

DATED

DRAFT (1):
ad93/ . /PARTNER

(1) HARBOURSIDE INVESTMENTS LIMITED

(2) THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY DEED PURSUANT
TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 AND
ASSOCIATED POWERS**

relating to the development of land at Morrison
Supermarket, 41-67 High Street, Yiewsley (planning
application number: 2370/APP/2023/1727)

CLICK OR TAP HERE TO ENTER TEXT.



Pinsent Masons

CONTENTS

	Page
1. DEFINITIONS AND INTERPRETATION	3
2. LEGAL BASIS	9
3. CONDITIONALITY	10
4. MISCELLANEOUS	10
5. THE OWNER'S PLANNING OBLIGATIONS	11
6. COSTS	11
7. REGISTRATION OF DEED	11
8. RIGHT OF ACCESS	11
9. ARBITRATION	11
10. THIRD PARTIES	11
11. NOTICES	12
12. FORM PO1	12
13. CHANGE IN OWNERSHIP	12
14. CONTRIBUTIONS	12
15. INDEXATION	13
16. INTEREST	13
17. VAT	13
18. JURISDICTION	13
19. FUTURE PERMISSION	13
SCHEDULE 1 HEALTHY STREETS/ACTIVE TRAVEL ZONE CONTRIBUTION	15
SCHEDULE 2 AFFORDABLE HOUSING	16
PART 1	22
PART 2 AFFORDABLE HOUSING REVIEW MECHANISM	26
PART 3 LATE STAGE REVIEW	29
SCHEDULE 3 CANAL ENHANCEMENT CONTRIBUTION	32
SCHEDULE 4 EMPLOYMENT/CONSTRUCTION TRAINING SCHEME	33
SCHEDULE 5 - CARBON OFFSET CONTRIBUTION	34
SCHEDULE 6 AIR QUALITY MITIGATION CONTRIBUTION	36

SCHEDULE 7 RESIDENTIAL TRAVEL PLAN	37
SCHEDULE 8 COMMERCIAL TRAVEL PLAN	39
SCHEDULE 9 CAR CLUB	41
SCHEDULE 10 RESIDENTIAL PARKING PERMITS	42
SCHEDULE 11 LONDON HEALTHY URBAN DEVELOPMENT UNIT (HUDU) CONTRIBUTION	43
APPENDIX 1 FORM PO1	
APPENDIX 2 PLANS	
APPENDIX 3 DRAFT PLANNING PERMISSION	
APPENDIX 4 AFFORDABLE HOUSING REVIEW MECHANISM - FORMULAS	

THIS PLANNING OBLIGATION BY DEED is made on [REDACTED]

BETWEEN:

- (1) **HARBOURSIDE INVESTMENTS LIMITED** (company number 4611210) a company incorporated in England and Wales whose registered office is situated at The White House, 2 Meadow, Godalming GU7 3HN (the "**Owner**"); and
- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (the "**Council**").

BACKGROUND

- (A) [REDACTED] The Council is the local planning authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.
- (B) The Owner has a freehold interest in the Land registered under Title No. AGL62634 at the Land Registry.
- (C) .
- (D) On 13 June 2023, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- (E) The Owner intends to develop the Site pursuant to the Planning Permission.
- (F) On 7 September 2025 the Council resolved to grant planning permission for the Development under reference number 2370/APP/2023/1727 and delegated authority to the Director of Planning and Sustainable Growth to approve the Planning Application subject to conditions and the prior completion of this Deed in the interests of the proper planning of the area.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following words and expressions shall have the following meaning:

"1980 Act" means the Highways Act 1980 (as amended)

"1990 Act" means the Town and Country Planning Act 1990 (as amended)

"Air Quality Mitigation Contribution" means the Index Linked sum of £60,789.00 referred to in Schedule 6 as a contribution towards initiatives to improve air quality in the Authority's Area including (but not limited to):

- (a) use of low emission fuel technology and other measures to reduce emissions
- (b) tree and other planting
- (c) restrictions on certain types of vehicles
- (d) use of cleaner fuels on energy and heating

	(e) use of combined heat and power and community heating systems and
	(f) environmental management systems and air quality strategy
"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of monitoring the Commercial Travel Plan and the Residential Travel Plan
"Authority's Area"	means the administrative area of the Council
"Car"	means a four wheeled motor vehicle
"Car Club"	means a service to which members pay to join that then allows them to book and rent a Car on a short-term basis for their own personal use
"Car Club Membership"	means free membership of a Car Club for a two-year period for a minimum of one adult resident (aged 19 years or above) of each Dwelling that meets the Car Club Operator's membership criteria
"Car Club Operator"	means an operator of a Car Club
"Canal Enhancement Contribution"	means the Index Linked sum of £70,000 (Seventy Thousand Pounds) referred to in Schedule 3 and to be used towards works to improve connections access and enhancements to the Grand Union Canal within the Authority's Area
"Carbon Offset Contribution"	means the Index Linked Carbon Offset sum based on an updated Energy Strategy to be submitted to discharge Condition 30 with the offset calculation based on £95 per tonne of CO2 over a 30-year period pursuant to Schedule 5 and to be used towards the provision of offsite carbon reduction measures within the Authority's Area
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Deed) excluding operations consisting of: (a) site clearance (b) demolition (provided always that such works do not relate to any listed building within the Site) (c) archaeological investigations and works (d) ground investigations (e) site survey works (f) temporary access construction works (g) preparatory or remediation works (h) works for the laying termination or diversion of services

