or other reasonably necessary works;

5.1.2 for a maximum of one (1) day of a calendar year to prevent public or private rights of way from arising by way of prescription or otherwise;

5.1.3 for any other reason agreed with Kingston Council in writing;

5.1.4 as otherwise set out in the Kingston Public Access Route Strategy; and

5.1.5 in the event of an emergency or where reasonably necessary in the interests of public safety (including circumstances of emergency or

danger to the public within the meaning of section 52 of the New Roads and Street Works Act 1991 or otherwise).

5.2 On each occasion that the Kingston Public Access Route is closed pursuant to paragraph 5.1:

5.2.1 the Owner and Developer shall notify Kingston Council in writing as soon as reasonably practicable;

5.2.2 the Owner and Developer shall ensure any closure is limited to the minimum period reasonably necessary; and

5.2.3 unless the length of the closure has already been agreed, if a closure exceeds (or is expected to exceed) 24 hours, the Owner and Developer shall obtain Kingston Council's written approval for the continuation of such closure (save for closures pursuant to paragraph 5.1.4 or paragraph 5.1.5).

6. Prevention of Public Rights

6.1 The Kingston Public Access Route shall be a permissive route only and the Owner and Developer may take such reasonable steps as are necessary to prevent the dedication of the route as a highway or public right of way, provided that such steps do not materially interfere with public access in accordance with this Schedule.

7. Council Step-In Rights

7.1 In the event that the Owner and Developer fails to comply with any obligation in this Schedule, Kingston Council may (but shall not be obliged to) enter the Land and carry out any works reasonably necessary to secure compliance.

7.2 The Owner and Developer shall reimburse Kingston Council for all costs and expenses reasonably incurred in exercising its rights under paragraph 7.1.

SCHEDULE 9

Biodiversity Net Gain (Kingston Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Allocation"	means the allocation of any Biodiversity Units to Habitat Creation and Enhancement Works in a Biodiversity Gain Plan and "**Allocated**" shall be construed accordingly
"Biodiversity Gain Plan"	means the overall biodiversity gain plan and/or any relevant phase biodiversity gain plan (as applicable) submitted to Kingston Council for approval under condition 17 of the Kingston Permission and the term **"Biodiversity Gain Plans"** shall be construed accordingly
"Biodiversity Monitoring Reports"	means the monitoring reports demonstrating how the Owner and Developer is progressing towards achieving the objectives of the approved Biodiversity Gain Plans and the approved Habitat Management and Monitoring Plan, and **"Biodiversity Monitoring Report"** shall be construed accordingly
"Biodiversity Net Gain Monitoring Fee"	means the sum calculated in accordance with the BNG Monitoring Fee Calculator using the rates, costs, overheads, inflation rate, monitoring years and other fixed assumptions specified therein, save that the number of officer hours required in each monitoring year and non-monitoring year shall be determined

	by Kingston Council acting reasonably following approval of the relevant Biodiversity Gain Plan and Habitat Management and Monitoring Plan, having regard to the nature, scale and complexity of the biodiversity measures thereby approved and the reasonable officer time required by Kingston Council to monitor compliance with the same.
"Biodiversity Unit"	means the product of the size of an area, and the distinctiveness and condition of the habitat it comprises to provide a measure of ecological value calculated in accordance with the Defra Biodiversity Metric and approved in writing by Kingston Council and "**Biodiversity Units**" shall be construed accordingly
"BNG Monitoring Fee Calculator"	means the Verna Biodiversity Net Gain Monitoring Fee Calculator appended at Appendix 7 to this Deed, specifying the agreed rates, costs, overheads, inflation rate, monitoring years and other fixed assumptions to be applied in calculating the Biodiversity Net Gain Monitoring Fee
"Defra Biodiversity Metric"	means the statutory biodiversity metric published from time to time by the Department for Environment, Food & Rural Affairs or any successor body

"Habitat Creation and Enhancement Works"	means any habitat creation and enhancement works set out in a Biodiversity Gain Plan
"Habitat Management and Monitoring Plan"	means a habitat management and monitoring plan submitted to Kingston Council for approval under condition 16 of the Kingston Permission and the term **"Habitat Management and Monitoring Plans"** shall be construed accordingly
"Phase"	means a phase of the Development as shown on the phasing plan approved pursuant to the Planning Permission;
"Supplementary Planning Deed"	means a supplementary planning deed made under the provisions of Section 106 of the 1990 Act and all other enabling powers in relation to land in the Royal Borough of Kingston Upon Thames which shall include obligations on the Owner to comply with an approved Biodiversity Gain Plan and/or approved Habitat Management and Monitoring Plan in relation to such land and which shall provide that any Habitat Creation and Enhancement Works to be delivered on such land shall be managed and maintained in accordance with the approved Habitat Management and Monitoring Plan for a period of 30 years from completion of such works.

1. BIODIVERSITY PROVISION SCHEME

The Owner and Developer covenant with Kingston Council and the GLA as follows:

1.1. If any Biodiversity Gain Plan provides for Habitat Creation and Enhancement Works to be delivered on the Land (if significant) or offsite on land within the Royal Borough of Kingston Upon Thames the Owner and Developer shall:

1.1.1. prior to the Commencement of a Phase which has been identified for the delivery of any Habitat Creation and Enhancement Works to which Biodiversity Units have been Allocated, enter into a Supplementary Planning Deed with Kingston Council;

1.1.2. carry out and complete all Habitat Creation and Enhancement Works to which Biodiversity Units have been Allocated in a Phase in accordance with the relevant Biodiversity Gain Plan(s) and any associated Supplementary Planning Deed prior to first Occupation of the relevant Phase;

1.1.3. not Occupy (or cause or permit Occupation of) a Phase which has been identified for the delivery of any Habitat Creation and Enhancement Works to which Biodiversity Units have been Allocated unless and until the Habitat Creation and Enhancement Works provided for in the relevant Biodiversity Gain Plan and any associated Supplementary Planning Deed have been completed in accordance with paragraph 1.1.2 above.

2. BIODIVERSITY MONITORING

2.1. Following approval of the relevant Biodiversity Gain Plan and Habitat Management and Monitoring Plan, the Council shall calculate the Biodiversity Net Gain Monitoring Fee in accordance with the BNG Monitoring Fee Calculator and shall provide written notice to the Owner of the Biodiversity Net Gain Monitoring Fee, together with details of the officer hours applied in calculating the same.

2.2. The Owner shall pay the Biodiversity Net Gain Monitoring Fee to Kingston Council prior to Occupation of the Development and shall not Occupy or cause

or permit Occupation of the Development unless and until the Biodiversity Net Gain Monitoring Fee has been paid in full.

2.3. Biodiversity Monitoring Reports shall be submitted to the Assistant Director in writing in accordance with the methodology and frequency specified in the approved Biodiversity Gain Plan and/or Habitat Management and Monitoring Plan.

2.4. In the event that a Biodiversity Monitoring Report shows any or all the measures within the approved Biodiversity Gain Plan and/or Habitat Management and Monitoring Plan are not being complied with:

2.4.1. Kingston Council shall provide written notice to the Owner and Developer identifying the measures within the plan that are not being complied with;

2.4.2. the Owner and Developer shall provide written notice to Kingston Council within 28 days of receipt of notice pursuant to paragraph 2.4.1 above identifying the measures required to rectify such non-compliance ("the **Owner's Notice**") and as soon as reasonably practicable thereafter shall implement such measures; and

2.4.3. the next Biodiversity Monitoring Report required to be submitted pursuant to the approved Habitat Management and Monitoring Plan shall include details of the measures taken to rectify the non-compliance in accordance with the Owner's Notice.

SCHEDULE 10

CPZ Contribution (Merton Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"CPZ"	means a controlled parking zone from time to time established by Merton Council comprising an identified area in the vicinity of the Development which, from time to time, provides designated parking spaces affording priority to residents of the Development, their visitors, and local businesses, and within which the parking of any motor vehicle during the prescribed operational hours is subject to the display of a valid parking permit whether at present or in the future;
"CPZ Contribution"	means a financial contribution of **Fifty Thousand Pounds (£50,000)** to be applied towards: (a) undertaking a CPZ Review in order to establish whether any changes are reasonably required to an existing CPZ or a New CPZ is required to be designated; and (b) subject to the outcome of the CPZ Review, implementing any reasonable changes identified as being required by the CPZ Review, including (where necessary) extending the operating hours of an existing CPZ or designating a New CPZ;
"CPZ Review"	means a review in the vicinity of the Development carried out by Merton Council in order to determine whether any changes are reasonably required to an existing CPZ

and/or it is necessary to designate a New CPZ as a result of traffic associated with the Development;

"New CPZ" means a new CPZ to be established in the event that the CPZ Review concludes that a new CPZ is reasonably required.

