

DATED 2026

(1) THE GREATER LONDON AUTHORITY

(2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM

(3) ST WILLIAM HOMES LLP

DEED

**pursuant to Section 106 of the Town and Country Planning Act 1990
and other powers in relation to land known as Beckton Gasworks
located at land south of Gallions Reach Armada Way, Beckton,
London, E6 7FB**

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THIS DEED of Agreement is made on _____ 2026

BETWEEN:-

THE GREATER LONDON AUTHORITY of City Hall, Kamal Churchie Way, London, E16 1ZE (the “GLA”);

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM of Newham Town Hall, East Ham, London, E6 2RP (the “Council”); and

ST WILLIAM HOMES LLP a limited liability partnership registered in England and Wales under Company Registration Number OC396332 whose registered office is at Berkeley House, 19 Portsmouth Road, Cobham, Surrey, KT11 1JG (the “Owner”).

WHEREAS:-

- (A) The GLA is a body established by 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.
- (B) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and in accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed. The Council is the local highway authority for the area in which the Site is situated.
- (C) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act and the GLA confirms that this Deed is the sole planning agreement which secures the planning obligations in respect of the Planning Permission.
- (D) The Owner is the freehold owner of the majority of the Site which is registered at HM Land Registry with Title Absolute under Title Number EGL413128. The Owner enters into this Deed in order to bind its freehold interest in the Site and any successors in title and assigns.
- (E) TfL holds a freehold interest in a small part of the Site which is registered at HM Land Registry under Title Number EGL575883 and the Parties have agreed that given the de minimis nature of this interest that this land is not bound by this Deed.
- (F) Docklands Light Railway Limited (company number 02052677) holds a freehold interest in a small part of the Site off Armada Way which is registered at HM Land Registry under Title Numbers EGL486704 and EGL470570 and the Parties have agreed that given the de minimis nature of this interest that this land is not bound by this Deed.
- (G) The Application submitted by the Owner was validated by the Council on 25 October 2024. On 23 October 2025, the Council's Strategic Development Committee resolved to approve the Application and to grant the Planning Permission for the Development, alongside the related Remedial and Preparatory Works, subject to conditions and the satisfactory completion of this Deed.
- (H) On 27 April 2026, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Application.
- (I) At a representation hearing held on [7 September] 2026, the Deputy Mayor of London for Planning, Regeneration and Skills resolved to grant planning permission in respect of the Development subject to conditions and completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development.

- (J) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other respects and as such enforceable by the Council.

IT IS AGREED as follows:-

1. DEFINITIONS

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

“1980 Act”	means the Highways Act 1980 (as amended)
“1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“Above Ground Works”	means the works to be carried out once all ground preparation works for the Development (or any Phase, Building or part thereof) and the digging and piling of the foundations of the Development (or any Phase, Building or part thereof) together with the above ground floor slab and basement have been completed
“Active Travel Connectivity Contribution”	means the sum of £750,000 (seven hundred and fifty thousand pounds) Indexed to be paid by the Owner to the Council in accordance with Paragraph 1 of Part 8 of Schedule 4 of this Deed to be used by the Council towards off-site pedestrian and cycle improvements to routes identified within the Active Travel Zone Assessment submitted to the Council for approval in writing pursuant to Condition [39] of the Planning Permission including (but not limited to):- (a) any improvements deemed necessary by LBN Highways to the existing footways and cycleways on Armada Way excluding the Armada Way Upgrade; (b) pedestrian improvements across Royal Dock Road at Gallions Roundabout link to Woolwich Manor Way; (c) the Strategic Cycling Corridor ‘Cycling Future Route 9’ (CFR9) ‘Manor Park to Woolwich Crossing’, which would form the strategic north -south link from Gallions Roundabout on the A117 to East Ham and beyond; and (d) the connection to the Newham Greenway at the northwestern end of the wider Beckton Riverside area (from the existing Hornet Way) to deliver the final link from the A1020 to Hornet Way
“Additional Affordable Housing Contribution”	means the Early Stage Review Contribution, the Mid Stage Review 1 Contribution, the Mid Stage Review 2 Contribution, the Mid Stage Review 3 Contribution, the Mid Stage Review 4 Contribution or the Late Stage Review Contribution (as the context requires)
“Additional Affordable Housing Statement”	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 3 of Schedule 4 (where a Viability Review concludes that a Surplus Profit has arisen) or (where applicable) pursuant to paragraph [9] of Part 3 of Schedule 4 (where GLA Funding has been secured) identifying whether:- (a) Additional Affordable Housing Units are to be provided on the Site within the Development and if so, the proposal must also:- (i) confirm the number, size and tenure mix of the proposed Additional Affordable Housing Units, having regard to the Affordable Housing Tenure Split (or such other tenure mix or form of Affordable

	Housing to be agreed in writing between the Council and the Owner); (ii) confirm if any Additional Affordable Housing Units will be provided as Intermediate Housing with confirmation of the proposed type of Intermediate Housing, and the proposed conditions, obligations and requirements in relation to that type of Intermediate Housing for approval by the Council; (iii) provide an indicative timetable for construction and delivery of the Additional Affordable Housing Units and confirmation of the future Phase or Phases in which they will be provided and in so doing the Owner shall have particular regard for the requirements of paragraphs 3.6 to 3.8 of Part 1 of Schedule 4 and paragraph 5.3 of Part 3 of Schedule 4; (iv) provide Affordable Housing which accords with the Council's Local Development Plan on affordable housing and family housing requirements where practicable; (v) have regard to the Indicative Agreed Mix; and (b) where one of the scenarios set out in paragraph 4.6 of Part 3 of Schedule 4 applies, confirm the amount of the Additional Affordable Housing Contribution; (c) a combination of (a) and (b) above PROVIDED THAT the provision on Site under (a) shall be the preferred option by the Parties where possible
"Additional Affordable Housing Units"	means the Open Market Housing Units to be provided as Affordable Housing pursuant to the Additional Affordable Housing Statement to be approved under the provisions of Part 3 of Schedule 4 relating to the Relevant Viability Review (in addition to the Affordable Housing Units) and/or (as the case may be and where applicable) pursuant to paragraph [9] of Part 3 of Schedule 4 (where GLA Funding has been secured) and "Additional Affordable Housing Unit" shall be construed accordingly
"Affordable Housing"	means housing, which for the purposes of this Development shall be Social Rented Housing or (in relation to any Additional Affordable Housing Units only) Intermediate 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; and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
"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 Public Subsidy; or

	(c) the Council in its capacity to provide Affordable Housing; or (d) any other body specialising in the provision of Affordable Housing, in each case either nominated or approved by the Council in writing
"Affordable Housing Tenure Split"	means a tenure split of 60% (sixty per cent) Social Rented Housing and 40% Intermediate Housing
"Affordable Housing Statement"	means a detailed statement setting out the matters listed in paragraph 2.2 of Part 1 of Schedule 4 submitted to the Council for its written approval and reference to an "Approved Affordable Housing Statement" shall be a reference to an Affordable Housing Statement approved by the Council in writing
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing within the Development, being a minimum of 185 (one-hundred and eighty-five) of the Residential Units (8.1% (eight-point-one per cent) by Habitable Room) as Social Rented Housing, and "Affordable Housing Unit" shall be construed accordingly
"Affordable Housing Units (Phase 1)"	means a minimum of 129 (one hundred and twenty-nine) Social Rented Housing Units to be provided in Phase 1 in accordance with the following agreed size mix or such other mix as may be approved in writing by the Director at the Council:- (a) 25 (twenty-five) x 1-bed units (19% by unit); (b) 32 (thirty-two) x 2-bed units (25% by unit); and (c) 72 (seventy-three) x 3-bed units (56% by unit)
"All-In Tender Prices Index"	means the all-in tender price index published by the Building Cost Information Service (or any successor organisation) from time to time or, if that index ceases for any reason to be published in the United Kingdom, such other index as may be agreed in writing by the Council
"All Items Retail Prices Index"	means the index of retail prices published by the Office of National Statistics (or any successor ministry or department) from time to time or, if that index ceases for any reason to be published in the United Kingdom, such other index as may be agreed in writing by the Council
"Annual Housing Update"	means a report provided by the Owner to the Council containing the details at paragraph 1.1 of Part 14 of Schedule 4
"Annual Monitoring Fee"	means the sum of £13,000 (thirteen thousand pounds) Indexed payable on an annual basis by the Owner to the Council for monitoring and implementing the obligations and covenants in this Deed
"Application"	means the planning application (reference number 24/00989/OUT) submitted to the Council seeking outline planning permission (with all matters reserved) to carry out the Development on the Site
"Application Stage Viability Appraisal"	means the financial viability appraisal dated October 2024 prepared by St William and submitted with the Application which was independently assessed by BNP Paribas on behalf of the Council in the assessment dated January 2025

“Apprenticeship”	means an apprenticeship:- (a) of at least twelve (12) months in length, with a written contract to that effect; (b) that involves working alongside experienced staff to gain job specific skills and attending college or an education and training provider and where such apprenticeship scheme follows an apprenticeship standard framework (such as a National Vocational Qualification (NVQ) for a technical qualification and functional skills); (c) for new staff recruited by the company within the last six (6) months (for the avoidance of doubt excluding existing long-term employed staff who convert to an apprenticeship role); and (d) earning at least the national minimum wage for eighteen to twenty (18-20) year olds and increasing according to their age, and “Apprenticeships” and “Apprentice” shall be construed accordingly;
“Architect”	means such architecture practice with appropriate experience, reputation, qualifications and expertise in the nature of the design and delivery of the Development so as to maintain the overriding objectives of the design quality of the Development as may be appointed in accordance with Part 10 of Schedule 4 and “Architects” shall be construed accordingly
“Armada Greenway”	means the pedestrian and cycle route linking the Development to Atlantis Avenue and Armada Way and located within the adopted highway boundary and the GLA Land as shown indicatively on Plan [X]
“Armada Greenway Interim Area”	means the area edged [X] on Plan [X] being wholly within the GLA Land
“Armada Greenway Interim Plan”	means detailed design drawings specifications and methodology for the delivery and maintenance of the Armada Greenway Interim Works prepared by the Owner
“Armada Greenway Interim Works”	means the works to improve pedestrian and cycle access from the Site to the junction of Armada Way and Atlantis Avenue within the Armada Greenway Interim Area and which shall include clearance of vegetation, new surfacing, fencing and an improved shared route for pedestrians and cyclists as shown indicatively on Plan [X]
“Armada Way Management Plan”	means a detailed plan (as may be updated from time to time by written agreement with the Council) for the management of the Armada Way Upgrade (Site) to be submitted by the Owner to the Council for written approval in accordance with the provisions of paragraph 2 of Part 5 of Schedule 4 of this Deed
“Armada Way Part 1 Works”	means the first tranche of improvement works to Armada Way which shall include (but is not limited to) the delivery of a new footpath, cycle path and verges in line with the section drawings shown within the approved Design Code dated July 2025 prepared by JTP, which about the Development parcel to be delivered in Phase 1 (and all necessary third-party consents and approvals to undertake such works which shall be secured by the Owner prior to commencement of such works) and which, combined with the Armada Way Part 2 Works, forms the Armada Way Upgrade as detailed on the Armada Way Phasing Plan
“Armada Way Part 2 Works”	means the second and final tranche of improvement works to Armada Way following the Armada Way Part 1 Works which, combined with the Armada Way Part 1 Works, forms the Armada Way Upgrade as detailed on the Armada Way Phasing Plan

“Armada Phasing Plan”	Way	means the phasing plan for the delivery of the Armada Way Upgrade within the Development to be submitted to and approved by the Council in writing pursuant to Condition [x] of the Planning Permission and which shall include the detailed scope and specific location of the Armada Way Part 1 Works and the Armada Way Part 2 Works
“Armada Specification”	Way	means the detailed specification(s) for the Armada Way Upgrade to be submitted to and approved by the Council in writing pursuant to Condition [x] of the Planning Permission
“Armada Upgrade”	Way	means the improvement works to Armada Way comprising the Armada Way Part 1 Works and the Armada Way Part 2 Works to be undertaken in accordance with the Armada Way Phasing Plan and the Armada Way Specification and, for the Armada Way Upgrade (Site) only, maintained in accordance with the Armada Way Management Plan and paragraph 2 of Part 5 of Schedule 4 in the area shown [x] on Plan [x]
“Armada Upgrade (Site)”	Way	means that part of the Armada Way Upgrade highlighted [x] on Plan [6] located within the Site and outside of the public highway
“BCIS Building Index”	General Cost	means the building cost information service general build cost index published by the Building Cost Information Service (or any successor organisation) from time to time or, if that index ceases for any reason to be published in the United Kingdom, such other index as may be agreed in writing by the Council
“Biodiversity Baseline Value”		means the biodiversity baseline value of the on-Site habitat as set out in the report titled Biodiversity Net Gain Assessment dated May 2024 and prepared by Ecology Solutions and submitted with the Application
“Biodiversity Hierarchy”	Gain	means the approach to compensation of any adverse effects to onsite habitat set out at Article 37A(b) of the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)
“Biodiversity Gain”	Net	means the biodiversity value attributable to the Development which shall exceed the Biodiversity Baseline Value by no less than 10% (ten per cent) and delivered as agreed within the Biodiversity Strategy
“Biodiversity Strategy”		means a detailed strategy as may be updated from time to time by written agreement with the Council) and which shall be based on the Framework Biodiversity Strategy confirming how a Biodiversity Net Gain will be achieved by the Development and such strategy shall include (but is not limited to) the following details:- (a) identifying how the Biodiversity Net Gain will be achieved for the Development via a range of on-Site and off-Site measures (which may include the use of statutory biodiversity credits) in accordance with the Biodiversity Gain Hierarchy and the required monitoring regime; (b) the period for maintaining any off-Site measures, as relevant to the target condition for that habitat in accordance with the latest version of the Government’s Biodiversity Net Gain Metric in use at the time of submission of this strategy (to be a minimum of thirty (30) years from Practical Completion of the Development); (c) how the proposals for each Phase of the Development relate to any designated Site of Importance for Nature Conservation within the Site;

	(d) the calculation of the Biodiversity Net Gain within each Phase of the Development and for the overall Development; and (e) the identification of measures within each Phase that contribute to the Biodiversity Net Gain of the Development;
"Blue Badge Parking Permit"	means the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970
"Blue Badge Parking Spaces"	means the parking spaces to be provided on the Site as part of the Development for Occupiers of the Development entitled to a Blue Badge Parking Permit in accordance with Condition [29] of the Planning Permission
"Borough"	means the London Borough of Newham
"Building"	means a building provided as part of the Development and "Buildings" shall be construed accordingly
"Bulk Acquisition"	means a Sale or Disposal of more than one Residential Unit in a single transaction and "Bulk Acquirer" shall be construed accordingly
"Canopy Works"	means the works to deliver an extension to the existing canopy on the westbound platform at Gallions Reach DLR Station
"Car Club Credit"	means a single credit of £50 (fifty pounds) to be provided to the first Occupiers of each Residential Unit in the Development for use by members of the Car Club Scheme against charges associated with the Car Club Scheme
"Car Club Operator"	means an accredited car club operator approved by the Council in writing who will be responsible for the operation of the Car Club Scheme including bookings and charges
"Car Club Period"	means the period commencing on the date of First Occupation of the first Residential Unit in the Development to be Occupied and expiring three (3) years from the date of First Occupation of the last Residential Unit in the final Phase containing Residential Units are Occupied
"Car Club Plan"	means a detailed plan showing the number, location and size of the Car Club Spaces, as well as details of the road markings to indicate that they are Car Club Spaces and whether there is an ECV active/passive provision for the Car Club Spaces, to be submitted by the Owner to the Council for written approval in accordance with paragraph 3 of Part 8 of Schedule 4 (as may be updated from time to time with the Council's written approval to reflect the number and location of the Car Club Spaces)
"Car Club Scheme"	means a car club scheme to be operated in the Development and within the vicinity of the Development as outlined in paragraph 3 of Part 8 of Schedule 4 where the Car Club Operator makes cars available to hire to members and which is available to Occupiers of the Residential Units, other Occupiers of the Development and the general public
"Car Club Spaces"	means at least two (2) car parking spaces to be provided within Phase 1 of the Development with further parking spaces to be included in future Phases of the Development subject to demand to be provided as parking for the Car Club Scheme vehicles within the Development and within the vicinity of the Development and "Car Club Space" shall be construed accordingly

“Carbon Dioxide Emissions Reduction Target”	means achieving reductions (to regulated carbon dioxide emissions) of 100% (one hundred per cent) in respect of the Development beyond the carbon dioxide improvements baseline contained within Part L of the Building Regulations 2021
“Carbon Offset Contribution”	means a financial contribution payable to offset emissions of the Development which fail to achieve the Carbon Dioxide Emissions Reduction Target calculated in accordance with the Carbon Offset Contribution Calculation such sum currently calculated at £2,624,882 (two million, six hundred and twenty-four thousand, eight hundred and eighty-two pounds) Indexed such figure to be updated to the Actual Carbon Offset Contribution within the approved Updated Energy Assessment and paid by the Owner to the Council in instalments in accordance with paragraph 1 of Part 11 of Schedule 4 of this Deed that will be used by the Council towards carbon offsetting within the Borough
“Carbon Offset Contribution (Instalment 1)”	means the sum of £624,882 (six hundred and twenty-four thousand, eight hundred and eighty-two pounds) (Indexed) being the first instalment of the Carbon Offset Contribution
“Carbon Offset Contribution (Instalment 2)”	means the sum of £500,000 (five hundred thousand pounds) (Indexed) being the second instalment of the Carbon Offset Contribution
“Carbon Offset Contribution (Instalment 3)”	means the sum of £500,000 (five hundred thousand pounds) (Indexed) being the third instalment of the Carbon Offset Contribution
“Carbon Offset Contribution (Instalment 4)”	means the sum of £500,000 (five hundred thousand pounds) (Indexed) being the fourth instalment of the Carbon Offset Contribution
“Carbon Offset Contribution (Instalment 5)”	means the sum of £500,000 (five hundred thousand pounds) (Indexed) being the fifth instalment of the Carbon Offset Contribution
“Carbon Offset Contribution Calculation”	means the following calculation:- Carbon Offset Contribution = Residual Carbon Dioxide Emissions x Price of Carbon (£) x Offset Period Where:- Residual Carbon Dioxide Emissions:- the shortfall in achieving the Carbon Dioxide Emissions Reduction Target (expressed in tonnes CO₂/year); Price of Carbon:- £95 (ninety-five pounds) charged per tonne of residual regulated carbon dioxide from the Development; and Offset Period:- a period of thirty (30) years
“Carbon Offset Contribution Instalments”	means together the Carbon Offset Contribution (Instalment 1), the Carbon Offset Contribution (Instalment 2), the Carbon Offset Contribution (Instalment 3), the Carbon Offset Contribution (Instalment 4) and the Carbon Offset Contribution (Instalment 5)
“Chargee”	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or Additional Affordable Housing Units (or any number of either or both of them) any receiver (including an administrative receiver) or 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
“CIL Regulations”	means the Community Infrastructure Levy Regulations 2010, as amended
“Commencement”	means the carrying out of a material operation in accordance with section 56(4) of the 1990 Act but for the purposes of this Deed the Remedial and Preparatory Works shall not constitute Commencement and “Commence” , “Commenced” and “Commencement Date” shall be construed accordingly
“Component”	means a part of the Viability Development including but not limited to:- (a) Open Market Housing Units; (b) Affordable Housing Units; (c) Additional Affordable Housing Units; (d) Non-Residential Floorspace; (e) any other floorspace; (f) property; and (g) land and “Components” shall be construed accordingly
“Condition”	means a condition of the Planning Permission
“Connection Notice”	means a written notice served on the Owner by the Council pursuant to paragraph 4 of Part 11 of Schedule 4 of this Deed requesting that the Owner connects the Development to the District Heating Network that has become available in order to supply the Development with heating and hot water
“Construction Phase”	means the period of the building out of the Development from Commencement to Practical Completion of the Development
“Contributions”	means the:- (a) Active Travel Connectivity Contribution; (b) Carbon Offset Contribution (including each of the Carbon Offset Contribution Instalments); (c) Employment and Skills Contribution (including each of the Employment and Skills Contribution Instalments); (d) End Use Contribution; (e) Gallions Reach Station Contribution; (f) Healthcare Contribution; (g) Off-Site Education Contribution; (h) Primary School Education Contribution;

	(i) PLA Radar Degradation Contribution; (j) Parking Permit Free Monitoring Contribution; (k) Parking Permit Restriction Contribution; (l) Residential Travel Plan Monitoring Contribution; (m) Non-Residential Travel Plan Monitoring Contribution; (n) Design Monitoring Fee; (o) Annual Monitoring Fee; (p) First Monitoring Fee; and (q) Second Monitoring Fee, and “Contribution” shall mean any one of them
“Controlled Parking Zone”	means a controlled parking zone (CPZ) in the vicinity of the Site and the surrounding local area within the Borough being a parking scheme established and operated by the Council in which on-street parking in a particular area designated by the Council for that scheme is restricted to vehicles with parking permits issued by the Council and “Controlled Parking Zones” shall be construed accordingly
“Date of Deemed Service”	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Part 1 of Schedule 4:- (a) in the case of service by delivery by hand of the Default Notice to the Council, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the Council, 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 (by Royal Mail proof of delivery or otherwise)
“Deed”	means this deed of agreement
“Default Notice”	means a notice in writing served on the Council by the Chargee under paragraph 6 of Part 1 of Schedule 4 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
“Defects Liability Period”	means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
“Design Certificate”	means a certificate issued by the applicable Design Certifier which confirms that the Buildings and landscape proposed within the relevant Reserved Matters Application or condition discharge application complies with the Planning Permission;
“Design Certifier”	means the appointed Architect and/or the Landscape Architect (as applicable) who shall issue a Design Certificate to be submitted by the Owner to the Council in accordance with paragraph 1.4 of Part 10 of Schedule 4

"Design Monitoring Fee"	means (if applicable) the sum of £100,000 (one hundred thousand pounds) Indexed, per Phase of the Development, to be used by the Council towards the costs of monitoring compliance and works related to the delivery of the design of the Development
"Design Team Statement"	means a written statement (as may be updated from time to time with the Council's written approval) setting out any proposed new Architects and/or Landscape Architects and details of the design team retained in connection with the Construction Phase and which shall provide sufficient evidence that any replacement member of the design team, including the Architects and Landscape Architects, shall have appropriate expertise in the nature of the design and delivery of the Development and are equivalent in standard and quality as the previously appointed Architects and Landscape Architects so as to maintain the overriding objective of the design quality of the Development at the time of the grant of the Planning Permission
"Development"	means the development of the Site (in two separate freestanding parts, being Site A and Site B) as follows:- (a) Site A – Non-Safeguarded Land:- a mixed-use development (to be delivered in separate severable phases) to provide new buildings to accommodate new homes (Use Class C3), flexible non-residential uses (Use Classes E, F2 and sui generis (drinking establishments, drinking establishments with expanded food provision, cinema and entertainment venues)), energy centre, public open space and public realm, associated car and cycle parking, formation of new pedestrian and vehicular accesses and means of access within the Site; and (b) Site B – Safeguarded Land:- a single phase mixed-use development to provide new buildings to accommodate new homes (Use Class C3), flexible non-residential uses (Use Classes E, F2 and sui generis (drinking establishments, drinking establishments with expanded food provision, cinema and entertainment venues)), energy centre, public open space and public realm, associated car and cycle parking, formation of new pedestrian and vehicular accesses and means of access within the Site, pursuant to the Planning Permission
"DHN Feasibility Study"	means a study to assess the feasibility and viability of the Development connecting to the District Heating Network which should include (as relevant) details and an assessment of the following:- (a) the capability and capacity of the District Heating Network to supply sufficient heating and power to the Development; (b) the proposed costs, terms and conditions of the connection and supply agreement being offered by any energy service company (ESCO) operating the District Heating Network and whether they are fair and reasonable; (c) the costs of heating and power to be charged to Occupiers of the Development and whether they are fair and reasonable by reference to the rates that are charged in the market;

