

DATED

28 November

2022

(1) LONDON LEGACY DEVELOPMENT CORPORATION

(2) BELLWAY HOMES LIMITED

PLANNING OBLIGATION BY AGREEMENT

made pursuant to section 106 of the Town and Country
Planning Act 1990 and all other powers enabling relating
to land known as Legacy Wharf Phase 2, Barbers Road,
Pudding Mill, London E15 2PW

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THIS AGREEMENT is made on

28 November

2022

BETWEEN:-

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of 5 Endeavour Square, Stratford, London E20 1JN (the "LPA"); and
- (2) **BELLWAY HOMES LIMITED** (Company Number 670176) of Seaton Burn House, Dudley Lane, Seaton Burn, Newcastle Upon Tyne (the "Owner")

WHEREAS:-

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to the London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in this Agreement are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers EX46381, EGL301995, LN253736 and EGL220827.
- (C) The Planning Application was submitted to the LPA on 10 August 2021.
- (D) On 24 May 2022, the LPA resolved to approve the Planning Application.
- (E) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations as set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010.
- (F) Accordingly, the Parties have agreed to enter into this Agreement in order to secure the planning obligations contained in it pursuant to the provisions of section 106 of the 1990 Act and all other powers enabling.

IT IS AGREED as follows:-

1. DEFINITION AND INTERPRETATION

1.1 In this Agreement:-

"1990 Act"	means Town and Country Planning Act 1990
"Affordable Housing"	has the meaning ascribed to it in Schedule 1
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing pursuant to Schedule 1
"Agreement"	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
"Anticipated Commencement Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Commenced
"Anticipated Substantial Implementation Date"	means the date on which the Developer reasonably considers in all the circumstances that the Development will be Substantially Implemented

"Building"	means a building comprised in the Development shown on Plan 2 and "Buildings" shall be construed as more than one such building
"Commencement"	means the carrying out of a material operation as defined in section 56(4) of the 1990 Act other than the Preparatory Works and "Commence" and "Commenced" shall be construed accordingly
"Commencement Date"	means the date upon which the Development is Commenced
"Completed"	means completed in all material respects such that a certificate of practical completion in relation to building works may be issued under industry standard construction contracts for the Development or the relevant part thereof and "Complete" and "Completion" shall be construed accordingly
"Comply"	means to implement, comply, fulfil and/or discharge or procure implementation, compliance, fulfilment and/or discharge and "Compliance" and "Complying" shall be construed accordingly
"Condition"	means a condition of the Planning Permission
"Consent"	means (without limitation) any approval, agreement, licence, authorisation, confirmation, certification, expression of satisfaction, consent, permission or any other kind of authorisation howsoever expressed
"Council"	means the London Borough of Newham and any successor in function
"Developer"	shall have the meaning ascribed to it in Clause 1.2.7
"Development"	means the development on or of the Site pursuant to the Planning Permission and all other operations and/or works authorised by the Planning Permission in both cases as such Planning Permission may be varied pursuant to section 73 where clause 2.11 applies or section 96A of the 1990 Act
"Dispute"	means any dispute, issue, difference or claim as between the Parties in respect of any matter contained in or arising from or relating to this Agreement or the Parties' obligations and rights pursuant to it (other than in respect of any matter of law)
"Expert"	means an independent expert appointed in accordance with the provisions of Clause 9 or Schedule 2 to determine a Dispute
"First Occupation"	means first Occupation of the Development or any specified part thereof and "First Occupied" and "First Occupy" shall be construed accordingly

"GIA"	means gross internal area measured in accordance with the RICS Code of Measuring Practice
"GLA"	means the Greater London Authority or its successor in function
"Highway Authority"	means the Council and/or TfL (as appropriate for the relevant highway) or their successors in function
"Index"	means <ul style="list-style-type: none"> (a) in the case of the Lower Income Cap, the Middle Income Cap and the Higher Income Cap in Schedule 1, the UK House Price Index published by the Office of National Statistics (or if the same shall cease to be published such alternative house price related index agreed by the LPA and the Developer); and (b) in all other cases, the All-In Tender Price Index published by the Building Cost Information Service or if the same shall cease to be published such alternative construction related index agreed by the LPA and the Developer
"Indexed"	means in relation to a sum that it is to be increased in accordance with Clauses 14.2 and/or 14.3
"Interest"	means interest at 3% above the base lending rate of Barclays Bank Plc from time to time
"London Plan"	means the spatial development strategy for London published by the Mayor of London in 2021 as may be amended or replaced from time to time
"Non Residential Unit"	means a unit provided as part of the Development not falling within Use Class C3
"Occupy"	means beneficial occupation for any purpose for which the Planning Permission has been granted in respect of the relevant unit, building, structure or part of the Site but not including occupation for the purposes of construction, fit out, marketing or security and "Occupied", "Occupier" and "Occupation" shall be construed accordingly
"Off Site"	means on land outside the Site
"On Site"	means on land within the Site
"Parties"	means the parties to this Agreement or their successors in title and the word "Party" shall mean any one of them
"Plan 1"	means the plan at Appendix 1 of this Agreement showing the Site
"Plan 2"	means the plan at Appendix 2 of this Agreement identifying the Buildings

"Plan 3"	means the plans at Appendix 3 of this Agreement identifying the location of the Affordable Housing Units or such other plan as shall be agreed in writing with the LPA
"Plan 4"	means the plan at Appendix 4 of this Agreement identifying the Play Areas or such other plan as shall be agreed in writing by the LPA
"Plan 5"	means the plan at Appendix 5 of this Agreement identifying the Publicly Accessible Open Space or such other plan as shall be agreed in writing by the LPA
"Plan 6"	means the plan at Appendix 6 of this Agreement identifying the On Site Blue Badge Car Parking Spaces
"Planning Application"	means the application for full planning permission submitted to the LPA and given reference number 21/00395/FUL by the LPA for the demolition of existing buildings on site and the redevelopment of the site to provide buildings ranging from 6 to 9 storeys in height, comprising of 196 residential units, 2,042sqm GIA of commercial floorspace (Use Class E) and associated works
"Planning Permission"	means any planning permission which may be granted subject to conditions for the proposals within the Planning Application
"Preparatory Works"	means the following enabling works:- <ul style="list-style-type: none"> (a) archaeological investigations (b) ground investigations, decontamination and any remedial work in respect of decontamination or other adverse ground conditions (c) site clearance (d) demolition of existing buildings On Site (e) the erection of hoardings or other means of enclosure for site security operations (f) the erection of temporary buildings structures and/or temporary facilities associated with the Development (g) the creation of temporary access to the Site (h) the laying or diversion of services (i) temporary landscaping (j) haul roads and (k) the temporary display of site notices of advertisements

"Private Residential Units"	means Residential Units which are not Affordable Housing Units
"Reasonable Endeavours"	means that it is agreed by the Parties that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Agreement that Party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may reasonably be expected of a competent commercial developer or local authority in the context of the Development (or part of the Development)
"Requisite Consents"	means such grant of planning permission under the 1990 Act, traffic regulation orders, traffic management orders and/or other Consents under the Highways Act 1980 and/or the obtaining of Consents (statutory or otherwise) including the grant or acquisition of necessary land interests as in each case are necessary for the relevant purpose
"Residential Unit"	means a residential unit provided as part of the Development
"Secretary of State"	means the Secretary of State for Levelling Up, Housing, Communities or other minister or other person or authority for the time being having or entitled to exercise the relevant powers conferred by the 1990 Act
"Site"	means the land shown edged red on Plan 1
"Substantial Implementation"	<p>means:</p> <ul style="list-style-type: none"> (a) Commencement of Development has occurred; (b) the foundations of the Development have been completed; and (c) construction of the Development has been completed to first floor slab level <p>and "Substantially Implement" and "Substantially Implemented" shall be construed accordingly</p>
"TfL"	means Transport for London or its successor in function
"Use Class"	means a use class as defined in the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended at the date of this Agreement
"Utility Undertaker"	means any provider of gas, electricity, energy, water, sewage, heating, cooling or telecommunications services occupying premises or owning service infrastructure within the Site for the purposes of supplying any one or more of those services to any member of the public or any occupier of premises within the Site

"Working Day"

means a day other than a Saturday or Sunday or public holiday in England or the period between 24 December and 1 January inclusive.

1.2 In this Agreement:-

1.2.1 unless otherwise indicated reference to any:-

- (a) Clause, Schedule or Appendix is to a Clause of, Schedule to or Appendix to this Agreement;
- (b) paragraph is to a paragraph of a Schedule to this Agreement;
- (c) reference within a Schedule to a paragraph is to a paragraph of that Schedule;
- (d) Recital is to a Recital to this Agreement; and
- (e) Plan is to a plan annexed to this Agreement as an Appendix;

1.2.2 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 enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and
- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;

1.2.3 headings, the table of contents and titles to the plans are for reference purposes only and are not incorporated into this Agreement and shall not be deemed to be an indication of the meaning of the parts of the Agreement to which they relate;

1.2.4 any notice, notification, Consent, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing and no Party shall unreasonably withhold or delay the giving or making of the same;

1.2.5 references to the Site (except where the context otherwise requires) include any part of it;

1.2.6 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;

1.2.7 subject to Clauses 2.4, 2.6 and 2.7 references to the Developer in this Agreement are to:-

- (a) the Owner;
- (b) persons deriving title from the Owner; and
- (c) the Owner's successors, assigns, transferees;

1.2.8 references to the LPA include its successor bodies in function;

- 1.2.9 "including" means "including without limitation";
- 1.2.10 unless otherwise indicated, references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.2.11 unless otherwise indicated, words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;
- 1.2.12 any obligation, covenant, undertaking or agreement by the Developer or the LPA not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing;
- 1.2.13 save where expressly stated to the contrary, where in this Agreement there is reference to using Reasonable Endeavours to achieve an outcome, upon written request by the LPA or the Developer at reasonable intervals (not to exceed more than once every 3 (three) months), within 10 (ten) Working Days of such request reasonable evidence of the steps taken to achieve such outcome shall be provided in documentary form (where possible) to the LPA or the Developer.
- 1.3 The Interpretation Act 1978 shall apply to this Agreement.
- 1.4 If any provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement shall (if and to the extent that it may properly and lawfully be construed as such) be unaffected.
- 1.5 Where in this Agreement any matter is referred to dispute resolution under Clause 9, the findings of the Expert shall (save in relation to manifest error or fraud) be final and binding on the Parties and such findings shall be deemed to constitute the required approval or other Consent for the purposes of this Agreement.
- 1.6 Where in this Agreement, the fulfilment of an obligation, covenant or undertaking on the part of the Developer is subject to the obtaining or securing of Requisite Consents, the Developer shall:-
- 1.6.1 use Reasonable Endeavours to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted On Site; and
- 1.6.2 endeavour in good faith (but without being required to pay any material financial consideration in addition to bearing the reasonable and proper cost of the works which are the intended subject of the Requisite Consents or being obliged to take any proceedings (or appeal) in any court, public inquiry or other hearing) to secure or obtain the Requisite Consents where the obligation relates to matters to be carried out or conducted Off Site

PROVIDED THAT if the Developer in relation to a Requisite Consent of its own volition and independently of the terms of this Agreement pays or has paid a material financial consideration in order to secure that Requisite Consent, it shall not be able to rely upon the fact of having done so to use this Clause 1.6 to avoid or limit the obligation, covenant or undertaking under this Agreement for which that Requisite Consent is required.

2. EFFECT OF THIS AGREEMENT

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act and (insofar as this Agreement does not contain planning obligations), sections 201(1) and (2), 205 and 206 of the Localism Act 2011 and all other powers so enabling.
- 2.2 So far as the obligations, covenants and undertakings in this Agreement are given by or to the LPA then the same are entered into pursuant to the relevant powers referred to in

Clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the LPA.

- 2.3 Subject to Clauses 2.4, 2.6 and 2.7, the obligations, covenants and undertakings on the part of the Developer in this Agreement are planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and are given so as to bind the Owner's freehold interests in the Site and the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable not only against the Owner but also against any successors in title to or assigns of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party in respect of such interest for the time being held by it and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act they are entered into as obligations, covenants and undertakings in pursuance of sections 201(1) and (2), 205 and 206 of the Localism Act 2011.
- 2.4 Except where expressly stated in this Agreement to the contrary, the obligations contained within this Agreement shall not be binding upon nor enforceable against:-
- 2.4.1 any Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Site in its capacity as a Utility Undertaker;
 - 2.4.2 individual tenants and occupiers of the Affordable Housing Units and their successors in title and mortgagees and chargees;
 - 2.4.3 individual owners and occupiers of the Private Residential Units and their successors in title and their individual mortgagees and chargees;
 - 2.4.4 individual owners, occupiers or lessees of individual Non Residential Units;
 - 2.4.5 any Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units save for the obligations in the Schedule 1 which shall bind the Affordable Housing Provider and its successors
- 2.5 Save to the extent that the same would be lawful nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.
- 2.6 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement after parting with its interest in the Site or its interest in respect of that part of the Site on which the breach occurs but without prejudice to liability for any subsisting breach arising before parting with that interest.
- 2.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time which shall have the benefit of a charge or mortgage of or on any part or parts of the Site or against any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Site or part thereof to which such obligation relates.
- 2.8 The LPA shall request registration of this Agreement as a local land charge by the Council.
- 2.9 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically if (and from the date that) the Planning Permission lapses without the Development being Commenced or is otherwise quashed, revoked, withdrawn or (without the consent of the Developer) modified.
- 2.10 Subject to Clause 2.11, other than the Planning Permission nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Agreement.

- 2.11 If the LPA agrees pursuant to an application under section 73 of the 1990 Act to any variation or release of any Condition or if any such Condition is varied or released following an appeal under section 78 of the 1990 Act, the covenants or provisions of this Agreement shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the LPA in their determination of such an application for the new planning permission indicate that consequential amendments are required to this Agreement to reflect the impact of the section 73 application and, in such circumstances, a separate deed pursuant to section 106 and/or section 106A of the 1990 Act will be required to secure relevant planning obligations relating to the new planning permission.

3. **CONDITIONALITY**

- 3.1 All of the planning obligations contained in this Agreement (for the avoidance of doubt not including this clause and Clause 13.1.1) are conditional upon the grant of the Planning Permission.

- 3.2 Subject to Clause 3.1, this Agreement shall come into force on the date hereof save for the Developer's obligations in the Schedules which shall come into force as follows:-

3.2.1 those obligations which expressly require something to be done prior to Commencement of the Development or prohibit the Commencement of the Development before something has been done shall come into effect on the date of the Planning Permission;

3.2.2 all the remaining obligations and provisions shall come into effect on the Commencement of the Development.

4. **THE DEVELOPER'S COVENANTS WITH THE LPA**

- 4.1 The Developer on behalf of themselves and their successors in title to the Site covenant with the LPA that they shall:-

4.1.1 perform and Comply with, and shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the Developer contained in this Agreement including the Schedules;

4.1.2 not encumber or otherwise deal with their interests in the Site or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.1.3 notify the LPA of the Anticipated Commencement Date prior to the actual Commencement of Development and such notice shall only be given where there is a genuine prospect of Development being Commenced within 21 (twenty one) days of the notice and the notice shall confirm and provide reasonable evidence that this is the case;

4.1.4 notify the LPA of the Anticipated Substantial Implementation Date prior to the actual date when Substantial Implementation occurs and such notice shall only be given where there is a genuine prospect of Development being Substantially Implemented within 21 (twenty one) days of the notice and the notice shall confirm and provide evidence that this is the case.

- 4.2 The Owner covenants with the LPA that, at the date of this Agreement, it is both the legal and equitable owner of the freehold interests in the Site registered, at the Land Registry with Title Numbers EX46381, EGL301995, LN253736 and EGL220827.

- 4.3 The Owner warrants to the LPA that, at the date of this Agreement, no person other than the Owner has any legal or equitable interest in the land registered under title numbers ~~EX46381~~;

WITHIN THE SITE

19th
25/11/2022

NGL 47587
25/11/2022
~~EGL301998~~, LN253736 and EGL220827 (with the exception of a substation lease granted on 6 January 1971 and registered under title number EGL508371).

5. THE LPA'S COVENANTS WITH THE DEVELOPER

- 5.1 The LPA covenants with the Developer that it shall procure performance of and Compliance with, each and every of the obligations, covenants and undertakings on the part of the LPA contained in this Agreement.
- 5.2 Subject to Clauses 5.5 and 5.6, the LPA covenants with the Developer that it shall use all sums received from the Developer under the terms of this Agreement for the purposes specified in this Agreement for which they are paid.
- 5.3 Subject to Clauses 5.5 and 5.6, the LPA shall provide to the Developer such evidence, as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Agreement.
- 5.4 Subject to Clauses 5.5 and 5.6, the LPA covenants with the Developer that it will repay to the Developer (or the person who made the payment, if not the Developer or the Developer or that person's nominee) such amount of any payment made by the Developer to the LPA under this Agreement which has not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the LPA of such payment together with interest PROVIDED THAT no such obligation to repay shall apply to the LPA's monitoring fee payable pursuant to Clause 13.1.2.
- 5.5 Where any payment is made by the Developer to the LPA pursuant to the terms of this Agreement the LPA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid ("**Other Statutory Authority**") and upon payment of monies to such Other Statutory Authority the LPA's requirement to comply with Clauses 5.2 to 5.4 shall cease to apply in respect of those monies.
- 5.6 Upon payment of monies to an Other Statutory Authority pursuant to Clause 5.5, the LPA shall seek legally binding assurances enforceable by the Developer against the Other Statutory Authority from that Other Statutory Authority that the monies shall be:-
- 5.6.1 applied by that Other Statutory Authority for the purposes for which they have been paid; and
- 5.6.2 repaid to the Developer (or the person who made the payment, if not the Developer) if such monies have not been expended or committed in accordance with the provisions of this Agreement within 10 (ten) years of the date of receipt by the Other Statutory Authority.

6. NOTICES

- 6.1 Any notice or other written communication to be served upon a Party or given by one Party to any other under the terms of this Agreement shall be deemed to have been validly served or given if delivered by hand or sent by first class post or sent by recorded delivery post to the Party upon whom it is to be served or to whom it is to be given and shall conclusively be deemed to have been received on:-
- 6.1.1 if delivered by hand, on the next Working Day after the day of delivery; and
- 6.1.2 if sent by first class post or recorded delivery post, the day 2 (two) Working Days after the date of posting.

- 6.2 The address for any notice or other written communication shall be within the United Kingdom only and shall be as specified below or such other address as shall be specified by the Party upon whom the notice is to be served to the other Parties by not less than 5 (five) Working Days' notice:-

LPA:

Address: Director of Planning Policy and Decisions
London Legacy Development Corporation – Planning
Policy and Decisions Team
Level 9
5 Endeavour Square
Stratford
London
E20 1JN

For the attention of: Mr Anthony Hollingsworth

Owner:

Address: Bellway Homes Limited (Thames Gateway) Ltd

Bellway House

Anchor Boulevard

Crossways Business Park

Dartford

Kent

DA2 6QH

For the attention of Harrison Thomas

- 6.3 Any notice or other written communication to be given by the LPA shall be deemed valid and effectual if on its face it is signed on behalf of the LPA by an officer or duly authorised signatory.