1. Owner and Developer's Covenants

1.1 The Owner and Developer covenant with Merton Council and the GLA to pay to Merton Council the CPZ Contribution on or prior to the Commencement of Development.

1.2 The Owner and Developer covenant with Merton Council and the GLA not to Commence (or cause or permit the Commencement of) Development unless and until the CPZ Contribution has been paid to Merton Council.

2. Council's Covenants

2.1 Merton Council covenants with the Owner and Developer as follows:

2.1.1 To use the CPZ Contribution to carry out the CPZ Review within a reasonable period following receipt of the CPZ Contribution; and

2.1.2 To provide to the **Owner** and Developer:

(i) written confirmation of the completion of the CPZ Review, together with all supporting evidence and findings; and

(ii) written confirmation and supporting evidence of any decision to amend the CPZ or to designate a New CPZ as a result of the CPZ Review,

2.1.3 if either:

(a) the CPZ Review determines that no extension of the CPZ operating hours and no New CPZ is required; or

(b) Merton Council has formally resolved to amend the CPZ or to designate a New CPZ prior to Occupation of the entire Development and carried out measures to implement that resolution,

then Merton Council shall, following the conclusion of the CPZ Review and (if applicable) after it has carried out measures to implement the Merton Council resolution to amend the CPZ or designate a New CPZ, return to the Owner and Developer any unspent balance of the CPZ Contribution together with any interest accrued on that balance within 20 Working Days of:

(i) such determination in the case of sub-paragraph (a); or

(ii) the date of such Council resolution in the case of sub-paragraph (b).

SCHEDULE 11

Other Miscellaneous Contributions (Merton Obligation)

In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

"Highways Contribution"	means the sum of **Two Hundred Thousand Pounds (£200,000)** , to be paid to Merton Council and applied to: a) a pedestrian crossing over West Barnes Lane; b) implementation of pedestrian and cycle facilities, potentially to include a cycle contra-flow lane on Station Road and/or additional cycle parking at Motspur Park station and/or prioritisation of cycle infrastructure along West Barnes Lane
"Metropolitan Police Contribution"	means the sum of **One Hundred and Eight Thousand One Hundred and Ten Pounds and Forty Nine Pence (£108,110.49)** to be paid to Merton Council and applied for the purpose of meeting the cost of any additional metropolitan police service provision required as a result of the Development
"Playspace Improvement Contribution"	means the sum of **Four Hundred Thousand Pounds (£400,000)** to be paid to Merton Council and applied to playspace and recreational improvements at Sir Joseph Hood Memorial Playing Field

"S106 Management and Monitoring Contribution"	means the sum of **Seven Thousand Seven Hundred and Fifty Pounds (£7,750)** to be paid to Merton Council and applied to Merton Council's costs of monitoring the covenants and obligations in this Deed
"West Barnes Lane"	means the public highway known as West Barnes Lane within the London Borough of Merton
"West Barnes Lane Remediation Contribution"	means up to **Fifty Thousand Pounds (£50,000)** to be applied towards any remediation works to West Barnes Lane that Merton Council is able to demonstrate to the reasonable satisfaction of the Owner and Developer are reasonably required to remediate damage caused as a result of the construction of the Development

1. Contributions

1.1 The Owner and Developer covenant with the Merton Council and the GLA as follows:

1.1.1 to pay the S106 Management and Monitoring Contribution to Merton Council prior to the Commencement of Development and not to Commence the Development (or cause or permit Commencement of Development) unless and until the S106 Management and Monitoring Contribution has been paid to Merton Council in full;

1.1.2 to pay the Playspace Improvement Contribution to Merton Council prior to Occupation of the second Block within the Development and not to Occupy (or cause or permit the first Occupation of) the second Block within the Development unless and until the Playspace Improvement Contribution has been paid to Merton Council in full; and

1.1.3 to pay the Highways Contribution to Merton Council prior to Occupation of the 200th Residential Unit and not to Occupy (or cause or permit the Occupation of) more than 200 Residential Units unless and until the Highways Contribution has been paid to Merton Council in full.

1.2 The Owner and Developer covenant with Merton Council to pay the West Barnes Lane Remediation Contribution to Merton Council within 20 Working Days of receipt of written request from Merton Council providing:

1.2.1 evidence of damage to West Barnes Lane caused by construction of the Development;

1.2.2 the estimated cost to remediate such damage; and

1.2.3 the required quantum of the West Barnes Lane Remediation Contribution

PROVIDED THAT such written request is received no later than six (6) months from Occupation of Block A and the total amount requested pursuant to this paragraph 1.2 shall be no more than £50,000 (fifty thousand pounds).

1.3 The Owner and Developer covenant to pay the Metropolitan Police Contribution to Merton Council in three instalments as follows:

(a) thirty four per cent (34%) of the Metropolitan Police Contribution prior to Occupation of Block E;

(b) thirty three per cent (33%) of the Metropolitan Police Contribution prior to Occupation of Block C;

(c) the remaining thirty three per cent (33%) of the Metropolitan Police Contribution prior to Occupation of Block A.

1.4 The Owner and Developer shall not:

(a) Occupy (or cause or permit Occupation of) Block E unless and until the instalment of the Metropolitan Police Contribution specified in 1.3(a) above has been paid in full.

(b) Occupy (or cause or permit Occupation of) Block C unless and until the instalment of the Metropolitan Police Contribution specified in 1.3(b) above has been paid in full.

(c) Occupy (or cause or permit Occupation of) Block A unless and until the instalment of the Metropolitan Police Contribution specified in 1.3(c) above has been paid in full.

2. EXPENDITURE

2.1 Merton Council covenants with the Owner and Developer as follows:

2.1.1 to use and spend the financial contributions to be paid under this Deed solely for the purposes for which the contributions are paid unless otherwise agreed with the party who paid the relevant contribution; and

2.1.2 to repay any financial contributions paid under this Deed which are unspent or unallocated seven (7) years from the date on which each such financial contribution was paid to Merton Council under this Deed, together with any interest that may have accrued thereon, to the party who paid the relevant contribution.

3. WEST BARNES LANE REMEDIATION

3.1 The Owner and Developer covenant with Merton Council as follows:

3.1.1 To undertake at the Developer's own cost condition surveys of West Barnes Lane which are to be carried out:

(a) prior to Commencement; and

(b) after Practical Completion of the Development; and

3.1.2 to submit the completed surveys to Merton Council within ten (10) Working Days of completion of each survey to enable the Merton Council to establish whether any request is to be made pursuant to paragraph 1.2 above.

SCHEDULE 12

Merton Public Access Route (Merton Obligation)

In this Schedule, unless the context requires otherwise the following words and expressions shall have the following meanings:

"Merton Public Access Route Area"	means the part of the Land which is to accommodate the Merton Public Access Route, as shown indicatively shaded green on Plan 4;
"Merton Public Access Route"	means the pedestrian and cycle route to be constructed connecting West Barnes Lane (in Merton Borough) to the Development within the Merton Public Access Route Area, the alignment and specification of which shall be approved pursuant to the Merton Public Access Route Strategy;
"Merton Public Access Route Strategy"	means a scheme to be submitted to and approved in writing by the Council pursuant to this Schedule;

1. Submission and Approval of Public Access Route Strategy

1.1 The Owner and Developer covenant with the Councils and the GLA to submit the Merton Public Access Route Strategy to Merton Council no later than nine (9) months prior to the anticipated first Occupation of Block A.

1.2 The Owner and Developer covenant with the Councils and the GLA not to Occupy (or cause or permit Occupation of) Block A until the Merton Public

Access Route Strategy has been submitted to and approved in writing by Merton Council.

1.3 The Merton Public Access Route Strategy shall include (but not be limited to) the following details:

1.3.1 the precise alignment and extent of the Merton Public Access Route (which shall be located within the Merton Public Access Route Area unless otherwise agreed in writing by Merton Council);

1.3.2 construction details and specification (including surfacing, lighting, levels, drainage and accessibility);

1.3.3 details of signage and wayfinding;

1.3.4 measures to ensure public safety and security;

1.3.5 details of management, maintenance, repair and cleansing and any closures to accommodate the same;

1.3.6 details of the timing and phasing of delivery; and

1.3.7 such other matters as Merton Council may reasonably require.

2. Delivery and Opening of the Merton Public Access Route

2.1 The Owner and Developer covenant with the Councils and the GLA not to Occupy (or cause or permit Occupation of) Block A until:

2.1.1 the Merton Public Access Route has been constructed and completed in accordance with the approved Merton Public Access Route Strategy; and

2.1.2 the Merton Public Access Route has been made available and is open for use by the public.

3. Public Access

3.1 The Owner and Developer shall, from the date the Merton Public Access Route is first opened to the public, permit public access on foot and by bicycle to the

Merton Public Access Route 24 hours a day for the lifetime of the Development, subject to paragraphs 5 and 6 below.