	(d) the Development's CO₂ emission targets can be met using Part L of the Building Regulations 2021 and SAP 2012 emissions, in line with the GLA energy assessment guidance at the time of submission; and (e) the network has been decarbonised such that it can meet the CO₂ emission factor for delivered heat of existing heat networks required by the relevant version of Approved Document L, to be submitted by the Owner to the Council for written approval in accordance with the provisions of paragraph 2 of Part 11 of Schedule 4 of this Deed
"Director"	means the Director of Planning and Development at the Council or any other officer properly exercising the authority of that person for the time being
"Disposal"	means:- (a) the Sale of any Component(s) of the Viability Development; (b) the grant of a lease of a term of less than one hundred and twenty-five (125) years of any Component of the Viability Development; or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Component of the Viability Development, always excluding Fraudulent Transactions and "Dispose", "Disposes", "Disposals" and "Disposed" shall be construed accordingly
"District Heating Network"	means the system which facilitates the process of heating and/or cooling a group of buildings from a central thermal energy generation plant(s) via a network of fluid distribution pipes and "DHN" shall be construed accordingly
"Early Stage Review"	means a Viability Review to be submitted by or on behalf of the Owner if required by paragraph 2.1.1 of Part 3 of Schedule 4
"Early Stage Review Contribution"	means a financial contribution to be paid (if applicable) by the Owner to the Council for the provision of off-site Affordable Housing in the Borough agreed or determined pursuant to an Early Stage Review in accordance with the provisions of Part 3 of Schedule 4
"Early Stage Review Date"	means the date of submission of the Early Stage Review pursuant to paragraph 2.1.1 of Part 3 of Schedule 4
"Education Commitments Plan"	means the plan (as may be updated from time to time by written agreement with the Council) for the Construction Phase and the End Use Phase (as applicable) for the delivery of education-related benefits from the Development of the Site for the Council's written approval that shall include but is not limited to:- careers talks, Site visits, work experience placements, mentoring, curriculum-related activities connected to the Site, paid summer placements for undergraduates studying construction related or end use related qualifications (as applicable)
"Employment and Skills Contribution"	means the sum of £6,635,974 (six million, six hundred thirty-five thousand, nine hundred seventy-four pounds) Indexed to be paid by the Owner to the Council in accordance with paragraph 3 of Part 4 of Schedule 4 to be used by the Council towards the Our Newham Work programme
"Employment and Skills Contribution (Instalment 1)"	means the sum of £500,000 (five hundred thousand pounds) (Indexed) being the first instalment of the Employment and Skills Contribution

“Employment and Skills Contribution (Instalment 2)”	means the sum of £1,387,686 (one million, three hundred eighty-seven thousand, six hundred eighty-six pounds) (Indexed) being the second instalment of the Employment and Skills Contribution
“Employment and Skills Contribution (Instalment 3)”	means the sum of £1,180,683 (one million, one hundred eighty thousand, six hundred eighty-three pounds) (Indexed) being the third instalment of the Employment and Skills Contribution
“Employment and Skills Contribution (Instalment 4)”	means the sum £1,244,573 (one million, two hundred forty-four thousand, five hundred seventy-three pounds) (Indexed) being the fourth instalment of the Employment and Skills Contribution
“Employment and Skills Contribution (Instalment 5)”	means the sum of £2,323,032 (two million, three hundred twenty-three thousand, thirty-two pounds) (Indexed) being the fifth instalment of the Employment and Skills Contribution
“Employment and Skills Contribution Instalments”	means together the Employment and Skills Contribution (Instalment 1), the Employment and Skills Contribution (Instalment 2), the Employment and Skills Contribution (Instalment 3), the Employment and Skills Contribution (Instalment 4) and the Employment and Skills Contribution (Instalment 5)
“Employment Strategy”	means a detailed strategy (as may be updated from time to time by written agreement with the Council) for the Non-Residential Floorspace within the Development to be prepared in the context of the Council’s objectives of securing workspaces suitable for micro-businesses and small/medium sized enterprises (including those for green technology) and including (but not limited to) details of the proposed Non-Residential Floorspace uses across the Development) covering specific uses, size and delivery timescales to be allocated as employment floorspace, to be submitted by the Owner to the Council for written approval in accordance with the provisions of Part 4 of Schedule 4
“End Use Contribution”	means the sum to be calculated based upon the following formula for the non-residential floorspace in each Phase of the Development and to be paid by the Owner to the Council in accordance with paragraph 3.10 of Part 4 of Schedule 4 to be used by the Council towards the Our Newham Work programme:- $A = B \times C \times 0.5$ A = the amount of the End Use Contribution B = £3,163 (three thousand one hundred and sixty three pounds) or such updated figure as published by the Council from time to time C = the number of jobs estimated to be provided in the relevant Phase to be calculated as follows: (i) calculated in accordance with:- - the Employment Densities Guide (Third Edition, 2015) published by the Homes and Communities Agency (now Homes England); and (as applicable) the Statutory Framework for the Early Years Foundation Stage (July 2025) published by the Department for Education, or any updated or replacement version of the documents at (a) and (b) as may be published from time to time and in each case the version of the

	relevant document in force at the date of the calculation shall apply PROVIDED THAT: c. if either document ceases to be published, the Council and the Owner shall agree in writing an alternative equivalent document or methodology to be used for the purposes of this calculation; and d. for any Use Class not covered by the documents referred to in (a) and (b) above, the applicable density shall be agreed in writing between the Owner and the Council; and (ii) [unless included in any updated or replacement version of the documents at (i)(a) and (i)(b) above, the following uses will have the following employment densities:- a. Healthcare – one job per 100m² GIA; and b. Community uses – one job per 50m² NIA]
“End Use Phase”	means the period commencing on the date of First Occupation of the Development and expiring five (5) years from the date on which 90% (ninety per cent) of the Residential Units in the final Phase containing Residential Units are Occupied
“Energy Assessment”	means the energy assessment titled “Energy Assessment V.3” dated 26 April 2024 and prepared by Hodkinson submitted with the Application
“External Consultant”	means the external consultant(s) appointed by the Council to assess the Relevant Viability Review
“Finally Determined”	means Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/court or tribunal of competent jurisdiction
“First Monitoring Fee”	means the sum of £31,000 (thirty-one thousand pounds) Indexed payable by the Owner to the Council for monitoring and implementing the obligations and covenants in this Deed
“Force Majeure Event”	means an act of God, fire, flood or other exceptionally adverse weather conditions, malicious damage, terrorist action, decree of Government, unforeseen exceptional site or ground conditions, riots, war, epidemic, pandemic, civil commotion, natural catastrophes, explosions or other unforeseen exceptional event, cause or circumstance outside the reasonable control of the Owner, its contractors or agents, and which adversely affects its ability to perform an obligation within this Deed provided that no event shall be treated as such an event if it is attributable in whole or in part to any wilful act or omission or any failure to take reasonable precautions by the affected party, including that such event could not reasonably have been avoided or provided against by the Owner or its contractors or agents, is not due to the negligence or default of the relevant party and is mitigated against to reduce any delay so far as reasonably practicable
“Form of Entry”	means 210 (two hundred and ten) Primary School pupils
“Framework Biodiversity Strategy”	means the document dated May 2024 titled “Beckton Riverside Phase 1 BNG Assessment” and prepared by Ecology Solutions that was submitted in relation to the Application and independently assessed by the Council

"Framework Travel Plan"		means the document dated June 2025, titled "Outline Travel Plan" and prepared by Vectos (part of SLR) that was submitted in relation to the Application and independently assessed by the Council
"Fraudulent Transaction"		means a Disposal that is not an arm's length third party bona fide transaction
"Gallions Reach Station Contribution"		means the sum of £8,580,000 (eight million five hundred and eighty thousand pounds) Indexed to be paid to the Council (for onward payment to TfL) pursuant to paragraph 4 of Part 6 of Schedule 4 to be used towards the Lift Works and Canopy Works
"Gallions Primary School Bus Service"		means Bus Routes 262
"Gateway Approval"	3	means approval of the Building Safety Regulator pursuant to Part 5 of The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023 which is required before the occupation of a "higher risk building" (as defined by section 65 of the Building Safety Act 2022)
"GIA"		means gross internal area
"GLA 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 Affordable Housing within the Development (in excess of the minimum 185 Residential Units that are to be provided as Affordable Housing Units)
"GLA Land"		means the land owned by GLA Land and Property Limited adjoining the Site as shown on Plan [x]
"GLA Funding Standard Terms"		means the standard terms published by the GLA as at the date of this Deed (as applicable to private registered providers (not for profit), private registered providers (for profit) or local authorities as the case may be) or such other standard terms as may be published by the GLA from time to time as may be applicable to an affordable housing provider which is not a registered provider or a local authority
"Habitable Room"		means a habitable room as defined by the GLA at the time of monitoring pursuant to paragraph 11 of Part 3 of Schedule 4
"Habitat Management and Monitoring Plan"		means a detailed plan and strategy to secure the maintenance obligations for any off-site mitigation measures identified in the approved Biodiversity Strategy and monitoring of such measures for the Habitat Monitoring Period, to be submitted by the Owner to the Council in accordance with paragraph 2.1 of Part 12 of Schedule 4 (as may be updated from time to time by written agreement with the Council)
"Habitat Monitoring Period"		means from first Occupation of the Development to at least thirty (30) years following Occupation of the final Phase to be Occupied within the Development
"Healthcare Contribution"		means the sum of £1,500,000 (one million, five hundred thousand pounds) Indexed to be paid by the Owner to the Council in accordance with paragraph 2 of Part 14 of Schedule 4 to be used by the Council towards health provision, including by not limited to General Practitioner (GP) and Primary Care facilities within the Borough
"Highway Schedules Condition"	of	means the schedules of condition detailing the physical condition of the highway area submitted to and approved by the Council in writing pursuant to Condition [X]

	of the Planning Permission and Condition [X] of the Remedial and Preparatory Works
“Highway Works”	means the highway improvements works to be carried out by or on behalf of the Owner as part of the Development which shall include (but is not limited to):- (a) Armada Way Upgrade; (b) signalised Toucan crossing to the north of the Site linking existing cycle/pedestrian route on the south of Armada Way to the pedestrian footpath on the north of Armada Way; (c) signalised Toucan crossing north of Armada Way roundabout linking new pedestrian and cycle path to the existing along the western side of Armada Way (heading north); (d) bus stop improvements along Armada Way including new bus shelters and in-line bus cages in both directions; (e) traffic calming measures on Armada Way between Armada Way roundabout and the southern boundary of the Site; and (f) any other highway works deemed necessary or reasonably required by the Council in order to mitigate adverse impacts on the highway that are directly attributable to the Development including any highway reparations around the Site required to remediate any damage and/or physical deterioration of the highway since the approved Highway Schedules of Condition, in the areas shown indicatively on Plan [x] and provided in accordance with the Highways Agreement pursuant to paragraph 2 of Part 7 of Schedule 4
“Highway Works Phasing Plan”	means a plan detailing the phasing of the Highway Works linked to delivery with the Phases of the Development to be submitted to the Council for approval pursuant to paragraph 2 of Part 7 of Schedule 4 (as may be updated from time to time by written agreement with the Council)
“Highways Agreement”	means an agreement or agreements made pursuant to Section 38 and/or Section 278 of the 1980 Act and Section 111 of the Local Government Act 1972 in respect of the Highway Works or Armada Greenway Interim Works (as applicable) and which shall include provisions that the total cost for the implementation of such elements including (but not limited to) waiting, loading and unloading restriction including any required Traffic Management Orders (TMOs) shall be paid by the Owner
“Household”	means, in relation to a person “A”, A and all other persons who would share that Affordable Housing Unit (or Additional Affordable Housing Unit) with A and one another as the only or main residence of both A and such other persons and “Households” shall be construed accordingly
“Implementation of Development”	means the carrying out of a material operation in relation to the Development as defined in section 56(4) of the 1990 Act but for the purposes of this Deed the following shall not constitute Implementation:- (a) the Remedial and Preparatory Works; (b) demolition; (c) site clearance;

	(d) site/ground investigation or surveys; (e) archaeological investigations; (f) site decontamination and remediation works; (g) the clearance or regrading of the Site; (h) works connected with infilling; (i) construction of boundary fencing or hoardings; (j) construction of temporary accesses and/or highway accesses; (k) landscaping works; (l) laying and diversion of sewers and other services; (m) creation of site compounds and any noise attenuation works; (n) noise attenuation works; and (o) display of advertisement, and “Implementation”, “Implementation Date”, “Implement” and “Implemented” shall be construed accordingly
“Indexed”	means any adjustment of the calculation of the payment of any Contribution, or if payable in instalments, means an adjustment of the calculation of the payment of the relevant instalment rather than the entirety of the Contribution (unless stated to be indexed differently) by applying the following formula:- $A \times B/C = D$ where:- A = the sum specified in this Deed in pounds sterling; B = the figures shown in the Relevant Index for the period immediately prior to the date upon which the relevant Contribution or instalment thereof is paid pursuant to this Deed; C = means (i) for the Off-Site Education Contribution and Primary School Education Contribution, the figure shown in the Relevant Index for the first quarter of 2025; and (ii) for all other Contributions, the figure shown in the Relevant Index for the period immediately prior to 23 October 2025; D = the recalculated sum in pounds sterling applying under this Deed, provided that if the Relevant Index ceases to be maintained the said formula shall be applied <i>mutatis mutandis</i> (so far as it concerns periods after the Relevant Index ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and “Indexation” shall be construed accordingly

"Indicative Agreed Mix"	means the type, number and size of the Affordable Housing Units within the Development as set out in Appendix 1 of this Deed or such alternative mix as may be agreed in writing by the Council
"Intention Notice"	means a notice in writing served on the Chargee by the Council under paragraph 6 of Part 1 of Schedule 4 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Interest"	means the rate of interest being 4% (four per cent) above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis
"Intermediate Housing"	means intermediate rented and ownership Affordable Housing tenures or products as agreed with the Director at the Council and which are compliant with the London Plan definition of genuinely affordable housing
"IRR"	means the ungeared internal rate of return for the Viability Development
"Land Value"	means the benchmark land value of the Site, which is £51,966,923 (fifty one million nine hundred and sixty six thousand nine hundred and twenty three pounds)
"Landscape Architect"	means HTA Design or such other landscape architect as may be appointed in accordance with Part 10 of Schedule 4 of this Deed and "Landscape Architects" shall be construed accordingly
"Late Stage Review"	means a Viability Review to be submitted on the Late Stage Review Date by or on behalf of the Owner in accordance with the provisions of Part 3 of Schedule 4
"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area equal to the Relevant Percentage of the Surplus Profit agreed or determined pursuant to the Late Stage Review in accordance with the provisions of Part 3 of Schedule 4
"Late Stage Review Date"	means a date on or prior to the date on which 90% (ninety per cent) of the Residential Units within the Development have been Occupied PROVIDED THAT the Late Stage Review shall not be undertaken more than six (6) months prior to the date upon which 90% (ninety per cent) of the Residential Units within the Development have been Occupied
"Let"	means the letting of a Component within the Development pursuant to a lease and "Letting" and "Lets" shall be construed accordingly
"Lift Works"	means delivery of one new lift to improve lift accessibility to the westbound platform at Gallions Reach DLR Station
"Local Businesses"	means those businesses that are based and/or operating in the Borough with postcodes E6, E7, E12, E13, E15, E16 and E20 and "Local Business" shall be construed accordingly
"Local Development Plan"	means the Local Plan for the Borough published in 2018 as revised from time to time
"Local Residents"	means those residents that are resident in the Borough with postcodes E6, E7, E12, E13, E15, E16 and E20 and "Local Resident" shall be construed accordingly
"London Plan"	means the London Plan published in March 2021 as revised from time to time

“London Plan Annual Monitoring Report”	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
“Market Rent”	means the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion (as defined in the RICS Valuation – Global Standards, November 2021) and “Market Rents” shall be construed accordingly
“Mayor’s Affordable Housing and Viability SPG”	means the “Affordable Housing and Viability Supplementary Planning Guidance” published by the Mayor of London in August 2017 or any update or replacement guidance
“Meanwhile Use”	means a temporary use of land or buildings within the Site prior to the implementation of the permanent use(s) consented under the Development and “Meanwhile Use” shall be construed accordingly
“Meanwhile Use Strategy”	means a written strategy to be submitted by the Owner for the Council’s written approval which shall set out:- (a) the location of any proposed Meanwhile Uses within the Site; (b) the nature of those Meanwhile Uses; (c) the proposed duration of those Meanwhile Uses; (d) a strategy (including timings) for removing the Meanwhile Uses following the end of the proposed duration for the Meanwhile Uses to be informed by the timetable for progression of the Development on the relevant part of the Site; and (e) any Temporary Streets, as may be updated from time to time with the Council’s written approval
“Mid Stage Review 1”	means a Viability Review to be submitted on the Mid Stage Review 1 Date by or on behalf of the Owner in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 1 Contribution”	means a financial contribution for the provision of off-site Affordable Housing in the Borough agreed or determined pursuant to the Mid Stage Review 1 in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 1 Date”	means a date on or prior to the submission of the first Reserved Matters Application for Phase 2 of the Development PROVIDED THAT the Mid Stage Review 1 shall not be undertaken more than six (6) months prior to the date upon which the first Reserved Matters Application for Phase 2 is submitted
“Mid Stage Review 2”	means a Viability Review to be submitted on the Mid Stage Review 2 Date by or on behalf of the Owner in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 2 Contribution”	means a financial contribution for the provision of off-site Affordable Housing in the Borough agreed or determined pursuant to the Mid Stage Review 2 in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 2 Date”	means a date on or prior to the submission of the first Reserved Matters Application for Phase 3 of the Development PROVIDED THAT the Mid Stage Review 2 shall

	not be undertaken more than six (6) months prior to the date upon which the first Reserved Matters Application for Phase 3 is submitted
“Mid Stage Review 3”	means a Viability Review to be submitted on the Mid Stage Review 3 Date by or on behalf of the Owner in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 3 Contribution”	means a financial contribution for the provision of off-site Affordable Housing in the Borough agreed or determined pursuant to the Mid Stage Review 3 in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 3 Date”	means a date on or prior to the submission of the first Reserved Matters Application for Phase 4 of the Development PROVIDED THAT the Mid Stage Review 3 shall not be undertaken more than six (6) months prior to the date upon which the first Reserved Matters Application for Phase 4 is submitted
“Mid Stage Review 4”	means a Viability Review to be submitted on the Mid Stage Review 4 Date by or on behalf of the Owner in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 4 Contribution”	means a financial contribution for the provision of off-site Affordable Housing in the Borough agreed or determined pursuant to the Mid Stage Review 4 in accordance with the provisions of Part 3 of Schedule 4
“Mid Stage Review 4 Date”	means a date on or prior to the submission of the first Reserved Matters Application for Phase 5 of the Development PROVIDED THAT the Mid Stage Review 4 shall not be undertaken more than six (6) months prior to the date upon which the first Reserved Matters Application for Phase 5 is submitted
“Moratorium Period”	means, in each instance where a Chargee has served a Default Notice under paragraph 6 of Part 1 of Schedule 4 the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three (3) months after such Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council)
“MUGA”	means a multi-use games area being an outdoor sports facility suitable for multiple sporting activities, with a minimum area of 700 square metres GEA which may be provided on the Site pursuant to Part 15 of Schedule 4
“Nominations Agreement”	means the Council's standard form nominations cascade arrangements for Residential Units being Let as Affordable Housing which will provide for 100% (one hundred per cent) first lets to be provided to nominees of the Borough and 75% (seventy-five per cent) of all subsequent Lets shall be provided to nominees of the Borough and “Nominations Agreements” shall be construed accordingly
“Non-Residential Floorspace”	means the floorspace that falls within Use Classes E and F2 and Sui Generis uses Use Classes to be provided as part of the Development pursuant to the Planning Permission
“Non-Residential Travel Plan”	means the travel plan to be submitted by the Owner for the approval by the Council in relation to the Non-Residential Floorspace pursuant to Condition [49] of the Planning Permission and which shall be based on the Framework Travel Plan
“Non-Residential Travel Plan Monitoring Contribution”	means the sum of £10,500 (ten thousand five hundred pounds) Indexed payable by the Owner to the Council and to be used by the Council following receipt for the monitoring of the Non-Residential Travel Plan

“Non-Residential Travel Plan Monitoring Period”	means a period commencing on the date of First Occupation of the Non-Residential Floorspace within the Development and expiring five (5) years from First Occupation of the final Phase to be Occupied within the Development
“Non-Residential Unit”	means a unit of Non-Residential Floorspace
“Non-Residential Welcome Pack”	means the information pack prepared by the Owner and provided to the Occupiers of the Non-Residential Floorspace and “Non-Residential Welcome Packs” shall be construed accordingly
“Notification of Commencement/ Implementation Form”	means the form at Schedule 3 with notification of the Commencement Date or Implementation Date (as applicable) to be completed by the Owner and returned to the Council in accordance with Clause 12.6 of this Deed
“Notification of Payment Form”	means the form at Schedule 3 with notification of any relevant payment date to be completed by the Owner and returned to the Council in accordance with Clause 12.7 of this Deed
“Occupation”	means occupation for any use for which the relevant part of the Development was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and “Occupy”, “Occupying”, “Occupiers” and “Occupied” shall be construed accordingly
“Occupation Date”	means the date on which the Development (or as applicable any part as may be specified) is first Occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms “First Occupy”, “First Occupied” and “First Occupation” shall be construed accordingly
“Off-Site Education Contribution”	means a financial contribution, agreed with the Council in writing, to be paid by the Owner to the Council to meet Primary School demand off-site where there is not sufficient capacity in Gallions Primary School, which shall be capped at one (1) Form of Entry in total and calculated as follows:- $A = (C - D) \times B$ Where:- A = Off-Site Education Contribution (£) B = £26,380 (twenty six thousand three hundred and eighty pounds) per Primary School pupil (Indexed) (£) C = child yield of Phase 1 prior to Occupation of Phase 1 assessed in accordance with paragraph 1.3.1 of Part 14 of Schedule 4 (Education) D = the existing capacity at Gallions Primary school, forecast ahead for five years
“Open 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 “Open Market Housing” and “Open Market Housing Unit” shall be construed accordingly
“Operational Waste Management Strategy”	means the waste management proposals contained in the Operational Waste Management Strategy dated April 2024 and prepared by Velocity in support of the Application as updated from time to time in accordance with the submission and approval process pursuant to Condition 49 of the Planning Permission

“Option”	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 6 of Part 1 of Schedule 4 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
“Our Newham Work”	means the Council's partnership “one-stop shop” for jobs and enterprise, bringing together the Council and other key organisations to provide a comprehensive range of personalised, integrated services to both job seekers and employers, which includes job search support for Local Residents (employed and unemployed), access to training provision for jobseekers and business support services as well as supporting local firms' recruitment needs
“Parking Permit”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a Controlled Parking Zone and “Parking Permits” shall be construed accordingly
“Parking Permit Free Monitoring Contribution”	means the sum of £2,000 (two thousand pounds) Indexed to be paid by the Owner to the Council in accordance with paragraph 1 of Part 8 of Schedule 4 of this Deed that will be used by the Council towards the costs of monitoring and management of any Controlled Parking Zones
“Parking Permit Restriction Contribution”	means the sum of £150,000 (one hundred and fifty thousand pounds) Indexed to be paid by the Owner to the Council in accordance with paragraph 1 of Part 8 of Schedule 4 of this Deed that will be used by the Council towards the investigation and/or implementation of or Controlled Parking Zones or any other on-street parking restrictions within the vicinity of the Site and the surrounding local area within the Borough
“Parties”	means the parties to this Deed and “Party” shall be construed accordingly
“Phase”	means a phase of the Development as shown on the latest phasing plan approved by the Council pursuant to Condition [x] and as shown indicatively on Plan 2 and “Phases” shall be construed accordingly
“Phase 1”	means the first Phase to be Commenced
“Phase 2”	means the second Phase to be Commenced
“Phase 3”	means the third Phase to be Commenced
“Phase 4”	means the fourth Phase to be Commenced
“Phase 5”	means the fifth Phase to be Commenced
“PLA”	means the Port of London Authority or any successor in statutory function
“PLA Radar Assessment”	means an assessment carried out by the PLA which shall:- (a) assess any impacts of the Development on the PLA's radar service and whether the Development has had a demonstrable and attributable degradation to the PLA's radar service and coverage in the vicinity of the Development; and (b) if there is found to be such a demonstrable and attributable degradation to the PLA's radar service:- (i) specify additional measures required to mitigate such degradation; and

	(ii) calculate the required amount of the PLA Radar Degradation Contribution to cover such mitigation measures
“PLA Radar Degradation Contribution”	means the reasonable sum (if payable) payable by the Owner to the Council (for onward payment to the PLA) and to be used towards mitigation measures in relation to the degradation of the PLA's radar service caused by the Development as detailed in the PLA Radar Assessment
“Plan 1”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 2”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 3”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 4”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 5”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 6”	means the plan labelled [X] at Schedule 1 of this Deed showing the [Armada Way Upgrade (Site)] as may be updated from time to time with the Council's written approval
“Plan 7”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 8”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 9”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Plan 10”	means the plan labelled [X] at Schedule 1 of this Deed showing [X]
“Planning Permission”	means the planning permission to be granted pursuant to the Application, a draft form of which is included in Schedule 2 of this Deed
“Practical Completion”	means the practical completion of any works or part thereof relating to the Development carried out pursuant to the Planning Permission (which for the avoidance of doubt shall exclude Gateway 3 Approval) or as the context of this Deed may allow and the terms “Practically Complete” and “Practically Completed” and cognate expressions will be interpreted in accordance with this definition and Occupation of any Residential Unit shall be determinative of Practical Completion of such Residential Unit
“Primary School”	means a school providing education for children aged 4 to 11 years, typically comprising Reception and Years 1 to 6, and offering up to seven (7) year groups in accordance with the Education Act 1996 (or any statutory modification or re-enactment thereof)
“Primary School Education Contribution”	means a financial contribution, agreed with the Council in writing, to be paid by the Owner to the Council for use towards the provision of up to two (2) Forms of Entry of Primary School accommodation on the adjoining GLA Land or at an alternative location agreed in writing by the Council which shall be calculated as follows and capped at two (2) Form of Entry in total across all Phases of the Development and calculated as follows:- $A = B \times C$ Where:- A = Primary School Education Contribution for a Phase (£)