7. SATISFACTION OF ANY OF THE PROVISIONS OF THIS AGREEMENT

- 7.1 Where in the opinion of the Developer any obligation, covenant, undertaking or other provision on the part of the Developer contained in this Agreement has been satisfied wholly or in part, the Developer shall be entitled to apply to the LPA for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the LPA shall as soon as reasonably practicable issue a notification to such effect.
- 7.2 Where in the opinion of the LPA, any obligation, covenant, undertaking or other provision on the part of the LPA contained in this Agreement has been satisfied wholly or in part, the LPA shall be entitled to apply to the Developer for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Developer shall as soon as reasonably practicable issue a notification to such effect.

8. VERIFICATION AND ENFORCEMENT

The Developer shall permit the LPA and its authorised employees, agents, surveyors and other representatives to enter upon the Site and any buildings erected thereon pursuant to the Development (save any Residential Units or Non Residential Units in Occupation) at reasonable times and upon reasonable prior notice of at least 7 (seven) Working Days (except in the case of emergency) for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with PROVIDED THAT the LPA shall make good any damage caused by the LPA and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

9. DISPUTE RESOLUTION

9.1 One Party may by serving notice on all the other Parties to a Dispute (the "Notice") refer a Dispute to an Expert for determination.

9.2 The Notice must specify:-

9.2.1 the nature, basis and brief description of the Dispute;

9.2.2 the Clause or paragraph of a Schedule or Appendix pursuant to which the Dispute has arisen; and

9.2.3 the proposed Expert.

9.3 In the event that the Parties are unable to agree whom should be appointed as the Expert within 10 (ten) Working Days after the date of the Notice then either Party may request the President of the Law Society (except where Clause 9.7 provides otherwise) to nominate the Expert at their joint expense.

9.4 The Expert shall act as an expert and not as an arbitrator and his decision (the "Decision") will (in the absence of manifest error or fraud) be final and binding on the Parties to the Dispute and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.

9.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties to the Dispute within the minimum practicable timescale allowing for the nature and complexity of the Dispute and, in any event, not more than 20 (twenty) Working Days from the date of his appointment to act.

9.6 The Expert will be required to give notice to each of the said Parties inviting each of them to submit to him within 10 (ten) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter written submissions within a further 5 (five) Working Days in respect of any such submission and material.

9.7 Where the Parties to a Dispute are unable to agree whom should be appointed as the Expert, any Party may request that the following nominate the Expert at their joint expense:-

9.7.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the Expert;

9.7.2 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

9.7.3 if such dispute shall relate to matters requiring a specialist chartered civil engineer or specialist transport adviser, the President of the Institution of Civil Engineers to nominate the Expert;

9.7.4 if such dispute shall relate to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; and

9.7.5 in all other cases, the President of the Law Society to nominate the Expert.

10. NO WAIVER

No waiver (whether expressed or implied) by the LPA or the Developer of any breach or default in performing or Complying with any of the obligations, covenants or undertakings contained in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the LPA from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof.

11. DUTY TO ACT REASONABLY AND IN GOOD FAITH

The Parties agree with one another to act reasonably and in good faith in the fulfilment of this Agreement.

12. EXCLUSION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Parties do not intend that any term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

13. THE LPA'S COSTS

13.1 The Developer agrees that it will pay:

13.1.1 on completion of the Agreement the LPA's legal costs incurred in the negotiation and completion of this Agreement (inclusive of any such costs incurred by external lawyers appointed by the LPA in relation to the negotiation); and

13.1.2 prior to the Commencement Date, the sum of £10,800 (ten thousand eight hundred pounds) being the LPA's fee for monitoring compliance with the obligations contained in this Agreement.

14. FINANCIAL CONTRIBUTIONS AND INDEXATION

14.1 Where, pursuant to this Agreement, a payment or financial contribution is to be made, such payment or financial contribution shall be paid in accordance with the triggers and provisions for payment set out in and in accordance with all relevant provisions of this Agreement.

14.2 All payments or financial contributions to be paid pursuant to this Agreement will be increased by reference to the amount of the quarterly increase in the Index from 24 May 2022 until the date such sums are paid (unless otherwise stated in this Agreement) PROVIDED THAT no indexation shall apply to the LPA's legal costs or monitoring fee payable pursuant to Clause 13.

14.3 Where any sum or value is referred to in this Agreement (but is not the subject of a payment) as being Indexed such sum or value shall be increased by the increase of the Index from 24 May 2022 until the date the sum or value falls to be considered or applied.

15. INTEREST

If any payment due under this Agreement is paid late, Interest shall be payable from the date payment is due to the date of payment.

16. **JURISDICTION AND LEGAL EFFECT**

16.1 This Agreement shall be governed by and interpreted in accordance with the laws of England.

16.2 The provisions of this Agreement (other than this Clause 16.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

17. **EXECUTION AND DELIVERY**

The Parties have executed this Agreement as a deed and it is delivered on the date set out at the beginning of this Agreement.

SCHEDULE 1

AFFORDABLE HOUSING

1. DEFINITIONS

"Affordable Housing"	<p>means housing including Affordable Rented Housing and Intermediate Housing, provided to eligible households whose needs are not met by the market and which housing should:-</p> <ul style="list-style-type: none">(a) meet the needs of eligible households including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and(b) include provision for the home to remain at an affordable price for future eligible households or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
"Affordable Housing Contract"	<p>means a binding contract between the Developer and the Affordable Housing Provider for the construction and transfer of Affordable Housing Units to the Affordable Housing Provider</p>
"Affordable Housing Management Scheme"	<p>means a scheme specifying:-</p> <ul style="list-style-type: none">(a) management, maintenance and servicing arrangements for the Affordable Housing Units and(b) details of the rent, service charge and any estate or other charges payable for each Affordable Housing Unit together with an explanation of how the Affordable Housing Units remain affordable notwithstanding such charges <p>as may be amended from time to time with the prior written approval of the LPA</p>
"Affordable Housing Plans"	<p>means Plan 3 showing the location of the Affordable Housing Units as the same may be amended from time to time with the prior written approval of the LPA</p>
"Affordable Housing Provider"	<p>means a provider of Affordable Housing approved in respect of the Development pursuant to paragraph 2.1 of this Schedule and for the avoidance of doubt an organisation registered by the Regulator of Social Housing in accordance with the Housing and Regeneration Act 2008 whose objectives include the provision of Affordable Housing</p>

"Affordable Rented Housing"	means rented housing that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80% (eighty per cent) of local market rents and which includes London Affordable Rented Housing
"Annual Monitoring Report"	means the report published annually by the Mayor of London to assess the effectiveness of the London Plan
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"Corresponding Income Cap"	means the Lower Income Cap in relation to the Lower Income Cap Units, the Middle Income Cap in relation to the Middle Income Cap Units or the Higher Income Cap in relation to the Higher Income Cap Units
"CPI"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule: <ul style="list-style-type: none"> (a) in the case of service by delivery by hand of the Default Notice to the LPA's offices at the address specified in Clause 6 above during the LPA's office hours, 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 LPA's offices at the address specified in Clause 6 above, 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 LPA (by Royal Mail proof of delivery or otherwise)
"Default Notice"	means a notice in writing served on the LPA by the Chargee under paragraph 9.2.1 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"GLA Income Cap"	means an annual household income of £90,000 or such higher amount as may be prescribed in the Annual Monitoring Report applicable at the time that the Developer is disposing of the relevant Shared Ownership Unit
"Grant Funding"	means any capital funding provided by Homes England, the GLA or any other public body for the delivery of additional Affordable Housing in the Development and "Grant Funded Unit" shall have the meaning given to it in paragraph 6.4
"Higher Income Cap"	means an annual household income of £75,000 (Indexed)
"Higher Income Cap Units"	means the 50% of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 to be targeted at households with annual incomes that do not exceed the Higher Income Cap, in accordance with the provisions of this Schedule
"Homes England"	means the organisation empowered to regulate registered providers of Affordable Housing under the Housing and Regeneration Act 2008 or any successor body having functions currently exercised by Homes England
"Intention Notice"	means a notice in writing served on the Chargee by the LPA under paragraph 9.4 of this Schedule that the LPA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Intermediate Housing"	means sub-market housing which is above guideline target rents as determined through the National Rent Regime but below open market levels and which housing includes schemes such as Shared Ownership Housing or London Living Rent provided always that such schemes meet the affordability criteria as referred to in the supporting text of Policy H6 of the London Plan 2021

"London Affordable Rented Housing"

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

- (a) including service charges, is not more than 80 per cent of the market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); and
- (b) excluding service charges, is no higher than the relevant benchmark rents for London Affordable Rented Housing published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published by the GLA, either the benchmark rents shown in the table set out in the definition of "London Affordable Rents" below (subject to increase in line with the annual percentage increase in the Consumer Price Index + 1% per annum from 1 April 2023) or (if lower) no higher than the last benchmark rent published by the GLA for London Affordable Rented Housing increased on an annual basis in line with the annual percentage increase in the CPI + 1% from the date of that the last benchmark rents were published for

"London Affordable Rent Units"

means Affordable Housing Units to be made available as London Affordable Rented Housing at London Affordable Rents pursuant to paragraph 3 of this Schedule

"London Affordable Rents"

means the weekly rents (exclusive of service charge) published annually by the GLA for London Affordable Rents, the benchmarks for 2022/23 as set out in the table below:-

Bedroom size	2022-23 Benchmark
Bedsit and 1 bedroom	£168.34
2 bedrooms	£178.23
3 bedrooms	£188.13

and which such 2022/2023 benchmarks will be updated annually each April by the GLA by the increase in the CPI (for the previous September) plus 1% (one per cent) or such other method as may be specified by the Department for Levelling Up, Housing and Communities or its successor in function

"London Living Rents"

means the maximum rent levels (inclusive of service charges) applicable to the Site published by the GLA annually for affordable housing for middle income Londoners known at the date of this Agreement as "London Living Rent"

"Lower Income Cap"

means an annual household income of no more than £55,000 (Indexed)

"Lower Income Cap Units"

means the 25% of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 to be targeted at households with annual incomes that do not exceed the Lower Income Cap, in accordance with the provisions of this Schedule

"Marketing Commencement Date"

means the date notified by the Developer to the LPA pursuant to paragraph 4.4 of this Schedule from which marketing of the Shared Ownership Units can first commence

"Marketing Period"

means in relation to each Shared Ownership Unit the period of 3 months commencing no earlier than the Marketing Commencement Date and no later than the Completion of the Shared Ownership Unit

"Middle Income Cap"

means an annual household income of no more than £60,000 (Indexed)

"Middle Income Cap Units"

means the 25% of Shared Ownership Units in the locations approved by the LPA pursuant to paragraph 4.2 to be targeted at households with annual incomes that do not exceed the Middle Income Cap, in accordance with the provisions of this Schedule

"Model Form of Lease"

means the model forms of lease for Shared Ownership Housing set out in the GLA's Capital Funding Guide from time to time

"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 9.2.1 of this Schedule, the period from (and including) the Date of Deemed Service on the LPA of the Default Notice to (and including) the date falling 3 (three) months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the LPA)
"National Rent Regime"	means the regime under which the social rents of tenants of social housing are set, with particular reference to the DCLG Guidance on Rents for Social Housing on the Rent Standard (May 2014) and the Welfare Reform Act 2016 (as the same may be amended or superseded)
"Option"	means the option to be granted to the LPA (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.4 of this Schedule for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Perpetuity"	means a minimum term of 125 (one hundred and twenty five) years from the date of first Occupation of an Affordable Housing Unit
"Regulator of Social Housing"	means the executive non-departmental public body which undertakes economic regulation of registered providers of social housing or such successor body to whom such function is transferred from time to time
"Rent Setting Guidance"	means the GLA affordability criteria as set out in the Mayor's Affordable Housing and Viability Supplementary Planning Guidance
"Rents and Nominations Agreement"	means the Council's standard rents and nominations agreement
"Shared Ownership Housing"	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 where the lessee for the time being has the right to carry out staircasing and dispose of the unit on the open market in accordance with the provisions of the Model Form of Lease
"Shared Ownership Units"	means Affordable Housing Units to be made available for Shared Ownership Housing pursuant to paragraph 3 of this Schedule
"Social Rented Housing"	means the Affordable Housing for which guideline target rents are determined through the National Rent Regime
"Staircasing"	means the purchase by the owners of additional equity in a Shared Ownership Unit or shared equity unit
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

2. AFFORDABLE HOUSING PROVIDER

2.1 Prior to the Commencement of the Development, the Developer shall submit to the LPA and obtain its approval (such approval not to be unreasonably withheld or delayed) to a list of companies or organisations involved in the provision of Affordable Housing who if approved shall be capable of being Affordable Housing Providers for the Development.

2.2 The Developer will:-

2.2.1 proceed diligently and with all due expedition to negotiate and enter into an Affordable Housing Contract in respect of the London Affordable Rent Units and the Shared Ownership Units to be provided pursuant to paragraph 3 below; and

2.2.2 notify the LPA within 10 (ten) Working Days of entering into an Affordable Housing Contract.

3. MINIMUM AFFORDABLE HOUSING PROVISION

3.1 Not less than 35% of the Residential Units shall be provided as Affordable Housing in accordance with the following provisions of this Schedule.

3.2 Not less than 29 (twenty nine) Residential Units shall be provided as Shared Ownership Units.

3.3 Not less than 38 (thirty eight) Residential Units shall be provided as London Affordable Rent Units.

3.4 The Affordable Housing to be provided pursuant to paragraphs 3.1, 3.2 and 3.3 above shall comprise the following unit size mix:-

	1 bed 2 person units	2 bed 3 person units	2 bed 4 person	3 bed 5 person units	Total number of units
Shared Ownership Units	8	0	21	0	29
London Affordable Rent Units	14	7	7	10	38

3.5 The Affordable Housing Units shall be provided in the agreed locations shown on the Affordable Housing Plans.

3.6 Not more than 50% (fifty per cent) of the Private Residential Units shall be Occupied until 50% (fifty per cent) of the Affordable Housing Units are:-

3.6.1 Completed and made ready for occupation; and

3.6.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

3.7 Not more than 80% (eighty per cent) of the Private Residential Units shall be Occupied until 100% (one hundred per cent) of the Affordable Housing Units are:-

3.7.1 Completed and made ready for occupation; and

3.7.2 have been transferred to the Affordable Housing Provider pursuant to the Affordable Housing Contract.

4. AFFORDABLE RENTS AND AFFORDABILITY CRITERIA

Shared Ownership Units

4.1 Without prejudice to paragraphs 4.2 to 4.6 below, the cost of rent and/or mortgage payments and service and estate charges in relation to the Shared Ownership Units shall not exceed the general affordability criteria for Shared Ownership Housing published by the GLA from time to time in the London Plan (and updated in the Annual Monitoring Report).

4.2 Prior to First Occupation of the Development the Developer shall submit details of the proposed locations of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units to the LPA for approval and the Development shall not be First Occupied until the proposed locations of all of the Shared Ownership Units are approved in writing by the LPA.

4.3 Prior to the disposal or First Occupation of any Shared Ownership Unit the Developer shall submit and obtain the approval of the LPA to a scheme containing the following information:-

4.3.1 details of how rent and/or mortgage payments and service and estate charges in relation to each of the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be affordable to households who meet the Corresponding Income Cap; and

4.3.2 details of how the Lower Income Cap Units, the Middle Income Cap Units and the Higher Income Cap Units will be marketed to households who meet the Corresponding Income Cap.

4.4 The Developer shall not commence the marketing of any Shared Ownership Units unless and until it has notified the LPA of the date on which the marketing of Shared Ownership Units will commence PROVIDED THAT such date shall not be prior to the LPA's approval of the scheme required to be submitted pursuant to paragraph 4.3.

4.5 Subject always to paragraph 4.6 below, the Developer covenants as follows:-

4.5.1 to use Reasonable Endeavours during the relevant Marketing Period, to dispose of the Lower Income Cap Units to households whose annual incomes do not exceed the Lower Income Cap;

4.5.2 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Middle Income Cap Units to households whose annual incomes do not exceed the Middle Income Cap;

4.5.3 to use Reasonable Endeavours during the relevant Marketing Period to dispose of the Higher Income Cap Units to households whose annual incomes do not exceed the Higher Income Cap

in each case, in accordance with the scheme approved pursuant to paragraph 4.3 above.

4.6 If at the end of the relevant Marketing Period, a Shared Ownership Unit is not the subject of an accepted offer to purchase by a household whose annual household income does not exceed the Corresponding Income Cap for that Shared Ownership Unit:

4.6.1 the Developer shall submit a written report to the LPA detailing the steps it has taken in using its Reasonable Endeavours to dispose of that Shared Ownership Unit to

households that fall within the Corresponding Income Caps as required by paragraph 4.5; and

- 4.6.2 the relevant Shared Ownership Unit may thereafter be disposed of to a household whose annual household income does not exceed the GLA Income Cap.

London Affordable Rent Units

- 4.7 The rent (exclusive of service charge) charged for the first letting of any London Affordable Rent Unit shall not exceed London Affordable Rent applicable at the date of the first tenancy and rents during the period of any tenancy shall be subject to the Rent Setting Guidance.
- 4.8 The rents (exclusive of service charge) on subsequent lettings and tenancy renewals of any London Affordable Rent Unit (which for the avoidance of doubt shall not include tenancies which are continuing after a probationary period) shall not exceed London Affordable Rents applicable at the date of the relevant letting or tenancy unless otherwise agreed in writing with the LPA and rents during the period of any tenancy shall be subject to Rent Setting Guidance.

5. RESTRICTION ON OCCUPATION OF AFFORDABLE HOUSING UNITS

- 5.1 No Shared Ownership Unit provided under the terms of this Schedule shall be disposed of to a household whose annual household income exceeds the GLA Income Cap.
- 5.2 No London Affordable Rent Unit provided under the terms of this Schedule shall be Occupied other than as a London Affordable Rent Unit in Perpetuity and all occupational leases and tenancies of such units shall include a provision preventing sub-letting and underletting.

6. GRANT FUNDING

- 6.1 The Developer shall:-

6.1.1 use Reasonable Endeavours to secure Grant Funding

6.1.2 notify the LPA of the outcome of any such application for Grant Funding within 10 (ten) Working Days of receipt of the same.

- 6.2 The LPA shall provide such non-financial support as may be reasonably requested by the Developer in respect of any applications for Grant Funding pursuant to paragraph 6.1 above.

- 6.3 If Grant Funding is offered or secured subject to conditions that would prevent the Developer from complying with any of the obligations in this Schedule, the Developer and the LPA shall meet to discuss any amendments to the said obligations which would be necessary to deliver the Affordable Housing in the Development with such Grant Funding PROVIDED THAT there shall be no obligation on the LPA to agree to any such amendments even if this results in the Grant Funding not being available.

- 6.4 If Grant Funding is made available for the delivery of any Intermediate Housing within the Development, the Developer shall within the later of 28 (twenty eight) days of receipt of such Grant Funding or Commencement of the Development notify the LPA which units of Affordable Housing are being delivered with the assistance of such funding (a "Grant Funded Unit").