	(i) the erection of any temporary means of enclosure or site notices
	(j) decontamination works
	(k) erection of any fences and hoardings around the Site and
	(l) environmental site investigations
	and " Commence " and " Commenced " shall be construed accordingly
"Commercial Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Commercial Units other than by the driver only private car in accordance with Schedule 8
"Commercial Travel Plan Co-Ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Commercial Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Commercial Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Commercial Travel Plan
"Commercial Units"	means the units to be constructed for commercial purposes within the Development pursuant to the Planning Permission
"Co-Ordinator Costs"	means a sum to be agreed with the Council in the event the Owner implements the Employment/Construction Training Scheme or, in the event that the Employment/Construction Training Contribution is paid, means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document. "Co-Ordinator Costs" to be agreed but is assumed as size of development as a % of work placement co-ordinator threshold size x total cost of work place co-ordinator. <i>One full time post, estimated at £71,675 p.a. (based on typical salary with on-costs, training budget and promotion budget) would be required for commercial schemes of 7,500 square metres or residential developments of 160 units or more. The length of the post would depend on the length of period that placements would be required to the development</i> ²
"Contributions"	means together the Air Quality Mitigation Contribution, the Canal Enhancement Contribution the Carbon Offset Contribution, the Employment/Construction Training Contribution (if applicable), London Healthy Urban Development Unit Contribution, the Canal Enhancement Contribution, the Top Up Carbon Offset Contribution (if applicable) and the Healthy Streets/Active Travel Zone Contribution
"Director of Planning and Sustainable Growth"	means the Council's Director of Planning and Sustainable Growth or such person as the Council designates as undertaking this role
"Development"	means the development of the Site pursuant to the Planning Permission

² BH Note: Hillingdon Council to please provide a fixed sum here. A fixed fee was agreed in relation to the planning application dated 21 August 2019 (reference 2370/APP/2018/2793).

"Dwelling"	means the 158 units of residential accommodation comprising 418 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and 'Dwellings' shall be construed accordingly
"Employment/Construction Training Contribution"	means the Index Linked sum or sums calculated in accordance with the Council's Planning Obligations Supplementary Planning Document 2014 as at the date of this Deed and to be provided in accordance with Schedule 4 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Authority's Area
"Employment/Construction Training Scheme"	means a construction training scheme to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the construction of the Development. This scheme referred to in Schedule 4 shall be delivered in accordance with the construction training formula as contained within the Council's Supplementary Planning Document
"Form PO1"	means the form in the substantial format attached at Appendix 1
"Grand Union Canal"	means the canal waterway, the towpath, banks, locks, bridges, associated infrastructure and nearby environs
"Habitable Room"	means any room within a Dwelling 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
"Highway Agreement"	means one or more highway agreements to be entered into by the Owner and the Council under Section 38 and/or Section 278 of the Highways Act 1980 if appropriate and necessary to carry out the Highway Works as referred to in Schedule 11
"Healthy Streets / Active Travel Zone Contribution"	means the Index Linked sum of £49,500 (Forty-Nine Thousand and Five Hundred Pounds) paid by the Owner to the Council pursuant to Schedule 1 and to be used on measures consistent with the 10 Healthy Streets Indicators included in TfL's Healthy Streets for London Guidance, Healthy Streets for London
"Health Provision"	means preventative and responsive healthcare services which are accessible, sufficient, and aligned with population growth and demographic changes
"Index Linked"	means the application of the formula provided at Clause 15
"Interest"	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
"Land"	means the freehold property known as 41 – 67 High Street Yiewsley registered at HM Land Registry under title number AGL62634 and shown for identification purposes only edged red on Plan 1

"London Healthy Urban Development Unit Contribution"	means Index Linked London Healthy Urban Development Unit (HUDU) financial contribution of £29,898 to fund enhanced or new Health Provision within the Authority's Area and payable in accordance with Schedule 11
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy
"Monitoring Period"	means the period of up to a maximum of five years beginning on first Occupation of the Commercial Units or the Dwellings (as the case may be)
"Occupied"	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and "Occupation" and "Occupy" shall be construed accordingly
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended)
"Plan 1"	means the plan attached to this Deed at Appendix 2 outlining the Site
"Plan 2"	means the plan attached to this Deed at Appendix 2 showing the Affordable Housing Units
"Planning Application"	means the application for planning permission for the "Phased demolition of the existing buildings and the redevelopment of the site for a replacement foodstore (Class E), 158 residential units (Class C3), car parking, servicing and access arrangements and associated works" under the Council's reference number 2370/APP/2023/1727
"Planning Permission"	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3
"Planning Reference"	means planning reference 2370/APP/2023/1727
"Project Management and Monitoring Fee"	means the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed
"RPI"	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably
"Residential Travel Plan"	means a framework plan to be provided and adopted by the Owner as approved in writing by the Council to encourage means of travel to and from the Dwellings other than by the driver only private car in accordance with Schedule 7

"Residential Travel Plan Co-Ordinator"	means the person or persons to be appointed by the Owner to act as co-ordinator of the Residential Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Residential Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Residential Travel Plan
"Significant Underperformance"	means failure to provide more than 50% of the number of specified construction waged training placements/apprenticeships (as applicable) in the Employment/Construction Training Scheme for: a. Training weeks (including pre-apprenticeships and apprenticeships); and b. Local labour / resident employment weeks; And for the avoidance of doubt a. and b. above shall be monitored independently, with an Employment/Construction Training Contribution payable in the event that the First Owner/ Second Owner defaults on meeting the targets for a. or b.
"Site"	means the Land and shown for identification purposes only edged red on Plan 1
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed
"Targets"	means targets for achieving a decrease in the proportion of persons travelling to and from the Commercial Units or the Dwellings (as the case may be) by driver only private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Commercial Travel Plan or the Residential Travel Plan (as the case may be) which shall be submitted to and approved by the Council for the Commercial Units of the Dwellings (as the case may be)
"Training Costs"	means the sum calculated using the following formula as prescribed within the Planning Obligations Supplementary Planning Document: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college"</i>
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday and "Working Days" shall be construed accordingly

1.2 In this Deed:

- 1.2.1 the Clause headings do not affect its interpretation;
- 1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions, provided always that residential occupiers shall not be bound by the terms of this Agreement save for the terms contained in Schedule 10;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.7 references to any statute or statutory provision include references to:
 - (a) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.8 references to the Site include any part of it;
- 1.2.9 **"including"** means "including, without limitation";
- 1.2.10 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.11 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Deed;
- 1.2.12 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.13 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

2. **LEGAL BASIS**

- 2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time in accordance with s106 of the 1990 Act.