3.2 The Owner and Developer shall ensure that the Merton Public Access Route remains available for public use by pedestrians and cyclists at all times in accordance with this Schedule (subject to paragraphs 5 and 6).

4. Management and Maintenance

4.1 The Owner and Developer shall manage, maintain, repair and keep the Merton Public Access Route in good, safe and clean condition in accordance with the approved Merton Public Access Route Strategy.

5. Temporary Closure

5.1 From the date that the Merton Public Access Route is first opened to the public, the Owner may temporarily close the Merton Public Access Route (in whole or in part) as follows:

5.1.1 with the prior written approval of Merton Council, (such approval not to be unreasonably withheld or delayed) for the purposes of maintenance, repair, renewal, cleaning or other reasonably necessary works;

5.1.2 for a maximum of one (1) day of a calendar year to prevent public or private rights of way from arising by way of prescription or otherwise;

5.1.3 for any other reason agreed with Merton Council in writing;

5.1.4 as otherwise set out in the Merton Public Access Route Strategy; and

5.1.5 in the event of an emergency or where reasonably necessary in the interests of public safety (including circumstances of emergency or

danger to the public within the meaning of section 52 of the New Roads and Street Works Act 1991 or otherwise).

5.2 On each occasion that the Merton Public Access Route is closed pursuant to paragraph 5.1:

5.2.1 the Owner and Developer shall notify Merton Council in writing as soon as reasonably practicable;

5.2.2 the Owner and Developer shall ensure any closure is limited to the minimum period reasonably necessary; and

5.2.3 unless the length of the closure has already been agreed, if a closure exceeds (or is expected to exceed) 24 hours, the Owner and Developer shall obtain Merton Council's written approval for the continuation of such closure (save for closures pursuant to paragraph 5.1.4 or paragraph 5.1.5).

6. Prevention of Public Rights

6.1 The Merton Public Access Route shall be a permissive route only and the Owner and Developer may take such reasonable steps as are necessary to prevent the dedication of the route as a highway or public right of way, provided that such steps do not materially interfere with public access in accordance with this Schedule.

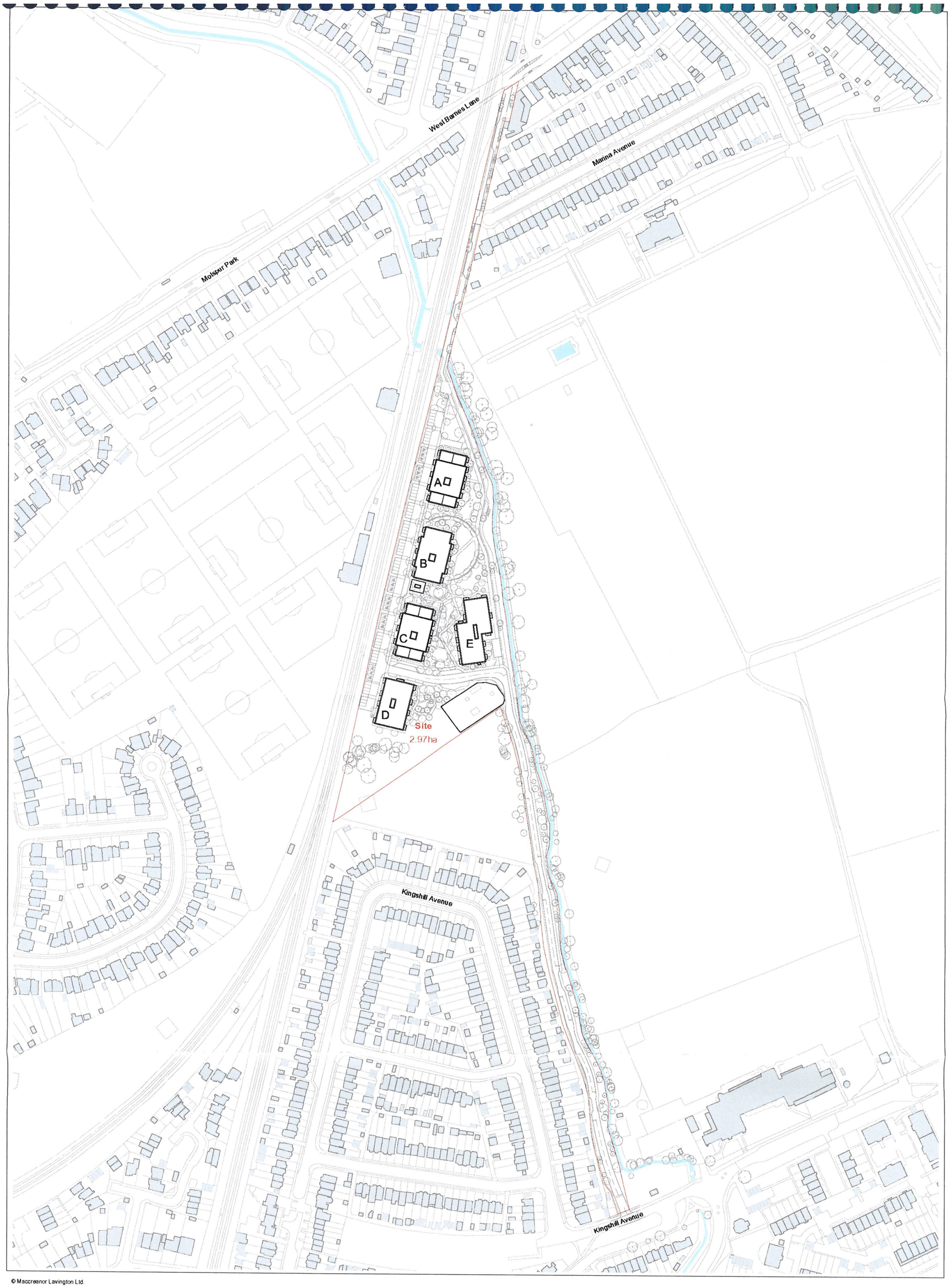
7. Council Step-In Rights

7.1 In the event that the Owner and Developer fails to comply with any obligation in this Schedule, Merton Council may (but shall not be obliged to) enter the Land and carry out any works necessary to secure compliance.

7.2 The Owner and Developer shall reimburse Merton Council for all costs and expenses reasonably incurred in exercising its rights under paragraph 7.1.

APPENDIX 1

Plan 1



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These drawings are issued for planning purposes only - detailed coordination with technical consultants including structural, services and fire engineers is ongoing.

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0 25 75m

Parking space type	Parking no.
C3 Parking Standard (no.)	71
C3 Parking Accessible (no.)	18
	89

MACCREANOR LAVINGTON

Vijverhofstraat 47
3032 SB Rotterdam
The Netherlands
+31(0)10 443 90 80

Proj. No. 594
Project Motspur Park
Client Berkeley Homes (West London) Ltd.
Sheet Name Proposed Site Location Plan
CDE ID U098-MAC13-SW-XX-DR-A-005-101000

Status FOR PLANNING
Date 19/02/2026
Scale 1:1250
Size A1
Rev. P2

APPENDIX 2

Plan 2



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0 10 30m

Rev	Details	Date
P13	S2-Suitable for Information	10/07/2026
P12	S2-Suitable for Information	27/01/2026
P11	S2-Suitable for Information	16/01/2026
P10	S2-Suitable for Information	12/01/2026
P09	S4-Suitable for Stage approval	06/11/2025
P08	S2-Suitable for Information	26/09/2025
P07	S2-Suitable for Information	19/09/2025
P06	S2-Suitable for Information	12/09/2025

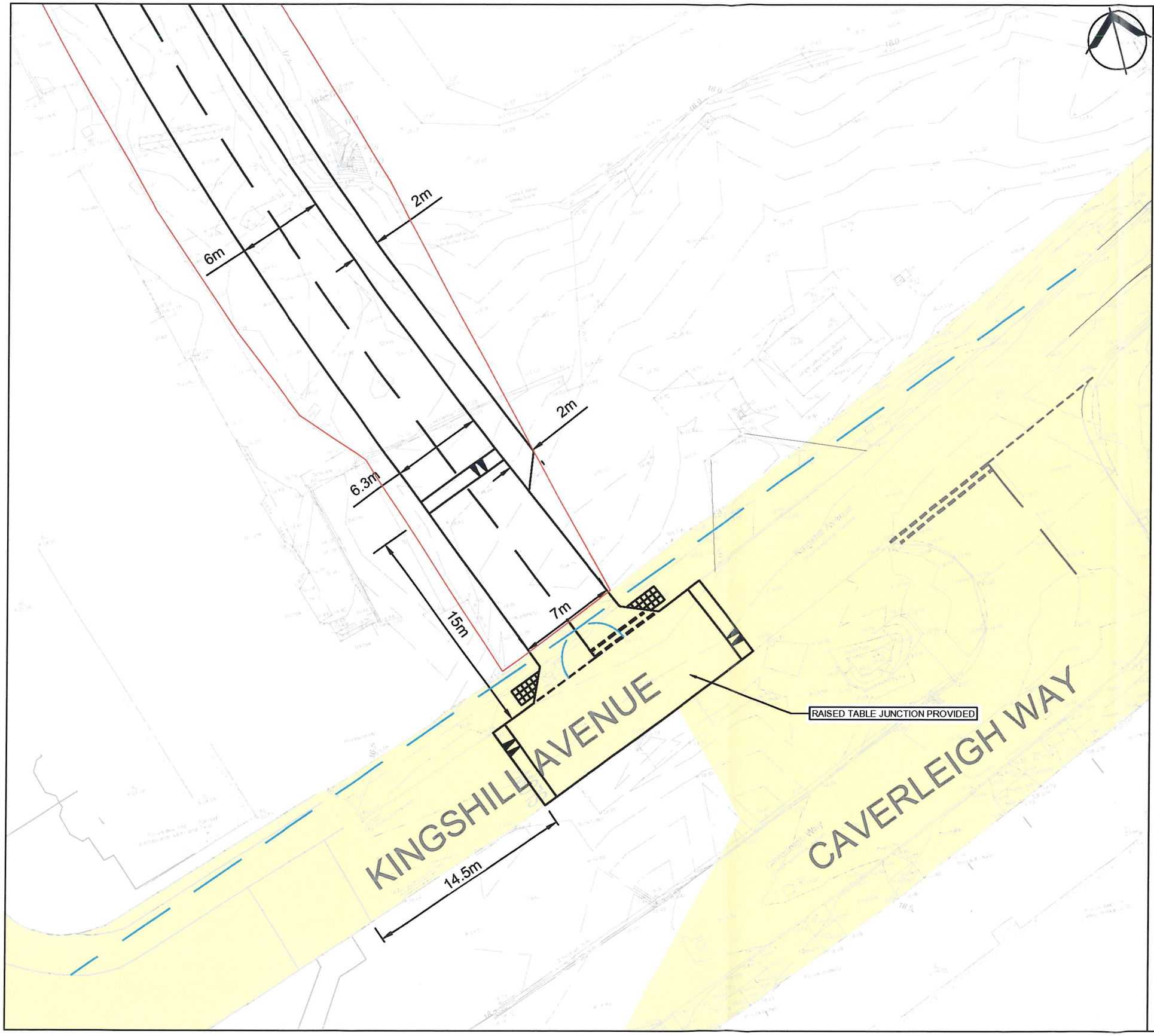
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Vijverhofstraat 47
3032 SB Rotterdam
The Netherlands
+31(0)10 443 00 60

Proj. No. 594
Project Molspur Park
Sheet Name Proposed Site / Block Plan
CDE ID U096-MAC13-SW-XX-DR-A-005-111000
Status S2-Suitable for Information
Berkeley Homes (West London) Ltd.
Scale 1:500
Size A1
Rev P13

APPENDIX 3

Plan 3



NOTES:

1. THIS DRAWING IS INDICATIVE AND SUBJECT TO DISCUSSIONS WITH LOCAL & NATIONAL HIGHWAY AUTHORITIES. THIS DESIGN IS ALSO SUBJECT TO CONFIRMATION OF LAND OWNERSHIP, TOPOGRAPHY, LOCATION OF STATUTORY SERVICES, DETAILED DESIGN AND TRAFFIC MODELLING.
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KEY:

2.4 x 43M VISIBILITY SPLAY BASED ON 30 MPH ROAD SPEED (BASED ON MFS STANDARDS)

HIGHWAY BOUNDARY DATA

REDLINE BOUNDARY PROVIDED BY MACCREANOR LAVINGTON DATED 26.09.2025

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ICENI PROJECTS LIMITED
DA VINCI HOUSE
44 SAFFRON HILL
LONDON
EC1N 8FH

T 020 3640 8508
mail@iceniprojects.com

CLIENT

ST EDWARD (BERKELEY HOMES)

PROJECT

MOTSPUR PARK GAS HOLDERS

TITLE

HIGHWAYS WORKS PLAN

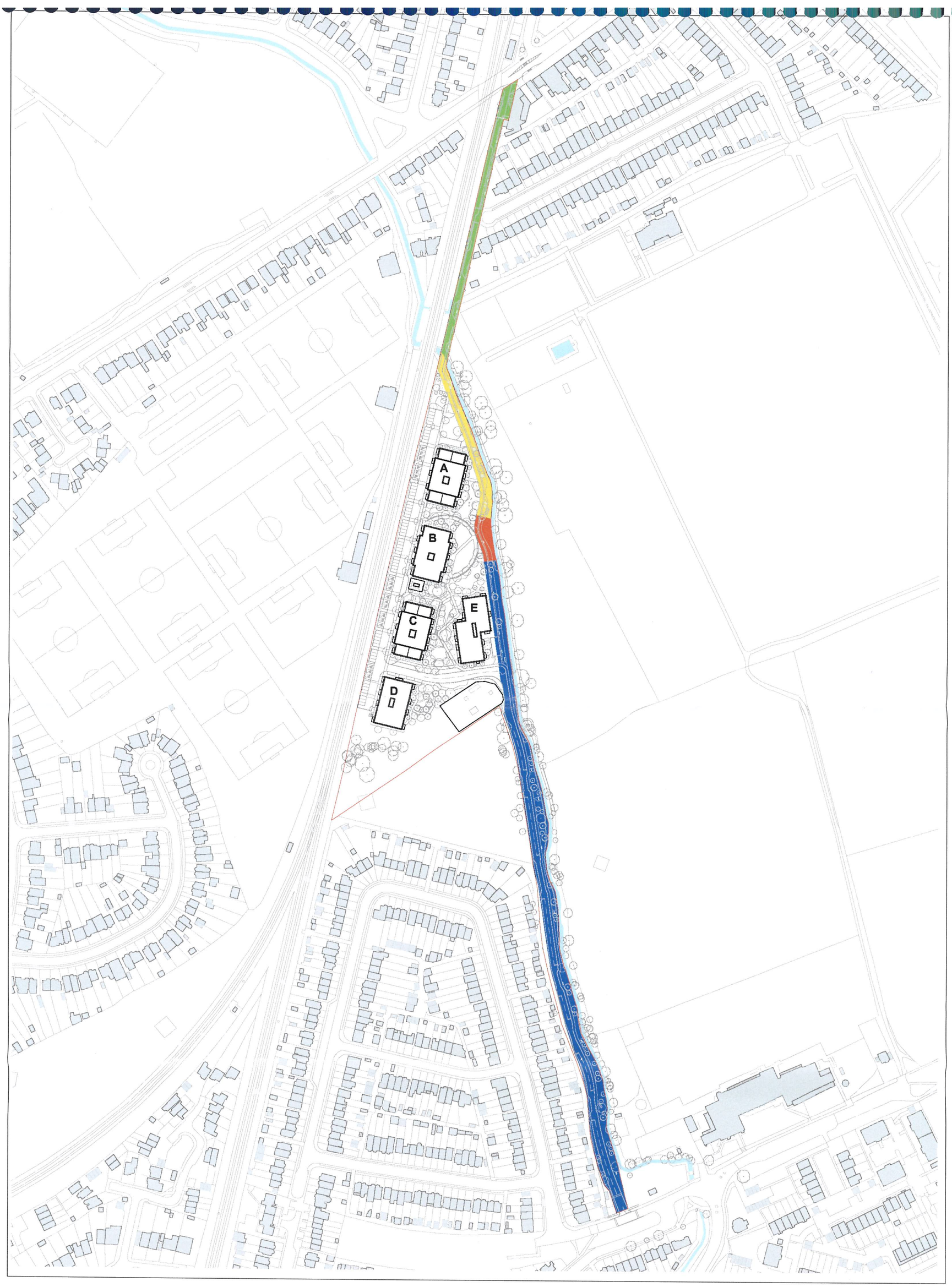
DRAWN BY	CHECKED BY	APPROVED BY
AKC	NM 09.07.2026	RA 09.07.2026

SCALE @ A3	DATE	
1:500	09.07.2026	
PROJECT NO. I000551	DRAWING NO. 901	REV. -

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APPENDIX 4

Plan 4



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0 25 75m

KEY

- Northern Merton public access route (to be delivered before Block A occupation)
- Northern Kingston public access route (to be delivered before Block A occupation)
- Central Kingston public access route (to be delivered before Block B occupation)
- Southern public access route (to be delivered before any occupation)

Rev	Details	Date
P03	S2-Suitable for Information	16/07/2026
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