	B = £26,380 (twenty six thousand three hundred and eighty pounds) per Primary School pupil (Indexed) (£) C = child yield of the relevant Phase prior to Occupation assessed in accordance with paragraph 1.7.1 of Part 14 of Schedule 4 (Education), and it is acknowledged and agreed that the first Form of Entry arising from the Development shall be covered by the Off-Site Education Contribution and shall not be included for the purposes of "C" and calculation of the Primary School Education Contribution
"Proceedings"	means any challenge to the validity or lawfulness of the Application or to the Planning Permission in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity of the Planning Permission; and includes any proceedings by way of appeal to the Court of Appeal, the Supreme Court or to any other appellate body
"Public Realm"	means the publicly accessible landscaped areas and open space (excluding Armada Way and any public highway) to be provided within the Development in accordance with paragraph 1 of Part 5 of Schedule 4 and as indicatively shown [x] on Plan [x]
"Public Realm and Public Routes Management Plan"	means a detailed plan (as may be updated from time to time by written agreement with the Council) for the management of the Public Realm and Public Routes to be submitted by the Owner to the Council for written approval in accordance with the provisions of paragraph 1 of Part 5 of Schedule 4 of this Deed
"Public Realm and Public Routes Phasing Plan"	means the phasing plan for the delivery of the Public Realm and Public Routes within the Development to be submitted to and approved by the Council pursuant to Condition [x] of the Planning Permission
"Public Realm and Public Routes Specification"	means the detailed specification(s) for the Public Realm and Public Routes to be submitted to and approved by the Council pursuant to Condition [x] of the Planning Permission
"Public Routes"	means the publicly accessible routes to be provided within the Development in accordance with paragraph 1 of Part 5 of Schedule 4 and as indicatively shown [x] on Plan [x]
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner or the Affordable Housing Provider to support the delivery of the Viability Development
"Reasonable Endeavours"	means that the Party responsible for the performance must exert itself to take those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed and has utilised such methods as are likely to achieve the desired result and recognising that such performance is of material importance that the result is achieved PROVIDED THAT the Party responsible for the performance shall not thereby be required to take proceedings (including any appeal) in any court, public enquiry or other hearing (unless specified to the contrary), nor sacrifice its own commercial interests or continue with endeavours to comply if it is reasonable to conclude that further reasonable efforts would not achieve the required result;

“Relevant Index”	means as follows:- (a) BCIS General Building Cost Index in relation to:- (i) Active Travel Connectivity Contribution; (ii) Carbon Offset Contribution; (iii) Gallions Reach Station Contribution; (iv) Healthcare Contribution; and (v) Highway Works; (b) All Items Retail Prices Index in relation to:- (i) Employment and Skills Contribution; (ii) End Use Contribution; (iii) Parking Permit Free Monitoring Contribution; (iv) Parking Permit Restriction Contribution; (v) Residential Travel Plan Monitoring Contribution; (vi) Non-Residential Travel Plan Monitoring Contribution; (vii) Design Monitoring Fee; (viii) Annual Monitoring Fee; (ix) First Monitoring Fee; and (x) Second Monitoring Fee; (c) All-In Tender Prices Index in relation to:- (i) Off-Site Education Contribution; and (ii) Primary School Education Contribution
“Relevant Percentage”	means:- (a) 100% (one hundred per cent) for the Early Stage Review; and (b) [60% (sixty per cent)] for each of the other Relevant Viability Reviews, SAVE THAT if and from the point that the quantum of Affordable Housing required to be provided by the Development following one or more agreed or determined Viability Reviews carried out pursuant to this Deed (by way of the Affordable Housing Units, Additional Affordable Housing Units and/or Additional Affordable Housing Contributions or any combination of them) exceeds the equivalent of 35% (thirty-five per cent) of the Residential Units in the Development being provided as Affordable Housing, then the relevant percentage for all subsequent Viability Reviews carried out pursuant to this Deed shall thereafter always be 50% (fifty per cent)

“Relevant Viability Review”	means the Early Stage Review, the Mid Stage Review 1, the Mid Stage Review 2, the Mid Stage Review 3, the Mid Stage Review 4 or the Late Stage Review as the context requires and “Relevant Viability Reviews” shall be construed accordingly
“Relevant Viability Review Date”	means the Early Stage Review Date, the Mid Stage Review 1 Date, the Mid Stage Review 2 Date, the Mid Stage Review 3 Date, the Mid Stage Review 4 Date or the Late Stage Review Date (as the context requires)
“Remedial and Preparatory Works Application”	means the detailed planning application (reference number 24/00990/FUL) submitted to the Council seeking consent to carry out the Remedial and Preparatory Works
“Remedial and Preparatory Works Permission”	means the planning permission to be granted pursuant to the Remedial and Preparatory Works Application
“Remedial and Preparatory Works”	means the comprehensive remediation and site preparation works (including raising the flood defence level and creation of a flood defence bund and repair works to the existing River Wall) to enable the Development of the Site pursuant to the Remedial and Preparatory Works Permission
“Rent Guidance”	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Department of Communities and Local Government 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, the Rent Guidance and the Direction on the Rent Standard 2019 issued by the Department for Communities and Local Government in May 2019 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
“Reportable Unit”	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
“Reportable Unit (Energy Centre)”	means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self- contained energy system serving multiple residential properties (within a block or Building)
“Reportable Unit (Non-Residential)”	means a Building containing Non-Residential Uses with a single occupier/tenant (including a block of flats’ communal areas) or a Building with multiple tenants
“Reportable Unit (Residential)”	means an individual block or Building of five (5) or more flats or a group of five (5) or more houses
“Reserved Matters”	means any one or more of those matters reserved under the terms of the Planning Permission for subsequent approval
“Reserved Matters Application”	means an application for approval of any Reserved Matters
“Reserved Matters Application (Residential)”	means a Reserved Matters Application that includes Residential Units

“Reserved Matters Approval”	means an approval granted pursuant to a Reserved Matters Application
“Reserved Matters Approval (Residential)”	means a Reserved Matters Approval that includes Residential Units
“Residential Travel Plan”	means the travel plan to be submitted by the Owner for the approval by the Council in relation to the Residential Units pursuant to Condition [49] of the Planning Permission and which shall be based on the Framework Travel Plan
“Residential Travel Plan Monitoring Contribution”	means the sum of £10,500 (ten thousand five hundred pounds) Indexed payable by the Owner to the Council and to be used by the Council following receipt for the monitoring of the Residential Travel Plan
“Residential Travel Plan Monitoring Period”	means a period commencing on the date of First Occupation of the Residential Units within the Development and expiring five (5) years from First Occupation of the Residential Units in the final Phase to be Occupied
“Residential Units”	means any individual residential unit (Use Class C3) of accommodation to be provided as part of the Development on the Site up to 320,000 sqm GEA of Use Class C3 floorspace comprising the Open Market Housing Units and the Affordable Housing Units and (if applicable) Additional Affordable Housing Units and “Residential Unit” shall be construed accordingly
“Residential Welcome Pack”	means the information pack prepared by the Owner and provided to the Occupiers of the Residential Units and “Residential Welcome Packs” shall be construed accordingly
“Riverbus”	means a passenger transport service operating on the River Thames for the purpose of public transportation, including any associated piers, vessels and infrastructure such service operated by Thames Clippers and managed by TfL (or such other successor operator(s) and manager(s) of the service from time to time
“Riverbus Pier”	means a pier within the Site designed to accommodate Riverbus services on the River Thames
“Riverbus Safeguarded Land”	means the land shown edged [x] on Plan [x]
“Sale”	means:- (a) the sale of the freehold of a Component; or (b) the grant of a lease of a Component with a term of one hundred and twenty-five (125) years or more and subject to nominal rent, and “Sold” shall be construed accordingly
“Second Monitoring Fee”	means the sum of £34,000 (thirty-four thousand pounds) Indexed payable by the Owner to the Council for monitoring and implementing the obligations and covenants in this Deed
“Service Charges”	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable Housing Unit 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
“Site”	means the land known as Beckton Gasworks located at land south of Gallions Reach, Armada Way, Beckton, London, E6 7FB shown for identification purposes

	only edged red on Plan 1 and to be developed pursuant to the Planning Permission as two separate freestanding sites, being Site A and Site B
“Site A”	means that part of the Site shown labelled “Site A” and shown for identification purposes only [edged/shaded] [x] on Plan [x]
“Site B”	means that part of the Site shown labelled “Site B” and shown for identification purposes only [edged/shaded] [x] on Plan [x]
“Social Rented Housing”	means rented housing owned and managed by an Affordable Housing Provider and Let at Target Rents
“Social Rented Housing Unit”	means a Residential Unit delivered as Social Rented Housing and “Social Rented Housing Units” shall be construed accordingly
“Specified Date”	means any date specified or discernible under this Deed as the date upon which any obligation arising under this Deed is required to be performed, and for clarity in respect of any obligation to pay money is the date upon or by which such payment falls due
“Sports and Leisure Floorspace Strategy”	means a detailed strategy (and as may be updated from time to time by written agreement with the Council) setting out the proposed indoor and outdoor sports and leisure floorspace uses across the Development, including the details set out in paragraph 1.5 of Part 15 of Schedule 4 and which shall include the provision of sports and leisure facilities within the Development
“Start Date”	means the date of grant of the Planning Permission
“Substantial Implementation”	means the construction of the first-floor slab of a single Building in Phase 1 of the Development pursuant to the Planning Permission
“Substantial Implementation Target Date”	means the date thirty-six (36) months from but excluding the date of grant of the Planning Permission
“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 principal sums, interest and reasonable legal and administrative fees, costs and expenses
“Surplus Profit”	means an additional return calculated pursuant to a Viability Review over and above the Target Return, a maximum of the Relevant Percentage of which such additional return shall be used for Additional Affordable Housing Units and/or an Additional Affordable Housing Contribution;
“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
“Target Return”	means either: (i) a target profit of 17.5% (seventeen point five per cent) IRR; or (ii) only in the event that, and with effect from the date on which, paragraph 9.11 of Part 3 of Schedule 4 applies, a target profit of 15% (fifteen per cent) IRR
“Temporary Streets”	means any streets or routes identified in the approved Meanwhile Use Strategy as necessary to facilitate access to the Meanwhile Use(s)

“Temporary Transport Provision Strategy”	means a temporary strategy to be submitted by the Owner and approved by the Council (in consultation with TfL) in writing detailing how the Owner will provide transportation for Primary School aged children from the Development to Gallions Primary School until the provisions of paragraph [] of Part 14 of Schedule 4 are met
“Temporary Transport Provision Annual Monitoring Strategy”	means a strategy for the monitoring the capacity and use of the Gallions Primary School Bus Service between the Development and Gallions Primary School and which shall assess whether there is sufficient public bus capacity at school start and finish times to enable primary-aged school children to travel between the Site and Gallions Primary School without overcrowding the public bus services on the route
“TfL”	means Transport for London or any successor in statutory function
“Third Party Delay”	means either:- (a) any period to account for any Proceedings which shall continue to extend until those Proceedings are Finally Determined with the result that the Planning Permission or the Remedial and Preparatory Works Permission is not quashed; and/or (b) any period of reasonable delay in obtaining third party consents which are necessary to achieve Substantial Implementation not caused by the Owner's unreasonable delay, timing or progression in seeking such consent or the Owner making an incomplete and/or deficient application for such a consent; (c) subject always to sub-paragraph 1.7.4 of Part 3 of Schedule 4, any period of reasonable delay arising from the Council being unable to discharge a condition(s) owing to a delay in receiving a response from the relevant third party consultee not arising from delay or inaction on the part of the Owner or the Owner making an incomplete and/or deficient application for discharge of the relevant condition,
“Travel Plan Co-ordinator”	means a reputable person or company with not less than five (5) years' experience of carrying out travel plan monitoring and “Travel Plan Co-ordinators” shall be construed accordingly
“Updated Energy Assessment”	means an update to the Energy Assessment to demonstrate how the Carbon Dioxide Emissions Reduction Target is to be met within the framework of the Energy Hierarchy (as defined in the London Plan) which:- (a) includes a calculation of the actual energy demand of the Development and its regulated carbon dioxide emissions to the baseline contained within Part L (2021) of the Building Regulations at each stage of the Energy Hierarchy; (b) provides independent justification in support of any conclusion that it is not technically feasible or economically viable to achieve the Carbon Dioxide Emissions Reduction Target; and (c) confirms the actual Carbon Offset Contribution calculated pursuant to the Carbon Offset Contribution Calculation (the “Actual Carbon Offset Contribution”), to be prepared for the Development by the Owner and submitted to the Council for its written approval in accordance with paragraph 1 of Part 11 of Schedule 4

"Upfront Costs"	means all costs incurred by the Owner in securing the Planning Permission which shall include (but not be limited to) all consultant fees, legal fees and application fees associated with obtaining the Planning Permission
"Use Class"	means a class of uses prescribed in the Town and Country Planning (Use Classes) Order 1987 (as in force as at the date of this Deed) and "Use Classes" shall be construed accordingly
"VAT"	means value added tax
"Viability Development"	means the Development and the Remedial and Preparatory Works
"Viability Review"	means a review of the viability of the Viability Development to determine whether there is Surplus Profit, which review shall take the form of a reassessment of the Application Stage Viability Appraisal applying the principles and procedure set out in paragraph 7 of Part 3 of Schedule 4, and subject to any additions or amendments to the methodology as may be agreed by the Parties and "Viability Reviews" shall be construed accordingly
"Waste Management Feasibility Study"	means a study to assess and evidence the viability and feasibility of delivering an underground pneumatic waste collection system to manage waste generated by users and Occupiers of the Development, to be submitted by the Owner to the Council for written approval and updated in accordance with the provisions of paragraph 1 of Part 17 of Schedule 4 of this Deed (and as may be updated from time to time by written agreement with the Council)
"Wheelchair Accessible Units"	means those Residential Units provided as "wheelchair use accessible" units under paragraph M4(3)(2)(b) of Part M of Schedule 1 to the Building Regulations 2010 (as amended) and "Wheelchair Accessible Unit" shall be construed accordingly
"Wheelchair Adaptable Units"	means those Residential Units provided as "wheelchair use adaptable" units under paragraph M4(3)(2)(a) of Part M of Schedule 1 to the Building Regulations 2010 (as amended) and "Wheelchair Adaptable Unit" shall be construed accordingly
"Wheelchair Housing Units"	means the Wheelchair Accessible Units and the Wheelchair Adaptable Units and "Wheelchair Housing Unit" shall be construed accordingly
"Working Day"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and "Working Days" shall be construed accordingly

2. INTERPRETATION

2.1. In this Deed:-

2.1.1.references to clauses, schedules, paragraphs, plans, drawings are unless otherwise stated references to clauses and schedules to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this Deed;

2.1.2.words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;

2.1.3.words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;

2.1.4.references to the Owner shall include the successors in title of that Party;

- 2.1.5.references to the Council shall include any successor to its function as local planning authority, highway, housing authority for the area within which the Site is located and references to the GLA shall include successors to its relevant statutory functions;
- 2.1.6.where two or more persons are bound by any of the covenants, restrictions and obligations in this Deed, including references to the Owner, liability shall be joint and several;
- 2.1.7.any covenant not to do any act or thing (or allow a state of affairs to exist) includes an obligation not to do, permit, procure or suffer that act or thing to be done (or allow that state of affairs to exist) including by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 2.1.8.any covenant not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act;
- 2.1.9.where the agreement, approval, consent, confirmation or an expression of satisfaction is required by a Party under the terms of this Deed that agreement, approval, consent, confirmation or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 2.1.10. where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council;
- 2.1.11. in the absence of any contrary provision references to statutes, bye-laws, regulations, order or, delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans regulations for the time being made issued or given or made pursuant to the same power or deriving validity from that power;
- 2.1.12. the word "including" shall mean "including without limitation or prejudice to the generality of" any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly; and
- 2.1.13. the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council and the GLA against the Parties and their respective successors and assigns as if those persons had been the original covenanting Party in the respect of that interest for the time being held by them.

3. STATUTORY AUTHORITY

3.1. This Deed is made pursuant to:-

3.1.1.Sections 2E and 106 of the 1990 Act;

3.1.2.section 111 of the Local Government Act 1972;

3.1.3.section 1 of the Localism Act 2011; and

3.1.4.section 16 of the Greater London Council (General Powers) Act 1974,

and all other enabling powers with the intent that the relevant obligations, agreements and covenants (save for the covenants given by the Owner in paragraph 4.3 of Part 8 to Schedule 4, which are undertakings given under section 16 of the Greater London Council (General Powers) Act 1974) will be planning obligations so as to bind the Site and shall be enforceable as such by the Council and the GLA (in each case as local planning authority) and, subject to clauses 4.2 and 14, with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming

through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

3.2. The Parties agree that the planning obligations within this Deed are compliant with Regulation 122 of the CIL Regulations and are satisfied that for the purposes of Regulation 122 of the CIL Regulations that they are necessary to make the Development acceptable in planning terms, directly related to the Development, fairly and reasonably related in scale and kind to the Development and are reasonable in all other respects and as such enforceable by the Council and the GLA.

4. STATUTORY POWERS

4.1. This Deed does not fetter the statutory rights, powers and duties of the Council or the GLA.

4.2. The obligations contained in this Deed shall not be binding upon or enforceable against:-

4.2.1.any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage or telecommunication services;

4.2.2.individual owners or Occupiers of the Residential Units and their mortgagees SAVE FOR paragraph 4 of Part 8 of Schedule 4;

4.2.3.any Occupiers of the Non-Residential Floorspace and their mortgagees SAVE FOR paragraph 4 of Part 8 of Schedule 4;

4.2.4.any Affordable Housing Provider except in relation to the Nominations Agreement and use of the Affordable Housing Units and/or Additional Affordable Housing Units in accordance with Part 1 of Schedule 4;

4.2.5.any tenant or occupier who has exercised a voluntary or statutory right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit (or Additional Affordable Housing Unit) or any successor in title to any such person or assigns or those deriving title under them or any mortgagee of a tenant who has exercised its right to buy right to acquire or similar statutory right to purchase;

4.2.6.any Chargee who has complied with the requirements of paragraph 6 of Part 1 of Schedule 4.

5. CONDITIONALITY

5.1. The Owner's obligations in this Deed are conditional upon:-

5.1.1.the grant of the Planning Permission; and

5.1.2.Commencement,

save for this Clause and Clauses 1 to 4, 6.2, 7.1, 7.2 and 8 to 21 [and paragraph 3.1 of Part 4 of Schedule 4] which shall take effect on the date hereof and the remaining obligations in Part 4 of Schedule 4 (Local Labour) which shall take effect on the grant of Planning Permission.¹

¹ Provisions to be cited tbc prior to finalising s106 agreement.

6. THE OWNER'S OBLIGATIONS

- 6.1. The Owner covenants with the Council and the GLA to perform and observe the covenants, undertakings and obligations set out in Schedule 4 and elsewhere in this Deed.
- 6.2. The Owner warrants that in respect of its interest in the Site as set out in Recital (B) it has full power to enter into this Deed and (SAVE FOR the interests set out in Recitals (C) and (D) that there is no person having a charge or any other registrable interest in the Site which is free of encumbrances whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.
- 6.3. For the avoidance of doubt, all obligations given by the Owner to the Council in this Deed are also deemed to be given to the GLA.

7. COUNCIL'S DISCRETION AND GLA/COUNCIL OBLIGATIONS

- 7.1. For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a Local Authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the proposed Development of the Site and any other subject matter of this Deed as if this Deed had not been executed by the Council.
- 7.2. The GLA shall as soon as is reasonably practicable from the date hereof grant the Planning Permission.
- 7.3. The Council covenants with the Owner and the GLA to perform and observe its obligations set out in Schedule 5 and elsewhere in this Deed.

8. INDEXATION AND INTEREST ON CONTRIBUTIONS

- 8.1. The Contributions payable under this Deed shall be Indexed (or if payable in instalments, each instalment shall be Indexed).
- 8.2. Where any payment due under this Deed is paid late, Interest will be payable on the sum in question from the date payment is due until the date of the payment.
- 8.3. In the event of any discrepancy with the amount to be paid or paid, the liability to pay as set out in Clause 8.2 above, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

9. LIABILITY AND ENFORCEMENT

- 9.1. Subject to Clause 9.2 below no person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of its interest in the Site to which the breach relates.
- 9.2. The cessation of this Deed shall not affect the liability of any Party for any earlier breach.
- 9.3. Without prejudice to the Council's statutory rights of access or entry the Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

10. REGISTRATION & DISCHARGE

- 10.1. The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.

- 10.2. The Owner agrees to register the terms of this Deed against the Site's title interests set out in Recital (B) at HM Land Registry within thirty (30) Working Days of the date of completion of this Deed.

11. LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION

- 11.1. If the Planning Permission expires within the meaning of section 91, 92, or 93 of the 1990 Act, is quashed following a successful legal challenge, or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (with the exception of Clauses 15.1.1 and **Error! Reference source not found.** and save in respect of any breach prior to such event) and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed and then return any part of the First Monitoring Fee that is unspent (and less the amount necessary to cover the Council's reasonable administrative costs, including in relation to arranging the return of monies and cancelling all entries made in the Register of Local Land Charges in respect of this Deed) to the Owner as soon as reasonably practicable.
- 11.2. If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.
- 11.3. Save as provided in clause 17 (and for the avoidance of doubt this clause 11.3 is subject to clause 17), nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

12. NOTICES

- 12.1. Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post and by email.
- 12.2. The address for service of any such notice, consent or approval shall be in the case of service upon the:-
- 12.2.1. **GLA:-** at the address for the GLA given at the front of this Deed addressed to the Head of Development Management (citing reference [tbc]);
- 12.2.2. **Council:-** be upon the Director of Planning and Development (Planning Reference 24/00989/OUT), London Borough of Newham, Newham Dockside, First Floor West Wing, 1000 Dockside Road, London E16 2QU and by email to Planning.Obligations@newham.gov.uk;
- 12.2.3. **Owner:-** to the company's registered address or such other address as shall have been previously notified by the Owner to the Council and the GLA,
- or such other address for service or method of services as shall have been previously notified by the Parties to each other.
- 12.3. A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:-
- 12.3.1. if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;
- 12.3.2. to prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope; and

- 12.3.3. if by email, by notification of a delivery receipt for such email to the correct email address as previously notified between the Parties.
- 12.4. Any notice served pursuant to this Deed, shall cite the number and the clause of the Deed to which it relates and in case of the notice to the Council the planning reference number for the Development.
- 12.5. In the event any notice required to be served under or pursuant to this Deed has not been received by the Council, the Parties agree that the Council shall determine and set such date for such activity to which any notice relates as it reasonably believes should be the date of such activity and references to Specified Date shall be construed accordingly and the Council may serve notice on the Owner to this effect.
- 12.6. The Owner shall serve notice on the Council (with a copy to the GLA) of the following events:-
- 12.6.1. not less than five (5) Working Days advance notice of the anticipated Commencement Date and specifying the date of intended Commencement by way of the Notification of Commencement/Implementation Form;
 - 12.6.2. Commencement by way of the Notification of Commencement/Implementation Form;
 - 12.6.3. not less than five (5) Working Days advance notice of the anticipated Implementation Date and specifying the date of intended Implementation by way of the Notification of Commencement/Implementation Form;
 - 12.6.4. Implementation by way of the Notification of Commencement/Implementation Form;
 - 12.6.5. Practical Completion of the Development;
 - 12.6.6. First Occupation of the Development; and
 - 12.6.7. *[update with all s106 obligation trigger notice requirements before finalising the s106 agreement]*.
- 12.7. The Owner shall complete and serve a Notification of Payment Form on the Council at least five (5) Working Days before it intends to pay any Contribution or make any other payment pursuant to this Deed.

13. DISPUTE RESOLUTION

- 13.1. Subject to Clause 13.2 below in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert (the “**Expert**”) and shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error or fraud) and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 13.2. In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 13.1 above or as to the appropriate professional body within ten (10) Working Days after any Party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 13.1 above then the question

of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by the President for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference and such solicitor shall act as an expert (the “**Expert**”) and their decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and their costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).

13.3. This clause 13 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages or any other means of enforcing this Deed and consequential and interim orders and relief.

14. MORTGAGEE IN POSSESSION

The Parties agree that any mortgagee or chargee who from time to time shall have the benefit of a charge or mortgage over or registered against any part or parts of the Site shall not be liable under the terms of this Deed unless and until it becomes a mortgagee in possession pursuant to its interest in the Site in which case it too will (in respect of the Site or the relevant part or parts of the Site in which it has a charge or mortgage) be bound by the planning obligations of the Owner under this Deed as if it were a person deriving title from the Owner from the date it takes possession.

15. FEES

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

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

15.1.2. the First Monitoring Fee.

15.2. The Owner shall pay to the Council:-

15.2.1. the Second Monitoring Fee to the Council prior to Commencement of the Development and shall not Commence or cause or permit Commencement of the Development unless and until it has paid the Second Monitoring Fee to the Council; and

15.2.2. the Annual Monitoring Fee to the Council on each anniversary of the Commencement Date until Practical Completion of the Development and not to Practically Complete the Development unless and until the Council has confirmed in writing that all Annual Monitoring Fee payable during the Construction Phase have been paid.