- 6.5 In respect of the disposal of any Grant Funded Unit the purchase price shall not exceed 85% (eighty five per cent) of the market value of that unit on the assumption that it is a Private Residential Unit and the assessment of market value shall be undertaken as at the date of the contract for sale for that unit.

- 6.6 Subject to the terms of any grant agreement with any body or other binding funding conditions providing Grant Funding, the balance of any payment received by the Developer in respect of the Staircasing of a Grant Funded Unit less the Developer's reasonably and properly incurred costs in relation to such Staircasing (including but not limited to legal and other professional fees) shall be applied by the Developer towards the provision of additional Affordable Housing within the LPA's administrative area.

7. WHEELCHAIR AFFORDABLE HOUSING UNITS

7.1 The Developer shall:-

- 7.1.1 provide not less than 10% (ten per cent) of the Affordable Housing Units as accessible or easily adaptable dwellings for wheelchair users across all unit sizes and tenures (the "Wheelchair Affordable Housing Units");
- 7.1.2 provide not less than 7 (seven) London Affordable Rent Units as Wheelchair Affordable Housing Units in the locations marked "WAC" on the Affordable Housing Plans;
- 7.1.3 not carry out any works comprised in the Development beyond Substantial Implementation until details of the location of the Wheelchair Affordable Housing Units (including 1:50 floor plans of the proposed units) have been submitted to and approved by the LPA;
- 7.1.4 notify the LPA at least 6 (six) months prior to Completion of each Wheelchair Affordable Housing Unit and thereafter from the date of such notification until the date of Completion of such unit:
- (a) only market the Wheelchair Affordable Housing Unit to households which include a wheelchair user; and
 - (b) use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user

PROVIDED THAT in the event that a tenancy has not been granted to a household including a wheelchair user by the date of Completion of the Wheelchair Affordable Housing Unit and evidence of the same has been provided to and approved by the LPA then the Developer shall be entitled to market that unit to any household.

7.2 For each and every subsequent letting of a Wheelchair Affordable Housing Unit, the Developer shall:-

- 7.2.1 actively market the unit as a Wheelchair Affordable Housing Unit;
- 7.2.2 use Reasonable Endeavours to grant a tenancy for the Wheelchair Affordable Housing Unit to a household which includes a wheelchair user, such Reasonable Endeavours to include implementing any additional measures agreed between the Developer and the LPA at meetings held pursuant to paragraph 7.2.3 below; and
- 7.2.3 in the event that, following marketing, a tenancy is not granted to a household including a wheelchair user, the Developer shall report this to the LPA (such report to contain details and evidence of the steps the Developer has taken in satisfaction of its obligations in paragraph 7.2.1 and 7.2.2 above) and shall, at the LPA's request, meet with the LPA and/or the Council to discuss a strategy for the future marketing of the Wheelchair Affordable Housing Units.

8. **GENERAL**

8.1 The Developer shall ensure that:-

8.1.1 the design, construction and layout of the Affordable Housing Units meets the London Mayor's Housing Supplementary Planning Guidance on Housing (March 2016) (or any subsequent document superseding the same);

8.1.2 the Affordable Housing Contract imposes a requirement on the Affordable Housing Provider (or the Affordable Housing Provider is otherwise required) to:-

(a) deliver a duly executed Rents and Nominations Agreement to the Council within 6 (six) months of date of the Affordable Housing Contract; and

(b) advertise and allocate the Shared Ownership Units via the GLA's London-wide Homes for Londoners platform or if that platform ceases to operate such other platform or process as may be first agreed with the Council.

8.2 The Developer will procure that any transfer of any Shared Ownership Units to an Affordable Housing Provider imposes a requirement (or that there is otherwise a requirement) that when granting a lease of an individual Shared Ownership Unit, the Affordable Housing Provider will use the appropriate Model Form of Lease.

8.3 The Developer covenants that no London Affordable Rent Unit shall be Occupied before the Affordable Housing Provider has entered into a Rents and Nominations Agreement with the Council in respect of that London Affordable Rent Unit and evidence thereof has been provided to the LPA.

8.4 The Developer covenants that no Affordable Housing Unit shall be Occupied until an Affordable Housing Management Scheme for the Affordable Housing Units has been submitted to and approved in writing by the LPA and thereafter:-

8.4.1 the Affordable Housing Management Scheme shall be implemented; and

8.4.2 the Affordable Housing Units shall not be Occupied or managed (including the levying of service charge and any estate or other charges) other than in accordance with the approved Affordable Housing Management Scheme.

8.5 Upon the transfer of any Affordable Housing Units to an Affordable Housing Provider the obligations imposed on the Developer in this Schedule in relation to those Affordable Housing Units shall be observed and performed by the Affordable Housing Provider and where any obligation is expressed as an obligation on the Developer to procure any act on the part of the Affordable Housing Provider, such obligation shall be construed as an obligation of the Affordable Housing Provider to itself perform the obligation in question.

8.6 The provisions of this Schedule shall not bind:-

8.6.1 any Shared Ownership Unit where 100% (one hundred per cent) of the equity in that Shared Ownership Unit has been purchased by the tenant via Staircasing;

8.6.2 any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under section 180 of the Housing and Regeneration Act 2008 or any similar or substitute rights applicable;

8.6.3 any person or body deriving title through or from any of the parties mentioned in paragraphs 8.6.1 and 8.6.2 above and their mortgagees and chargees.

9. **MORTGAGEES OF AFFORDABLE HOUSING PROVIDER**

9.1 Subject to paragraphs 9.2 to 9.8 (inclusive) below the provisions of this Schedule will not bind any Chargee who exercises any power of sale.

9.2 In order to benefit from the protection granted by paragraph 9.1 above a Chargee must:

9.2.1 serve a Default Notice on the LPA by delivery by hand to the LPA's offices at the address specified in Clause 6 during the LPA's office hours or using first class registered post to the LPA's offices at the address specified in Clause 6 in either case addressed to the Director of Planning Policy and Decisions prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

9.2.2 when serving the Default Notice, provide to the LPA official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

9.2.3 subject to paragraph 9.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.4 below.

9.3 From the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the LPA may serve an Intention Notice on the Chargee.

9.4 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the LPA and the Chargee), the Chargee will grant the LPA (and/or the LPA's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

9.4.1 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));

9.4.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below;

9.4.3 provided that the purchase price has been agreed in accordance with paragraph 9.5.2 below or determined in accordance with paragraph 9.6 below, but subject to paragraph 9.4.4 below, the LPA (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

9.4.4 the Option will expire upon the earlier of

(a) notification in writing by the LPA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; and

(b) the expiry of the Moratorium Period;

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

9.5 Following the service of the Intention Notice:

- 9.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the LPA (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 9.5.2 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
 - (b) (unless otherwise agreed in writing between the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.6 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.5.2(a) above:
- 9.6.1 the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 9.6.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the LPA (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 9.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Agreement;
- 9.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 9.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 9.6.6 the independent surveyor shall make his/her decision and notify the LPA, the LPA's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and
- 9.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- 9.7.1 the LPA has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 9.7.2 the LPA (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 9.7.3 the LPA (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option
- 9.8 The LPA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9.2 to 9.7 above (inclusive).

SCHEDULE 2

VIABILITY REVIEW

1. DEFINITIONS

"Actual Build Costs"

means the actual build costs comprised in demolition, construction and external works of the Development incurred at the relevant Review Date supported by evidence of these costs to the LPA's reasonable satisfaction including but not limited to:-

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

and build costs (except where the Developer is also the contractor) exclude all internal costs of the Developer including but not limited to:

- (d) project management costs
- (e) overheads and administration expenses
- (f) professional, finance, legal and marketing costs

to be assessed by the LPA

"Additional Affordable Housing"

means any Additional Affordable Housing Units and/or any Further Rental Discounts and/or any Partial Unit Contribution all of which shall be subject to the Affordable Housing Cap

"Additional Affordable Housing Scheme"

means a scheme prepared in accordance with the provisions of this Schedule if an Early Stage Review or Development Break Review concludes that Additional Affordable Housing is capable of being provided within the Development and which:-

- (a) identifies how some or all of the surplus profit identified in the Early Stage Review or Development Break Review could be applied towards the provision of Additional Affordable Housing Units, to include:
 - (i) details of which previously intended Private Residential Units would be converted into Additional Affordable Housing units and to which tenures
 - (ii) plans showing the location, size and internal layout of each Additional Affordable Housing Unit with reference

	to plans and drawings approved as part of the Planning Application
	(iii) ensures that at least 10% (ten per cent) of any Additional Affordable Housing Units are accessible or easily adaptable for wheelchair users across all tenures and unit sizes
	(iv) a timetable for construction and delivery of the Additional Affordable Housing Units
	(v) identifies any Partial Unit Contribution
	(b) identifies how as an alternative to providing Additional Affordable Housing Units some or all the surplus profit identified could be applied towards securing Further Rental Discounts
"Additional Affordable Housing Units"	means the Private Residential Units to be converted to Affordable Housing pursuant to any Additional Affordable Housing Scheme approved under paragraph 3
"Affordable Housing Cap"	means that the Developer shall not in any circumstances be required to: <ul style="list-style-type: none"> (a) provide more than 50% (fifty per cent) of the total number of Habitable Rooms comprised in the Development as Affordable Housing in the Affordable Housing Target Tenure Split or (b) provide more than the equivalent of 50% (fifty per cent) of the total number of Habitable Rooms in the Development as Affordable Housing in the Affordable Housing Target Tenure Split by the provision of Affordable Housing Units and Additional Affordable Housing Units at the Development and/or any Partial Unit Contribution and/or Further Rental Discounts and/or any Late Stage Review Contribution pursuant to this Agreement
"Affordable Housing Target Tenure Split"	means 60% (sixty per cent) Affordable Rented Housing/Social Rented Housing 40% (forty per cent) Intermediate Housing tenure split
"Average Affordable Housing Values"	means the average value of Affordable Housing Unit floorspace per square metre within the Development at the Review Date based on the relevant information provided to establish the Review Stage GDV and the Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value and/or involving a purchaser or related

	party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Average Private Residential Values"	means the average value of Private Residential Unit floorspace per square metre within the Development at the relevant Review Date based on the relevant information provided to establish the Review Stage GDV and Estimated GDV to be assessed by the LPA PROVIDED THAT where any disposal or any other relevant transaction relevant to such average value has taken place at a Non-Open Market Value then the value of such disposal or other such relevant transaction shall be disregarded and substituted by a value equivalent to that which would have been generated if the disposal or other such relevant transaction had been at Open Market Value and/or involving a purchaser or related party not connected to the vendor and/or not at Non-Open Market Value even if a lesser value has actually been generated by any such disposal or such other relevant transaction which has taken place at Non-Open Market Value
"Baseline Appraisal"	means the development appraisal dated 28 July 2022 entitled "BNP Appraisal as breakeven - Proposed Scheme Appraisal"
"Breakeven Build Costs"	means £55,304,544 (fifty-five million three hundred and four thousand five hundred and forty four pounds) being the cost of demolition, construction, external works and assumed contingency allowance determined by the Baseline Appraisal
"Breakeven GDV"	means the gross development value established by the Baseline Appraisal being £87,101,212 (eighty-seven million one hundred and one thousand two hundred and twelve pounds)
"Component(s) of Development"	means a part of the Development including but not limited to:- <ul style="list-style-type: none"> (a) Private Residential Units (b) Affordable Housing Units (c) Workspace (d) any other floorspace (e) property (f) land (g) any other component at the Development
"Development Break"	means a continuous period of 12 (twelve) months or more after the Substantial Implementation Long Stop Date or after the agreement of an Early Stage Review (whichever takes

place first) in which no material construction works take place to materially progress the Development

"Development Break Review"

means the upwards only review of the financial viability of the Development at the Planned Resumption Date applying Formula 1 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development subject always to the Affordable Housing Cap

"Development Break Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 thereby confirming whether, in the Developer's view, any Additional Affordable Housing can be provided; and
- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

"Development Viability Information"

means the following information:-

- (a) Review Stage GDV
- (b) Estimated GDV
- (c) Average Private Residential Values
- (d) Average Affordable Housing Values
- (e) Actual Build Costs
- (f) Estimated Build Costs

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

"Early Stage Review"

means the upwards only review of the financial viability of the Development at the Revised Substantial Implementation Date applying Formula 1 and Formula 3 to, in accordance with the provisions of this Agreement, determine whether Additional Affordable Housing can be provided as part of the Development subject always to the Affordable Housing Cap

"Early Stage Review Submission"

means the following information to be submitted by the Developer to the LPA on an open book basis:-

- (a) the applicable Development Viability Information
- (b) a written statement that applies the applicable Development Viability Information to Formula 1 and Formula 3 thereby confirming whether, in the

Developer's view, any Additional Affordable Housing can be provided and

- (c) where such written statement confirms that Additional Affordable Housing can be provided, an Additional Affordable Housing Scheme

"Estimated Build Costs"

means the estimated build costs of Development remaining to be incurred at the relevant Review Date based on agreed building contracts or estimates provided by the Developer's quantity surveyor or costs consultant including construction and external works and which take into account with the Actual Build Costs to be assessed by the LPA

"Estimated GDV"

means the estimated Open Market Value of all the remaining Components of Development not disposed of at the relevant Review Date based on the relevant information used to assess the Review Stage GDV together with detailed comparable market evidence and taking into account Public Subsidy and Development related income from any other sources to be assessed by the LPA

"Formula 1"

means the following formula to be applied at any Early Stage Review and Development Break Review for determining surplus profit available for Additional Affordable Housing:-

X = Surplus profit available for Additional Affordable Housing

$$X = (A - B) - (C - D) - E - P$$

A = Updated GDV (£)

B = Breakeven GDV (£)

C = Updated Build Costs (£)

D = Breakeven Build Costs (£)

E = in the case of the Development Break Review only, any Surplus profit established in any Early Stage Review

P = (A - B) * Y; Developer profit on change in GDV (£)

Y = Target Return (%)

"Formula 2"

means the following formula for determining surplus profit available for Additional Affordable Housing to be applied at the Late Stage Review:-

X = Surplus profit available for Additional Affordable Housing

$$X = (((A - B) - (C - D) - P) - E) \times 0.6$$

A = Updated GDV (£)

B = Breakeven GDV (£)

C = Updated Build Costs (£)

D = Breakeven Build Costs (£)

P = (A - B) * Y; Developer profit on change in GDV (£)

Y = Target Return

E = any Surplus profit established in any Early Stage Review or Development Break Review

"Formula 3"

means the following formula for determining the amount of Additional Affordable Housing Units where the application of Formula 1 identifies a surplus profit:-

X = Additional Affordable Rented Housing requirement (Habitable Rooms)

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

Y = Additional Intermediate Housing requirement (Habitable Rooms)

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

A = Average value of Private Residential Units per m² (£)

B = Average value of Affordable Rented Housing per m² (£)

C = Average value of Intermediate Housing per m² (£)

D = Average Habitable Room size for Development (m²)

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

F = 60%

G = 40%

"Further Rental Discounts"

means discounts on the rent levels for Affordable Housing Units beyond those secured in Schedule 1

"Habitable Room"

means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of not less than 13 (thirteen) square metres, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls

"Late Stage Review"

means the upwards only review of the financial viability of the Development at the Late Stage Review Date applying Formula 2 to, in accordance with the provisions of this

	Agreement, determine whether a Late Stage Review Contribution is payable
"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the LPA's administrative area the precise value of which shall be calculated in accordance with Formula 2 and which shall be subject to the Affordable Housing Cap
"Late Stage Review Date"	means the date at which 75% (seventy five per cent) of the Private Residential Units are sold or let
"Late Stage Review Submission"	means the following information to be submitted by the Developer to the LPA on an open book basis:- <ul style="list-style-type: none"> (a) the Development Viability Information (b) a written statement that applies the applicable Development Viability Information to Formula 2 thereby confirming whether in the Developer's view a Late Stage Review Contribution is payable (taking account of the Affordable Housing Cap)
"Memorandum"	means a memorandum made in accordance with paragraph 8 of this Schedule
"Non-Open Market Value"	means a value below the Open Market Value, for example, due to a disposal or other related transaction:- <ul style="list-style-type: none"> (a) to a purchaser who is connected in any way to the vendor, grantor, transferor or lessor including (but not confined to) the definition in section 839 of the Income and Corporation Taxes Act 1988 (b) which is not an arm's length true value purchase on the usual terms as between a willing vendor, grantor, transferor or lessor and a willing purchaser and/or (c) where a transaction artificially reduces the value of a Private Residential Unit or Affordable Housing Unit which may include without limitation the following types of transaction: <ul style="list-style-type: none"> (i) transactions between the Developer and subsidiary companies of the Developer (ii) transactions between the Developer and its employees (iii) transactions involving loans from the Developer (iv) transactions involving other forms of deferred consideration (v) transactions involving finance deals

- (vi) transactions involving other property not comprised in the Development
- (vii) any transfer or transaction designed to reduce the revenue received from the disposal of the Private Residential Units or Affordable Housing Units
- (viii) transactions involving renting or granting of a licence to occupy a Private Residential Unit (including, for example, as private rented sector dwellings or other models)

PROVIDED ALWAYS that where bulk sales of more than one units are concluded in the ordinary course of business it shall be taken into account that such units are comprised in a bulk sale and that discounts are commonly agreed in bulk sale transactions and they shall not be treated as Non-Open Market Value simply by virtue of the individual unit price being lower than if a comparable unit had been sold individually outside of a bulk sale transaction

"Open Market Value"

means the best price at which the disposal (being sale or lease or other form of disposal as the case may be and all leasehold interests in the Development shall be for a term of not less than 125 (one hundred and twenty five) years (unless a shorter term of years has been agreed beforehand in writing with the LPA)) of the relevant interest would have been completed unconditionally for cash consideration at the valuation date at the time of the disposal assuming:-

- (a) the price at which a property will sell or be let in the open market as between a willing purchaser and willing seller or willing lessor or willing lessees (as the case may be) acting at arm's length
- (b) that prior to the date of valuation (which is to be carried out in accordance with the RICS Valuation Standards) there has been a reasonable period of not less than 6 (six) months for the 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) where each party has acted knowledgeably prudently and without compulsion

and excluding Non-Open Market Value

"Partial Unit Contribution"

means a financial contribution towards Affordable Housing in the LPA's administrative area payable where a Viability Review identifies a surplus profit but such surplus is insufficient to provide any Additional Affordable Housing Units or cannot deliver a complete number of Additional Affordable Housing Units pursuant to Formula 3 (such

	contribution to be calculated using the floorspace values of the incomplete unit pursuant to Formula 3)
"Planned Resumption Date"	means the anticipated date for resuming the Development following a Development Break
"Public Subsidy"	means any funding from the LPA and the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development
"Review Date"	means any and all of the Revised Substantial Implementation Date and the Planned Resumption Date and the Late Stage Review Date
"Review Stage GDV"	means the:- <ul style="list-style-type: none"> (a) value of all gross receipts from any disposal (whether freehold or long leasehold) of a Component of Development prior to the relevant Review Date and (b) Open Market Value of any Component of Development that is the subject of an assured shorthold tenancy agreement or any short term let and which takes account of Public Subsidy and any Development related income from any other sources to be assessed by the LPA
"Revised Substantial Implementation Date"	means the anticipated date for achieving Substantial Implementation where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date
"RICS Valuation Standards"	means the Royal Institution of Chartered Surveyors Valuation Standards – UK Standards (January 2014) and Global Standards (July 2017) or any successor documents that may be subsequently published
"Substantial Implementation Long Stop Date"	means the date 24 (twenty four) months from the date of grant of the Planning Permission but excluding the date of grant of the Planning Permission
"Target Return"	means the developer profit on Breakeven GDV of 17.5% (seventeen point five per cent) on Private Residential Units, 15% (fifteen per cent) on Workspace and 6% (six per cent) on Affordable Housing Units to be assessed on the relevant Review Date
"Updated Build Costs"	means the sum of:- <ul style="list-style-type: none"> (a) Actual Build Costs and (b) Estimated Build Costs

"Updated GDV"	means the sum of:-
	(a) Estimated GDV and
	(b) Review Stage GDV
"Viability Reviews"	means any and all of the Early Stage Review and the Development Break Review and the Late Stage Review
"Viability Review Submissions"	means any and all of the Early Stage Review Submission and the Development Break Review Submission and the Late Stage Review Submission

2. ESTABLISHING SUBSTANTIAL IMPLEMENTATION

- 2.1 The Developer shall notify the LPA in writing of Substantial Implementation and such notice shall be accompanied by full documentary evidence on an open book basis to enable the LPA to independently assess whether Substantial Implementation has occurred and, if so, when Substantial Implementation occurred.
- 2.2 The Developer shall afford the LPA (and their agents) access to the parts of the Site comprised within the Developer's interests or sufficient control to inspect and assess whether or not any work has been undertaken and whether any work which has been undertaken amounts to Substantial Implementation **PROVIDED ALWAYS THAT:-**
- 2.2.1 the LPA shall provide the Developer with reasonable written notice of its intention to carry out such inspection;
- 2.2.2 the LPA and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice; and
- 2.2.3 the LPA and their agents or representatives shall at all times be accompanied by the Developer or its agent or representative.
- 2.3 The LPA shall inspect the parts of the Site comprised within the Developer's interests within 20 (twenty) Working Days of receiving notice pursuant to paragraph 2.1 above and thereafter provide written confirmation to the Developer within 10 (ten) Working Days of the inspection date as to whether or not the LPA considers that the works undertaken amount to Substantial Implementation.
- 2.4 Any dispute between the parties concerning whether or not Substantial Implementation has occurred may be referred to dispute resolution in accordance with the provisions of Clause 9.

3. EARLY STAGE REVIEW

- 3.1 Where Substantial Implementation has not occurred before the Substantial Implementation Long Stop Date, the Developer shall:-
- 3.1.1 not undertake any further works which would constitute Substantial Implementation until the Early Stage Review has been undertaken and agreed between the Developer and the LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 9 but where in the case of any conflict, this Schedule shall prevail;
- 3.1.2 notify the LPA in writing of the Revised Substantial Implementation Date and subsequently advise the LPA in writing of any change to the Revised Substantial Implementation Date; and

- 3.1.3 submit the Early Stage Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Revised Substantial Implementation Date.

4. DEVELOPMENT BREAK REVIEW

- 4.1 The Developer shall notify the LPA in writing of a Development Break and shall respond in writing to any written request from the LPA to confirm whether a Development Break has occurred.
- 4.2 Where a Development Break occurs, the Developer shall:-
 - 4.2.1 not resume the carrying out of the Development (and shall not permit or suffer such resumption) unless and until a Development Break Review has been undertaken and agreed between the Parties or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 9 but where in the case of any conflict, this Schedule shall prevail;
 - 4.2.2 notify the LPA in writing of the Planned Resumption Date and subsequently advise the LPA in writing of any change to the Planned Resumption Date; and
 - 4.2.3 submit the Development Break Review Submission to the LPA prior to but not more than 40 (forty) Working Days before the Planned Resumption Date.

5. LATE STAGE REVIEW

- 5.1 The Developer shall notify the LPA in writing within 5 (five) Working Days of the occurrence of the Late Stage Review Date.
- 5.2 Not more than 75% (seventy five per cent) of the Private Residential Units shall be Occupied unless and until the Late Stage Review has been undertaken and agreed between the Developer and the LPA or determined by the Expert in accordance with the relevant provisions of this Schedule and Clause 9 but where in the case of any conflict, this Schedule shall prevail.
- 5.3 The Developer shall submit the Late Stage Review Submission to the LPA within 20 (twenty) Working Days of the Late Stage Review Date.

6. VIABILITY REVIEWS

- 6.1 The Developer shall give the LPA not less than 10 (ten) Working Days' advance written notice of the date on which any Viability Review Submission is intended to be submitted and no Viability Review Submission shall be submitted until 10 (ten) Working Days following the giving of such advance written notice.
- 6.2 The LPA shall be entitled to instruct external surveyors to act on its behalf to review and assess Viability Review Submissions and undertake the Viability Reviews and the LPA shall be entitled to recover from the Developer:-
 - 6.2.1 its reasonable and properly incurred internal costs (including officer time); and
 - 6.2.2 its reasonable and properly incurred external surveying and legal costs

incurred in reviewing and assessing Viability Review Submissions and undertaking the Viability Reviews and the Developer will pay such costs within 20 (twenty) Working Days of receipt of a written request for payment.

- 6.3 Upon receipt of a Viability Review Submission:-
- 6.3.1 in the event that the LPA requires further information or supporting evidence then the Developer shall provide any reasonably required information to the LPA within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the LPA has all the information it reasonably requires to assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 3 or whether a Late Stage Review Contribution is required to be paid in accordance with Formula 2 (as applicable) provided all repeated requests are made within 20 Working Days of receipt of the information previously requested pursuant to this paragraph 6.3.1;
- 6.3.2 the LPA shall confirm in writing to the Developer when it has received a valid and complete Viability Review Submission ("**Validation Date**") but such confirmation shall not amount to agreement of any of the matters contained in the Viability Review Submission nor preclude the LPA from seeking further relevant information during the course of negotiations pursuant to this paragraph 6.3 PROVIDED THAT seeking further relevant information shall not be a reason for delaying the Viability Review if it can be progressed or for not completing any other process required by this paragraph if it can be completed without the information requested;
- 6.3.3 for a period not exceeding 30 (thirty) Working Days commencing on the Validation Date (unless otherwise agreed between the LPA and the Developer in writing), the Developer and the LPA, both acting reasonably and in good faith, may review and seek to reach an agreed position on the matters set out in the Viability Review Submission and, where agreed between them, this may result in revisions to the Viability Review Submission;
- 6.3.4 Within 40 (forty) Working Days of the Validation Date, the LPA shall confirm in writing that:-
- (a) it rejects (with reasons) the conclusions of the Viability Review Submission ("**Non-Acceptance Notice**"); or
 - (b) it accepts the conclusions of the Viability Review Submission and confirms that there is no surplus to apply towards the provision of Additional Affordable Housing; or
 - (c) it accepts the conclusions of the Viability Review Submission ("**Acceptance Notice**") and in the case of an Early Stage Review only the Additional Affordable Housing Scheme shall thereafter be agreed by way of a completed Memorandum pursuant to paragraph 8 below.
- 6.4 In the event that pursuant to paragraph 6.3 above, the Developer and the LPA have not agreed the Viability Review Submission either of them shall be entitled to refer the matter to the Expert for determination and each shall use its reasonable endeavours to do so within 20 (twenty) Working Days of the date of the Non-Acceptance Notice (unless otherwise agreed between the LPA and the Developer) and the date the matter is referred shall be referred hereafter as the "**Referral Date**".
- 6.5 Unless otherwise agreed between the LPA and the Developer or required by the Expert, each shall within a further period of 10 (ten) Working Days from the Referral Date submit its evidence and representations to the Expert in respect of the Viability Review Submission.
- 6.6 In addition to the matters specified in paragraph 6.5 above, in making his determination the Expert shall have regard to:-
- 6.6.1 all relevant material submitted to him by the LPA and the Developer;

- 6.6.2 such relevant financial, legal, planning or other matters he considers relevant using reasonable care and skill and his professional expertise;
- 6.6.3 the provisions of this Agreement and this Schedule, in particular but without prejudice to the generality of the provisions relating to Affordable Housing.
- 6.7 Unless otherwise agreed by the LPA and the Developer or notified to them by the Expert, in the case of an Early Stage Review or a Development Break Review only the Expert shall be appointed on the basis that, if he determines that there is surplus profit to apply towards the provision of Additional Affordable Housing, his decision shall include an Additional Affordable Housing Scheme (the "Decision") which the LPA and the Developer shall thereafter incorporate in a completed Memorandum in accordance with paragraph 8 below.
- 7. DELIVERY OF ANY ADDITIONAL AFFORDABLE HOUSING/PAYMENT OF LATE STAGE REVIEW CONTRIBUTION**
- 7.1 Where it is agreed or determined pursuant to an Early Stage Review or Development Break Review that Additional Affordable Housing Units are required to be provided, the Developer shall prior to Occupation of more than 50% (fifty per cent) of the Private Residential Units:-
- 7.1.1 make any amendments to the Development required to accommodate such Additional Affordable Housing Units and seek any necessary variations to the Planning Permission and/or details approved pursuant to any conditions imposed thereon;
- 7.1.2 provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert and make it available for Occupation; and
- 7.1.3 pay any Partial Unit Contribution to the LPA in accordance with the Additional Affordable Housing Scheme approved by the LPA or determined by the Expert.
- 7.2 The Developer shall not Occupy more than 50% (fifty per cent) of the Private Residential Units (or such later date as may be agreed with the LPA pursuant to paragraph 7.1 above) unless and until:-
- 7.2.1 the requirements of paragraph 7.1 above have been satisfied and full and satisfactory evidence of the same has been provided to the LPA; and
- 7.2.2 any Partial Unit Contribution identified in the Additional Affordable Housing Scheme has been fully paid to the LPA in cleared funds.
- 7.3 Where it is agreed or determined pursuant to a Viability Review that any surplus profit should be applied towards securing Further Rental Discounts, all first lettings and subsequent lettings of Affordable Housing Units entered into after the date of such agreement or determination shall be subject to the Further Rental Discounts set out in the final agreed or determined Additional Affordable Housing Scheme.
- 7.4 Where it is agreed or determined pursuant to the Late Stage Viability Review that a Late Stage Review Contribution is required:
- 7.4.1 the Owner shall pay the Late Stage Review Contribution to the LPA within 10 (ten) Working Days of such agreement or determination; and
- 7.4.2 the Owner shall not Occupy more than 75% (seventy five per cent) of the Private Residential Units until the Late Stage Review Contribution has been paid in full to the LPA.

8. **MEMORANDUM**

8.1 Within 15 (fifteen) Working Days of the Acceptance Notice (or the Expert determining an Additional Affordable Housing Scheme), the Developer and the LPA shall record the Additional Affordable Housing Scheme by completing a Memorandum by each of the LPA and the Developer signing the same (acting by authorised signatories).

8.2 The LPA and the Developer agree upon completion of a Memorandum, to endorse each engrossed copy of this Agreement with the insertion of the following:-

"The Parties have agreed the details of the Additional Affordable Housing Scheme by way of a signed Memorandum between the LPA and the Developer dated 20".

8.3 Upon completion of a Memorandum, this Agreement shall be construed such that in the case of Additional Affordable Housing Units being provided:-

8.3.1 the number of Additional Affordable Housing Units shall be included within the definition of Affordable Housing Units;

8.3.2 the number of Private Residential Units shall be reduced by the corresponding number of Additional Affordable Housing Units; and

8.3.3 the obligations in Schedule 1 shall apply to the Additional Affordable Housing Units to be provided within the Development and shall be construed such that any reference to "Affordable Housing Units" shall include the corresponding number of "Additional Affordable Housing" units to be provided within the Development.

8.4 The Affordable Housing Cap shall apply in relation to the obligations in Schedules 1 and 2.

9. **MONITORING**

9.1 The parties acknowledge and agree that as soon as reasonably practicable following completion of this Agreement the LPA shall report to the GLA through the London Development Database (or its successor database) the number and tenure of the Affordable Housing Units by units and Habitable Room.

9.2 The Parties acknowledge and agree that as soon as reasonably practicable after each of:

9.2.1 the approval or determination of an Additional Affordable Housing Scheme pursuant to paragraph 6 or, if an Additional Affordable Housing Scheme is not required by the LPA, the conclusion of the assessment under paragraph 6; and

9.2.2 it being agreed or determined pursuant paragraph 7.4 that a Late Stage Review Contribution is required

the LPA shall report to the GLA through the London Development Database the following information (to the extent applicable):

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

(b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room;

(c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 7.1.3; and

(d) the amount of the Late Stage Review Contribution.

SCHEDULE 3

SUSTAINABLE TRANSPORT

1. DEFINITIONS

"Additional Highway Works"	means works comprising delivery of temporary improvements to pedestrian footpaths and crossings to Barbers Road to improve inclusive access between the Site and Pudding Mill DLR
"Construction Transport Management Group"	means the group set up under the terms of the Legacy Communities Scheme Permission to manage and coordinate the cumulative construction traffic impacts arising from the Legacy Communities Scheme and other developments
"Cycle Hire Docking Station Contribution"	means the sum of £80,000 (eighty thousand pounds) (Indexed) to be applied towards the provision and maintenance of a new cycle hire docking station in the Pudding Mill Area
"Highway Agreement"	means an agreement under section 278 and/or section 38 and/or section 35 of the Highways Act 1980
"Highways Contribution"	means £10,000 (ten thousand pounds) (Indexed) to be applied towards mitigation of construction impacts on the local highway network
"Highway Works"	means (unless otherwise agreed with the Council and the Highway Authority) works comprising: <ul style="list-style-type: none">(a) provision of new road access (to the Council's adoptable standard) onto Cook's Road from the Site (known as City Mill Passage);(b) delivery of public realm fronting Cook's Road;(c) delivery of suitable access point(s) into and out of the Development to accommodate the potential future connection of Bow Back Street (as proposed to be delivered as part of the development of the Pudding Mill Lane Site) to the Site;(d) changes in the Traffic Management Orders along Cook's Road and City Mill Passage;(e) delivery of temporary servicing arrangements before the delivery of Bow Back Street;(f) delivery of temporary public realm and lighting within the Site to ensure suitable and safe access for pedestrians and cyclists to and from all parts of the Development (including but not limited to the core numbered 4 on Plan 2) prior to the delivery of Bow Back Street;

- (g) any other highway improvement schemes which are determined to be necessary by the Council's Highways and Transport Planning Department (acting reasonably) to address the outcomes of the safety audit carried out pursuant to Condition 9; and
- (h) delivery of temporary improvements to pedestrian footpaths and crossings to Cook's Road to improve inclusive access between the Site and Pudding Mill DLR; and
- (i) subject to paragraph 3.1 of this Schedule, the Additional Highway Works

provided that the Developer shall not be required to deliver Highway Works on land which is not public highway or within the ownership and/or control of the Developer

"Highway Works Specification"

means a specification for each of the Highway Works which accords with the Wider Access Strategy and sets out details in respect of the Highway Works sufficient for the purposes of entering into a Highway Agreement(s) for the delivery of such Highway Works

"Legacy Communities Scheme Permission"

means planning permission reference 11/90621/OUTODA as subsequently varied

"Legible London Contribution"

means the sum of £15,000 (fifteen thousand pounds) (Indexed) to be applied towards the Legible London Works

"Legible London Works"

means the provision of new signage and/or improvement of existing signage to guide pedestrians and cyclists in the vicinity of the Site

"Marshgate Lane Bridge Contribution"

means £40,000 (forty thousand pounds) (Indexed) to be applied towards carrying out feasibility studies in respect of Marshgate Lane Bridge and/or the delivery and/or maintenance of Marshgate Lane Bridge

"On Site Blue Badge Car Parking Spaces"

means 6 (six) blue badge car parking spaces with active electric vehicle charging point provision within the Development in the location shown on Plan 6 to be made available by the Developer for use by occupants and visitors to the Development who are blue badge holders pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

"Phase 1 Legacy Wharf"

means the area of land known as Cooks Road, Pudding Mill Lane E15 and located adjacent to the Site developed pursuant to a planning permission reference 15/00392/FUL

"Phase 3 Legacy Wharf"

means the area of land known as Barbers Road, Pudding Mill E15 and located adjacent to the Site which is the subject of planning application reference 21/00460/FUL

"Pudding Mill Area"	means the area covered by the Pudding Mill Supplementary Planning Document (March 2017)
"Pudding Mill Lane Site"	means the land within the Pudding Mill Area which is the subject of outline application 21/00574/OUT
"Wider Access Strategy"	means a strategy which details how the access routes within the Development will provide step-free ground level access routes to the Pudding Mill Lane Site and accommodate future connections to Bow Back Street, City Mill Passage and the Wynd

2. **CAR CLUB**

- 2.1 The Developer shall provide the first household to Occupy each Residential Unit and the first commercial tenant of each unit within the Workspace with:
- 2.1.1 a free membership for a period of 3 (three) years for the use of the two car club spaces located within Phase 1 Legacy Wharf; and
- 2.1.2 a starter pack with a minimum credit of £50 (fifty pounds) (Indexed) towards rental, mileage and other related costs

PROVIDED THAT in the interests of administrative efficiency the Parties agree that the monies required to provide the free car club membership referred to in this paragraph can be paid directly to the car club provider.

3. **HIGHWAY IMPROVEMENTS AND MITIGATION**

- 3.1 It is acknowledged and agreed by the Parties that:
- 3.1.1 the Additional Highway Works shall not be required to be provided pursuant to this Agreement in the event that a planning permission for the comprehensive redevelopment of Phase 3 Legacy Wharf has been lawfully implemented within 12 months of grant of the Planning Permission; and
- 3.1.2 the Highways Agreement required pursuant to paragraph 3.3 shall include terms that reflect paragraph 3.1.1.
- 3.2 Prior to the Commencement of the Development, the Developer shall submit the Wider Access Strategy and the Highway Works Specification to the LPA and the Highway Authority, and shall not Commence Development unless and until such Wider Access Strategy and Highway Works Specification has been approved in writing by the LPA in consultation with the Highway Authority.
- 3.3 Prior to the Commencement of the Development, the Developer shall enter into a Highways Agreement(s) for the Highway Works agreed in accordance with paragraph 3.1 above on terms that are satisfactory to the LPA and the Highway Authority acting reasonably (including terms that reflect paragraph 3.1.1) and shall not Commence Development unless and until the Highways Agreement(s) has been entered into in accordance with this paragraph.
- 3.4 No part of the Development shall be First Occupied until the Highway Works have been delivered unless a later date for the completion of the Highway Works is agreed in the Highway Agreement and has been agreed with the LPA in writing.

3.5 Prior to Commencement of the Development the Developer shall pay the Highways Contribution to the LPA and the Developer covenants not to Commence Development until the Highways Contribution has been paid to the LPA.

3.6 Prior to Commencement of Development the Developer shall pay the Marshgate Lane Bridge Contribution to the LPA and the Developer covenants not to Commence Development until the Marshgate Lane Bridge Contribution has been paid to the LPA.

4. **CAR FREE DEVELOPMENT**

4.1 The Developer covenants with the LPA that:-

4.1.1 it shall include in each transfer of a Residential Unit and in each lease for a Non Residential Unit, a covenant on the transferee or tenant (as relevant) that they shall not apply for or obtain an on-street parking permit to park a vehicle on public highways in the vicinity of the Development at any time during the life of the Development by virtue of their Occupation of the Development unless otherwise agreed by the LPA or unless such owner or occupier is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970;

4.1.2 each Residential Unit or Non Residential Unit shall not be Occupied unless the covenant set out in paragraph 4.1.1 above is contained in the transfer or lease for that unit;

4.1.3 it shall not dispose of to any person or Occupy or allow any person and/or company to Occupy any Non Residential Unit unless a notice has been served on such person and/or company that the covenant set out at paragraph 4.1.1 above is contained in the transfer or lease and, therefore, that such person shall not be entitled by virtue of their Occupation of the Development (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a permit to park a vehicle in any marked highway bay or other place on the public highway; and

4.1.4 prior to the Occupation of the Development to notify the Highway Authority in writing of the restriction on parking permits for the Development contained in this paragraph 4 and, thereafter, to notify the LPA in writing that such notification has been made.

5. **BLUE BADGE SPACES PROVISION**

5.1 The Developer shall:-

5.1.1 prior to First Occupation provide the On Site Blue Badge Car Parking Spaces; and

5.1.2 not permit First Occupation unless and until the On Site Blue Badge Car Parking Spaces have been provided

and the On Site Blue Badge Car Parking Spaces shall thereafter be maintained for the lifetime of the Development.

6. **CONSTRUCTION TRANSPORT MANAGEMENT GROUP**

6.1 With effect from the date of this Agreement the Developer shall:

6.1.1 notify the Construction Transport Management Group of the Anticipated Commencement Date, giving as much notice as reasonably practicable;

- 6.1.2 if invited to attend meetings of the Construction Transport Management Group, send one or more representatives to such meetings; and
 - 6.1.3 provide such information to the Construction Transport Management Group as it may reasonably require in order to effectively manage and coordinate the cumulative construction impacts of the Development and other developments.
- 6.2 The obligation in paragraph 6.1 shall cease to apply on the Completion of the Development.
7. **LEGIBLE LONDON CONTRIBUTION**
- 7.1 The Developer shall pay the Legible London Contribution to the LPA prior to First Occupation.
- 7.2 No part of the Development shall be Occupied until the Developer has paid the Legible London Contribution to the LPA.
8. **CYCLE HIRE DOCKING STATION CONTRIBUTION**
- 8.1 The Developer covenants to pay the Cycle Hire Docking Station Contribution to the LPA prior to the Commencement of Development.
- 8.2 No Development shall Commence until the Cycle Hire Docking Station Contribution has been paid to the LPA.

SCHEDULE 4

TRAVEL PLAN

1. DEFINITIONS

"Modal Split Targets"	means the modal split targets identified in the approved Travel Plan
"Monitoring Period"	means 6 (six) months after First Occupation until 5 (five) years after First Occupation of the final Building to be Completed
"Sustainable Transport Measures"	means measures to promote sustainable transport and encourage behavioural change (which may include the provision of physical infrastructure in order to encourage greater travel by walking and cycling) PROVIDED THAT such measures are in accordance with the requirements of regulation 122(2) of the Community Infrastructure Levy Regulations 2010
"Travel Plan"	means the travel plan to be submitted to the LPA for approval pursuant to paragraph 2 of this Schedule including any amendments to it agreed in writing by the LPA from time to time
"Travel Plan Monitoring"	means monitoring of the approved Travel Plan by carrying out the following monitoring of travel to and from the Development which shall as a minimum include the following:- (a) carrying out representative surveys of the modal split of visitors to the Development (including staff) together with details of where those who have travelled by vehicle (for all or part of their journey) have parked (b) monitoring of the usage of the car parking and electric car charging points which are available for use in the Development and (c) monitoring of the usage of cycle parking facilities by visitors to, and employees of, the Development
"Travel Plan Monitoring Fee"	means the sum of £10,000 (ten thousand pounds) (Indexed) to be paid to the LPA and applied towards reviewing the submitted Travel Plan and monitoring the implementation of and compliance with the approved Travel Plan
"Travel Plan Monitoring Officer"	means a person appointed by the Developer to monitor and promote the success in meeting the targets set out in the Travel Plan
"Travel Plan Monitoring Report"	means a report setting out the data and information gathered during the Travel Plan Monitoring undertaken

during the Travel Plan Review Period and such report shall include:-

- (a) details of trip generation rates
- (b) details of mode share and change in mode share over time
- (c) details of how effectively the Travel Plan has operated within the previous period
- (d) any data and information necessary for the purposes of determining whether or not the Modal Split Targets have been achieved and
- (e) (where the objectives and/or targets specified in the Travel Plan have not been met or appear unlikely to be met) a proposed revision to the Travel Plan for approval by the LPA setting out additional and/or enhanced measures to bridge any shortfall in achieving the objectives and targets of the Travel Plan together with a timetable for implementing such measures

"Travel Plan Review Period" means initially the period of 6 (six) months commencing on First Occupation of a Residential Unit and thereafter annually on a rolling basis during the Monitoring Period

2. TRAVEL PLAN

2.1 Prior to the First Occupation of the Development the Developer shall:-

- 2.1.1 submit and obtain the LPA's approval to a Travel Plan;
- 2.1.2 pay the Travel Plan Monitoring Fee to the LPA; and
- 2.1.3 appoint a Travel Plan Monitoring Officer and notify the LPA of the name and contact details of such officer.

2.2 No part of the Development shall be Occupied until the Developer has complied with its obligations in paragraph 2.1.

2.3 The Travel Plan shall contain separate measures, commitments, targets and plans for the residential and commercial uses authorised by the Planning Permission.

2.4 The Travel Plan to be submitted pursuant to paragraph 2.1 above shall (unless otherwise agreed in writing with the LPA):-

- 2.4.1 comply with TfL's online guidance on travel plans published in November 2013 and found at <http://www.tfl.gov.uk/info-for/urban-planning-and-construction/travel-plans/the-travel-plan> or such replacement best practice guidance as shall apply at the date of submission of the Travel Plan;
- 2.4.2 contain clear commitments to measures, including investigation of potential additional measures;
- 2.4.3 set out a clear process for review, consultation and approval of changes (and specifically targets) with the LPA;

2.4.4 contain measures aimed at:-

- (a) positively influencing the travel behaviour of residents, employees and other users of the Development by promoting alternative travel modes to the car including initiatives to reduce reliance on the car and over time reduce car parking On Site;
- (b) encouraging travel by cycle, on foot and by public transport by highlighting their accessibility and availability and reviewing cycle parking space demand and use and for providing additional cycle parking spaces should further demand arise; and
- (c) setting out how monitoring travel surveys will be undertaken during the Monitoring Period which cover all employees of the Development;

2.4.5 include a parking review plan which sets out a strategy for periodic review of the parking spaces;

2.4.6 include a car parking management plan which sets out:-

- (a) principles for allocating car parking spaces for residents or staff and enforcement of allocated spaces;
- (b) principles for the prevention of unauthorised parking Off Site which could affect performance of the local highway network.

2.5 The Developer shall implement the approved Travel Plan during the life of the Development and shall include provisions in any lease or licence of any Non Residential Unit requiring any Occupier of such unit to comply with the Travel Plan and any amendments thereto.

2.6 No part of the Development shall be Occupied other than in accordance with the approved Travel Plan and any amendments thereto.

3. TRAVEL PLAN MONITORING

3.1 In order to monitor the effectiveness of the Travel Plan, the Developer shall during the Monitoring Period carry out the Travel Plan Monitoring.

3.2 During the Monitoring Period, the Developer shall prepare and submit to the LPA for approval a Travel Plan Monitoring Report by not later than 42 (forty two) days after the end of each Travel Plan Review Period.

3.3 If any Travel Plan Monitoring Report includes a revised Travel Plan for approval by the LPA the Developer shall implement the revised Travel Plan as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

4. MODAL SPLIT TARGETS

4.1 If any Travel Plan Monitoring Report ("**First Monitoring Report**") shows that any of the Modal Split Targets in the Travel Plan have not been achieved or appear unlikely to be achieved the Developer shall in the First Monitoring Report identify Sustainable Transport Measures that it can implement with the aim of seeking to achieve the Modal Split Targets in the Travel Plan which shall include a timetable for the implementation of such Sustainable Transport Measures.

4.2 The Developer shall implement the Sustainable Transport Measures that are set out in any First Monitoring Report in accordance with the timetable set out therein as approved by the LPA.

- 4.3 If the Travel Plan Monitoring Report for the year immediately following the First Monitoring Report shows that any of the relevant Modal Split Targets are not being achieved or appear unlikely to be achieved the Developer shall repeat the process set out in paragraphs 4.1 and 4.2 above for that year and each subsequent year within the Monitoring Period until the Modal Split Targets are achieved.

SCHEDULE 5

EMPLOYMENT AND TRAINING

1. DEFINITIONS

- "Affordable Workspace"** means not less than 204 (two hundred and four) sqm (GIA) of Workspace (which equates to 10% (ten percent) of the Workspace) to be made available at Affordable Workspace Rents
- "Affordable Workspace Plan"** means a plan showing the location of the Affordable Workspace within the Development
- "Affordable Workspace Rent"** means:
- (a) for a period of 5 (five) years from First Occupation of the Affordable Workspace, rent equivalent to not more than 50% (fifty per cent) of market rent (exclusive of rates, service charge and utilities); and
 - (b) thereafter for a period of 30 (thirty) years rent equivalent to not more than 75% (seventy five per cent) of market rent (exclusive of rates, service charge and utilities)
- "Base Specification"** means fitted out beyond Shell and Core to a specification standard that will allow for immediate Occupation including the following:
- (a) secure entrance(s), heating, lighting, kitchenette(s) and WC facilities;
 - (b) a fully enclosed space or spaces with perimeter walls and consented windows, doors and shop fronts installed;
 - (c) floors power floated with minimum of 5kN/m² loading capacity;
 - (d) floor areas finished to appropriate standard;
 - (e) all exposed soffits and structural columns to be fair-faced concrete or plastered;
 - (f) all internal walls finished in an appropriate state for occupation;
 - (g) exposed concrete walls, columns and soffits to have snots removed;
 - (h) all statutory services supplied to the accommodation, capped, tested and separately metered;
 - (i) all drainage installed and connected;

	(j)	conduits installed for suitable incoming data cabling and required wayleaves completed;
	(k)	compliant with all relevant accessibility regulations
"Growth Boroughs"		means together the London Borough of Barking and Dagenham, the London Borough of Greenwich the London Borough of Hackney, the London Borough of Newham, the London Borough of Tower Hamlets and the London Borough of Waltham Forest and their respective successors in function
"Legacy Communities Scheme Careers Programme Group"		means the group known as the Legacy Communities Scheme Careers Programme Group which is established and operated pursuant to the provisions of a section 106 agreement dated 28 September 2012 and made between (1) the Olympic Delivery Authority (2) the London Legacy Development Corporation and (3) TfL
"Local Labour and Business Schemes"		means the following schemes:-
	(a)	in the LPA's administrative area - the Legacy Communities Scheme Careers Programme Group and
	(b)	in the Growth Boroughs an established careers development programme run or supported by the Growth Boroughs or partner organisations
"London Living Wage"		means the minimum amount of pay per hour that all workers in London should receive, as published from time to time by the GLA
"Shell and Core"		means accommodation constructed to shell and core finish as that expression is understood in the commercial development industry
"Superstructure Works"		means the construction of any one or more of the following parts of any Building, after its construction to first floor slab:
	(c)	frame: load bearing framework
	(d)	upper floors: suspended floors, balconies, walkways and top landings
	(e)	roof: roof structure, roof coverings and roof drainage
	(f)	stairs and ramps: construction of ramps and stairs connecting floors at different levels
	(g)	external walls: construction of all the external enclosing walls
	(h)	windows, doors and openings in external walls.

"Workspace" means the 2,042 (two thousand and forty two) sqm (GIA) of floorspace within the Development to be used as commercial floorspace (Use Class E) as authorised by the Planning Permission

"Workspace Strategy" means a written strategy identifying:-

- (a) how the Workspace has been and will be designed, fitted out and marketed to meet the needs of small local companies and businesses
- (b) how the Workspace will be managed and maintained and how service charges will be calculated and applied to Workspace
- (c) how the inter-relationship between the Workspace and the Residential Units will be managed including the appointment of an estate manager for both commercial and residential occupiers
- (d) how access for servicing is provided to the Workspace

2. DELIVERY OF WORKSPACE

- 2.1 Prior to Substantial Implementation the Developer shall submit the Affordable Workspace Plan to the LPA for approval and no works comprised in the Development beyond the Superstructure Works shall be carried until the Affordable Workspace Plan has been approved in writing by the LPA.
- 2.2 The Developer shall construct and fit out the Affordable Workspace in accordance with the approved Affordable Workspace Plan and the Base Specification (save where it is evidenced to the LPA's reasonable satisfaction that an Occupier of Affordable Workspace has requested a different specification in which case the Affordable Workspace shall be fitted out in accordance with such alternative specification).
- 2.3 No Residential Units shall be Occupied until all of the Workspace has been completed to Shell and Core.
- 2.4 Not more than 50% (fifty per cent) of the Private Residential Units shall be Occupied until the Affordable Workspace has been completed and fitted out pursuant to paragraph 2.2.

3. WORKSPACE STRATEGY AND AFFORDABLE WORKSPACE RENT

- 3.1 Prior to Substantial Implementation, the Developer shall submit the Workspace Strategy to the LPA for approval and no works comprised in the Development beyond the Superstructure Works shall be carried until the Workspace Strategy has been approved in writing by the LPA.
- 3.2 The Developer shall not less than once a year from the date of the First Occupation of the first part of the Workspace until the date on which all Workspace is Occupied:-
 - 3.2.1 review the effectiveness of the Workspace Strategy; and
 - 3.2.2 submit to the LPA for approval a report detailing the effectiveness of the Workspace Strategy and any proposed amendments thereto.

3.3 The Developer shall implement the approved Workspace Strategy (as may be amended in accordance with paragraph 3.2 above) and shall use Reasonable Endeavours to enter into agreements for lease or to grant leases in respect of the Workspace.

3.4 The rent charged for the letting of Affordable Workspace shall not exceed the Affordable Workspace Rent.

4. LOCAL LABOUR AND LOCAL BUSINESS

4.1 The Developer shall:

4.1.1 use Reasonable Endeavours to;

4.1.2 procure that its contractors (in respect of construction vacancies and jobs) use reasonable endeavours to; and

4.1.3 use Reasonable Endeavours to include lease terms that require its tenant(s) and any sub-tenants (in respect of end-use vacancies and jobs in the Workspace) to use reasonable endeavours to

ensure compliance with the requirements identified in paragraphs 4.2 to the extent that the Developer is not prevented from doing so by any rule of law whether domestic or international.

4.2 The requirements to which paragraph 4.1 refers are:-

4.2.1 all job vacancies arising from the Development are advertised in Local Labour and Business Schemes and job centres in the Growth Boroughs;

4.2.2 Local Labour and Business Schemes are notified of all job vacancies arising from the Development;

4.2.3 the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty five per cent) of the construction jobs arising from the Development;

4.2.4 the recruitment of persons living in the Growth Boroughs accounts for a minimum of 25% (twenty five per cent) of the end-use jobs at the Development;

4.2.5 all employees employed at the Development in construction jobs are paid the London Living Wage;

4.2.6 the London Living Wage is promoted for all end-use jobs at the Development;

4.2.7 work-based learning opportunities are provided at the Development, including not less than 5 apprenticeship opportunities.

4.3 To the extent that it is reasonably practicable to do so and the Developer is not prevented from doing so by any rule of law whether domestic or international, the Developer shall:-

4.3.1 use Reasonable Endeavours to ensure that businesses located in the Growth Boroughs benefit directly from the commercial opportunities arising from the Development; and

4.3.2 provide local agencies with early information relating to availability of vacant Non Residential Units within the Development.

SCHEDULE 6

NOISE MITIGATION AND MANAGEMENT

1. DEFINITIONS

"Operational Noise Management Strategy"	means a strategy to be prepared by the Developer in respect of the Workspace setting out: <ul style="list-style-type: none">(a) the measures to control noise impacts relating to employee management, delivery, servicing, loading/unloading, vehicle reversing (i.e. no reversing alarms), entrance door management (i.e. doors to be closed during loading/unloading within specified hours)(b) a complaints procedure to handle complaints from residents of the Development and neighbouring properties and(c) a draft Residents Welcome Pack
"Operational Noise Monitoring Report"	means a report setting out: <ul style="list-style-type: none">(a) details of how effectively the Operational Noise Management Strategy has operated within the previous period(b) details of any complaints received from residents of the Development and neighbouring properties and if and how those complaints were resolved and(c) any proposed revisions to the Operational Noise Management Strategy to address complaints received or other issues identified in the report
"Operational Noise Monitoring Period"	means 6 (six) months after First Occupation of the Workspace (or part thereof) until the date 5 (five) years after First Occupation of the final unit of Workspace
"Operational Noise Review Period"	means: <ul style="list-style-type: none">(a) initially the period of 6 (six) months commencing on First Occupation of the Workspace (or part thereof) and(b) thereafter the period of 12 (twelve) months commencing on expiry of the period referred to in (a) and each subsequent 12 (twelve) month period until the date 5 (five) years after First Occupation of the final unit of Workspace
"Residents' Liaison Strategy Group"	means a group to be established by the Developer which residents of the Development as well as residents from

neighbouring developments will be invited to join with the purpose of:

- (a) monitoring complaints associated with noise impacts from the operation of the Workspace and
- (b) consulting such residents with regard to the effectiveness of the Operational Noise Management Strategy

"Residents' Welcome Pack"

means a welcome pack to be prepared by the Developer informing all residents of the Development of:

- (a) the mixed use nature of the Development including the fact that commercial uses within the Development may be operational 24 (twenty-four) hours a day and 7 (seven) days a week
- (b) information relating to the noise mitigation measures incorporated in the Development (including the Operational Noise Management Strategy) and relevant complaint procedures
- (c) information about how to join the Residents' Liaison Strategy Group

2. OPERATIONAL NOISE MANAGEMENT STRATEGY

- 2.1 Prior to Substantial Implementation the Developer shall submit an Operational Noise Management Strategy to the LPA for approval and no works comprised in the Development beyond the Superstructure Works shall be carried until the Operational Noise Management Strategy has been approved in writing by the LPA.
- 2.2 The approved Operational Noise Management Strategy shall be implemented from First Occupation of the Workspace and thereafter the Development shall be Occupied in accordance with the approved Operational Noise Management Strategy (as may be amended from time to time with the prior written approval of the LPA and pursuant to paragraph 2.3) during the lifetime of the Development.
- 2.3 In order to monitor the effectiveness of the Operational Noise Management Strategy, during the Operational Noise Monitoring Period the Developer shall prepare and submit to the LPA for approval an Operational Noise Monitoring Report after the end of each Operational Noise Review Period.
- 2.4 If any Operational Noise Monitoring Report includes a revised Operational Noise Management Strategy for approval by the LPA the Developer shall implement the revised Operational Noise Management Strategy as approved so that it is in place and operational as soon as reasonably practicable after the LPA's approval of the same.