MACCREANOR LAVINGTON

Vijverhofstraat 47
3032 SB Rotterdam
The Netherlands
+31(0)10 443 90 60

Proj. No. 594
Project Motspur Park
Sheet Name Proposed Public Access Route plan
CDE ID U096-MAC13-SW-XX-DR-A-005-111002
Status S2-Suitable for Information
Berkeley Homes (West London) Ltd.
Scale 1:500
Size A1
Rev P03

APPENDIX 5

Plan 5

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0 4 12m

KEY

- Social Rent Home
- Shared Ownership Home
- Private Sale Home

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

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Project
Hatstar P ary

Project No.
534

Drawing Title
Proposed Affordable Hous ing Plan - Level 01

Drawing No.
U:06-MA C13-SW-01-DR-A-005-13110 1

Status
S2-Suitable for Information

Scale @ A1
1:200

Scale @ A3
1:200

Rev
P02

Checked
LD

Date
10/07/2026

Macrae+arur Lavington Ltd
2nd Floor Unit 2
The Woodyard
Stanton Drew
Bristol BS39 4EW
+44 (0) 1761 411 66



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0 4 12m

KEY

- Social Rent home
- Shared Ownership home
- Private Sale home

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

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Proj. No	Project	Status
504	Motspur Park	S2-Suitable for Information

Level Name: Proposed Affordable Housing Plan - Levels 02-03

Client: Berkeley Homes (West London) Ltd

Code	Scale	Size	File
U00E-MAC13-SW-02-DR-A-005-13102	1:200	A0	P02



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File No 1006
Name Hooper Park

P02	S2-Suitable for Information	17/07/2026
P01	S2-Suitable for Information	06/07/2026
Rev	Details	Date

Unrestricted
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Architects
Hoxton Rooms

Title
S2-Suitable for Information

Client
Berkeley Homes (West London) Ltd

Scale
1:200

Size
A0

Rev
P02

KEY

Social Rent home
Shared Ownership home
Private Sale home

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Job No 13108
Project Whisper Park
Sheet Title Proposed Affordable Housing Plan - Block A5
Filename or URL in cache L:\06C-MA\C13-SW\-06-DR-A-A05-131108

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	06/07/2026

Status S2-Suitable for Information
Client Berkeley Homes (West London) Ltd
Scale 1:200
Size A0
Rev P02

JN
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KEY

- Social Rent home
- Shared Ownership home
- Private Sale home

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Job No 10106
Project Kemper Park
Sheet Name Proposed Affordable Housing Plan - Level 01
Job code 10106-MACLS-SW-DR-A-0005-S1-P02
Status S2-Suitable for Information
Scale 1:200 @ A0
Revision P02

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

Vancouver
Manchester
Birmingham
+44 (0) 161 819 1615
www.maccreanorlavington.com

Berkeley Homes (West London) Ltd

KEY
Social Rent home
Shared Ownership home
Private Sale home

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0 4 12m

KEY

- Social Rent home
- Shared Ownership home
- Private Sale home

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

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Proj No: 594
Project: Motspur Park
Level Name: Proposed Affordable Housing Plan - Level 06
Code ID: U006-MAC13-SW-06-DR-A-005-131106
Status: S2-Suitable for Information
Client: Berkeley Homes (West London) Ltd
Scale: 1:200
Size: A0
Rev: P02



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Manchester
Tel: +44 (0)161 4078 1a
Hamilton House
Hamilton Terrace
Holly Walk
Leamington Spa
CV32 4LY

Title: S2-Suitable for Information
Project: Kemper Park
Sheet title: Proposed Affordable Housing Plan - Block C1-C11
Client: Berkeley Homes (West London) Ltd
Job no: LDOC-MAC13-SW-
Date: 10/07/2026
Scale: 1:200
Size: A0
Drawing no: 05-DR-A-0005-13110
Rev: P02

Rev	Details	Date
P02	S2-Suitable for Information	10/07/2026
P01	S2-Suitable for Information	09/07/2026

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APPENDIX 6

Nominations Agreement

DATED **2024**

THE DIRECTOR OF PLACE FOR
ROYAL BOROUGH OF KINGSTON UPON THAMES

and

xxx

NOMINATION AGREEMENT

South London Legal Partnership
Merton Civic Centre
London Road
MORDEN SURREY SM4 5DX

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1. Opening statement

1.1. This agreement between the **Royal Borough of Kingston upon Thames and xxx** sets out the arrangements for nominations by the Local Authority to vacant Housing Association units of accommodation at 30 South Lane and 45-51 High Street Kingston Upon Thames KT1 1LQ that are to be built substantially in accordance with planning permission (with ref number 23/01865/FUL) (as varied or amended) (**Planning Permission**) for occupation by persons within the Housing Association's charitable objects.

1.2. The purpose of this agreement is:

(a) to ensure that those in greatest housing need and to whom the Local Authority have a statutory rehousing duty, are housed as swiftly and effectively as possible; and

(b) to ensure an efficient system which minimizes void losses and disputes.

1.3. Any operational difficulties should be notified initially to the Council's The Housing Register & Rehousing Team (020 8547 5003) or at housing.register@kingston.gov.uk or with a named individual. Refer to para. 16 for arbitration procedure.

2. The nomination process

Please refer to Annex 2 for flowchart of the nomination process showing appropriate timescales.

3. Nomination entitlement

3.1. On all initial lettings the Council shall be entitled to nominate up to 100% of all voids of completed units, with three nomination opportunities for each available letting.

3.2. For re-lets, the Housing Association should offer at least 75% of true voids to Kingston nominees. There will be three nomination opportunities for each available letting.

3.3. Nominations will be made in accordance with Kingston Council's Allocations scheme (2024) or any subsequent Allocations scheme agreed by the Council.

3.4. In the case of voids created by home purchase initiatives provided by Kingston Council, where it is a condition of the funding, the Council will be entitled to nominate up to 100% of voids created.

3.5. Quarterly lettings returns must be submitted to the Council's Allocations team via the group email address (*housing.register@kingston.gov.uk*). In the event that the returns demonstrate that the entitlement has not been fulfilled, the association will be expected to rectify the situation at the earliest opportunity.

4. Nomination timescales

The Association should give as much notice as possible about a prospective vacancy, to allow the Council time to advertise the vacancy through its Choice Based Lettings Scheme and to minimize void loss. Wherever possible, sufficient time should be given to allow for pre-allocations.

Nomination request

Nomination requests should always be emailed to the Council's Allocations email at *housing.register@kingston.gov.uk*

4.1. All available units of accommodation will be offered to Housing Register applicants and may be advertised through Choice Based Letting entitling applicants to express an interest in the homes advertised by placing a bid for them.

The Association must provide the property details and wherever possible, a photo, by 15.00 pm on a Tuesday in order for the units of accommodation to be advertised from Wednesday to Sunday (the bidding period). After the close of bidding at midnight on Sunday, a shortlist of applicants is prepared under the Choice Based Letting system and the property will normally be offered to the applicant with the highest priority. Lettings may be allocated outside of the Choice Based Lettings system as permitted within the Allocations scheme. If there is any reason why the highest priority applicant should not be offered the property, it will be offered to the next applicant on the shortlist.

4.2. **First lettings:** The Association shall provide Nomination Requests and a photograph at least 1 month prior to anticipated completion of the units. The Council may advertise the property through Choice Based Lettings, and within 3 working days to the close of the bidding cycle, the Council shall notify the Association in writing of the specified nominee for each available unit of accommodation (**"Nomination Notice"**) using the "Details of Nominee" form (Annex 3). This process can occur outside of the Choice Based Lettings system and advertising of property.

Relets: The Council to respond to the Nomination Request within 3 working days of close of bidding.

Special needs dwellings (first lettings): The Association to notify the Council at least three months in advance of completion of a Unit, in time to allow for fittings to be provided to meet the needs of the future tenants. The Council is to respond with nominations at least two months in advance of completion in relation to special needs (mobility adapted) lettings. Where special structural works are required for a particular applicant, the Council and Association to liaise at the earliest opportunity.

Special needs dwellings (relets): The Council to respond to the Nomination Request within 3 working days of close of bidding, although it is recognised that additional time may be required to obtain specialist reports.

4.3. The Housing Association shall notify the Council in writing of the outcome of their nomination within 24 hours of the prospective tenant viewing the property by email to *housing.register@kingston.gov.uk*.

4.4. If a nominee refuses an offer of accommodation or his/her nomination is rejected by notice, on one of the prescribed grounds in 4.8 below, the Association shall inform the Council by telephone and/or email within one working day of that refusal or rejection. Then, within three working days, providing that there is no appeal against the suitability of the offer by the nominee, the Council shall notify the Association in writing (emailed to the Association) of a second nominee who will be the next suitable bidder from the shortlist. Refer to para. 9 in the case of an appeal. Where there is an appeal, a second nomination should be made within three days of the decision regarding the appeal where the nominee continues to refuse the offer.