15.3. The Owner shall pay to the Council within ten (10) Working Days of a request from the Council any other reasonable and proper professional costs and disbursements associated with the Development including the cost of legal advice, valuation and consultancy, any costs incurred in the preparation of or review of development appraisals, viability and environmental information or where any approval or review of the Council is required and where the Council requires third party advice or expertise in carrying out its functions.

15.4. The Owner covenants to pay to the GLA on or before completion of this Deed the GLA's legal costs and disbursements incurred in connection with the negotiation, preparation and completion of this Deed.

16. VAT

All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of VAT properly payable in respect thereof PROVIDED if at any time VAT is or becomes

chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatatable supplies properly incurred under this Deed.

17. SECTION 73

17.1. In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 or (once in force) section 73B of the 1990 Act (or any re-enactment or replacement thereof) where the planning permission granted pursuant to the planning application submitted to the Council having reference number 24/00989/OUT (as granted by the Mayor of London) is the original permission and unless otherwise agreed between the Parties:-

17.1.1. the obligations in this Deed shall relate to any such planning permission(s) granted pursuant to section 73 or (once in force) section 73B of the 1990 Act; and

17.1.2. the definitions of Application, Development and Planning Permission in this Deed shall be construed to include reference to the relevant application under section 73 of the 1990 Act, the relevant planning permission(s) granted thereunder and the relevant development permitted by the relevant planning permission(s),

PROVIDED THAT nothing in this Clause shall fetter the discretion of the Council in determining any application(s) under section 73 or (once in force) section 73B of the 1990 Act or the appropriate nature and/or quantum of planning obligations required pursuant to a determination under section 73 or (once in force) section 73B of the 1990 Act, whether by way of a new deed or supplemental deed pursuant to section 106 of the 1990 Act.

18. WAIVER

No waiver (whether express or implied) by the Council or the GLA of any breach or default by the Owner in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the GLA from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

19. THIRD PARTIES

Save in relation to paragraphs 3 and 4 of Part 6 of Schedule 4 to this Deed which shall be directly enforceable against the Owner by TfL and paragraph 1.5 of Schedule 5 to this Deed which shall be directly enforceable against the Council by TfL, this Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 PROVIDED ALWAYS THAT nothing in this Deed shall prevent the Council and the GLA (and any successor to their respective statutory functions) or any successors in title to the Owner from being able to benefit or to enforce the provisions of this Deed.

20. JURISDICTION

This Deed is governed by and construed and interpreted in accordance with the laws of England and Wales and the courts of England and Wales shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed.

21. DELIVERY

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

EXECUTED AS A DEED by the parties on the date which first appears in this Deed.

SCHEDULE 1

PLANS

- Plan 1 – Site Location Plan
- Plan 2 - GLA Land Plan
- Plan 3 - Indicative Phasing Plan
- Plan 4 - Public Realm & Public Routes Plan
- Plan 5 - Highway Works Plan
- Plan 6 - Armada Way Upgrade & Armada Way Upgrade (Site) Plan
- Plan 6a - Armada Way Upgrade & Armada Way Upgrade (Site) (detailed) Plan
- Plan 7 - Armada Greenway Plan
- Plan 8 - Armada Way Greenway Interim Area & Armada Way Greenway Interim Works Plan
- Plan 9 - Riverbus Safeguarded Land Plan
- Plan 10 - Bus Route Safeguarded Land Plan
- Plan 11 - Gallions Reach DLR Station Upgrades Plan

SCHEDULE 2
DRAFT PLANNING PERMISSION

SCHEDULE 3

STANDARD NOTICES

Form:- Notice of Commencement/Implementation of Development



Notice of Commencement/Implementation of Development

This Notice must be served not less than five (5) Workings Days before Commencement/Implementation of Development.

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

Please return to:-

Director Regeneration and Planning, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to Planning.Obligations@newham.gov.uk

Official Use	
Date received	
Monitoring triggers	

Form:- Notice of Payment of Contributions and Fees



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

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

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

Please return to:-

Director Regeneration and Planning, 1st Floor, West Wing, Newham Dockside, Dockside Road London E16 2QU and by email to Planning.Obligations@newham.gov.uk

Official Use	

Date received	
Interest/Indexation Outstanding	
Confirmation of correct receipt	

SCHEDULE 4

PART 1

AFFORDABLE HOUSING

The Owner covenants with the Council as follows:-

1. AFFORDABLE HOUSING PROVISION

- 1.1. to provide a minimum of 185 (one-hundred and eighty-five) of the Residential Units, being a minimum of 8.1% (eight-point-one per cent) of the Residential Units (by Habitable Room) as Social Rented Housing within the Development.
- 1.2. not to allow or cause or permit the Affordable Housing Units and any Additional Affordable Housing Units to be Occupied other than as Affordable Housing for the lifetime of the Development;
- 1.3. to retain the Affordable Housing Units and any Additional Affordable Housing Units for the lifetime of the Development;
- 1.4. to provide a minimum of 50% (fifty per cent) of the Affordable Housing Units together with (if any) any Additional Affordable Housing Units (by Habitable Room) as family-size units of 3-beds or more within the Development;
- 1.5. to ensure that, unless otherwise approved by the Council, no more than [tbc]% of the Affordable Housing Units together with (if any) any Additional Affordable Housing Units (by Habitable Room) within the Development are provided as 1-bed units.

2. AFFORDABLE HOUSING STATEMENTS

2.1. the Owner shall:-

- 2.1.1. at the same time as submitting the first Reserved Matters Application (Residential) for any Phase or part thereof also submit an Affordable Housing Statement in relation to that Reserved Matters Application (Residential) to the Director for written approval;
- 2.1.2. not to First Occupy Phase 1 unless and until the first Affordable Housing Statement has been approved by the Director in writing;
- 2.1.3. thereafter, at the same time as submitting each subsequent Reserved Matters Application (Residential) for any Phase or part thereof, also submit the Approved Affordable Housing Statement, updated to detail those matters in paragraph 2.2 below for the relevant subsequent Reserved Matters Application (Residential), to the Director of the Council for written approval;
- 2.2. the first Affordable Housing Statement (and each subsequent update) must detail the precise location, tenure, number, size and mix of the Affordable Housing Units proposed to be delivered by the relevant Reserved Matters Application (Residential) and in respect of the mix of the Affordable Housing Units in the Phases this shall:-
 - 2.2.1. have regard to the Indicative Agreed Mix;
 - 2.2.2. in relation to Phase 1 only, provide that a maximum of 19% (nineteen per cent) of the Affordable Housing Units in Phase 1 shall have not more than 1 bedroom, save to the extent an alternative mix has been approved by the Council as provided for in the definition of Affordable Housing Units (Phase 1) (in which case the Affordable Housing Statement shall provide that in relation to Phase 1 the maximum percentage of Affordable

Housing Units to be provided as 1 bed units is in accordance with such alternative mix for the Affordable Housing Units (Phase 1) as approved by the Council);

- 2.2.3.in relation to any Phase (other than Phase 1) which includes Affordable Housing, ensure that the maximum percentage of Affordable Housing Units in that Phase to be provided as 1-bed units shall be not more than []% ([] per cent) of the Affordable Housing Units to be provided in that Phase PROVIDED THAT no more than [tbc]% (or such other percentage as may be approved by the Council from time to time) of the total number of Affordable Housing Units together with (if any) any Additional Affordable Housing Units within the Development shall be 1-bed units;
- 2.2.4.in relation to Phase 1 only, provide that a minimum of 56% (fifty six per cent) of the Affordable Housing Units in Phase 1 shall have 3 or more bedrooms, save to the extent an alternative mix has been approved by the Council as provided for in the definition of Affordable Housing Units (Phase 1) (in which case the Affordable Housing Statement shall provide that in relation to Phase 1 the minimum percentage of Affordable Housing Units to be provided as 3+ bed units is in accordance with such alternative mix for the Affordable Housing Units (Phase 1) as approved by the Council);
- 2.2.5.in relation to any Phase (other than Phase 1) which includes Affordable Housing, provide that the minimum percentage of Affordable Housing Units in that Phase to be provided as units having 3 or more bedrooms shall be not less than []% ([] per cent) of the Affordable Housing Units to be provided in that Phase PROVIDED THAT not less than 50% (fifty per cent) of the total number of Affordable Housing Units together with (if any) any Additional Affordable Housing Units within the Development shall be units having 3 or more bedrooms;
- 2.2.6.demonstrate how the Affordable Housing Units detailed in paragraph 2.2.1 above will contribute to meeting:-
 - (a) the requirements of paragraphs 1.1 and 1.4 and 1.5 above in respect of the Development; and
 - (b) the requirements of paragraph 2.5 below in respect of the relevant Phase;
- 2.2.7.set out details of any Additional Affordable Housing Units that will be delivered by the relevant Reserved Matters Application as a consequence of any Relevant Viability Review and/or (where applicable) as a consequence of the provision of GLA Funding and related approval of any Additional Affordable Housing Statement submitted under paragraph 9.8 of this Part 3;
- 2.2.8.in each update to the Affordable Housing Statement, confirm the details of the location, number, size, mix and tenure of the Affordable Housing Units and any Additional Affordable Housing Units that have already been provided in the Development or are approved to be provided as confirmed by previously Approved Affordable Housing Statement updates, along with an update on the overall current and projected delivery (in floorspace (square metres)) of Residential Units and Affordable Housing Units; and
- 2.2.9.details of how it is proposed that the remainder of the Affordable Housing Units are to be provided across the remaining Phases of the Development for which applications for Reserved Matters Approval have not yet been submitted;
- 2.3. not to Implement or cause or permit Implementation of a Reserved Matters Approval (Residential) detailed in the Approved Affordable Housing Statement (as may have been updated) unless and until the Affordable Housing Statement or (as applicable) updated Approved Affordable Housing Statement has been approved by the Council in writing;
- 2.4. to comply with the most recent Approved Affordable Housing Statement for the lifetime of the Development (or any subsequent amendment or variation to the same as may be approved from time to time by the Council) and not to Occupy or cause or permit Occupation of the

Affordable Housing within a Phase other than in accordance with the most recent Approved Affordable Housing Statement;

2.5. to use Reasonable Endeavours to:-

2.5.1. provide as a rolling average across the Phases of the Development a minimum of 8.1% (eight-point-one per cent) (by Habitable Room) of the Residential Units as Affordable Housing as confirmed within the Affordable Housing Statement submitted pursuant to paragraphs 2.1 and 2.2 above; and

2.5.2. to deliver the Affordable Housing within each Phase in accordance with the most recently Approved Affordable Housing Statement.

3. AFFORDABLE HOUSING DELIVERY

Phase 1

3.1. not to Occupy or cause or permit Occupation of more than 75% (seventy-five per cent) of the Open Market Housing Units within the Phase 1 or Implement Phase 2 of the Development, unless and until it has:-

3.1.1. Practically Completed and made available for Occupation 100% (one hundred per cent) of the Affordable Housing Units (Phase 1) to the satisfaction of the Council;

3.1.2. actively marketed those Affordable Housing Units (Phase 1) for a period of [not less than twelve (12) months prior to Practical Completion of those Affordable Housing Units (Phase 1)] and provided the Council with such evidence of marketing as the Council may reasonably require to the Director's satisfaction (confirmed in writing) including that at least the following steps have been undertaken by the Owner to market the Affordable Housing Units to Registered Providers:-

3.1.2.1. preparation and production of a detailed offer brochure, setting out the details of the Development, delivery programme and Affordable Housing Units on offer; and

3.1.2.2. issue of offer brochure and offer to multiple Registered Providers;

3.1.3. used Reasonable Endeavours, as evidenced to the Director's satisfaction (confirmed in writing), to transfer 100% (one hundred per cent) of the Affordable Housing Units (Phase 1) to an Affordable Housing Provider either by way of an unencumbered freehold interest or a leasehold interest for a term of nine hundred and ninety (990) years at a peppercorn rent;

Subsequent Phases

3.2. not to Occupy or cause or permit Occupation of more than 75% (seventy-five per cent) of the Open Market Housing Units within a Phase of the Development or Implement a Building in the next Phase, unless and until it has:-

3.2.1. Practically Completed and made available for Occupation 100% (one hundred per cent) of the Affordable Housing Units (and any Additional Affordable Housing Units) within that Phase to the satisfaction of the Council;

3.2.2. actively marketed those Affordable Housing Units for a period of [not less than twelve (12) months prior to Practical Completion of those Affordable Housing Units and provided the Council with such evidence of marketing as the Council may reasonably require to the Director's satisfaction (confirmed in writing) including that at least the following steps have been undertaken by the Owner to market the Affordable Housing Units to Registered Providers:-

- 3.2.2.1. preparation and production of a detailed offer brochure, setting out the details of the Development, delivery programme and Affordable Housing Units on offer; and
- 3.2.2.2. issue of offer brochure and offer to multiple Registered Providers;
- 3.2.3. used Reasonable Endeavours, as evidenced to the Director's satisfaction (confirmed in writing), to transferred 100% (one hundred per cent) of the Affordable Housing Units (and any Additional Affordable Housing Units) within that Phase to an Affordable Housing Provider either by way of an unencumbered freehold interest or a leasehold interest for a term of not less than nine hundred and ninety (990) years at a peppercorn rent;

4. SOCIAL RENTED HOUSING UNITS

- 4.1. that no leasehold or tenancy interest will be granted or Disposal made in respect of any Social Rented Housing Unit unless it is to an Affordable Housing Provider to provide the units only to eligible occupiers of Social Rented Housing;
- 4.2. to retain the Social Rented Housing Units as Social Rented Housing and not to Occupy or cause or permit Occupation of the Social Rented Housing Units for any purpose other than for Social Rented Housing for the lifetime of the Development, save for where an Occupier of the Social Rented Housing Unit has exercised a statutory right to buy in respect of a Social Rented Housing Unit;

5. NOMINATIONS AGREEMENTS

- 5.1. except where the Affordable Housing Units or the Additional Affordable Housing Units are transferred to the Council, not to Occupy or cause or permit Occupation of the Affordable Housing Units or Additional Affordable Housing Units unless and until Nominations Agreements are in place between the Council and the agreed Affordable Housing Provider for the relevant Affordable Housing Units and Additional Affordable Housing Units; and
- 5.2. to include a condition within any transfer of the Affordable Housing Units and any Additional Affordable Housing Units to an Affordable Housing Provider to enter into Nominations Agreements with the Council prior to Occupation of the relevant Affordable Housing Units and Additional Affordable Housing Units;

6. CHARGE IN POSSESSION

- 6.1. in order to benefit from the protection granted by paragraph 6.6, a Chargee must:-
 - 6.1.1. prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units serve a Default Notice on the Council in accordance with Clause 12;
 - 6.1.2. when serving the Default Notice, provide to the Council official copies of the registered title for the relevant Affordable Housing Units and Additional Affordable Housing Units; and
 - 6.1.3. subject to paragraph 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 6.6 below;
- 6.2. from the first day of the Moratorium Period to (but excluding) the date falling one (1) calendar month later, the Council may serve an Intention Notice on the Chargee;
- 6.3. not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the

Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive Option to purchase the relevant Affordable Housing Units and Additional Affordable Housing Units (if the Council (and/or the Council's nominated substitute Affordable Housing Provider) (as appropriate) remain willing to complete the Option) which shall contain the following terms:-

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

6.3.2.the price for the sale and purchase will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;

6.3.3.provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and Additional Affordable Housing Units as soon as reasonably practicable and in any event prior to the expiry of the Moratorium Period;

6.3.4.the Option will expire upon the earlier of (i) notification in writing by the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

6.3.5.any other terms agreed in writing between the parties to the Option (acting reasonably);

6.4. following the service of the Intention Notice:-

6.4.1.the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council or the Council's nominated substitute Affordable Housing Provider (as appropriate) in relation to the Affordable Housing Units and Additional Affordable Housing Units as expeditiously as reasonably possible having regard to the length of the Moratorium Period; and

6.4.2.the Council or the Council's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee shall use reasonable endeavours to agree in writing the purchase price for the relevant Affordable Housing Units and Additional Affordable Housing Units, which shall be the higher of:-

(a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and Additional Affordable Housing Units contained in this Part 1 of Schedule 4; and

(b) (unless otherwise agreed in writing between the Council or the Council's nominated substitute Affordable Housing Provider as appropriate and the Chargee) the Sums Due;

6.5. if on the date falling ten (10) Working Days after service of the Intention Notice, the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee have not agreed the price pursuant to paragraph 6.4.2 above:-

6.5.1.the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten (10) 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;

6.5.2.if, on the date falling five (5) Working Days after service of the Intention Notice, the Council (or the Council's nominated substitute Affordable Housing Provider) (as appropriate) 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 ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

6.5.3.the independent surveyor shall determine the price reasonably obtainable referred to in paragraph 6.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and Additional Affordable Housing Units by this Deed;

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

6.5.5.the fees and expenses of the independent surveyor are to be borne equally by the parties to the dispute;

6.5.6.the independent surveyor shall make his/her decision and notify the Council or the Council's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee of that decision no later than fourteen (14) days after his/her appointment and in any event within the Moratorium Period allowing sufficient time for completion of the transfer of the relevant Affordable Housing Units and Additional Affordable Housing Units; and

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

6.6. the Chargee may dispose of the relevant Affordable Housing Units and Additional Affordable Housing Units free from the obligations and restrictions contained in this Part 1 of Schedule 4 which shall determine absolutely in respect of those Affordable Housing Units and Additional Affordable Housing Units (but subject to any existing tenancies) if:-

6.6.1.the Council has not served an Intention Notice before the date falling one (1) calendar month after the first day of the Moratorium Period;

6.6.2.the Council or the Council's nominated substitute Affordable Housing Provider (as appropriate) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

6.6.3.the Council or the Council's nominated substitute Affordable Housing Provider (as appropriate) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option;

6.7. the Chargee shall provide the Council upon written request with evidence of having complied with the requirements and/or obligations on the Chargee contained in this paragraph 6; and

6.8. the Council and the Council's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee shall act reasonably and reasonably cooperate with each other in fulfilling their respective obligations under paragraphs 6.1 to 6.7 above (inclusive);

7. AFFORDABLE HOUSING MONITORING

7.1. the Owner shall provide annual returns to the Council the first of such return to be submitted one (1) month following First Occupation of the Affordable Housing Units and Additional Affordable Housing Units with details of the tenant of each Affordable Housing Unit and Additional Affordable Housing Unit and its tenure which shall include, where consented to by the individual concerned (and subject to data protection laws):-

7.1.1.the Household income of such purchaser or tenant;

7.1.2.the ethnicity of such purchaser or tenant (where available);

7.1.3.the total initial monthly housing costs for each Affordable Housing Unit and Additional Affordable Housing Unit, including service and estate charges, but showing such charges as separate figures;

7.1.4.the location of the purchaser or tenant's previous accommodation by local authority (where available); and

7.1.5.the tenant's present occupation (where available),

PROVIDED THAT such obligation shall not be required where it would be unlawful for the Owner to provide or process it.

PART 2

WHEELCHAIR HOUSING

1. The Owner covenants with the Council that the Owner shall:-
 - 1.1. to provide within the Development:-
 - 1.1.1. a minimum of 10% (ten per cent) of the Residential Units as Wheelchair Adaptable Units or Wheelchair Accessible Units; and
 - 1.1.2. a minimum of 10% (ten per cent) of the Affordable Housing Units as Wheelchair Accessible Units (and it is acknowledged by the Parties that such Wheelchair Accessible Units will also count towards the requirement at paragraph 1.1.1 above);
 - 1.2. following Practical Completion of the Wheelchair Housing Units, to retain the Wheelchair Housing Units for the lifetime of the Development;
 - 1.3. on the initial Sale or Disposal of a Wheelchair Housing Unit, actively market the unit as a Wheelchair Housing Unit for a continuous period of not less than six (6) months within the twelve (12) months prior to First Occupation;
 - 1.4. provide the Council with evidence of the marketing carried out under paragraph 1.3 above, **such evidence** to comprise details of marketing carried out separately online and in printed sales brochures including the room sizes, layouts and specifications of the relevant Wheelchair Adaptable Units and a statement that such units can be refitted as Wheelchair Accessible Units, provided always that in the event that any Wheelchair Adaptable Unit remains unoccupied following such marketing exercise, such unit may be Occupied by a person without accessibility needs;
 - 1.5. if, following the marketing carried out under paragraph 1.3 above, a Wheelchair Adaptable Unit is not Sold or Disposed to a person with accessibility needs then the Owner shall report this to the Council (such report to contain details and evidence of the steps the Owner has taken in satisfaction of its obligations in paragraph 1.3 above);
 - 1.6. the marketing obligations in paragraphs 1.3 to 1.5 above shall not apply to any Wheelchair Adaptable Units that are:-
 - 1.6.1. Affordable Housing Units; or
 - 1.6.2. Open Market Housing Units subject to a Bulk Acquisition PROVIDED THAT when those units are subsequently marketed by the Bulk Acquirer to First Occupiers, the marketing materials clearly state that those units are Wheelchair Adaptable Units.

PART 3
VIABILITY REVIEWS

The Owner covenants with the Council as follows:-

1. EARLY STAGE REVIEW TRIGGER

- 1.1. The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis (and such information shall be subject to the transparency requirements set out in the Mayor's Affordable Housing and Viability SPG) to enable the 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 five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the 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's notification pursuant to paragraph 1.1 above, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation provided always that the Council shall:-
 - 1.3.1. provide the Owner with reasonable prior written notice of its intention to carry out such an inspection and the date on which the Council requires access to the Site;
 - 1.3.2. comply with relevant health and safety legislation; and
 - 1.3.3. at all times be accompanied by the Owner or its agent.
- 1.4. No later than twenty (20) Working Days after the Council receives:-
 - 1.4.1. notice pursuant to paragraph 1.1 above; or
 - 1.4.2. if the Council makes a request under paragraph 1.2 above, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5. If the Council notifies the Owner pursuant to paragraph 1.4 above that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 of Part 3 of Schedule 4 shall continue to apply *mutatis mutandis* until the Council has notified the Owner pursuant to paragraph 1.4 above that Substantial Implementation has been achieved or an Expert determines in accordance with paragraph 1.9 below that Substantial Implementation has occurred (or it is deemed to have occurred in accordance with paragraph 1.6 below).
- 1.6. If the Owner anticipates that it will not achieve Substantial Implementation by the Substantial Implementation Target Date due to a Third Party Delay it may provide the Council with written notice of the same and propose an appropriate and reasonable period by which the Substantial Implementation Target Date should be delayed in order to account for that Third Party Delay for the Council's confirmation under paragraph 1.8.

- 1.7. A notice referred to in paragraph 1.6 may only be served by the Owner on the Council if the following conditions are met:-
 - 1.7.1.to the extent that any works comprised in the Development that would need to be delivered in order to achieve Substantial Implementation are unaffected by the Third Party Delay such works must have been undertaken and works to construct the Development must be ongoing to the extent that such works are not prevented by the Third Party Delay and evidence of compliance with this sub-paragraph 1.7.1 is included with the notice;
 - 1.7.2.the works referred to in sub-paragraph 1.7.1 are ongoing and have not ceased unless such cessation is as a result of a Third Party Delay;
 - 1.7.3.full details of the Third Party Delay(s) have been provided together with supporting evidence; and
 - 1.7.4.where the Third Party Delay being relied upon is item (c) of that definition then in order for the Owner to apply for the Council's confirmation in this regard the Owner must have applied for the discharge of the relevant condition in a timely manner and in any event not less than six (6) months before the Substantial Implementation Target Date
- 1.8. If the Council is satisfied that the conditions set out in paragraph 1.7 have been satisfied it shall confirm the revised Substantial Implementation Target Date to the Owner and all references in this Deed to the Substantial Implementation Target Date shall thereafter be read accordingly PROVIDED THAT:-
 - 1.8.1.where any of the events in (a) to (c) of the definition of Third Party Delay arise simultaneously, the period of delay to be taken into account for the purposes of the obligations in this Part 3 of Schedule 4 shall be the longest single period arising from one event only and shall not be applied cumulatively; and
 - 1.8.2.notwithstanding sub-paragraph 1.8.1 and in any event the maximum period by which the Substantial Implementation Target Date may be extended is 12 months.
- 1.9. Any dispute between the Council and the Owner concerning whether or not Substantial Implementation has occurred may be referred to an Expert in accordance with the dispute resolution procedure in Clause 13 of this Deed.
- 1.10. The Owner shall not Occupy the Development or any part thereof until:-
 - 1.10.1. the Council has notified the Owner pursuant to paragraph 1.4 above (or the Expert has determined pursuant to paragraph 1.9 above or it is deemed pursuant to paragraph 1.6 above) that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - 1.10.2. the Council has notified the Owner pursuant to paragraph 3.4 below (or the Expert has determined pursuant to paragraph 3.6 below) that the Surplus Profit arising from the Early Stage Review is zero; or
 - 1.10.3. if the Council notifies the Owner pursuant to paragraph 3.4 below (or the Expert has determined pursuant to paragraph 3.6 below) that there is a Surplus Profit arising from the Early Stage Review, an Additional Affordable Housing Statement has been approved in writing by the Council (or the terms of the Additional Affordable Housing Statement have been determined by an Expert).