3. RESIDENTS' WELCOME PACK

- 3.1 Prior to First Occupation of each Residential Unit the Developer shall provide a Residents' Welcome Pack to the first occupier of that Residential Unit.
- 3.2 The Developer shall not First Occupy or permit First Occupation of each Residential Unit unless and until it has provided a Residents' Welcome Pack to the first occupier of that Residential Unit.

4. **RESIDENTS' LIAISON STRATEGY GROUP**

- 4.1 Prior to First Occupation of the Workspace the Developer shall establish a Residents' Liaison Strategy Group.
- 4.2 The Developer shall not First Occupy or permit First Occupation of the Workspace unless and until it has established a Residents' Liaison Strategy Group.
- 4.3 The Developer shall use Reasonable Endeavours to ensure the continuance of the Residents' Liaison Strategy Group for a minimum period of 10 (ten) years from Occupation of the first Residential Unit.

SCHEDULE 7

SUSTAINABILITY

1. DEFINITIONS

"Additional Carbon Offset Contribution"	means a financial contribution to be applied by the LPA in accordance with Part 5 of the Carbon Offset SPD (August 2016) and calculated in accordance with such SPD as follows: (Carbon gap (tonnes of Co2) x price of carbon (£60 Indexed) x 30 years) – Carbon Offset Contribution
"Carbon Offset Contribution"	means the sum of £100,405.00 (one hundred thousand four hundred and five pounds) (Indexed) calculated in accordance with the LPA's adopted Carbon Offset SPD (August 2016) to be applied by the LPA in accordance with Part 5 of the SPD towards achieving GLA's zero carbon target
"Connection Contract"	means a legally binding contract between the Developer and the operator of the District Energy Network to connect the Development to the District Energy Network on a specified Connection Date
"Connection Date"	means a fixed date by which the Development shall be connected to the District Energy Network
"Defects Liability Period"	means such period of time following Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building
"District Energy Network"	means the Olympic Park district energy network
"Energy Monitoring Portal"	means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk , or any other such method of submission that may replace this
"Extension"	means the District Energy Network will be extended including any necessary funding and consents having been secured and "Extend" shall be construed accordingly
"Local Solution"	means a local heat network operating as part of a decentralised energy system supplying market competitive low to zero carbon energy located within the Development or adjacent nearby developments
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
"Reportable Unit (Energy Centre)"	means either a connection to third party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or Building)

"Reportable Unit (Non-Residential)"	means a Building with a single occupier/tenant (including block of flats' communal areas) or a Building with multiple tenants
"Reportable Unit (Residential)"	means an individual block or Building of five or more flats or a group of five or more houses
"Technical Guidance"	means the East London Energy Technical Specification for Residential Developments including: Plant Room Provision and Secondary Network Design, Materials and Workmanship and Heat Interface Units and Revenue Metering Systems

2. DISTRICT ENERGY NETWORK

2.1 The Developer shall from the date of this Agreement:

2.1.1 use Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site (including the requirement to secure all Requisite Consents and to design in passive provision for future connection) in accordance with the Technical Guidance prior to above ground works; and

2.1.2 not commence above ground works until a written report has been provided to the LPA outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.1.1 above and the progress made towards securing the Extension.

2.2 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site the Developer must connect the Development to the District Energy Network prior to First Occupation and the Developer shall not First Occupy the Development until the Development is so connected.

2.3 If the report submitted pursuant to paragraph 2.1.2 concludes that it will be possible using Reasonable Endeavours to Extend or procure the Extension of the District Energy Network to the Site but that this will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) until after First Occupation the Developer must use Reasonable Endeavours to enter into a Connection Contract prior to First Occupation and, where such a contract is entered into, no part of the Development shall be First Occupied until:

2.3.1 details of temporary energy provision have been agreed in writing with the LPA; and

2.3.2 the agreed temporary energy provision is implemented;

and thereafter the agreed temporary energy provision shall be implemented until the date on which the Development is connected to the District Energy Network.

2.4 If either the report submitted pursuant to paragraph 2.1.2 concludes that it will not be possible using Reasonable Endeavours (including but not limited to technical and/or financial factors) to connect the Development to the District Energy Network or the Developer is unable using Reasonable Endeavours to enter into a Connection Contract in respect of the Development prior to First Occupation of the Development, then the Developer shall:

2.4.1 use Reasonable Endeavours to connect the Development to an existing or additional Local Solution; and

2.4.2 submit a further written report to the LPA prior to First Occupation outlining the steps the Developer has taken to satisfy the obligation in paragraph 2.4.1 above, the

progress made towards securing a connection to a Local Solution and the carbon emission reductions associated with such connection (if any).

- 2.5 In the event that the Development is not connected to the District Energy Network at the date of First Occupation the Developer shall:
- 2.5.1 ensure the Development is designed, constructed and maintained so as to accommodate a connection to the District Energy Network in the future;
 - 2.5.2 thereafter use Reasonable Endeavours to connect the Development to the District Energy Network if it becomes feasible to do so (taking into account but not limited to technical and/or financial factors); and
 - 2.5.3 submit a written report to the LPA prior to First Occupation and on every anniversary of First Occupation for a period of 5 years outlining the steps the Developer has taken to satisfy the obligations in 2.5.1 and 2.5.2 above.
- 2.6 No part of the Development shall be Occupied until it is connected to the District Energy Network or until both of the following apply:
- 2.6.1 the first written report submitted pursuant to paragraph 2.5.3 demonstrates to the LPA's satisfaction that the Development has been designed and constructed so as to accommodate a connection to the District Energy Network in the future; and
 - 2.6.2 either the temporary energy provision approved by the LPA pursuant to paragraph 2.3 has been implemented or the Development is connected to an existing or additional Local Solution pursuant to paragraph 2.4.

3. CARBON OFFSETTING

- 3.1 The Developer shall pay the Carbon Offset Contribution to the LPA prior to Commencement of the Development and the Developer shall not Commence the Development until such payment has been made.
- 3.2 In the event that the Development is not connected to the District Energy Network in accordance with this Schedule the Developer shall pay the Additional Carbon Offset Contribution attributable to the Development (if any) to the LPA prior to First Occupation of the Development and the Development shall not be Occupied unless and until the Additional Carbon Offset Contribution has been paid.

4. BE SEEN ENERGY MONITORING

- 4.1 Prior to Commencement of Development the Developer shall submit to the GLA (by means of the GLA's Energy Monitoring Portal and in accordance with the 'Be seen' energy monitoring guidance) accurate and verified estimates of the 'Be seen' energy performance indicators (as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document or any document that may replace it) for the Development and no Development shall Commence unless and until such details have been submitted.
- 4.2 Prior to First Occupation of a Building:
- 4.2.1 the Developer shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the relevant Building as per the methodology outlined in the 'As built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it) and all data and supporting evidence shall be uploaded to the GLA's Energy Monitoring Portal; and

- 4.2.2 the Developer shall confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) in respect of the relevant Building.
- 4.3 No Building shall be Occupied unless and until the provisions of paragraph 4.2 have been complied with in respect of the relevant Building.
- 4.4 The Developer covenants as follows:
- 4.4.1 Upon the date (i) falling 12 (twelve) months from First Occupation of a Building or (ii) following the end of the Defects Liability Period for such Building (whichever is the later) and on each of the following 4 (four) anniversaries of such date to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it);
- 4.4.2 All data and supporting evidence submitted pursuant to paragraph 4.4.1 above shall be uploaded to the GLA's Energy Monitoring Portal;
- 4.4.3 The obligation in paragraph 4.4.1 above will be satisfied after the Developer has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for a period of at least 5 (five) years;
- 4.4.4 In the event that the 'In-use stage' evidence submitted under paragraph 4.4.1 above shows that the 'As-built stage' performance estimates derived from paragraph 4.2 have not been or are not being met, the Developer shall:
- (a) investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal; and
 - (b) submit an action plan comprising measures identified in paragraph 4.4.4(a) to the GLA for its approval identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation and the approved action plan and measures shall be implemented by the Developer as soon as reasonably practicable thereafter.
- 4.4.5 The Development shall be Occupied in accordance with this paragraph 4.4.

SCHEDULE 8

ESTATE MANAGEMENT

1. DEFINITIONS

"Common Areas"	means:- (a) all shared surfaces, landscaped areas, car parks and pedestrian and/or cycle routes within the Development which are not intended to be adopted by the local highways authority pursuant to its powers under the Highways Act 1980; and (b) all areas within the Development which are used in common by Occupiers and users of the Development
"Estate Management Strategy"	means the site wide estate management strategy submitted and approved pursuant to paragraphs 2.1 and 2.2 of this Schedule as may be amended from time to time with the prior written approval of the LPA
"Publicly Accessible Open Space" or "PAOS"	has the meaning ascribed to it in Schedule 9
"SUDS Infrastructure"	means any sustainable urban drainage system comprised within the Development

2. ESTATE MANAGEMENT STRATEGY

- 2.1 The Development shall not be Occupied until an Estate Management Strategy has been submitted to the LPA for approval. The Estate Management Strategy shall set out detailed proposals for the following:-
- 2.1.1 the management and maintenance (including repair, renewal, cleaning and keeping tidy) of:-
- (a) the Common Areas;
 - (b) the PAOS; and
 - (c) any SUDS Infrastructure (unless and until such infrastructure is adopted by the relevant authority)
- including in respect of (a) and (b) above all associated street furniture, lighting, security equipment and drainage; and
- 2.1.2 liaison, consultation and co-ordination with other strategies, frameworks, plans and statements required by this Agreement and the Planning Permission.
- 2.2 No part of the Development shall be Occupied before the Estate Management Strategy has been approved by the LPA.
- 2.3 The approved Estate Management Strategy shall be implemented from First Occupation and thereafter for the lifetime of the Development.

SCHEDULE 9

PUBLIC OPEN SPACE AND PLAY AREAS

1. DEFINITIONS

"Delivery Plan" means a detailed plan for the delivery and layout of the PAOS and the Play Areas which shall contain at least the following information:-

- (a) the specification of the PAOS
- (b) the specification of the Play Areas including how they shall meet the requirements of the Mayoral Supplementary Planning Guidance, "Shaping Neighbourhoods: Play and Informal Recreation" published in September 2012 (or equivalent replacement guidance published by the Mayor of London or any successor body to the Mayor of London which applies on the date that the Delivery Plan is approved by the LPA) and
- (c) the timing of the construction of the Residential Units and the delivery of the PAOS and the Play Areas

as may be amended from time to time with the prior written approval of the LPA

"Permitted Closures" means temporary closure of any area of PAOS (or part thereof) in the following circumstances:-

- (a) temporary closure in the case of emergency where such closure is necessary in the interests of public safety or otherwise for reasons of public safety
- (b) temporary closure where such temporary closure is required for the purposes of carrying out maintenance, repair, cleansing, renewal or resurfacing works of the area of the PAOS in question, any cables, wires, pipes, sewers, drains or ducts over, along or beneath them or any other area or services in the vicinity of the PAOS
- (c) where such temporary closure is required for the purposes of carrying out, inspecting, maintaining, repairing, renewing, rebuilding, demolishing or developing any buildings now or hereafter on the Site or any part thereof (including the erection of scaffolding)
- (d) closure for a maximum of 1 (one) day per year to assert rights of proprietorship preventing public rights from coming into being by means of prescription or other process of law and
- (e) any other closure not covered by the above in relation to which the LPA's prior written approval has been obtained

PROVIDED THAT save in the case of an emergency or as otherwise agreed with the LPA and the Developer will be required to provide notice to the public of any Permitted Closure of not less than 3 (three) days prior to the date such Permitted Closure is to commence

"Play Areas" means the areas shown shaded blue and pink on Plan 4

"Publicly Accessible Open Space" or "PAOS" means areas of the public realm and pedestrian routes within the Development in accordance with the Planning Permission as shown shaded green on Plan 5 which shall be maintained and shall be freely accessible to the general public at all times subject to paragraph 3.1 of this Schedule

2. DELIVERY OF PUBLICLY ACCESSIBLE OPEN SPACE AND PLAY AREAS

- 2.1 Prior to Commencement of the Development the Developer shall submit and obtain the LPA's approval to the Delivery Plan and no Development shall Commence until the Delivery Plan has been approved in writing by the LPA.
- 2.2 The Developer agrees that the Development shall be carried out and Occupied in accordance with the approved Delivery Plan.

3. PUBLIC ACCESS TO PUBLICLY ACCESSIBLE OPEN SPACE

- 3.1 From the date of Completion of the Publicly Accessible Open Space (and each part thereof) the Developer shall permit the general public to have continuous access on foot and (in respect of those routes where bicycles are permitted) by bicycle to and over the Publicly Accessible Open Space at all times free of charge **SUBJECT TO:-**

3.1.1 Permitted Closures;

3.1.2 any lawful requirements of the police or any other competent authority.

- 3.2 Subject to paragraph 3.1 above, the Developer shall not without the LPA's prior written approval erect any wall or barrier or any other object or structure or take any other steps which would prevent or restrict, or would have the effect of preventing or restricting, pedestrian access over the Completed Publicly Accessible Open Space except in accordance with the Planning Permission and the Delivery Plan.

4. MANAGEMENT AND MAINTENANCE OF THE PAOS AND PLAY AREAS

- 4.1 The Developer shall manage and maintain the Publicly Accessible Open Space and the Play Areas for the life of the Development in accordance with the Estate Management Strategy approved pursuant to Schedule 8.

SCHEDULE 10

NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

1. DEFINITIONS

"National Considerate Constructors Scheme" means the national construction industry created scheme which promotes work practices on sites to minimise disturbance caused by noise, dust, additional traffic and pavements congestion and encourages firms to be sensitive to the environment in which they operate and places public health and safety as its top priority and gives prominence to the respect of people

2. NATIONAL CONSIDERATE CONSTRUCTORS SCHEME

2.1 The Developer covenants to:

- 2.1.1 comply with the National Considerate Constructors Scheme during the construction of the Development;
- 2.1.2 use Reasonable Endeavours to coordinate construction activities with any actual or planned concurrent construction activities on neighbouring sites; and
- 2.1.3 provide half yearly written reports during the construction of the Development to the LPA outlining its compliance with paragraphs 2.1.1 and 2.1.2 above.

SCHEDULE 11

DESIGN MONITORING

PART 1

OPERATIVE PROVISIONS

1. DEFINITIONS

"Approved Drawings"	means the drawings approved by the Planning Permission, s73 Permission or s96A Amendment together with the drawings and other design details to be approved pursuant to the Design Conditions
"Architect"	means Maccreeanor Lavington Architects
"Design Application"	means one of the following:- (a) an application to the LPA for the approval of details pursuant to one or more Design Conditions (b) an application to the LPA for a S96A Amendment which seeks amendments to the Approved Drawings (c) an application to the LPA for a S73 Permission which seeks amendments to the Approved Drawings
"Design Application Report"	means a report (incorporating an executive summary) by the Monitoring Team in relation to a Design Application to include the following:- (a) a report on the compliance of the Design Application with the Approved Drawings (b) commentary in respect of any deviations from the Approved Drawings with reference, where applicable, to Design Monitoring Reports showing the decision-making process and (c) conclusions stating clearly whether the Monitoring Team supports the approval of the Design Application, giving reasons
"Design Conditions"	means Conditions 12 (detailed drawings), 13 (samples), 14 (landscape design), 15 (landscape management) and 18 (play space) of the Planning Permission and "Design Condition" means any one of them
"Design Monitoring Completion Letter"	means a letter (incorporating an executive summary) from the Monitoring Team to include the following:- (a) a report on the compliance of the completed Development with the Approved Drawings and (b) conclusions stating clearly whether the Monitoring Team consider that the Development has been

constructed in accordance with the Approved Drawings, giving reasons

"Design Monitoring Contribution" means the sum of:-

- (a) £60,000.00 (sixty thousand pounds) (Indexed) where the Trigger Event falls within parts (a), (b), (c) or (d) of the definition of Trigger Event
- (b) £15,000.00 (fifteen thousand pounds) (Indexed) where the Trigger Event falls within part (e) of the definition of Trigger Event

to be paid in accordance with paragraph 3.1 of this Schedule to meet the LPA's reasonable costs incurred in monitoring the design quality of the Development as detailed drawings are prepared and/or construction works are carried out on the Site and to ensure that all such drawings and/or works are completed to a satisfactory quality and are consistent with the Approved Drawings and which may include the LPA's internal staff costs and/or the costs of third party consultants retained by the LPA (including the costs of the Monitoring Team)

"Design Monitoring Plan" means a written document identifying the following:-

- (a) the Original Design Principles
- (b) the Design Conditions (including target dates for submission and discharge)
- (c) the process for involvement of the Monitoring Team in the design and construction phases of the Development, to include workshops between the Monitoring Team and the Design Team
- (d) the detailed scope of Design Monitoring Reports and frequency and dates for their submission to the LPA (typically monthly at specified stages)
- (e) the physical material samples, mock-ups and benchmarks required to be submitted for review and approval by the Monitoring Team and the LPA
- (f) key dates and milestones for information release and package reviews
- (g) technical requirements in respect of the information to be submitted to the Monitoring Team for review
- (h) the construction phasing plan
- (i) elements requiring development and resolution
- (j) any risk elements (such as those matters requiring resolution with suppliers and/or sub-contractors) and

- (k) a summary of the actions required of the Developer and the Design Team to ensure the implementation of the plan

"Design Monitoring Report"

means a desktop report (incorporating an executive summary) by the Monitoring Team on progress against the Design Monitoring Plan during the period covered by the report which shall include as a minimum the following information (to the extent applicable):-

- (a) report on workshops held with overview of conclusions
- (b) comments and recommendations on the following matters submitted to the Monitoring Team and/or the LPA for review: physical materials, samples, details, design information, sub-contractor/supplier information
- (c) comments and recommendations on Design Applications
- (d) any deviations from the Approved Drawings
- (e) progress of construction of the Development and conformity with Approved Drawings
- (f) status of previous comments and recommendations
- (g) actions and decisions required in the next period
- (h) conclusions and
- (i) any other matters identified in the detailed scope of such reports set out in the Design Monitoring Plan

"Design Team"

means the design team instructed by the Developer as set out in the relevant Design Team Statement

"Design Team Statement"

means a written statement by the Developer setting out the following information which shall be factually correct at the date the statement is given:-

- (a) the members of the design team retained by the Developer in connection with the Development and their contact details
- (b) the scope of appointment of each member of the design team and
- (c) if applicable, identifying any members of the Planning Team no longer retained and the Design Team member(s) taking over their role