This procedure is repeated if the second nominee refuses the offer and there has to be an offer to a third nominee.

4.5. If a third nominee refuses an offer of accommodation or his/her nomination is rejected or withdrawn by notice, the Housing Association may offer the unit of accommodation to an applicant of its choice. In this event, the Housing Association shall at the earliest opportunity restore the Council's share of nominations.

4.6. If the Housing Association considers that a nominee is not suitable for an available unit, the Housing Association shall notify the Council within 5 working days of receipt of the Nomination Notice giving reasons (Rejection Notice). The Council shall only be obliged to accept the Rejection Notice (and withdraw their nomination) on one or more of the grounds specified in clause 4.8 below (**"Prescribed Grounds"**) as referred to in the Rejection Notice and substantiated to the reasonable satisfaction of the Council. The Council shall respond in writing to the Housing Association within 5 working days of receipt of the Rejection Notice and if such a response is not received within that time the Housing Association can proceed as though the nomination had been withdrawn.

4.7. If after service of a Nomination Notice the Council finds that their nominee is not suitable for an available unit of accommodation on one or more of the Prescribed Grounds, they may, before that nominee has taken up occupation of the relevant unit of accommodation (and unless the Council has already received a Rejection Notice in respect of that nominee) withdraw the nomination by notifying the Association to that effect specifying one or more of the Prescribed Grounds (**"Withdrawal Notice"**).

4.8. The grounds for rejection or withdrawal of a nomination under clauses 4.6 and 4.7 above are:

4.8.1. the circumstances of the nominee have changed since last assessed by the Council; or

4.8.2. inaccurate information has been provided to the Council concerning the nominees details; or

4.8.3. the available unit of accommodation is unsuitable for the nominee because:

(a) the nominee's household is too small for the available unit of accommodation;

(b) the nominee's household is too large for the available unit of accommodation;

(c) the nominee is unable to use any stairs to or within the available unit of accommodation due to assessed medical grounds;

(d) the available unit of accommodation is not suitably adapted for the nominee or

4.8.4. other exceptional circumstances where those are agreed between the parties. These may include, for example, situations where the nominee has support needs which mean that particular unit of accommodation is unsuitable for their needs.

4.9. If the Council fail to provide a Nomination Notice in respect of the above first specified nominee within the time period specified in Clause 4.2 above the Council shall forfeit their first nomination opportunity to the available unit of accommodation but shall nevertheless be entitled to provide a Nomination Notice in respect of a second nomination within 3 working days (10 for special needs) of receipt by the Council of the relevant Nomination Request. If the Council fails to provide a Nomination Notice in respect of their second specified nominee within 3 working days, the Council shall be entitled to provide a Nomination Notice in respect of a third specified nominee within 3 working days. If the Council fails to provide a Nomination Notice in respect of their third specified nominee within 3 working days (10 working days for special needs), the Trust may offer the property to an applicant of its choice.

4.10. If the Housing Association fails to notify the Council of an available letting as set out in clause 4.1 above, the Housing Association will be obliged to fulfill its overall nomination obligations to the Council (as set out in clauses 3.1 to 3.4 above) via future lettings of the unit of accommodation or other comparable accommodation in the Associations' ownership in the Borough of Kingston (or another borough on request by the Council) and otherwise not already subject to nominations and to which the Council do not already have a nomination entitlement.

5. Allocations Policy

The Housing Association will accept all nominations which conform to the Council's Allocations scheme as prioritized through the Housing Register, unless there are exceptional circumstances, to be agreed by both parties. The full Allocations scheme, including the banding of applicants, can be viewed at *www.kingston.gov.uk* and the policy will be updated on the Council website as necessary.

6. True Voids

True voids are defined as:

- Voids within new build/newly rehabilitated schemes
- Voids created through tenant moves to other landlords outside of a reciprocal arrangement
- Voids created through tenant transfer to another borough
- Voids created by the death of a tenant where there is no statutory right to succession
- Voids created by tenants buying their own property in the private sector
- Voids created by eviction or abandonment of property
- Voids created by decants who are not returning.

Non-true voids are defined as:

- Voids created through tenant transfers where tenants move within the Housing Association's stock
- Voids created through rehousing via HOMES or other mobility schemes where a reciprocal agreement exists
- Voids created by decants who are returning.

7. Visits to and interviews with nominees

Where the Housing Association chooses to visit or interview the nominee, the purpose of the interview shall not be to assess the applicants housing need, but to:

- check the accuracy of information and notify the Council if it is inaccurate
- provide information to the applicant about the Housing Association and about the property.

8. Viewing properties

It is good practice to carry out accompanied viewings, but it is recognised that this is not always possible. However, where the applicant is frail, vulnerable or elderly, they will be accompanied by a member of the Housing Associations' staff when viewing the property.

9. Refusal by nominee and appeal

The Council will provide details of its appeals system to the Housing Association. The Association should provide applicants with details of their rights of refusal of an offer.

The Housing Association must telephone and email the Council at housing.register@kingston.gov.uk on the day of refusal and no later than one working day of the nominees refusal to inform the Council of the refusal and the reasons. Any phone contact must be followed by the Association completing and emailing the "Result of Nomination" form to the Council (Annex 5). If it is not the applicant's final offer, the Council can inform the next nominee that they have been nominated and the process is repeated.

If the nominee is an applicant owed the homelessness duty and they refuse their second offer, the Council will request that the applicant move into the property and then seek a review of the suitability of the offer. The offer should be held open for a maximum of 10 working days, in order to discuss the options with the applicant and for them to seek independent legal advice. In exceptional cases, where the refusal is on medical grounds, or through fear of an individual, additional time may be required for medical or Police evidence to be obtained and assessed.

10. Sharing information

Information provided by an applicant to the Council's Housing Register who is nominated to a unit of accommodation provided by the Housing Association may be shared with the Housing Association. This is permitted under the Data Protection Act 2018 and the General Data Protection Regulations (GDPR) for the purposes of safeguarding vulnerable adults and children and to provide the services, the provision of accommodation, applicants to the Housing Register agree to receive. Further information on data sharing is provided within the Council's GDPR Privacy Notice available at the Council's website at www.kingston.gov.uk.

To ensure data sharing meets the requirement of GDPR such sharing will be limited to the compatible purposes to which data was obtained. In relation to the provision of accommodation by the Housing Association this will be limited to appropriate details of the nominee and their household as follows; their name and contact details, household composition, any known safeguarding risk to the applicant, member of their household or others in relation to the nominated applicant or member of their household, support needs advised, learning or other disability related to nominees ability to maintain a tenancy or including any known care or supervision arrangements required in respect of the unit of accommodation provided.

The data sharing will include any assessment made of a nominees ability to manage a tenancy and any previous problems in maintaining a tenancy, such as rent arrears.

Such information will be treated as confidential by both the Council and the Housing Association. The Council will pass the information to the Association in a secure manner that can include password protected email communications as appropriate, Where the Council telephones the nomination to the Housing Association, the Council will advise the Housing Association of any potential risk/special needs on the phone, to be followed up in writing.

11. Home purchase/Incentive to Move scheme voids

The Housing Association will advise the Council on the nomination request form of voids created by any special home purchase scheme, or via the Local Authorities Incentive to Move Scheme. This is so that the Council can make an appropriate nomination, e.g. of a homeless household.

12. Reciprocal arrangements

There are occasions when the Council or the Association may wish to re-house a household urgently and can make a reciprocal arrangement with the other party. There are no strict criteria for reciprocal requests but these would normally include:

- urgent management transfers as a result of racial or other harassment or domestic violence
- situations where an applicant needs a particular type of property which only the other landlord is able to provide
- the applicant needs a property in an area only the other landlord is able to assist with

13. Equal Opportunities

Both the Council and the Housing Association are committed to equal opportunities in access to housing regardless of race, colour, nationality, ethnic or national origin or because of age, religion, gender, disability, marital, sexual orientation or employment status. The Council and the Housing Association will monitor nominations and lettings by ethnic origin to ensure that lettings fairly reflect the social categories indicated on the Housing Register or other appropriate sources of data. This will be monitored through the quarterly lettings return which the Trust should forward to the Council at the end of each quarter.

14. Rent arrears

Council or Housing Association tenants with rent arrears will generally only be nominated once the arrears have been cleared, unless there are exceptional circumstances. Such circumstances may include racial or other harassment, domestic violence or applicants awarded overriding medical priority.

15. Tenancy commencement date

Where a property is currently void, the applicant will be expected to commence their tenancy as soon as practicable, generally within around a week of offer and receipt of keys. Where the Council is arranging and paying for removals, its removal contractor will need a minimum of 3 days notice. As a general rule, where a tenant receives the keys and signs the tenancy agreement before midday on Wednesday, the tenancy will start the following Monday. If the tenant receives the keys later in the week, the tenancy will normally start a week on Monday, unless the tenant prefers to start the tenancy earlier. In exceptional circumstances, where

dual Housing Benefit may be claimed, one extra week will be permitted to allow the tenant to obtain essential items of furniture.