2. SUBMISSION OF VIABILITY REVIEWS

- 2.1. The Owner shall submit a Viability Review to the Council on the following dates:-
 - 2.1.1.where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 above

or by an Expert pursuant to dispute resolution as provided for in this Deed), no later than twenty (20) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.9 above that Substantial Implementation has been achieved;

2.1.2.the Mid Stage Review 1 Date;

2.1.3.the Mid Stage Review 2 Date;

2.1.4.the Mid Stage Review 3 Date;

2.1.5.the Mid Stage Review 4 Date; and

2.1.6.the Late Stage Review Date.

2.2. The Owner will give the Council not less than twenty (20) Working Days advance written notice of the date on which Viability Review is intended to be submitted.

3. ASSESSMENT OF VIABILITY REVIEWS

3.1. The Council shall assess the Relevant Viability Review submitted pursuant to paragraph 2 above and assess whether in its view there is a Surplus Profit.

3.2. The Council will appoint an External Consultant to assess the Relevant Viability Review within twenty (20) Working Days of receipt of the Relevant Viability Review and the Council's instructions to the External Consultant will be that, subject to paragraph 3.3 below, they must complete their assessment of the Relevant Viability Review within forty (40) Working Days from the date on which they are instructed.

3.3. In the event that the External Consultant reasonably requires supporting evidence to assess the Relevant Viability Review then the Owner shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the External Consultant has all the information it reasonably requires to assess the Relevant Viability Review and determine whether in its view, there is a Surplus Profit.

3.4. When the External Consultant has completed its assessment of the Relevant Viability Review the Council shall notify the Owner in writing of the External Consultant's decision as to whether there is a Surplus Profit.

3.5. Where the External Consultant concludes that there is a Surplus Profit and its findings as to whether or not there is, in fact, a Surplus Profit, or the quantum of that Surplus Profit is different to the findings of the Owner in its Viability Review as submitted pursuant to paragraph 2, then the External Consultant (or the Council, as appropriate) must provide full reasons and evidence to the Owner and the Owner may then:-

3.5.1.accept the findings of the External Consultant and agree to the Surplus Profit which the Council or its External Consultant has calculated; or

3.5.2.produce further supporting evidence to the Council or its External Consultant within ten (10) Working Days and both parties shall then use reasonable endeavours to agree whether there is a Surplus Profit, and if so, the quantum of the Surplus Profit within a further ten (10) Working Days from receipt of additional supporting evidence provided by the Owner to the Council under this paragraph 3.5.2.

3.6. For the avoidance of doubt any dispute arising in connection with the provisions contained in this paragraph 3 may be referred by either party to an Expert for determination in accordance with Clause 13 of this Deed.

4. ADDITIONAL AFFORDABLE HOUSING STATEMENT

4.1. In the event that the Surplus Profit approved by the Council in writing or determined by the Expert in respect of the Early Stage Review, Mid Stage Review 1, Mid Stage Review 2, Mid Stage Review 3 or Mid Stage Review 4 is greater than zero, the Owner shall submit an Additional Affordable Housing Statement to the Council demonstrating how the Relevant Percentage of the Surplus Profit (subject always to the further provisions of this Part 3) approved or determined pursuant to the Relevant Viability Review is to be applied to the provision of:-

4.1.1. Additional Affordable Housing Units; and/or

4.1.2. an Additional Affordable Housing Contribution,

4.2. The Council shall:-

4.2.1. within twenty (20) Working Days of receipt of the Additional Affordable Housing Statement approve or reject the Additional Affordable Housing Statement or make a reasonable and proper request for further information which is necessary in order for the Council to consider the Additional Affordable Housing Statement; and

4.2.2. within twenty (20) Working Days of receipt of the Additional Affordable Housing Statement (together with the period within which any request made by the Council pursuant to 4.2.1 was complied with) either accept or reject the Additional Affordable Housing Statement.

4.3. In the event that the Council does not accept the Additional Affordable Housing Statement within the time period specified in paragraph 4.2 above the parties shall liaise (each acting reasonably) for a further period of ten (10) Working Days to agree the Additional Affordable Housing Statement and at the end of that period if the matter is not agreed either party may refer it to the Expert for determination pursuant to Clause 13 of this Deed.

4.4. In the event that the Council rejects the Additional Affordable Housing Statement within the time period specified in paragraph 4.3 the parties shall liaise (each acting reasonably) for a further period of ten (10) Working Days to agree the Additional Affordable Housing Statement and at the end of that period if the matter is not agreed either party may refer it to the Expert for determination pursuant to Clause 13 of this Deed.

4.5. The Owner and the Council agree that they shall both act reasonably in agreeing the Additional Affordable Housing Statement.

4.6. Subject to the Council's approval pursuant to paragraph 4.3 above, the Owner and the Council agree that up to the Relevant Percentage of the Surplus Profit can be paid to the Council as an Additional Affordable Housing Contribution towards off-site Affordable Housing in the Council's administrative area only in the following scenarios:-

4.6.1. a Surplus Profit arises but the Relevant Percentage of such Surplus Profit is insufficient to provide any Additional Affordable Housing Units;

4.6.2. a Surplus Profit arises but the Relevant Percentage of such Surplus Profit cannot deliver a whole number of Additional Affordable Housing Units;

4.6.3. the Council, in its absolute discretion, notifies the Owner that it requires some or all of the Relevant Percentage of the Surplus Profit as an Additional Affordable Housing Contribution; or

4.6.4. the Owner proposes in the Additional Affordable Housing Statement to provide some or all of the Relevant Percentage of the Surplus Profit as an Additional Affordable Housing Contribution, and the Council, in its absolute discretion, approves such election and for purposes of this paragraph 4.6.4 if the Council refuses such election the Owner shall not

be permitted to refer the refusal to the Expert for determination pursuant to Clause 13 of this Deed.

- 4.7. The Owner will pay the Council's costs which are reasonably and properly incurred in assessing the Viability Reviews submitted pursuant to paragraph 2 above and this paragraph 4, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment from the Council.

5. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING UNITS

- 5.1. This paragraph 5 applies where the Additional Affordable Housing Statement as approved by the Council in writing or determined by the Expert provides for Additional Affordable Housing Units to be constructed in the Development.
- 5.2. The Owner shall construct the Additional Affordable Housing Units in the Development in accordance with the number, size and tenure mix identified in the Additional Affordable Housing Statement for each Relevant Viability Review as approved by the Council in writing or determined by the Expert.
- 5.3. The Owner shall use Reasonable Endeavours to provide any Additional Affordable Housing Units identified in an Additional Affordable Housing Statement in the next Phase for which a Reserved Matters Application is submitted following the date of the relevant Additional Affordable Housing Statement.
- 5.4. The Parties agree that the terms of Part 1 of Schedule 4 shall apply *mutatis mutandis* to the provision of any Additional Affordable Housing Units.

6. PAYMENT OF ADDITIONAL AFFORDABLE HOUSING CONTRIBUTIONS

Early Stage Review Contribution

- 6.1. Where it is determined pursuant to paragraph 4 above that an Early Stage Review Contribution shall be paid, the Owner will not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units in Phase 1 of the Development until such time as the Early Stage Review Contribution has been paid to the Council (unless an alternative payment timeframe is otherwise agreed in writing with the Council).
- 6.2. The Owner shall not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units in Phase 1 of the Development unless and until the requirements of paragraph 6.1 have been satisfied and reasonable evidence of the same has been provided to the Council.

Mid Stage Review 1 Contribution

- 6.3. Where it is determined pursuant to paragraph 4 above that a Mid Stage Review 1 Contribution shall be paid, the Owner will not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units in Phase 2 until such time as the Mid Stage Review 1 Contribution has been paid to the Council (unless an alternative payment timeframe is otherwise agreed in writing with the Council).
- 6.4. The Owner shall not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units in Phase 2 unless and until the requirements of paragraph 6.3 have been satisfied and reasonable evidence of the same has been provided to the Council.

Mid Stage Review 2 Contribution

- 6.5. Where it is determined pursuant to paragraph 4 above that a Mid Stage Review 2 Contribution shall be paid, the Owner will not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 3 of the Development until such time

as the Mid Stage Review 2 Contribution has been paid to the Council (unless an alternative payment timeframe is otherwise agreed in writing with the Council).

- 6.6. The Owner shall not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 3 of the Development unless and until the requirements of paragraph 6.5 have been satisfied and reasonable evidence of the same has been provided to the Council.

Mid Stage Review 3 Contribution

- 6.7. Where it is determined pursuant to paragraph 4 above that a Mid Stage Review 3 Contribution shall be paid, the Owner will not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 4 of the Development until such time as the Mid Stage Review 3 Contribution has been paid to the Council (unless an alternative payment timeframe is otherwise agreed in writing with the Council).
- 6.8. The Owner shall not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 4 of the Development unless and until the requirements of paragraph 6.7 have been satisfied and reasonable evidence of the same has been provided to the Council.

Mid Stage Review 4 Contribution

- 6.9. Where it is determined pursuant to paragraph 4 above that a Mid Stage Review 4 Contribution shall be paid, the Owner will not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 5 of the Development until such time as the Mid Stage Review 4 Contribution has been paid to the Council (unless an alternative payment timeframe is otherwise agreed in writing with the Council).
- 6.10. The Owner shall not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Open Market Housing Units within Phase 5 of the Development unless and until the requirements of paragraph 6.9 have been satisfied and reasonable evidence of the same has been provided to the Council.

Late Stage Review Contribution

- 6.11. Where a Surplus Profit arises from the Late Stage Review then the Owner shall pay the Late Stage Review Contribution to the Council within twenty (20) Working Days of the Council's notice pursuant to paragraph 3.4 above or the Expert's determination pursuant to paragraph 3.6 above.
- 6.12. The Owner shall not Occupy more than 95% (ninety five per cent) of the Residential Units within the Development unless and until:-
- 6.12.1. the Council has notified the Owner in writing pursuant to paragraph 3.4 above (or the Expert has determined pursuant to paragraph 3.6 above) of its decision as to whether there is a Surplus Profit arising from the Late Stage Review; and
- 6.12.2. any Late Stage Review Contribution required has been paid in full to the Council.

7. VIABILITY REVIEW PRINCIPLES & PROCEDURE

- 7.1. This paragraph 7 shall apply to all Viability Reviews carried out pursuant to this Part 3 and each Viability Review shall be carried out in accordance with, and on the basis of, the following assumptions and procedures:-

7.1.1. the project start date shall be assumed to be the Start Date;

7.1.2. the Land Value is fixed and inputted at the Start Date;

7.1.3.Upfront Costs shall be inputted at the Start Date

7.1.4.all other inputs are inputted at the actual date of receipt or (as applicable) expenditure or (for revenues not yet received or costs not yet incurred) in line with reasonable market programme assumptions for estimated inputs;

7.1.5.the accommodation schedule and development programme shall be updated if necessary;

7.1.6.any actual costs expended at the Relevant Viability Review Date or revenues secured as at that date are incorporated (together with supporting evidence) and updated estimates for the remaining costs and revenues are inserted;

7.1.7.all forecasted inputs are on a “current” basis as at the Relevant Viability Review Date;

7.1.8.if the IRR generated by the Viability Development as a whole at the Relevant Viability Review is less than the Target Return then no further action is required;

7.1.9.if the IRR generated by the Relevant Viability Review exceeds the Target Return then the Relevant Percentage of the Surplus Profit shall be deducted from the Surplus Profit and the remainder (the “**Retained Surplus Profit**”) will be allocated to the Owner. This will be reflected by the insertion of an additional cost line within the Relevant Viability Review showing Retained Surplus Profit that the Owner has retained;

7.1.10. the Relevant Percentage of the Surplus Profit will then be applied to Additional Affordable Housing Units and/or an Additional Affordable Housing Contribution. The quantum of Additional Affordable Housing Units and/or Additional Affordable Housing Contribution will then be increased until the IRR is reduced to the Target Return; and

7.1.11. the number, size, tenure, mix, indicative location and indicative timings of delivery of any Additional Affordable Housing Units and/or quantum of Additional Affordable Housing Contribution will be agreed in consultation with the Council (through submission by the Owner of an Additional Affordable Housing Statement for approval by the Council), provided always that the Target Return is met but subject always to the further provisions of this Part 3 of Schedule 4, including for the avoidance of doubt paragraph 9 below.

7.2. The Owner and the Council agree that in relation to each Viability Review individually:-

7.2.1.the proportion of the Surplus Profit arising from a Viability Review that may be applied to the provision of Additional Affordable Housing Units and/or an Additional Affordable Housing Contribution shall not exceed the Relevant Percentage of the total Surplus Profit agreed or determined pursuant to the Relevant Viability Review; and

7.2.2.the maximum number of Additional Affordable Housing Units and/or amount of Additional Affordable Housing Contribution that can be required to be delivered or (as applicable) paid pursuant to the relevant Viability Review shall not exceed 50% (fifty per cent) of the Residential Units, when combined with the Affordable Housing Units (Phase 1) and any Affordable Housing that is the subject of any Reserved Matters Approvals approved as at the Relevant Viability Review Date.

unless the Owner elects in the relevant Additional Affordable Housing Statement to exceed such limits in which case such limits shall not apply.

8. AFFORDABLE HOUSING MAXIMUM PROVISION

8.1. The maximum amount of Surplus Profit that the Owner can be required to apply to the provision of Additional Affordable Housing Units and/or payment of any Additional Affordable Housing Contributions pursuant to this Part 3 of Schedule 4 shall not, when combined with the Affordable Housing Units, exceed an amount which would result in more than or more than the equivalent of 50% (fifty per cent) of the Residential Units in the Development (the “**Affordable**

Housing Target") being provided as Affordable Housing by way of the Affordable Housing Units, the Additional Affordable Housing Units and/or Additional Affordable Housing Contributions or any combination of them and nothing in this Deed shall be construed or operated so as to require otherwise.

- 8.2. For the avoidance of doubt, any Additional Affordable Housing Units and Additional Affordable Housing Contributions agreed or determined pursuant to a Viability Review which when taken together with the Affordable Housing Units, Additional Affordable Housing Units and Additional Affordable Housing Contributions agreed or determined pursuant to previous Viability Reviews would result in the Affordable Housing Target being exceeded, may only be applied to the provision of Additional Affordable Housing Units and/or payment of an Additional Affordable Housing Contribution to the extent and in such proportion that the target is not exceeded.
- 8.3. If and from the date that Affordable Housing delivered by the Development meets the Affordable Housing Target no further Viability Reviews shall be required to be carried out.

9. PUBLIC SUBSIDY

- 9.1. Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any Surplus Profit that is to be retained by the Owner following a Viability Review.
- 9.2. From Commencement to Practical Completion of the Development, the Owner shall use Reasonable Endeavours to pursue and secure all Public Subsidy that is potentially available for the Development and, if secured, apply the Public Subsidy in accordance with the terms on which the Public Subsidy has been given to the Owner.
- 9.3. On each anniversary of the Commencement Date until Practical Completion of the Development, the Owner shall report to the Council in writing on an annual basis regarding compliance with paragraph 9.2 above, and such reports shall include (but not be limited to) evidence of the Public Subsidy that has been available in the market during that year and the steps taken by the Owner to pursue and secure such Public Subsidy, including any enquiries, approaches and applications made, and correspondence and meetings held, in relation to such Public Subsidy.
- 9.4. Without prejudice to the generality of the foregoing provisions of this paragraph 9, from the date of this Deed until the date of Commencement of the final Phase of the Development to be Commenced (the "**GLA Funding Period**"), the Owner shall use Reasonable Endeavours to obtain GLA Funding and where such funding is offered to the Owner by the GLA during the GLA Funding Period (whether in response to the Owner's Reasonable Endeavours to obtain it or otherwise) the Owner will accept such funding and enter into a funding agreement with the GLA accordingly PROVIDED THAT in the event that any such funding agreement contains terms which are not GLA Funding Standard Terms and the Owner considers such terms to be unacceptable to the Owner then the Owner shall serve notice on the Council accordingly together with full reasons why the terms are unacceptable and in the event the GLA does not

withdraw such terms the Owner shall not be obliged to enter into the funding agreement with the GLA.

9.5. The Owner shall notify the Council:

9.5.1. of any offer of GLA Funding received by the Owner and the amount thereof; and

9.5.2. of the date of completion of any agreement with the GLA in relation to the GLA Funding

in each case no later than 10 Working Days after any such offer is received by the Owner or such agreement is entered into.

9.6. Subject to the terms and conditions of any agreement with the GLA in relation to the GLA Funding, any GLA Funding received by the Owner shall be ring-fenced for and shall not be used other than for delivery of Additional Affordable Housing Units within the Development.

9.7. The Owner shall accompany any notice under paragraph [9.5.1] with an Additional Affordable Housing Statement in relation to the Additional Affordable Housing Units to be provided using the relevant GLA Funding for the Council's approval.

9.8. The Owner and the Council agree that they shall both act reasonably in agreeing the Additional Affordable Housing Statement and the Council shall have due regard to the terms of GLA Funding when considering the submitted Additional Affordable Housing Statement and if the Council has not approved the Additional Affordable Housing Statement within 20 Working Days of receipt by the Council of the Additional Affordable Housing Statement either party may refer the matter for determination pursuant to clause 13 of this Deed.

9.9. Where the Owner enters into a funding agreement in relation to any GLA Funding in accordance with paragraph 9.4 above, then, unless otherwise agreed with the Council, paragraph 5 above shall apply in relation to the Additional Affordable Housing Units to which that GLA Funding applies, as identified in the relevant Additional Affordable Housing Statement as approved or determined pursuant to paragraph 9.8.

9.10. Paragraph 9.11 shall apply where as a result of any funding agreement or agreements entered into in relation to any GLA Funding the total amount of Additional Affordable Housing Units as identified in approved Additional Affordable Housing Statement(s) submitted under paragraph 9.8 is equal to or greater than 11.9% (eleven point nine per cent) of the Residential Units (by Habitable Room) within the Development.

9.11. Where this paragraph 9.11 applies, with effect from the date of approval of the relevant Additional Affordable Housing Statement(s) submitted under paragraph 9.8, the Target Return for the purposes of any subsequent Viability Reviews shall be a target profit of 15% (fifteen per cent) IRR.

10. MONITORING

10.1. The Parties acknowledge and agree that as soon as reasonably practicable after each of the approval of each Additional Affordable Housing Statement pursuant to paragraph 4 above or, if an Additional Affordable Housing Statement is not required by the Council, the conclusion of the assessment under paragraph 3.4 above the Council shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):-

10.1.1. the number and tenure of the Additional Affordable Housing Units (if any) by unit numbers and by Habitable Room;

10.1.2. any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and by Habitable Room; and

10.1.3. the amount of any Additional Affordable Housing Contribution (if applicable) payable pursuant to paragraph 4 above.

PART 4

LOCAL LABOUR

1. The Parties agree that it is important to ensure the benefits of the construction and operation of the Development are realised in terms of the development, support and sustainability of local labour.
2. It is the responsibility of the Owner to ensure that all targets and the requirements as set out in this Part 4 of Schedule 4 are included in any procurement, contracts, tenancies and discharged to all contractors, subcontractors, end users and labour agencies (recruitment agencies) in accordance with the obligations in this Part 4 of Schedule 4.
3. The Owner covenants with the Council to:-

Employment and Skills Contribution

Instalment 1

- 3.1. pay the Employment and Skills Contribution (Instalment 1) to the Council on or prior to Commencement of Phase 1;

Instalment 2

- 3.2. pay the Employment and Skills Contribution (Instalment 2) to the Council prior to Commencement of Phase 2;
- 3.3. not Commence or cause or permit Commencement of Phase 2 unless and until the Employment and Skills Contribution (Instalment 2) has been paid to the Council;

Instalment 3

- 3.4. pay the Employment and Skills Contribution (Instalment 3) to the Council prior to Commencement of Phase 3;
- 3.5. not Commence or cause or permit Commencement of Phase 3 unless and until the Employment and Skills Contribution (Instalment 3) has been paid to the Council;

Instalment 4

- 3.6. pay the Employment and Skills Contribution (Instalment 4) to the Council prior to Commencement of Phase 4;
- 3.7. not Commence or cause or permit Commencement of Phase 4 unless and until the Employment and Skills Contribution (Instalment 4) has been paid to the Council;

Instalment 5

- 3.8. pay the Employment and Skills Contribution (Instalment 5) to the Council prior to Commencement of Phase 5;
- 3.9. not Commence or cause or permit Commencement of Phase 5 unless and until the Employment and Skills Contribution (Instalment 5) has been paid to the Council;

End Use Contribution

- 3.10. calculate and submit (with supporting written evidence) to the Council for its written approval the End Use Contribution for each Phase of the Development containing Non-Residential Floorspace with the first Reserved Matters Application for that Phase;

- 3.11. not to submit or cause or permit submission of the first Reserved Matters Application for each Phase of the Development containing Non-Residential Floorspace unless accompanied by a calculation (with supporting written evidence) of the End Use Contribution for that Phase;
- 3.12. to pay the approved End Use Contribution for each Phase of the Development prior to Occupation of that Phase;

Employment Strategy

- 3.13. prior to commencement of the Above Ground Works for Phase 1 of the Development, submit the Employment Strategy to the Council for its written approval;
- 3.14. not commence or cause or permit commencement of the Above Ground Works for Phase 1 of the Development unless and until the Employment Strategy has been approved in writing by the Council;
- 3.15. submit an updated Employment Strategy to the Council for its written approval at the same time as submission of the first Reserved Matters Application for each subsequent Phase of the Development containing Non-Residential Floorspace;
- 3.16. not to submit or cause or permit submission of any Reserved Matters Application for each subsequent Phase of the Development containing Non-Residential Floorspace unless accompanied by an updated Employment Strategy;
- 3.17. not to Commence or cause or permit Commencement of each subsequent Phase of the Development containing Non-Residential Floorspace unless and until the relevant updated Employment Strategy has been approved by the Council in writing;
- 3.18. unless otherwise agreed in writing with the Council, thereafter deliver the Non-Residential Floorspace within the Development in accordance with the latest approved Employment Strategy for the lifetime of the Development;

Employment Targets

- 3.19. set up an inception meeting at least three (3) months before Commencement of the Development with Our Newham Work to provide for the effective delivery of the requirements of the local labour provisions;
- 3.20. use Reasonable Endeavours to achieve the following targets in the recruitment of Local Residents to jobs and Apprenticeships in the construction and operation of the Development:-
 - 3.20.1. 35% (thirty-five per cent) of jobs in the Construction Phase;
 - 3.20.2. 50% (fifty per cent) employment of Local Residents in the End Use Phase; and
 - 3.20.3. 1 (one) new start Apprentice (Local Resident) per £5,000,000 (five million pounds) of total construction contract value in the Construction Phase;
- 3.21. ensure the targets in paragraph 3.19 above are included in the Owner's supplier and contractor and subcontractor contracts;
- 3.22. support the Council as a London Living Wage employer in paying staff;
- 3.23. contribute to creating a fair deal for the Borough's workers by supporting the Council's Community Wealth Building Agenda and by signing up to the Council's Community Wealth Building Pledge;

Local Labour (Construction Phase)

- 3.24. During the Construction Phase, ensure that recruitment shall occur through the following processes:-
- 3.24.1. to provide prior notice to the Council's provider Our Newham Work of the Development's quantum and range of job and Apprenticeship opportunities as soon as the information is available;
 - 3.24.2. to work with the Council's provider Our Newham Work to agree which jobs and Apprenticeships/internships/opportunities for summer placements for undergraduates and work experience opportunities shall be promoted and/or filled (as applicable) by Our Newham Work (e.g. labouring, plant operations, general working at heights, security etc) and which jobs are specialist and recruited elsewhere and thereafter to place individuals accordingly;
 - 3.24.3. once agreed, all appropriate job and Apprenticeships/internships/ opportunities for summer placements for undergraduates and work experience vacancies and opportunities shall be placed with Our Newham Work ensuring the vacancy/opportunity is provided with full details of pay/ skills/ experience/ qualifications required;
 - 3.24.4. ensure that all existing staff and all new vacancies recruited via the Owner and their supply chain are paid at the London Living Wage and which is reviewed each year in October at a minimum;
 - 3.24.5. the Owner shall work with Our Newham Work to identify and develop appropriate training to prepare residents for job opportunities which will become available in relation to Commencement of the Development; and
 - 3.24.6. to provide feedback to Our Newham Work for all unsuccessful candidates referred for jobs;
- 3.25. During the Construction Phase, provide a named officer on behalf of the Owner who shall liaise with Our Newham Work and facilitate regular meeting slots for onsite meetings to enable Our Newham Work to promote their service to onsite contractors;
- 3.26. During the Construction Phase, allow Our Newham Work (subject to giving reasonable prior written notice) to have regular presence on the Site and to facilitate regular meeting slots to enable Our Newham Work to promote their service to on-Site contractors;
- 3.27. During the Construction Phase, use Reasonable Endeavours to achieve the target of 35% (thirty-five per cent) of the Construction Phase workforce comprising Local Residents which should aim to consist of:-
- 3.27.1. 30% (thirty per cent) from BAME communities;
 - 3.27.2. 10% (ten per cent) women; and
 - 3.27.3. 5% (five per cent) people with declared disabilities;
 - 3.27.4. a minimum of two (2) internship position (paid the London Living Wage at a minimum) per year of the Construction Phase, counted from the Commencement Date and on each anniversary of the Commencement Date until Practical Completion of the Development to last no less than three (3) months and to be created for and targeted towards young people (eighteen to thirty (18-30) years old) who are under-represented in construction and the built environment careers (currently BAME, women and people with disabilities) and who are working towards a professional qualification in areas such as architecture, planning, design and construction management;