"Development"

means for the purposes of this Schedule only, the development of the Site and all other operations and/or works authorised by the Planning Permission as may be

	amended and/or replaced by a S96A Amendment and/or a S73 Permission
"Initial Design Monitoring Workshop"	means the workshop to be held pursuant to paragraph 5.2 of this Schedule
"Landscape Architect"	means Camlins Landscape Architects
"Monitoring Team"	means a team to be appointed pursuant to paragraph 5.5 comprising:- <ul style="list-style-type: none"> (a) the Architect, Landscape Architect and any other consultant(s) from the Planning Team that the LPA considers is integral to monitoring the design quality of the Development and overseeing adherence to the Original Design Principles or (b) such architect(s), landscape architect(s) and other design consultant(s) the LPA considers are qualified to monitor the design quality of the Development and oversee adherence to the Original Design Principles
"Original Design Principles"	means the key design principles, elements, strategies, details and materials underpinning the Development as set out in Part 2 of this Schedule
"Planning Team"	means the Architect and the Landscape Architect
"RIBA Stage 3"	means RIBA Stage 3 Spatial Coordination as defined by the RIBA Plan of Work
"RIBA Stage 4"	means RIBA Stage 4 Technical Design as defined by the RIBA Plan of Work
"RIBA Stage 5"	means RIBA Stage 5 Manufacturing and Construction as defined by the RIBA Plan of Work
"S73 Permission"	means a permission granted pursuant to an application for a minor material amendment to the Planning Permission pursuant to section 73 of the 1990 Act
"S96A Amendment"	means a non-material amendment to the Planning Permission approved pursuant to section 96A of the 1990 Act
"Terminated"	means (in the context of the appointment of a member of the Planning Team) ended or suspended for any reason including due to termination, expiry, insolvency, winding up, retirement, illness or death and "Termination" shall be construed accordingly
"Trigger Event"	means the occurrence of one of the following events:- <ul style="list-style-type: none"> (a) a Design Team Statement submitted pursuant to paragraph 2.1 of this Schedule confirms one or more members of the Planning Team are no longer retained

- (b) a Design Team Statement submitted pursuant to paragraph 2.2.1 of this Schedule confirms RIBA Stage 3 is being commenced at a time when one or more members of the Planning Team are no longer retained
- (c) a Design Team Statement submitted pursuant to paragraph 2.2.2 of this Schedule confirms RIBA Stage 4 is being commenced at a time when one or more members of the Planning Team are no longer retained
- (d) a Design Team Statement submitted pursuant to paragraph 2.2.3 of this Schedule confirms the appointment of one or more members of the Planning Team is Terminated prior to the completion of RIBA Stage 4 in respect of the entire Development
- (e) a Design Team Statement submitted pursuant to paragraph 2.2.4 of this Schedule confirms one or more members of the Planning Team are no longer retained to oversee the delivery of Development in accordance with the Approved Drawings

2. DESIGN TEAM STATEMENT

- 2.1 No Design Application shall be submitted unless it is accompanied by a Design Team Statement specifying the Design Team involved in the preparation of that Design Application.
- 2.2 Without prejudice to paragraph 2.1 above the Developer shall submit a Design Team Statement to the LPA:-
 - 2.2.1 prior to commencement of the preparation of RIBA Stage 3 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.2 prior to commencement of the preparation of RIBA Stage 4 in connection with any Design Application if one or more members of the Planning Team has not been retained to prepare the design;
 - 2.2.3 save where RIBA Stage 4 has been completed in respect of the entire Development, within 10 (ten) Working Days of Termination of the appointment of one or more members of the Planning Team; and
 - 2.2.4 prior to commencement of the Development and thereafter not less than every 6 (six) months during the construction of the Development until its Completion (and for the avoidance of doubt a Design Team Statement submitted pursuant to paragraphs 2.2.1, 2.2.2 or 2.2.3 above may be a periodic statement required pursuant to this paragraph 2.2.4).

3. DESIGN MONITORING CONTRIBUTION

- 3.1 The Developer shall pay the relevant Design Monitoring Contribution to the LPA within 10 (ten) Working Days of a Trigger Event unless the Developer has notified the LPA in writing of the proposed alternative Design Team member(s) and the LPA has confirmed in writing (acting in its absolute discretion) that it accepts such alternative Design Team member(s) as a replacement Planning Team member(s).

3.2 It is hereby acknowledged and agreed that no more than one Design Monitoring Contribution shall be payable pursuant to this paragraph 3.

4. RESTRICTION ON DEVELOPMENT

4.1 No Development shall be Commenced until the Developer has either:-

4.1.1 provided evidence to the LPA's reasonable satisfaction that the Planning Team are retained to oversee the delivery of Development in accordance with the Approved Drawings; or

4.1.2 paid the relevant Design Monitoring Contribution to the LPA in accordance with paragraph 3 above.

4.2 No Development shall be carried out except in strict accordance with the Approved Drawings.

5. DESIGN MONITORING PROCESS

5.1 The Parties hereby agree that:-

5.1.1 this paragraph 5 shall apply (and shall only apply) following a Trigger Event;

5.1.2 the obligations on the LPA in this paragraph 5 are subject to the payment of the Design Monitoring Contribution to the LPA in respect of that Trigger Event.

5.2 Not more than 20 (twenty) Working Days following the Trigger Event, the Developer and the LPA shall hold an initial workshop to:-

5.2.1 discuss and agree how the Original Design Principles will be safeguarded;

5.2.2 discuss the appointment of the Monitoring Team;

5.2.3 discuss and agree proposed ways of working between the Monitoring Team and the Design Team; and

5.2.4 review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 below.

5.3 The following parties shall be invited to attend the Initial Design Monitoring Workshop:-

5.3.1 the Design Team;

5.3.2 the Planning Team;

5.3.3 (if already appointed and different to the Planning Team) the Monitoring Team.

5.4 The Developer shall prepare and submit a draft Design Monitoring Plan to the LPA not less than 10 (ten) Working Days in advance of the Initial Design Monitoring Workshop.

5.5 Not later than 10 (ten) Working Days following the Initial Design Monitoring Workshop the LPA shall appoint the Monitoring Team to act independently and impartially in undertaking the following role:-

5.5.1 to monitor the design of the Development;

5.5.2 to oversee compliance with the Original Design Principles;

5.5.3 to oversee compliance with the quality of the Approved Drawings;

5.5.4 to ensure technical issues do not give rise to conflicts with the Original Design Principles;

5.5.5 to work together with the Design Team in a collaborative manner, in order to achieve the best quality built outcomes that realise the original design aspiration and vision;

- 5.5.6 to review the draft Design Monitoring Plan prepared by the Developer pursuant to paragraph 5.4 above and prepare and submit the final Design Monitoring Plan to the LPA for agreement not more than 20 (twenty) Working Days following the Initial Design Monitoring Workshop;
- 5.5.7 to prepare and submit Design Monitoring Reports to the LPA periodically (in the frequency set out in the final Design Monitoring Plan);
- 5.5.8 to prepare and submit a Design Application Report to the LPA in respect of each Design Application;
- 5.5.9 to prepare and submit a Design Monitoring Completion Letter to the LPA upon completion of the Development;
- 5.5.10 to carry out any other roles and responsibilities on the part of the Monitoring Team as set out in the final Design Monitoring Plan;
- 5.5.11 to carry out reviews of samples, mock-ups and benchmarks areas of those external envelope and landscaped areas identified in the final Design Monitoring Plan and to re-inspect the areas as necessary once comments have been incorporated (with the intention such areas will then be used as a quality reference benchmark with which to measure the remainder of the Development);
- 5.5.12 to undertake site visits to review each Building during construction and monitor against design intent and Approved Drawings and sample, mock-up and benchmark areas; and
- 5.5.13 to undertake site inspections prior to the LPA determining applications to discharge Design Conditions

and the appointment of the Monitoring Team will incorporate the table set out in Part 3 of this Schedule.

5.6 The Developer shall:

- 5.6.1 comply with the requirements of the Developer identified in final Design Monitoring Plan; and
- 5.6.2 procure the compliance of the Design Team with the requirements of the Design Team identified in the Design Monitoring Plan

including but not limited to attendance at workshops with the Monitoring Team, submission of information to the Monitoring Team for review and facilitating site visits and inspections.

PART 2

ORIGINAL DESIGN PRINCIPLES

Area	Principles, strategies, details & materials to be safeguarded
Building	Detailed drawings including drawings of:- <ul style="list-style-type: none"> • Principal features on the facades eg bay studies • Details of each envelope/roof type • Detailed brick elements including mortar joint profile • Details of glazing and curtain walling systems including any manifestation

	<ul style="list-style-type: none"> • Key junctions/bonds between materials/finishes • Ground floor frontages including entrances, glazing and signage zones, infill panels on plant rooms/bike stores etc, shopfronts or commercial/workspace frontages • Parapets, roof edges, rooftop plant screening, lift over runs etc • Elevational location of all joints eg structural, movement, panels • Elevational location of all openings in envelope eg ventilation grilles, bird/bat boxes • Elevational location of all items which are fixed to the façade eg fins/louvres, rainwater pipes, lighting, CCTV, alarms including any provision for cable runs boxes • Head, jamb and sill details, including profiles, for typical openings and all ground floor entrances and doors to balconies/terraces • Details of key architectural metalwork/screens/gates • Details of balconies and terraces including floor finishes • Balustrade details • Details of soffits and canopies • Details of external stairs • Junctions with neighbouring buildings • External signage details including elevations and sections. <p>Details of materials and products, including finishes, of:-</p> <ul style="list-style-type: none"> • Façade and roof cladding materials • Brick and mortar type including mortar joint profile • Window/door types (including finishes, glass types and any manifestation) • Curtain wall (including finishes, glass types and any manifestation) • Facing metalwork (eg balustrades, service doors, screens, gates) • All items which are fixed/integrated to the façade (eg fins/louvres, vent grilles, rainwater pipes, signage, bird/bat boxes) • Soffit and canopy materials • Balcony and terrace floor finishes • Samples of the above materials should be provided.
Landscape	<p>Detailed drawings including drawings of:-</p> <ul style="list-style-type: none"> • Hard + soft landscaping details/paving

	<ul style="list-style-type: none"> • Tree planting • Retaining structures • Ecology features • Interface/conflict with highways • Details of green/brown roof system. <p>Details of materials and products, including finishes, of:-</p> <ul style="list-style-type: none"> • Hard + soft landscaping details/paving • Any other materials not listed but bespoke to building requirements.
Sustainability/ M&E (Building Services Engineer)	<ul style="list-style-type: none"> • Sustainability strategy (thermal performance, airtightness, renewables, zero carbon, material use) • Heated/ unheated space & airtightness strategy • Overheating prevention strategy • MEP principles and strategies • RCP plans where these affects external appearance such as walkways • Elements affecting façade such as vents or lighting.

PART 3

MONITORING TEAM - ACTIONS AND DELIVERABLES

Workstage	Action	Deliverables	Completion Date
<p>Pre RIBA Stage 3/4</p> <p>Significantly before any work developing the detail of the design beyond that which is already consented</p>	<p>Initial Design Monitoring Workshop:-</p> <p>Following submission of the Design Team Statement, a workshop meeting should take place between the Developer & LPA and should include discussion about:-</p> <ul style="list-style-type: none"> • Proposed Design Team members/organisations • Proposed Monitoring Team members/organisations • Proposed ways of working between the Monitoring Team and the Design Team. <p>Representatives of the Planning Team should be present for this meeting.</p> <p>A draft Design Monitoring Plan should be available for discussion setting out the principles of how design quality will be safeguarded. It is suggested that key members of the Design Team and the Monitoring Team are present for this discussion.</p>	<p>Draft Design Monitoring Plan (provided by the Developer), for discussion with the LPA</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>
<p>At RIBA Stage 3/4 Commencement</p> <p>Immediately prior to design commencing the relevant workstage depending on the nature of the application</p>	<p>Design Monitoring Plan:-</p> <p>Design Monitoring Plan to be produced by Monitoring Team & submitted to the LPA for sign off, identifying:-</p> <ul style="list-style-type: none"> • The Original Design Principles • Physical material samples, mock-ups & benchmarks for review & sign off by Monitoring Team/LPA (including relevant planning conditions) • Elements requiring development and resolution • Risk elements (such as those requiring resolution with suppliers/subcontractors) • Scope of Design Monitoring Reports • Plan of how Monitoring Team will be involved, including workshops 	<p>Design Monitoring Plan to be submitted to the LPA prior to start of RIBA Stage 3/4</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
	<p>between Monitoring Team and the Design Team, package reviews, key dates & milestones</p> <ul style="list-style-type: none"> • Identify relevant planning conditions, and target dates for discharge • Frequency and dates for submission of Design Monitoring Reports to LPA (typically monthly at specified stages) • Information release schedule and construction phase plan. 		
<p>RIBA Stage 3 – 5 During the above RIBA Work Stages</p>	<p>Design Monitoring Reports:-</p> <p>Workshops with Monitoring Team and the Design Team during RIBA Stage 3/4.</p> <p>Monitoring Team to provide periodic (typically monthly) desktop reports including progress monitoring, commentary and recommendations as follows:-</p> <ul style="list-style-type: none"> • Executive summary • Report on progress against the Design Monitoring Plan • Report on workshops held, with overview of conclusions • Report and provide comments and recommendations in regard to:- physical materials; samples; details; design information; sub-contractor/supplier information, as reviewed by Monitoring Team or submitted to the LPA in the period • Provide commentary and recommendations regarding submission of Design Applications by Design Team • Report on any deviations from the Approved Drawings • Report on progress on site, and conformity with design/approved planning documents (during stage 5) 	<p>Submit Design Monitoring Reports to LPA as supporting information to discharge of each relevant design condition</p>	<p>Submission: DDMMYY Approval: DDMMYY</p>

Workstage	Action	Deliverables	Completion Date
	<ul style="list-style-type: none"> • Commentary on S73 or 96A applications in the period if applicable • Status of previous comments and recommendations • Actions and decisions required in the next period • Conclusions. 		
RIBA Stage 3 – 5 During the above RIBA Work Stages	Design Application Report:- For each design related condition discharge a supporting report should be provided including:- <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • For any deviations from the Approved Drawings provide commentary and reference, where applicable, Design Monitoring Reports, showing the decision making process • Conclusion – clearly stating whether the Monitoring Team give their support to the discharge of the condition. 	Submit Design Application Report(s) to the LPA	Submission: DDMMYY Approval: DDMMYY
RIBA Stage 5 During the above RIBA Work Stage	Design Monitoring Sample Reviews & Site Visits:- Sample reviews: Carry out reviews of samples, mock-ups & benchmarks areas of external envelope and landscaped areas (identified in planning condition & Design Monitoring Plan). Re-inspect the areas as necessary once comments have been incorporated and are representative of the quality required by the Approved Drawings. The areas will then be used as a quality reference benchmark with which to measure the remainder of the works. Reviews to be combined with site visits, where possible.	Monitoring Team to attend site visits with the LPA as requested	Submission: DDMMYY Approval: DDMMYY
	Site Visits: Undertake site visits to review each building block during construction and monitor against design intent and approved planning drawings and sample, mock-up and benchmark areas. Site inspections prior to relevant condition sign off by the LPA of		

Workstage	Action	Deliverables	Completion Date
	building elements such as façade brickwork or landscaping.		
RIBA Stage 6 During the above RIBA Work Stage	Design Monitoring Completion Letter:- For each design related condition a supporting letter at completion should be provided including:- <ul style="list-style-type: none"> • Executive summary • Report on compliance with the Approved Drawings • Commentary on compliance with the information submitted for discharge of conditions • Conclusion – clearly stating whether the Monitoring Team consider that the Development has been constructed in accordance with the Approved Drawings. 	Submit Design Monitoring Completion Letter to the LPA	Submission: DDMMYY Approval: DDMMYY

IN WITNESS whereof the parties have executed this Agreement the day and year first above written

EXECUTED AS A DEED (but not delivered)
until dated) by affixing the Common Seal of)
LONDON LEGACY DEVELOPMENT)
CORPORATION in the presence of:)

A Higgins



#4686.

Executed as a Deed by **BELLWAY HOMES LIMITED** acting by its attorney
[NIGEL CLASBY/~~DUNCAN FISHER~~] *PURSUANT TO A POWER OF ATTORNEY DATED 21st MAY 2022*

Signed: _____
BELLWAY HOMES LIMITED by its attorney named above

In the presence of:

Witness Signature:

Name of Witness:

Address of Witness:

Occupation of Witness:

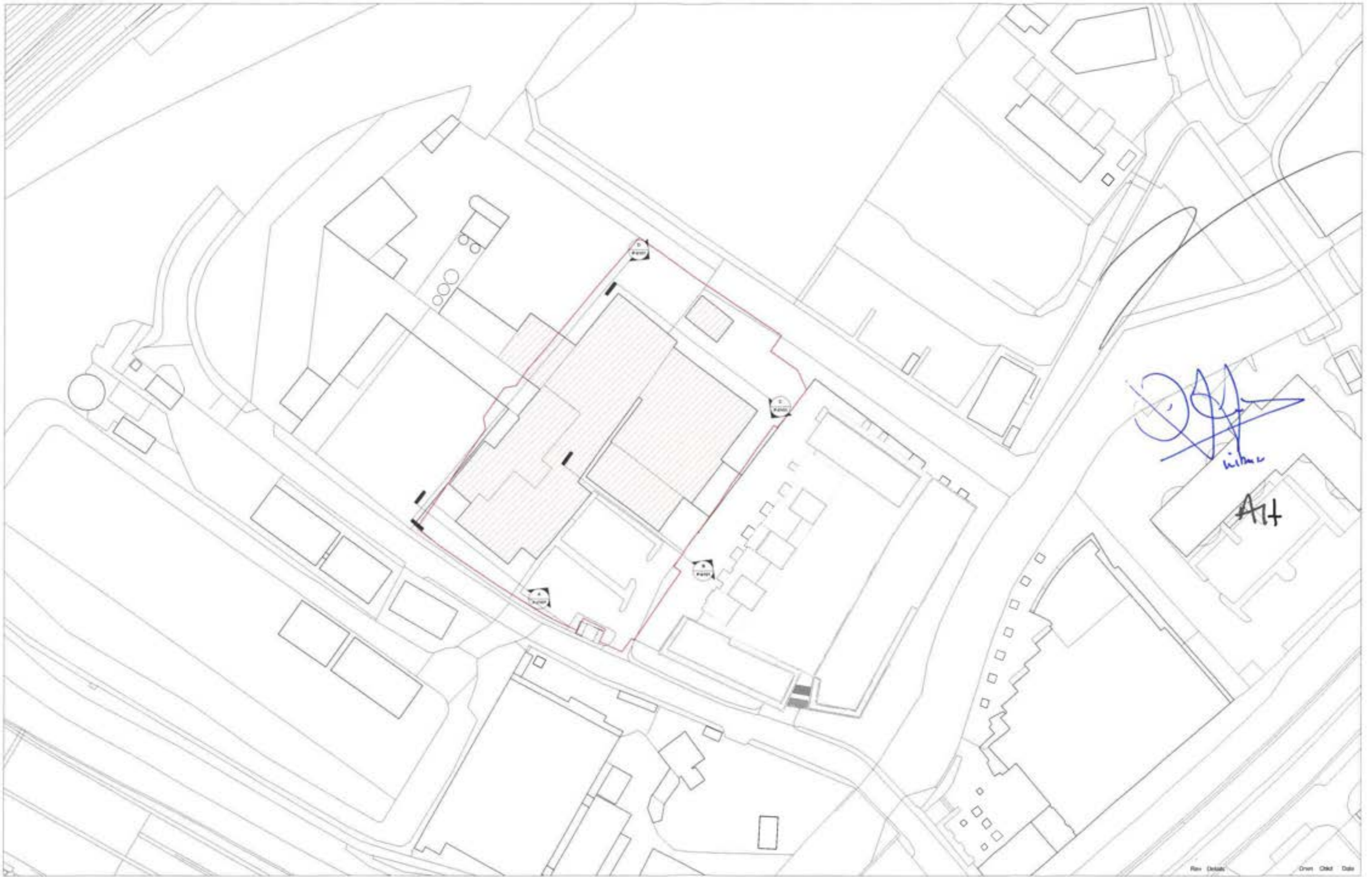
A handwritten signature in blue ink, appearing to be 'Duncan Fisher', written over a horizontal line.

Duncan Fisher
Group Legal Manager
Bellway Homes Limited
Woolsington House
Woolsington
Newcastle upon Tyne
NE13 8BF

APPENDIX 1
PLAN 1 – THE SITE



1.1.1.1



[Handwritten signature]
 A1+

Rev. Details: _____
 Drawn: _____
 Check: _____
 Date: _____

Do not scale from this drawing. Verify all dimensions on site.
 Drawing should be read in conjunction with information from all
 other design consultants and contractors. All drawings in digital
 format are for reference only, paper copies are available on
 request.
Planning
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Buildings to be demolished

NOTE: Any works outside the red line boundary will be the subject of a separate application

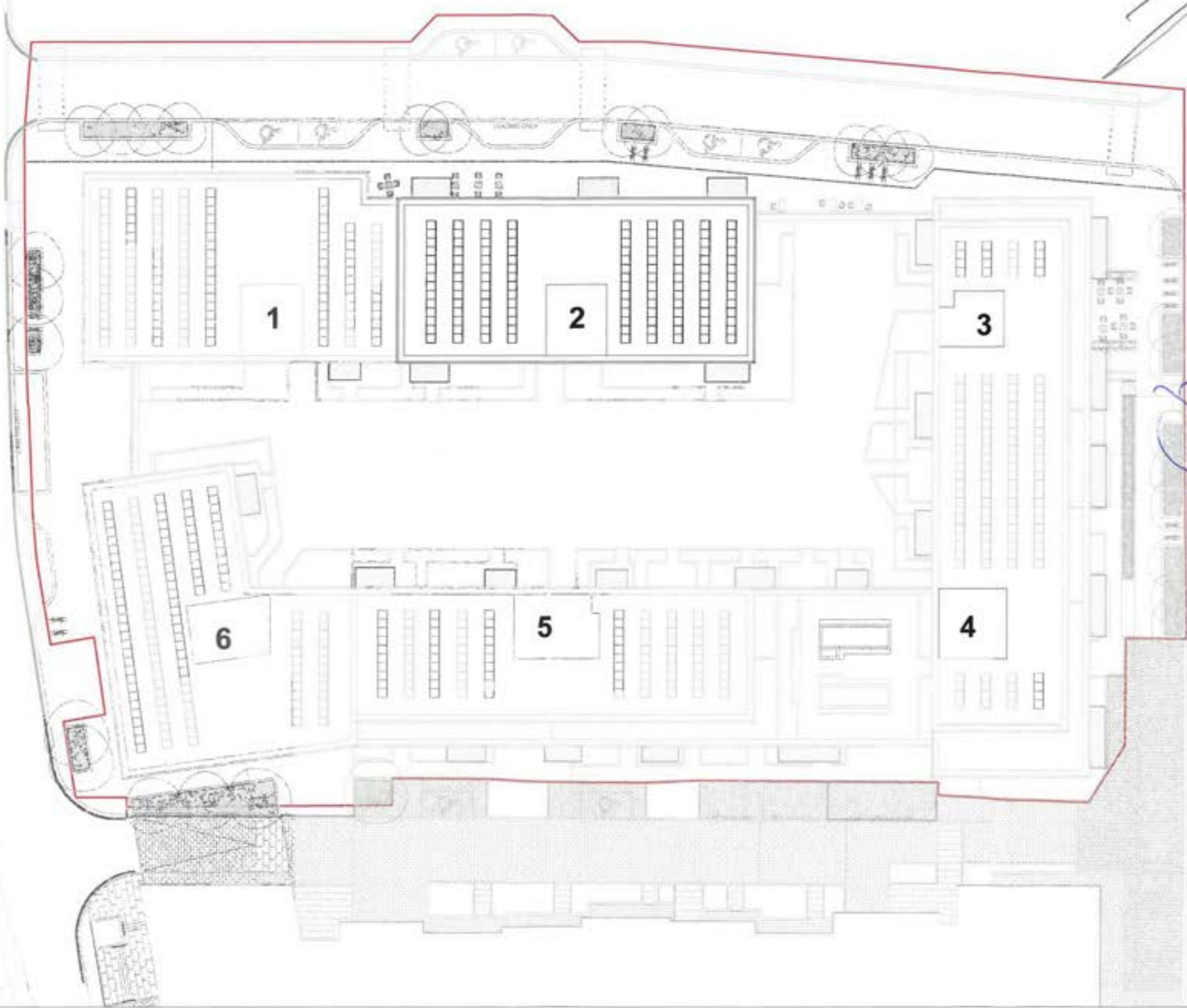


MaccreanorLovington
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 t +44 (0)20 7396 7353
 e uk@ml-architecture.com

Client:
Beifway Homes
 Project:
543 LEGACY WHARF PHASE 2

Title:
Existing Site Plan
 Scale:
1:500 @ A1
MLUK-543-A-P-0100

APPENDIX 2
PLAN 2 – BUILDINGS



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with
 AH

Rev Details
 Drawn: CML Date:

Do not scale from this drawing. Verify all dimensions on site.
 Drawing should be read in conjunction with information from all
 other design consultants and contractors. All drawings in digital
 format are for reference only, paper copies are available on
 request.
Planning
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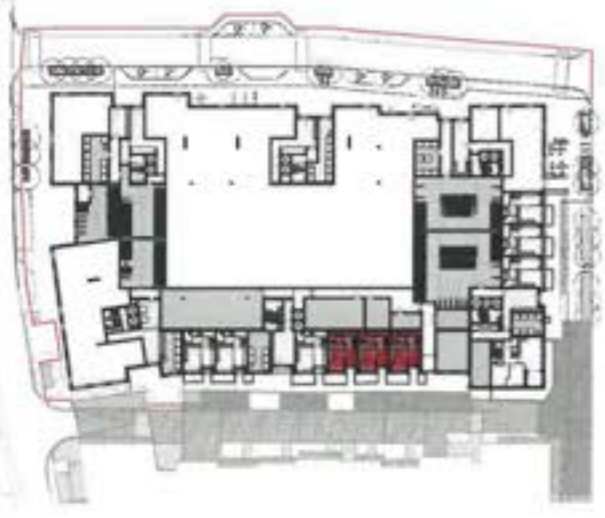
MaccreanorLevington
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 London, EC1V 3RS
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 E uk@ml-architects.com

Client
Bellway Homes
 Project
543 LEGACY WHARF PHASE 2

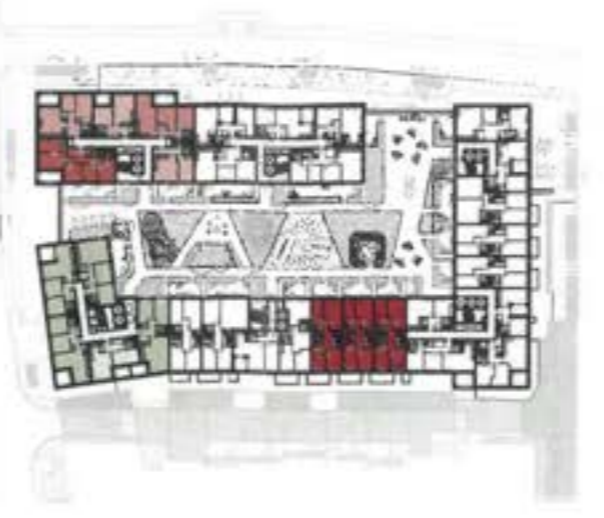
Title
Plan 2- Building Location
 Scale
 1 : 200 @ A1
MLUK-543-A-P-1301

APPENDIX 3

PLAN 3 – AFFORDABLE HOUSING PLANS



1 Level 00 (5.25) - Proposed GA Plan (0500)
1:500



2 Level 1 - Proposed GA Plan (0500)
1:500



3 Level 2 - Proposed GA Plan (0500)
1:500



4 Level 3 - Proposed GA Plan (0500)
1:500



5 Level 4 - Proposed GA Plan (0500)
1:500



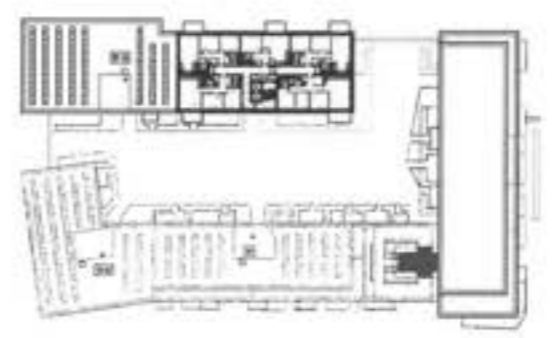
6 Level 5 - Proposed GA Plan (0500)
1:500



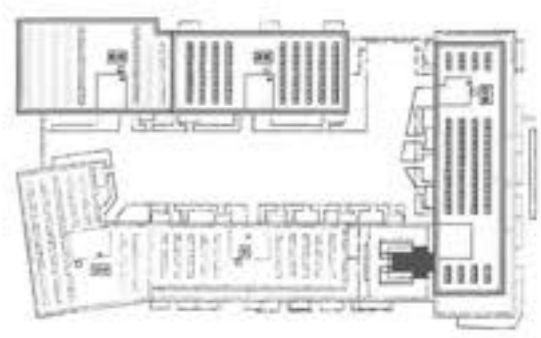
7 Level 6 - Proposed GA Plan (0500)
1:500



8 Level 7 - Proposed GA Plan (0500)
1:500



9 Level 8 - Proposed GA Plan (0500)
1:500



10 Level 9 - Proposed GA Plan (0500)
1:500

Do not scale from this drawing. Verify all dimensions on site. Drawing should be read in conjunction with information from all other design documents and contracts. All drawings in digital format are for reference only. Paper copies are available on request.

Planning
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UNIT TYPES		Shared Community Units	
1 Bed - 1 Person	1 Bed - 2 Person	1 Bed - 1 Person	1 Bed - 2 Person
2 Bed - 2 Person	2 Bed - 3 Person	2 Bed - 2 Person	2 Bed - 3 Person
3 Bed - 3 Person	3 Bed - 4 Person	3 Bed - 3 Person	3 Bed - 4 Person
4 Bed - 4 Person	4 Bed - 5 Person	4 Bed - 4 Person	4 Bed - 5 Person

11 Market Street
London EC7V 9JZ

144020 100 100
144020 100 100
144020 100 100

543 LEGACY WHARF PHASE 2

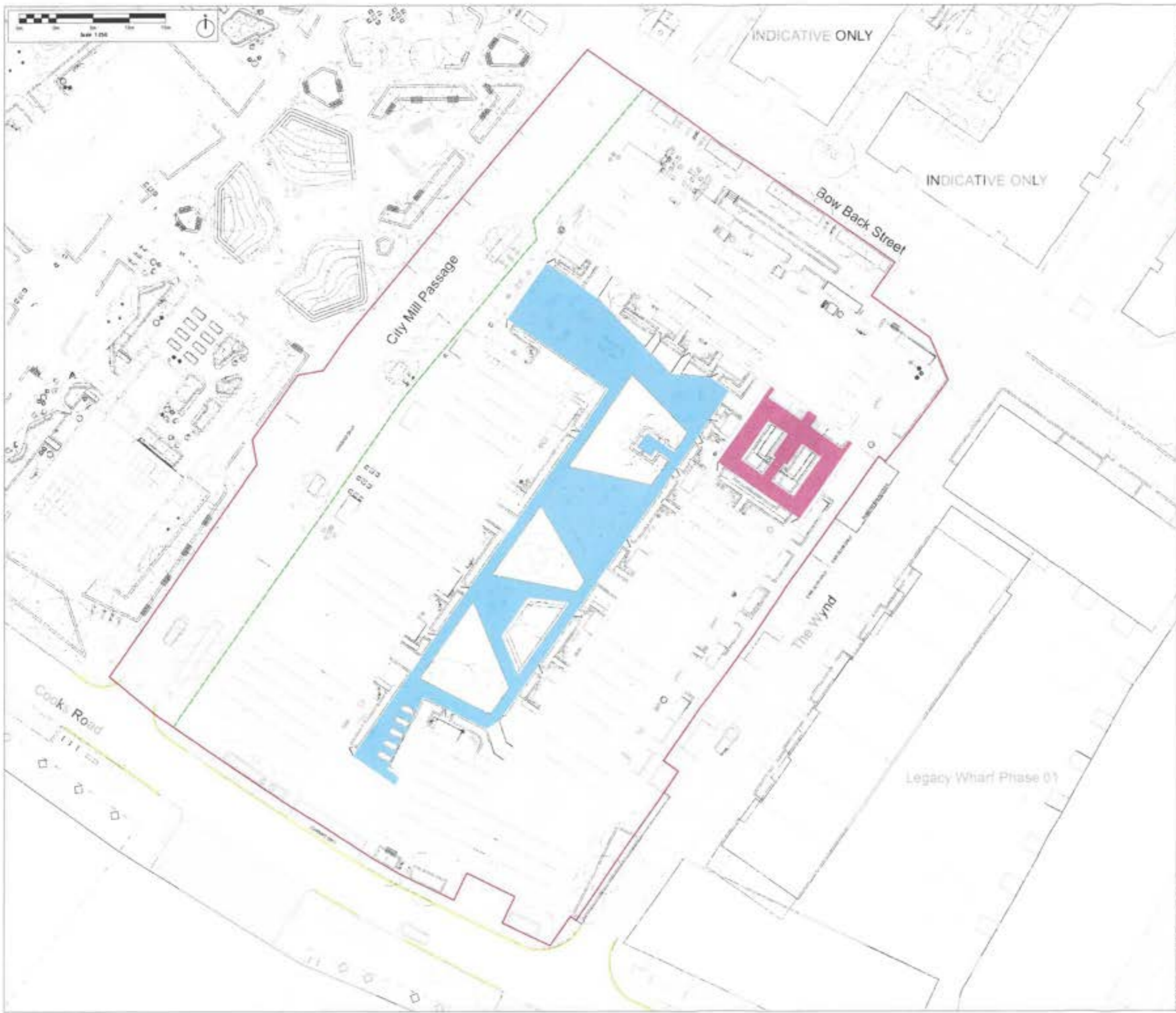
Plan 3 - Affordable Housing Unit Locations
Scale: 1:500 @ A1
MLUK-543-A-P-1300



Rev: 0000
Date: 09/04/2024

APPENDIX 4

PLAN 4 – PLAY AREAS



INDICATIVE ONLY

INDICATIVE ONLY

- NOTES**
1. All dimensions in millimetres unless otherwise shown.
 2. All levels or heights above Clearance Datum (C.D.) unless otherwise shown.
 3. All dimensions to be checked on site and any discrepancies reported to Employer before pricing / work starts.
 4. Any ambiguities or discrepancies within this drawing and any other information given elsewhere must be reported to Camlins and the Employer for clarification before pricing work proceeds.
 5. All drawings to be read in conjunction with other Camlins drawings and specification information as appropriate.
 6. Refer to relevant Engineer's and Architect's information as appropriate for confirmation of all engineering and architectural details.
 7. All works to be carried out in accordance with the latest British Standards and appropriate codes of practice as a minimum.

- KEY**
- Site Boundary
 - Proposed Extent of Public Highway Subject to Local Highway Authority Input and Section 278 Process (TBC)
 - Extent of Proposed Off Site Changes (TBC)
 - Play Space Provision
First Floor Podium Level
 - Play Space Provision
Fifth Floor Roof Terrace Level

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 Winton
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Rev. Date Description

Camlins
 Legacy Wheel Phase 02, London
 Bellway Homes Limited

Play Space Provision

Drawn by: AMB
 Checked by: PSS

Drawing number: SY638-100-1550 -
 Scale: 1:250@A1
 Date: 27.06.2022

APPENDIX 5

PLAN 5 – PUBLICLY ACCESSIBLE OPEN SPACE



- NOTES**
1. All dimensions in millimetres unless otherwise shown.
 2. All levels in metres above Ordnance Datum (mAOD) unless otherwise shown.
 3. All dimensions to be checked on site and any discrepancies reported to Employer before starting work starts.
 4. Any ambiguities or discrepancies within the drawing and any other information given elsewhere must be reported to Camlins and the Engineer for clarification before starting work proceeds.
 5. All drawings to be read in conjunction with other Camlins drawings and specifications information as appropriate.
 6. Refer to relevant Engineers and Architects' Information as appropriate for confirmation of all engineering and architectural details.
 7. All works to be carried out in accordance with the latest British Standards and appropriate codes of practice as a minimum.

- KEY**
- Site Boundary
 - Proposed Extent of Public Highway Subject to Local Highway Authority Input and Section 278 Process (TIC)
 - Extent of Proposed On Site Changes (TIC)
 - Publicly Accessible Open Space

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 Nitau
 AH

Rev. Date Description Revised by Checked by
Camlins
 Legacy Wharf Phase 01, London
 Bellway Homes Limited
 Publicly Accessible Open Space
 Issue Planning
 Drawing Number: SY638-100-1551
 Scale: 1:250@A1
 Date: 22.06.2022

APPENDIX 6

PLAN 6 – ON-SITE BLUE BADGE CAR PARKING SPACES



- NOTES**
1. All dimensions in millimetres unless otherwise shown.
 2. All levels in metres above Ordnance Datum (mAOD) unless otherwise shown.
 3. All dimensions to be checked on site and any discrepancies reported to Employer before pricing / work starts.
 4. Any ambiguities or discrepancies within this drawing and any other information given elsewhere must be reported to Camlins and the Employer for clarification before pricing work proceeds.
 5. All drawings to be read in conjunction with other Camlins drawings and specification information as appropriate.
 6. Refer to relevant Engineer's and Architect's information as appropriate for confirmation of all engineering and architectural details.
 7. All works to be carried out in accordance with the latest British Standards and appropriate codes of practice as a minimum.

- KEY**
- Site Boundary
 - Proposed Extent of Public Highway Subject to Local Highway Authority Input and Section 278 Process (TRC)
 - Extent of Proposed Off-Site Changes (TRC)
 - Blue Badge Car Parking



Witness

AA

No. Date Revision
Camlins
 Legacy Wharf Phase 02, London
 Railway House Limited
 Blue Badge Car Parking Spaces
 Drawn by AMB Checked by PSS
 Drawing Number: SY638-100-1552 - Revision: 1 Scale: 1:250@A1 Date: 29.07.2022