16. Arbitration

If there shall be any dispute or difference between the Council and the Housing Association to any matter arising out of or incidental to this deed the same may be referred by either party on written notice to the other to the arbitration of a single arbitrator to be agreed upon between the parties or in default of agreement to be appointed at the written request of either party by or on behalf of the President for the time being of the Law Society to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification thereof for the time being in force and his fees shall be shared equally between the parties.

Signed .....
Lorna Brooke, Corporate Head of Community Housing,
Royal Borough of Kingston upon Thames

Signed .....
xxx30 South Lane and 45-51 High Street Kingston Upon Thames KT1 1LQ

ANNEX 1
Registered social landlords participating in this agreement

Thames Valley Housing Assn. Premier House 52 London Road Twickenham Middlesex TW1 3RP	Kingston Churches Housing Assn. Meadway House 17/21 Brighton Road Surbiton Surrey KT6 5LR
Wandle Housing Assn. 15 Abbeville Road London SW4 9LA	Home Group 5th Floor Green Dragon House 64-70 High Street Croydon CR0 9XN
Clarion HA. Level 6 Tooley Street London SE1 2DA	PA Housing Assn. Third Floor, Pentagon House 52-54 Southwark Street London SE1 1UN
Ingalab HA Unit 3, 8 Kew Bridge Road Brentford TW8 0FJ	
Richmond Churches Housing Trust 13 Castle Mews High Street Hampton Middlesex TW12 2NN	
Richmond Housing Partnership (RHP) Limited & Waldegrave Road Teddington TW11 8GT	

ANNEX 2
Flowchart of the nomination process showing appropriate timescales

First nomination request



Property to be advertised if details provided by 15,00pm on Tuesday dependent on the intended target group. Advert cycle Wednesday-Sunday.



Council to respond to nomination request within 3 days of closing of bidding.



Council to receive notification from the association within 24 hours of viewing.



If refused, the council is to be notified within 24 hours. And a new nomination to be provided within 3 working days if the shortlist is active or re-advertise property.



If third nominee refuses the offer the association may offer the unit of accommodation to application of its choice.

ANNEX 3
Nomination Request

FAO: ROYAL BOROUGH OF KINGSTON

From: .....

Of: .....

Tel: .....

E-mail: .....

Date: .....

Nomination required by: .....

Property ready date: .....

Full Property Address: .....

.....

.....

Postcode: .....

VOID DETAILS

Void reason (e.g., Transfer / termination / management Transfer; give reason:) .....

Void type (e.g., Newbuild / purpose built / rehab / conversion / Homebuy / ESP; please state:) .....

New let / relet .....

If fixed-term leased property give expiry date .....

PROPERTY TYPE

Flat / maisonette / conversion / bungalow / house / town house .....

High / low rise .....

Parlor type property Yes / No

Sheltered / older person Shared / Sole Facilities

Mobility / wheelchair/ standard / lifetime home (if YES, give details at page 2)

PROPERTY DETAILS

Number of Bedrooms .....

Number of WCs .....

Floor level of entrance door to property Basement / ground / 1 / 2 / 3

Lift - Yes / No Shared / sole access to property

Internal stairs - Yes / No External Stairs - Yes / No

Garden - Yes / No Dogs Allowed – Yes / No

If Yes – Private / Communal

Patio – Yes / No

Balcony – Yes / No

Garage – Yes / No

Parking Space – Yes / No

HEATING

Full

Gas / Electric Central Heating

Part

Gas / Electric Central / Solid Fuel /Hot Air

Part

Gas / Electric Fires / Storage Heaters

District Heating System – Yes / No

LOCATION AND FACILITIES

Low / High Density Estate / Street

Near Services / Public Transport / Shops

READY FOR OCCUPATION

Yes / No

Target Tenancy / Completion Date .....

RENT DETAILS

Weekly Net Rent .....

Water Rates .....

Weekly Service Charge .....

TOTAL .....

Council Tax Band .....

Additional information to be taken into consideration:

.....

.....

.....

.....

***ADAPTED/POTENTIALLY ADAPTABLE PROPERTY:**

*Purpose built adapted – Yes / No		*Purpose built mobility standard – Yes / No	
Purpose built adapted *Yes / No			
Wheelchair access - *Yes / No			

Wheelchair access Yes / No		Internal Doors Yes / No		External Door Yes / No			
Ramp		Adapted Bath		Adapted WC		Grab Rails	
Lever Taps		Low Level Switches		Overbath level access shower			

Other adaptions: .....

For potentially adaptable properties		Front		Rear			
Level or gently sloping access to property entrance		Yes / No		Yes / No			
Suitable for Ramping		Yes / No		Yes / No			

Door Widths		Height of Threshold	

ANNEX 4
Result of Nomination

From: .....

Of: .....

Tel: .....

E-mail: .....

Date: .....

Full Property Address: .....

.....

.....

Postcode: .....

Name of Nominee: .....

Address of Nominee: .....

.....

.....

RESULT (delete as appropriate) Accepted / Refused

Viewing Date

Offer made and ACCEPTED ☐

Tenancy Start Date

Date Tenancy Signed

Offer made and REFUSED by Nominee		(Indicate the main reason overleaf)
Offer Not Made		(Indicate the main reason overleaf)
Offer made and rejected/withdrawn by HA		(Indicate the main reason overleaf)

REASON FOR REFUSAL		**ADDITIONAL DETAIL (as appropriate)**
Rent too high		
Does not want an Assured Tenancy		
Wants Right to Buy / Acquire		
Needs / Wants different area / location		
Needs / Wants lower floor		
Wants higher floor		
Needs / Wants garden		
Needs / Wants House / Bungalow		
Needs / Wants Central Heating		
No longer wishes to move		
Needs / Wants larger property		
Needs / Wants / Does not want sheltered property		
Too far from services / public transport / shops		
Too many internal / external stairs		
Unsuitable for wheelchair use		
Risk of harassment – state reason / type		
Medical reasons		
Property condition / decorations		
Other reason		

REJECTION/WITHDRAWAL BY HA		ADDITIONAL DETAIL (as appropriate)
Household circumstances changed		
No contact in response to offer		
Household too large for unit		
Household too small for unit		
Household could not manage stairs / steps (internal / external)		
Household not suited to sheltered		
Property not suitably adapted / adaptable for household		
Other		

APPENDIX 7

BNG Monitoring Fee Calculator

verna

For more on Verna's BNG work, se https://verna.earth/mycelia/

Free tool for calculating how much your LPA should charge for monitoring a Biodiversity Net Gain case

A number of LPAs have asked us about how they should charge applicants for the 30-year monitoring activities required by BNG legislation. We have therefore outlined below a potential approach, which we hope will support LPAs' internal decision-making. Others have done good work around this topic as well, including Buckinghamshire Council.

This tool is based on learnings from discussions with and between LPAs, and in particular the community of users of Verna's Mycelia software. Mycelia gives LPA teams an end-to-end BNG solution - providing support from validation and assessment, to monitoring and reporting.

As Verna has written about previously (e.g. on the CIEEM website), effective monitoring is essential for the successful implementation of Biodiversity Net Gain (BNG), and LPAs can charge applicants to cover costs associated with this monitoring.

The mechanism for this has been outlined by Pinsent Masons – "CIL regulations confirm that a local planning authority may lawfully include a monitoring fee as a planning obligation if it is fairly and reasonably related in scale and kind to the development and does not exceed the local authority's estimate of its cost of monitoring the development over the lifetime of the related planning obligations". This is typically achieved through a s106 agreement, and additional information around such mechanisms may be shared as part of the BNG secondary legislation, due to be published in November 2023.

We are aware that some LPAs are either not charging applicants or are at risk of under-charging them. One reason for this is that LPAs may not be fully considering how the value of money decreases over time – assuming an inflation rate of 5%, an activity that costs you £100 today would cost you £432 in 30 years' time. So you need to charge enough now to cover those greater costs further down the line.

Consequently, there is a risk that LPAs may be locking themselves into a deficit – with each additional monitoring site eating into core budgets.

Of course, there is a lot of uncertainty about how much things will cost in the future, so there are a range of assumptions LPAs could make about how much they should charge. Assumptions include the number of LPA colleagues that need to be involved, the time required from each colleague, and how this differs between reporting and non-reporting years.

When inputting assumptions for a particular case, LPAs could consider the approach taken by Buckinghamshire Council and consider factors such as the size of the biodiversity gain site(s) and the technical difficulty of the proposed interventions. We recommend that LPAs act prudently by charging more, rather than less, to ensure their costs are covered (within the constraints of what is 'fair and reasonable').