- 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, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that this Deed will bind the Owner and their successors in title to the Site.

3. **CONDITIONALITY**

The obligations contained in the Schedules to this Deed are subject to and conditional upon:

- 3.1 the grant of the Planning Permission; and
- 3.2 Commencement of the Development.

All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

4. **MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or its successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any Clause or Clauses of this Deed are found (for whatever reason) 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.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

4.11 Any lender whose interest in the Site is bound by the terms of this Deed shall not be personally liable for any breach of the obligations in this Deed unless committed or continuing at a time when such lender is in possession of all or part of the Site.

5. **THE OWNER'S PLANNING OBLIGATIONS**

The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the Schedules hereto.

6. **COSTS**

6.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Deed.

6.2 . When Contributions are paid, the Owner will concurrently pay to the Council the Project Management and Monitoring Fee for that Contribution. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in Clause 6.1 above.

7. **REGISTRATION OF DEED**

The Owner recognises and agrees that the covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. **RIGHT OF ACCESS**

Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. **ARBITRATION**

Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

9.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;

9.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

9.4 the seat of the arbitration shall be London.

10. **THIRD PARTIES**

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

11. **NOTICES**

- 11.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 11.2 Any notice to be served under or in connection with this Deed shall be sent to the:
- 11.2.1 Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Deed; and
- 11.2.2 the Owner at The White House, 2 Meadow, Godalming GU7 3HN.

12. **FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

13. **CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Planning Reference.

14. **CONTRIBUTIONS**

- 14.1 Payment of the Contributions required by this Deed shall be made on the following basis:
- 14.1.1 the Contributions due under this Deed shall be delivered to the person and address specified in Clause 11 above; and⁴
- 14.1.2 pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 14.2 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.
- 14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

⁴ BH (EW): Bank account to be specified.

15. **INDEXATION**

15.1 The Owner agrees with the Council that, any sums payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ where:

15.1.1 A is the sum actually payable on the Specified Date;

15.1.2 B is the original sum mentioned in this Deed;

15.1.3 C is the Index of Retail Prices for the month two months before the Specified Date;

15.1.4 D is the Index of Retail Prices for the month two months before the date of this Deed; and

15.1.5 C/D is equal to or greater than 1.

16. **INTEREST**

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. **VAT**

17.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Land and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. **JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. **MORTGAGEE'S CONSENT**

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

20. **FUTURE PERMISSION**

20.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 (or Section 73B when in force) of the 1990 Act in respect of the conditions in the Planning Permission and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted:

20.1.1 the obligations in this Deed shall relate to any such planning permission(s) in respect of the Site granted pursuant to Section 73 (or Section 73B when in force) of the 1990 Act without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act;

20.1.2 the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to any application under Section 73 (and Section 73B when in force) of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s);

20.1.3 this Deed shall be endorsed with the following words in respect of any future Section 73 (or section 73B when in force) application:

"The obligations in this Deed relate to and bind the [Site/Land] in respect of which a new planning permission referenced [] has been granted pursuant to Section 73 [or Section 73B] of the Town and Country Planning Act 1990 (as amended)"

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 (or Section 73B when in force) of the 1990 Act or the appropriate nature and / or quantum of Section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under Section 73 (or Section 73B when in force) of the 1990 Act whether by way of a new Deed or supplemental Deed pursuant to Section 106 of the 1990 Act.

20.2 For the avoidance of doubt, if the Planning Permission is amended pursuant to any application made under Section 96A of the 1990 Act, the definitions of Planning Application, Development and Planning Permission shall be construed to refer to the Planning Permission as so amended.

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

SCHEDULE 1

HEALTHY STREETS/ACTIVE TRAVEL ZONE CONTRIBUTION

The Owner hereby agrees and covenants with the Council as follows:

1. prior to Commencement of the Development to pay the Healthy Streets/Active Travel Zone Contribution to the Council; and
2. not to Commence or cause or allow or permit to be Commenced any part of the Development until the Healthy Streets/Active Travel Zone Contribution has been paid in full to the Council.

SCHEDULE 2

AFFORDABLE HOUSING

Affordable Housing Definitions

"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 2 of Schedule 2 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) (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing (if applicable) and (e) describes how the Additional Affordable Housing Units will be managed
"Additional Affordable Housing Units"	means the Open Market Units to be converted to Affordable Housing pursuant to an Additional Affordable Housing Scheme to be approved pursuant to Part 2 of Schedule 2
"Affordable Housing"	means the delivery of the Affordable Housing Units in the following tenures: London Shared Ownership Units and provided to eligible households whose needs are not met by the market and which housing should: (i) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and (ii) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)
"Affordable Housing Tenure Split"	means a minimum of 10% (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing
"Affordable Housing Units"	means 13 Dwellings comprising 42 habitable rooms, which shall be Affordable Housing to be constructed within the Development pursuant to Schedule 2 as shown on Plan 2 or as otherwise agreed between the parties
"Average London Shared Ownership Housing Value"	means the average value of London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early-Stage

Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner

"Average Open Market Housing Value"

means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early-Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner

"Build Costs"

means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:

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

but for the avoidance of doubt build costs exclude:

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

"Component"

means a part of the Development including but not limited to:

- (a) Open Market Housing Units;
- (b) Affordable Housing Units;
- (c) Additional Affordable Housing Units;
- (d) any other floorspace;
- (e) property; and
- (f) land

"Development Viability Information"

means:

- (a) in respect of Formula 1b:
 - (i) Early-Stage Review GDV and
 - (ii) Early-Stage Review Build Costs
- (b) in respect of Formula 2:
 - (i) Average Open Market Housing Value and
 - (ii) Average London Shared Ownership Housing Value
- (c) in respect of Formula 3:
 - (i) Late Stage Review Actual GDV

- (ii) Late Stage Review Actual Build Costs
- (iii) Late Stage Review Estimated GDV and
- (iv) Late Stage Review Estimated Build Costs and
- (d) in respect of Formula 4:
 - (i) Average Open Market Housing Value
 - (ii) Average Low Cost Rent Housing Value and
 - (iii) Average Intermediate Housing Value

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

"Disposal"

means:

- (a) the Sale of a Component(s) of the Development
- (b) the grant of a lease of a term of less than 125 years of a Component of the Development or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

ALWAYS excluding Fraudulent Transactions and **"Dispose"**, **"Disposals"** and **"Disposed"** shall be construed accordingly

"Early-Stage Review Build Costs"

means the sum of:

- (a) the estimated Build Costs remaining to be incurred and
- (b) the Build Costs actually incurred

at the Early-Stage Review Date

"Early-Stage Review Date"

means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 2

"Early-Stage Review GDV"

means the sum of:

- (a) the estimated Market Value at the Early-Stage Review Date of all Components of the Development based on detailed comparable evidence and
- (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)

"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

"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 and the Commercial Floorspace would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 2 based on detailed comparable market evidence to be assessed by 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
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information
"Formula 1b"	means the formula identified as "Formula 1b" within Appendix 4
"Formula 2"	means the formula identified as "Formula 2" within Appendix 4
"Formula 3"	means the formula identified as "Formula 3" within Appendix 4
"Formula 4"	means the formula identified as "Formula 4" within Appendix 4
"Fraudulent Transaction"	means: (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs or (b) a Disposal that is not an arm's length third party bona fide transaction
"GLA"	means Greater London Authority
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit share that London Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons
"Household Income"	means: (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household and

	(b) in relation to joint Eligible Purchasers, the combined gross annual incomes of those Eligible Purchasers
"Late Stage Review Actual Build Costs"	means the actual build costs incurred at the Late Stage Review Date which for the avoidance of doubt shall include any contingency allowance
"Late Stage Review Actual GDV"	means the sum of: (a) the Estimated GDV at the Late Stage Review Date of all the Components of the Development based on detailed comparable evidence, and any known rental values secured at the time of the Late Stage Review Date and (b) all Public Subsidy and any Development related income that from any sources to be assessed by the Council excluding any Public Subsidy repaid or to be repaid by the Owner to the Council and or the GLA (as applicable) in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)
"Late Stage Review Cap"	means the cap on the Late Stage Review Contribution as calculated in accordance with Formula 4
"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap
"Late Stage Review Date"	means the date on which 75% of the Dwellings have been Disposed as determined by the Council in accordance with Schedule 2
"Late Stage Review Estimated Build Costs"	means the estimated Build Costs to be incurred at the Late Stage Review Date
"Late Stage Review Estimated GDV"	means the Estimated GDV at the Late Stage Review Date of all the Components of the Development based on detailed comparable evidence, and any known rental values secured at the time of the Late Stage Review Date
"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% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report; and (b) in respect of the following sizes of units, must not exceed 28% of the corresponding annual gross income upper limit below (such

28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income):

- (i) one-bedroom: £30,000
- (ii) two-bedroom: £40,000
- (iii) three-bedroom: £50,000 and
- (iv) four-bedroom: £65,000

"London Shared Ownership Housing Units"

means the 10% Affordable Housing Units comprising 13 Dwellings to be made available for London Shared Ownership Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

"Mayor's Funding Guidance"

means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 or any update or replacement guidance

"Open Market Housing Units"

means 142 Dwellings [comprising 376 Habitable Rooms] which are to be sold or let on the open market

"Protected Tenant"

means a tenant (or a successor in title to such tenant) who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit and
- (c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit

"Registered 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 Director of Planning and Sustainable Growth (such approval not to be unreasonably withheld or delayed);

"Service Charges"

means all amounts payable by a tenant or owner (as appropriate) of the relevant London Shared Ownership 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 London Shared Ownership Housing Unit

"Shared Ownership Lease" means a lease entered into between the lessee and the Registered Provider pursuant to the occupation of a London Shared Ownership Unit

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

"Substantial Implementation" means the occurrence of the following in respect of the Development:

- (a) completion of all ground preparation works for the Development and all site-wide enabling works
- (b) completion of the foundations for the core of the Development
- (c) letting of a contract for the construction of the Development and
- (d)

"Substantial Implementation Target Date" means the date 24 months from but excluding the date of grant of the Planning Permission

PART 1

The Owner hereby agrees and covenants with the Council as follows:

1. prior to Commencement of the Development, to submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity (subject to Clause 4.6 of this Deed) and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall include:
 - 1.1 the layout, design and specification of the Affordable Housing Units;
 - 1.2 the tenure of the Affordable Housing Units; and
 - 1.3 how the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing;
2. not to Occupy or allow Occupation of the Dwellings until such time as:
 - 2.1 the Affordable Housing Units have been completed in accordance with the Planning Permission and unless the Council agrees otherwise to the Housing Corporation Scheme Development Standards (April 2007 edition or any updated or amended edition from time to time);
 - 2.2 the Affordable Housing Units have been made ready for Occupation; and
 - 2.3 the Affordable Housing Units have been transferred or demised to a Registered Provider either on a freehold basis or on a long lease of at least ninety-nine (99) years to a Registered Provider or other social landlord as the Director of Planning and Sustainable Growth shall have approved in writing beforehand for this transaction and the disposition to be with the benefit of:
 - 2.3.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Housing Units; and
 - 2.3.2 full and free rights of the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining land

up to and abutting the boundary to the Affordable Housing Units all such services to be connected to the mains;

3. to ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing save that the obligations within this Schedule 2 shall not be binding on:
 - 3.1 a Protected Tenant of an Affordable Housing Unit or anyone deriving title from such Protected Tenant;
 - 3.2 a mortgagee or chargee (or any receiver or administrative receiver appointed by such mortgagee or chargee) of the whole or any part of the Affordable Housing Units or any successors in title to such mortgagee or chargee or receiver or administrative receiver (the "**Mortgagee**"); or
 - 3.3 any mortgagee or chargee (or any receiver appointed by such mortgagee or chargee) of any Protected Tenant or any successors in title to any such mortgagee or chargee or receiver;
4. the Affordable Housing Units shall not be Occupied other than on a tenure and with the categories of occupants to be in accordance with categories as determined (from time to time) by the Director of Planning and Sustainable Growth;
5. the Dwellings shall not be Occupied until such legal agreements have been entered into with the Council as the Council considers necessary relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units and to securing that the Affordable Housing Units are retained as Affordable Housing in perpetuity which shall mean a nominations agreement between the Council and the Registered Provider of that unit or other such legal agreements as are reasonably required by the Council;
6. disposal to a Registered Provider shall be subject to a condition that the Registered Provider enters into such legal agreements as are reasonably required by the Council relating to the nomination of tenants/Owner/occupiers for the Affordable Housing Units;
7. the Owner or the Registered Provider where relevant shall pay the Council's reasonable and proper costs in dealing with any notices, enquiries or further agreements relating to this Part 1 of this Schedule 2;
8. the affordable housing provisions in Schedule 2 of this Deed shall not be binding on a chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such chargee.
 - 8.1 for the purpose of this Schedule the following definitions will apply:

"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) in favour of the chargee

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under this paragraph 0 of Part 1 of Schedule 2:

- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices addressed to the Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW the date on which the Default Notice is so delivered or
- (b) in the case of service by using first class registered post to the Council's offices at 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)

"Default Notice" means a notice in writing served on the Council by the Chargee under paragraph 8.2.1 of Part 1 of Schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units

"Intention Notice" means a notice in writing served on the Chargee by the Council under paragraph 8.3 of Part 1 of Schedule 2 that the Council is minded to purchase the relevant Affordable Housing Units

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under paragraph 0 of Part 1 of Schedule 2, the period from (and including) the Date of Deemed Service on the Council of the Default Notice 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 and the Council)

"Option" means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with paragraph 8.3 for the purchase of the Affordable Housing Units

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

8.2 in order to benefit from the protection in paragraph 8.7 (an absolute release of the restriction on the Affordable Housing Units if a sale to the Council or a Registered Provider has not been completed with the three month Moratorium Period detailed below) a Chargee must:

8.2.1 serve a Default Notice on the Council by delivery by hand to the Council's offices during office hours or using first class registered post to the Council's offices in either case addressed to the Director of Planning and Sustainable Growth prior to seeking to dispose of the relevant Affordable Housing Units;

8.2.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

8.2.3 subject to paragraph 8.6, 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 paragraph 8.4;

8.3 from the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee;

8.4 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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:

8.4.1 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));

- 8.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 8.4.2 or determined in accordance with paragraph 8.6, provided always that at no point shall the Chargee be required to dispose of the relevant Affordable Housing Unit(s) for a consideration less than the amount due and outstanding under the terms of the relevant security documentation;
- 8.4.3 provided that the purchase price has been agreed in accordance with paragraph 8.5.2 or determined in accordance with paragraph 8.6, but subject to paragraph 8.4.4, the Council (or its nominated substitute Registered Provider) 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;
- 8.4.4 the Option will expire upon the earlier of (A) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (B) the expiry of the Moratorium Period; and
- 8.4.5 any other terms agreed between the parties to the Option (acting reasonably);
- 8.5 following the service of the Intention Notice:
 - 8.5.1 the Chargee shall use reasonable endeavours to reply to reasonable enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 8.5.2 subject to paragraph 8.4.2, the Council (or its nominated substitute Registered Provider) 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 this Schedule; or
 - (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
- 8.6 subject to paragraph 8.4.2, on the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to paragraph 8.5.2:
 - 8.6.1 the Council (or its nominated substitute Registered Provider) 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;
 - 8.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider); and
 - 8.6.3 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 their 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;
 - 8.6.4 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 8.5.2(a), due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;

- 8.6.5 the independent surveyor shall act as an expert and not as an arbitrator;
- 8.6.6 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 8.6.7 the independent surveyor shall make their decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after their appointment and in any event within the Moratorium Period; and
- 8.6.8 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud);
- 8.7 the Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Schedule 2 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
 - 8.7.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 8.7.2 the Council (or its nominated substitute Registered Provider) 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
 - 8.7.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option; and
- 8.8 the Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 8.2 to 8.6 (inclusive).

PART 2

AFFORDABLE HOUSING REVIEW MECHANISM

- 1. **EARLY VIABILITY REVIEW TRIGGER**
 - 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before Substantial Implementation Target Date.
 - 1.2 No later than 10 Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before Substantial Implementation Target Date.
 - 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of this Schedule 2, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or its agent.
 - 1.4 No later than 20 Working Days after the Council receives:
 - 1.4.1 notice pursuant to paragraph 1.1 of this Part 2 of this Schedule 2; or

- 1.4.2 if the Council makes a request under paragraph 1.2 of this Part 2 of this Schedule 2, the additional documentary evidence,

the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

- 1.5 In the event of a dispute between the Council and the Owner in respect of whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date, Clause 9 shall apply.

- 1.6 In the event that:

1.6.1 The Council has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or

1.6.2 the Specialist appointed pursuant to Clause 9 confirms that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date

then the obligations in paragraphs 2 to 6 of this Part 2 of this Schedule 2 shall not apply.

- 1.7 The Owner shall not Occupy the Dwellings or any part thereof until:

1.7.1 it has been determined pursuant to paragraph 1.1 of this Part 2 of this Schedule 2 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or

1.7.2 it has been determined pursuant to paragraph 3 of this Part 2 of this Schedule 2 that no Additional Affordable Housing Units are required; or

1.7.3 if it is determined pursuant to paragraph 3 of this Part 2 of this Schedule 2 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved in respect of those Additional Affordable Housing Units.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

Where Substantial Implementation has not occurred before the Substantial Implementation Target Date, as determined by the Council under paragraph 1.4 of this Part 2 of this Schedule 2 or pursuant to Clause 9:

- 2.1 the Owner shall submit the following information no later than twenty (20) Working Days after the date of such determination, on the basis that the Council may make such information publicly available:

2.1.1 the Development Viability Information for Formula 1b and Formula 2;

2.1.2 a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and

2.1.3 where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

- 2.2 paragraphs 3 and 4 of this Part 2 of this Schedule 2 shall apply.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part 2 of this Schedule 2 and, , shall assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b 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 1b and Formula 2 subject to such evidence also being provided to the Owner and the Owner's reasonable representations in respect of such evidence being taken into account.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 2 of this Schedule 2.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request.
- 3.4 Within 20 Working Days of receipt by the Council of either the information referred to in paragraph 2.1 of this Part 2 of this Schedule 2 or (where required) the further Development Viability Information or supporting evidence provided by the Owner in accordance with paragraph 3.3 above, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall, subject to paragraph 3.6, provide an Additional Affordable Housing Scheme to the Council for written approval (such approval not to be unreasonably withheld or delayed) within twenty (20) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Part 2 of this Schedule 2.
- 3.6 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to paragraph 3.4 or paragraph 3.5 of this Part 2 of this Schedule 2, Clause 9 shall apply.
- 3.7 Where it is determined that:
- 3.7.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- 3.7.2 a surplus profit arises following the application of Formula 1b 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 which cannot deliver a whole number of Additional Affordable Housing Units, such profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.
- 3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 and (if applicable) paragraph 3.3 of this Part 2 of this Schedule 2, including those of the External Consultant, within 20 Working Days of receipt of a written request for payment (provided that such request shall be accompanied by a breakdown of the costs incurred, together with a supporting narrative).

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 4.1 Where it is determined that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy more than 50% of the Open Market Housing Units unless and until it has:
- 4.1.1 practically completed all the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

- 4.1.2 paid any remaining surplus profit pursuant to paragraph 3.7 of this Part 2 of this Schedule 2 to the Council towards the delivery of offsite Affordable Housing within the Authority's Area.

5. PUBLIC SUBSIDY

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.

6. MONITORING

- 6.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.
- 6.2 The Parties acknowledge and agree that as soon as reasonably practicable the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):
- 6.2.1 the approval of an Additional Affordable Housing Scheme pursuant to paragraph 3 of this Part 2 of this Schedule 2 or, if it is determined that an Additional Affordable Housing Scheme is not required, the date of such determination; and
 - 6.2.2 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - 6.2.3 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - 6.2.4 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.7 of this Part 2 of this Schedule 2.

PART 3

LATE STAGE REVIEW

1. LATE STAGE VIABILITY REVIEW TRIGGER

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 Working Days in advance of that date.

2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 1 of this Part 3 of Schedule 2, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

- 2.1 the Development Viability Information for Formula 3 and Formula 4; and
- 2.2 a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 2 of this Part 3 of Schedule 2 and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own

evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner

- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 3 of Schedule 2.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.
- 3.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 2 of this Part 3 of Schedule 2 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 3.2 of this Part 3 of Schedule 2 or to re-submit the information required under paragraph 2 of this Part 3 of Schedule 2 upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 3.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 or 3.2 of this Part 3 of Schedule 2, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Contribution is required and, if so, how much.
- 3.6 If the Council notifies the Owner pursuant to paragraph 3.5 above that a Late Stage Review Contribution is required:
- 3.6.1 the Owner shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
- 3.6.2 the Owner shall not Occupy more than 85 per cent of the Dwellings until the Late Stage Review Contribution has been paid in full to the Council.
- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Part 3 of Schedule 2 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 3.8 The Owner shall not Occupy more than 80 per cent of the Dwellings until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 3.5 of this Part 3 of Schedule 2.
- 3.9 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to **paragraph 6 or paragraph 6** of this Part 3 of this Schedule 2, Clause 9 shall apply.

4. PUBLIC SUBSIDY

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 and Formula 3.

5. MONITORING

- 5.1 The Parties acknowledge and agree that as soon as reasonably practicable after each of:
- 5.1.1 the approval of the Additional Affordable Housing Scheme or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.1 of this Part 3 of Schedule 2; and

- 5.1.2 the Council's notification pursuant to paragraph 3.5 of this Part 3 of Schedule 2 that a Late Stage Review Contribution is required; and
- 5.2 the Council shall report to the GLA through the London Development Database the following information (to the extent applicable):⁵
 - 5.2.1 the number and tenure of 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 the Late Stage Review Contribution.

SCHEDULE 3

CANAL ENHANCEMENT CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

1. prior to Commencement of the Development to pay the Canal Enhancement Contribution to the Council; and
2. not to Commence or cause or allow or permit Commencement of the Development before the Canal Enhancement Contribution has been paid to the Council in full.

SCHEDULE 4

EMPLOYMENT/CONSTRUCTION TRAINING SCHEME

The Owner hereby covenants and agrees with the Council as follows.

1. EMPLOYMENT/ CONSTRUCTION TRAINING SCHEME: IN-KIND PROVISION

- 1.1 Prior to Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Employment/Construction Training Scheme for the Development.
- 1.2 The Owner shall implement and adhere to the agreed Employment/Construction Training Scheme during the construction of the Development in order that the obligations in this Schedule are met.
- 1.3 The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
- 1.4 Prior to Commencement of Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
- 1.5 Prior to Commencement of Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
- 1.6 Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in paragraphs 1.1-1.5 of this Schedule have been complied with.
- 1.7 In the event of Significant Under-Performance, the Council reserves the right to request the Employment/Construction Training Contribution. The Owner will have a period of not less than 28 days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that 28 days delivery rises to 50% or more of the total outputs specified in the Employment/ Construction Training Scheme then the Employment/Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

2. EMPLOYMENT/CONSTRUCTION TRAINING CONTRIBUTION IN LIEU

- 2.1 The Employment/Construction Training Scheme will not be required and the obligations within paragraphs 1.1-1 (inclusive) of this Schedule shall not apply where the Owner and the Council agree in writing prior to Commencement of Development that the Owner shall pay the Employment/Construction Training Contribution in lieu of provision of the Employment/Construction Training Scheme. In the event that the Parties agree that the Employment/Construction Training Contribution is due this shall be paid to the Council prior to Commencement of Development.
- 2.2 For the avoidance of doubt, the Owner shall not be obliged to deliver the Employment/Construction Training Scheme in the event that the Employment/Construction Training Contribution is paid or becomes payable under this Schedule.

SCHEDULE 5 - CARBON OFFSET CONTRIBUTION⁶

⁶ BH Note: Please see comments in separate schedule.
Number.Version\ad93
Error! Unknown document property name.
Error! Unknown document property name.

SCHEDULE 5A
BE SEEN TO BE MONITORING

SCHEDULE 6

AIR QUALITY MITIGATION CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

1. prior to Commencement of Development to pay to the Council the Air Quality Mitigation Contribution;
and
2. not to Commence or cause or allow or permit Commencement of Development before the Air Quality Mitigation Contribution has been paid in full.

SCHEDULE 7

RESIDENTIAL TRAVEL PLAN

The Owner hereby covenants and agrees with the Council as follows:

1. not to Occupy the Dwellings until the Residential Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
2. the Residential Travel Plan shall include as a minimum:
 - 2.1 details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Residential Travel Plan;
 - 2.2 the length of the monitoring period for the Residential Travel Plan which shall not be less than the Monitoring Period; and
 - 2.3 a timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Residential Travel Plan; the period post Occupation when the initial iTRACE compliant Monitoring will be undertaken and details of subsequent iTRACE compliant Monitoring for the purposes of assessment achievement of Targets; and
 - 2.4 the Targets;¹⁰
3. the Residential Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two months following first Occupation of the Dwellings;
4. to procure the funding and implementation of the Residential Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Residential Travel Plan for the Monitoring Period;
5. the Owner shall not Occupy any part of the Dwellings until a Residential Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Residential Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA;
6. the Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Residential Travel Plan Co-ordinator and the Auditor;
7. in the event that the Residential Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Residential Travel Plan Co-ordinator as soon as reasonably practicable;
8. following approval of the Residential Travel Plan for the Dwellings the Residential Travel Plan Co-ordinator shall monitor and review the Residential Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1 within 28 days of the Occupation of the Dwellings to provide written details of the Residential Travel Plan to all new occupiers of the Dwellings;
 - 8.2 to use reasonable endeavours to ensure that residents/users of the Dwellings comply with the Residential Travel Plan;
 - 8.3 to undertake the initial Monitoring which shall not be carried out later than one year after Occupation of the Dwellings and to undertake an annual review of the Residential Travel Plan and provide a written report within 28 days of the review to the Council;

¹⁰ BH Note: Please see our footnote to the "Targets" definition as to why this is not appropriate in respect of the Dwellings.
Number.Version\ad93

- 8.4 to supply the Council with a statistical summary of the modes of transport used by residents/users disclosed by any Monitoring or copies of any questionnaires completed by residents/users; and
- 8.5 to secure that the results of each Monitoring are verified by an Auditor within two calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council; and
- 9. the Owner will implement any reasonable and financially viable recommendations made by the Council following each annual review of the Residential Travel Plan within twenty eight (28) days of such recommendation being made by the Council.