Local Labour (End Use Phase)

- 3.28. During the End Use Phase, ensure that recruitment shall occur through the following processes within the Development:-
- 3.28.1. to provide prior notice to the Council's provider Our Newham Work of the Practically Completed Development's quantum and range of job and Apprenticeship opportunities as soon as the information is available;
 - 3.28.2. to work with the Council's provider Our Newham Work to agree which jobs and Apprenticeships/internships/summer placements for undergraduates and work experience opportunities shall be filled and/or promoted (as applicable) by Our Newham Work and which jobs are specialist and recruited elsewhere and thereafter to place individuals accordingly;
 - 3.28.3. once agreed, all appropriate job and Apprenticeship/Internship/summer placement for undergraduates and work experience vacancies and opportunities shall be placed with Our Newham Work ensuring the vacancy/opportunity is provided with full details of pay/skills/experience/qualifications required;
 - 3.28.4. ensure that all existing staff and all new vacancies recruited to via the Owner and their supply chain are paid at the London Living Wage and which is reviewed each year in October at a minimum;
 - 3.28.5. the Owner shall work with Our Newham Work to identify and develop appropriate training to prepare residents for job opportunities which will become available in relation to the End Use Phase; and
 - 3.28.6. to provide feedback to Our Newham Work for all unsuccessful candidates referred for jobs;
- 3.29. During the End Use Phase, provide a named officer on behalf of the Owner who shall liaise with Our Newham Work and facilitate regular meeting slots for onsite meetings to enable Our Newham Work to promote their service to onsite businesses;
- 3.30. During the End Use Phase, use Reasonable Endeavours to ensure that the operational workforce comprises 50% (fifty per cent) Local Residents which is to consist of:-
- 3.30.1. 50% (fifty per cent) from BAME communities;
 - 3.30.2. 50% (fifty per cent) women; and
 - 3.30.3. 5% (five per cent) people with declared disabilities;
- 3.31. During the End Use Phase, to provide a minimum of two (2) internship position (paid the London Living Wage at a minimum) per year of the End Use Phase to last no less than six (6) months and to be created for and targeted towards young people (eighteen to thirty (18-30) years old) who are under-represented in the real estate and alternative residential sector (currently BAME, women and people with disabilities);

Community Wealth Building Pledge

- 3.32. Development partners and their supply chains are encouraged to sign up to the Mayor of Newham's Community Wealth Building Pledge;
- 3.33. The pledge is a formal, yet voluntary, commitment from organisations across the Borough to make decisions and take actions that tangibly demonstrate their support for the Community

Wealth Building agenda. Businesses and organisations who support the pledge will gain one of the three statuses listed below:-

- 3.33.1. Community Wealth Building Signatories – status awarded to those who support the principles outlined in the Community Wealth Building Strategy and are committed to working towards them. Those who sign up to be Signatories are making a commitment to achieve champion status in the future;
- 3.33.2. Community Wealth Building Partners – status awarded to those who have demonstrated their commitment to community wealth building by delivering on a suitable selection of criteria as outlined in the pledge; and
- 3.33.3. Community Wealth Building Champions – status awarded to those who, having already achieved Partner status, continue to evolve, innovate and achieve community wealth building goals, serving as ambassadors for the community wealth building agenda, or applications for partner status that are considered outstanding;

3.34. Further details about the Community Wealth Building pledge and how you can sign up can be found at:- <https://www.newham.gov.uk/coronavirus-covid-19/support-businesses/15>;

Apprenticeships (Construction Phase)

- 3.35. During the Construction Phase, ensure any Apprentices are employed and undertaking a nationally recognised standard qualification during the Apprenticeship;
- 3.36. In the event that packages of works relevant to Apprentices are completed in less time than it would take to complete a formal Apprenticeship of ten to twelve (10-12) months, to discuss and agree with the Council's Inclusive Economy Team how any Apprenticeships will proceed with regard to the following options during the project inception meeting(s):-
 - 3.36.1. Option A:- if the Development has the potential to ensure that the candidate will be on site for a period where a candidate shall be able to complete a formal Apprenticeship; or
 - 3.36.2. Option B:- if the Development is delivered over more than a single phase and there is the ability to move candidates onto phase 2 and so forth to complete the Apprenticeship; or
 - 3.36.3. Option C:- in the event where the Development will be delivered in a timescale which makes it unreasonable for candidates to complete a formal Apprenticeship/standard, the Owner shall have the option to employ one (1) trainee for twelve (12) months or two (2) trainees for a minimum of six (6) months each per Apprenticeship not being filled;
- 3.37. The reasons for variation from the Apprenticeships offer will need to be clearly stated in writing and approved by the Council's Inclusive Economy Team in writing prior to Commencement of the Development;

Supply Chain Opportunities for Newham Businesses

- 3.37. To use Reasonable Endeavours to promote the use of local supply chain opportunities created by the Development for businesses located and/or operating within the Borough;
- 3.38. During the Construction Phase, in respect of supply chain opportunities to provide the Council with the following (to the extent that it would be lawful and not a breach of any data protection laws for the Owner to provide this information and provided that the Owner may redact any commercially sensitive information):-
 - 3.38.1. advance notice of the quantum and range of supply chain opportunities arising from Commencement of the Development to enable Council officers to alert Local Businesses to the forthcoming opportunities;

- 3.38.2. a named officer for liaison meeting to facilitate the above;
- 3.38.3. information on the number of contractors being used on the Site and details of those based in the Borough and such information to include:-
 - 1. the name and postcode of contractor/supplier;
 - 2. the services(s) supplied (trades and material e.g. concrete frame, painting and decoration, concrete, timber, waste removal, supply of catering); and
 - 3. value of contract or spend;

Monitoring of Employment and Local Supply Chain (Construction Phase)

- 3.39. During the Construction Phase, monitor and produce quarterly monitoring reports to ensure that the Construction Phase targets and obligations are being actively worked towards and adhered to, working with Our Newham Work, to be sent to the Council's nominated officer in a form advised by the Council for matters set out in this Part 4 of Schedule 4 during the Construction Phase;
- 3.40. During the Construction Phase, provide Our Newham Work with quarterly monitoring information detailed below:-
 - 3.40.1. the overall number of local supply chain opportunities created by the Development for businesses located and/or operating within the Borough and the overall number of Local Businesses supplying services in relation to the Development;
 - 3.40.2. overall number of people employed on the Site;
 - 3.40.3. number and percentage of Local Residents employed on the Site;
 - 3.40.4. Newham residents' data to include the following (based on residents supplying the information on an informed and voluntary basis):-
 - 3.40.4.1. length of residency in Newham:-
 - 3.40.4.2. less than six (6) months;
 - 3.40.4.3. six to twelve (6-12) months;
 - 3.40.4.4. one to five (1-5) years;
 - 3.40.4.5. five plus (5+) years;
 - 3.40.4.6. ethnicity;
 - 3.40.4.7. gender; and
 - 3.40.4.8. disability,

PROVIDED THAT this information is provided voluntarily by the Local Residents concerned and that such obligation shall not be required where it would be unlawful for the Owner to provide or process it, except where a recognised exemption justified the collection of the information by the Council;

Monitoring of Employment (End Use Phase)

- 3.41. During the End Use Phase, monitor and produce monitoring reports to ensure that the End Use Phase targets and obligations are being actively worked towards and adhered to, working

with Our Newham Work, to be sent to the Council's nominated officer in a form advised by the Council for matters set out in this Part 4 of Schedule 4 during the End Use Phase at the following intervals:-

- 3.41.1. three (3) months from the date of Occupation of the Development;
- 3.41.2. six (6) months from the date of Occupation of the Development;
- 3.41.3. twelve (12) months from the date of Occupation of the Development; and
- 3.41.4. then every twelve (12) months to the end of the End Use Phase.

Construction Phase Education Commitments for Young People

- 3.42. At least three (3) months prior to Commencement of the Development to submit to the Council the Education Commitments Plan for the Construction Phase for the delivery of education-related benefits to local schools and colleges which arise from the Development for the Council's comment and approval;
- 3.43. Unless otherwise agreed with the Council in writing, not to Commence or cause or permit Commencement of the Development unless and until the Education Commitments Plan for the Construction Phase has been approved by the Council in writing;
- 3.44. Thereafter implement the approved Education Commitments Plan for the Construction Phase during the Construction Phase and the Owner shall work with all contractors and sub-contractors to:-
 - 3.44.1. build links with local schools and colleges in the regeneration area to enhance young people's awareness of the world of business and future employment;
 - 3.44.2. help young people to realise the relevance of education and training, and thereby to engage in learning, to achieve and to take up learning and training opportunities through to nineteen (19) years of age;
 - 3.44.3. establish links with Newham education partners (schools, colleges, universities) where facilitated by Our Newham Work during the Construction Phase of the Development;
 - 3.44.4. contribute to Our Newham Work work-programmes with schools, colleges and universities around careers information, education and guidance, work-related learning, enterprise education and mentoring during the Construction Phase of the Development; and
 - 3.44.5. provide work-based learning opportunities, including where possible, Apprenticeship opportunities for young people sixteen to thirty (16-30) years old during the Construction Phase of the Development.

End Use Phase Education Commitments for Young People

- 3.45. At least three (3) months prior to Occupation of the Development to submit to the Council the Education Commitments Plan for the End Use Phase for the delivery of education-related benefits to local schools and colleges which arise from the Development for the Council's comment and approval;
- 3.46. Unless otherwise agreed with the Council in writing, not to First Occupy or cause or permit First Occupation of the Development unless and until the Education Commitments Plan for the End Use Phase has been submitted to and approved by the Council in writing;

3.47. Thereafter implement the approved Education Commitments Plan for the End Use Phase for until at least the expiry of the End Use Phase and the Owner shall work with all contractors and sub-contractors to:-

- 3.47.1. build links with local schools and colleges in the regeneration area to enhance young people's awareness of the world of business and future employment;
- 3.47.2. help young people to realise the relevance of education and training, and thereby to engage in learning, to achieve and to take up learning and training opportunities through to nineteen (19) years of age;
- 3.47.3. establish links with Newham education partners (schools, colleges, universities) where facilitated by Our Newham Work during the End Use Phase of the Development;
- 3.47.4. contribute to Our Newham Work work-programmes with schools, colleges and universities around Careers Information, Education and Guidance, work-related learning, enterprise education and mentoring during the End Use Phase of the Development; and
- 3.47.5. provide work-based learning opportunities, including where possible, Apprenticeship opportunities for young people sixteen to thirty (16-30) years old during the End Use Phase of the Development.

PART 5

PUBLIC REALM, PUBLIC ROUTES AND ARMADA WAY UPGRADE

1. PUBLIC REALM AND PUBLIC ROUTES

The Owner covenants with the Council as follows:-

- 1.1. no less than six (6) months prior to First Occupation of any part of Phase 1 of the Development, to submit to the Council for its written approval the Public Realm and Public Routes Management Plan prepared in accordance with paragraph 1.7 below;
- 1.2. not to First Occupy or cause or permit First Occupation of any part of Phase 1 of the Development unless and until the Council has approved the Public Realm and Public Routes Management Plan in writing;
- 1.3. prior to First Occupation of a Building, to construct and Practically Complete the Public Realm and Public Routes serving that Building in accordance with the Planning Permission, any relevant Reserved Matters Approvals, the Public Realm and Public Routes Phasing Plan and the approved Public Realm and Public Routes Specification;
- 1.4. not to First Occupy or cause or permit First Occupation of a Building unless and until the Public Realm and Public Routes serving that Building have been Practically Completed in accordance with paragraph 1.3 above and made available for use by the public to the reasonable satisfaction of the Council confirmed in writing;
- 1.5. prior to Occupation of more than 60% of the Residential Units in the last Building in a Phase, to construct and Practically Complete the Public Realm and Public Routes within the relevant Phase in accordance with the Planning Permission, any relevant Reserved Matters Approvals and the approved Public Realm and Public Routes Specification;
- 1.6. unless otherwise agreed with the Council in writing, not to Occupy or cause or permit Occupation of more than 60% (sixty per cent) of the Residential Units in the last Building in a Phase unless and until the Public Realm and Public Routes for the relevant Phase has been Practically Completed in accordance with paragraph 1.5 above;

- 1.7. the Public Realm and Public Routes Management Plan shall include (but is not limited to) measures to:-
 - 1.7.1. cleanse, retain, maintain and keep in good repair and working order the lighting, drainage, furniture and structures, hard and soft landscaping of the Public Realm and Public Routes which have been approved by the Council in writing;
 - 1.7.2. keep the Public Realm and Public Routes unobstructed (save for structures or items of furniture which may be approved by the Council in writing);
 - 1.7.3. keep the Public Realm and Public Routes open to the public free of charge for access and use in accordance with the provisions of paragraph 1.8.2 below;
 - 1.7.4. keep the Public Realm and Public Routes properly insured and in the event of damage, pay out any insurance payments on making good such damage; and
 - 1.7.5. maintain full insurance against all third party public liability claims in relation to the Public Realm and Public Routes in a sum of not less than £10,000,000 (ten million pounds) in respect of any one claim;
- 1.8. Following the opening to the public of the Public Realm and Public Routes or a part thereof within a Phase of the Development, to thereafter for the lifetime of the Development in relation to that Public Realm or Public Route or part that is open:-
 - 1.8.1. implement and comply with the approved Public Realm and Public Routes Management Plan (as may be updated from time to time by written agreement with the Council) to manage and maintain the Public Realm and Public Routes in accordance with the approved Public Realm and Public Routes Management Plan;
 - 1.8.2. subject to sub-paragraph 1.9 below, keep unobstructed and unrestricted public access (pedestrian and cycle only) to the Public Realm and Public Routes subject to such reasonable regulations as the Owner may implement from time to time (such regulations not to be implemented unless and until agreed by the Council in writing provided that it is acknowledged that such regulations may be specified within and by approval of the Public Realm and Public Routes Management Plan) free of charge twenty four (24) hours a day every day throughout the calendar year and not to use the Public Realm or Public Routes other than as Public Realm or Public Routes respectively for the lifetime of the Development; and
- 1.9. the Public Realm or Public Routes may be temporarily closed to the public:-
 - 1.9.1. in the case of an emergency, danger or risk of injury or damage to the public or due to a Force Majeure Event provided that the Public Realm or Public Routes or relevant parts thereof shall only remain closed for the minimum period necessary to address the emergency, danger or risk of injury or damage to the public or Force Majeure Event; and
 - 1.9.2. where sub-paragraph 1.9.1 does not apply, in the following cases subject to providing the Council and Occupiers of the Development with at least ten (10) Working Days prior written notice of such closure:-
 - 1.9.2.1. for the purposes of repair, maintenance, inspection, decoration, cleaning, resurfacing, replacement or alterations to any services/utilities installations, equipment, building or land in or abutting the Public Realm or Public Routes provided that that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than forty-eight (48) hours without the prior written approval of the Council;

- 1.9.2.2. for any other reason and for such specific temporary closure timeframe which has the prior written approval of the Council which will be at the Council's absolute and sole discretion to give; and
 - 1.9.2.3. a temporary closure for one (1) day a year to prevent public or private rights from coming into being over any part of the Public Realm and Public Routes by means of prescription or other process of law;
- 1.10. the Council by its officers, workmen or agents will be allowed reasonable access at reasonable times to the Public Realm and Public Routes in order to ensure that the provisions of this paragraph 1 of Part 5 of Schedule 4 are being complied with and in the event of there being a breach by the Owner of any of its obligations the Council may serve a default notice upon the Owner requiring any breach to be remedied within a period of no less than twenty (20) Working Days from the date of the said notice (or such lesser period as the Council reasonably specifies in an emergency) and the Owner shall remedy the breach accordingly to the reasonable satisfaction of the Council confirmed in writing; and
- 1.11. in the event of closure of any part(s) of the Public Realm or Public Routes by reason of emergency, danger or risk of injury or damage to the public or Force Majeure Event (whether at the Council's request or otherwise), the Owner shall promptly take all steps as are reasonably necessary to remove or overcome the emergency, danger or risk of injury or damage to the public failing or Force Majeure Event failing which the Council may enter the Site and undertake such steps and recover the costs of doing so from the Owner.
- 1.12. It is hereby acknowledged by the Owner and the Council that, unless otherwise agreed in writing by both parties, the Public Realm and Public Routes shall at all times remain private land and shall not become public highway or public open space.

2. ARMADA WAY UPGRADE (SITE)

The Owner covenants with the Council as follows:-

- 2.1. no less than six (6) months prior to First Occupation of any part of Phase 1 of the Development, to submit to the Council for its written approval the Armada Way Management Plan prepared in accordance with paragraph 2.3 below;
- 2.2. not to First Occupy or cause or permit First Occupation of any part of Phase 1 of the Development unless and until the Council has approved the Armada Way Management Plan in writing;
- 2.3. the Armada Way Management Plan shall include (but is not limited to) measures to:-
 - 2.3.1. cleanse, retain, maintain and keep in good repair and working order the lighting, drainage, furniture and structures, hard and soft landscaping of the Armada Way Upgrade (Site) which have been approved by the Council in writing;
 - 2.3.2. keep the Armada Way Upgrade (Site) unobstructed (save for structures or items of furniture which may be approved by the Council in writing);
 - 2.3.3. keep the Armada Way Upgrade (Site) open to the public free of charge for access and use in accordance with the provisions of paragraph 2.7 below;
 - 2.3.4. keep the Armada Way Upgrade (Site) properly insured and in the event of damage, pay out any insurance payments on making good such damage; and
 - 2.3.5. maintain full insurance against all third party public liability claims in relation to the Armada Way Upgrade (Site) in a sum of not less than £10,000,000 (ten million pounds) in respect of any one claim;

- 2.4. to construct and Practically Complete the Armada Way Upgrade in accordance with the latest approved Armada Way Phasing Plan and the approved Armada Way Specification;
- 2.5. prior to Occupation of any Building within Phase 1 of the Development, to construct and Practically Complete the Armada Way Part 1 Works as detailed on the Armada Way Phasing Plan;
- 2.6. prior to Occupation of any Building within Phase 2 of the Development, to construct and Practically Complete the Armada Way Part 2 Works as detailed on the Armada Way Phasing Plan;
- 2.7. not to Occupy or cause or permit Occupation of any Building within Phase 2 of the Development unless and until the entirety of the Armada Way Upgrade has been Practically Completed in accordance with paragraphs 2.4 to 2.6 above and made available for use by the public to the reasonable satisfaction of the Council confirmed in writing;
- 2.8. following the opening of the area of Armada Way Upgrade (Site) or part thereof to the public pursuant to the Armada Way Phasing Plan, to thereafter for the lifetime of the Development implement and comply with the approved Armada Way Management Plan (as may be updated from time to time by written agreement with the Council) to manage and maintain the Armada Way Upgrade (Site) in accordance with the approved Armada Way Management Plan;
- 2.9. not to use the Armada Way Upgrade (Site) other than as part of the Armada Way Upgrade in accordance with the Armada Way Management Plan for the lifetime of the Development;
- 2.10. subject to sub-paragraph 2.11 below, keep unobstructed and unrestricted public access (pedestrian and cycle only) to the Armada Way Upgrade (Site) subject to such reasonable regulations as the Owner may implement from time to time (such regulations not to be implemented unless and until agreed by the Council in writing provided that it is acknowledged that such regulations may be specified within and by approval the Armada Way Management Plan) free of charge twenty four (24) hours a day every day throughout the calendar year;
- 2.11. the Armada Way Upgrade (Site) may be temporarily closed to the public:-
 - (a) in the case of an emergency, danger or risk of injury or damage to the public or due to a Force Majeure Event provided that the Armada Way Upgrade (Site) or relevant parts thereof shall only remain closed for the minimum period necessary to address the emergency, danger or risk of injury or damage to the public or Force Majeure Event; and
 - (b) where sub-paragraph (a) does not apply, in the following cases subject to providing the Council and Occupiers of the Development with at least ten (10) Working Days prior written notice of such closure:-
 - (c) for the purposes of repair, maintenance, inspection, decoration, cleaning, resurfacing, replacement or alterations to any services/utilities installations, equipment, building or land in or abutting the Armada Way Upgrade (Site) provided that that any works under this sub-paragraph (c) shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than forty-eight (48) hours without the prior written approval of the Council;
 - (d) for any other reason and for such specific temporary closure timeframe which has the prior written approval of the Council which will be at the Council's absolute and sole discretion to give; and
 - (e) a temporary closure for one (1) day a year to prevent public or private rights from coming into being by means of prescription or other process of law;
- 2.12. the Council by its officers workmen or agents will be allowed reasonable access at reasonable times to the Armada Way Upgrade (Site) in order to ensure that the provisions of this paragraph 2 of Part 5 of Schedule 4 are being complied with and in the event of there being a

breach by the Owner of any of its obligations the Council may serve a default notice upon the Owner requiring any breach to be remedied within a period of no less than twenty (20) Working Days from the date of the said notice (or such lesser period as the Council reasonably specifies in an emergency) and the Owner shall remedy the breach accordingly to the reasonable satisfaction of the Council confirmed in writing; and

- 2.13. in the event of closure of any part(s) of the Armada Way Upgrade (Site) by reason of emergency, danger or risk of injury or damage to the public or Force Majeure Event (whether at the Council's request or otherwise), the Owner shall promptly take all steps as are reasonably necessary to remove or overcome the emergency, danger or risk of injury or damage to the public failing or Force Majeure Event failing which the Council may enter the Site and undertake such steps and recover the costs of doing so from the Owner.
- 2.14. It is hereby acknowledged by the Owner and the Council that, unless otherwise agreed in writing by both parties, the Armada Way Upgrade (Site) shall at all times remain private land and shall not become public highway or public open space unless the Owner and the Council agree to enter into an agreement made pursuant to Section 38 of the 1980 Act in order for the Owner to dedicate and the Council to adopt all or part of the Armada Way Upgrade (Site);
- 2.15. In the event that the Owner and the Council enter into an agreement made pursuant to Section 38 of the 1980 Act in order for the Owner to dedicate and the Council to adopt all or part of the Armada Way Upgrade (Site), then the provisions of paragraphs [2.8 to 2.13] of this Part 5 of Schedule 4 shall cease to apply to the adopted part(s) of the Armada Way Upgrade (Site) following such adoption and the Owner shall submit an updated version of Plan [6] to the Council for approval.

PART 6

CONNECTIVITY

The Owner covenants with the Council as follows:-

1. RIVERBUS SAFEGUARDING

- 1.1. unless otherwise agreed in writing by the Council, from the grant of the Planning Permission for the lifetime of the Development:

1.1.1. not to do or permit anything on the Riverbus Safeguarded Land which would constrain the future delivery of a Riverbus Pier within the Site and a subsequent Riverbus service PROVIDED THAT it is agreed that the delivery and operation of the Development will not constrain the future delivery of a Riverbus Pier within the Site and a subsequent Riverbus service;

1.1.2. ensure that the Development is carried out so as to accommodate the provision of as Riverbus Pier on the Riverbus Safeguarded Land and in so doing shall:

1.1.2.1. ensure the electricity, mains water, foul water and telecommunications connections necessary for the provision of a Riverbus Pier are provided to the boundary of the Riverbus Safeguarded Land;

1.1.2.2. provide to TfL no less than 6 months' notice of the anticipated date that the said site will be available to a Riverbus service provider to install the Riverbus Pier

AND FOR THE AVOIDANCE OF DOUBT the Riverbus service provider will be responsible for the provision and delivery of the necessary electricity, mains water and telecommunications connections for the use of the Riverbus Pier and it shall be for the Riverbus service provider to make good the Riverbus Safeguarded Land once the Riverbus Pier has been installed.