In addition to habitat monitoring, some LPAs might also choose to charge for assessing the management plan and reviewing updates to this plan.

To help LPAs estimate what they should charge for monitoring, and to provide an evidence base to help counter any challenge, Verna has developed this Monitoring Fee Calculator tool. Instructions for using the tool are outlined below. The calculator takes into account the cost to the LPA in both reporting and non-reporting years, and translates costs in future years into the value of today's money. The calculator assumes that the monitoring fee is received in a single upfront payment.

Please note that we are sharing this tool simply to provide input to LPAs' thinking. The ultimate decisions on charges to applicants of course lie with LPAs. Please feel free to share this tool freely, as food for thought - we don't provide any guarantees related to it, or accept any liability for decisions informed by its results.

Step-by-step guide for using the calculator

The calculator comprises two tabs – 'Inputs and Outputs' and 'Financial Model'. You do not need to engage with the 'Financial Model' tab; all the steps below are for the 'Inputs and Outputs' tab. Please note that cells coloured grey need to be filled in by you to reflect your local context. Cells that are coloured blue contain assumptions which you can change if you want to do so.

Step 1: Inputting LPA employee assumptions
The calculator allows you to include the time requirements for up to 4 LPA employees and a Consultant. These are shown in the four boxes in rows 9-19.
Above each of these boxes there is a grey cell showing the job role of the employee the box relates to. You can change the job role by clicking in the grey cell, then clicking the arrow that appears, and then selecting the most appropriate job role from the drop-down list. Please note, you can use as many or as few of the boxes as you want – if you are not using a box, input '0' into each of the grey rows.
Each of the boxes contains four rows
-Time required (reporting year): Input the number of hours you expect the employee to spend focusing on the monitoring site in a year when there is reporting
-Time required (non-reporting year): Input the number of hours you expect the employee to spend focusing on the monitoring site in a year when reporting is not required
-Employee gross salary: Input the gross salary of the employee (this is the salary before any deductions e.g. tax, are taken out)
-Full cost to the LPA: You do not need to do anything on this row. This row reflects additional costs that an LPA has for each employees, including costs associated with pensions, national insurance, computer equipment, management time, etc. (You can change this assumption in row 26)

Step 2: Input consultant assumptions
If you do not use a consultant, input '0' into each of the grey rows in rows 22-24
If you do use a consultant, fill in each of the grey boxes to reflect your context.

Step 3: Review the other assumptions (in blue, from row 26)
Rows 26-29: We have inputted assumptions that we think are sensible. You can see the rationale for each in column E. Feel free to change these if your assumptions are different.
Rows 31-32: We have assumed reporting takes place in years 2, 3, 5, 10, 15, 20, 25 and 30. You can change this by using the drop-down boxes in row 32 to change the "Yes" to "No" or vice-versa. Click on the "Yes" or the "No" to see the drop-down arrow. You will need to scroll to the right to see all 30 years.

Row 34: As well as Habitat Monitoring, LPAs may also need to assess management plans at assessment stage and then updates to this plan at intervals across the 30 years (e.g. every 5 years). For simplicity, we calculate this as a % of the habitat monitoring fee. The default assumption is that assessing the management plan costs 10% of the total habitat monitoring fee.

Step 4: See the calculated cost

Row 41, column C shows the total cost to the LPA based on the assumptions you have inputted. By total cost, we mean the amount in today's money required to cover costs over 30 years, taking into account inflation and assuming a single upfront payment.

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- Cells that need to be reviewed and/or edited to reflect your local context
- Cells contain assumptions that you can change if you want to do so

Inputs

Habitat monitoring

Employee 1

Title	BNG Officer (Chartered Ecologist)	
Time required (monitoring year)	# Hrs	5
Time required (non-monitoring year)	# Hrs	2
Employee gross salary	£	36500
Full cost to LPA		56,875

Employee 2

Title	Enter Job Title	
Time required (monitoring year)	# Hrs	0
Time required (non-monitoring year)	# Hrs	0
Employee gross salary	£	0
Full cost to LPA		0

Employee 3

Title	Senior S106 Monitoring Officer	
Time required (monitoring year)	# Hrs	5
Time required (non-monitoring year)	# Hrs	2
Employee gross salary	£	40000
Full cost to LPA		50,000

Employee 4

Title	Enter Job Title	
Time required (monitoring year)	# Hrs	0
Time required (non-monitoring year)	# Hrs	0
Employee gross salary	£	0
Full cost to LPA		0

Consultant

Time required (monitoring year)	# Hrs	0
Time required (non-monitoring year)	# Hrs	0
Consultant hourly fee	£	0

Percentage of overhead LPA needs to pay per employee	25%
Working hours per year	1,650
Inflation rate	5%
Additional cost to LPA per site (£)	500

Monitoring years

Monitoring years

Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Does monitoring take place in this year?	No	No	**Yes**	No	No	**Yes**	No	No	No	No	**Yes**	No	No	No	No	**Yes**	No	No	No	No	**Yes**	No	No	No	No	**Yes**	No	No	No	No	**Yes**

Management plan

As well as habitat and ... LPAs will also need to assess management plans at ...

15%

Outputs

Cost to LPA

Habitat monitoring	£8,643
Management plan	£1,221
Total	**£9,864**

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Financial Model (all £ figures represent today's value)

	Current year																													
Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Habitat Monitoring																															
Monitoring year?	No	No	Yes	No	No	Yes	No	No	No	No	Yes	No	No	No	No	Yes	No	No	No	No	Yes	No	No	No	No	Yes	No	No	No	No	Yes
Person 1 - time required (Hrs)	2	2	6	2	2	6	2	2	2	2	6	2	2	2	2	6	2	2	2	2	6	2	2	2	2	6	2	2	2	2	6
Person 2 - time required (Hrs)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Person 3 - time required (Hrs)	0	0	2	0	0	2	0	0	0	0	2	0	0	0	0	2	0	0	0	0	2	0	0	0	0	2	0	0	0	0	2
Person 4 - time required (Hrs)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Consultant - time required (Hrs)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Person 1 - cost to LPA (£)	68.94	72.39	228.02	79.81	83.80	263.96	92.39	97.00	101.85	106.95	336.89	117.91	123.81	130.00	136.50	429.96	150.49	158.01	165.91	174.21	548.75	192.06	201.67	211.75	222.34	700.36	245.13	257.38	270.25	283.76	893.86
Person 2 - cost to LPA (£)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Person 3 - cost to LPA (£)	0.00	0.00	66.82	0.00	0.00	77.35	0.00	0.00	0.00	0.00	98.72	0.00	0.00	0.00	0.00	126.00	0.00	0.00	0.00	0.00	160.81	0.00	0.00	0.00	0.00	205.23	0.00	0.00	0.00	0.00	261.94
Person 4 - cost to LPA (£)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Consultant - cost to LPA (£)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Yearly total (£)	68.94	72.39	294.84	79.81	83.80	341.31	92.39	97.00	101.85	106.95	435.61	117.91	123.81	130.00	136.50	555.96	150.49	158.01	165.91	174.21	709.56	192.06	201.67	211.75	222.34	905.59	245.13	257.38	270.25	283.76	1,155.79
Management Plan																															
Costs associated with mgmt plan	1,221.44																														

IN WITNESS of which this Deed has been executed as a deed by the Parties and delivered on the day and year written above

EXECUTED (but not delivered until the date hereof) as a **DEED** by affixing the common seal of **THE GREATER LONDON AUTHORITY** in the presence of:



AUTHORISED SIGNATORY

Signature: Alison Flight .....

Name (in block capitals): ALISON FLIGHT .....

THE COMMON SEAL of
THE MAYOR AND BURGESSES
OF THE ROYAL BOROUGH OF
KINGSTON UPON THAMES
was hereunto affixed to this deed
in the presence of:

Signature

Name

Authorised Signatory in accordance
With Standing Order 42

Seal Register No. L

THE COMMON SEAL of the MAYOR)
AND BURGESSES OF THE LONDON)
BOROUGH OF MERTON was)
hereunto affixed in the presence of:)

Authorised Officer

Seal Reg. No.

Executed as a deed by **SGN**)
MOTSPUR PARK LIMITED acting by)
Neil O'Cuinneagain a director,) .....
in the presence of:) Director
)
)
)

.....

Name of witness: .....

Address of witness: .....

.....

Occupation of witness: .....

RH
28.10.26

Signed as a **Deed** by)
~~**Edward Moore**~~)
as attorney for) .....
SOUTHERN GAS NETWORKS PLC) Attorney
in the presence of:)

Name of witness: .....
(in BLOCK CAPITALS)

Signature of witness: .....

Address: .....

.....

Occupation: .....

EXECUTED and **DELIVERED** as a)
DEED by **BERKELEY HOMES**)
(WEST LONDON) LIMITED)
acting by:)

Director

Director/~~Secretary~~