SCHEDULE 8

COMMERCIAL TRAVEL PLAN

The Owner hereby covenants and agrees with the Council as follows:

1. not to Occupy the Commercial Units until the Commercial Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
2. the Commercial Travel Plan shall include as a minimum:
 - 2.1 company name, hours of operation and proposed number of staff;
 - 2.2 details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Commercial Travel Plan;
 - 2.3 the length of the monitoring period for the Commercial Travel Plan which shall not be less than the Monitoring Period;
 - 2.4 a timetable for the preparation, implementation, monitoring and review (within the Monitoring Period) of all stages of the Commercial Travel Plan;
 - 2.5 the period post Occupation of the Commercial Units when the initial iTRACE compliant Monitoring will be undertaken and details of subsequent iTRACE complaint Monitoring for the purposes of assessment achievement of Targets; and
 - 2.6 the Targets.
3. the Commercial Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two months following first Occupation of the Commercial Units;
4. to procure the funding and implementation of the Commercial Travel Plan in accordance with the actions and timetable specified therein and thereafter to comply with the Commercial Travel Plan for the Monitoring Period;
5. the Owner shall not Occupy any part of the Commercial Units until a Commercial Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Commercial Travel Plan Co-ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA;
6. the Owner shall be responsible for the reasonable and proper costs of any Monitoring and auditing and any remuneration and reasonable and proper expenses payable to the Commercial Travel Plan Co-ordinator and the Auditor;
7. in the event that the Commercial Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Commercial Travel Plan Co-ordinator as soon as reasonably practicable;
8. following approval of the Commercial Travel Plan for the Commercial Units the Commercial Travel Plan Co-ordinator shall monitor and review the Commercial Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1 within 28 days of the Occupation of the Commercial Units to provide written details of the Commercial Travel Plan to all new occupiers of the Commercial Units;
 - 8.2 to use reasonable endeavours to ensure that employees/users of the Commercial Units comply with the Commercial Travel Plan;

- 8.3 to undertake the initial Monitoring which shall not be carried out later than one year after Occupation of the Commercial Units and to undertake an annual review of the Commercial Travel Plan and provide a written report within 28 days of the review to the Council;
- 8.4 to supply the Council with a statistical summary of the modes of transport used by employees/users disclosed by any Monitoring or copies of any questionnaires completed by employees/users; and
- 8.5 to secure that the results of the Monitoring are verified by an Auditor within two calendar months of the Monitoring taking place by methods that accord with the reasonable requirements of the Council; and
- 9. the Owner will implement any reasonable and financially viable recommendations made by the Council following each annual review of the Commercial Travel Plan within twenty-eight (28) days of such recommendation being made by the Council.

SCHEDULE 9

CAR CLUB

The Owner hereby covenants and agrees with the Council as follows:

1. prior to Occupation of the Dwellings the Owner shall submit to the Council for written approval details of an agreement with a Car Club Operator providing for Car Club Membership (the "**Car Club Scheme**");
2. the Dwellings shall not be Occupied unless and until the Car Club Scheme has been approved in writing by the Council and implemented by the Owner; and
3. the Owner shall procure the establishment and promotion of a Car Club on the Site in accordance with the Car Club Scheme and the Dwellings shall not be Occupied unless and until a Car Club Scheme has been established with at least two car parking spaces reserved for use in connection with the Car Club Scheme for the lifetime of the Development. The Owner shall obtain written approval from the Council as to the location of those two car parking spaces on the Site. , provided that it is agreed that the two car parking spaces shall be located on the ground floor of the Site.
4. Notwithstanding paragraphs 1 to 3 of this Schedule, the Owner shall use reasonable endeavours to enter into an agreement with a Car Club Operator and to provide the Car Club, but shall not be in default of this Schedule if it is not able to procure such on financially viable terms.

SCHEDULE 10

RESIDENTIAL PARKING PERMITS

The Owner hereby covenants and agrees with the Council as follows:

1. upon completion of this Deed not to:
 - 1.1 apply to the Council for a Parking Permit in respect of any Dwelling (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
 - 1.2 knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit in respect of the Dwelling and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven days of written demand; and
 - 1.3 buy a contract to park within any car park owned, controlled or licensed by the Council;
2. not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Dwellings at any time during which the occupier of the unit holds a Parking Permit to park a vehicle in a Residential Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970),
3. that all material used for advertising or marketing the Dwellings for letting or sale will notify prospective Owners and Occupiers that they will not be entitled to apply for a Parking Permit;
4. that in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1";
5. on or prior to Occupation of the Dwellings the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 1 and 3 of this Schedule;
6. prior to the Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number AGL62634 and upon any subsequent registerable disposition of part or parts of the Land; and
7. the Owner for itself and its successors in title to the Property hereby acknowledges that the provisions in Clause 1 and 2 in this Schedule shall continue to have effect in perpetuity.

SCHEDULE 11

LONDON HEALTHY URBAN DEVELOPMENT UNIT (HUDU) CONTRIBUTION

The Owner hereby covenants and agrees with the Council as follows:

1. prior to Commencement of Development to pay to the Council the London Healthy Urban Development Unit Contribution; and
2. not to Commence or cause or allow or permit Commencement of the Development before the London Healthy Urban Development Unit Contribution has been paid.

Executed as a Deed (but not delivered until the date of this Deed) by **HARBOURSIDE INVESTMENTS LIMITED** acting by

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary

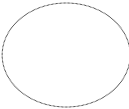
Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE LONDON BOROUGH OF HILLINGDON** in the presence of

.....
Full Name (Director)

.....
Signature of Director

.....
Full Name (Director/Secretary)

.....
Signature of Director/Secretary



Common Seal

APPENDIX 1

FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT
RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON
3N CIVIC CENTRE
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS:

PLANNING REFERENCE:

DESCRIPTION OF DEVELOPMENT:

DATE OF COMMITTEE AUTHORISATION:

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT:

(i) NOTIFIED TO THE COUNCIL:

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM:

NB: Please continue of separate sheet(s) if necessary.

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE
"FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
SPECIFIED IN THE AGREEMENT

☐

FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY):

MAINTENANCE COSTS (COMMUTED SUM) _____

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

APPENDIX 2

PLANS

APPENDIX 3
DRAFT PLANNING PERMISSION

APPENDIX 4¹¹

AFFORDABLE HOUSING REVIEW MECHANISM - FORMULAS

¹¹ Please could you provide worked examples.
Number.Version\ad93
Error! Unknown document property name.
Error! Unknown document property name.