- 1.1.3. If during the lifetime of the Development, the Owner is notified by TfL or a Riverbus service provider that a Riverbus Pier will be provided within the Riverbus Safeguarded Area, the Owner:

1.1.3.1. shall within 12 months of the Owner's receipt of such notice ensure that the Riverbus Safeguarded Area is clear and a level site with the ability for connections to be made at its boundary to electricity, mains water, foul water and telecommunications services in accordance with paragraph 1.1.2.1 above;

1.1.3.2. shall within 20 Working Days of the Owner complying with its obligations in sub-paragraph 1.1.3.1 above:

1.1.3.2.1. offer to grant to, and use Reasonable Endeavours to enter into with, a Riverbus service provider such lease of some or all of the Riverbus Safeguarded Area as is reasonably required at nil consideration and at a peppercorn rent with no service charge or other charges payable by the Riverbus service provider and any other approvals or consents from the Owner reasonably required in order for a Riverbus Pier to be constructed and then operated for the purpose of a Riverbus service by or on behalf of a Riverbus service provider (including rights of access and the right to erect and maintain a work compound) and used by the general public; and

1.1.3.2.2. allow the Riverbus service provider or its agents access at reasonable times with or without machinery plant or vehicles onto such parts of the Site

as is necessary to enable the installation of a Riverbus Pier within the Riverbus Safeguarded Area;

- 1.1.4. Immediately upon service of notice by the Riverbus Service Provider on the Owner of the completion of a Riverbus Pier within the Riverbus Safeguarded Area, the Owner shall permit public access to the Riverbus Pier from and across the Site 24 hours a day free-of-charge in perpetuity

2. ARMADA GREENWAY

- 2.1. subject to paragraph 2.3, below, from the grant of the Planning Permission to use Reasonable Endeavours to liaise with the owner of the GLA Land to secure the delivery of the Armada Greenway by the owner of the GLA Land and at no cost to the Owner.
- 2.2. subject to paragraph 2.3 below, to provide to the Council a written statement every six months summarising the efforts taken by the Owner pursuant to paragraph 2.1.
- 2.3. if, prior to Commencement of Phase 1 of the Development, the works to deliver the Armada Greenway have not been Commenced the Owner shall submit the Armada Greenway Interim Plan to the Council for approval and following such approval the obligations on the Owner in paragraphs 2.1 and 2.2 shall fall away.
- 2.4. unless otherwise agreed in writing by the Council, following approval of the Armada Greenway Interim Plan, the Owner shall:
- 2.4.1. use Reasonable Endeavours to obtain and secure: (i) all required planning and other statutory approvals; and (ii) all necessary consents and property rights from the owner of the GLA Land, as are required for the purposes of carrying out and maintaining the Armada Greenway Interim Works in accordance with the approved Armada Greenway Interim Plan (including rights for members of the public sufficient to enable them to pass and re-pass along the Armada Greenway Interim Area on foot and cycle only, providing access between the Development and Atlantis Avenue and Armada Way) (the “**Armada Greenway Necessary Rights**”);
- 2.4.2. subject to the Owner having obtained all Armada Greenway Necessary Rights: (i) not Occupy Phase 1 of the Development until it has Practically Completed the Armada Greenway Interim Works in accordance with the latest approved Armada Greenway Interim Plan to the Council's written satisfaction; and (ii) following Practical Completion of the Armada Greenway Interim Works thereafter maintain them in accordance with the Armada Greenway Interim Plan unless and until the Armada Greenway Interim Works become adopted highway or are redeveloped by the owner of the GLA Land under a subsequent planning permission;
- 2.4.3. where, notwithstanding the Owner having used all Reasonable Endeavours to obtain all Armada Greenway Necessary Rights (and evidence of the same having been provided to the Council which demonstrates to the Council's reasonable satisfaction that the Owner has used Reasonable Endeavours to obtain all Armada Greenway Necessary Rights), the Owner has not been able to secure all Armada Greenway Necessary Consents prior to First Occupation of Phase 1 then paragraph 2.4.2 shall be of no further effect PROVIDED THAT the Owner shall continue to use Reasonable Endeavours to secure all Armada Greenway Necessary Rights and if and when the same have been secured shall carry out and Practically Complete the Armada Greenway Interim Works and thereafter maintain them in accordance with the Armada Greenway Interim Plan unless and until the Armada Greenway Interim Works become adopted highway or the Armada Greenway Interim Area is redeveloped (with or without other land) by the owner of the GLA Land under a subsequent planning permission to provide the Armada Greenway SAVE THAT this obligation shall cease to apply in the event that the Armada Greenway Interim Area

is redeveloped (with or without other land) by the owner of the GLA Land under a subsequent planning permission .

3. BUS ROUTE SAFEGUARDING

- 3.1. from the grant of the Planning Permission for the lifetime of the Development, to safeguard the land within the Site shown [x] on Plan [x] to enable the future provision of a bus route through the Development if required by the Council and/or TfL PROVIDED THAT it is agreed that the delivery of the Development in accordance with the Planning Permission will enable the future provision of a bus route through the Development;
- 3.2. following construction of the relevant road along the safeguarded bus route pursuant to the Planning Permission and for so long as the safeguarded bus route remains unadopted, the Owner shall if requested by TfL:
 - 3.2.1. grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to enable all necessary access to install, clean, maintain and periodically replace bus infrastructure along the safeguarded bus route;
 - 3.2.2. permit TfL and its agents to operate bus services, set down and pick up passengers at designated bus stops and on bus stands within the Development, and will grant TfL and its agents the necessary licences and/or easements and/or where necessary leases, at no cost to TfL, to facilitate the same; and
 - 3.2.3. permit people to access the carriageways and footways within the safeguarded bus route at all times for the purposes of boarding and alighting scheduled bus services; and
 - 3.2.4. make available for use at all times by scheduled bus services the unadopted safeguarded bus routes within the Development (except when required to be closed for the purposes of an emergency, maintenance (in relation to which TfL is notified in writing 20 Working Days in advance) or as otherwise agreed in writing by the Council in consultation with TfL).

4. GALLIONS REACH STATION CONTRIBUTION

- 4.1. prior to Occupation of 50% of the Open Markey Housing Unit, the Owner shall either:-
 - 4.1.1. Practically Complete the Lift Works and the Canopy Works to the Council's reasonable satisfaction; or
 - 4.1.2. if the cost of carrying out and Practically Completing the Lift Works and Canopy Works would be an amount which is greater than the Gallions Reach Station Contribution, Practically Complete the Lift Works to the Council's reasonable satisfaction and pay to the Council (for onward payment to TfL) the Gallions Reach Station Contribution less the cost of carrying out and Practically Completing the Lift Works (evidence of such costs having first been provided to the Council to its reasonable satisfaction); or
 - 4.1.3. pay the Gallions Reach Station Contribution to the Council (for onward payment to TfL),and not to Occupy or permit Occupation of more than 50% of the Open Market Units unless and until the Owner has satisfied either paragraph 4.1.1, 4.1.2 or 4.1.3 above.

PART 7

HIGHWAY WORKS

1. The Owner covenants with the Council as follows:-
 - 1.1. to submit the Highway Works Phasing Plan to the Council for its written approval as part of the first Reserved Matters Application to be submitted in relation to the Development;
 - 1.2. not to Commence or cause or permit the Commencement of the Development unless and until the Highway Works Phasing Plan has been approved by the Council in writing;
 - 1.3. prior to the Commencement of the relevant Highway Works, to enter into one or more Highways Agreements (as applicable) with the Council and (if required for works on TfL highways) TfL for the carrying out of the relevant Highway Works in accordance with the approved Highway Works Phasing Plan;
 - 1.4. not to Commence or cause or permit the Commencement of the relevant Highway Works unless and until a Highways Agreement has been entered into for the carrying out of the relevant Highway Works;
 - 1.5. unless the Owner and the Council agree within the completed Highways Agreement(s) that the Council will carry out the Highway Works, not to First Occupy or cause or permit First Occupation of each Phase of the Development unless and until the Highway Works for that Phase have been carried out and practically completed to the Council's written satisfaction in accordance with the completed Highways Agreement(s) and the approved Highway Works Phasing Plan
 - 1.6. in order to carry out the Highway Works, the Highways Agreement(s) with the Council shall include (but is not limited to) requirements on the Owner to:-
 - 1.6.1. provide a programme for the works within the highway at least four (4) weeks in advance of the date the Highway Works are to commence;
 - 1.6.2. provide for payments to the Council for:-
 - (a) the costs of the Council (including any external agents or consultants appointed by the Council) properly and reasonably incurred for issuing notices under the New Roads and Street Works Act 1991 and for inspection of construction operations undertaken within the highways in relation to the Highway Works; and
 - (b) the costs of the Council (including any external agents or consultants appointed by the Council) properly and reasonably incurred inspecting the Highway Works which shall be payable for the duration of the carrying out of the Highway Works;
 - 1.6.3. where any Highway Works are to be undertaken by the Owner pursuant to the Highways Agreement, to complete the relevant Highway Works at its own cost including any bond required under the Highways Agreement;
 - 1.6.4. where any Highway Works are to be undertaken by the Council pursuant to the Highways Agreement, to pay for the full cost of the relevant Highway Works including any bond required under the Highways Agreement;
 - 1.6.5. provide for any temporary accesses and barriers, and in doing so must allow for the movement of construction traffic for the duration of the Highway Works to a specification pre-approved in writing by the Council;
 - 1.6.6. provide for appropriate measures for the re-direction of pedestrian traffic in accordance with Chapter 8 of the Traffic Signs Manual;

- 1.6.7.adequate signing must be maintained for the duration of the Highway Works and any traffic management proposals are to be submitted for prior approval in writing;
- 1.6.8.consult with the statutory undertakers and comply with their requirements for the diversion or accommodation of their services as a consequence of the works and if necessary, the Council will relocate street lighting columns, cable alterations and ducting at the Owner's expense;
- 1.6.9.provide for the Highway Works to be subject to a twelve (12) month defects liability period from the date of completion of the same during which period the Owner shall remedy any defects notified to him by the Council within a set period (to be specified within the relevant Highways Agreement) of receipt of such notification;
- 1.6.10. provide for the ability for the Council to step-in and remediate any defects which remain unremedied by the Owner within a set period with the costs of the Council (or its appointed agent or contractor) undertaking such remediation works to be recoverable by the Council from the Owner; and
- 1.6.11. provide to ensure that the Council Officers have access at all times for the purposes of inspecting the Highway Works (subject to complying with any necessary health and safety requirements of the Owner) and approval to work on the Highways herein shall not prejudice the powers of the Council as the highway authority to act to safeguard the interests of the public.

PART 8

TRAVEL AND TRANSPORT

1. ACTIVE TRAVEL CONNECTIVITY CONTRIBUTION

1.1. The Owner covenants with the Council as follows:-

- 1.1.1.to pay the first £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council prior to Implementation of the Development;
- 1.1.2.not to Implement or cause or permit Implementation of the Development unless and until it has paid the first £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council;
- 1.1.3.to pay the next £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council prior to Implementation of Phase 3;
- 1.1.4.not to Implement or cause or permit Implementation of Phase 3 unless and until it has paid the next £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council;
- 1.1.5.to pay the final £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council prior to Implementation of Phase 5; and
- 1.1.6.not to Implement or cause or permit Implementation of Phase 5 unless and until it has paid the final £250,000 (two hundred and fifty thousand pounds) of the Active Travel Connectivity Contribution to the Council.

2. TRAVEL PLANS MONITORING

Residential Travel Plan Monitoring Contribution

2.1. The Owner covenants with the Council as follows:-

- 2.1.1.to pay the Residential Travel Plan Monitoring Contribution to the Council prior to Occupation of any Residential Unit; and
- 2.1.2.not to Occupy or cause or permit Occupation of any Residential Unit within the Development unless and until it has paid the Residential Travel Plan Monitoring Contribution to the Council;

Residential Travel Plan Monitoring

2.2. The Owner covenants with the Council as follows:-

- 2.2.1.to appoint a Travel Plan Co-ordinator prior to Occupation of the first Residential Unit to undertake monitoring of the Residential Travel Plan for the Residential Travel Plan Monitoring Period;
- 2.2.2.to submit an annual monitoring report (verified by the appointed Travel Plan Co-ordinator) to the Council for the duration of the Residential Travel Plan Monitoring Period (with the first such report to be submitted twelve (12) months after the date of First Occupation of the Residential Units within the Development) which shall demonstrate how the Residential Travel Plan has operated during the previous twelve (12) month period and which shall include any data collected by the appointed Travel Plan Co-ordinator in the previous twelve (12) month period;

2.2.3.in the event that the annual monitoring report shows that the Residential Travel Plan has failed to meet the relevant objectives/targets in any respect:-

- (a) within two (2) months of submission of the annual monitoring report for the Residential Travel Plan, submit a proposal to the Council for its written approval indicating:-
 - (i) the reasonable measures that it shall take in order to ensure the Residential Travel Plan objectives/targets are met; and
 - (ii) the timeframes for undertaking and implementing such measures;
- (b) the Council may request that the Owner submit for approval a revised Residential Travel Plan to reflect any necessary amendments or revisions in light of the failure to meet the relevant objectives/targets; and
- (c) thereafter the Owner shall undertake and implement such agreed measures and any other measures and recommendations that the Council may suggest (acting reasonably) and provide written evidence to the Council of undertaking and implementing those measures.

Non-Residential Travel Plan Monitoring Contribution

2.3. The Owner covenants with the Council as follows:-

- 2.3.1.to pay the Non-Residential Travel Plan Monitoring Contribution to the Council prior to First Occupation of the Non-Residential Floorspace; and
- 2.3.2.not to First Occupy or cause or permit First Occupation of the Non-Residential Floorspace unless and until it has paid the Non-Residential Travel Plan Monitoring Contribution to the Council;

Non-Residential Travel Plan Monitoring

2.4. The Owner covenants with the Council as follows:-

- 2.4.1.to appoint a Travel Plan Co-ordinator prior to First Occupation of the Non-Residential Floorspace to undertake monitoring of the Non-Residential Travel Plan for the Non-Residential Travel Plan Monitoring Period;
- 2.4.2.to submit an annual monitoring report (verified by the appointed Travel Plan Co-ordinator) to the Council for the duration of the Non-Residential Travel Plan Monitoring Period (with the first such report to be submitted twelve (12) months after the date of First Occupation of the Non-Residential Floorspace within the Development) which shall demonstrate how the Non-Residential Travel Plan has operated during the previous twelve (12) month period and which shall include any data collected by the appointed Travel Plan Co-ordinator in the previous twelve (12) month period;
- 2.4.3.in the event that the annual monitoring report shows that the Non-Residential Travel Plan has failed to meet the relevant objectives/targets in any respect:-
 - (a) within two (2) months of submission of the annual monitoring report for the Non-Residential Travel Plan, submit a proposal to the Council for its written approval indicating:-
 - (i) the reasonable measures that it shall take in order to ensure the Non-Residential Travel Plan objectives/targets are met; and
 - (ii) the timeframes for undertaking and implementing such measures;

- (b) the Council may request that the Owner submit for approval a revised Non-Residential Travel Plan to reflect any necessary amendments or revisions in light of the failure to meet the relevant objectives/targets; and
- (c) thereafter the Owner shall undertake and implement such agreed measures and any other measures and recommendations that the Council may suggest (acting reasonably) and provide written evidence to the Council of undertaking and implementing those measures.

3. **CAR CLUB**

3.1. The Owner covenants with the Council as follows:-

- 3.1.1.prior to First Occupation of Phase 1 of the Development, submit the Car Club Plan to the Council for its written approval;
- 3.1.2.not to First Occupy or cause or permit First Occupation of Phase 1 of the Development unless and until the Car Club Plan has been approved in writing by the Council;
- 3.1.3.to deliver any Car Club Spaces within a Phase of the Development in accordance with the approved Car Club Plan and to the Council's reasonable satisfaction prior to Occupation of more than 30% (thirty per cent) of the Residential Units in the relevant Phase of the Development;
- 3.1.4.not to Occupy or cause or permit Occupation of more than 30% (thirty per cent) of the Residential Units in a Phase of the Development unless and until the relevant Car Club Spaces for that Phase of the Development as shown in the approved Car Club Plan have been delivered and such delivery has been approved in writing by the Council;
- 3.1.5.to enter into an agreement with a Car Club Operator to provide for the delivery of the Car Club Scheme and to nominate and to obtain the Council's written approval of the Car Club Operator to operate the Car Club Scheme from the Car Club Spaces prior to First Occupation of that Phase of the Development;
- 3.1.6.to provide a copy of the agreement detailed in paragraph 3.1.5 above to the Council as soon as reasonably practicable following completion of such agreement PROVIDED THAT the Owner may redact any commercially sensitive information within that copy of the agreement;
- 3.1.7.not to First Occupy or cause or permit First Occupation of each Phase of the Development unless and until the Owner has delivered the Car Club Scheme for that Phase of the Development in accordance with paragraph 3.1.5 above and it is fully operational and ready to be made available to the Occupiers of each Residential Unit and Occupiers of any other floorspace within that Phase of the Development and members of the Car Club Scheme;
- 3.1.8.to ensure that one (1) membership of the approved Car Club Scheme on premier/premium membership terms (or such other equivalent membership terms) is made available and offered to each Residential Unit within the Development on First Occupation of that Residential Unit, and where an offer is accepted to provide that membership to the relevant Occupier for a period of three (3) years from First Occupation of that Residential Unit;
- 3.1.9.to provide the offer of one (1) Car Club Credit to the Occupiers of each Residential Unit in the Development on First Occupation of that Residential Unit and provide evidence of such offer to the Council's reasonable satisfaction;

3.1.10. when an agreement pursuant to paragraph 3.1.5 above is entered into:-

- (a) to provide details to all residents of the Development on how to join the approved Car Club Scheme (and such other car club scheme(s) as may be operating in the vicinity of the Site) both within its marketing materials for the Development and also with the Residential Welcome Pack and to publicise the availability of the Car Club Scheme annually; and
- (b) to monitor at six (6) monthly intervals during the Car Club Period the use of the approved Car Club Scheme cars by residents of the Development and provide this information the Council;

3.1.11. following an agreement being entered into pursuant to paragraph 3.1.5 above, to retain the approved Car Club Scheme for the duration of the Car Club Period.

4. PARKING PERMIT RESTRICTIONS

Parking Permit Restriction Contribution

4.1. The Owner covenants with the Council:-

4.1.1.to pay the Parking Permit Restriction Contribution to the Council prior to Implementation of the Development; and

4.1.2.not to Implement or cause or permit Implementation of the Development unless and until it has paid the Parking Permit Restriction Contribution to the Council;

Parking Permit Free Monitoring Contribution

4.2. The Owner covenants with the Council:-

4.2.1.to pay the Parking Permit Free Monitoring Contribution to the Council prior to First Occupation of the Development; and

4.2.2.not to First Occupy or cause or permit First Occupation of the Development unless and until it has paid the Parking Permit Free Monitoring Contribution to the Council;

Parking Permit Restrictions

4.3. The Owner covenants with the Council under the power granted by section 16 of the Greater London Council (General Powers) Act 1974 in relation to all Controlled Parking Zones surrounding and within the Site as follows:-

4.3.1.to waive all and any rights and entitlements to be granted a Parking Permit (unless they are the holder of a Blue Badge Parking Permit);

4.3.2.to ensure that all advertising relating to the availability of any Residential Unit or Non-Residential Unit or other unit, space or area within the Development clearly states that:-

4.3.3.the person acquiring, leasing, licensing, Occupying or staffing the unit, space or area is not to apply to the Council for a Parking Permit (unless they are the holder of a Blue Badge Parking Permit);

4.3.4.the person acquiring, leasing, licensing, Occupying or staffing the unit, space or area shall not be eligible to be granted a Parking Permit;

4.3.5.the Council would refer to the provisions of this paragraph 4 of Part 8 of Schedule 4 in its refusal to grant a Parking Permit; and

- 4.3.6. clear notices are placed in the entrance to the Development and any communal areas as may be reasonable in the opinion of the Owner to inform Occupiers that Parking Permits will only be granted to the holder of a Blue Badge Parking Permit;
- 4.3.7. prior to First Occupation of each Residential Unit or Non-Residential Unit or other unit, space or area within the Development, to provide the Council with a list of the new unit addresses with full address information at the Development and a plan of those new unit addresses;
- 4.3.8. on First Occupation of the Development, and in perpetuity, to maintain a management system to ensure that the provisions of this paragraph 4 of Part 8 of Schedule 4 are complied with; and
- 4.3.9. to include in any sale agreement, lease, licence or tenancy/occupancy agreement of any Residential Unit or Non-Residential Unit or other unit, space or area forming part of Development a covenant to prohibit the submission of an application for a Parking Permit in the locality of the Site (unless the occupant is the holder of a Blue Badge Parking Permit) and to produce to the Council on request a copy of any such sale agreement, lease, licence or tenancy/occupancy agreement.

5. BLUE BADGE PARKING SPACES

- 5.1. to provide the Blue Badge Parking Spaces to be delivered within each Phase of the Development on or prior to First Occupation of that Phase and not to First Occupy or cause or permit First Occupation of that Phase unless and until those Blue Badge Parking Spaces have been provided ready and available for use by Occupiers to the Council's satisfaction;
- 5.2. following the provision of the Blue Badge Parking Spaces in accordance with paragraphs 5.1 above:-
 - 5.2.1. to retain the Blue Badge Parking Spaces for the lifetime of the Development; and
 - 5.2.2. to ensure that the Blue Badge Parking Spaces shall only be used by Occupiers holding a Blue Badge Parking Permit in perpetuity.

PART 9

WELCOME PACKS

1. RESIDENTIAL WELCOME PACKS

1.1. The Owner covenants with the Council to ensure that each Residential Unit shall receive a Residential Welcome Pack upon First Occupation of each Residential Unit and it is agreed that such Residential Welcome Pack will include but not be limited to the following information:-

1.1.1.the non-availability of Parking Permits to Occupiers of the Development (unless they are the holder of a Blue Badge Parking Permit) to park in a Controlled Parking Zone;

1.1.2.the Residential Travel Plan requirements to encourage Occupiers to use sustainable forms of transport;

1.1.3.the availability of the Car Club Scheme to each Residential Unit and information on how to join the Car Club Scheme;

1.1.4.the location of and access to the cycle parking on the Site;

1.1.5.details for post and parcel delivery and collection;

1.1.6.details of the waste collection system approved pursuant to Condition 48 of the Planning Permission; and

1.1.7.details regarding the complaints procedure (including the escalation process) for Occupants and how the estate management team for the operational Development (not the Council) will act as the point of contact for any complaints and will manage the whole complaints procedure from receipt of a complaint to its resolution.

2. NON-RESIDENTIAL WELCOME PACKS

2.1. The Owner covenants with the Council to ensure that each Non-Residential Unit shall receive a Non-Residential Welcome Pack upon First Occupation of each Non-Residential Unit and it is agreed that such Non-Residential Welcome Pack will include but not be limited to the following information:-

2.1.1.the non-availability of Parking Permits to Occupiers of the Development (unless they are the holder of a Blue Badge Parking Permit) to park in a Controlled Parking Zone;

2.1.2.the Non-Residential Travel Plan requirements to encourage Occupiers to use sustainable forms of transport;

2.1.3.the availability of the Car Club Scheme to Occupiers of the Non-Residential Floorspace and information on how to join the Car Club Scheme;

2.1.4.the location of and access to the cycle parking on the Site;

2.1.5.details for post and parcel delivery and collection;

2.1.6.details of waste collection system approved pursuant to Condition 48 of the Planning Permission; and

2.1.7.details regarding the complaints procedure (including the escalation process) for Occupants and how the estate management team for the operational Development (not the Council) will act as the point of contact for any complaints and will manage the whole complaints procedure from receipt of a complaint to its resolution.

3. SUBSEQUENT OCCUPIERS

- 3.1. The Owner covenants with the Council that the information listed in paragraphs 1 and 2 above shall be clearly displayed in the common parts of each Building and copies of such information shall be made available for subsequent Occupiers to request from the concierges in the Buildings for the lifetime of the Development

PART 10

DESIGN

1. The Parties confirm and agree for the proper delivery of the Development the original design vision for the Development will be delivered through to the construction of the Development and the Owner covenants with the Council as follows:-
 - 1.1. To take all reasonable steps to deliver the nature and design of the Development as envisaged by the Application;
 - 1.2. To submit to the Council in writing prior to submission of the first Reserved Matters Application for each Phase of the Development the details of the appointed Architect for that Phase, including details of the reputation and professional standing of that appointed Architect, for the Council's written approval;
 - 1.3. To use Reasonable Endeavours to retain the Architects appointed pursuant to paragraph 1.2 above as architects and the Landscape Architects as landscape architects to oversee the Construction Phase of the relevant Phase of the Development (including for all Reserved Matters Applications for the relevant Phase) and to act as Design Certifiers (as applicable);
 - 1.4. To submit to the Council in writing a Design Certificate for each:-
 - 1.4.1. Reserved Matters Application at the same time as submitting the Reserved Matters Application to which it applies; and
 - 1.4.2. approval of details application made pursuant to Conditions [X] within the Planning Permission,

and not to submit any application referred to in sub-paragraphs 1.4.1 and 1.4.2 unless a Design Certificate is submitted to the Council at the same time PROVIDED THAT this paragraph shall not apply when a Design Monitoring Fee has been paid pursuant to paragraph 1.7 below;
 - 1.5. To construct the Development in compliance with the details certified by the relevant Design Certificate referred to in sub-paragraphs 1.4.1 and 1.4.2 above;
 - 1.6. If at any time prior to Practical Completion of a Building or Phase, the Owner wishes to change or is required to change the Architect or the Landscape Architect for that Building or Phase, the Owner shall not Occupy or cause or permit Occupation of that Building or Phase unless and until it has:-
 - 1.6.1. notified the Council in writing of each intended change to and name of the Architect or the Landscape Architect (as appropriate) with reasons;
 - 1.6.2. submitted an updated Design Team Statement to the Council within ten (10) Working Days of any notification provided under paragraph 1.6.1 above which will confirm that the replacement Architect or Landscape Architect (as appropriate) will be of equivalent reputation and professional standing to the previously appointed Architect or Landscape Architect; and
 - 1.6.3. at the same time as submitting an updated Design Team Statement required in paragraph 1.6.2, provided a written undertaking to the satisfaction of the Council that the design team, including any new appointments and replacement Architect or Landscape Architect as set out in the submitted Design Team Statement will, as far as possible, be retained by the Owner until Practical Completion of the relevant Phase;
 - 1.7. In the event that the replacement Architect or Landscape Architect proposed pursuant to paragraph 1.6 above is not agreed by the Council then the Owner shall pay to the Council the Design Monitoring Fee prior to Implementation of any subsequent Phase in respect of which

a Design Certificate has not been provided, provided that the Owner shall be entitled to propose an alternative Architect or Landscape Architect as Design Certifier which, if approved by the Council in accordance with paragraph 1.6 above, shall result in no Design Monitoring Fee being payable for that Phase.

