



..... 2024

(1) THE GREATER LONDON AUTHORITY

and

and

(2) AVANTON RICHMOND DEVELOPMENTS LIMITED

and

(3) MOUNT STREET MORTGAGE SERVICING LIMITED

and to

(4) THE LONDON BOROUGH OF RICHMOND UPON THAMES

AGREEMENT AND UNILATERAL UNDERTAKING

DEED OF PLANNING OBLIGATION
made pursuant to Section 106 of the
Town and Country Planning Act 1990
and all enabling powers relating to
the development of the land at
Manor Road, Richmond, London TW9 1YB
in the London Borough of Richmond upon Thames

HSF note: title to be checked again prior to completion

Herbert Smith Freehills LLP

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THIS DEED is made the day of

2024

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Churchie Way, London E16 1ZE (the "**GLA**")
- (2) **AVANTON RICHMOND DEVELOPMENTS LIMITED** (Company registration number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck St, London, United Kingdom, W1G 9HL (the "**Owner**")
- (3) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Company registration number 03411668) whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG (the "**Mortgagee**")

AND CONTAINS UNILATERAL UNDERTAKINGS GIVEN BY THE OWNER AND THE MORTGAGEE TO:

- (4) **THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham TW1 3BZ ("the "**Council**")

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number TGL45415.
- (C) The Mortgagee has the benefit of a registered charge dated 6 April 2018 over the freehold land within title number TGL45415.
- (D) On 14 February 2019 the Owner made the Application to the Council for the Planning Permission to carry out the Development.
- (E) The Council resolved at a meeting of its Planning Committee held on 3 July 2019 to refuse the Planning Permission for the Development.
- (F) On 29 July 2019, 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.
- (G) On 22 November 2019 the Owner submitted amendments to the Application to the Mayor of London for determination. On 31 July 2020 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (H) At a representation hearing held on 1 October 2020, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development.
- (I) On 17 November 2021 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (J) On 28 September 2023 the applicant submitted further revisions by way of a consolidated pack of application documentation. On 18 December 2023 the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development. On [tbc] 2024 the Mayor of London reaffirmed this resolution, following consideration of a further officer report update in respect of the Application.

- (K) 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.
- (L) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations contain within this Deed.
- (M) The GLA has consulted with the Council as to the terms of this Deed in accordance with section 2E of the 1990 Act and the Council will be responsible for enforcement of the obligations as set out in this Deed.

THE PARTIES AGREE, AND THE OWNER AND THE MORTGAGEE UNDERTAKE TO THE COUNCIL AS FOLLOWS:

1. INTERPRETATION

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

"1990 Act" means the Town and Country Planning Act 1990

"1991 Agreement" means the agreement dated 10 September 1991 and made under section 106 of the 1990 Act between the Council and Homebase Limited

"1992 Agreement" means the agreement dated 19 May 1992 between the Council and Homebase Limited and which modified the 1991 Agreement

"1997 Agreement" means the agreement dated 4 April 1997 and made under section 106 of the 1990 Act between the Council, BG plc and Homebase Limited

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part B of Schedule 3 to this Deed detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (applying Formula 2);
- (b) confirms which Intermediate Housing (if any) are to be converted to Social Rented Housing (applying Formula 2);
- (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.10 of Part B of Schedule 3 applies

"Additional Affordable Housing Units" means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme or the Intermediate Housing (if any) to be converted to Social Rented Housing to be approved under paragraph 3.9 of Part B of Schedule 3 to this Deed

"Affordable Housing" means housing (including London Affordable Rented Housing, London Living Rent Housing, Social Rented Housing and London Shared Ownership Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers and 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 and 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);

- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
 - (c) any other body specialising in the provision of Affordable Housing
- in each case either nominated or approved by the Council and Richmond Housing Partnership Limited shall be deemed to be automatically approved by the Council for the purposes of this definition

"Affordable Housing Target Tenure Split" means:

- (a) the provision of a minimum of 80% (by habitable room) of the aggregate of the Affordable Housing Units and the Additional Affordable Housing Units as London Affordable Rented Housing or Social Rented Housing; and
- (b) the provision of the remaining Affordable Housing Units and the Additional Affordable Housing Units as Intermediate Housing

"Affordable Housing Units" means the 173 Residential Units to be provided as Affordable Housing (as shown on Plan 3) and as set out indicatively in the table below comprising 477 Habitable Rooms (40% of the Residential Units by Habitable Room) together with (if applicable) any Council Granted Funded Units and **"Affordable Housing Unit"** shall be construed accordingly

	1B 1P	1B 2P	2B 3P	2B 4P	3B 4P	3B 5P	3B 6P	Total Units	Hab Rooms
Shared Ownership	0	1	6	27	0	0	0	34	101
London Living Rent	0	25	6	5	0	0	0	36	83
Low Cost Rent	0	31	40	17	2	13	0	103	293

"Affordable Wheelchair Accessible Housing Units" means the following Low Cost Rented Housing Units (for the avoidance of doubt comprising a total of 17 Low Cost Rented Housing Units):

- (a) 1 one bed, two person Low Cost Rented Housing Unit;
- (b) 9 two bed, three person Low Cost Rented Housing Units;
- (c) 1 three bed, four person Low Cost Rented Housing Unit; and
- (d) 6 three bed, five person Low Cost Rented Housing Units

"Application" means the application for planning permission to carry out the Development at the Land validated by the Council on 3 March 2019 and given the reference 19/0510/FUL

"Average LLR Housing Value" means the average value of London Living Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Low Cost Rent Housing Value" means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Market Housing Value" means the average value of Open Market Housing Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"'Be Seen' Energy Monitoring Guidance" means the GLA's 'Be Seen' Energy Monitoring Guidance September 2021 (or any document that may replace it)

"**Block**" means each building comprised in the Development as shown indicatively on Plan 2 and "**Block A**" (shown coloured dark red on Plan 2 and comprised in Phase 4), "**Block B**" (shown coloured purple on Plan 2 and comprised in Phase 3), "**Block C**" (shown coloured green on Plan 2 and comprised in Phase 1b) and "**Block D**" (shown coloured teal on Plan 2 and comprised in Phase 2) shall be construed accordingly

"**Blue Badge**" means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

"**Build Costs**" means the build costs comprising construction of the Development attributable to the Open Market Housing Units supported by evidence of these costs to the Council's and the GLA's reasonable satisfaction including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices; and
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses

"**Building Regulations**" means the Building Regulations 2010

"**Bus Layover Land**" means the area within the Land shown edged red on Plan 5

"**Bus Layover Lease**" means a 150-year lease of the Bus Layover Land to be granted by the Owner to London Bus Services Limited (or its nominee) in accordance with draft lease appended to this Deed at Appendix 1 (with any amendments that TfL may reasonably require) in order for the Bus Layover Land to be used as a bus layover and terminus facility

"**Bus Layover Safeguarding Period**" means the period beginning on the date of this Deed and expiring on the date on which the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) in accordance with paragraph 13.1.1 of Schedule 4 to this Deed (together with any other necessary rights and/or easements as referred to in paragraph 13.1.1(B) of Schedule 4) and registered at HM Land Registry

"**Capital Funding Agreement**" means an agreement between the Council and the Affordable Housing Provider in which the Council agrees to provide funding for the delivery of Affordable Housing in the implementation of the Development

"**Carbon Offset Contribution (Commercial)**" means the sum of £17,000 Index-Linked to off-set the shortfall of the commercial component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"**Carbon Offset Contribution (Residential)**" means the sum of £617,000 Index-Linked to off-set the shortfall of the residential component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"**Collaborative Mobility (CoMoUK)**" means the company registered in the United Kingdom known as "CoMoUK" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support

"**Car Club**" means a club operated by a company that is accredited by CoMoUK which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis

"**Car Club Parking Spaces**" means the two parking spaces to be marked out on the ground and located within the Development solely for the parking of vehicles of the Car Club (and each of which is to have an active electric vehicle charging point) as shown for indicative purposes only on Plan 7

"Car Club Scheme" means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 7 of Schedule 4 to this Deed

"Challenge Period" means the period of six weeks commencing on the day after the date on which the Planning Permission is granted by the GLA

"Challenge Proceedings" means proceedings under Part 54 of the Civil Procedure Rules 1998 for judicial review of the GLA's grant of the Planning Permission (including any appeals to a higher court against a judgment of a lower court

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) and/or (if applicable) the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

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

"Commencement of Development" means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the 1990 Act **PROVIDED ALWAYS THAT** (other than in paragraph 13 of Schedule 4):

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) works to highway outside of the site boundary;
- (f) archaeological investigation;
- (g) noise attenuation works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development

shall not be taken to be a material operation for the purposes of this Deed and **"Commence Development"** means, **"Commencement"** **"Commenced"** and **"Commences"** shall be construed accordingly

"Commercial Occupier" means any person or company who is an owner, tenant or licensee of and is operating a business from a Commercial Unit

"Commercial Travel Plan" means a travel plan for Commercial Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 4 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 4 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be within three months of first Occupation of any Commercial Unit;

- (b) to influence positively the travel behaviour of Commercial Occupiers, customers and visitors to the Commercial Units by promoting alternative modes of travel to the car;
- (c) to minimise the number of single occupancy car trips generated by the Commercial Units by encouraging car sharing and car clubs; and
- (d) to provide visitor cycle spaces in accessible locations within the Development, and such other measures as may be agreed between the Council and the Owner

"Commercial Unit" means any unit comprised within the Development which is not a Residential Unit

"Community Employment and Skills Events" means job / career fairs, local community events or with partner organisations that focus on employment and skills.

"Considerate Constructors Scheme" means the Considerate Constructors Scheme established by the construction industry in 1997 which seems to minimise the impacts of the construction of developments on local residents and the environment

"Controlled Parking Zone" means an area where the Council has introduced or is to introduce restrictions on parking on the highway during certain times of the day or week for non-permit holders

"Core AA" means residential access core A of Block A as identified on Plan 3 with the label 'Core AA'

"Core CA" means residential access core A of Block C as identified on Plan 3 with the label 'Core CA'

"Council Grant Funded Units" means:

- (a) up to 11 (eleven) Residential Units to be located within the parts of Block A that are accessible only from Core AA (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which, if applicable, are to be provided as London Shared Ownership Housing Units or Low Cost Rented Housing Units (or a combination of those tenures whereby some of the said units are London Shared Ownership Housing Units and the remainder of the relevant units are Low Cost Rented Housing Units); and
- (b) up to 11 (eleven) Residential Units to be located on the parts of levels 2 and 3 of Block C that are accessible only from Core CA (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which, if applicable, are to be provided as Low Cost Rented Housing Units,

in each case as a result of the operation of the Council Grant Funding Review

"Council Grant Funding" means grant funding provided by the Council for the provision of Council Granted Funded Units

"Council Grant Funding Review" means the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3 by which it is determined whether any Council Grant Funding is to be provided and whether any (and which) Council Grant Funded Units are to be provided using such Council Grant Funding, and it is intended that in carrying out such process the Council and the Owner shall have regard to, for illustrative purposes only, the Worked Example (CGF Review)

"CPZ Consultation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the monitoring of parking in the vicinity of the Land and reviewing and consulting on the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to any existing Controlled Parking Zones within the vicinity of the Land

"CPZ Implementation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to existing Controlled Parking Zone(s) within the vicinity of Land

and/or any other purposes relevant to and connected with the introduction of or changes to any Controlled Parking Zone

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the later of the following two dates:

- (a) the following date in respect of service on the Council:
 - (i) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to Head of Development Management during the hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or
 - (ii) in the case of service by using first class registered post to the Council's offices addressed to the Head of Development Management, 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); or
- (b) the following date in respect of service on the GLA:
 - (i) in the case of service by delivery by hand of the Default Notice to both the GLA's offices at City Hall, Kamal Chunchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered to both offices; or
 - (ii) in the case of service by using first class registered post to both the GLA's offices at City Hall, Kamal Chunchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning), the second Working Day after the date on which the Default Notice is posted to both offices (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 both offices (by Royal Mail proof of delivery or otherwise); or

"Deed" means this deed of Agreement and Unilateral Undertaking

"Default Notice" means a notice in writing served on the Council and the GLA by the Chargee under clause 6.2.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units (as the case may be)

"Defects Liability Period" means such period of time following Practical Completion of a Block in which a contractor may remedy defects as may be included in the building contract for the relevant Block

"Delivery and Servicing Management Plan" means the delivery and servicing management plan submitted to and approved by the Council pursuant to the relevant condition of the Planning Permission

"Development" means the demolition of existing buildings and structures and comprehensive phased residential-led redevelopment to provide 453 residential units (of which 173 units will be affordable), flexible retail, community and office uses, provision of car and cycle parking, landscaping, public and private open spaces and all other necessary enabling works

"Development Viability Information" means the information required by Formula 1a and Formula 2 being:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Housing Value;
- (d) Average Low Cost Rent Housing Value; and
- (e) Average LLR Housing Value,

and including in each case supporting evidence to the Council's and the GLA's reasonable satisfaction

"Eligible Purchaser" means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000 or in accordance with Priority Band 1 and Priority Band 2 for the first three months of marketing

"Eligible Renter" means, in relation to any London Living Rent Housing Unit and any Additional Affordable Housing Unit to be provided as London Living Rent Housing, an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

"Employment and Skills Plan" means a plan to be agreed between the Owner and the Council for the delivery of the Local Employment Agreement.

"Employment and Skills Monitoring Contribution (construction)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Employment and Skills Plan

"Employment and Skills Monitoring Contribution (operational)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Operational Employment and Skills Plan

"Energy Monitoring Portal" means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this

"Estimated Build Costs" means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date and
- (b) the actual Build Costs incurred at the Review Date

"Estimated GDV" means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 1 of Schedule 3 based on detailed comparable market evidence to be assessed by the GLA and the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

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

"Expert" means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 10 to determine a dispute

"Existing Bus Layover Obligations" means any planning obligations in the Existing Planning Agreements relating to the use of the Bus Layover Land and access to that land for purposes in connection with buses and/or public transport

"Existing Planning Agreements" means the 1991 Agreement, the 1992 Agreement and the 1997 Agreement

"External Consultant" means the external consultant that may be appointed by the Council and approved by the GLA, or an external consultant appointed by the GLA, to assess the Development Viability Information

"Grant Date" means:

- (a) if Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period, the date on which the Planning Permission is finally upheld following the relevant Challenge Proceedings (including any appeals) being exhausted; or
- (b) in all other circumstances, the date of grant of the Planning Permission

"Habitable Room" means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

"Healthcare Contribution" means the sum of £395,685 Index-Linked to be paid to the Council and applied towards the provision or improvement of primary healthcare facilities in the vicinity of or serving the Development

"Highway Works" means the works set out in Appendix 2 to be carried out in the area shown on Plan 4 which are to be carried out on the public highway and on adjoining land within the Land and secured through the completion of a Highway Works Agreement

"Highways Agreement" means an agreement or agreements between the Owner and the Council as the highway authority pursuant to sections 38, 72 and 278 (as applicable) of the Highways Act 1980 and other relevant enabling powers for securing the carrying out and completion of the Highway Works by the Owner and:

- (a) under which the Owner covenants to pay for the Council's reasonable costs in producing a detailed design of the Highway Works;
- (b) the reasonable estimated cost of the Highway Works (in the event that they are undertaken by the Council) once the design details and costs are established;
- (c) any reasonable and proper costs incurred by the Council in excess of the estimated costs of the Highway Works (in the event that they are undertaken by the Council) referred to in sub-paragraph (b) above; and
- (d) which may include such indemnities or other terms as the Council may reasonably require in relation to the carrying out and/or use of the Highway Works and also providing for the dedication as highway land of new widened footway as shown coloured green on Plan 4

"Homes England" means the housing and regeneration agency for England (or any successor body that replaces it)

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit (or Additional Affordable Housing Unit to be provided as London Shared Ownership Housing) or renting a London Living Rent Housing Unit (or Additional Affordable Housing Unit to be provided as London Living

Rent Housing) (as appropriate) share that unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:

- (a) In relation to a single Eligible Purchaser or a single Eligible Renter the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) relation to joint Eligible Purchasers or joint Eligible Renters the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households

"Housing Occupational Therapist" means the individual employed by the Council in the Housing and Regeneration Department from time to time in the role of Occupational Therapist, such individual to registered with the Health and Care Professions Council or its successor body.

"Independent Valuer" means the valuer appointed pursuant to the provisions of paragraph 8 of Part A of Schedule 3

"Index" means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the GLA may determine, acting reasonably

"Index-Linked" means the product of the relevant amount specified in this Deed multiplied by A and divided by B where:

- (a) **"A"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index prior to the relevant anniversary of the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index prior to the date of the payment; and
- (b) **"B"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index at the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index at the date of this Deed,

PROVIDED THAT if the Index shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be proposed by the Owner and may be approved by the Council in writing

"Intention Notice" means a notice in writing served on the Chargee by the GLA or the Council under clause 6.3 that the Council or the GLA (or the Council's or the GLA's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Interest" means interest at 4% above the base lending rate of Lloyds Bank or such other bank as the Council uses from time to time

"Intermediate Housing" means London Living Rent Housing and London Shared Ownership Housing or either of them (as the context requires)

"Intermediate Housing Policy Statement" means the policy statement published by the Council from time to time (the most recent version of which was published on 8 January 2018) which outlines, with or without other matters, the income eligibility range for applicants to intermediate housing schemes in the Borough of Richmond upon Thames (or any replacement Council guidance or policy statement)

"Land" means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title number TGL45415 and shown for the purpose of identification only edged red on the Location Plan (Plan 1) annexed at Schedule 1 to this Deed

"Level Crossing Improvements Contribution" means the sum of £60,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, except as they may involve amendments to the adjacent highway for delivery by the highway authority to be applied towards improvements to the level crossing in the vicinity of the Development

"Local Businesses" means Businesses registered within the London Borough of Richmond.

"Local Employment Agreement" means a commitment by the applicant to maximise the employment and training opportunities for Local People, in line with the industry recognised benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use.

"Local People" means

- a) Are a resident with a post code signifying that they live in the London Borough of Richmond.
- b) Have a non-qualifying borough post code but are connected to London Borough of Richmond, where the Borough has a duty of care to the resident e.g. housed outside of their borough in Temporary Accommodation.
- c) Are seeking Information, advice and guidance, employment support or training to seek employment.
- d) Seeking to apply for a vacancy linked to the development in accordance with the terms agreed within an Employment and Skills Plan

"Local Resident" means a person living in or working in or with a local connection to the London Borough of Richmond upon Thames

"London Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent:

- (a) including Service Charges, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance.

"London Affordable Rented Housing Unit" means any Low Cost Rented Housing Unit which is to be provided as London Affordable Rented Housing

"London Design Standards" means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016

"London Living Rent Housing" means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which annual housing costs, including rent and Service Charges, must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70

per cent of gross income) specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed);

- (d) under which the rent (inclusive of Service Charges), which is to be set by the Affordable Housing Provider in consultation with the Council, is at the time of the letting in question: (i) not more than 80 per cent of the local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); (ii) and equal to or less than the relevant maximum rents published by the GLA annually; and
- (e) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period but subject always to annual housing costs, including rent and Service Charges, not exceeding 28 per cent of the relevant annual gross income upper limit specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed),

PROVIDED THAT initial rents for subsequent lettings will reset in accordance with subparagraph (d) above

"London Living Rent Housing Units" means the 36 Affordable Housing Units shown shaded green on Plan 3 comprising 83 Habitable Rooms (less, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing or as Social Rented Housing (as the case may be)) to be made available for London Living Rent Housing in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing

"London Living Rent Marketing Plan" means a plan to market the London Living Rent Housing Units to Eligible Renters with priority being given by the Affordable Housing Provider to Local Residents for the first three months of marketing

"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 Greater London Authority guidance or policy

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

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) of the relevant annual gross income upper limit specified in the Council's Intermediate Housing Policy Statement (such amount as at the date of this Deed being £ 50,000 for two thirds of the London Shared Ownership Housing Units and £ 90,000 for one third of the units) **Provided That** this restriction shall apply only to the sale of a London Shared Ownership Housing Unit to an Eligible Purchaser where such sale is

reserved to that Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed,

and PROVIDED FURTHER THAT in relation to the first sale of the London Shared Ownership Housing Units, the average gross household income of all Eligible Purchasers who acquire London Shared Ownership Housing Units shall not be greater than £56,200 per household (unless otherwise approved by the Council),

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

"**London Shared Ownership Housing Units**" means the 34 Affordable Housing Units as shown shaded red on Plan 3 comprising 101 Habitable Rooms (together with, if applicable, any Council Granted Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which as a result of the operation of the Council Grant Funding Review are to be provided as London Shared Ownership Housing) to be made available for London Shared Ownership Housing in accordance with Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

"**London Shared Ownership Marketing Plan**" means a plan to market the London Shared Ownership Housing Units with priority being given by the Affordable Housing Provider in accordance with paragraph 3.7 of Part A of Schedule 3 to this Deed and to Local Residents

"**Low Cost Rented Housing Units**" means the 103 Affordable Housing Units shown shaded yellow on Plan 3 comprising 293 Habitable Rooms (together with, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing or Open Market Housing Units (as the case may be)) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing instead) to be provided as London Affordable Rented Housing or (if the Owner elects) as Social Rented Housing (or in any combination of the two whereby some of the relevant units are provided as London Affordable Rented Housing and the remainder are provided as Social Rented Housing) in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing or as Social Rented Housing (as applicable)

"**Mayor's Funding Guidance**" means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 (and including the addendum published in June 2018) or any update or replacement guidance

"**Monitoring Contribution**" means the sum of £45,621 Index-Linked to be paid to the Council towards the costs of the Council for monitoring the obligations of the Owner in this Deed

"**Moratorium Period**" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council)

"**Network Rail**" means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN or any successor to its relevant function(s)

"**Nominations Agreement**" means in respect of the Low Cost Rented Housing Units (and if applicable any Additional Affordable Housing Units to be provided as Low Cost Rented Housing), an agreement for the nomination of tenants for those units substantially in the form of the relevant draft annexed at Appendix 3 (or such other form as may be agreed between the Owner and the Council from time to time)

"**North Sheen Station Improvements Contribution**" means the sum of £40,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects)

directly to Network Rail, to be applied towards improvements to North Sheen mainline railway station including, without limitation, new benches and lighting improvements, re-painting and improvements to customer information provision

"Occupation" means occupation of the Land or any of the Residential Units or any part(s) of any buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and **"Occupy"** and **"Occupied"** shall be construed accordingly

"Occupier" means the occupier or occupiers of a single Residential Unit

"Offsite Playspace Contribution" means the sum of £63,455 Index-Linked to be paid to the Council and to be applied towards the provision and/or improvement of playspace for 11 to 17-year olds in the vicinity of the Development

"Offsite Playspace Maintenance Contribution" means the sum of £23,520 Index-Linked to be paid to the Council and to be applied towards the ongoing maintenance of playspace for 11 to 17-year olds in the vicinity of the Development for a period five years

"Open Market Housing Unit" means any Residential Unit forming part of the Development which is not an Affordable Housing Unit or Additional Affordable Housing Unit

"Option" means the option to be granted to the Council (or its nominated substitute Affordable Housing Provider) or to the GLA (or its nominated substitute Affordable Housing Provider) (as the case may be) in accordance with in accordance with clause 6.4 for the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Parties" means the GLA, the Owner and the Mortgagee and **"Party"** shall be construed accordingly as the context requires

"Phase" means a phase of the development as defined in the Phasing Plan and **"Phase 0"**, **"Phase 1a"**, **"Phase 1b"**, **"Phase 2"**, **"Phase 3"** and **"Phase 4"** shall be construed accordingly

"Phasing Plan" means the plan annexed to this Deed as Plan 2 showing the phases in which the Development is to be constructed (or such replacement plan as may be proposed by the Owner and approved by the Council and the GLA from time to time)

"Planning Permission" means the planning permission for the Development to be granted pursuant to the Application a draft of which is attached to this Deed at Schedule 2 and, other than for the purposes of clauses 7.1 and 7.2 and Formula 2 (and without prejudice to the Council's discretion to require a deed of variation or replacement deed of planning obligations to secure different or additional planning obligations), includes: (i) any amendments to that planning permission from time to time pursuant to section 96A of the 1990 Act; and (ii) any planning permission subsequently granted under section(s) 73 and/or 73A of the 1990 Act from time to time in connection with the Development

"Playspace Facilities" means the communal amenity areas of the Development comprising child play space as shown for indicative purposes coloured red and coloured green on Plan 6

"Practical Completion" means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and **"Practically Completed"** shall be construed accordingly

"Preliminary Notice" means the written notice served by the Council confirming the availability of Council Grant Funding in accordance with the provisions of paragraph 8.2 of Part A of Schedule 3 and which confirms the likely level of funding which is available;

"Previous Permission" means the relevant planning permission(s) authorising the existing buildings on and use of the Land immediately prior to the grant of the Planning Permission

"Priority Band 1" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £50,000 (maximum annual housing cost including mortgage repayments, rent and service charges should be no greater than 40 per cent of net household income) for two thirds of the London Shared Ownership Housing Units subject to any adjustments made by the Council's Intermediate Housing Policy Statement (or replacement guidance or policy) from time to time

"Priority Band 2" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

"Public Realm" means those parts of each Phase shown coloured blue on Plan 6 which are to be provided as public access open space in accordance with paragraph 2 of Schedule 6

"Public Realm Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Public Realm such management plan to include:

- (a) a plan identifying the layout, the soft and hard landscaping areas, fencing and access points of the Public Realm to which it relates;
- (b) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);
- (c) details of the management body responsible for maintenance;
- (d) details of the frequency of maintenance;
- (e) repair and renewal arrangements;
- (f) lighting and provision of litter bins; and
- (g) drainage, boundary treatment and provision of play equipment

"Public Realm Provision Scheme" means details of the provision of Public Realm within the relevant Phase of the Development including:

- (a) location of each area of Public Realm;
- (b) a plan showing where the relevant Public Realm will be provided; and
- (c) a timetable setting out when each parcel of Public Realm within the Phase will be fully available for use by the public by reference to the Occupation of Blocks, Residential Units and/or Commercial Units (as applicable) within the relevant Phase,

(which scheme for the avoidance of doubt may allow for the planting of any grass trees and shrubs comprised in the relevant Public Realm to which the scheme relates to be carried out in the first planting season following first Occupation of the relevant Block, Residential Unit(s) and/or Commercial Unit(s) (as applicable))

"Public Subsidy" means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development

"Purchased LLR Unit" means any London Living Rent Housing Unit (or Additional Affordable Housing Unit provided as London Living Rent Housing) which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of Part A of Schedule 3 to this Deed

"Railway Safety Contribution" means the sum of £15,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards education programmes for the local community on railway safety including,

without limitation, education on the risks associated with the nearby level crossing and how to use it safely

“Reasonable Endeavours” has the meaning given to it in clause 1.2.10

"Regulator of Social Housing" means the government agency for the regulation of social housing in England (or any successor agency)

"Rent Guidance" means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation

"Rent Standard" means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance 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 third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Land) or a self-contained energy system serving multiple residential properties (within a Block or Phase)

“Reportable Unit (Residential)” means, for each individual Block, all Residential Units within that Block (excluding the communal areas)

“Reportable Unit (Non-Residential)” means a non-residential reportable unit determined in accordance with the relevant criteria in the 'Be Seen' Energy Monitoring Guidance (including communal areas in Blocks).

"Residential Travel Plan" means a travel plan for the Residential Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 1.1 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 1.2 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be prior to first marketing of any Residential Unit;
- (b) comprising an action plan and initiatives to achieve mode shares attached at appendix 5 and approved on grant of the Planning Permission;
- (c) to influence positively the travel behaviour of Occupiers by promoting alternative modes of travel to the car;
- (d) to minimise the number of single occupancy car trips generated by the Development by encouraging car sharing and car clubs;
- (e) to provide visitor cycle spaces in accessible locations within the Development,

and such other measures as may be agreed between the Council and the Owner

"Residential Units" means the Open Market Housing Units and the Affordable Housing Units and (if any) the Additional Affordable Housing Units and for the avoidance of doubt any Council Grant Funded Units

"Returns" means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development

"Review Date" means the date of the submission of the Development Viability Information pursuant to Part A of Schedule 3 of this Deed

"Richmond Work Match" means a designated professional recruitment service that works with construction and sub-contractors to support their recruitment needs; to work with

residents and recruit, to train up residents in construction qualifications and ensure the delivery and monitoring of the Employment and Skills Plans.

"Service Charges" means all amounts payable by a tenant or owner (as appropriate) of the relevant Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent 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 Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit (as applicable)

"Social Rented Housing" means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents

"Staircasing" means the acquisition by a purchaser of a London Shared Ownership Housing Unit of additional equity in a unit of London Shared Ownership Housing up to a maximum of 100% equity and **"Staircased"** shall be construed accordingly

"Station Access Feasibility Contribution" means the sum of £410,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards feasibility, design and development studies relating to, and delivery of, accessibility improvements to North Sheen mainline railway station

"Statutory Undertaker" means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) Order 2015

"Substantial Implementation" means the Development has been Commenced and the following has occurred:-

- (a) letting of a contract for the construction of Phase 1b
- (b) completion of Phase 0 and Phase 1a; and
- (c) construction of the ground floor of Block C up to and including the first floor slab

"Substantial Implementation Target Date" means the date 24 months from but excluding the Grant Date

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

"Sustainable Transport Implementation Fund" means £350,000 Index-Linked to be paid to the Council and held for five (5) years from the date of the Baseline Travel Survey (as defined by the Residential Travel Plan) to be applied towards the implementation of any additional measures in order to meet the targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan

"Sustainable Transport Measures" means measures intended to improve sustainable transport in connection with the Development and/or to meet the relevant targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan (as applicable) in accordance with the terms of Schedule 4, including but not limited to any of the following (or any combination of them):

- (a) Qualitative research such as holding community residential groups to gain information on travel barriers;
- (b) Implementation of a cargo bike scheme;
- (c) Free membership to cycle hire or purchase of pool bikes;
- (d) Funding or discount towards the purchase of non-standard cycles (e.g. adapted cycles or cargo bikes);
- (e) Purchase of cargo bike for Commercial Units;
- (f) Loaded travel (oyster) cards for public transport;
- (g) Additional cycle infrastructure, enhanced cycle parking (off-site) and education;

- (h) Additional pedestrian infrastructure, or public realm improvements;
- (i) Additional public transport infrastructure;
- (j) Enhanced pedestrian crossing facilities on Manor Road (costed at approximately £350,000);
- (k) Women's safety audit and interventions delivery (costed at approximately £250,000).

"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 from time to time

"Total Benchmark Value" means the estimated total disposal value of the Open Market Housing Units, the London Living Rent Housing Units, the Affordable Rented Housing Units and the London Shared Ownership Housing Units that is identified by the Independent Valuer using comparable data which is no more than six months old and agreed between the Owner and the Council to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3

"Transport for London" means Transport for London or its successor body and **"TfL"** shall be construed accordingly

"Travel Plan Monitoring Contribution (Commercial)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Commercial Travel Plan

"Travel Plan Monitoring Contribution (Residential)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Residential Travel Plan

"Undertakes" means undertakes pursuant to section 106 of the Act and section 16 of the Greater London Council (General Powers) Act 1974 and **"Undertake"** and **"Undertakings"** shall be construed accordingly

"Unit Benchmark Value" means the estimated disposal value of the relevant Open Market Housing Unit, London Living Rent Housing Unit, Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as the case may be) that is identified by the Independent Valuer using comparable data which is no more than six months old to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3 and as illustrated for information purposes only in the Worked Example (CGF Review)

"Waste Collection Contribution" means the sum of *[awaiting details from Council as to calculation of sum for second weekly waste collection]*

"Worked Example (CGF Review)" means the illustrative worked example of the Council Grant Funding Review (showing, amongst other things, an example of the determination of the Unit Benchmark Value and a calculation of how many and which Residential Units can be provided as Council Grant Funded Units using Council Grant Funding), attached hereto as Appendix 5

"Working Day" means any day excluding Saturdays, Sundays and any bank holidays in England and **"Working Days"** shall be construed accordingly.

1.2 In this Deed:

- 1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force save that references to use classes within the Town and Country Planning (Use Classes) Order 1987 are and shall be construed as references to such use classes as stated in the Town and

- Country Planning (Use Classes) Order 1987 in force as at 31 August 2020 and such construction shall not be affected by changes to that Order after that date;
- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed;
- 1.2.3 references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.6 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.7 covenants and Undertakings made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council and the GLA shall include successors to their respective statutory functions;
- 1.2.9 references to the Owner not Occupying include an obligation not to permit or suffer Occupation; and
- 1.2.10 reference to “**Reasonable Endeavours**” shall be taken to mean that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such Party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party as set out in clause 1.2.11 and by the expenditure of such effort and/or sums of money and the pursuance of such reasonable avenues that are available and engagement of such professional or other advisers as in each case in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile.
- 1.2.11 The standards referred to in clause 1.2.10 are:
- (A) in the case of the Owner, that of a competent and prudent commercial developer having the same commercial interests and economic circumstances as the Owner in the context of the Development and the wider commercial and residential property market; and
 - (B) in the case of the GLA, that of a competent local authority acting reasonably in the context of its statutory functions.

2. **STATUTORY AUTHORITY AND ENFORCEABILITY**

- 2.1 This Deed is entered into under sections 2E and 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and, subject to clause 2.2, all the restrictions covenants and Undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and Section 16 of the Greater London Council (General Powers) Act 1974 and for the avoidance of doubt the covenants in paragraph 8 of Schedule 4 are Undertakings for the purposes of the said section 16 but are not planning obligations.

3. **EFFECT AND CONDITIONALITY OF THIS DEED**

This Deed is conditional and shall become binding upon the grant and Commencement of the Planning Permission **SAVE FOR** the provisions of this clause 3 and clauses 1, 2, 4.2, 4.3 and 6 to 24 (inclusive) and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect on completion of this Deed.

4. **THE OWNER'S COVENANTS AND OBLIGATIONS**

- 4.1 The Owner covenants with the GLA and Undertakes to the Council to perform the obligations and Undertakings specified in Schedule 3 to Schedule 7 (inclusive) to this Deed.
- 4.2 The Owner Undertakes to pay to the Council on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation of this Deed and the Monitoring Contribution.
- 4.3 The Owner covenants to pay to the GLA on or before completion of this Deed the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

5. **THE GLA'S COVENANTS**

The GLA covenants with the Owner to perform the obligations on its part specified in this Deed.

6. **EXCLUSIONS**

- 6.1 This Deed shall not be enforced against the following:
- 6.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
- 6.1.2 any owner, tenant or occupier of any Open Market Housing Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;
- 6.1.3 any owner, tenant or occupier of any Commercial Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraphs 4.2 and 8.2 of Schedule 4 which shall be enforceable against such persons;
- 6.1.4 any Affordable Housing Provider providing Affordable Housing Units within a completed building in the Development except in relation to the obligations in Part A of Schedule 3 paragraphs 2, 3.6 to 3.11 (inclusive) and 4 and paragraph 8.1 of Schedule 4 to this Deed;
- 6.1.5 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit who has exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or

the Housing Act 1996 or the Housing and Regeneration Act 2008 or the Housing and Planning Act 2016 or any similar or substitute right applicable or has acquired 100% of the equity in a London Shared Ownership Housing Unit nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;

- 6.1.6 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit (other than a person to whom clause 6.1.5 applies) nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraphs 2 and 4 of Part A of Schedule 3 and paragraph 8 of Schedule 4 which shall be enforceable against such persons;
 - 6.1.7 subject to clause 6.2 to 6.7 (inclusive), and in respect of the covenants, restrictions and obligations in Part A of Schedule 3 only, any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee;
 - 6.1.8 subject (in relation to any Chargee) to clause 6.1.7 (which clause, for the avoidance of doubt, applies only to the enforceability against such Chargee of the covenants, restrictions and obligations in in Part A of Schedule 3), against any Chargee or other chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver until such Chargee or other chargee, mortgagee or receiver has entered into possession of the Land or the part thereof to which such covenants, Undertakings, restrictions and obligations relate or the Development is continued by or at the instigation of a receiver, liquidator or other agent appointed by or on behalf of any Chargee or other mortgagee or chargee in place of the Owner;
 - 6.1.9 any successors in title to the persons categorised in clauses 6.1.1 to 6.1.8; and
 - 6.1.10 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt TfL and London Bus Services Limited (and their respective statutory successors and their nominated occupiers and operators) in respect of the Bus Layover Land).
- 6.2 In order to benefit from the protection granted by clause 6.1.7, a Chargee must:
- 6.2.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (A) on the Council either:
 - (1) by delivery by hand to the Council's offices at the Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to the Head of Development Management during the hours of 9am to 5pm on a Working Day; or
 - (2) using first class registered post to the Council's offices addressed to the Head of Development Management,
in either case with a copy sent by email to **[insert email address]** (or such other email address as may be notified by the Council to the Owner); and
 - (B) on the GLA either:
 - (1) by delivery by hand to both the GLA's offices at City Hall, Kamal Churchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day; or

- (2) by using first class registered post to both the GLA's offices at City Hall, Kamal Chunchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning),
in either case with a copy sent by email to **[insert email address]** (or such other email address as may be notified by the GLA to the Owner);
- 6.2.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and
- 6.2.3 subject to clause 6.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 6.4 below.
- 6.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the GLA or the Council may serve an Intention Notice on the Chargee the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.
- 6.4 Not later than 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 Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) (the "**Buyer**")), the Chargee will grant to the Buyer an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
 - 6.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 6.4.2 the price for the sale and purchase will be agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below;
 - 6.4.3 provided that the purchase price has been agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below, but subject to clause 6.4.4 below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 6.4.4 the Option will expire upon the earlier of:
 - (A) notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval to the same; and
 - (B) the expiry of the Moratorium Period; and
 - 6.4.5 any other terms agreed between the parties to the Option (acting reasonably);
- 6.5 Following the service of the Intention Notice:
 - 6.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 6.5.2 the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant 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 contained in Schedule 3; and

- (B) (unless otherwise agreed in writing between Buyer and the Chargee) the Sums Due.
- 6.6 If on the date falling 10 Working Days after service of the Intention Notice, the Buyer and the Chargee have not agreed the price pursuant to clause 6.5.2(A) above:
- 6.6.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 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;
 - 6.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 6.6.3 the independent surveyor shall determine the price reasonably obtainable referred to in clause 6.5.2(A) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 6.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 6.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 6.6.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 6.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Part A of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 6.7.1 neither the GLA nor the Council has served an Intention Notice before the expiry of the Intention Notice Period;
 - 6.7.2 the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 6.7.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval.
- 6.8 The GLA and (if applicable) the GLA's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 6.2 to 6.7 above (inclusive).

7. DETERMINATION OF THE PLANNING PERMISSION

- 7.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect (insofar as it has not already been complied with and save for any breach prior to such cessation) in the event that:
- 7.1.1 the Planning Permission shall lapse without having been implemented; or
 - 7.1.2 the Planning Permission shall be revoked without the consent of the Owner; or

- 7.1.3 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the Council.
- 7.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 7 the Owner may request that the Council effect the cancellation of all entries made in the register of local land charges in respect of this Deed **PROVIDED THAT** there are no outstanding obligations.
- 7.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission (other than the Planning Permission) issued subsequent to the grant of the Planning Permission.
- 8. CONSENT AND GOOD FAITH IN RELATION TO THIS DEED**
- 8.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.
- 8.2 Neither the Council nor the GLA shall be required to pay any costs in the giving by that Party of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction pursuant to this Deed to the Owner.
- 9. VERIFICATION AND ENFORCEMENT**
- The Owner shall permit each of the Council and the GLA (and in each case its authorised employees and agents) upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligation arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council or the GLA (as the case may be) and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.
- 10. DISPUTE PROVISIONS**
- 10.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under Schedule 3 of this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties save in the case of manifest error.
- 10.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 10.3.
- 10.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.
- 10.4 The Expert's 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 in equal shares.
- 10.5 In the event that the Council states that it does not agree or approve any details, scheme or appraisal submitted to it by the Owner for such agreement or approval under the terms of this Deed the Owner shall use Reasonable Endeavours to consult and engage with the Council and pay regard to any representations made by the Council in an effort to reach

agreement with the Council for a period of no less than 20 Working Days from receipt of the relevant communication from the Council stating that consent, approval or agreement is not given.

- 10.6 In the event that the relevant matter is not approved or agreed with the Council within the 20 Working Days period referred to at clause 10.5 above then the Owner shall provide to the Council a suggested suitable person to act as an independent expert in the relevant field to determine the matter and if the Council agrees to the suggested person or does not respond within 5 Working Days the expert is to be the person suggested by the Owner and the Owner shall appoint that person to act as an Expert and the Owner accepts and acknowledges that the decision of such an Expert shall be final and binding on the Owner in the absence of manifest error and the Owner covenants and undertakes that it shall carry out the Development in accordance with the matters as determined by the Expert PROVIDED THAT if the Council notifies the Owner within 5 Working Days that it does not agree to the suggested person to act as an Expert, then if the Owner and the Council cannot agree the identify of the Expert within a further period of 5 Working Days the Owner will refer the appointment of the Expert to the President for the time being of the Law Society or (in the case of a dispute relating to a financial matter) the President for the time being of the Royal Institution of Chartered Surveyors.
- 10.7 In the event that an Expert is to be appointed by the Owner (whether it is the person the Owner suggests or a person identified by the Presidents for the time being of the Law Society or the Royal Institution of Chartered Surveyors in accordance with Clause 10.6) pursuant to clause 10.6 then the Owner shall ensure that any such Expert shall be an independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications.
- 10.8 The terms of reference of the Expert appointed by the Owner to determine a matter between the Owner and the Council shall comprise the following:
- 10.8.1 The Expert shall call for written representations from the parties to the dispute within 15 Working Days of a reference to him under clause 10.6 and the parties may within such period also exchange such representations PROVIDED THAT nothing in these clauses 10.5 to 10.8 shall require the Council to participate in such processes but it may do so if it so wishes; and
- 10.8.2 the Expert shall provide the Owner with a written decision (including his reasons) within 20 Working Days of the last date for receipt of counter-representations.
- 10.9 The provisions of this clause 10 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.
- 10.10 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.

11. **POWERS OF THE COUNCIL**

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

12. **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 covenants terms conditions undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the GLA from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting on any subsequent breach or default in respect thereof by the Owner.

13. **SEVERABILITY**

- 13.1 Each clause sub-clause schedule or paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever (but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished) then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein.
- 13.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

14. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the Council may upon the written reasonable request of the Owner at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

15. **NOTICES**

- 15.1 Unless otherwise expressly stated, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:
- 15.1.1 in the case of the Council at the address for the Council given at party recital (4) in this Deed addressed to the Head of Development Management or any other address previously notified by the Council in writing;
 - 15.1.2 in the case of the GLA at the address for the GLA given at party recital (1) in this Deed addressed to the Head of Planning (citing reference 4795) or any other address previously notified by the GLA in writing;
 - 15.1.3 in the case of the Owner at the address for the Owner given at party recital (2) in this Deed or any other address previously notified by the Owner in writing; and
 - 15.1.4 in the case of the Mortgagee at the address for the Mortgagee given at party recital (3) in this Deed or any other address previously notified by the Mortgagee in writing.
- 15.2 Any notice shall be deemed to have been duly received:
- 15.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 15;
 - 15.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or
 - 15.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 15.3 Not less than 10 Working Days before the anticipated date of each of the following events, the Owner shall notify the Council in writing (with a copy to the GLA) of such anticipated date:
- 15.3.1 the date which is 3 months prior to the anticipated date of Commencement of Development;
 - 15.3.2 Commencement of Development;
 - 15.3.3 Commencement of Development of each Phase;

- 15.3.4 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Shared Ownership Housing Unit;
 - 15.3.5 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Living Rent Housing Unit;
 - 15.3.6 the date which is 12 months prior to the anticipated date of Practical Completion of the first Low Cost Rented Housing Unit
 - 15.3.7 Practical Completion of the Development;
 - 15.3.8 Practical Completion of the first Affordable Housing Unit to be Practically Completed;
 - 15.3.9 first Occupation of the Development;
 - 15.3.10 first Occupation of the first Commercial Unit to be Occupied;
 - 15.3.11 first Occupation of the first Residential Unit to be Occupied;
 - 15.3.12 first Occupation of each Block;
 - 15.3.13 first Occupation of the first Affordable Housing Unit to be Occupied;
 - 15.3.14 first Occupation of more than 50% of the Open Market Housing Units;
 - 15.3.15 first Occupation of more than 80% of the Open Market Housing Units; and
 - 15.3.16 first Occupation of more than 90% of the Open Market Housing Units.
- 15.4 The Owner shall not cause, suffer or permit the occurrence of any event specified in clause 15.3 above until they have given notice to the Council (with a copy to the GLA) of the anticipated date of that event in accordance with clause 15.3 above.

16. MORTGAGEE CONSENT

- 16.1 The Mortgagee hereby consents to the Owner entering into the obligations contained in this Deed and acknowledges that the Land shall be bound by the covenants, restrictions, obligations and Undertakings contained in this Deed PROVIDED THAT the Mortgagee and any future mortgagee shall not be liable in respect of any breach of the terms of this Deed unless and until it takes possession of the Land (or any part thereof) or the Development is continued by or at the instigation of a receiver, administrator, liquidator or other agent appointed by or on behalf of the Mortgagee in place of the Owner.

17. CHANGE OF OWNERSHIP

- 17.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Land.
- 17.2 The Owner Undertakes to give the Council and (unless otherwise agreed with the GLA) covenants to the GLA to give immediate written notice of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner occupier or tenant of any of the Residential Units and the commercial floorspace or the new owner is a mortgagee or chargee of such individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

18. PREVIOUS SECTION 106 AGREEMENTS

- 18.1 The Owner undertakes to the Council and covenants with the GLA that following the carrying out of a material operation as defined in Section 56(4) of the 1990 Act pursuant to the Planning Permission the Owner shall not use the Land or carry out any further works under the Previous Permission.

- 18.2 The Owner and the Council may agree to enter into a separate agreement to provide for the release from all obligations, covenants and undertakings contained in the Existing Planning Agreements and from all liability, claims and demands in respect of any breach or non-observance of the same but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations, covenants or undertaking SUBJECT TO any such agreement containing provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.3 The Owner covenants with the GLA that it shall not enter into any such agreement as referred to in clause 18.2 unless such agreement contains provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.4 The Owner acknowledges and declares that as from the date on which the Existing Planning Agreements may cease to have effect it shall not maintain and shall be estopped from maintaining that it is entitled to use the Land or carry out any further works under the Previous Permission save as provided in clause 18.5.
- 18.5 In the event that the Planning Permission is quashed or is revoked or otherwise withdrawn the Owner shall be permitted to use the Land and carry out further works under the Previous Permission and for the avoidance of doubt the Existing Planning Agreements shall continue to apply in respect of the Previous Permission.

19. **INTEREST ON LATE PAYMENT**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

20. **INDEXATION**

Any sum payable or required to be spent pursuant to any Schedule to this Deed or which is referred to as being "Index-Linked" shall be Index-Linked in an upward direction only and shall accordingly be increased by the amount calculated in accordance with the definition of Index-Linked in this Deed.

21. **THIRD PARTY RIGHTS**

- 21.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Deed such that any person who is not named in this Deed shall not have a right to enforce any of its terms **OTHER THAN:**

- 21.1.1 any successors in title to any of the Parties or (in the case of the Council and the GLA) the successor to its respective statutory functions;
- 21.1.2 TfL in relation to paragraph 13 of Schedule 4 and paragraph 2.2 of Schedule 8 only; and
- 21.1.3 Network Rail in relation to paragraph 10 of Schedule 4 only.

22. **COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010**

For the purposes of the Community Infrastructure Levy Regulations 2010 (the "**Regulations**"), the Owner and the GLA hereby affirm that the planning obligations contained in Schedule 3 to Schedule 7 are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

23. **REGISTRATION OF THIS DEED**

This Deed may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

24. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and, subject to clause 10, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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

SCHEDULE 1

PLANS

1. Location Plan
2. Phasing Plan
3. Affordable Housing Plan(s)
4. Highway Works Plan
5. Bus Layover Land
6. Plan showing the Public Realm and Playspace
7. Plan showing the Car Club Parking Spaces

SCHEDULE 2
DRAFT PLANNING PERMISSION

SCHEDULE 3

AFFORDABLE HOUSING

PART A

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Part A of Schedule 3.
- 1.2 The Affordable Housing Units (including for the avoidance of doubt the Council Grant Funded Units, if any), Additional Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of the Residential Units **PROVIDED THAT** the tenure split of the Affordable Housing Units together with the Additional Affordable Housing Units accords with the Affordable Housing Target Tenure Split.

2. AFFORDABLE HOUSING PROVISION

2.1 The Owner shall not:

- 2.1.1 Occupy or permit the Occupation of the London Affordable Rented Housing Units nor any Additional Affordable Housing Units to be provided as London Affordable Rented Housing for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
- 2.1.2 Occupy or permit the Occupation of the London Shared Ownership Housing Units nor any Additional Affordable Housing Units to be provided as London Shared Ownership Housing for any purpose other than for London Shared Ownership Housing for the lifetime of the Development, save where a Shared Ownership Lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit;
- 2.1.3 Occupy or permit the Occupation of the London Living Rent Housing Units nor any Additional Affordable Housing Units to be provided as London Living Rent Housing for any purpose other than for London Living Rent Housing for the lifetime of the Development SUBJECT ALWAYS to paragraph 4 of this Part A
- 2.1.4 Occupy or permit the Occupation of any Affordable Housing Units which are provided as Social Rented Housing Units nor any Additional Affordable Housing Units to be provided as Social Rented Housing for any purpose other than for Social Rented Housing for the lifetime of the Development

PROVIDED ALWAYS and for the avoidance of doubt the provisions of this paragraph 2 of Schedule 3 shall apply in the same terms to any Council Grant Funded Units by operation of paragraph 8 of this Part A of Schedule 3

3. DELIVERY OF AFFORDABLE HOUSING

3.1 The Owner shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards.

3.2 The Owner shall provide:

- 3.2.1 the Affordable Wheelchair Accessible Housing Units; and
- 3.2.2 at least 10% of the Open Market Housing Units,

as wheelchair accessible units in compliance with Building Regulations requirement M4(3) 'wheelchair user dwellings' (in consultation with the Council) and to ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair units under the Building Regulations requirement M4(3) 'wheelchair user dwellings' and any nominations for such adapted units shall be at the discretion of the Council or Affordable

Housing Provider acting reasonably PROVIDED THAT the Affordable Wheelchair Accessible Housing Units shall be provided as wheelchair accessible units in compliance with Building Regulations requirement M4(3)(2)(b) 'wheelchair user dwellings'.

- 3.3 Prior to the Commencement of the Development, the Owner shall consult with the Council's Housing Occupational Therapist on the design and layout of the wheelchair user dwellings and shall comply with the Council's Housing Occupational Therapist's reasonable requests and a scheme specifying the detailed design and layout of the Affordable Housing Units and Open Market Units to be provided in accordance with paragraph 3.2 above shall be submitted to the Council for approval and the Development shall not be Commenced until that scheme has been approved by the Council.
- 3.4 The Development shall not be implemented other than in accordance with the scheme approved under paragraph 3.3 above (or such replacement scheme as may be submitted by the Owner to the Council and approved by the Council from time to time).
- 3.5 Save for those Affordable Housing Units and Open Market Housing Units to which paragraph 3.2 applies, all Residential Units shall be provided as wheelchair accessible and adaptable units in compliance with Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and to ensure that, subject to paragraph 3.2 above, the specification for any communal access shall not be less than the specification for access for wheelchair accessible and adaptable units under Building Regulations requirement M4(2) 'accessible and adaptable dwellings' and any nominations for such adaptable units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.
- 3.6 The London Shared Ownership Housing Units shall not be sold to any purchaser other than an Eligible Purchaser, except where Staircasing applies and where the Shared Ownership Lessee has Staircased to 100% equity.
- 3.7 Each London Shared Ownership Housing Unit shall be marketed:
 - 3.7.1 on first sale exclusively to Eligible Purchasers who are within Priority Band 1 for a period of at least 3 months with priority for any marketing and sales being given to Eligible Purchasers falling within Priority Band 1 and who are Local Residents (the "**Exclusivity Period**");
 - 3.7.2 following the expiry of the Exclusivity Period, the London Shared Ownership Housing Units may be marketed to Eligible Purchasers who are within Priority Band 2 (with priority being given to Local Residents); and
 - 3.7.3 paragraphs 3.7.1 and 3.7.2 shall apply mutatis mutandis to any subsequent sales of the London Shared Ownership Housing Units except where a Shared Ownership Lessee has Staircased to 100% equity in the relevant London Shared Ownership Housing Unit.
- 3.8 Not less than 12 months prior to the estimated date of Practical Completion of the first London Shared Ownership Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Shared Ownership Marketing Plan and such units shall be marketed and disposed of in accordance with the approved London Shared Ownership Marketing Plan and paragraph 3.7 of this Part A of Schedule 3.
- 3.9 No marketing of any of the London Shared Ownership Housing Units shall be carried out until the London Shared Ownership Marketing Plan has been approved in writing by the Council.
- 3.10 All net receipts received by an Affordable Housing Provider as a result of Staircasing (or such other body who receives such net receipts) shall be recycled and used for no purpose other than towards the provision of Affordable Housing in London.
- 3.11 Not less than 12 months prior to the estimated date of Practical Completion of the first London Living Rent Housing Unit to be Practically Completed the Owner or the Affordable Housing Provider shall submit to the Council for its approval the London Living Rent

Marketing Plan and such units shall be marketed and let in accordance with the approved London Living Rent Marketing Plan and paragraph 4 of this Part A of Schedule 3.

- 3.12 No marketing of any of the London Living Rent Housing Units shall be carried out until the London Living Rent Marketing Plan has been approved in writing by the Council.

4. CONVERSION OF LONDON LIVING RENT HOUSING UNITS

- 4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Owner shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 4.3 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has (or have) not elected to acquire that unit, the Owner may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT paragraphs 3.7.1 and 3.7.2 above shall apply mutatis mutandis to such sale and the sale shall only complete after the termination of the then current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 4.5 The Owner shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing (and paragraphs 3.7.1 and 3.7.2 above shall apply mutatis mutandis to any subsequent sale of the relevant Purchased LLR Unit), save in relation to any Purchased LLR Unit(s) in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

5. DELIVERY OF THE AFFORDABLE HOUSING UNITS

- 5.1 The Owner covenants not to Occupy any Open Market Housing Units unless and until:
- 5.1.1 50% of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.1.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.
- 5.2 The Owner covenants not to Occupy more than 50% of the Open Market Housing Units unless and until:
- 5.2.1 all of the Affordable Housing Units in Block C have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.2.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of those Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.

- 5.3 The Owner covenants not to Occupy more than 80% of the total Open Market Housing Units unless and until:
- 5.3.1 all of the Affordable Housing Units have been constructed and Practically Completed in accordance with the covenants and obligations in this Schedule;
- 5.3.2 a freehold interest or a minimum 150 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units has been granted to the Affordable Housing Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges for such Affordable Housing Units.
- 5.4 The Owner shall provide evidence of the transfer to an Affordable Housing Provider (or Affordable Housing Providers) of the freehold or a long leasehold interest of the London Shared Ownership Housing Units referred to in paragraphs 5.1.2 and 5.2.2 of this Schedule to the Council's Housing Development Partnership Manager within ten (10) Working Days of completion of the transfer.
- 5.5 The Owner covenants to procure that an Affordable Housing Provider (or Affordable Housing Providers) shall enter into a Nominations Agreement (or Nominations Agreements) in respect of the Low Cost Rented Housing Units and that a Low Cost Rented Housing Unit shall not be Occupied until a Nominations Agreement has been entered into in respect of that Low Cost Rented Housing Unit.
- 5.6 The Owner covenants not to Occupy or permit Occupation of more than 25 per cent of the Open Market Housing Units until an Affordable Housing Provider has (or Affordable Housing Providers have) entered into a Nominations Agreement (or Nominations Agreements) with the Council in respect of all of the Low Cost Rented Housing Units.

6. MISCELLANEOUS PROVISIONS

- 6.1 The Owner covenants that prior to Practical Completion of any of the Affordable Housing Units in a Phase:
- 6.1.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units included in the relevant Phase shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
- 6.1.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to provide safe access;
- 6.1.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.
- 6.2 The Owner covenants:
- 6.2.1 to ensure that the design and construction of the Development is executed in such a way as to minimise any nominal Service Charge for each Affordable Housing Unit;
- 6.2.2 not later than three months prior to Occupation of an Affordable Housing Unit to agree any Service Charges for that Affordable Housing Unit with the Affordable Housing Provider and the Council (the "**Agreed Service Charge Rate**") and thereafter the Service Charges for that Affordable Housing Unit shall not exceed the Agreed Service Charge Rate (Index Linked) unless the Council (following a written request from the Owner or the Affordable Housing Provider) agrees an increase to the same in writing **PROVIDED THAT** in all cases the amount of the Services Charges shall not be more than the actual costs of the services provided; and
- 6.2.3 not to permit Occupation of any Affordable Housing Unit until the Service Charges for that Affordable Housing Unit are agreed.

7. **ADDITIONAL AFFORDABLE HOUSING UNITS**

7.1 If any Additional Affordable Housing Units are required pursuant to paragraph 3 of Part B of this Schedule 3 all references to "Affordable Housing Units" in this Part A (except in paragraph 1.2) and in clauses 6.1.4, 6.1.7 and 6.2 to 6.8 of this Deed shall include the Additional Affordable Housing Units.

8. **COUNCIL GRANT FUNDING**

8.1 As soon as reasonably practicable after the date of this Deed and in any event at least 6 months prior to the Commencement of Development the Owner shall provide written notice requesting that the Council commence a review of available Council Grant Funding.

8.2 Subject always to paragraph 8.5 below, in the event that:

8.2.1 the Council serves the Preliminary Notice within 10 Working Days of receipt by the Council of the notice served pursuant to paragraph 8.1 of this Part A the Owner shall seek to jointly appoint with the Council the Independent Valuer (such appointment to be at the Owner's cost and made within 10 Working Days of the service of the Council's Preliminary Notice and if that does not occur then paragraph 8.2.2 shall apply);

8.2.2 if the Owner and the Council are unable to agree on the identity of the Independent Valuer or the Council does not provide input into the identity of the Independent Valuer within 10 Working Days of the date of the service of the Council's Preliminary Notice (or such longer period as may be agreed between the Owner and the Council, each in their absolute discretion) either party may ask the President for the time being of the Royal Institution of Chartered Surveyors to nominate a valuer from a major London firm of surveyors with not less than 10 years relevant experience and if he or she is unable or unwilling to do so, the next most senior officer may make the nomination and for the avoidance of doubt the relevant person so nominated shall be the Independent Valuer;

8.2.3 the Independent Valuer shall be instructed by the Owner (or jointly if the Owner and the Council agree between them that the instruction is to be a joint instruction between the Owner and the Council) to provide, within 15 Working Days of his or her appointment, written confirmation of the Total Benchmark Value to the Council and the Owner;

8.2.4 within 20 Working Days of receipt of such written confirmation the Council shall have the ability to determine (such determination to be approved by the Owner in writing (acting reasonably) and which determination is hereafter referred to as the "**Council's Determination**") the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding PROVIDED THAT where the Council does not provide a Council's Determination within the aforementioned 20 Working Day period, the Owner shall have the ability to refer the matter to the Independent Valuer pursuant to the terms of paragraph 8.2.5(B);

8.2.5 the Owner has approved in writing the Council's Determination (such approval not to be unreasonably withheld or delayed) and in the event that (in each case if applicable):

(A) the Owner has not responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination, then the Owner shall be deemed to have approved the Council's Determination; or

(B) the Owner has responded to the Council's Determination within 10 Working Days of receipt by the Owner of the Council's Determination but the Owner's response is that it does not agree with the Council's Determination, then either party may refer matter to the Independent Valuer for determination (and for that purpose the Owner shall and the

Council may provide the Independent Valuer with such information as is reasonably required by the Independent Valuer for the purposes of the Independent Valuer's determination) who shall determine the effect on the Total Benchmark Value of any additional Affordable Housing Units that might be secured as part of the Development in application of the available Council Grant Funding (and the Independent Valuer's determination on that matter shall be deemed to be the Council's Determination for the purposes of this paragraph 8 and shall be deemed to have been approved by the Owner);

- 8.2.6 the extent of the Council Grant Funding is confirmed in writing to the Owner by the Council within 60 days of the Owner's approval (or deemed approval, as applicable) under paragraph 8.2.5 of the Council's Determination (and such written confirmation from the Council is hereafter referred to as the "**Council's Grant Funding Notice**");
- 8.2.7 the Council's Grant Funding Notice:
- (A) provides a detailed breakdown of which Residential Units are proposed to be provided as Council Grant Funded Units (including which (if any) are to be provided as London Shared Ownership Housing and which (if any) are to be provided as London Affordable Rented Housing or Social Rented Housing) using the Council Grant Funding and by specific reference to the effect on the Total Benchmark Value of providing those Residential Units as Council Grant Funded Units;
 - (B) confirms that acceptance of the Council Grant Funding will have no material impact upon the timing and delivery of the Development and raises no new limitations, conditions or requirements that would in any way fetter or delay the delivery of the approved Development; and
 - (C) further confirms that the available Council Grant Funding is sufficient to secure provision of the Council Granted Funded Units identified pursuant to paragraph 8.2.7(A) above by the relevant Affordable Housing Provider for no less than the relevant Unit Benchmark Value and, for the avoidance of doubt, at no additional cost to the Owner and for no less consideration (including any accrued principal monies, interest, costs and expenses including for the avoidance of doubt the cost of instruction of the Independent Valuer) than the amount due without Council Grant Funding,

then:

- 8.2.8 the Owner within 30 Working Days of the Council's Grant Funding Notice shall seek to agree with the Council (unless otherwise agreed in writing and acting reasonably) in writing the amount of and which Residential Units shall be provided as Council Grant Funded Units; or
- 8.2.9 in the event that the Owner and the Council cannot reach agreement pursuant to paragraph 8.2.8 above within the said 30 Working Day period specified therein (or such other period as may have been agreed between the Council and the Owner in accordance with that paragraph 8.2.8), then the matter shall be referred to an Expert for determination in accordance with clause 10 and such Expert shall, for the avoidance of doubt, determine the amount of and which Residential Units shall be provided as Council Grant Funded Units having regard to:
- (A) the Independent Valuer's confirmation of the Total Benchmark Value pursuant to paragraph 8.2.3;
 - (B) the Council's Determination, and the Owner's approval (or deemed approval) of it, pursuant to paragraphs 8.2.4 and 8.2.5;

- (C) the Council's Grant Funding Notice issued pursuant to paragraph 8.2.6 (including the information contained within it which is required by paragraph 8.2.7); and
- (D) all other requirements of this paragraph 8.2 and the definitions of relevant capitalised terms as defined under clause 1.1 of this Deed and this paragraph 8.2,

(and for that purpose the parties shall provide the Expert with such information as is reasonably required by the Expert for the purposes of the Expert's determination),

and, with effect from the date of such agreement between the Owner and the Council (or, if applicable, determination by the Expert) pursuant to paragraph 8.2.8 or 8.2.9 (as applicable), paragraph 8.3 of this Part A of Schedule 3 shall apply.

- 8.3 In the event that (and with effect from the first date on which) this paragraph 8.3 applies, the Council may enter into a Capital Funding Agreement with the Affordable Housing Provider on terms that are reasonable to ensure the Affordable Housing Provider receives the Council Grant Funding to meet any contractual commitment the Affordable Housing Provider has to the Owner in respect of its acquisition of the Affordable Housing Units.
- 8.4 Subject to the relevant Capital Funding Agreement having been completed pursuant to and in accordance with paragraph 8.3, the Council Grant Funded Units as agreed pursuant to the provisions of paragraph 8.2 above shall be provided in accordance with the relevant paragraphs of this Part A of Schedule 3 (and the definitions in clause 1.1 of Affordable Housing Units, Low Cost Rented Housing Units, London Living Rent Housing Units and London Shared Ownership Housing Units shall be construed accordingly) and for the avoidance of doubt the Council Grant Funding paid by the Council in accordance with this paragraph 8 shall be applied towards providing the relevant Residential Units as Council Grant Funded Units (as determined pursuant to paragraph 8.2 above).
- 8.5 The obligations contained in paragraphs 8.1 to 8.4 of this Part A of this Schedule shall cease to apply and shall no longer be binding upon the Owner (and its successors in title) in the event that any of the Council's obligations associated with the time periods referred to at paragraphs 8.2.1 (in respect of the service of the Preliminary Notice only), 8.2.4 and 8.2.6 are not complied with by the Council within the specified periods (including, in respect of the 60 day period referred to in paragraph 8.2.6, the details to be provided and confirmed by the Council at paragraph 8.2.7), or, if earlier, the Council provides written confirmation to the Owner that there is no available Council Grant Funding.

PART B

VIABILITY REASSESSMENT

1. VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and 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 Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council 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 of this Part B of Schedule 3, the Owner shall afford the GLA and the Council (and their agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** such access is only permitted subject to the GLA and the Council:
 - 1.3.1 providing the Owner with reasonable written notice of their intention to carry out such an inspection;
 - 1.3.2 complying with relevant health and safety legislation; and
 - 1.3.3 at all times being accompanied by the Owner or its agent.
- 1.4 No later than 20 Working Days after the GLA and the Council receive:
 - 1.4.1 notice pursuant to paragraph 1.1 of this Part B of Schedule 3; or
 - 1.4.2 where the Council and/or the GLA has made any request(s) under paragraph 1.2 of this Part B of Schedule 3, all of the additional documentary evidence so requested,

the Council may (and, if the GLA elects to do so, the GLA shall) inspect the Land and thereafter the Council may provide written confirmation to the Owner within 10 Working Days of any inspection date as to whether or not the Council (and, if the GLA has inspected the Land, the GLA), considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date **PROVIDED THAT** if the Council have not provided written confirmation to the Owner within 10 Working Days of any inspection date the Owner may notify the GLA of that fact and within a reasonable period following receipt of such notice the GLA shall inspect the Land and the GLA shall provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the GLA considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 Subject to paragraph 1.6, if the Council or the GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council (and/or, as the case may be, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved.
- 1.6 If the GLA inspects the Land pursuant to paragraph 1.4, its decision as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date (as notified to the Owner under paragraph 1.5 above) shall override the Council's decision in relation to the same (if any).

1.7 The Owner shall not Occupy the Development or any part thereof until the GLA or the Council has notified the Owner pursuant to paragraph 1.5 of this Part B of Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

2. **SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 1.4 of this Schedule 3 or pursuant to clause 10 of this Deed (*Dispute Resolution*)):

2.1.1 the Owner shall submit to the Council and the GLA the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Part B of Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available:

- (A) the Development Viability Information for Formula 1a and Formula 2;
- (B) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (C) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 4 of this Part B of Schedule 3 shall apply.

3. **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

3.1 If it so wishes, the Council shall be entitled to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2, and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

3.2 The Council and the GLA may (at the cost of the Owner) jointly or each appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part B of Schedule 3.

3.3 Not later than 20 Working Days after submission of the information under 2.1.1 above, the GLA, the Council and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same.

3.4 The Owner shall provide any reasonably required information to the GLA, the Council or the External Consultant(s) (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above.

3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the GLA, the Council and/or the External Consultant(s) (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2, with the periods in paragraphs 3.3, 3.4 and 3.6.2 of this Part B of Schedule 3 restarting accordingly.

3.6 If on the date which is:

3.6.1 20 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or

- 3.6.2 15 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the Council has notified the GLA and the Owner in writing of the Council's intended decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved then paragraphs 3.7 3.8 and 3.9 shall apply (and paragraphs 3.10 3.11 and 3.12 shall not apply) HOWEVER if by such date no such notification has been provided by the Council then paragraphs 3.7 3.8 and 3.9 shall not apply and paragraphs 3.10 3.11 and 3.12 shall apply instead.
- 3.7 Where the Council concludes (pursuant to paragraph 3.6) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or if Council's notice advises that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the Council, the Owner shall provide an Additional Affordable Housing Scheme to the Council (with a copy to the GLA) for approval within 20 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6.
- 3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7 above, the Council may notify the GLA and the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission (the "**Council's Response Period**") and, if the Additional Affordable Housing Scheme is not approved or the Council does not notify the GLA and the Owner of its intended decision prior to the expiry of the Council's Response Period, then the GLA shall within 15 Working Days of the expiry of the Council's Response Period notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved.
- 3.9 Not later than 15 Working Days after receipt of the Council's notification under paragraph 3.6 above or, if later, the Council's notification under paragraph 3.8 above, the GLA shall confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision in paragraph 3.6 (including whether to approve the Additional Affordable Housing Scheme, if submitted) and the GLA (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 and:
- 3.9.1 if the GLA agrees with the Council's intended decision, paragraphs 3.13.10 and 4 below shall apply (if relevant); and
- 3.9.2 if the GLA disagrees with the Council's intended decision, the GLA shall give reasons as to why it does not agree with the Council's intended decision and the GLA shall state its decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved, and paragraphs 3.13 and 4 shall apply in respect of the GLA's decision.
- 3.10 Where this paragraph 3.10 applies, not later than:
- 3.10.1 35 Working Days from the submission of the information under paragraph 2.1.1 of this Part B of Schedule 3, if no request is made under paragraph 3.3 above; or
- 3.10.2 25 Working Days from the date of receipt by the GLA of the information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,
- the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether any Additional Affordable Housing Units are required to be delivered and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.11 Where the GLA concludes (pursuant to paragraph 3.10) that Additional Affordable Housing Units are required to be delivered but the Owner's initial submission concluded otherwise or the GLA concludes that the Additional Affordable Housing Scheme initially submitted by the Owner is not approved by the GLA, the Owner shall provide an Additional Affordable

Housing Scheme to the GLA (with a copy to the Council) for approval within 20 Working Days of the date on which it receives the GLA's notice pursuant to paragraph 3.10.

3.12 If an Additional Affordable Housing Scheme is submitted to the GLA pursuant to paragraph 3.11 above, the GLA shall notify the Council and the Owner in writing of the GLA's decision as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.11 and this paragraph 3.12 shall continue to apply mutatis mutandis.

3.13 If: (i) the Council's assessment pursuant to paragraph 3.6 concludes (and the GLA has confirmed in writing its agreement with such conclusion in accordance with paragraph 3.9.1 above); or (ii) (as the case may be) the GLA's assessment pursuant to paragraph 3.10 concludes, that

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

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

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing not later than 30 Working Days after the GLA's confirmation.

3.14 The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part B of Schedule 3 including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment.

4. **DELIVERY OF ADDITIONAL AFFORDABLE HOUSING UNITS**

4.1 Where it is determined pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B of Schedule 3 that one or more Additional Affordable Housing Units are required, the Owner shall:

4.1.1 construct all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the GLA (and, for the avoidance of doubt, those provisions of Part A of Schedule 3 which pursuant to paragraph 7 of that Part A apply to such units) and make them available for Occupation; and

4.1.2 not Occupy or permit the Occupation of any Open Market Housing Units unless and until it has paid any remaining surplus profit pursuant to paragraph 3.10 of this Part B of Schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

5. **MONITORING**

5.1 The GLA will use reasonable endeavours to procure that the Council reports to the GLA through the Planning London Datahub the information in paragraph 5.2 below (to the extent applicable) as soon as reasonably practicable after (if relevant) the GLA's confirmation in writing pursuant to paragraph 3.9 or paragraph 3.10 or paragraph 3.12 (as the case may be) of this Part B that the Additional Affordable Housing Scheme is approved.

5.2 The information referred to in paragraph 5.1 above is:

5.2.1 the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);

5.2.2 any changes in the tenure or affordability of the Affordable Housing Units; and

5.2.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.10 of this Part B.

6. **PUBLIC SUBSIDY**

6.1 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 the application of Formula 2.

ANNEX TO SCHEDULE 3

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

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

Where:

A = Estimated GDV (£)

B = $A \div (C + 1)$

C = Percentage change in value for the private residential component of the development from grant of Planning Permission to Review Date (using Land Registry House Price Index for new build properties for the London Borough of Richmond upon Thames) (%)

D = Estimated Build Costs (£)

E = $D \div (F + 1)$

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

Calculated by (BCIS TPI at review – BCIS TPI at grant of permission) divided by BCIS TPI at grant of permission as a percentage.

Example – If BCIS TPI is 345 at date of review and TPI was 275 at date of permission, $F = 345 - 275 = 70$; $70 / 275 = 25.45\%$

P = $(A - B) \times Y$ Owner's profit on change in GDV of private residential component (£)

Y = 17.5% Owner's profit as a percentage of GDV for the private residential component as determined as part of the review (%)

CG = Any grant funding which the Council has provided or is contractually committed to provide to the Owner for the provision of Affordable Housing within the Development (but for the avoidance of doubt excluding any Council Grant Funding provided or secured as a result of the Council Grant Funding Review)

Notes:

B is the assumed application stage GDV for private residential component at the date of planning permission (£)

E is the assumed application stage build costs for the private residential component at the date of planning permission (£)

$(A - B)$ represents change in GDV of the private residential component of development from the date of planning permission to the date of review (£)

$(D - E)$ represents the change in build costs for the private residential component from the date of planning permission to the date of review (£)

FORMULA 2 (Additional Affordable Housing)

X = Additional London Affordable Rented Housing requirement (Habitable Rooms)

$$X = ((E * F) \div (A - B)) \div D$$

Y = Additional London Living Rent Housing requirement (Habitable Rooms)

$$Y = ((E * G) \div (A - C)) \div D$$

Where:

A = Average Market Housing Value (£ per m²)

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average LLR Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 18.9 m²

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

F = 80%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing

G = 20%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for London Living Rent Housing

Notes

(A – B) represents the difference in average value of market housing per m² and average value of London Affordable Rented Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing per m² (£).

(E * F) represents the surplus profit to be used for London Affordable Rented Housing (£).

(E * G) represents the surplus profit to be used for London Living Rent Housing (£).

(E * F) ÷ (A – B) represents the additional London Affordable Rented Housing requirement (m²).

(E * G) ÷ (A – C) represents the additional London Living Rent Housing requirement (m²).

SCHEDULE 4

TRANSPORT

1. RESIDENTIAL TRAVEL PLAN

- 1.1 The Owner shall not Occupy or permit Occupation of any Residential Unit unless or until the Residential Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Residential Travel Plan**").
- 1.2 The Owner shall commence implementation of the Approved Residential Travel Plan prior to first Occupation of the first Residential Unit to be Occupied and shall implement the requirements and obligations of the Approved Residential Travel Plan (as may be amended from time to time in accordance with paragraph 3.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 1.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Residential) prior to first Occupation of the Development and shall not Occupy or permit Occupation of the Development unless and until the Travel Plan Monitoring Contribution (Residential) has been paid to the Council.

2. CONTENTS OF RESIDENTIAL TRAVEL PLAN

- 2.1 The Owner covenants with and undertakes to the Council that the Residential Travel Plan shall include (but not be limited to) the following information and measures:
 - 2.1.1 a specimen welcome pack for all Occupiers of the Residential Units;
 - 2.1.2 a baseline travel survey completed on Occupation of half of the Residential Units (the "**Residential Baseline Travel Survey**");
 - 2.1.3 provisions to ensure that travel surveys include gendered data to understand and maximise women's travel, as well as results from both day-time and night-time periods;
 - 2.1.4 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
 - 2.1.5 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);
 - 2.1.6 proposals for monitoring of the demand of the use of Blue Badge car parking spaces;
 - 2.1.7 Include a collision review of the latest available data and proposals to monitor and address safety issues identified;
 - 2.1.8 provide objectives and targets over the life of the Residential Travel Plan aimed at reducing car use and achieving the mode shares as agreed with TfL and as predicted in the 2021 Transport Assessment Addendum (Table 12 – Adjusted mode splits) and Appendix 5, and approved on grant of the Planning Permission; and
 - 2.1.9 proposals for monitoring compliance with the Residential Travel Plan and achievement of the objectives and targets.

3. REVIEW OF RESIDENTIAL TRAVEL PLAN

- 3.1 The Owner shall review the operation of the Approved Residential Travel Plan annually on the anniversary of the date of the Residential Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Residential Travel Plan are being achieved and any proposals for improving the operation of the Residential Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Residential Travel

Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 3.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.

- 3.2 Following submission of a review of the Approved Residential Travel Plan:
- 3.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Residential Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Residential Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
- 3.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Residential Travel Plan have not been achieved, the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Residential Travel Plan.
- 3.3 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 3.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Residential Travel Plan.

4. **COMMERCIAL TRAVEL PLAN**

- 4.1 The Owner shall not Occupy or permit Occupation of any Commercial Unit unless or until the Commercial Travel Plan has been submitted to and approved by the Council in writing (the "**Approved Commercial Travel Plan**").
- 4.2 The Owner shall commence implementation of the Approved Commercial Travel Plan prior to first Occupation of any Commercial Unit and shall implement the requirements and obligations of the Approved Commercial Travel Plan (as may be amended from time to time in accordance with paragraph 6.2 or as may otherwise be amended by agreement in writing between the Council and the Owner from time to time).
- 4.3 The Owner shall pay to the Council the Travel Plan Monitoring Contribution (Commercial) prior to first Occupation of any Commercial Unit and shall not Occupy or permit Occupation of any Commercial Unit unless and until the Travel Plan Monitoring Contribution (Commercial) has been paid to the Council.

5. **CONTENTS OF COMMERCIAL TRAVEL PLAN**

- 5.1 The Owner covenants with and undertake to the Council that the Commercial Travel Plan shall include (but not be limited to) the following information and measures:
- 5.1.1 a specimen welcome pack for all Commercial Occupiers of the Commercial Units;
- 5.1.2 a baseline travel survey to be completed on Occupation (the "**Commercial Baseline Travel Survey**")
- 5.1.3 explore initiatives to promote cycling and walking which shall include but not be limited to the provision of visitor cycle spaces outside the entrance to each block;
- 5.1.4 include proposals for providing and promoting public transport information (for example, maps, routes and timetables);

- 5.1.5 Include a collision review of the latest available data and proposals to monitor and address safety issues identified
- 5.1.6 provide objectives and targets over the life of the Commercial Travel Plan aimed at reducing car use and increasing the modal share towards more sustainable modes of transport; and
- 5.1.7 proposals for monitoring compliance with the Commercial Travel Plan and achievement of the objectives and targets.

6. REVIEW OF COMMERCIAL TRAVEL PLAN AND DSMP

- 6.1 The Owner shall review the operation of the Approved Commercial Travel Plan annually on the anniversary of the date of the Commercial Baseline Travel Survey for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Approved Commercial Travel Plan are being achieved and any proposals for improving the operation of the Approved Commercial Travel Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.2 Following submission of a review of the Approved Commercial Travel Plan,,:
 - 6.2.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Approved Commercial Travel Plan to ensure that the objectives and targets set out therein are achieved and the Owner shall thereafter implement any such agreed changes to the Approved Commercial Travel Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and
 - 6.2.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Approved Commercial Travel Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Approved Commercial Travel Plan.
- 6.3 The Owner shall review the operation of the Delivery and Servicing Management Plan annually on the anniversary of the date of the approved Delivery and Servicing Management Plan pursuant to the relevant planning condition for a period of 5 years and shall submit a written report to the Council within 10 Working Days of completion of the review setting out the findings of the review including the extent to which the objectives and targets set out within the Delivery and Servicing Management Plan are being achieved and any proposals for improving the operation of the Delivery and Servicing Management Plan PROVIDED THAT in the event that the report submitted on the fifth and final such review concludes that the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved then the annual reviews shall continue thereafter (and paragraph 6.2 shall apply to each such review) until such time as the findings of an annual review show that those objectives and targets have been met.
- 6.4 Following submission of a review of the Delivery and Servicing Management Plan:
 - 6.4.1 the Owner shall use reasonable endeavours to seek to agree with the Council any necessary changes to the Delivery and Servicing Management Plan to ensure that the objectives and targets set out therein are achieved and the Owner

shall thereafter implement any such agreed changes to the Delivery and Servicing Management Plan PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of engagement to agree any necessary changes, or the Council and the Owner are otherwise unable to agree the changes within 25 Working Days of such receipt by the Council, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*); and

- 6.4.2 to the extent that the relevant review finds that one or more of the objectives and targets set out within the Delivery and Servicing Management Plan have not been achieved the Council shall be entitled to apply such amounts of the Sustainable Transport Implementation Fund towards appropriate Sustainable Transport Measures as the Council reasonably considers appropriate in order to achieve the relevant objectives and targets set out in the Delivery and Servicing Management Plan.
- 6.5 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.1 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Commercial Travel Plan.
- 6.6 The Owner undertakes to the Council to pay £1,000 to the Council alongside each and every written report submitted to the Council pursuant to paragraph 6.3 above in relation to the Council's costs in undertaking any such review and agreeing any necessary changes to the Approved Delivery and Servicing Management Plan.

7. **CAR CLUB**

7.1 The Owner shall:

- 7.1.1 not permit Occupation of the Development unless and until the Car Club Scheme has been submitted to and approved by the Council in writing PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the Car Club Scheme or the Council otherwise does not approve the submitted Car Club Scheme within 25 Working Days of such receipt by the Council then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*);
- 7.1.2 from Commencement of Phase 1b use reasonable endeavours to establish and promote a Car Club within the Development for use by residents and members of the public;
- 7.1.3 provide the Council with written updates every six months until a Car Club has been established on the steps taken and the progress being made to establish a Car Club on the Land;
- 7.1.4 not Occupy or permit Occupation of any Open Market Housing Unit within Phase 2 unless and until the Car Club has been established in accordance with the Car Club Scheme;
- 7.1.5 notify the Council in writing of the name and address of the operator of the Car Club prior to Occupation of any Open Market Housing Unit within Phase 2;
- 7.1.6 prior to Occupation of any Open Market Housing Unit within Phase 2 lay out and provide the Car Club Parking Spaces (including active electrical vehicle charging points) for the sole use of the Car Club (which use shall be under a lease or licence);
- 7.1.7 subject to paragraphs 7.3 to 7.5, retain the Car Club Parking Spaces provided pursuant to paragraph 7.1.6 above for the sole use of the Car Club PROVIDED THAT in the event that the Car Club Parking Spaces cease to be required for use by the Car Club pursuant to any of paragraphs 7.3 to 7.5 then the spaces shall

retained for use by Blue Badge holders only and shall not be used for any other purpose unless otherwise agreed by the Council;

- 7.1.8 publicise annually and provide details of how to become a member of the Car Club within the Owner's marketing materials promoting the Development and on the Owner's website from the date when the Car Club first becomes available to occupiers of the Development.
- 7.2 The Owner shall:
 - 7.2.1 provide one free membership of the Car Club per Residential Unit for each Residential Unit within the Development for a minimum period of 3 years from the date of the first Occupation of the relevant Residential Unit or the date the Car Club within the Land has been established, whichever is the later, such membership to be made available upon application by the owner or tenant or Occupier of the Residential Unit to the Owner; and
 - 7.2.2 advertise the existence of the Car Club to all Occupiers and the availability of the period of free membership to include posting notices within common parts of residential buildings, posting information on the website relating to the Development and providing a leaflet with details of the Car Club for residents on first Occupation of each Residential Unit.
- 7.3 If the operator of the Car Club confirms in writing that it no longer requires all or any of the Car Club Parking Spaces, then subject to the Owner providing satisfactory written evidence to the Council and the Council confirming its agreement that there is no demand for the Car Club Parking Spaces in question, the Owner shall thereafter no longer be required to maintain the Car Club Parking Spaces in question for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand for the Car Club Parking Spaces in question, or the Council does not confirm its agreement that there is no demand for the Car Club Parking Spaces in question within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.4 If the operator of the Car Club ceases to exist, or ceases (otherwise than following termination of the relevant agreement with the operator of the Car Club by the Owner) to operate the Car Club on the Land, then subject to the Owner providing satisfactory written evidence to the Council that there is no demand from other CoMoUK-accredited companies to operate a Car Club from the Land and the Council confirming its agreement, the Owner shall thereafter no longer be required to allow the Car Club to operate from the Land or retain the Car Club Parking Spaces for use by the Car Club PROVIDED THAT if the Council has provided no written response within 15 Working Days of receipt of the written evidence that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land, or the Council does not confirm its agreement that there is no demand from other CoMoUK accredited companies to operate a Car Club from the Land within 25 Working Days of receipt by the Council of the said written evidence, then the Owner shall be entitled to refer the matter to be decided by an Expert in accordance with clause 10 (*Dispute Provisions*).
- 7.5 If the Council otherwise confirms in writing that the Owner is no longer required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club, then the Owner shall no longer be required to allow the Car Club to operate from the Land and/or retain the Car Club Parking Spaces for use by the Car Club (as the case may be).
8. **CONTROLLED PARKING ZONE PERMIT PROHIBITION**
- 8.1 The Owner covenants and Undertakes to the Council:
 - 8.1.1 not to Occupy or permit any person to Occupy a Residential Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.1.4 hereof either by way of a written letter or notice or by specific

reference being made in a contract for sale and purchase and/or the associated title or marketing pack of information;

- 8.1.2 to ensure that all Occupiers are notified in writing prior to their Occupation of a Residential Unit that (unless they are holders of a Blue Badge) whilst an Occupier they are prohibited from applying for a resident's parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
 - 8.1.3 to ensure that all relevant materials which they publish and any agreements entered into by them or their agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.1.4 below; and
 - 8.1.4 that it and its successors in title to the Residential Units hereby waive, whilst Occupiers, all rights and entitlement to a resident's parking permit to park in a Controlled Parking Zone (unless the Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Residential Unit unless such person has waived all rights and entitlement to a resident's parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.1.1 and 8.1.2 above that person shall be taken as having waived all such rights and entitlement.
- 8.2 The Owner covenants and Undertakes to the Council:
- 8.2.1 not to Occupy or permit any person to Occupy a Commercial Unit unless and until such person has been given advance notice in writing of the provisions in paragraph 8.2.4 hereof either by way of a written letter or notice or by specific reference being made in a lease, licence or contract for sale and purchase and/or the associated title or marketing pack of information;
 - 8.2.2 to ensure that all Commercial Occupiers are notified in writing prior to their Occupation of a Commercial Unit that (unless they are holders of a Blue Badge) whilst a Commercial Occupier they are prohibited from applying for a business parking permit to park a vehicle on the public highway in a Controlled Parking Zone nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council;
 - 8.2.3 to ensure that all relevant materials which it publishes and any agreements entered into by it or its agents for the purpose of selling or letting properties in the Development notify potential purchasers or tenants of the restrictions set out in paragraph 8.2.4 below; and
 - 8.2.4 that it and its successors in title to the Commercial Units hereby waive, whilst Commercial Occupiers, all rights and entitlement to a business parking permit to park in a Controlled Parking Zone (unless the Commercial Occupier concerned is or becomes entitled to a Blue Badge), nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council, and the Owner shall not permit any person to Occupy a Commercial Unit unless such person has waived all rights and entitlement to a business parking permit as above and where such person has been notified by the Owner in accordance with paragraphs 8.2.1 and 8.2.2 above that person shall be taken as having waived all such rights and entitlement.
9. **CPZ CONTRIBUTION**
- 9.1 The Owner undertakes to pay to the Council the CPZ Consultation Contribution at least three months prior to Commencement of the Development and not to Commence the Development unless and until the CPZ Consultation Contribution has been paid to the Council

- 9.2 The Owner undertakes:
- 9.2.1 to pay the CPZ Implementation Contribution to Council following the earlier of (i) 10 Working Days of receipt from the Council of confirmation that the Council has formally resolved to proceed with the establishment of one or more Controlled Parking Zones within the vicinity of the Land and/or changing one or more existing Controlled Parking Zones within the vicinity of the Land; and (ii) 10 Working Days prior to first Occupation of the Open Market Housing Units; and
- 9.2.2 not to Occupy or permit Occupation of the Open Market Housing Units unless and until the CPZ Implementation Contribution has been paid to the Council;

10. RAILWAY CONTRIBUTIONS

- 10.1 The Owner undertakes to the Council and the GLA (and for the benefit of Network Rail) to pay to the GLA, or (if the GLA elects) directly to Network Rail:
- 10.1.1 the Railway Safety Contribution prior to Commencement of Development and not to Commence Development until the Railway Safety Contribution has been paid to the Council;
- 10.1.2 the Level Crossing Improvements Contribution prior to Commencement of Development and not to Commence Development until the Level Crossing Improvements Contribution has been paid to the Council;
- 10.1.3 the Station Access Feasibility Contribution prior to Commencement of Development and not to Commence Development until the Station Access Feasibility Contribution has been paid to the Council; and
- 10.1.4 the North Sheen Station Improvements Contribution prior to Commencement of Development and not to Commence Development until the North Sheen Station Improvements Contribution has been paid to the Council.
- 10.2 The Owner shall use Reasonable Endeavours to procure that prior to Commencement of the Development Network Rail enters into a binding commitment with the Council to apply the financial contributions received from the GLA (or directly the Owner, as applicable) referred to in paragraph 10.1 for the purposes specified in this Deed.
- 10.3 The Owner shall use Reasonable Endeavours to procure that the level crossing improvements to be funded by the Level Crossing Improvements Contribution and the improvements to North Sheen station to be funded by the North Sheen Station Improvements Contribution are carried out and completed by or on behalf of Network Rail as soon as reasonably practicable following receipt by Network Rail of those contributions from the Council and prior to first Occupation of the Development, subject to any alternative timescales that may be agreed between the Owner and the Council.

11. SUSTAINABLE TRAVEL IMPLEMENTATION FUND

- 11.1 The Owner undertakes to the Council to pay to the Council the Sustainable Travel Implementation Fund prior to Occupation of the Development.
- 11.2 The Owner shall not Occupy or permit Occupation of the Development unless or until it has paid the Sustainable Travel Implementation Fund to the Council.

12. HIGHWAY WORKS

The Owner undertakes to the Council:

- 12.1.1 Unless otherwise agreed with the Council in writing, not to Commence the Development until it has entered into the Highways Agreement in a form that is satisfactory to the Council having submitted to and obtained the approval from the Council for the proposed Highway Works;
- 12.1.2 Unless otherwise agreed with the Council in writing, not to Occupy or permit Occupation of the Development until it has constructed the Highway Works to the Council's adoptable standard pursuant to the Highways Agreement and the

Council has issued the requisite certificate(s) of completion under the Highways Agreement in respect of the Highway Works.

13. BUS LAYOVER LEASE

13.1 The Owner undertakes to the Council (and for the benefit of TfL):

13.1.1 not to Commence the Development (or permit Commencement) until:

- (A) the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) and a certified true copy of the completed Bus Layover Lease has been provided to the Council and the GLA; and
- (B) the Owner has granted to London Bus Services Limited (or its nominee) any such other easements, rights and approvals as are necessary to ensure that both TfL and London Bus Services Limited and bus operating companies operating licensed London bus routes can access and use the Bus Layover Land as required; and

13.1.2 during the Bus Layover Safeguarding Period, to comply with the Existing Bus Layover Obligations and not to use (or permit the use of) the Bus Layover Land other than as a bus terminus and layover facility or to carry out any works or take any other actions which would or might prevent or interfere with such use (and to ensure that unencumbered access from the public highway to the Bus Layover Land for that purpose is maintained at all times).

SCHEDULE 5

TRAINING, LOCAL EMPLOYMENT AND EQUAL OPPORTUNITIES

Part 1: Local Employment Agreement – Construction phase

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.
2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.
3. The Owner shall use reasonable endeavours to ensure that its main contractor engages Local Businesses as sub-contractors whenever possible and will work with their main contractor to ensure that it will make all reasonable efforts to raise the skills and employability of Local People.

Part 2: Employment and Skills Plan – Construction phase

The Owner undertakes to the Council:

1. Prior to the Commencement of Development, to submit the Employment and Skills Plan (Construction) to the Council. The provisions of the Local Employment Agreement (Construction) shall be reflected in the Employment and Skills Plan (Construction) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
 - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan.
 - b. Confirmation there is adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
 - c. Commitment of the Owner, contractors, sub-contractors to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to Commencement of Development.
 - d. Benchmarked targets for the construction period using industry endorsed CITB-Construction Skills' methodology based on the most current construction values, phasing, and work packages will be met.
 - e. Targets for construction jobs filled by
 - i. Local People
 - ii. Local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring
 - iii. Apprenticeships where the person is working towards a formal qualifications
 - f. Education link targets:
 - i. Student site visits
 - ii. School workshops
 - iii. Research Projects
 - iv. Work experience.
 - g. Targets for the Owner, main contractor and sub contractors to engage and attend Community Employment and Skills Events.

- h. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through the Richmond Work Match Scheme or an alternative and confirmed in a signed contract for the delivery of such a service.
1
 - i. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
 - j. Details as to how contractors and sub-contractors will be given clear written details of the requirements of the Employment and Skills Plan prior to the receipt of any bid.
 - k. Confirmation the Employment and Skills Plan will be included within the tender documentation issued to prospective contractors and sub-contractors at the tendering for work and to ensure that the commitment to deliver targets of the ESP are achieved.
 - l. To demonstrate how there will be reasonable endeavours to ensure that any contractors or sub-contractors appointed comply with the Employment and Skills Plan.
2. Commitment for the Owner, contractors or sub-contractors to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
 3. Not to Commence Development until the Employment and Skills Plan (Construction) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (Construction) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (Construction).
 4. To implement the Employment and Skills Plan (Construction) as approved (or deemed to be approved, unless otherwise agreed in writing by the Council).
 5. The Owner, main contractor and sub-contractors to submit monthly site monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7, detailing:
 - i. the provision of jobs during the construction phases;
 - ii. the provision of apprenticeships during construction
 - iii. the provision of graduate internships during the construction
 - iv. details of engagement with the main contractor, sub-contractors and commercial tenants with the community via attendance at job fairs, offering work placements engaging with local schools
 6. The Owner undertakes to pay the Employment and Skills Monitoring Fee (construction) to the Council prior to the Commencement of Development.

Part 3: Local Employment Agreement – end use

1. The Owner hereby undertakes to the Council to use reasonable endeavours to meet the targets, monitoring commitments and undertakings linked to the Development within the agreed Employment and Skills Plan.

¹ The Council offers the services for a small fee via their designated agency Richmond Work Match (WM) to ensure monitoring and development of the ESP. Refer to Annex 8 for more information – 'Richmond Work Match Recruitment & S106 Site Monitoring Offer' document.

2. The Owner shall use reasonable endeavours to match the opportunities in the Employment and Skills Plan to Local People, subject to compliance with all relevant laws.

Part 4: Employment and Skills Plan – end use

The Owner undertake to the Council:

1. Prior to the occupation of the commercial uses of the Development, to submit the Employment and Skills Plan (End Use) to the Council. The provisions of the Local Employment Agreement must be reflected in the Employment and Skills Plan (End Use) and such plan shall follow the template document found in Annex 6 'Draft Employment and Skills Plan Template' and may include, but not be limited to:
 - a. A named contact who will be responsible for implementing the provision of the Local Employment Plan.
 - b. Confirmation there is adequate resources to meet the provisions of the Local Employment Agreement and Local Employment Plan;
 - c. Commitment of the Owner, tenants and leaseholders to provide the Council's Economic Development Team a full schedule of work (including an indication of workforce required) prior to use of the commercial units commencing.
 - d. Targets for jobs filled by
 - i. Local People
 - ii. local youth employment, with internships, graduate starts, industry placements for over 25's, work experience and mentoring
 - iii. Apprenticeships where the person is working towards a formal qualifications
 - e. Education link targets:
 - i. Student site visits
 - ii. School workshops
 - iii. Research Projects
 - iv. Work experience.
 - f. Targets for the Owner, tenants and leaseholders of the commercial units to engage and attend Community Employment and Skills Events.
 - g. Mechanisms to achieve the targets for jobs and education links, as set out in the Employment and Skills Plan, either through Richmond Work Match Scheme or alternative and confirmation a contract has been signed for the delivery of such service.²
 - h. Mechanisms for Local Businesses to bid for contracts to provide goods and services.
 - i. Details as to how leaseholders / tenants of the commercial units will be given clear written details of the requirements of the Employment and Skills Plan prior to signing any lease.
 - j. To demonstrate how there will be reasonable endeavours to ensure that any leaseholders / tenants of the commercial units comply with the Employment and Skills Plan.

² The Council offers the services for a small fee their designated agency Richmond Work Match (WM) to ensure monitoring and development of the ESP. Refer to Annex 8 for more information – 'Richmond Work Match Recruitment & S106 Site Monitoring Offer' document.

2. The Owner shall use reasonable endeavours to ensure that local businesses are provided with information about opportunities to occupy the commercial space.
3. Where available and practicable, at least 20% of supplies and services are to be provided by local suppliers.
4. Commitment for the Owner, tenants and leaseholders of the commercial units to provide the Council's Economic Development Team with notification of all job vacancies, subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies / opportunities occur.
5. Not to occupy any of the commercial units until the Employment and Skills Plan (End Use) has been approved in writing by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Employment and Skills Plan (End Use) it shall be deemed to be approved and the Owner shall proceed on the basis of the submitted Employment and Skills Plan (End Use).
6. To implement the Employment and Skills Plan (End Use) as approved (or deemed to be approved), unless otherwise agreed in writing by the Council.
7. The Owner and leaseholders of the commercial units to provide monitoring information, in accordance with the documents 'Monthly site monitoring process' and 'Site Return Template' outlined in Annex 7 detailing:
 - i. the provision of jobs ;
 - ii. the provision of apprenticeships
 - iii. the provision of graduate internships
 - iv. details of engagement with the community via attendance at job fairs, offering work placements engaging with local schools
8. The Owner to pay the Employment and Skills Monitoring Fee (end use) prior to the first Occupation of the commercial uses.

SCHEDULE 6

PLAYSPACE AND PUBLIC REALM AND WASTE

1. **PLAYSPACE**

- 1.1 The Owner shall pay to the Council the Offsite Playspace Contribution prior to Commencement.
- 1.2 There shall be no Commencement unless and until the Offsite Playspace Contribution has been paid to the Council.
- 1.3 The Owner shall pay to the Council the Offsite Playspace Maintenance Contribution prior to Occupation.
- 1.4 There shall be no Occupation unless and until the Offsite Playspace Maintenance Contribution has been paid to the Council.
- 1.5 Occupiers of the Residential Units shall be entitled to access the Playspace Facilities free-of-charge and for the avoidance of doubt Occupiers of the Affordable Housing Units (including for the avoidance of doubt any Council Grant Funded Units, if applicable) and (if any) the Additional Affordable Housing Units shall be entitled to access such Playspace Facilities on the same terms as Occupiers of the Open Market Housing Units.

2. **PUBLIC REALM**

- 2.1 To submit to the Council for its written approval the Public Realm Management Plan six months prior to first Occupation of Development and not to Occupy the Development until the Public Realm Management Plan has been submitted to the Council and until it has been approved in writing by the Council and (if such approval is reasonably declined) to resubmit the Public Realm Management Plan until such time as the Council has approved the same PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Management Plan it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Management Plan.
- 2.2 Following completion of the Public Realm in a Phase, to manage that Public Realm in accordance with the approved (or deemed to be approved) Public Realm Management Plan.
- 2.3 Not to Commence any Phase until the Public Realm Provision Scheme for that Phase has been submitted to and approved by the Council PROVIDED THAT if the Council has provided no written response within 30 Working Days of receipt of the submitted Public Realm Provision Scheme it shall be deemed to be approved and the Owner proceed on the basis of the submitted Public Realm Provision Scheme.
- 2.4 Unless otherwise agreed by the Council, not to Occupy any Block, Residential Unit or Commercial Unit (as the case may be) within a Phase until the Public Realm which is required to be provided prior to such Occupation of that Block, Residential Unit or Commercial Unit (pursuant to the requirements specified in the approved Public Realm Provision Scheme for the relevant Phase) has been completed in accordance with the Public Realm Provision Scheme for that Phase (except for planting works, which may be undertaken in the next planting season following the relevant first Occupation) and (subject to paragraph 2.6) is made available for step-free public access on foot, wheelchair and bicycle free-of-charge 24 hours a day.
- 2.5 Subject to paragraph 2.6, to ensure that the Public Realm in each Phase is retained and remains available for step-free public access on foot, wheelchair and bicycle 24 hours a day in perpetuity from the date of completion of that Public Realm.
- 2.6 The Owner is permitted to temporarily close any part of the Public Realm in any of the following circumstances:
 - 2.6.1 if such closure is reasonably and urgently necessary for public safety or emergency maintenance **PROVIDED THAT** the Owner shall re-open that part of

- the Public Realm as soon as reasonably practicable and in any event within five Working Days of the Council's reasonable request;
- 2.6.2 if such closure is requested by the police or fire service;
- 2.6.3 for maintenance or repair on an area of the Public Realm in accordance with the Public Realm Management Plan **PROVIDED THAT:**
- (A) each closure will last no longer than 48 hours;
 - (B) there are no more than two closures in any week; and
 - (C) such closure does not inhibit public access to the rest of the Public Realm;
- 2.6.4 for not more than one day a year to prevent the creation of a public right of way over that part of the Public Realm by prescription or operation of law **PROVIDED THAT** the Owner notifies the Council in writing at least seven days before such closure; and
- 2.6.5 if such closure is requested by TfL or Network Rail to meet operational requirements.
- 2.7 The Owner shall keep the Public Realm in each Phase properly insured and, in the event of any damage to the Public Realm, shall promptly apply any insurance payments towards making good such damage.
- 2.8 The Owner shall maintain full insurance against all third party public liability claims in relation to the Public Realm in each Phase in a sum of not less than £5,000,000 in respect of any one claim.

3. **WASTE CONTRIBUTION**

- 3.1 Where the Waste Management Plan to be approved pursuant to Condition [39] of the Planning Permission demonstrates that a second weekly waste collection is necessary, the Owner undertakes to the Council to pay the Waste Collection Contribution to the Council, provided that in the event that the approved Waste Management Plan is updated to demonstrate that a second weekly waste collection is not necessary (and that updated Waste Management Plan is approved by the Council or following an appeal under section 78(1)(b) or section 78(2) of the 1990 Act), the Waste Collection Contribution shall cease to be paid to the Council.

SCHEDULE 7

ENERGY AND HEALTHCARE

1. CARBON OFFSET CONTRIBUTION

1.1 The Owner undertakes to the Council:

- 1.1.1 to pay the Carbon Offset Contribution (Residential) to the Council prior to Commencement of the Development;
- 1.1.2 not to Commence the Development until the Carbon Offset Contribution (Residential) has been paid to the Council;
- 1.1.3 to pay the Carbon Offset Contribution (Commercial) to the Council prior to Commencement of the Development;
- 1.1.4 not to Commence the Development until the Carbon Offset Contribution (Commercial) has been paid to the Council;

2. HEALTHCARE CONTRIBUTION

2.1 The Owner undertakes to the Council:

- 2.1.1 to pay the Healthcare Contribution to the Council prior to Commencement of the Development; and
- 2.1.2 not to Commence the Development until the Healthcare Contribution has been paid to the Council.

3. 'BE SEEN' ENERGY MONITORING

3.1 Within 10 weeks of the Grant Date, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section of the 'Be seen' Energy Monitoring Guidance, for the Development. This should be submitted to Be Seen In-use Webform in accordance with the 'Be seen' Energy Monitoring Guidance.

3.2 Prior to Occupation of each Block, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit within the Development, as per the methodology outlined in the 'As-built stage' section of the 'Be seen' Energy Monitoring Guidance. All data and supporting evidence should be uploaded to the PortalBe Seen In-use Webform. The Owner must also procure and 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' section of the 'Be seen' Energy Monitoring Guidance.

3.3 Upon the first anniversary of the date of first Occupation or following the end of the Defects Liability Period (whichever is the later) (such date being the "**Relevant Date**"), and on the first, second, third and fourth anniversaries of the Relevant 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' section of the 'Be seen' Energy Monitoring Guidance. All data and supporting evidence must be uploaded to the PortalBe Seen In-use Webform.

3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 shows that the 'As-built stage' performance estimates derived from paragraph 3.2 have not been or are not being met, the Owner shall 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' spreadsheet through the PortalBe Seen In-use Webform and paragraph 3.5 shall apply.

3.5 If applicable, an action plan comprising measures identified in paragraph 3.4 shall be submitted to the GLA for approval, identifying measures which would be reasonably

practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

- 3.6 The residential part of the development must achieve an overall reduction of at least 69% in regulated carbon dioxide emissions beyond the minimum target emissions for residential rate required under the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).
- 3.7 The commercial part of the development must achieve at least an 14% reduction in regulated carbon dioxide emissions beyond the minimum requirements of the Building Regulations 2010 Approved Document Part L (2021 Addition, implemented 15 June 2022).

SCHEDULE 8

GLA'S COVENANTS

1. MISCELLANEOUS COVENANTS

1.1 The GLA covenants with the Owner:

- 1.1.1 that where the Owner is required under the terms of this Deed to submit to the GLA a specification, strategy, scheme or programme for approval, the Council shall notify the Owner of any amendments it proposes to such specification, strategy, scheme or programme within a reasonable time and in any event no later than 28 days from the date of submission of the relevant specification, strategy, scheme or programme (unless otherwise agreed between the GLA and the Owner); and
- 1.1.2 that it shall notify the Owner in writing of its approval of the relevant specification, strategy, scheme or programme within 14 days from the date the relevant specification, strategy, scheme or programme is agreed by the GLA and the Owner.

Executed and delivered for and on behalf of **THE GREATER LONDON AUTHORITY** by:)
)
)
)

.....
Authorised Signatory

.....
Authorised Signatory

.....
NAME (BLOCK CAPITALS)

.....
NAME (BLOCK CAPITALS)

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Position

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Position

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EXECUTED as a DEED by AVANTON RICHMOND DEVELOPMENTS LIMITED)
)
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)
acting by)
)

.....
Director

In the presence of:

Witness signature:

Witness name:

Witness address:

**EXECUTED as a DEED by
MOUNT STREET MORTGAGE
SERVICING LIMITED**

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Authorised Signatory

acting by

)
)

In the presence of:

Witness signature:

Witness name:

Witness address:

APPENDIX 1
Draft Lease for Bus Layover Lease

APPENDIX 2

Highway Works

1. The repaving and widening of the footway (including dedication and adoption of private land adjacent to the existing footway as new highway) on the western side of Manor Road along the eastern frontage of the site as shown indicatively on Plan 4
2. The implementation of new dropped kerbs and tactile paving at the existing and proposed vehicular access to and egress from the site as shown indicatively on Plan 4
3. Pedestrian refuge south of the site access on Manor Road including tactile paving on the existing footway (on the eastern and western footways on Manor Road) and at the existing pedestrian refuge itself

APPENDIX 3
Nominations Agreement

APPENDIX 4

Worked Example of Council Grant Funding Review

Pursuant to the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3, the Council and the Owner shall have regard to, for illustrative purposes only, the worked examples set out below:

Open Market Units to London Shared Ownership

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person Open Market home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£355,000) and the Unit Benchmark Value (£650,000) being £295,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£295,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

Open Market Units to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person home in Core AA as being £650,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the difference between what the Affordable Housing Provider is able to pay (£185,000) and the Unit Benchmark Value (£650,000) being £465,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount (£465,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £650,000)).

London Living Rent to London Affordable Rent

Step 1: Independent Valuer confirms Unit Benchmark Value of a potential Council Grant Funded Unit (e.g. a 2 bedroom 4 person London Living Rent home in Core CA as being £265,000)

Step 2: Independent Valuer confirms the effect on Unit Benchmark Value of this potential Affordable Housing Unit (e.g. the reduction in value of the Council Grant Funded Unit is £95,000).

Step 3: A Capital Funding Agreement is entered into by the Council and the Affordable Housing Provider to ensure that the Council Grant Funding amount associated with this

reduced value (£170,000) is provided to the Affordable Housing Provider to meet contractual obligations on the acquisition of the unit with the Owner.

Notes: The Council Grant Funded Unit is provided as Additional Affordable Housing at no additional cost to the Owner (who would receive the Unit Benchmark Value amount for this Unit (e.g. £265,000)).

APPENDIX 5

Residential and Commercial Development Adjusted Mode Shares

<i>Method of Travel to Work</i>	<i>%</i>
<i>Underground, Metro, Light Rail, Tram</i>	<i>32.7%</i>
<i>Train</i>	<i>27.1%</i>
<i>Bus, Minibus or Coach</i>	<i>11.3%</i>
<i>Taxi</i>	<i>0.3%</i>
<i>Motorcycle, Scooter or Moped</i>	<i>2.5%</i>
<i>Driving a Car or Van</i>	<i>2.9%</i>
<i>Passenger in a Car or Van</i>	<i>0.1%</i>
<i>Bicycle</i>	<i>8.9%</i>
<i>On Foot</i>	<i>13.0%</i>
<i>Other Method of Travel to Work</i>	<i>1.2%</i>