PART 11

ENERGY AND SUSTAINABILITY

1. CARBON OFFSET CONTRIBUTIONS

The Owner covenants with the Council as follows:-

Instalment 1

- 1.1. to pay the Carbon Offset Contribution (Instalment 1) to the Council prior to Implementation of Phase 1 of the Development;
- 1.2. not to Implement or cause or permit Implementation of Phase 1 of the Development unless and until it has paid the Carbon Offset Contribution (Instalment 1) to the Council;

Instalment 2

- 1.3. to pay the Carbon Offset Contribution (Instalment 2) to the Council prior to Implementation of Phase 2 of the Development;
- 1.4. not to Implement or cause or permit Implementation of Phase 2 of the Development unless and until it has paid the Carbon Offset Contribution (Instalment 2) to the Council;

Instalment 3

- 1.5. to pay the Carbon Offset Contribution (Instalment 3) to the Council prior to Implementation of Phase 3 of the Development;
- 1.6. not to Implement or cause or permit Implementation of Phase 3 of the Development unless and until it has paid the Carbon Offset Contribution (Instalment 3) to the Council;

Instalment 4

- 1.7. to pay the Carbon Offset Contribution (Instalment 4) to the Council prior to Implementation of Phase 4 of the Development;
- 1.8. not to Implement or cause or permit Implementation of Phase 4 of the Development unless and until it has paid the Carbon Offset Contribution (Instalment 4) to the Council;

Instalment 5

- 1.9. to pay the first 50% (fifty per cent) of the Carbon Offset Contribution (Instalment 5) to the Council prior to Implementation of Phase 5 of the Development;
- 1.10. not to Implement or cause or permit Implementation of Phase 5 of the Development unless and until it has paid the first 50% (fifty per cent) of the Carbon Offset Contribution (Instalment 5) to the Council;
- 1.11. to prepare and submit an Updated Energy Assessment for the Development (including the calculation of the Actual Carbon Offset Contribution pursuant to the Carbon Offset Contribution Calculation) to the Council for its written approval on or before Practical Completion of Phase 5 of the Development;
- 1.12. prior to First Occupation of Phase 5 of the Development, to pay the remaining 50% (fifty per cent) of the Carbon Offset Contribution (Instalment 5) PROVIDED THAT the amount of such

payment shall be adjusted to make the total of the Carbon Offset Contribution Instalments equal to the Actual Carbon Offset Contribution as follows:-

- 1.12.1. where the outstanding amount is less than £250,000 (two hundred and fifty thousand pounds) Indexed then the amount due shall be reduced accordingly; and
- 1.12.2. where the outstanding amount is more than £250,000 (two hundred and fifty thousand pounds) Indexed then the amount due shall be increased accordingly; and
- 1.13. not to First Occupy or cause or permit First Occupation of Phase 5 of the Development unless and until:-
 - 1.13.1. the Updated Energy Assessment has been approved by the Council in writing; and
 - 1.13.2. the remainder of the Carbon Offset Contribution (Instalment 5) confirmed within the approved Updated Energy Assessment has been paid to the Council pursuant to paragraph 1.12 above.

2. DISTRICT HEATING NETWORK

The Owner covenants with the Council as follows:-

- 2.1. to design and construct the Development such that when Practically Completed it is capable of being connected to a District Heating Network if one becomes available;
- 2.2. prior to commencing the Above Ground Works within Phase 1 of the Development, to provide evidence to the reasonable satisfaction of the Council that a permanent connection point within the Development into which the District Heating Network can connect is capable of being provided if a District Heating Network becomes available in the vicinity of the Development;
- 2.3. not to Commence or cause or permit Commencement of the Above Ground Works within Phase 1 of the Development unless and until it has complied with the obligations in paragraphs 2.1 and 2.2 above;
- 2.4. where future provision is made for a District Heating Network to connect to the Development, the Council may serve a Connection Notice PROVIDED THAT such notice is served within twenty-five (25) years of First Occupation of the last Phase to be Occupied within the Development;
- 2.5. upon receipt of a Connection Notice, to carry out and submit to the Council for its written approval a DHN Feasibility Study within three (3) months of receipt of the Connection Notice; and
- 2.6. in the event that the approved DHN Feasibility Study concludes that connection to the District Heating Network is feasible and viable the Owner shall connect the Development to the District Heating Network and use Reasonable Endeavours to connect within twenty-four (24) months of receipt of the approval of the DHN Feasibility Study.

3. “BE SEEN” ENERGY MONITORING

In order to demonstrate compliance with the “Be Seen” post-construction monitoring requirement of Policy SI 2 of the London Plan, the Owner covenants with the Council that it shall at all times and in all respects comply with the following energy monitoring requirements:-

- 3.1. prior to Occupation of each Building within the Development, the Owner shall provide updated accurate and verified “as-built” design estimates of the “Be seen” energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the “As-built stage” chapter / section of the GLA “Be seen” energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be submitted to the

GLA using the “Be Seen” as-built stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the “In-use stage” of the GLA “Be seen” energy monitoring guidance document (or any document that may replace it);

- 3.2. upon completion of the first year of Occupation of each Building within the Development or following the end of the Defects Liability Period (whichever is the later), and for the following four (4) years after that date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the “In-use stage” chapter / section of the GLA “Be seen” energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be submitted to the GLA using the “Be Seen” in-use stage reporting webform (<https://www.london.gov.uk/what-we-do/planning/implementing-london-plan/london-plan-guidance-and-spgs/be-seen-energy-monitoring-guidance>). This obligation will be satisfied after the Owner has reported on all relevant indicators included in the “In-use stage” chapter of the GLA “Be seen” energy monitoring guidance document (or any document that may replace it) for at least five (5) years in accordance with the provisions of this paragraph 3.2; and
- 3.3. in the event that the “In-use stage” evidence submitted under paragraph 3.2 shows that the “As-built stage” performance estimates derived from paragraph 3.1 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the “Be seen” in-use stage reporting webform. An action plan comprising measures identified by the Owner pursuant to this paragraph 3.3 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The Owner shall use Reasonable Endeavours to implement the action plan and measures approved by the GLA.

PART 12

BIODIVERSITY AND ECOLOGY

The Owner covenants with the Council as follows:-

1. BIODIVERSITY STRATEGY

- 1.1. prior to Commencement of the Development, to submit the Biodiversity Strategy to the Council for its written approval (in consultation with Natural England);
- 1.2. not to Commence or cause or permit Commencement of Phase 1 of the Development unless and until the Biodiversity Strategy has been approved in writing by the Council;
- 1.3. to submit to the Council an updated Biodiversity Strategy no later than the submission of the first Reserved Matters Application for each subsequent Phase within the Development, that updates the most recently approved Biodiversity Strategy in relation to the relevant Phase;
- 1.4. not to Commence or cause or permit Commencement of any subsequent Phase of the Development unless and until the Biodiversity Strategy update associated with that Phase has been approved in writing by the Council;
- 1.5. to implement and comply with the latest approved Biodiversity Strategy for the lifetime of the Development, except in respect of any off-Site measures which shall be implemented for the period agreed in the Biodiversity Strategy only;

4. HABITAT MANAGEMENT AND MONITORING PLAN

- 4.1. to submit the Habitat Management and Monitoring Plan to the Council for its written approval prior to First Occupation of the Residential Units within the Development; and
- 4.2. not to First Occupy or cause or permit First Occupation of any Residential Units within the Development unless and until the Council has approved the Habitat Management and Monitoring Plan;
- 4.3. to submit an annual monitoring report to the Council for the duration of the Habitat Monitoring Period (with the first such report to be submitted twelve (12) months after the date of First Occupation of the Development) which shall demonstrate how the Habitat Management and Monitoring Plan has operated during the previous twelve (12) month period and which shall include any data collected in the previous twelve (12) month period;
- 4.4. in the event that the annual monitoring report shows that the Habitat Management and Monitoring Plan has failed to meet the relevant objectives/targets in any respect:-
 - 4.4.1. within two (2) months of submission of the annual monitoring report for the Habitat Management and Monitoring Plan, submit a proposal to the Council for its written approval indicating:-
 - (a) the reasonable measures that it shall take in order to ensure the Habitat Management and Monitoring Plan objectives/targets are met; and
 - (b) the timeframes for undertaking and implementing such measures;
 - 4.4.2. the Council may request that the Owner submit for approval a revised Habitat Management and Monitoring Plan to reflect any necessary amendments or revisions in light of the failure to meet the relevant objectives/targets, taking into account any measures and recommendations that the Council may suggest (acting reasonably);

- 4.4.3. thereafter the Owner shall undertake and implement such agreed measures and provide written evidence to the Council of undertaking and implementing those measures; and
- 4.4.4. to implement and comply with the latest approved Habitat Management and Monitoring Plan for the lifetime of the Development.

PART 13

MEANWHILE USES

1. The Owner covenants with the Council as follows:-
 - 1.1. prior to Commencement of Development, to submit to the Council for written approval the Meanwhile Use Strategy;
 - 1.2. not to Commence or cause or permit Commencement of the Development unless and until the Meanwhile Use Strategy has been approved to the Council in writing;
 - 1.3. to thereafter implement the Meanwhile Use Strategy for the duration of time as set out within the Meanwhile Use Strategy;
 - 1.4. to ensure that any Temporary Streets identified within the approved Meanwhile Use Strategy are delivered to practical completion and open to the public and users of the relevant Meanwhile Uses prior to the Occupation of the Meanwhile Uses to which such Temporary Streets provide access;
 - 1.5. not to Occupy or cause or permit Occupation of the Meanwhile Uses accessed by Temporary Streets unless and until the identified Temporary Streets are delivered in accordance with paragraph 1.4 above; and
 - 1.6. in the event that the Council receives any written complaint(s) from the public or users of the of the relevant Meanwhile Uses regarding the Temporary Streets (including but not limited to condition, health and safety and access), then the Council shall notify the Owner of such complaint(s) as soon as reasonably practicable and the Owner shall deal promptly and directly with the person who made the complaint and expeditiously respond to such complaint(s) directly to the complainant (where this is agreed by the complainant) and shall promptly report to the Council in writing on any updates regarding such complaint(s).

PART 14

EDUCATION AND HEALTHCARE

The Owner covenants with the Council as follows:-

1. EDUCATION

Annual Housing Updates

- 1.1. upon each anniversary of the Implementation Date until Completion of the Development, to provide to the Council for the Council's written approval an Annual Housing Update including (but not limited to) details of the following:-
 - 1.1.1. the housing mix of the Residential Units within the Development for the purpose of ongoing child yield monitoring for children ages between 4 to 11;
 - 1.1.2. number and mix of Residential Units Completed and Occupied within the Development; and
 - 1.1.3. estimated delivery timescales for Residential Units in the Development that have not yet Completed.

Primary School Demand – Phase 1

- 1.2. to provide the Council with [twelve (12)] months' notice of the anticipated date of Occupation of the Residential Units in Phase 1;
- 1.3. within [eleven (11)] months of receiving a notice pursuant to paragraph 1.2, the Council shall confirm:
 - 1.3.1. the projected child yield of Phase 1 forecasting five (5) years ahead calculated using the GLA Population Yield Calculator (version 3.2) for PTAL 0-2 and the geographic aggregation of Inner London and the accompanying GLA Yield Calculator Methodology (June 2019), or such versions or replacements thereof as may be in place at the time of the relevant Annual Housing Update;
 - 1.3.2. the existing capacity at Gallions Primary School forecast five (5) years ahead;
 - 1.3.3. whether the first Form of Entry of Primary School demand arising from the Development will be met through the use of existing capacity at Gallions Primary School; an Off-Site Education Contribution; or a combination of these measures; and
 - 1.3.4. the quantum of any Off-Site Education Contribution and associated calculation.
- 1.4. the Owner shall not First Occupy or cause or permit First Occupation of Phase 1 unless and until any Off-Site Education Contribution notified to the Owner pursuant to paragraph 1.3 has been paid to the Council PROVIDED THAT if the Council does not provide the information at paragraph 1.3 to the Owner within [eleven (11)] months of being given notice by the Owner pursuant to paragraph 1.2, the Owner may Occupy Phase 1 prior to paying the Off-Site Education Contribution and shall instead pay the Off-Site Education Contribution within 20 Working Days of receiving such information from the Council and in the event that the Off-Site Education Contribution is not paid to the Council within that 20 Working Day period the Owner shall not Occupy or permit Occupation of any Open Market Housing Units until the Off-Site Education Contribution has been paid to the Council.
- 1.5. The parties agree that the total Off-Site Education Contribution payable in respect of the Development shall be capped at one (1) Form of Entry

Primary School Demand – Subsequent Phases

- 1.6. to provide the Council with **[six (6)]** months' notice of the anticipated date of Occupation of the Residential Units in each subsequent Phase;
- 1.7. within **[five (5)]** months of receiving a notice pursuant to paragraph 1.6, the Council shall confirm:
 - 1.7.1. the projected child yield of the relevant Phase forecasting five (5) years ahead calculated using the GLA Population Yield Calculator (version 3.2) for PTAL 0-2 and the geographic aggregation of Inner London and the accompanying GLA Yield Calculator Methodology (June 2019), or such versions or replacements thereof as may be in place at the time of the relevant Annual Housing Update;
 - 1.7.2. the calculation of any Primary School Education Contribution payable in respect of that Phase (which for the avoidance of doubt shall not be calculated in respect of the first Form of Entry of Primary School demand arising from the Development).
- 1.8. the Owner shall not First Occupy or cause or permit First Occupation of each subsequent Phase unless and until any Primary School Education Contribution notified to the Owner pursuant to paragraph 1.7 has been paid to the Council PROVIDED THAT if the Council does not provide the information at paragraph 1.7 to the Owner within **[five (5)]** months of being given notice by the Owner pursuant to paragraph 1.6, the Owner may Occupy Phase 1 prior to paying the Primary School Education Contribution and shall instead pay the Primary School Education Contribution within 20 Working Days of receiving such information from the Council.
- 1.9. The parties agree that the total Primary School Education Contribution payable in respect of the Development shall be capped at two (2) Forms of Entry and paragraphs 1.6 to 1.8 shall cease to apply where the Owner has paid the maximum Primary School Education Contribution up to this cap.

Temporary Transport Provision Strategy

- 1.10. The Owner shall not Occupy or permit Occupation of more than 50% of the Residential Units unless or until: (i) a Temporary Transport Provision Annual Monitoring Strategy has been submitted to and approved by the Council (in consultation with TfL) and subsequently approved; or (ii) if earlier, a Primary School has been delivered in another location within 800m walking distance from the Site boundary, such that it is practically completed and ready for use as an operational Primary School ready to accept pupils to the Council's written satisfaction.
- 1.11. Following approval of the Temporary Transport Provision Annual Monitoring Strategy (if applicable) until a Primary School has been delivered in another location within 800m walking distance from the Site boundary, such that it is practically completed and ready for use as an operational Primary School ready to accept pupils to the Council's written satisfaction, the Owner shall thereafter annually on the anniversary of the date of approval of the Temporary Transport Provision Annual Monitoring Strategy submit to the Council for approval (in consultation with TfL) a monitoring report prepared in accordance with the approved Temporary Transport Provision Annual Monitoring Strategy identifying the capacity and use of the Gallions Primary School Bus Service between the Site and Gallions Primary School during the preceding 12 months.
- 1.12. If within any such annual monitoring report submitted under paragraph [1.11] the report indicates that overcrowding is occurring or is expected to arise the Owner shall submit to the Council for approval (in consultation with TfL) a Temporary Transport Provision Strategy.
- 1.13. The mitigation measures specified in the approved Temporary Transport Provision Strategy shall be implemented by the Owner no later than the start of the next school year following approval of the Temporary Transport Provision Strategy, and the mitigation set out in the approved Temporary Transport Provision Strategy shall continue to be implemented for a period of 10 years following approval of the Temporary Transport Provision Strategy unless

and until it is agreed by the Council in consultation with TfL that subsequent monitoring shows that the mitigation is no longer required.

- 1.14. the Council covenants to confirm to the Owner within 15 Working Days of written request (such request not to be made more than twice in any calendar year) whether there are any pupils at Gallions Primary School Occupying the Development.

2. HEALTHCARE CONTRIBUTION

- 2.1. pay the Healthcare Contribution to the Council prior to Occupation of more than 50% (fifty per cent) of the Residential Units within the Development; and
- 2.2. not Occupy or cause or permit Occupation of more than 50% (fifty per cent) of the Residential Units within the Development unless and until the Healthcare Contribution has been paid to the Council.

PART 15

SPORTS AND LEISURE

1. The Owner covenants with the Council as follows:-

1.1. to provide:-

1.1.1.a minimum of 1,000 square metres GIA of non-residential indoor floorspace within the Development allocated for sports and leisure uses to be provided within the Site;

1.1.2.a minimum of 1,250 square metres GEA of outdoor floorspace within the Development allocated for sports and leisure uses to be provided within the Site;

1.2. on or prior to the submission of the first Reserved Matters Application for Phase 1, to submit to the Council for its written approval the Sports and Leisure Floorspace Strategy for the Development;

1.3. not to Commence or cause or permit Commencement of Phase 1 unless and until the Sports and Leisure Floorspace Strategy has been approved by the Council in writing;

1.4. to implement and comply with the latest approved Sports and Leisure Floorspace Strategy for the lifetime of the Development;

1.5. the Sports and Leisure Floorspace Strategy (and any updates to it) shall include, but is not limited to:-

1.5.1. details of the proposed indoor and outdoor sports and leisure floorspace provision and uses across the Development, including location, specific use(s), size, sporting and leisure facilities and equipment;

1.5.2. the timescales and sequencing for delivery of that proposed indoor and outdoor sports and leisure floorspace to Practical Completion ready and available for use;

1.5.3. details of how the proposed sports and leisure provision and uses will engage with and have regard to the Council's Playing Pitch and Outdoor Sport Strategy and Action Plan dated June 2025 and the Council's Built Leisure Needs Assessment dated May 2024 (or such subsequent revision or updated version or replacement of these documents as may be published by the Council from time to time being in place at the time of submission of the Sports and Leisure Floorspace Strategy or any update thereof); and

1.5.4. a local needs assessment to confirm whether the proposed sports and leisure provision and uses are demonstrably informed by local need and up-to-date evidence bases relating to the Development, as evidenced to the Council's reasonable satisfaction,

SAVE THAT the Owner shall not be required to provide sports and leisure facilities where it is not feasible and commercially viable for it to do so, as evidenced within the Sports and Leisure Floorspace Strategy and subject always to providing the minimum floorspace requirements set out at paragraph 1.1 above.

1.6. prior to Commencement of each Phase containing Sports and Leisure Floorspace, to submit to the Council for approval an update to the Sports and Leisure Floorspace Strategy which shall include a detailed specification for constructing the sports and leisure facilities and equipment within that Phase and not to Commence or cause or permit Commencement of that Phase until the detailed specification has been approved by the Council.

1.7. if the latest approved Sports and Leisure Floorspace Strategy demonstrates that:-

1.7.1.MUGA should be delivered on the Site; and

1.7.2.it is feasible and commercially viable to do so,

then the Owner shall provide a minimum of 700 square metres GEA of MUGA within the Site to be delivered in accordance with the latest approved Sports and Leisure Floorspace Strategy; and

- 1.8. unless otherwise agreed in writing by the Council, to deliver the sports and leisure floorspace and any MUGA in each Phase (as identified in the latest approved Sports and Leisure Strategy) to Practical Completion made ready and available for use in accordance with the latest approved Sports and Leisure Floorspace Strategy and in any event no later than Occupation of more than 50% (fifty per cent) of the Residential Units in a Phase.

PART 16

NAVIGATIONAL SAFETY

1. The Owner covenants with the Council as follows:-

1.1. In the event that the PLA undertakes a PLA Radar Assessment during construction of the Development or within twelve (12) months of Practical Completion of the Development and the PLA Radar Assessment demonstrates that the Development has had a demonstrable and attributable degradation to the PLA's radar service then:-

1.1.1. the PLA shall notify the Owner and the Council in writing and provide a copy of the PLA Radar Assessment (including the calculation of the PLA Radar Degradation Contribution with supporting evidence demonstrating that the amount requested is required to mitigate the degradation of the PLA's radar service caused by the Development) to the Owner and the Council; and

1.1.2. provided that the notification under paragraph 1.1.1 above is received by the Owner within six (6) months of the PLA Radar Assessment being undertaken and the Council is satisfied that (and has confirmed the same in writing to the Owner and the PLA) the PLA Radar Assessment demonstrates that the Development has had a demonstrable and attributable degradation to the PLA's radar service, the mitigation measures specified therein are necessary to mitigate the identified degradation and the PLA Radar Degradation Contribution requested is justified and is no more than is necessary to provide the said mitigation measures, the Owner shall:-

(a) pay the PLA Radar Degradation Contribution as calculated by the PLA Radar Assessment to the Council (for onward payment to the PLA); and

(b) notify the PLA in writing that the payment has been made,

within twenty (20) Working Days of receipt of the Council's confirmation pursuant to paragraph 1.1.2 above.

PART 17

WASTE MANAGEMENT

1. The Owner covenants with the Council as follows:-
 - 1.1. prior to Commencement of Phase 2, to submit the Waste Management Feasibility Study to the Council for its written approval; and
 - 1.2. not to Commence or cause or permit Commencement of Phase 2 unless and until the Waste Management Feasibility Study has been approved in writing to the Council;
 - 1.3. to submit an updated Waste Management Feasibility Study to the Council for its written approval at the same time as submission of the first Reserved Matters Application for each subsequent Phase of the Development;
 - 1.4. not to submit or cause or permit submission of any Reserved Matters Application for each subsequent Phase of the Development unless accompanied by an updated Waste Management Feasibility Study;
 - 1.5. not to Commence or cause or permit Commencement of each subsequent Phase of the Development unless and until the updated Waste Management Feasibility Study for that Phase has been approved in writing to the Council; and
 - 1.6. to deliver to the Council's reasonable satisfaction the waste management system that the latest approved Waste Management Feasibility Study concludes is feasible and viable for each Phase prior to First Occupation of that Phase.
2. The Parties agree and acknowledge that if the approved Waste Management Feasibility Study for a Phase concludes that it is not feasible or viable to deliver an underground pneumatic waste collection system at the Development, the waste management proposals contained in the latest approved Operational Waste Management Strategy shall be delivered for that Phase.

SCHEDULE 5

THE COUNCIL'S COVENANTS

1. The Council covenants with the Owner as follows:-
 - 1.1. to use the Contributions and other payments paid pursuant to this Deed solely for the purposes set out in this Deed and, in respect of the Active Travel Connectivity Contribution, in accordance with the details provided pursuant to paragraph 1.7 below;
 - 1.2. to use Reasonable Endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by the Owner to the Council;
 - 1.3. to repay any Contributions or instalment of a Contribution (other than the Active Travel Connectivity Contribution and the Contributions paid onwards to TfL pursuant to paragraph 1.5 below) or other payments paid pursuant to this Deed which are unspent or unallocated fifteen (15) years from the date on which each such Contribution, instalment or other payment is paid under this Deed together with any interest that may have accrued thereon;
 - 1.4. to repay any part of the Active Travel Connectivity Contribution instalments which remains unspent or unallocated after the 30th anniversary of the Implementation Date of the relevant Phase prior to which the instalment was paid by the Owner to the Council pursuant to paragraph 1 of Part 8 of Schedule 4, together with any interest that may have accrued thereon;
 - 1.5. to pay the Gallions Reach Station Contribution onwards to TfL within 28 Working Days of receipt of the funds PROVIDED THAT the Council shall not be required to make such payment to TfL until the Gallions Reach Station Contribution has been paid by the Owner to the Council and the Owner has notified TfL in writing of such payment having been made;
 - 1.6. to pay the Radar Degradation Contribution onwards to the PLA PROVIDED THAT the Council shall not be required to make such payment to the PLA until the Radar Degradation Contribution has been paid by the Owner to the Council and the Owner has notified the PLA in writing of such payment having been made; and
 - 1.7. as soon as reasonably practicable following receipt by the Council of an instalment of the Active Travel Connectivity Contribution paid by the Owner, the Council shall provide the Owner with an indicative scope and delivery programme of the works that the relevant instalment of the Active Travel Connectivity Contribution will fund.

APPENDIX 1

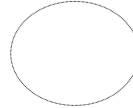
INDICATIVE AGREED MIX

Affordable Housing Units	
Unit Size	No. of Units / % by Unit
Studio	0 (0%)
1-bed	36 (19%)
2-bed	46 (25%)
3-bed	103 (56%)
4-bed	0 (0%)
TOTAL	185 (100%)

Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE GREATER LONDON AUTHORITY** in the presence of:

.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory
Common Seal

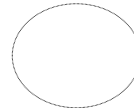


EXECUTED as a deed (but not delivered until the date of this Deed) by affixing the common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** in the presence of

.....
Full Name (Authorised Signatory)

.....
Signature (Authorised Signatory)

Common Seal



EXECUTED as a deed by:-)
)
)
as attorney for **ST WILLIAM HOMES LLP**)
)
under a power of attorney dated: _____)
in the presence of:-)

Signature of witness:-

Name (IN BLOCK CAPITALS):-

Address: