



dated 26 APRIL 2019

The Mayor and Burgesses of the London Borough of Merton

and

Clarion Housing Association Limited

and

Prudential Trustee Company Limited

**Deed of Agreement under Section 106 of the Town and
Country Planning Act 1990**

in relation to developments at (1) Eastfields Estate, (2) High Path Estate
and (3) Ravensbury Estate

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Agreement

dated **26 APRIL** 2019

Parties

- (1) **The Mayor and Burgesses of the London Borough of Merton** of Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX (the **Council**);
- (2) **Clarion Housing Association Limited** of Level 6, 6 More London Place, London SE1 2DA (the **Owner**); and
- (3) **Prudential Trustee Company Limited** (Co. Regn. No. 1863305) whose registered office is situated at Laurence Pountney Hill, London EC4R 0HH (the **Chargee**).

Introduction

- (A) The Council is the local planning authority for the purposes of Part III of the 1990 Act and the highways authority for the purposes of the 1980 Act for the area within which the Sites are situated (excluding those highways for which TfL is the highways authority) and is the statutory body by which the obligations contained in this Agreement are enforceable.
- (B) The Council considers that the Highway Works will be of benefit to the public.
- (C) The Owner is the freehold proprietor of those parts of the Sites registered at the Land Registry with title absolute under title numbers listed in Schedule 1 Part A and is interested in developing the Sites pursuant to the Planning Permissions.
- (D) The Owner is the leasehold proprietor of those parts of the High Path Site registered at the Land Registry with title absolute under the title numbers listed in Schedule 1 Part B.
- (E) Third parties are the freehold and leasehold proprietors of properties within the Sites as the same are registered at the Land Registry under the title numbers set out at Schedule 1 Part C. It is hereby agreed that these third parties are incapable of implementing the Planning Permissions or meeting the obligations under this Deed and will therefore not be joined as parties to this Deed.
- (F) The Chargee has an interest in the parts of the Sites registered at the Land Registry with title absolute under the title numbers listed in Schedule 1 Part D by virtue of registered charges.
- (G) The Applications were submitted to the Council and considered at the Council's Planning Applications Committee on 8 March 2018 and the Council resolved to grant the Planning Permissions subject to conditions and satisfactory completion of this Agreement.
- (H) The Parties agree that the obligations contained in this Agreement meet the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended).

Agreed terms

1 Definitions and interpretation

1.1 For the purposes of this Agreement the following words and expressions have the following meanings:

1980 Act means the Highways Act 1980;

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

Affordable Housing means the Residential Units that will be available to persons who cannot afford to buy homes generally available on the open market and which shall be provided in accordance with the Baseline Affordable Housing Requirement or any other affordable housing product approved in writing by the Council and which:

- (a) includes provision for the housing to be available in perpetuity (subject to paragraphs 13 of Part 1 of Part 1 of Schedule 2 to this Agreement) at an affordable price, rent and service charge (as the case may be) or if these restrictions are lifted by the Council in the future, for the subsidy to be recycled for alternative affordable housing provision within the Council's administrative area; and
- (b) in relation to Intermediate Housing Units is provided to Eligible Households;

and **Affordable Housing Units** shall be construed accordingly

Affordable Housing Mix (Subsequent Disposals) Table means the table at Schedule 2 Part 6 to be prepared by the Owner and submitted to the Council setting out the tenure, mix, sizes and the locations of the Affordable Housing Units and specifying the initial Social Rent tenancies terminated or otherwise brought to an end and which are to be offered again as Affordable Housing Units under a different or the same tenure;

Affordable Housing Provider means:

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);
- (b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or
- (c) any other body specialising in the provision of Affordable Housing;

in each case either nominated or approved by the Council;

but for the avoidance of doubt the Owner is an Affordable Housing Provider (and no specific approval from the Council is required);

Affordable Housing Reappraisal means a reappraisal of the financial viability of the Scheme to deliver Affordable Housing above the Baseline Affordable Housing Requirement which shall be carried out using the Financial Appraisal Model and

references to the First Reappraisal, the Second Reappraisal, the Third Reappraisal and the Final Reappraisal collectively shall be construed accordingly;

Affordable Housing Scheme means a scheme for each Phase specifying:

- (a) the percentage and number of Affordable Housing Units which will be delivered within the relevant Phase;
- (b) the location, distribution, sizes, tenures and mix of the Affordable Housing Units within that Phase which shall be prepared in accordance with the Indicative Housing Mix (or if different to that shown in the Indicative Housing Mix such alternative mix as shall be agreed and in writing by the Council);
- (c) a demonstration of compliance with the Affordability Criteria (where Intermediate Housing Units are proposed generally or as a result of an Affordable Housing Reappraisal) and the Eligibility Criteria having regard to the Indicative Housing Mix; and
- (d) details of how the proposed external design of the Affordable Housing ensures that the Affordable Housing is materially indistinguishable (in terms of outward design and appearance) from Market Housing Units of similar size within the Development;

Affordable Housing Tenancy means a tenancy entered into in respect of each Social Rented Unit and Affordable Rented Unit between the tenant and the Affordable Housing Provider;

Affordable Rent means Residential Units provided and managed by an Affordable Housing Provider which are not subject to the national rent regime, but subject to the rent (including service charges) being set at levels that are no greater than the Local Housing Allowance unless otherwise agreed in writing by the Council;

Affordable Rented Units means the Residential Units to be used on the basis of Affordable Rent (subject always to compliance with paragraphs 1 and 2 of Part 1 of Schedule 2 in relation to first lets) and reference to an **Affordable Rented Unit** is to anyone of them;

Affordability Criteria means the following criteria for affordability levels for Intermediate Housing Units which should also accord with the objectives set out in the Council's Intermediate Housing policy (set out in the Core Strategy dated July 2011) and with the Mayor's Annual Monitoring Report as updated:-

- (a) 1 bedroomed Intermediate Housing Units are for Eligible Households with gross household annual incomes of forty three thousand five hundred pounds (£43,500) or less;
- (b) 2 bedroomed Intermediate Housing Units are for Eligible Households with gross household annual incomes of seventy one thousand pounds (£71,000) or less;

- (c) 3 bedroomed Intermediate Housing Units are for Eligible Households with gross household annual incomes of ninety thousand pounds (£90,000) or less;
- (d) affordability levels will be updated annually in line with the current London Plan Annual Monitoring Report as may be amended from time to time (or any replacement regional affordability criteria for Intermediate Housing); and
- (e) the total mortgage payments, rent payments and the service charge for each Intermediate Housing Unit does not exceed forty percent (40%) of a household's net income;

Agreement means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers;

Annual Monitoring Report means the guide produced by the Mayor of London which contains the rules and procedures for investment partners providing housing with funding from the GLA;

Applications mean the Eastfields Application, the High Path Application and the Ravensbury Application and reference to an "**Application**" shall be to anyone of them as the context permits;

Baseline Affordable Housing Requirement means the provision of a minimum of 729 (seven hundred and twenty nine) Residential Units as Affordable Housing across the Development which shall comprise:

- (a) 262 (two hundred and sixty two) Affordable Housing Units on the Eastfields Site;
- (b) 357 (three hundred and fifty seven) Affordable Housing Units on the High Path Site (which includes the units constructed as part of High Path Kickstart Development); and
- (c) 110 (one hundred and ten) Affordable Housing Units on the Ravensbury Site (which includes the units constructed as part of Ravensbury Kickstart Development)

as shown in the Indicative Housing Mix.

Blue Badge Holder means a person holding a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;

Build to Rent means New Market Units identified in the Indicative Housing Mix for High Path which shall be let on the private rental market which shall meet all of the following criteria:

- (a) the Relevant Development, or block or phase within the High Path Development has at least 50 (fifty) units;
- (b) the homes are retained, used and managed as Build to Rent for a period of not less than the Build to Rent Term;

- (c) all the units are self-contained and let separately for residential use;
- (d) there is unified ownership and the Build to Rent Units are managed as a whole by a single professional on site property manager in compliance with the Build to Rent Management Plan;
- (e) the length of each lease for a Build to Rent Unit shall be offered at a minimum term of 3 (three) years unless a shorter term is requested by the prospective tenant;
- (f) such tenancies granted for Build to Rent Units shall include break clauses for prospective tenants, which allow the tenant to end the tenancy with a month's notice any time after the first 6 (six) months of the lease;
- (g) rent certainty for the period of the tenancy which shall be made clear to the tenant before the start of each tenancy, which will include notification of all rent increases within the term of the lease of each Build to Rent Unit which shall be calculated by reference to an index;
- (h) there is in place in relation to each Build to Rent Unit a clawback mechanism to recoup the Build to Rent Clawback Contribution in the event that the Build to Rent Unit is sold within the Build to Rent Term; and
- (i) up-front fees of any kind shall not be charged to tenants or prospective tenants, other than deposits and rent-in-advance;

and **Build to Rent Unit** shall be constructed accordingly;

Build to Rent Clawback means a mechanism which determines a financial contribution due to the Council in the event that Build to Rent Units are sold on the open market prior to the completion of the Build to Rent Term;

Build to Rent Clawback Contribution means the difference between the total value of the Build to Rent Units based on the Original Financial Viability Assessment (Index Linked) or any subsequent Affordable Housing Reappraisal, and those Build to Rent Units to be sold on the assumption that the units are not subject to the Build to Rent Term and each to be valued on a 'for sale' basis (the open market value) at the point of sale;

Build to Rent Management Plan means a plan setting out management principles for the Build to Rent Units and which shall include the following requirements unless otherwise agreed in writing with the Council where the Build to Rent Units are to be managed as a whole by a single professional property manager which:

- (a) provides a consistent and quality level of housing management;
- (b) is part of an accredited ombudsman scheme;
- (c) is a member of the British Property Federation and/or regulated by the Royal Institution of Chartered Surveyors;

- (d) complies with the Royal Institute of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
- (e) has a complaints procedure in place;
- (f) provides daily on-site management and presence but this does not require (unless needed) full-time dedicated on-site staff;
- (g) has systems in place for prompt resolution of issues; and
- (h) does not charge up-front fees of any kind to tenants or prospective tenants of a Build to Rent Unit, other than deposits and rent paid in-advance;

Build to Rent Term means 15 (fifteen) years commencing from (and including) the first Occupation of the relevant Build to Rent Unit to be Occupied respectively on each Phase of the High Path Development;

Bus Capacity Demand Notice means a notice served by TfL which shall specify the following in relation to the High Path Development:

- (a) results of monitoring of the bus network carried out by TfL from the period following Occupation of the final Phase of the High Path Development until five (5) years after full Occupation of the High Path Development;
- (b) the measures identified in the relevant Bus Capacity Study that TfL propose to implement; and/or
- (c) a figure being the aggregate reasonable and proper costs and expenses that will be incurred by TfL in implementing the measures referred to above together with a detailed breakdown of such reasonable and proper costs and expenses and the proportion of which TfL (acting reasonably) considers should be drawn down from the Bus Capacity Contribution;

Bus Capacity Study means an assessment to be carried out by TfL using predicted bus trips data provided as part of the Transport Assessment submitted with the High Path Planning Application of:

- (a) the existing capacity of bus services within the vicinity of the High Path Development;
- (b) the predicted additional demand for bus services as a result of the High Path Development; and
- (c) in the event that the study demonstrates that bus capacity improvements are necessary as a result of the High Path Development, the study shall include proposed measures as may be necessary to address or mitigate such additional demand;

Bus Capacity Contribution means the sum identified in the Bus Capacity Study up to a maximum of £375,000 (three hundred and seventy five thousand pounds) equating to a

rate of £75,000 (seventy five thousand pounds) per annum over a period of 5 (five) years which shall be a reasonable proportion of the aggregate reasonable and proper costs and expenses that will be incurred by TfL in implementing bus capacity improvements for the bus route from North Cheam to Putney;

Bus Stop Improvement Works means such works to improve or relocate the bus stops within the vicinity of the Eastfield Site and/or the Ravensbury Site as are necessary as a result of the relevant Eastfields Development and/or the Ravensbury Development as specified in the relevant Bus Stop Scheme;

Bus Stop Improvement Contribution means the sums to be identified through the process referred to in and determined by the Council pursuant to paragraph 2 of Schedule 4 as Index Linked as is required to undertake the Bus Stop Improvement Works;

Bus Stop Relocation Contribution means the sum to be identified in the event the Owner is permitted by TfL to relocate bus stops temporarily or permanently in the vicinity of the High Path Site in accordance with Condition 48 (Bus Stop Relocation) of the High Path Planning Permission;

Bus Stop Scheme means an assessment of the need and the measures to be taken to improve bus stop(s):

- (a) nearest to the Eastfields Development in particular the bus stops on Woodstock Way and Tamworth Lane; and
- (b) nearest to the Ravensbury Development on Morden Road,

in compliance with the TfL responses to the Ravensbury Application and Eastfields Application dated 15th March 2018 (for the Ravensbury Development) and 14th March 2018 (for the Eastfields Development) and having regard to the likely increase in demand for bus services and use of the relevant bus stops as a result of the Relevant Development along with a timetable for implementing any Bus Stop Improvement Works found necessary as a result of the Relevant Development;

Car Club means a car club operating in the vicinity of the Relevant Development which provides its members with access to or shared facilities of a private car on a short term basis as and when required subject to availability and which is made available to Occupiers of Residential Units in accordance with Schedule 9 of this Agreement;

Car Club Assessment means an assessment of the existing car club provisions on and within the vicinity of the Relevant Development and the likely demand for a Car Club to be established to serve the needs of the Relevant Development, having regard to:

- (a) the number of Residential Units;
- (b) the availability of other existing car clubs;
- (c) the level of interest expressed by prospective Car Club Operators who may be able to establish a Car Club; and
- (d) the timing of delivery of Car Club Bays;

Car Club Bays means:

- (a) in respect of the High Path Development four suitably positioned parking bays;
- (b) in respect of the Eastfields Development up to one suitably positioned parking bay; and
- (c) in respect of the Ravensbury Development up to one suitably positioned parking bay,

for the purposes of establishing a Car Club and reference to a **Car Club Bay** shall be to any one of them;

Car Club Membership means free membership of the Car Club for a period of 2 (two) years, such membership to exclude hire and fuel charges which shall be payable by the member according to usage;

Car Club Operator means the operator of the Car Club being a company accredited by Carplus;

Car Club Qualifying Residential Units means in relation to:

- (a) the High Path Development a Residential Unit which does not benefit from on-Site parking within the High Path Development; and
- (b) the Ravensbury Development and Eastfield Development any Residential Unit;

Carbon Offset Contribution in respect of each Development, a contribution calculated by multiplying the amount of CO₂ to be offset (in tonnes) by the price of CO₂ (set at £60 (sixty pounds) per tonne charged over a 30 (thirty) year period) to conform with Policy 5.2 of the London Plan 2016 – Minimising Carbon Dioxide Emissions or in accordance with the relevant London Plan policies in force as at the date of this Agreement to be used by the Owner or the Council on Carbon Reduction Projects such sum to be estimated by the Owner and included in the Carbon Offset Strategy and subsequently confirmed on a phase by phase basis in the Carbon Offset Strategy for each Phase;

Carbon Offset Strategy means a scheme which shall set out an updated calculation for the Carbon Offset Contribution for that Phase and includes details of how the contribution would be spent on Carbon Reduction Projects, with the following priority order:

- (a) provision of On-site measures;
- (b) provision of Off-Site measures on other housing stock or other buildings managed by the Owner within the Council's administrative area;
- (c) provision of Off-Site measures on other housing stock or other buildings within the Council's administrative area; and/or
- (d) a financial contribution payable to the Council;

Carbon Reduction Projects means measures to secure the delivery of carbon dioxide savings On-Site or elsewhere in the Borough in accordance with the London Plan which could include:

- (a) measures to improve energy efficiency;
- (b) installation of renewable energy technology;
- (c) measures to improve embodied energy; and
- (d) measures to encourage behaviour change amongst residents / non-residential operators;

Carplus means Carplus (registered charity no. 1093980) or its successor or equivalent organisation as may be agreed in writing with the Council being the umbrella organisation for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;

Clawback Disposal means a Disposal of one or more Build to Rent Units during the Build to Rent Term other than:

- (a) a letting of a Build to Rent Unit in accordance with the approved Build to Rent Management Plan; or
- (b) a Disposal that is part of a Disposal of the entirety of the Residential Units to a single purchaser on the basis that the Residential Units identified as Build to Rent Units will remain as such;

Commencement means in respect of each Development a material operation as defined in section 56(4) of the 1990 Act but for the purposes of this Agreement only shall not include demolition, site clearance and preparation, archaeological investigation, investigations for the purpose of assessing contamination, other ground and site surveying, construction of temporary access for construction purposes only, remediation works associated with decontamination, erection of a temporary means of enclosure including fences and hoardings for the purposes of site security, provision of temporary accommodation reasonably required for construction purposes only and preliminary landscaping works including tree protection and the terms **Commence**, **Commenced** and **Commencement Date** shall be construed accordingly;

Commercial Units means those parts of the Development that are authorised for non-residential uses pursuant to the relevant Planning Permissions (or any one of them);

Council's Preferred List of Registered Providers means the list of the Council's preferred Affordable Housing Providers for the purposes of this Agreement set out at Schedule 2 Part 3;

CPZ means an order creating a resident permit parking area in relation to public highways within the vicinity of the Relevant Development pursuant to section 45(2) of the Road Traffic Regulation Act 1984;

CPZ Area means an area in which a CPZ is in force which is not within any of the Sites or the High Path Kickstart Development or Ravensbury Kickstart Development;

CPZ Consultation Contribution means the sum specified in the CPZ Consultation Demand Notice or agreed between the Council and Owner which shall not exceed the aggregate reasonable and proper costs and expenses that will be incurred by the Council in carrying out a statutory consultation exercise in relation to the CPZ proposed in the CPZ Consultation Demand Notice;

CPZ Consultation Demand Notice means a notice which shall specify the following in relation to a Development:

- (a) the Development to which the notice relates;
- (b) details of the CPZ that is proposed by the Council with an explanation as to why the CPZ is considered necessary in order to mitigate the highways impacts of the Development specified in the notice; and
- (c) a figure being the aggregate reasonable and proper costs and expenses that will be incurred by the Council in carrying out a statutory consultation exercise in relation to the proposed CPZ, together with a detailed breakdown of such reasonable and proper costs and expenses;

CPZ Works Contribution means the sum specified in the CPZ Works Demand Notice which shall not exceed the aggregate reasonable and proper costs and expenses that will be incurred by the Council in carrying out the works specified in the relevant CPZ Works Demand Notice;

CPZ Works Demand Notice means a notice which shall specify the following in relation to a Development:

- (a) the Development to which the notice relates;
- (b) the outcome of the statutory consultation carried out following payment of the CPZ Consultation Contribution and the reasons why the Council proposes to introduce a CPZ;
- (c) details of the works that are necessary in order to give effect to the proposed CPZ, including the timetable for the works; and
- (d) a figure being the aggregate reasonable and proper costs and expenses that will be incurred by the Council in carrying out the works specified in the notice;

Demolition and Construction Management Plan means the plans in respect of each Phase of each Development submitted pursuant to Condition 23 of the High Path Planning Permission, Condition 21 of the Eastfields Planning Permission or Condition 28 of the Ravensbury Planning Permission;

Development means (as applicable) the Eastfields Development or the High Path Development or the Ravensbury Development or together all three developments and the term **Relevant Development** shall be construed accordingly;

Development Site means either (as applicable) the Eastfields Development, or the High Path Development (excluding the High Path Kickstart), or the Ravensbury Development (excluding the Ravensbury Kickstart) or together all three developments;

Disposal means either:

- (a) the sale of the freehold of a Residential Unit; or
- (b) the grant or transfer of a lease or tenancy in excess of 7 (seven) years of a Residential Unit,
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Residential Unit

and the terms **Dispose** and **Disposed** shall be construed accordingly;

District Heating Network means a decentralised energy network providing low carbon energy for heating and hot water to serve each of the High Path Development and Eastfields Development;

District Heating Network Strategy means a strategy which accords with the contents of Appendix 4 relating to the delivery of District Heating Networks to serve the High Path Development and Eastfields Development, which shall include the following:

- (a) a feasibility study in relation to the proposed District Heating Networks;
- (b) where a District Heating Network is feasible, a detailed design and specification for the relevant District Heating Network which shall:
 - i accord with the relevant best codes of practice guidance; and
 - ii be designed so that the relevant District Heating Network could be feasibly adapted in the future to connect to other developments and decentralised energy networks by others within the vicinity which have been granted planning at the time of agreeing the strategy, subject to feasibility and viability assessments, unless otherwise agreed in writing by the Council; and
- (c) a timetable for the delivery of the District Heating Networks and the connection of the same to the Relevant Development;

Eastfields Application means outline planning application (reference 17/P1717) (with all matters reserved, except in relation to parameter plans) for the comprehensive regeneration of the Eastfields Site comprising the demolition of all existing buildings and structures; erection of new buildings ranging from 1 (one) to a maximum of 9 (nine) storeys providing up to 800 (eight hundred) residential units (C3 use class); provision of up to 275 (two hundred and seventy five) sqm of flexible commercial non-residential floorspace (flexible A1 and/or A2 and/or A3 and/or A4 and/or B1 and/or D1 and/or D2 use classes); provision of new public open space and communal amenity spaces including children's play space; new public realm, landscaping works and new lighting; cycle parking spaces (including new visitor cycle parking) and car parking spaces (including within ground level podiums), together with associated highways and utilities works;

Eastfields Development means development pursuant to the Eastfields Planning Permission;

Eastfields Planning Permission means the planning permission granted pursuant to the Eastfields Application;

Eastfields Recreational Facility means a ball court or other type of recreational facility that will mitigate against the loss of the Existing Eastfields Ball Court, the detailed design and specification of which is to be agreed by the Council as part of the Recreational Facility Scheme and which may include On-Site or Off-Site provision;

Eastfields Site means the land shown edged red on Plan 1;

Eastfields Temporary Recreational Facility means a temporary ball court or a recreational facility to be provided (if required) as detailed in the Recreational Facility Scheme for the Eastfields Development as approved by the Council which shall be of equivalent or larger size than the Existing Eastfields Ball Court to be delivered and ready for use at the time the Existing Eastfields Ball Court has been closed or is rendered unusable, such space to be provided on or in the vicinity of the Eastfields Site;

Eastfields Traffic Calming Measures means measures to encourage appropriate vehicle speeds along the junction of Tamworth Lane and Acacia Road;

Eastfields Traffic Calming Measures Contribution means the sum to be paid to the Council to be expended to lay out, construct and complete the Eastfields Traffic Calming Measures;

Eastfields Traffic Calming Measures Scheme means a scheme that:

- (a) identifies specific Eastfields Traffic Calming Measures to be introduced based on need created by the Eastfields Development; and
- (b) on the basis of the Eastfields Traffic Calming Measures proposed, evaluates the Eastfields Traffic Calming Measures Contribution;

Eligible Households means in relation to the Intermediate Housing Units, households who at the commencement of their Occupation of an Intermediate Housing Unit meet the criteria identified in the Affordability Criteria;

Eligibility Criteria means the Council's criteria for establishing eligibility for Affordable Housing as set out in its Housing Register and Nominations Policy dated August 2012 or any document which may supersede this;

Eligible Properties means the Affordable Housing Units which are part funded with social housing assistance, social housing grant or disposal proceed fund or any other grant or funding set out in the Mayor of London's Capital Funding Guide;

Eligible Tenants means those tenants of social homebuy or Eligible Properties who accord with the definition set out in the Mayor of London's Capital Funding Guide (last updated December 2018) and any replacement guide or document which may replace that.

Enabling Works means any works comprising of demolition, site clearance, ground investigation, archaeological investigation, construction of boundary fencing or hoardings for the demolition/construction phase, demolition/construction noise attenuation works, construction of temporary highways accesses and construction/demolition compound set up;

Energy Strategy means a scheme for the management and maintenance of mitigation measures that shall be implemented in respect of the Relevant Development in seeking to meet the London Plan target of zero carbon for Residential Units and 35% (thirty five per cent) carbon dioxide below Part L Building Regulations 2013 for the Commercial Units in accordance with the relevant London Plan policies in force as at the date of this Agreement;

Estate Roads means the roads within each Development that will be open to vehicular traffic, pedestrians and cyclists;

Existing Eastfields Ball Court means the one existing ball court within the Eastfields Site which is used by young people as a sports facility;

Existing High Path Ball Courts means the two existing ball courts within the High Path Site which are used by young people as sports facilities;

Existing High Path Community Centre means the community centre at Pincott Road;

Existing Morden Road Pedestrian Refuge means the existing pedestrian refuge identified in green on Plan 101759-RB-EL-SK003

Existing Ravensbury Community Centre means the community centre at Ravensbury Grove;

Existing Tenant means any person who is subject to the Nominations Agreement;

Expert means an independent person appointed to determine a dispute in accordance with clause 11 of this Agreement **provided that** in the case of the Affordable Housing Reappraisal procedure set out in Schedule 2 Part 2 Expert means an independent and reputable chartered surveyor registered with the Royal Institution of Chartered Surveyors with not less than 10 (ten) years' experience of valuation matters;

Financial Appraisal Model means an appraisal model and methodology for determining the financial viability and Projected Return of the Scheme which shall be consistent with the structure and Assumptions used in the Original Financial Viability Assessment which:

- (a) shall be presented in Excel format as a single document or model and which will provide a transparent link between the headline financial estimates and the underlying detailed calculation;
- (b) should include the financial performance of each Site and the aggregate performance across the Scheme;
- (c) should ensure all information, calculations, financial amounts and any other aspect of the Financial Appraisal Model are transparent and

clear enabling a reasonably competent person to understand, easily review and reach the same conclusions;

- (d) should reflect the structure of the Original Financial Viability Assessment; and
- (e) should include a methodology and be appropriate for calculating the Projected Return, clawback monies as well as other relevant financial provisions contained within the Transfer Agreement;

Five Year Period means each five year period during the construction of the Relevant Development as follows:

- (a) the first Five Year Period commences on Commencement of the Relevant Development;
- (b) the second Five Year Period commences on the 5th (fifth) anniversary of the Commencement of the Relevant Development; and
- (c) the third Five Year Period commences on the 10th (tenth) anniversary of the Commencement of the Relevant Development,

provided that if Practical Completion of the last Phase of a Relevant Development occurs within any Five Year Period the Five Year Period shall cease at the date of Practical Completion;

Footbridge Assessment means an assessment for a new public pedestrian footbridge over the River Wandle to create a new direct north-south pedestrian link from Wandle Road to the Ravensbury Development which shall include, but not be limited to:

- (a) an assessment of the need for a footbridge taking into account the impact of the Ravensbury Development;
- (b) consideration of factors in the vicinity of the Ravensbury Development;
- (c) costings for the delivery of the public pedestrian footbridge; and
- (d) the proposed Footbridge Contribution;

Floodplain Mitigation Strategy means a strategy to be delivered in accordance with condition 12 (Floodplain Mitigation Strategy) which includes details of the Flood Voids;

Flood Mitigation Measures means the works to be undertaken to the Ravensbury Development to alleviate the risk of flooding in accordance with the Ravensbury Planning Permission and the Floodplain Mitigation Strategy both as approved in writing by the Council such works to also include the installation of Flood Voids;

Flood Voids means voids below buildings that allow water to flow and to be stored and which are to be installed at the Ravensbury Development;

Footbridge Contribution means a financial contribution (if any) up to a maximum of £109,490.88 (one hundred and nine thousand four hundred and ninety pounds and eighty

eight pence) towards the provision of a new public pedestrian footbridge over the River Wandle the total amount of which shall be agreed as part of the Footbridge Assessment;

Framework Travel Plans means the framework travel plan for the Relevant Development submitted with the Applications;

Full Delivery and Service Management Plan means together the Overarching Delivery and Service Management Plan and the Phased Delivery and Service Management Plans (and any revisions and/or amendments submitted pursuant to paragraph 3 of Schedule 8), each as approved by the Council in writing;

Full Estate Roads Maintenance and Access Plan means together the Overarching Estate Roads Maintenance and Access Plan and the Phased Estate Roads Maintenance and Access Plan (and any revisions and/or amendments submitted pursuant to paragraph 4 of Schedule 6) each as approved in writing by the Council;

Full Estate Roads Plan and Specification means together the Overarching Estate Roads Plan and Specification and the Phased Estate Roads Plan and Specification (and any revisions and/or amendments submitted pursuant to paragraph 4 of Schedule 6) each as approved in writing by the Council;

Full Open Space Management Plan means together the Overarching Open Space Management Plan and the Phased Open Space Management Plan (and any revisions and/or amendments submitted pursuant to paragraph 4 of Schedule 13) each as approved in writing by the Council;

Full Parking Management Plan means together the Overarching Parking Management Plan and the Phased Parking Management Plans (and any revisions and/or amendments submitted pursuant to paragraph 3 of Schedule 5), each as approved by the Council in writing;

Gross Internal Area means the gross internal area of a building or space calculated in accordance with the Royal Institution of Chartered Surveyors "Code of Measuring Practice"

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

High Path Application means outline planning application (reference 17/P1721) (with all matters reserved except in relation to parameter plans) for the comprehensive phased regeneration of the High Path Site the demolition of all existing buildings and structures; erection of new buildings ranging from one to a maximum of ten storeys providing up to 1,570 (one thousand five hundred and seventy) residential units (C3 use class); provision of up to 9,900 (nine thousand nine hundred) sqm of commercial and community floorspace (including replacement and new floorspace, comprising: up to 2,700 (two thousand seven hundred) sqm of use class A1 and/or A2, and/or A3, and/or A4 floorspace, up to 4,100 (four thousand one hundred) sqm of use class B1 (office) floorspace, up to 1,250 (one thousand two hundred and fifty) sqm of flexible work units (use class B1), up to 1,250 (one thousand two hundred and fifty) sqm of use class D1 (community) floorspace; up to 600

(six hundred) sqm of use class D2 (gym) floorspace; provision of new neighbourhood park and other communal amenity spaces, including children's play space; new public realm, landscaping works and new lighting; cycle parking spaces (including visitor cycle parking) and car parking spaces (including within ground level podiums) together with associated highways and utilities works;

High Path Community Centre a community centre that will mitigate against the loss of the Existing High Path Community Centre in accordance with the High Path Community Centre Scheme and which shall be of equal or greater floor area to that of the Existing High Path Community Centre;

High Path Community Centre Scheme means a scheme to ensure the delivery of the High Path Community Centre such scheme to include:

- (a) a detailed design and specification of the proposed High Path Community Centre;
- (b) a management plan detailing how the High Path Community Centre will be managed and maintained and made available for public use;
- (c) the timetable for the delivery of the High Path Community Centre; and
- (d) details of any temporary facilities that will be provided in the event that the High Path Community Centre is not operational prior to the closure of the Existing High Path Community Centre;

High Path Development means development pursuant to the High Path Planning Permission;

High Path Kickstart Development means the development authorised by planning permission reference 16/P3738 comprising demolition of existing structures associated with the Old Lamp Works, all garages (74 (seventy four) in total) and Marsh Court Play Area to provide residential accommodation 134 (one hundred and thirty four) units (use class C3) in buildings of three to nine storeys, provision of car parking, cycle parking, landscaping and public realm works together with associated utilities and infrastructure;

High Path Pedestrian and Cycle Routes Contribution means the sum to be identified by the Council pursuant to paragraph 4.2 of Schedule 16 Index Linked as is required to undertake the High Path Pedestrian and Cycle Routes Measures which shall not exceed the aggregate reasonable and proper costs and expenses that will be incurred by the Council in implementing the High Path Pedestrian and Cycle Routes Measures;

High Path Pedestrian and Cycle Routes Study means a detailed investigation in relation to the pedestrian and cycle routes within the vicinity of the High Path Development which shall:

- (a) assess the safety and accessibility of such routes, and the impact of the High Path Development on safety and accessibility;
- (b) examine, in particular, the pedestrian crossings between the High Path Site and Abbey Recreational Ground; and

- (c) where the study concludes that safety and accessibility improvements are necessary as a result of the High Path Development, propose the High Path Pedestrian and Cycle Route Measures to address improvements found to be necessary as a result of the study;

High Path Pedestrian and Cycle Routes Measures means the improvement or works set out in the approved High Path Pedestrian and Cycle Routes Study;

High Path Planning Permission means the planning permission granted pursuant to the High Path Application;

High Path Recreational Facility means either two ball courts or a ball court and/or other type of recreational facility of equivalent size or larger than the Existing High Path Ball Courts and which in the case of the provision of

- (a) a single ball court must be provided on the High Path Site; or
- (b) two ball courts, one ball court must be provided on the High Path Site with the other ball court in the vicinity of the High Path Site; or
- (c) in the case of the provision of a recreational facility must be located either on the High Path Site or in the vicinity of the High Path Site

that will mitigate against the loss of the Existing High Path Ball Courts the detailed design and specification of which is to be agreed with the Council as part of the Recreational Facility Scheme and which may include either On-Site or Off-Site provision in line with the requirements above;

High Path Site means the land shown edged red on Plan 2;

High Path Temporary Community Centre means the temporary community centre to be of similar size and scale to the Existing High Path Community Centre and provided on the High Path Site;

High Path Temporary Community Centre Contribution means a sum to be determined by the Council to be expended towards making improvements to another community facility within the vicinity of the High Path Site;

High Path Temporary Recreational Facility means a temporary ball court or two temporary ball courts or a recreational facility to be provided as detailed in the Recreational Facility Scheme for the High Path Development as approved by the Council which shall be of equivalent or larger size than the Existing High Path Ball Courts to be delivered and ready for use at the time the Existing Ball Courts have been closed or are rendered unusable, such space to be provided on or in the vicinity of the High Path Site subject to the requirement that one temporary ball court is to be located on the High Path Site;

Highway Works means such works to the publicly maintained highway which are Off-Site as may be necessary as a result of each Phase of the Relevant Development to include (without limitation):

- (a) new footways and carriageway;

- (b) revised access/crossover arrangements;
- (c) relocation/replacement of street lighting;
- (d) relocation of services, if and where necessary;
- (e) drainage;
- (f) road markings and signs and related traffic management orders;
- (g) any works required as a result of the Transport Impact Assessment in relation to the High Path Development only; and
- (h) repair of damage caused to the highway as a result of any works related to the Development;
- (i) reinstatement/provision of dropped kerbs;
- (j) removal/addition of single or double yellow lines and other road markings and signs and related traffic management orders;
- (k) any resurfacing of the carriageway on site entrances;
- (l) improvements to existing cycle routes

and to be designed, laid out and Practically Completed to a standard which at least meets the Council's adoptable standard;

Highway Works Scheme means a scheme detailing the following:

- (a) the Highway Works proposed in connection with the Relevant Development;
- (b) the proposed timetable for delivery of the Highway Works which shall take into account Phasing (including a timetable for entering into any necessary agreements with the Council pursuant to section 38 and/or section 278 of the 1980 Act);
- (c) the estimated costs of carrying out and completing the Highway Works; and
- (d) whether the Owner proposes to carry out the Highway Works itself, or whether it proposes that the Council shall carry out the said Highway Works on behalf of and at the cost of the Owner;

Index means the Consumer Prices Index published by the Office for National Statistics unless otherwise expressly provided for in this Agreement or if that index is no longer published or is otherwise discontinued the Index shall include any replacement index performing substantially the same function published from time to time by the above organisations (or any successors to their respective functions) and references to "**Indexed Linked**" shall be construed accordingly;

Indicative Housing Mix means the tables set out at Schedule 2 Part 4 for each of the Sites setting out the detail of the Affordable Housing Units to be provided pursuant to the Planning Permissions such document to include the respective tenures and mix;

Interest means interest on any specified sum at 2% (two per cent) above the base lending rate of a clearing bank to be approved by the Council;

Intermediate Housing Units means Affordable Housing for sale or rent provided at a cost above that of Social Rented Units subject to Affordability Criteria and will include provisions to remain at an affordable price for future Eligible Households or for the subsidy to be recycled for alternative Affordable Housing provision and Intermediate Housing Units shall include Shared Ownership Units and, other low cost homes for sale and intermediate or discounted rental products, but not Affordable Rented Units or Social Rented Units, and a reference to an “**Intermediate Housing Unit**” shall be to anyone of them;

Local Housing Allowance the rates used by the Valuation Office Agency (or any replacement or successor organisation) to calculate the level of housing benefit for tenants renting from private landlords;

Management Company means a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of carrying out future maintenance of the Estate Roads, Open Spaces, parking spaces pursuant to the Overarching Parking Management Plan and the Phased Parking Management Plan;

Market Housing Unit means any Residential Unit within the Development which is not an Affordable Housing Unit but which shall include Replacement Housing;

Mayor of London’s Capital Funding Guide means “Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance” published by the Mayor of London in November 2016 or any update or replacement guidance;

Monitoring Fees means the following sums payable by the Owner in accordance with clause 14.2 hereof:

- (a) £76,000 (seventy six thousand pounds) in respect of the costs and expenses of the Council monitoring compliance with the terms of this Agreement in relation to the Eastfields Development;
- (b) £84,750 (eighty four thousand seven hundred and fifty pounds) in respect of the costs and expenses of the Council monitoring compliance with the terms of this Agreement in relation to the High Path Development; and
- (c) £64,625 (sixty four thousand six hundred and twenty five) in respect of the costs and expenses of the Council monitoring compliance with the terms of this Agreement in relation to the Ravensbury Development ;

Net Internal Area means the net internal area of a building or space calculated in accordance with the Royal Institution of Chartered Surveyors “Code of Measuring Practice”

New Market Units means any Residential Unit which is neither an Affordable Housing Unit nor Replacement Housing;

New Occupier means an individual purchaser owner leaseholder or occupier of a Residential Unit who is not an Existing Tenant nor a freeholder/leaseholder of Replacement Housing;

Noise and Air Quality Monitoring Contribution means a sum that is equal to the anticipated reasonable and proper costs and expenses that would be incurred by the Council in monitoring compliance with the Demolition and Construction Management Plan in so far as it relates to noise and air quality, such sum to be agreed with the Council and specified in the Demolition and Construction Management Plan if the Owner elects that the Council shall carry out such monitoring in lieu of the Owner submitting Noise and Air Quality Monitoring Reports;

Noise and Air Quality Monitoring Report means reports which detail the noise and air quality levels recorded at the Relevant Development during the construction phase as may be required by the Demolition and Construction Management Plan;

Nominations Agreement means the nominations deed dated 22 March 2010 between the Council and Merton Priory Homes;

On-Site means within each of the Sites;

Off-Site means outside of the Sites in areas which are within the Council's administrative borough;

Occupation means occupation for the purposes permitted by the relevant Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupier** and **Occupied** shall be construed accordingly;

Open Space means the areas identified for the provision of open space in accordance with any Reserved Matters Approval for each Phase and in relation to:

- (a) the High Path Development means the following areas to be provided on the High Path Site:
 - i the public realm areas (which may include the children's play spaces);
 - ii the neighbourhood park; and
 - iii the private courtyards and communal gardens (which may include children's play spaces);
- (b) the Eastfields Development means the following areas to be provided on the Eastfields Site:
 - i the public realm areas; and
 - ii the private courtyards and communal gardens,

both of which may include children's play spaces;

- (c) the Ravensbury Development means the following areas to be provided on the Ravensbury Site:
 - i the public realm areas; and
 - ii the private courtyards and communal gardens,

both of which may include children's play spaces,

and which may include any areas or spaces between buildings on each Relevant Development and references to **Open Space Area** or **Open Space Areas** shall be construed accordingly;

Open Space Management Plan means a plan which identifies and details the following:

- (a) the location of the open space with the phase in question as approved by a Reserved Matters Approval;
- (b) the arrangements that will be put in place to ensure that the Open Space is managed and maintained for the lifetime of the Development;
- (c) the arrangements that will be put in place to ensure that (with the exception of the private courtyards and unless otherwise agreed with the Council) the Open Space will be accessible by members of the public for the lifetime of the Development; and
- (d) where a management company is to be in charge of ongoing management and maintenance of the Open Space, the following shall be provided to the Council for approval:
 - i the name and company number of the management company;
 - ii a copy of the company certificate of incorporation and articles and memorandum of association;
 - iii a copy of its rules (including the holding of at least one public meeting per year and the giving of a minimum of seven (7) days' written notice of each meeting to the Council and all company members and any other interested parties and to provide suitable facilities for the meetings of the Management Company) and regulations and operational manuals;
 - iv details of the names and addresses of all directors, members and the company secretary;
 - v full and sufficient details of the financial resources available to the management company including evidence that there are or will be adequate resources in place to undertake the maintenance of the Open Space for the lifetime of the Development in accordance with the Open Space Management Scheme;
 - vi details of how owners and occupiers will be entitled to become members of the management company; and

- vii the proposed form of transfer of the Open Space from the Owner to the management company;

Overarching Delivery and Service Management Plan means the overarching plan setting out the delivery and servicing arrangements in relation to both Residential Units and Commercial Units within the Relevant Development, prepared by the Owner at its own cost and submitted to the Council for written approval in accordance with Schedule 8 which shall include proposals relating to:

- (a) waste management including storage and removal of refuse and recycling;
- (b) co-ordination between arrangements for delivery and services for Residential Units and Commercial Units;
- (c) access and egress arrangements for delivery and collection vehicles accessing the Relevant Development for both residential and non-residential servicing;
- (d) delivery hours in respect of the Commercial Units; and
- (e) ensuring that there is no unacceptable impact upon neighbour amenity, access, circulation or transport within the vicinity of the relevant Site;

Overarching Estate Roads Maintenance and Access Plan means the overarching plan dealing with the management, maintenance and access arrangements for all of the Estate Roads prepared by the Owner at its own cost and submitted to the Council for written approval in accordance with the provisions of Part 1 of Schedule 6 and which shall include:

- (a) the management and maintenance arrangements, whether by way of Management Company or otherwise for the Estate Roads in each Development; and
- (b) details of the access arrangements to be put in place to ensure identification of those parts of the Estate Roads which will have unfettered access for pedestrian, cyclist and vehicular traffic and which parts of the Estate Roads will have controlled or limited access;

Overarching Estate Roads Plan and Specification means an overarching phasing plan in respect of the Estate Roads for each Phase of each Development prepared by the Owner at its own cost and submitted to the Council for written approval in accordance with the provisions of Part 1 of Schedule 6, which shall include the following:

- (a) drawings showing the proposed layout of the Estate Roads;
- (b) details on the timescales (in terms of the Phase for each Development) of the layout and Practical Completion of each Estate Road; and

- (c) detail arrangements which will ensure the continued use of the adjoining public highway whilst the Estate Roads are being laid out;

Overarching Open Space Management Plan means the Open Space Management Plan which is to cover all Open Space elements except details of a management company (unless known) across the Development to be prepared by the Owner at its own cost and submitted to the Council for written approval in accordance with Schedule 13;

Overarching Parking Management Plan means a parking management plan in respect of each Development to be prepared by the Owner at its own cost in accordance with Schedule 5 setting out the measures that will be deployed at the Relevant Development to ensure that parking provision at the Relevant Development is appropriately managed to include:

- (a) details of how many parking spaces will be allocated;
- (b) details of how parking spaces will be allocated;
- (c) details of the parking spaces allocated for Occupiers of Residential Units;
- (d) proposals for the location of the Car Club Bays that will be provided and the number;
- (e) details of how the Owner will address the removal or loss of any existing car parking spaces for Existing Tenants including the priority for re-provision of any existing car parking spaces to Existing Tenants in accordance with the '10 Commitments' agreed between Circle Housing Merton Priory (predecessor to the Owner) and the Council in September 2014;

Parties means the parties to this Agreement and the word **Party** shall mean any one of them;

Person includes a body of persons corporate or unincorporated;

Person or Persons with a Local Connection means:

- (a) a person or persons who immediately prior to taking up occupation of an Intermediate Housing Unit:
 - i was resident within the London Borough of Merton; or
 - ii was employed within the London Borough of Merton; or
 - iii had one or more parent children brothers or sisters resident in the London Borough of Merton; or
- (b) a person or persons who were resident in the London Borough of Merton for a minimum of one (1) year up to and including the date of their application or the date on which a decision is made on their application whichever is later; or

- (c) a person or persons detained in an institution or hospital who live in the London Borough of Merton continuously for a minimum of one (1) year prior to entering institution or hospital; or
- (d) a person or persons in the HM Armed Forces serving or having left services in the last five (5) years;

Person or Persons with a South West Sub-Region Connection means:

- (a) a person or persons who immediately prior to taking up Occupation of an Intermediate Housing Unit:
 - i was resident within the London Boroughs; or
 - ii was employed within the London Boroughs; or
 - iii had one or more parent children brothers or sisters resident in the London Boroughs; or
- (b) a person or persons who were resident in the London Boroughs during at least six (6) months in the period of twelve (12) months expiring on the date on which that person or persons takes up Occupation of an Intermediate Housing Unit; or
- (c) a person or persons who were resident in the London Boroughs during at least three (3) years in the period of five (5) years expiring on the date on which that person or persons takes up Occupation of an Intermediate Housing Unit;

Phase means any phase of a Development which is subject to a Reserved Matters Application which includes Residential Units and **Phasing** shall be construed accordingly;

Phased Delivery and Service Management Plan means in relation to each Phase of each Development a plan meeting the requirements of the Overarching Delivery and Service Management Plan;

Phased Estate Roads means the Estate Roads to be delivered with the relevant Phases in each Development;

Phased Estate Roads Maintenance and Access Plan means the supplemental plans for the Overarching Estate Roads Maintenance and Access Plan in respect of the Estate Roads to be delivered within each Phase of each Development to be submitted by the Owner to the Council for its written approval;

Phased Estate Roads Plan and Specification means the supplemental plans and design and specification (including specifications in respect of the Estate Roads and associated drainage, lighting and other necessary highway infrastructure to detail how the Estate Roads will be designed and built to at least meet the Council's adoptable standards) for the Estate Roads in respect of the Estate Roads to be delivered within each Phase of each Development to be submitted by the Owner to the Council for its written approval;

Phased Open Space Management Plan means the Open Space Management Plan for each Phase of each Development which shall include details of a Management Company (unless already provided in the Overarching Open Space Management Plan);

Phased Open Space Plan and Specification means the Open Space Plan and Specification for each Phase of each Development;

Phased Parking Management Plan means the parking management plan in respect of each Phase of a Development to be prepared by the Owner at its own cost and submitted to the Council for written approval in accordance with Schedule 5 which shall include:

- (a) any updates to the Overarching Parking Management Plan including details as to the location of the parking spaces that will be provided;
- (b) details of any restrictions that will be introduced in order to manage parking at the Development;
- (c) details of any charges that will be levied in respect of parking rights; and
- (d) details of how parking will be monitored and enforced;

Plan 1 means the plan attached to this Agreement at Appendix 1;

Plan 2 means the plan attached to this Agreement as Appendix 2;

Plan 3 means the plan attached to this Agreement at Appendix 3;

Planning Permissions means the planning permissions granted pursuant to the Applications and **Planning Permission** shall mean any one of the Planning Permissions as the context permits;

Practical Completion means depending on the context of the Agreement the substantial completion of any part or the whole of the Development as appropriate such that it is fit for its intended purpose (and, in the case of any Highway Works, physically completed and available for use by the public) and, free from defects other than minor snagging as confirmed by a certificate of practical completion or sectional practical completion or substantial completion (in relation to Highway Works) issued by the Owner's architect or other suitably qualified professional and **Completed, Completion, Practically Complete** and **Practically Completed** shall be construed accordingly;

Primary Care is the day-to-day healthcare available in every local area and the first place people go when they need health advice or treatment. It's the first stop for symptoms that are new or for concerns about physical or mental health.

Primary care includes:

- (a) GPs (general practitioners) – the family or local doctor;
- (b) chemists (pharmacies and community pharmacies);
- (c) community and practice nurses;

- (d) community midwives and health visitors;
- (e) family planning or sexual health clinics;
- (f) out of hours GP services;
- (g) dentists;
- (h) opticians and optometry (eye health); and
- (i) hearing care providers.

Primary Care Contribution means the contribution as notified by the Council to be applied towards the Primary Care Contribution Purposes as further detailed in the Primary Care Needs Assessment;

Primary Care Contribution Purposes means the provision of a Primary Care Unit on the High Path Site, or the expansion of existing Primary Care facilities within the vicinity of the High Path Site as may be necessary to mitigate the impacts of the High Path Development;

Primary Care Unit means the facility to be used for the purpose of providing Primary Care the nature and detail of which will be as described in the Primary Care Unit Proposal;

Primary Care Unit Proposal means a proposal which identifies the location and size of the proposed Primary Care Unit to be provided within the High Path Development;

Primary Care Needs Assessment means an assessment of the Primary Care needs and requirements arising from the High Path Development which shall include proposals to accommodate any additional demand arising from the High Path Development through, if necessary, the provision of a Primary Care Unit or alternatively a Primary Care Contribution;

Primary Care Operator means an organisation that proposes to provide NHS funded primary healthcare services from the Primary Care Unit;

Proposed Vehicular Crossover means the crossover(s) indicatively shown in blue on Plan 101759-RB-EL-SK003;

Protected Tenant means any tenant:

- (a) who has exercised the right to acquire pursuant to the Housing Act 1996, Housing and Regeneration Act 2008, the Housing and Planning Act 2016 or any voluntary statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) who has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) of an Intermediate Housing Unit who has acquired 100% (one hundred per cent) of the equity in that Intermediate Housing Unit; and

- (d) who has acquired an Affordable Housing Unit through social homebuy where Eligible Tenants of participating Registered Providers who occupy Eligible Properties may purchase their Affordable Housing Unit at discount either outright or on Shared Ownership Terms funded pursuant to section 19(3) of the Housing and Regeneration Act 2008;

Ravensbury Application means outline planning application (reference 17/P1718) (with layout, scale and access for approval, except in relation to parameter plans for height) for the regeneration of the Ravensbury Site (on land to the west of Ravensbury Grove) comprising the demolition of all existing buildings and structures; erection of new buildings ranging from two to four storeys providing up to 180 (one hundred and eighty) residential units (C3 use class); provision of replacement community centre (up to 160 (one hundred and sixty) sqm of Use Class D1 floor space); provision of new public realm, landscaping works and new lighting; cycle parking spaces (including new visitor cycle parking) and car parking spaces, together with associated highways and utilities works. Landscaping works are also proposed to the east of Ravensbury Grove and along Hengelo Gardens;

Ravensbury Community Centre a community centre that will mitigate against the loss of the Existing Ravensbury Community Centre to be provided on the Ravensbury Site, in accordance with the Ravensbury Community Centre Scheme, and which shall be an equal or greater floor area to the Existing Ravensbury Community Centre;

Ravensbury Community Centre Scheme means a scheme to ensure the delivery of the Ravensbury Community Centre. The scheme shall include:

- (a) a detailed design and specification of the proposed Ravensbury Community Centre;
- (b) a management plan detailing how the Ravensbury Community Centre will be managed and maintained and made available for public use;
- (c) the timetable for the delivery of the Ravensbury Community Centre; and
- (d) details of any temporary facilities that will be provided in the event that the Ravensbury Community Centre is not Practically Completed prior to the closure of or rendering unusable the Existing Ravensbury Community Centre;

Ravensbury Development means development pursuant to the Ravensbury Planning Permission;

Ravensbury Kickstart Development means the development authorised by planning consent reference 16/P1968 comprising demolition of garages on Ravensbury Grove and existing flats at 64-70 Ravensbury Grove and the redevelopment of the site to provide 21 (twenty one) residential units (C3 use class) comprising 14 (fourteen) flats and 7 (seven) dwelling houses with the 14 (fourteen) flats to be split into two part three, part four storey buildings, provision of associated vehicular access, parking, cycle and refuse storage and landscaping;

Ravensbury Park Access Scheme means a scheme to secure the delivery of the Ravensbury Park Access Improvements and including, but not limited to:

- (a) detailed design and specification of the Ravensbury Park Access Improvements, including drawings showing any necessary highway infrastructure;
- (b) proposed timetable for the delivery of the Ravensbury Park Access Improvements; and
- (c) and any other information reasonably required by the Council;

Ravensbury Park Access Improvements means:

- (a) access improvements to the Ravensbury Development via the 'Ravensbury Park' entrance on Morden Road; and
- (b) improvements to the other existing access point from the Ravensbury Development leading into Ravensbury Park near Hengelo Gardens;

Ravensbury Pedestrian and Cycle Routes Contribution means the sum to be identified by the Council Index Linked required to undertake the Ravensbury Pedestrian and Cycle Routes Measures which shall not exceed the aggregate reasonable and proper costs and expenses that will be incurred by the Council in implementing the Ravensbury Pedestrian and Cycle Routes Measures;

Ravensbury Pedestrian and Cycle Routes Study means a study in relation to the pedestrian and cycle routes within the vicinity of the Ravensbury Development which shall:

- (a) assess the safety and accessibility of such routes, and the impact of the Ravensbury Development on safety and accessibility;
- (b) examine, in particular, the existing pedestrian crossings between the entrances to Morden Hall Park and Ravensbury Park and links between and into the Ravensbury Estate; and
- (c) where the study concludes that safety and accessibility improvements are necessary as a result of the Ravensbury Development, propose the Ravensbury Pedestrian and Cycle Route Measures to address improvement found to be necessary as a result of the study ;

Ravensbury Pedestrian and Cycle Routes Measures means the measures set out in the approved Ravensbury Pedestrian and Cycle Routes Study;

Ravensbury Planning Permission means the planning permission granted pursuant to the Ravensbury Application;

Ravensbury Site means the land shown edged red on Plan 3;

Ravensbury Temporary Community Centre means the temporary community centre to be of similar size and scale to the Existing Ravensbury Community Centre and provided on the Ravensbury Site;

Ravensbury Temporary Community Centre Contribution means a sum to be determined by the Council to be expended towards making improvements to another community facility within the vicinity of the Ravensbury Site;

Ravensbury Traffic Calming Measures means measures to encourage appropriate vehicle speeds along the junction of Morden Road and Ravensbury Grove;

Ravensbury Traffic Calming Measures Contribution means the sum to be paid to the Council to be expended to lay out, construct and complete the Ravensbury Traffic Calming Measures;

Ravensbury Traffic Calming Measures Scheme means a scheme that:

- (a) identifies specific Ravensbury Traffic Calming Measures to be introduced based on need created by the Ravensbury Development;
- (b) on the basis of the Ravensbury Traffic Calming Measures proposed, evaluates the Ravensbury Traffic Calming Measures Contribution;
- (c) details the proposals for the removal of the Existing Morden Road Pedestrian Refuge such details to be approved in writing by the Council; and
- (d) details the traffic calming measures to be undertaken by the Owner at its own cost to ameliorate the impacts following the removal of the Existing Morden Road Pedestrian Refuge

Reasonable Endeavours means that it is agreed by the Parties that the Owner(s) 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 the Owner(s) 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 in the context of the Development (or part of the Development);

Recreational Facility Scheme means a scheme to ensure the delivery of the High Path Recreational Facility and the Eastfields Recreational Facility (as relevant) such scheme to include:

- (a) a detailed design and specification of the proposed Eastfields Recreational Facility and the High Path Recreational Facility;
- (b) a management plan detailing how the Eastfields Recreational Facility and the High Path Recreational Facility will be managed and maintained and made available for public use;
- (c) the timetable for the delivery of each of the Eastfields Recreational Facility and the High Path Recreational Facility; and
- (d) details of any temporary facilities that will be provided in the event that the Eastfields Recreational Facility and/or the High Path Recreational Facility are not operational prior to the closure of the Existing High Path Ball Courts and/or the Existing Eastfields Ball Court;

Refuse Strategy means a strategy for the storage and collection of waste required in order to service the needs of the Eastfields Development and High Path Development (as relevant) such Refuse Strategy to include details of an Underground Refuse System if the Owner designs such a system into the Eastfield and High Path Developments.

Relevant Reserved Matters Application means a Reserved Matters Application which:

- (a) for the purposes of Schedule 5 includes or impacts on the existing or proposed car parking arrangements or relates to the Estate Roads in respect of the Eastfields Development and/or the High Path Development and/or the Ravensbury Development;
- (b) for the purposes of Schedule 6 includes or relates to the Estate Roads;
- (c) for the purposes of Schedule 8 affects or includes the delivery and servicing arrangements as set out in the Overarching Delivery and Servicing Plan, and or includes the Residential Units and/or the Commercial Units;
- (d) for the purposes of Schedule 19 includes or relates to the Build to Rent Units delivered as part of the Relevant Development

Relocation Strategy means the strategy to be submitted to the Council for approval pursuant to Condition 48 (Bus Stop Relocation) of the High Path Planning Permission;

Replacement Housing means Market Housing which is provided for leaseholders and freeholders resident on the High Path Site, Ravensbury Site and Eastfields Site (i.e. this was their principal home) when the Owner's resident's offer was first published on 27 May 2015 and shall include successors in title to such leaseholders and freeholders;

Reserved Matters has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015 and **Reserved Matters Application** and **Reserved Matters Approval** shall be construed accordingly;

Residential Unit means any unit of residential accommodation (whether house or flat or otherwise) including any Market Housing Unit or Affordable Housing Unit permitted under the Planning Permission;

Scheme means the overall scheme comprising the Eastfields Development the High Path Development and the Ravensbury Development;

Service Charges means all amounts payable by a tenant of the relevant Affordable Housing Units as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Affordable Housing Unit;

Shared Ownership Terms means Shared Ownership Housing Units that comply with the definition of 'Intermediate Affordable Housing' contained in the National Planning Policy Framework, the Affordability Criteria and the figures published annually by the Mayor of London in the Annual Monitoring Report or any successor public authority to reflect changes in income/house prices ratios and which aim to ensure that they provide for

households with a range of incomes below the upper limit of the affordability criteria for Intermediate ownership products by providing a mix of unit sizes (measured by number of bedrooms) PROVIDED THAT in default of such figures being so published on an annual basis such sums may be amended from time to time by agreement between the Council and the RPSH having regard to changes in income/house-price ratios relating to the Council's area.

Shared Ownership Units means those Intermediate Housing Units which can be part sold and part rented and where the owner has an option to acquire up to 100% of the equity and **Shared Ownership** shall be construed accordingly;

Sites means the High Path Site the Eastfields Site and the Ravensbury Site collectively and **Site** shall mean any one of the Sites as the context permits;

Social Rent means Residential Units owned by local authorities and Affordable Housing Providers (as defined in section 80 of the Housing and Regeneration Act 2008), for which guideline target rents are determined through the National Rent Regime which may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council or with Homes England, the Greater London Authority or any relevant successor body;

Social Rented Units means the Residential Units to be used on the basis of Social Rent (subject always to compliance with paragraphs 1 and 2 of Part 1 of Schedule 2 in relation to first lets) as set out in the Baseline Affordable Housing Requirement:

Substantial Commencement means carrying out the Relevant Development up to but not exceeding the provision of the foundations and ground floor slabs of any building comprised within the Relevant Development;

TfL means Transport for London, the statutory body created by The Greater London Authority Act 1999 of Windsor House, 42-50 Victoria Street, London SW1H 0TL or such other statutory successor in title responsible for the planning, delivery and day to day operation of London's public transport system;

Topographical Plan means the plans to be approved pursuant to Conditions 13 (Finished Flood Levels) and 25 (Levels Plan) of the Ravensbury Planning Permission ;

Transfer means the transfer of the freehold or grant of a lease for a term of at least 125 (one hundred and twenty five) years unless otherwise agreed in writing with the Council and **Transferred** shall be construed accordingly;

Transport Impact Assessment means an assessment of the impact of the High Path Development on all transport modes, setting out proposals to minimise the impact of the High Path Development on the transport network and promoting measures to encourage sustainable travel. It is to set out movement options for the High Path Development using updated traffic surveys and having regard to assessments of: trip generation and distribution; junction capacity; traffic growth; refuse collection, delivery and servicing routes; impacts of changing any existing access restrictions; cyclist and pedestrian movements. The assessment shall identify the highways works, adoption and stopping up strategies; and shall include swept path analysis for the preferred option to demonstrate that vehicles for refuse collection, servicing and deliveries and emergency services can manoeuvre around the High Path Development;

Travel Plan means a residential or work place travel plan for each Phase which shall be based upon the Framework Travel Plan and which shall be submitted to and approved by the Council which shall accord with the terms of Travel Plan Development Control Guidance issued by TfL in force at the date of this Agreement which shall include as a minimum:

- (a) effective measures for the ongoing monitoring of the Travel Plan;
- (b) effective means to deliver the Travel Plan objectives; and
- (c) effective mechanisms to achieve the objectives of the Travel Plan by present and future Occupiers of the Phase in question;

Travel Plan Monitoring Report means a report prepared by the Owners annually with a copy provided to the Council on the third and fifth anniversary of implementation of the Travel Plan that shall demonstrate how the Travel Plan has been operated which shall:

- (a) be based upon the travel survey to and from the Site (**Monitoring Survey**) conducted by the Owners;
- (b) comply with TfL's format or such other format as the Council may reasonably specify; and
- (c) be submitted and approved by the Council within three months of the third and fifth anniversaries of the Travel Plan;

Underground Refuse System means a system whereby, pending collection, refuse is stored in underground chambers, rather than at surface level such system to be maintainable at the Owners expense;

Underground Refuse System Contribution means a contribution towards the reasonable and proper and proportionate additional costs that may be incurred by the Council over a five year period from first operation of an Underground Refuse System at the High Path Development and Eastfields Development (which shall include amongst other things the cost of purchasing a single specialist vehicle and costs associated with hiring an additional vehicle should the purchased vehicle break down or require servicing, all additional costs of insuring and all running costs relating to the operation of the specialist vehicles, the cost incurred from the specialist training for drivers and all reasonable costs associated with the contract variation from the existing operator), less any costs savings realised by the Council as a result of the use of an Underground Refuse System and any costs the Council would have incurred for standard refuse collection at the Relevant Development but for the Underground Refuse System;

Utilities Diversion Scheme means a strategy for each Phase detailing the following:

- (a) the routes of existing utilities apparatus within and on the boundary of the Relevant Development (including water, drainage, Council drainage, sewerage, gas, electricity and telecommunications);
- (b) the works proposed to remove or divert the said apparatus within the Development Site in order to facilitate the Development in question;

- (c) where the works mentioned at (b) above would have an adverse impact upon any utilities apparatus within the Council's adopted highway, the scheme of works shall include provisions to mitigate such adverse impacts so that suitable connections are made, any damage to the adopted highway is remedied, the Council's adopted highway is, after the works mentioned at (b) above are Practically Completed and as a minimum will be of adoptable standards; and
- (d) the timetable to carry out any works referred to at (b) and (c) above;

Utilities Works means the works as set out in the Utilities Diversion Scheme;

Waiting and Loading Bays means parking spaces identified by signposts, marks or otherwise as being subject to parking restrictions as specified;

Waiting and Loading Bays Assessment means an assessment of the waiting and loading bays currently in existence within the vicinity of the High Path Development for the period of Enabling Works, demolition, construction and operational phases and for the additional or improved waiting and loading requirements arising from the High Path Development which shall include proposals to accommodate any additional demand arising from the High Path Development;

Waiting and Loading Bays Contribution means the sum specified in the Waiting and Loading Bays Assessment which shall not exceed the aggregate reasonable and proper costs and expenses that will be incurred by the Council in implementing the Waiting and Loading Bays Measures;

Waiting and Loading Bays Measures means the measures set out in the approved Waiting and Loading Bays Assessment to mitigate against any adverse impacts to the waiting and loading bays currently in existence within the vicinity of the High Path Development (which could include temporary measures or provision of infrastructure to mitigate those impacts) and/or to provide additional or enhanced Waiting and Loading Bays;

Wheelchair Access means housing that accords with the design criteria as set out in Part M4(3) of the Building Regulations 2010 (incorporating 2015 and 2016 amendments) or any replacement of the same or housing capable of being easily adapted to provide full wheelchair access and **Wheelchair Adaptable** shall be interpreted accordingly;

Wheelchair Adaptable Units means the Affordable Housing Units built to provide Wheelchair Access;

Working Day means any day on which clearing banks in the City of London are (or would be but for a strike lock-out or other stoppage affecting such banks generally) open during banking hours.

2 **Construction of this Agreement**

2.1 In this Agreement:

2.1.1 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) part is to a part of a schedule to this Agreement;
- (e) table is to a table of a schedule to this Agreement;
- (f) recital is to a recital to this Agreement; and
- (g) plan is to a plan annexed to this Agreement;

2.1.2 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;

2.1.3 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;

2.1.4 any notice, notification, consent, approval, agreement, request, statement or details to be made, given or submitted under or in connection with this Agreement shall be made or confirmed in writing;

2.1.5 references to the Eastfields Site and/or the High Path Site and/or the Ravensbury Site (as the case may be) include any part of the respective sites;

2.1.6 references to the Council include any successor bodies to such function;

2.1.7 references to any other Party to this Agreement shall include the successors in title to that Party and to any person deriving title through or under that Party;

2.1.8 including means including without limitation;

2.1.9 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;

2.1.10 unless otherwise indicated words importing persons include firms, companies, other corporate bodies or legal entities and vice versa;

- 2.1.11 any obligation, covenant, undertaking or agreement by any Party 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; and
- 2.1.12 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 any of the Parties 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 requesting Party.

2.2 The Interpretation Act 1978 shall apply to this Agreement.

2.3 This Agreement includes the schedules, recitals and appendices to this Agreement.

3 Legal basis

3.1 This Agreement is executed by the Parties hereto as a deed and is made pursuant to section 106 of the 1990 Act with the intention that it shall bind the Owner's interests in the Sites as provided by that section.

3.2 The covenants, restrictions and requirements imposed on the Owner in this Agreement create planning obligations pursuant to and for the purposes of section 106 of the 1990 Act and the relevant provision within the 1980 Act and are enforceable against the Owner by the Council as local planning authority and local highway authority in accordance with the terms of this Agreement and in accordance with clause 3.3.

3.3 The covenants restrictions and requirements within this Agreement shall be enforceable against the Owner in respect only of its interests in the Eastfields Site and/or the High Path Site and/or the Ravensbury Site (as the case may be).

3.4 To the extent that any of the covenants, restrictions and requirements imposed in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other powers enabling in that behalf

4 Conditionality

4.1 This Agreement shall come into immediate effect save for the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development unless otherwise stated.

5 The Owner's Covenants with the Council

5.1 The Owner covenants with the Council:

5.1.1 as set out in Schedules 2 to 20 and in relation only to their respective interests in the Site;

5.1.2 not to Commence the High Path Development (or any Phase within the High Path Development), the Ravensbury Development (or any Phase within the Ravensbury Development) or the Eastfields Development (or any Phase within

the Eastfields Development) before it has served notice on the Council of the anticipated Commencement Date of the Development or Phase in question in accordance with clause 5.1.3(a)ii;

5.1.3 to notify the Council at least:

- (a) 10 (ten) Working Days prior to the occurrence of the following dates:
 - i Commencement of the Enabling Works in relation to the High Path Development;
 - ii Commencement of each Development
 - iii Substantial Commencement of each Development;
 - iv Commencement of each Phase of each Development and as part of such notification, where relevant, that as part of the Phase to be Commenced the date that:
 - i Existing High Path Ball Courts (or either of them);
 - ii Existing Eastfields Ball Court;
 - iii Existing High Path Community Centre; and/or
 - iv Existing Ravensbury Community Centre;will be closed and/or otherwise rendered unusable;
 - v Commencement of the New Market Units on the High Path Development;
 - vi The submission of the Reserved Matters Applications which includes:
 - A The 676th (six hundredth and seventy sixth) Residential Unit in the Scheme;
 - B The 1353rd (one thousandth three hundred and fifty third) Residential Unit in the Scheme;
 - C The 2029th (two thousandth and twenty ninth) Residential Unit in the Scheme;
 - vii Practical Completion of 95% (ninety five percent) of the Residential Units in the Scheme to be Practically Completed;
 - viii Occupation of the first Residential Unit within each Development;
 - ix Occupation of the first Commercial Unit within each Development (if applicable);
 - x Occupation of the first New Market Unit within each Development to be Occupied;

- xi Occupation of any Build to Rent Units within a relevant Phase of each Development;
- xii Occupation of any Residential Unit within the relevant Phase of each Development and as part of such notification, where relevant, that as part of the Phase to be Occupied
 - i the Open Space; and
 - ii the Highway Works,

for the relevant Phase will be laid out, Practically Completed and made ready for use;
- xiii Occupation of 50% (fifty percent) of the New Market Units in each Phase of each Development;
- xiv Occupation of 25% (twenty five percent) of any New Market Units in the High Path Development;
- xv Occupation of the six hundred and seventy sixth (676th), one thousand three hundred and fifty third (1353rd), two thousand and twenty ninth (2029th) and two thousand five hundred and seventieth (2570th) Residential Units in the Scheme;
- xvi Occupation of the first (1st), one hundredth (100th), two hundredth (200th), three hundredth (300th), four hundredth (400th) and six hundred and seventh (607th) New Market Unit in the High Path Development;
- xvii Occupation of ninety (90) Residential Units on each of the Ravensbury Development and the High Path Development;
- xviii Occupation of the forty first (41st) New Market Unit in the Ravensbury Development;
- xix Occupation of the one hundred and fiftieth (150th) New Market Unit in the Eastfields Development;
- xx Occupation of 75% (seventy five percent) of the Residential Units in each of the Eastfields Development and/or the Ravensbury Development;
- xxi Occupation of 75% of the Residential Units within the final Phase of each Development;
- xxii Occupation of the New Market Units on the final Phase of the High Path Development;
- xxiii the third and fifth anniversaries of the Council's approval to the Travel Plan;

- xxiv the closure or demolition of or date by which the Existing Eastfields Ball Court and/or both or either of the Existing High Path Ball Courts is to be removed or rendered unusable;
 - xxv the closure or demolition of or date by which the Existing High Path Community Centre and/or the Existing Ravensbury Community Centre is to be removed or rendered unusable;
 - xxvi Practical Completion of the last Phase of the Eastfields Development;
 - xxvii Date of Practical Completion of the Primary Care Unit to shell and core (if applicable in accordance with Schedule 16);
- (b) three (3) months prior to Enabling Works on each Phase of each Development;
 - (c) six (6) months prior to the operation of the Underground Refuse System

6 **The Council's covenants with the Owner**

The Council covenants with the Owner that it shall perform and comply with, and procure performance of and compliance with, each and every of the obligations, covenants and undertakings on the part of the Council contained in this Agreement.

7 **Financial Contributions, Indexation and Interest**

- 7.1 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.
- 7.2 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 relevant Index from the date of this Agreement until the date such sums are due.
- 7.3 All payments or financial contributions to be paid pursuant to this Agreement shall be made on the dates provided in this Agreement and if paid late shall be paid with Interest accrued calculated from the date such payments or financial contributions were due to the date of the actual payment.
- 7.4 Following receipt of any payments or financial contributions from the Owner pursuant to any obligations contained in this Agreement, the Council covenants and undertakes to:
- 7.4.1 apply such payments or financial contributions only for the purposes specified in this Agreement; and
 - 7.4.2 provide annual reports to the Owner setting out the expenditure from such payments or financial contributions in the previous 12 (twelve) month period.
- 7.5 To the extent notified and agreed by the Parties prior to the date of payment, the Council may apply all or any part of payments made under this Agreement to costs already

incurred at the date of payment in pursuit of the relevant purposes specified against such payments in this Agreement.

7.6 The Council shall return to the person who paid to the Council the original payment or financial contribution any sums from such payment or financial contribution that remain contractually uncommitted or unspent as at the 5th (fifth) anniversary of payment or such other period specified in this Agreement (whichever is the earlier) save for any such payment or contribution which is to be applied for the provision of Additional Affordable Housing.

7.7 Where sums have been paid to the Council and the Council has thereafter paid those sums to a third party then the Council's obligation to repay any such sums pursuant to clause 7.6 shall be conditional upon the repayment of any such sums by such third party to the Council and the Council shall not be obliged to repay such sums until such time as the sums have been repaid by such third party.

7.8 Where a financial contribution is payable pursuant to this Agreement, but the precise sum of such contribution is not set out in this Agreement, then such financial contribution shall only be payable by the Owner if and to the extent it is:

7.8.1 necessary to make the Development in question acceptable in planning terms;

7.8.2 directly related to the Development in question; and

7.8.3 fairly and reasonably related in scale and kind to the Development in question.

8 Notices

8.1 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:

8.1.1 if delivered by hand, the next Working Day after the day of delivery; and

8.1.2 if sent by first class post or recorded delivery post, the day 2 (two) Working Days after the date of posting.

8.2 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:

Council:

At the address set out under the heading 'Parties' at the start of this Agreement

The Owner:

The address as set out under the heading 'Parties' at the start of this Agreement.

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

9 **Satisfaction of any of the provisions of this Agreement**

9.1 Where in the opinion of the Owner any obligation, covenant, undertaking or other provision on the part of the Owner contained in this Agreement has been satisfied wholly or in part, the Owner shall be entitled to apply to the Council for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) the Council shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Sites.

9.2 Where in the opinion of the Council, any obligation, covenant, undertaking or other provision on the part of the Council contained in this Agreement has been satisfied wholly or in part, the Council shall be entitled to apply to the Owner for a notification to that effect, and where the relevant obligation, covenant, undertaking or other provision has been satisfied (wholly or in part) such Owner shall as soon as reasonably practicable issue a notification to such effect. A notification may be given that the relevant obligation, covenant, undertaking or other provision (as the case may be) has been satisfied in relation to part of the Sites (as the case may be).

9.3 Where all of the obligations, covenants, undertakings and other provisions contained in this Agreement have been satisfied wholly the Council shall remove the entry relating to this Agreement from its Local Land Charges Register.

10 **Verification and Enforcement**

Subject to the Council complying with the Owner's reasonable rules in respect of health and safety, the Owner shall permit the Council and its authorised employees agents surveyors and other representatives to enter upon the Sites and any buildings erected thereon at reasonable times and upon reasonable prior notice for the purpose of verifying whether or not the obligations contained in this Agreement are being performed and complied with **provided that** the Council shall make good any damage caused by the Council and its authorised employees, agents, surveyors and other representatives during the carrying out of such verification.

11 **Dispute Resolution**

11.1 One Party may by serving notice on the other Parties (the **Notice**) require a dispute to be referred to an Expert for determination.

11.2 The Notice must specify:

11.2.1 the nature, basis and brief description of the dispute;

11.2.2 the clause or paragraph of a Schedule or Appendix pursuant to which the dispute has arisen; and

11.2.3 the proposed Expert.

- 11.3 The Expert may be agreed upon by the Parties and in the absence of such agreement within 1 (one) month of the date that the notice is issued pursuant to clause 11.1 either Party may request that the following nominate the expert at their joint expense:
- 11.3.1 if such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;
 - 11.3.2 if such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institution of Chartered Surveyors to nominate the expert;
 - 11.3.3 if such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;
 - 11.3.4 if such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;
 - 11.3.5 if such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and
 - 11.3.6 in all other cases, the President of the Law Society to nominate the expert **provided that** if a dispute relates to a matter falling within two or more of sub-clause 11.3.1 to 11.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 11.3.1 to 11.3.5 as he thinks appropriate including joint experts.
- 11.4 If an Expert nominated or appointed pursuant to clause 11 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 11.3.
- 11.5 The Expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date of the notice of his appointment which is served on the Parties pursuant to clause 11.6.
- 11.6 Notice in writing of the appointment of an Expert pursuant to this clause 11 shall be given by the expert to the Parties and he shall invite each of the Parties 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 submissions within a further 5 (five) Working Days in respect of any such submission and material.
- 11.7 The Expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 11 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 11.8 The Expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.

11.9 If for any reason the Expert fails to make a decision and give notice thereof in accordance with this clause 11 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).

11.10 The Expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.

11.11 Nothing in this clause 11 shall be taken to fetter the Parties' ability to seek legal redress in the courts (or otherwise) for any breach of the obligations in this Agreement.

12 **No waiver**

No waiver (whether expressed or implied) by the Council of any breach or default by the Owner 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 Council from enforcing any of the said obligations, covenants or undertakings or from acting upon any subsequent breach or default in respect thereof by the Owner.

13 **Change in ownership**

The Owner agrees with the Council to give the Council written notice as soon as reasonably practical of any change in ownership of any of its interests in the Sites occurring before the relevant obligations which relate to the Owner's relevant interests have been discharged, such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of land or unit of occupation purchased by reference to a plan **provided that** disposals of individual Residential Units or Commercial Units to the prospective Occupiers of such units do not need to be notified.

14 **The Council's legal and other costs**

14.1 The Owner agrees that it will pay the Council's reasonable costs incurred in negotiating and completing this Agreement (inclusive of any such reasonable costs incurred by external consultants appointed by the Council in relation to the negotiation and completion of this Agreement) on completion of this Agreement.

14.2 The Owner shall pay to the Council the Monitoring Fees as follows:

14.2.1 50% on Commencement of each Development; and thereafter

14.2.2 the balance of the Monitoring Fee for the High Path Development payable in seven (7) instalments once every three (3) years from the due date of payment of the portion of the Monitoring Fee as set out in 14.2.1 above until the total Monitoring Fee for the High Path Development has been paid;

14.2.3 the balance of the Monitoring Fee for the Eastfields Development payable in five (5) instalments once every three (3) years from the due date of payment of the portion of the Monitoring Fee as set out in 14.2.1 above until the total Monitoring Fee for the Eastfields Development has been paid;

14.2.4 the balance of the Monitoring Fee for the Ravensbury Development payable in three (3) instalments once every three (3) years from the due date of payment of the portion of the Monitoring Fee as set out in 14.2.1 above until the total Monitoring Fee for the Ravensbury Development has been paid;

and to provide the Council with advanced notification of payment of each part of the Monitoring Fee at least five (5) Working Days before the due date of each payment as set out in clauses 14.2.1, 14.2.2, 14.2.3 and 14.2.4 hereof.

15 **Vat**

All payments given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable.

16 **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.

17 **Miscellaneous**

17.1 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 is (if and to the extent that it may properly and lawfully be construed as such) to be unaffected.

17.2 Where in this Agreement there is any reference to an expression of satisfaction certificate approval agreement or other consent to be given or made by the Council such expression of satisfaction certificate approval agreement or other consent shall be requested in writing and the Council shall not unreasonably withhold or delay the giving or making of the same.

17.3 Nothing in this Agreement restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers functions or discretions.

17.4 No person shall be liable for any breach of any of the obligations, covenants and undertakings or other provisions of this Agreement:

17.4.1 in respect of the obligations covenants and undertakings applicable to the Eastfields Site after parting with its interest in the Eastfields Site or the part to which the breach relates;

17.4.2 in respect of the obligations covenants and undertakings applicable to the High Path Site after parting with its interest in the High Path Site or the part to which the breach relates; or

17.4.3 in respect of the obligations covenants and undertakings applicable to the Ravensbury Site after parting with its interest in the Ravensbury Site or the part to which the breach relates;

but in each case without prejudice to liability for any subsisting breach arising before parting with that interest.

- 17.5 No person shall be liable for any breach of any of the obligations covenants and undertakings or other provisions of this Agreement in respect of any part of land in which they have no legal interest.
- 17.6 Subject to clause 17.7 the Chargee hereby consents to the obligations on the part of the Owner contained herein and confirms that its interest in the Sites shall be bound by the restrictions and obligations contained in this Agreement and that the security of the Chargee over the charged part of the Sites shall take effect subject to this Agreement.
- 17.7 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee (including the Chargee) from time to time who shall have the benefit of a charge or mortgage of or on any part of parts of the Eastfields Site or the High Path Site or the Ravensbury Site or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee, receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Eastfields Site or the High Path Site or the Ravensbury Site (as the case may be) or part thereof to which such obligation relates.
- 17.8 Save for the provisions of paragraphs 8-11 of Part 1 of Schedule 2 (Occupation of the Affordable Housing Units) and paragraph 4 of Part 2 of Schedule 7 (Car Free) the obligations in this Agreement shall not be binding upon any owner occupiers or tenant occupiers of Residential Units or Commercial Units or their chargees, mortgagees or receivers or against those deriving title from them nor on any statutory undertakers.
- 17.9 The Council shall register this Agreement as a local land charge.
- 17.10 This Agreement and the obligations, covenants and undertakings which it contains shall lapse and be extinguished automatically as follows:
- 17.10.1 in respect of the Eastfields Site, if the Eastfields Planning Permission lapses without the Eastfields Development being Commenced or is otherwise revoked, withdrawn or if it is modified without the consent of the Owner of the Eastfields Site;
- 17.10.2 in respect of the High Path Site, if the High Path Planning Permission lapses without the High Path Development being Commenced or is otherwise revoked, withdrawn or if it is modified without the consent of the Owner of the High Path Site; and
- 17.10.3 in respect of the Ravensbury Site, if the Ravensbury Planning Permission lapses (without the Ravensbury Development being Commenced or is otherwise revoked, withdrawn or if it is modified without the consent of the Owner of the Ravensbury Site.
- 17.11 Nothing in this Agreement shall prohibit or limit the right to develop:
- 17.11.1 any part of the Eastfields Site in accordance with a planning permission (other than the Eastfields Planning Permission);
- 17.11.2 any part of the High Path Site in accordance with a planning permission (other than the High Path Planning Permission); and

17.11.3 any part of the Ravensbury Site in accordance with a planning permission (other than the Ravensbury Planning Permission);

granted (whether or not on appeal) after the date of this Agreement.

17.12 In the event that any new planning permission(s) are granted by the Council pursuant to section 73 of the 1990 Act and unless otherwise agreed between the Parties, with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

17.12.1 the obligations in this Agreement shall (in addition to continuing to bind the relevant Site) relate to and bind all subsequent planning permission(s) in respect of the relevant Site granted pursuant to section 73 of the 1990 Act without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the 1990 Act;

17.12.2 the definitions of High Path/Eastfields/Ravensbury Application, High Path/Eastfields/Ravensbury Development and High Path/Eastfields/Ravensbury Planning Permission in this Agreement shall be construed to include references to any applications under section 73 of the 1990 Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s);

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

18 **Exclusion of contracts (Rights of Third Parties) Act 1999**

The Parties to this Agreement 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.

19 **Jurisdiction and legal effect**

19.1 This Agreement shall be governed by and interpreted in accordance with the law of England.

19.2 The provisions of this Agreement (other than this clause 19.2 which shall be effective in any event) shall be of no effect until this Agreement has been dated.

20 **Execution**

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

20.2 This Agreement may in exceptional circumstances be executed in any number of counterparts and by the Parties on separate counterparts and each counterpart shall

constitute an original of this Agreement but together the counterparts shall constitute one document.

Schedule 1

Owner's Interests in the Eastfields, High Path and Ravensbury Sites

Part A

Owner's Freehold Interests

High Path Site

Title Number	Nature of Interest
SGL7216	Freehold
SGL29816	Freehold
SGL35808	Freehold
SGL350026	Freehold
SGL435524	Freehold
SGL456726	Freehold
SGL460266	Freehold
SGL508623	Freehold
SGL510693	Freehold
SGL631846	Freehold
SGL664694	Freehold
SGL703290	Freehold
SY59164	Freehold
SY190849	Freehold
SY191585	Freehold
SY218107	Freehold
SY284669	Freehold
SY285122	Freehold
SY292903	Freehold
SY294579	Freehold
TGL121964	Freehold
TGL19724	Freehold
TGL26495	Freehold
TGL31449	Freehold
TGL31732	Freehold
TGL45185	Freehold
TGL45186	Freehold
TGL100323	Freehold
TGL101273	Freehold

Ravensbury Site

Title Number	Nature of Interest
SGL133231	Freehold
SGL138093	Freehold

SGL290463	Freehold
SGL293341	Freehold
SGL303495	Freehold
SGL307826	Freehold
SGL308075	Freehold
SGL311409	Freehold
SGL313361	Freehold
SGL323200	Freehold
SGL327147	Freehold
SGL327785	Freehold
SGL328132	Freehold
SGL328431	Freehold
SGL329416	Freehold
SGL331327	Freehold
SGL333748	Freehold
SGL356411	Freehold
SGL390842	Freehold
SGL396821	Freehold
SGL406162	Freehold
SGL408485	Freehold
SGL410133	Freehold
SGL416695	Freehold
SGL418651	Freehold
SGL439090	Freehold
SGL601897	Freehold
SGL702484	Freehold
SGL714212	Freehold
SGL714216	Freehold
SGL714236	Freehold
SGL714272	Freehold
SGL714273	Freehold
SGL714439	Freehold
SGL717815	Freehold
TGL36657	Freehold

Eastfields Site

Title Number	Nature of Interest
SGL23335	Freehold
SGL311711	Freehold
SGL314256	Freehold
SGL320245	Freehold
SGL332612	Freehold
SGL336675	Freehold
SGL342849	Freehold

SGL344899	Freehold
SGL355532	Freehold
SGL364395	Freehold
SGL369634	Freehold
SGL371783	Freehold
SGL381069	Freehold
SGL397174	Freehold
SGL400505	Freehold
SGL407460	Freehold
SGL410686	Freehold
SGL410809	Freehold
SGL415660	Freehold
SGL422373	Freehold
SGL445604	Freehold
SGL459948	Freehold
SGL469672	Freehold
SGL526154	Freehold
SGL611027	Freehold
SGL618054	Freehold
SGL630081	Freehold
TGL31914	Freehold
TGL51975	Freehold
TGL59742	Freehold
TGL73602	Freehold
TGL91655	Freehold
TGL95539	Freehold

Part B

Owner's Leasehold Interests

High Path Site

Title Number	Nature of Interest
SGL520280	Leasehold
SGL 526378	Leasehold
SGL649230	Leasehold
SGL674539	Leasehold

Part C

Third Party Interests

High Path Site

Title Number	Nature of Interest	Description of Property
SGL338887	Freehold	12 Dowman Close
SGL409766	Freehold	4 Hayward Close
SGL416860	Freehold	1 Hayward Close
SGL419253	Freehold	5 Stane Close
SGL420833	Freehold	52 Pincott Road
SGL420999	Freehold	8 Dowman Close
SGL427186	Freehold	2 Doel Close
SGL440686	Freehold	15 Dowman Close
SGL445408	Freehold	54 Pincott Road
SGL450442	Freehold	68 Nelson Grove Road
SGL454843	Freehold	60 Pincott Road
SGL463547	Freehold	17 Dowman Close
SGL468614	Freehold	1 Dowman Close
SGL491701	Freehold	3 Dowman Close
SGL503069	Freehold	14 Hayward Close
SGL516599	Freehold	19 Dowman Close
SGL523048	Freehold	4 Stane Close
SGL613555	Freehold	12 Doel Close
SGL649973	Freehold	4 Dowman Close
SGL663922	Freehold	50 Pincott Road
SGL672552	Freehold	Hubert Close
SGL714935	Freehold	South side of Merton High Street
SGL715671	Freehold	South side of Merton High Street
SY266741	Freehold	land on The North Side of High Path.
TGL41094	Freehold	11 Dowman Close
TGL41532	Freehold	18 Doel Close
TGL45100	Freehold	11 Hayward Close
TGL49187	Freehold	5 Dowman Close
TGL65361	Freehold	6 Doel Close
TGL77519	Freehold	10 Hayward Close
TGL105517	Freehold	9 Hayward Close
TGL110674	Freehold	Merton Evangelical Church
TGL111817	Freehold	9 Hayward Close
SGL325646	Leasehold	1 Merton Place
SGL392263	Leasehold	7 Norfolk House
SGL401268	Leasehold	4 Merton Place

SGL415110	Leasehold	27 Ramsey House
SGL418003	Leasehold	16 Hillborough Close
SGL424586	Leasehold	Flat 1 Tanner House
SGL427826	Leasehold	Flat 24 Norfolk House
SGL436355	Leasehold	Flat 31 Marsh Court
SGL437794	Leasehold	48 Hudson Court
SGL461565	Leasehold	7 Gilbert Close
SGL470923	Leasehold	44 May Court
SGL494750	Leasehold	Flat 56 Hudson Court
SGL496360	Leasehold	61 Marsh Court
SGL499371	Leasehold	13 Marsh Court
SGL501801	Leasehold	6 Merton Place
SGL502703	Leasehold	Flat 26 Marsh Court
SGL504724	Leasehold	14 Ryder House
SGL507853	Leasehold	30 Norfolk House
SGL508574	Leasehold	4 Becket Close
SGL509594	Leasehold	4 Mychell House
SGL510861	Leasehold	20 Eleanor House
SGL513438	Leasehold	20 Norfolk House
SGL518222	Leasehold	Flat 22 Ryder House
SGL518557	Leasehold	62 Marsh Court
SGL518843	Leasehold	38 Priory Close
SGL518978	Leasehold	16 Marsh Court
SGL518981	Leasehold	7 Mychell House
SGL519809	Leasehold	Flat 24 Marsh Court
SGL520148	Leasehold	37 May Court
SGL520824	Leasehold	21 Eleanor House
SGL523303	Leasehold	Flat 10 Lovell House
SGL525491	Leasehold	42 Priory Close
SGL525872	Leasehold	12 Lovell House
SGL530038	Leasehold	54 Hudson Court
SGL530217	Leasehold	18 Hudson Court
SGL530329	Leasehold	Flat 23 Ryder House
SGL530583	Leasehold	61 Hudson Court
SGL600325	Leasehold	7 Tanner House
SGL601822	Leasehold	18 Priory Close
SGL601999	Leasehold	Flat 4 Ryder House
SGL606220	Leasehold	2 Hudson Court
SGL607491	Leasehold	19 Gilbert Close
SGL610603	Leasehold	14 Merton Place
SGL610683	Leasehold	16 Ryder House
SGL614649	Leasehold	2 Becket Close
SGL617150	Leasehold	9 Lovell House
SGL620722	Leasehold	Flat 2 Ryder House

SGL621827	Leasehold	6 Vanguard House
SGL622180	Leasehold	Flat 10 Eleanor House
SGL622962	Leasehold	6 Priory Close
SGL623906	Leasehold	10 Ryder House
SGL623907	Leasehold	8 Marsh Court
SGL624545	Leasehold	Flat 6 Deburgh House
SGL626827	Leasehold	Flat 36 Ryder House
SGL627666	Leasehold	Flat 59 Marsh Court
SGL627825	Leasehold	6 Hudson Court
SGL628159	Leasehold	7 Lovell House
SGL630344	Leasehold	50 Priory Close
SGL630783	Leasehold	21 Marsh Court
SGL631126	Leasehold	Flat 2 Vanguard House
SGL631339	Leasehold	18 Gilbert Close
SGL632914	Leasehold	8 Mychell House
SGL633768	Leasehold	46 Priory Close
SGL635141	Leasehold	14 Gilbert Close
SGL637973	Leasehold	12 Merton Place
SGL638640	Leasehold	Flat 7 Will Miles Court
SGL639157	Leasehold	39 Priory Close
SGL639501	Leasehold	45 Marsh Court
SGL640150	Leasehold	Flat 4 Ramsey House
SGL642643	Leasehold	Flat 24 May Court
SGL643531	Leasehold	Flat 12 Norfolk House
SGL645916	Leasehold	65 Marsh Court
SGL648670	Leasehold	46 Marsh Court
SGL649188	Leasehold	43 Priory Close
SGL651397	Leasehold	Flat 40 May Court
SGL651858	Leasehold	10 Gilbert Close
SGL652733	Leasehold	9 Priory Close
SGL654452	Leasehold	Flat 43 Hudson Court
SGL654487	Leasehold	Flat 11 Hudson Court
SGL655461	Leasehold	20 Gilbert Close
SGL656889	Leasehold	33 Ryder House
SGL657006	Leasehold	18 May Court
SGL658299	Leasehold	Flat 17 Norfolk House
SGL659301	Leasehold	Flat 23 Hudson Court
SGL659369	Leasehold	Flat 9 Ramsey House
SGL659484	Leasehold	12 Priory Close
SGL660893	Leasehold	1 Deburgh House
SGL674215	Leasehold	Flat 17 Ryder House
SGL676674	Leasehold	Transformer Chamber
SGL679077	Leasehold	27 Priory Close
SGL681396	Leasehold	Flat 41 May Court
SGL682175	Leasehold	Flat 26 Hudson Court

SGL683035	Leasehold	55 Priory Close
SGL685002	Leasehold	Flat 1 Hudson Court
SGL688313	Leasehold	17 Marsh Court
SGL689350	Leasehold	Flat 1 Lovell House
SGL695081	Leasehold	Flat 27 Hudson Court
SGL718729	Leasehold	Flat 6 Eleanor House
SGL726935	Leasehold	3 Pincott Road
SGL726936	Leasehold	1 Mychell House
SGL726937	Leasehold	12 Mychell House
SGL737293	Leasehold	Flat 21 Deburgh House
SGL739962	Leasehold	12 Mychell House
SGL744508	Leasehold	1 Mychell House
SGL745254	Leasehold	22 Becket Close
SGL750680	Leasehold	Flat 10 Norfolk House
SGL752483	Leasehold	Flat 6 Ryder House
SGL753269	Leasehold	Flat 35 May Court
SGL756418	Leasehold	13 May Court
SGL756852	Leasehold	Flat 1 Marsh Court
SGL758629	Leasehold	Flat 14 May Court
SGL760198	Leasehold	Flat 5 Marsh Court
SGL765067	Leasehold	Flat 5 Marsh Court
SGL765699	Leasehold	Flat 30 Hudson Court
SGL768931	Leasehold	Flat 14 Norfolk House
SGL770570	Leasehold	Flat 62 Hudson Court
SGL772495	Leasehold	Flat 3 Ryder House
SGL780542	Leasehold	Flat 47 Marsh Court
SGL780578	Leasehold	Flat 47 Marsh Court
SGL787291	Leasehold	5 Priory Close
TGL18345	Leasehold	Flat 29 Ramsey House
TGL18981	Leasehold	10 Merton Place
TGL21815	Leasehold	10 Priory Close
TGL24072	Leasehold	3 Becket Close
TGL24401	Leasehold	Flat 53 Hudson Court
TGL24652	Leasehold	14 Becket Close
TGL24801	Leasehold	29 Priory Close
TGL28207	Leasehold	1 Doel Close
TGL28576	Leasehold	31 Priory Close and Store
TGL30219	Leasehold	Flat 17 Eleanor House
TGL31267	Leasehold	Flat 10 Mychell House
TGL31489	Leasehold	18 Ryder House
TGL32148	Leasehold	10 Tanner House
TGL34156	Leasehold	Flat 14 Deburgh House
TGL34225	Leasehold	Flat 8 Hudson Court
TGL34226	Leasehold	5 Merton Place
TGL34362	Leasehold	Flat 55 Hudson Court

TGL35457	Leasehold	1 Ryder House
TGL41302	Leasehold	16 Becket Close
TGL45190	Leasehold	32 Ryder House
TGL46552	Leasehold	2 Gilbert Close
TGL47537	Leasehold	Flat 50 May Court
TGL47553	Leasehold	8 Priory Close
TGL49179	Leasehold	22 Priory Close
TGL49257	Leasehold	32 Marsh Court
TGL52570	Leasehold	Flat 38 May Court
TGL53211	Leasehold	25 Hudson Court
TGL55842	Leasehold	44 Marsh Court
TGL64926	Leasehold	Flat 23 Norfolk House
TGL69587	Leasehold	9 Merton Place
TGL69762	Leasehold	28 Priory Close
TGL70043	Leasehold	9 Norfolk House
TGL73090	Leasehold	14 Hudson Court
TGL81134	Leasehold	25 Priory Close
TGL84615	Leasehold	58 Marsh Court
TGL85054	Leasehold	Flat 3 Norfolk House and shed
TGL88695	Leasehold	61 Priory Close
TGL99825	Leasehold	6 Gilbert Close
TGL116086	Leasehold	3 Merton Place
TGL126272	Leasehold	Flat 33 Boss House
TGL132011	Leasehold	53 Marsh Court

Ravensbury Site

Title Number	Nature of Interest	Description of property
SGL131446	Freehold	1 Ravensbury Grove
SGL135344	Freehold	6 Hengelo Gardens
SGL135345	Freehold	60 Ravensbury Grove
SGL135346	Freehold	5 Ravensbury Grove
SGL135355	Freehold	62 Ravensbury Grove
SGL135907	Freehold	11 Ravensbury Grove
SGL138280	Freehold	1 Hengelo Gardens
SGL271070	Freehold	8 Hengelo Gardens
SGL286889	Freehold	58 Ravensbury Grove
SGL290953	Freehold	3 Ravensbury Grove
SGL296174	Freehold	17 Hengelo Gardens
SGL298980	Freehold	20 Hengelo Gardens
SGL302351	Freehold	14 Hengelo Gardens
SGL311939	Freehold	3 Hengelo Gardens
SGL343521	Freehold	239 Morden Road
SGL357264	Freehold	32 Ravensbury Grove
SGL374479	Freehold	Land adjoining Hatfield Close

SGL397906	Freehold	19 Hengelo Gardens
SGL400408	Freehold	10 Hengelo Gardens
SGL404517	Freehold	22 Hengelo Gardens
SGL420296	Freehold	11 Hengelo Gardens
SGL434148	Freehold	15 Hengelo Gardens
SGL471666	Freehold	12 Hengelo Gardens
SGL478811	Freehold	18 Hengelo Gardens
SGL607752	Freehold	4 Hengelo Gardens
SGL618356	Freehold	9 Hengelo Gardens
SGL622449	Freehold	7 Ravensbury Grove
SGL624320	Freehold	7 Hengelo Gardens
SGL656041	Freehold	14 Hatfield Close
SGL777076	Freehold	Land lying to the South
TGL60667	Freehold	13 Hengelo Gardens
TGL90081	Freehold	2 Hengelo Gardens
TGL114281	Freehold	217 Morden Road
TGL136598	Freehold	201 Morden Road

SGL323393	Leasehold	4 Ravensbury Court
SGL406497	Leasehold	11 Ravensbury Court and storeroom
SGL408437	Leasehold	10 Ravensbury Court
SGL412953	Leasehold	40 Ravensbury Court
SGL414770	Leasehold	12 Ravensbury Court
SGL424433	Leasehold	45 Ravensbury Court
SGL425028	Leasehold	20 Ravensbury Court
SGL472855	Leasehold	53 Ravensbury Court
SGL492275	Leasehold	59 Ravensbury Court
SGL494834	Leasehold	51 Ravensbury Court
SGL509406	Leasehold	56 Ravensbury Court
SGL512547	Leasehold	26 Ravensbury Grove
SGL516715	Leasehold	48 Ravensbury Court
SGL519558	Leasehold	30 Ravensbury Court
SGL522912	Leasehold	23 Ravensbury Court
SGL613200	Leasehold	175 Morden Road
SGL621254	Leasehold	38 Ravensbury Grove
SGL630609	Leasehold	16 Ravensbury Court
SGL632421	Leasehold	22 Ravensbury Court
SGL641437	Leasehold	49 Ravensbury Court
SGL651761	Leasehold	28 Ravensbury Court
SGL653666	Leasehold	7 Ravensbury Court
SGL656400	Leasehold	36 Ravensbury Court
SGL658506	Leasehold	44 Ravensbury Grove

SGL753898	Leasehold	55 Ravensbury Court
SGL764394	Leasehold	31 Ravensbury Court
SGL769371	Leasehold	58 Ravensbury Court
SGL772814	Leasehold	52 Ravensbury Court
SGL776669	Leasehold	34 Ravensbury Court
SGL777852	Leasehold	19 Ravensbury Court
SY71184	Leasehold	Electricity Substation
TGL21814	Leasehold	57 Ravensbury Court
TGL31418	Leasehold	50 Ravensbury Court
TGL33044	Leasehold	17 Ravensbury Court
TGL35390	Leasehold	8 Ravensbury Court
TGL36421	Leasehold	37 Ravensbury Court
TGL63408	Leasehold	15 Ravensbury Court
TGL70450	Leasehold	10 Ravensbury Grove
TGL75147	Leasehold	14 Ravensbury Court

Eastfield Site

Title Number	Nature of Interest	Description of Site
SGL275143	Freehold	174 Acacia Road
SGL304507	Freehold	81 Clay Avenue
SGL304745	Freehold	103 Clay Avenue
SGL305285	Freehold	4 Mulholland Close
SGL305287	Freehold	3 Mulholland Close
SGL311910	Freehold	44 Clay Avenue
SGL311911	Freehold	104 Clay Avenue
SGL317591	Freehold	9 Mulholland Close
SGL319726	Freehold	114 Tuam Road
SGL322839	Freehold	40 Potter Close
SGL32395	Freehold	4 Potter Close
SGL325527	Freehold	8 Mulholland Close
SGL325729	Freehold	99 Clay Avenue
SGL327186	Freehold	45 Clay Avenue
SGL330176	Freehold	2 Thrupp Close
SGL330178	Freehold	7 Mulholland Close
SGL330179	Freehold	46 Clay Avenue
SGL330711	Freehold	42 Clay Avenue
SGL332550	Freehold	79 Clay Avenue
SGL333142	Freehold	85 Clay Avenue
SGL334200	Freehold	4 Moore Close
SGL336354	Freehold	76 Clay Avenue
SGL336355	Freehold	77 Clay Avenue
SGL336674	Freehold	120 Clay Avenue
SGL337417	Freehold	48 Clay Avenue
SGL339338	Freehold	41 Moore Close
SGL339547	Freehold	122 Clay Avenue

SGL340407	Freehold	98 Clay Avenue
SGL344492	Freehold	2 Mulholland Close
SGL355533	Freehold	82 Clay Avenue
SGL358752	Freehold	39 Potter Close
SGL361006	Freehold	60 Pains Close
SGL361369	Freehold	101 Clay Avenue
SGL362783	Freehold	86 Clay Avenue
SGL365774	Freehold	18 Mulholland Close
SGL368177	Freehold	3 Thrupp Close
SGL371587	Freehold	6 Pains Close
SGL374930	Freehold	144 Acacia Road
SGL376218	Freehold	67 Mulholland Close
SGL377169	Freehold	11 Clay Avenue
SGL378517	Freehold	14 Clay Avenue
SGL378569	Freehold	59 Pains Close
SGL379974	Freehold	4 Pains Close
SGL380937	Freehold	37 Thrupp Close
SGL381068	Freehold	43 Moore Close
SGL381725	Freehold	76 Acacia Road
SGL383801	Freehold	52 Pains Close
SGL390461	Freehold	97 Clay Avenue
SGL391946	Freehold	29 Mulholland Close
SGL396920	Freehold	2 Potter Close
SGL397697	Freehold	6 Potter Close
SGL397793	Freehold	55 Pains Close
SGL398211	Freehold	56 Pains Close
SGL401467	Freehold	56 Clay Avenue
SGL401579	Freehold	2 Pains Close
SGL402915	Freehold	178 Acacia Road
SGL403846	Freehold	40 Thrupp Close
SGL410824	Freehold	1 Moore Close
SGL411000	Freehold	94 Clay Avenue
SGL412443	Freehold	5 Thrupp Close
SGL421898	Freehold	79 Acacia Road
SGL422112	Freehold	75 Clay Avenue
SGL423970	Freehold	51 Clay Avenue
SGL423971	Freehold	152 Acacia Road
SGL435445	Freehold	154 Acacia Road
SGL438659	Freehold	44 Potter Close
SGL446355	Freehold	4 Thrupp Close
SGL449970	Freehold	14 Pains Close
SGL450641	Freehold	95 Clay Avenue
SGL452800	Freehold	32 Acacia Road
SGL465160	Freehold	73 Clay Avenue
SGL481287	Freehold	40 Moore Close

SGL482292	Freehold	69 Mulholland Close
SGL484442	Freehold	118 Clay Avenue
SGL498452	Freehold	74 Acacia Road
SGL498487	Freehold	54 Clay Avenue
SGL504186	Freehold	65 Mulholland Close
SGL505293	Freehold	52 Clay Avenue
SGL509699	Freehold	54 Acacia Road
SGL513320	Freehold	54 Pains Close
SGL515550	Freehold	7 Pains Close
SGL517326	Freehold	5 Pains Close
SGL523664	Freehold	13 Mulholland Close
SGL530492	Freehold	39 Clay Avenue
SGL600866	Freehold	19 Mulholland Close
SGL607038	Freehold	17 Mulholland Close
SGL615884	Freehold	40 Clay Avenue
SGL622169	Freehold	164 Acacia Road
SGL624228	Freehold	46 Acacia Road
SGL625764	Freehold	25 Mulholland Close
SGL633892	Freehold	53 Pains Close
SGL635705	Freehold	70 Acacia Road
SGL637916	Freehold	100 Clay Avenue
SGL646056	Freehold	14 Mulholland Close
SGL658182	Freehold	84 Clay Avenue
SGL714957	Freehold	Land at Clay Avenue
SGL755113	Freehold	2 Moore Close
SY261647	Freehold	North West of Acacia Road
SY265848	Freehold	Mitcham Vale High School
TGL24087	Freehold	80 Clay Avenue
TGL27913	Freehold	146 Acacia Road
TGL32311	Freehold	28 Clay Avenue
TGL60737	Freehold	5 Moore Close
TGL63321	Freehold	16 Mulholland Close
TGL66590	Freehold	1 Mulholland Close
TGL77158	Freehold	44 Thrupp Close
TGL80002	Freehold	170 Acacia Road
TGL87585	Freehold	30 Clay Avenue
TGL95319	Freehold	58 Pains Close
TGL95561	Freehold	6 Moore Close
TGL110299	Freehold	15 Pains Close
SGL299271	Freehold	8 Pains Close
SGL302185	Freehold	48 Acacia Road
SGL312614	Freehold	50 Clay Avenue
SGL332554	Freehold	50 Acacia Road
SGL336682	Freehold	20 Mulholland Close
SGL339256	Freehold	78 Clay Avenue
SGL376342	Freehold	3 Pains Close

SGL379148	Freehold	37 Clay Avenue
SGL386128	Freehold	168 Acacia Road
SGL412308	Freehold	119 Clay Avenue
SGL415247	Freehold	66 Mulholland Close
SGL420326	Freehold	43 Potters Close
SGL509538	Freehold	47 Clay Avenue

SGL321515	Leasehold	37 Potter Close
SGL389193	Leasehold	134 Acacia Road
SGL418915	Leasehold	43 Pains Close
SGL461762	Leasehold	46 Mulholland Close
SGL482276	Leasehold	142 Acacia Road
SGL489583	Leasehold	7 Moore Close
SGL502149	Leasehold	38 Pains Close
SGL505356	Leasehold	111 Clay Avenue
SGL510510	Leasehold	36 Clay Avenue
SGL516645	Leasehold	136 Acacia Road
SGL530327	Leasehold	34 Thrupp Close
SGL611742	Leasehold	59 Clay Avenue
SGL615710	Leasehold	21 Clay Avenue
SGL616345	Leasehold	20 Moore Close
SGL621646	Leasehold	162 Acacia Road
SGL634669	Leasehold	19 Potter Close
SGL636405	Leasehold	69 Clay Avenue
SGL638007	Leasehold	26 Pains Close
SGL640344	Leasehold	47 Mulholland Close
SGL642486	Leasehold	38 Moore Close
SGL644096	Leasehold	35 Potter Close
SGL644544	Leasehold	21 Mulholland Close
SGL644891	Leasehold	21 Potter Close
SGL646204	Leasehold	32 Potter Close
SGL648385	Leasehold	116 Acacia Road
SGL649662	Leasehold	50 Pains Close
SGL650293	Leasehold	33 Pains Close
SGL651449	Leasehold	45 Pains Close
SGL657162	Leasehold	24 Thrupp Close
SGL657736	Leasehold	15 Moore Close
SGL660343	Leasehold	35 Mulholland Close
SGL676428	Leasehold	Transformer Chamber
SGL683349	Leasehold	22 Mulholland Close
SGL715233	Leasehold	23 Pains Close
SGL745213	Leasehold	120 Acacia Road
SGL762202	Leasehold	184 Acacia Road
SGL771687	Leasehold	188 Acacia Road

SGL772809	Leasehold	16 Moore Close
SGL790053	Leasehold	12 Thrupp Close
TGL28574	Leasehold	9 Potter Close
TGL34471	Leasehold	34 Potter Close
TGL52361	Leasehold	12 Potter Close
TGL59304	Leasehold	22 Moore Close
TGL59856	Leasehold	38 Mulholland Close
TGL62064	Leasehold	62 Mulholland Close
TGL67154	Leasehold	7 Thrupp Close
TGL68416	Leasehold	32 Mulholland Close

Part D

Chargee's Interests

High Path Site

SGL7216	SY191585	TGL45185	TGL45186	TGL31732
SGL29816	SY218107	SGL703290	SY294579	
SGL35808	SY284669	SY51187	SY307463	
SGL350026	SY285122	SY59164	TGL19724	
SGL664694	SY292903	SY190849	TGL26495	

Ravensbury Site

SGL133231	SGL416695	SGL331327	SGL313361
SGL138093	SGL418651	SGL333748	SGL323200
SGL290463	SGL702484	SGL356411	SGL327147
SGL293341	SGL714212	SGL390842	SGL327785
SGL303495	SGL714216	SGL396821	SGL328132
SGL307826	SGL714236	SGL406162	SGL328431
SGL308075	SGL714272	SGL408485	SGL329416
SGL311409	SGL714273	SGL410133	

Eastfields Site

SGL23335

Schedule 2
Affordable Housing
Part 1
General (All Sites)

The Owner covenants with the Council the following:

- 1 To offer all Existing Tenants replacement Affordable Housing within the same Site as they currently reside with an Affordable Housing Tenancy which is on the same terms and tenure as their current affordable housing tenancy and subject to such Existing Tenants accepting that offer to provide that Existing Tenant with an Affordable Housing Unit on those terms and in accordance with this Schedule;
- 2 To provide the Affordable Housing Units as Affordable Rented Units save in relation to Affordable Housing Units for Existing Tenants which shall be Social Rented Units or Affordable Rented Units in accordance with their existing tenancy rights for the initial let to the Existing Tenant only and as Affordable Rented for all subsequent lets unless otherwise approved in writing by the Council;
- 3 To submit with each Reserved Matters Application that includes Residential Units for the approval of the Council:
 - 3.1 notification in writing of the proposed Affordable Housing Provider for the Affordable Housing Units which shall either be:-
 - 3.1.1 the Owner (in which case approval of the Council is not required);
 - 3.1.2 taken from the Council's Preferred List of Registered Providers or any replacement list issued by the Council from time to time (in which case approval of the Council is not required); or
 - 3.1.3 an alternative Affordable Housing Provider as proposed by the Owner and approved by the Council in writing; and
 - 3.2 an Affordable Housing Scheme in respect of the part of the Development which is the subject of the Reserved Matters Application;
- 4 Not to Commence Development on the relevant Phase until the Affordable Housing Scheme has been approved in writing by the Council through the Reserved Matters Application (the **Approved Affordable Housing Scheme**) and the proposed Affordable Housing Provider has been approved (the **Approved Affordable Housing Provider**);

Delivery and Transfer of the Affordable Housing Units

- 5 To construct and Practically Complete 100% (one hundred per cent) of the Affordable Housing Units on each Phase of the Relevant Development in accordance with the Approved Affordable Housing Scheme and (should the Approved Affordable Housing Provider not be the Owner) to Transfer the Affordable Housing Units to the Approved Affordable Housing Provider and deliver written evidence of such Transfer to the Council

prior to Occupation of 50% (fifty percent) of the New Market Units within each Phase of the Relevant Development;

- 6 Not to Occupy or permit or allow Occupation of more than 50% (fifty per cent) of the New Market Units within each Phase of the Relevant Development unless and until 100% (one hundred per cent) of the Affordable Housing Units for the relevant Phase have been Practically Completed in accordance with the Approved Affordable Housing Scheme and (should the Approved Affordable Housing Provider not be the Owner) Transferred to the Approved Affordable Housing Provider and written evidence of the Transfer provided to the Council in accordance with paragraph 7 hereof;
- 7 The Transfer by the Owner to the Affordable Housing Provider (if applicable) shall be prepared by the Owner's solicitors at the cost of the Owner and shall contain (inter alia) the following:-
 - 7.1 the grant by the Owner to the acquiring Affordable Housing Provider of the requisite rights of access light, air, support, and entry and passage of services and other rights reasonably necessary for the beneficial use and enjoyment of the Affordable Housing Units as Affordable Housing;
 - 7.2 a reservation of the requisite rights of access light, air, support and entry and passage of services and other rights reasonably necessary for the purposes of the beneficial use and enjoyment of the remainder of the Relevant Development;
 - 7.3 such other covenants as the Owner may reasonably require for the maintenance of the completed Relevant Development and the preservation of the appearance thereof but no unduly onerous or unusual covenants which conflict with the nature of the use of the Affordable Housing Units as Affordable Housing; and

Occupation of the Affordable Housing Units

- 8 Subject to paragraph 13 of this Part 1 of Schedule 2 not to Occupy or permit Occupation or the use of the Affordable Housing Units other than as Affordable Housing in accordance with the Approved Affordable Housing Scheme;
- 9 Not to Occupy or permit the Occupation of an Affordable Rented Unit and Social Rented Unit except by an Existing Tenant;
- 10 The Owner shall ensure that the first lease of any Intermediate Housing Unit shall not be granted to any person or persons other than:
 - 10.1 a Person or Persons with a Local Connection who which satisfies the Affordability Criteria PROVIDED ALWAYS THAT
 - 10.2 if the Owner has been unable to grant a lease to a Person or Persons with a Local Connection within three (3) months of first advertising the availability of the Intermediate Housing Units the Owner shall be entitled to grant the first lease or tenancy to a Person or Persons with a South West Sub-Region Connection and who which satisfies the Affordability Criteria; or
 - 10.3 if the Owner has been unable to grant a lease to a Person or Persons with a South West Sub-Region Connection within three (3) months of first advertising the availability of the

Intermediate Housing Units to Persons with a South West Sub-Region Connection the Owner shall be entitled to grant the first lease or tenancy to any person or persons who satisfies the Affordability Criteria.

11 The Owner shall ensure that the first lease of any Intermediate Housing Unit shall not be granted to any person or persons other than a Person or Persons which satisfies that Affordability Criteria PROVIDED THAT

11.1 if the Owner has been unable to grant a lease to a Person or Persons that meets the Affordability Criteria within three (3) months of first advertising the availability of the Intermediate Housing Units and FURTHER PROVIDED THAT

11.2 the Owner has demonstrated to the Council evidence of the steps taken over the three (3) month period to secure the grant of a lease to a Person or Persons that meet the Affordability Criteria, to include details of the marketing strategy used, details of how many people have seen and taken up and/or rejected the lease with a note of the justification for the refusal

the Affordable Housing Provider shall be entitled to grant the first lease or tenancy to a Person or Persons with a gross household annual income of ninety thousand pounds (£90,000) or less regardless of the unit size.

12 The availability of Wheelchair Adaptable Units to disabled persons shall be promoted and advertised including registering them with appropriate relevant websites and advertising through appropriate media;

13 The obligations in this Part 1 of Schedule 2 shall not be binding upon or enforceable against:

13.1 a tenant or leaseholder who becomes a Protected Tenant nor any chargee or mortgagee of such Protected Tenant nor any administrator, administrative receiver, fixed charge receiver including any receiver appointed under the Law of Property Act 1925 nor any other person appointed under any security documentation by such mortgagee or chargee; nor

13.2 anyone who is a successor in title or who derives title from them or any of them; nor

13.3 a mortgagee or chargee (or any receiver (including an administrative receiver) 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 (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver **provided that:**

13.3.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of one or more Affordable Housing Units and shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Units to another Affordable Housing Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation concerning the whole or any part of the

Affordable Housing Units but no other land or interests including all accrued principal monies, interest and costs and expenses; and

- 13.3.2 if such disposal has not completed within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Agreement which provisions shall determine absolutely in respect of those Affordable Housing Units;
- 14 To submit to the Council annually the Affordable Housing Mix (Subsequent Disposals) Table.

Part 2

Affordable Housing Viability Reappraisals

1 Interpretation

- 1.1 For the avoidance of doubt all reappraisals undertaken pursuant to this Agreement will be for all Sites and references to '**the Development**' and/or '**Scheme**' shall be interpreted accordingly.
- 1.2 For the purposes of this Schedule2 Part 2, the following words and terms have the meanings or are calculated as set out below:

Achieved Sales Value means the actual sales value achieved in the sale of any part or the whole of the Scheme to an independent third party (less any reasonable Incentives incurred in the construction and sale of the Scheme or any part) or where Residential Units are retained by the Owner as at the date of each Affordable Housing Reappraisal an estimate of their market value;

Actual Costs means the reasonable and proper costs incurred to deliver the Scheme up to the date upon which the respective Affordable Housing Reappraisal is undertaken;

Actual Revenues means the income received as a result of the Scheme up to the date upon which the respective Affordable Housing Reappraisal is undertaken;

Additional Affordable Housing Mix means the tables at part 5, Schedule 2 to be completed and provided by the Owner with each Affordable Housing Strategy setting out for the Relevant Development the tenures and mix of the Additional Affordable Housing Units to be delivered in the event that:

1.2.1 the Affordable Housing Reappraisal demonstrates that the Relevant Development generates a Surplus; and

1.2.2 the Additional Affordable Housing Units are to be provided On-Site or Off-Site;

Additional Affordable Housing means the additional Affordable Housing Units or a financial payment in lieu to be used towards additional Affordable Housing to be provided in accordance with the Affordable Housing Strategy as agreed by the Council in writing in the event the Affordable Housing Reappraisals demonstrate that the Relevant Development or the Scheme generates a Surplus;

Affordable Housing Reappraisal Monitoring Fee means the monitoring fee or fees to be paid by the Owner to the Council in respect of the Affordable Housing Reappraisal Work in accordance with the provisions within paragraph 5 of Part 2 of Schedule 2 hereof such fees to be recalibrated following submission of the Officers' Timesheet;

Affordable Housing Reappraisal Work means the work undertaken by the Council in reviewing, commenting and approving any information submitted for the preparation and in respect of the Financial Appraisal Model and the Affordable Housing Reappraisals and all associated work or information relating to such preparation;

Affordable Housing Strategy means a strategy or strategies to be prepared by the Owner having regard to the Council's planning and affordable housing policies detailing a range and/or combination of options for how the Owner proposes that 50% (fifty percent) of any Surplus will provide Additional Affordable Housing in the following priority order:

- (a) On-Site; or
- (b) Off-Site, provided justification has been submitted by the Owner to the Council setting out the reasons why the Additional Affordable Housing cannot be provided On-Site and the Council has given its written approval to the justification; or
- (c) a financial payment in lieu of Off-Site provision Index-Linked (from the date payment is agreed until the date payment is received) provided justification has been submitted by the Owner to the Council setting out the reasons why the Owner is unable to deliver Additional Affordable Housing Units Off-Site and the Council has given its written approval to the justification;

Where Additional Affordable Housing is to be provided On-Site and/or Off-Site the Affordable Housing Strategy shall specify:

- (d) where the Additional Affordable Housing will be located;
- (e) when the Additional Affordable Housing will be provided (ie Practically Completed and ready for occupation);
- (f) how many Additional Affordable Housing Units will be provided with confirmation of the size, internal layout (by Gross Internal Area) and number of habitable rooms of each Additional Affordable Housing Unit;
- (g) confirmation of the rental or sales levels reflecting the Council's Affordable Housing policies in place at the time of agreement of the Surplus between the Parties;
- (h) confirmation of the tenures or sub-tenures of each Additional Affordable Housing Unit by reference to the Additional Affordable Housing Mix;
- (i) in the case where New Market Units (not yet Occupied) will be converted to Additional Affordable Housing Units the method by which this is done, which shall include details of the location, timing for delivery and tenure mix;

Where a financial payment is to be made in lieu of provision of Additional Affordable Housing On-Site or Off-Site the Affordable Housing Strategy shall:

- (j) specify the amount of the financial contribution;

and the Affordable Housing Strategy should also include provisions which seek to improve the tenure or affordability of the Baseline Affordable Housing Requirement provided this is agreed in advance and in writing by the Council.

Where the Affordable Homes Cap is reached, this should be confirmed in the Affordable Housing Strategy.

Affordable Homes Cap means the maximum number of Affordable Housing Units to be delivered pursuant to the Scheme which shall be equivalent to 50% of the net number of additional Residential Units as per the example in Appendix 5 Part 2 or otherwise stated as:

Cap on affordable homes = number of replacement affordable homes across the three Sites + 50% of the net total number of additional homes across the three Sites.

Assumptions means the fixed assumptions that shall form part of each Affordable Housing Reappraisal as specified in Appendix 5 Part 1 unless expressly varied in writing between the Parties;

Car Parking Spaces means the existing parking spaces to be retained and the new car parking spaces to be provided within the Scheme;

Common Areas means:

- (a) all private roads, shared surfaces and pedestrian and/or cycle routes within the Scheme which have not been adopted by the local highways authority pursuant to its powers under the 1980 Act; and
- (b) all areas within any building comprised within the Scheme which are used in common by Occupiers and users of such buildings.

the Councils Share of the Surplus means 50% (fifty percent) of the Surplus to (to be used for the purpose of providing Additional Affordable Housing) payable as a financial sum to the Council or as Additional Affordable Housing or a combination of both;

Estimated Rental Value (ERV) means the open market rent that a property can be reasonably expected to attain based on its condition, specification, location and local market conditions at the date of valuation;

Evidence Base in relation to this Scheme means

- i the Actual Costs supported by reasonable and proper evidence including but not limited to:
 - A details of payments made or agreed to be paid in the relevant building contracts by the date of the relevant Affordable Housing Reappraisal; and
 - B details of all costs reasonably and properly incurred in carrying out the Scheme as at the date of the relevant Affordable Housing Reappraisal and as certified by an accountant or other suitably competent independent professional and providing that books will be maintained recording all items of expenditure capable of inspection by the Council or persons acting on its behalf

subject always to the Assumptions which shall apply throughout the Affordable Housing Reappraisal process;

- ii the Achieved Sales Values supported by evidence including but not limited to copies of sales contracts in respect of each completed sale at the date of the Affordable Housing Reappraisal;
- iii the Actual Revenues supported by evidence including but not limited to rental contracts in respect of each letting or lease entered into by the date of the relevant Affordable Housing Reappraisal;
- iv Projected Costs supported by a costs plan prepared by a suitably experienced quantity surveyor;
- v Projected Revenues providing estimates of projected rental income in the local market and other income for residential, employment, retail, leisure and other uses as is relevant prepared by a suitably experienced chartered surveyor;
- vi Projected Sales Values providing estimates of projected sales income in the local market supported by a market report for residential, employment, retail, leisure and other uses as is relevant prepared by a suitably experienced chartered surveyor;

Grant Funding means any funding provided by Homes England, the Greater London Authority or any other public body for the Scheme for any purpose;

Gross Development Costs (GDC) means the total costs associated with delivery of the Scheme on the special assumption that the Scheme is complete as at the date of valuation in the market conditions prevailing at that date and subject to any assumptions relating to the indexation of costs in future years;

Gross Development Value (GDV) means the total value of the Scheme on the special assumption that the Scheme is complete as at the date of valuation in the market conditions prevailing at that date and subject to any assumptions relating to the indexation of value in future years;

Incentives means incentives which are used to secure sales and lets of New Market Units and Commercial Units and which are reasonable in the light of the market circumstances prevailing at the time of the sale;

Internal Rate of Return (IRR) means a calculation to determine the profitability of an investment in which the Net Present Value of the cashflow equates to zero, taking into account both the amount and timing of income and cost;

Minimum Return Requirement (MRR) means a minimum profit allowance to the Owner reflected as:

- (a) Profit on GDV – a blended profit on GDV reflecting 20% (twenty per cent) on private sales, private rented residential and commercial income and 6% (six per cent) on affordable tenure residential income; and

- (b) NPV based on the Owner's current target IRR discount rates which shall be independently assessed for each tenure and use based on the following:
- i Private sale and commercial – 20%;
 - ii Build to Rent – 10%;
 - iii Intermediate sale – 6.5%;
 - iv Social/affordable rented – 6%;

and the Owner shall in preparing each Affordable Housing Reappraisal ensure that the development programme, timing of cost and value inputs and target IRR discount rates have been fully justified:

Net Present Value (NPV) means a financial metric used to analyse the profitability of an investment which for reappraisal purposes will reflect the profitability of the Scheme upon its Commencement, analysing the aggregate of future income and expenditure cashflows at the Commencement of the Scheme using the target IRR discount rates for respective tenures and if the NPV is calculated to be at or above zero (£0) then the Projected Return will be considered to have achieved the Minimum Return Requirement whereas if the NPV is calculated to be below zero (£0) then the Projected Return will be considered to be insufficient to meet the Minimum Return Requirement:

New Homes Tracker means a tracker to be prepared by the Owner which evidences the aggregate number (and percentage) of Residential Units;

Officers' Timesheet means the timesheets to be prepared by officers of the Council in respect of the time spent undertaking the Affordable Housing Reappraisal Work an example of which is appended at Appendix 6 hereof and references to "Officers' Timesheets" shall be construed accordingly;

Original Financial Viability Assessment means the financial viability assessment produced by Savills dated September 2017 as submitted with the Planning Applications and following review agreed upon in March 2018;

Projected Costs means those reasonable and proper forecasted costs still to be incurred in the delivery of the Scheme as at the relevant dates of the Affordable Housing Reappraisal;

Projected Return is to be presented as the profit of GDV and NPV and compared to the MRR for the purpose of determining whether a Surplus has been generated;

Projected Revenues means all income still to be realised as a result of the Scheme as at the date of the relevant Affordable Housing Reappraisal;

Projected Sales Values means as at the date an Affordable Housing Reappraisal is prepared the aggregate value any part of the Scheme would reasonably be expected to achieve (less any reasonable Incentives) on a Sale ;

Public Realm means all external areas within the Scheme to be used as public space for recreational purposes;

Review Costs means the reasonable sum to be paid by the Owner in respect of the costs incurred by any consultants appointed by the Council in undertaking the Affordable Housing Reappraisal Work which are to be discharged directly to such consultant appointed by the Council;

Sale means any of the following disposals of any part of the Scheme:

- (a) the first disposal of the freehold interest;
- (b) the first disposal of a leasehold interest of more than 21 (twenty-one) years;
- (c) where any Residential Unit is already subject to a lease of 21 (twenty-one) or more years, for creation within the first 20 (twenty) years of such lease of an equitable right to acquire the freehold interest in such Market Housing Unit; and

the term '**Sold**' shall be construed accordingly,

Saleable Area means the net sales of all areas within the Scheme as arrived at by applying the RICS code of measuring practice (excluding all Common Areas) of any part or whole of the Scheme (to include any external areas and land) measured in square feet;

Sales Contract means any of the following: a pre-sales contract (including but not limited to sales off-plan), an agreement for lease, a formal transfer or lease or any contract or arrangement relating to the freehold disposal or lease of any part of the Scheme;

Sales GDV means total revenue generated by Sales, net of reasonable incentives and sales costs;

Statutory Development Plan means the Council's adopted Core Planning Strategy (adopted 2011), Sites and Policies Plan and Policies Map (adopted 2014), South London Waste Plan (adopted 2012), the Estates Local Plan (adopted 2018) and the London Plan (adopted 2016), and any subsequent adopted planning policy, guidance or any associated statutory documents;

Surplus means the amount by which the Projected Return exceeds the Minimum Return Requirement taking the higher of the total sum derived as a result of the calculations undertaken in respect of the Profit on GDV and IRR Discount Rates; and

Transfer Agreement means the agreement dated 22 March 2010 entered into between the Council and Merton Priory Homes.

2 **The Affordable Housing Reappraisal**

2.1 Each Affordable Housing Reappraisal shall specify:

2.1.1 the level of Affordable Housing which has been approved and/or Practically Completed through previous Phases of the Scheme and the level of Affordable Housing proposed in the remaining Phases of the Scheme yet to be approved and/or Practically Completed;

2.1.2 the amount of any Grant Funding available;

- 2.1.3 the full income and costs reviews showing Actual Costs, Projected Costs, Actual Revenues, Projected Revenues and estimates of inflation;
- 2.1.4 the Assumptions as they have been agreed in this Agreement or as they have been jointly agreed to be varied between the Parties and for the avoidance of doubt any input not listed as an Assumption will remain a variable for the purpose of any future Affordable Housing Reappraisal;
- 2.1.5 any new matters to be added as an agreed Assumption on the basis that the Parties agree that the work involved in seeking to evidence such items within the Affordable Housing Reappraisal would be disproportionate to the Surplus being potentially generated;
- 2.1.6 the methodology used to calculate the Projected Return to be reflected as a financial amount and presented on both a Profit on GDV and NPV metrics;
- 2.1.7 confirmation on whether the Projected Return exceeds the Minimum Return Requirement and, if so, what amount of Surplus has been generated which, subject to being distributed on an equal 50% (fifty percent) basis between both Parties, the Council's share will be used to calculate the level of Additional Affordable Housing;
- 2.1.8 any financial contributions or costs of provision in kind arising out of this Agreement which have been paid and/or spent by the Owner or remain to be paid and/or spent by the Owner, or have been paid by the Owner to the Council but returned to the Owner as the sum was not committed or spent within timescales set out in this Agreement;
- 2.1.9 in tabular form:
- (a) the total amount of the Scheme which is Practically Completed, is under construction and has yet to Commence. This is to be presented for each Phase, shown as:
 - i the number of Residential Units by tenure type, associated car parking spaces and garden area including the Net Internal Area, the Gross Internal Area and tenure;
 - ii the number of Commercial Units and other non-residential units, including the Net Internal Area, Gross Internal Area and type.
 - iii all Public Realm and Car Parking Spaces;
 - (b) the actual and proposed phasing of the Scheme, shown by dates pre-Commencement, construction and sales period;
 - (c) the Actual Revenues and Projected Revenues for each Phase of the Scheme not yet Commenced, completed or under construction allocated by each tenure of Residential Units delivered and by type (if known at that stage) of non-residential floorspace;

- (d) the Actual Costs and Projected Costs for each Phase of the Scheme not yet Commenced, completed or under construction allocated by each tenure of Residential Units delivered and by type (if known at that stage) of non-residential floorspace;
- (e) the dates of each completed sale or letting of any area within the Scheme considered on an aggregated basis for each of the three Sites and each Phase within each Site;
- (f) the Achieved Sales Values as recorded at the Land Registry for each completed sale of any area within the Scheme as at the date of the Affordable Housing Reappraisal;
- (g) the capitalisation of income value in order to estimate GDV by applying a suitable multiplier reflecting a market investment return;
- (h) the financial values of Incentives and other reasonable sales costs;
- (i) the calculations to arrive at the Gross Development Value and Gross Development Cost;
- (j) the calculation of Projected Return and Minimum Return Requirement; and
- (k) the calculation of any potential Surplus

2.2 In the event of a dispute in relation to the Affordable Housing Reappraisal not being resolved within 3 months then either Party may refer the matter to an Expert pursuant to clause 11 of this Agreement.

3 **Financial Appraisal Model**

3.1 Not later than the submission of the first Reserved Matters Application the Owner shall submit in writing to the Council a Financial Appraisal Model for its written approval.

3.2 The Development shall not be Commenced unless the Financial Appraisal Model has been submitted to the Council for its written approval.

3.3 The Council will consider the Financial Appraisal Model and within four (4) weeks of receipt of such model the Council will confirm in writing to the Owner either:

3.3.1 that it accepts the basis and principles of the Financial Appraisal Model (the **FAM Acceptance Notice**); or

3.3.2 that it rejects (with reasons) the basis and principles of Financial Appraisal Model and if so it shall also indicate its own proposal for the basis and principles of the Financial Appraisal Model (the **FAM Non-Acceptance Notice**).

3.4 In the event of the service of a FAM Non-Acceptance Notice the Parties will seek to negotiate an agreed form of Financial Appraisal Model and in the event that the Parties are not able to agree the Financial Appraisal Model within a further six (6) week period then either Party shall be entitled to refer the matter to an Expert in accordance with clause 11 of this Agreement.

- 3.5 In the event of the service of the FAM Acceptance Notice or the positive determination of the Financial Appraisal Model by the Expert thereof the approved Financial Appraisal Model shall be used as the basis of all Affordable Housing Reappraisals undertaken pursuant to the terms of this Agreement.
- 3.6 **Affordable Housing Reappraisals**
- 3.7 The Owner covenants with the Council to submit in writing to the Council for its written approval within the timescales and with the documents set out in paragraphs 3.8.1-3.8.4 below:
- 3.7.1 an Affordable Housing Reappraisal;
 - 3.7.2 the Evidence Base; and
 - 3.7.3 provided the Affordable Housing Reappraisal demonstrates there is a Surplus, a note of what that Surplus is together with the Affordable Housing Strategy.
- 3.8 The Owner covenants with the Council to pay the Review Costs for each Affordable Housing Reappraisal at each of the following stages:
- 3.8.1 Upon the submission of the Reserved Matters Application which includes the 676th (six hundred and seventy sixth) Residential Unit in the Scheme (the **First Reappraisal**);
 - 3.8.2 Upon the submission of the Reserved Matters Application which includes the 1353rd (one thousandth three hundred and fifty third) Residential Unit in the Scheme (the **Second Reappraisal**);
 - 3.8.3 Upon the submission of the first Reserved Matters Application which includes the 2029th (two thousandth and twenty ninth) Residential Units in the Scheme (the **Third Reappraisal**); and
 - 3.8.4 Prior to the Practical Completion of 95% (ninety five percent) of the Residential Units in the Scheme to be Practically Completed (the **Final Reappraisal**)
 - 3.8.5 Provided That:
 - (a) where the preceding Affordable Housing Reappraisal was undertaken less than three (3) years before the time specified in any of stages in paragraphs 3.8.1 to 3.8.4 then the Second Reappraisal Third Reappraisal or Final Reappraisal (as applicable) shall be submitted with the next Reserved Matters Application after the Reserved Matters Application relating to the triggers in the stages in paragraphs 3.8.1 to 3.8.4; and
 - (b) Provided Further That where the preceding Affordable Housing Reappraisal was undertaken more than five (5) years before the times specified in any of the stages in paragraphs 3.8.2 to 3.8.4 then the Second Reappraisal Third Reappraisal or Final Reappraisal as applicable shall be submitted with the next Reserved Matters Application to be submitted.

- 3.9 In the event that the Council or its consultant requires further information on or changes to the Affordable Housing Reappraisal and/or the Evidence Base and/or (in the event a Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus and/or the Affordable Housing Strategy as submitted pursuant to paragraph 3.7 of this Part 2 of Schedule 2 then the Owner shall provide any reasonably required information or changes on the documents referred to herein to the Council within 10 (ten) Working Days (or such other period agreed between the Parties) of the request from the Council or it's consultant and that this process may be repeated until the Council and/or its consultant has all the information it reasonably requires.
- 3.10 In the event that the Parties acting reasonably are not able to agree the Affordable Housing Reappraisal and/or the Evidence Base and/or (if any Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus within 3 (three) months of it being submitted by the Owner to the Council either Party shall be entitled to refer the matter to an Expert in accordance with clause 11 of this Agreement.
- 3.11 In relation to the Affordable Housing Strategy:
- 3.11.1 the Council shall have the final say (acting reasonably) in determining the location, timing and tenure mix of the Additional Affordable Housing Units to be delivered On-Site or Off-Site;
- 3.11.2 provided justification has been given in writing detailing the reasons why the Owner is unable to deliver the Additional Affordable Housing Units On-Site or Off-Site to the Council's satisfaction the Council may agree to accept a financial sum in lieu of the provision of the Additional Affordable Housing Units; and
- 3.11.3 in the event that there is a dispute in respect of the above the matter shall be referred to an Expert by either Party pursuant to clause 11 of this Agreement for determination.
- 3.12 The Owner covenants not to cause or permit Occupation of more than 676 (six hundred and seventy six) of the Residential Units in the Scheme until:
- 3.12.1 the Review Costs for the First Reappraisal have been paid to the Council; and
- 3.12.2 the First Reappraisal, the Evidence Base, (and in the event a Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus and the Affordable Housing Strategy have all been approved in writing by the Council or determined by the Expert.
- 3.13 The Owner covenants not to cause or permit Occupation of the Phase which relates to the Reserved Matters Application with which the Second Reappraisal was submitted until:
- 3.13.1 the Review Costs for the Second Reappraisal have been paid to the Council; and
- 3.13.2 the Second Reappraisal, the Evidence Base, (and in the event a Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus and the Affordable Housing Strategy have all been agreed by the Council or determined by the Expert.

- 3.14 The Owner covenants not to cause or permit Occupation of the Phase which relates to the Reserved Matters Application with which the Third Reappraisal was submitted until:
- 3.14.1 the Review Costs for the Third Reappraisal have been paid to the Council; and
- 3.14.2 the Third Reappraisal, the Evidence Base, (and in the event a Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus and the Affordable Housing Strategy have all been agreed by the Council or determined by the Expert.
- 3.15 The Owner covenants not to cause or permit Occupation of the Phase which relates to the Reserved Matters Application with which the Final Reappraisal was submitted until:
- 3.15.1 the Review Costs for the Final Reappraisal have been paid to the Council; and
- 3.15.2 the Final Reappraisal, the Evidence Base, (and in the event a Surplus is identified as a result of the Affordable Housing Reappraisal) the Surplus and the Affordable Housing Strategy have all been agreed by the Council or determined by the Expert.
- 3.16 The Council will consider each Affordable Housing Reappraisal, Evidence Base, Surplus and Affordable Housing Strategy for the Relevant Development and provide within three months of the Council's acceptance of those documents stated herein or the completion of the process set out in paragraph 3.10 confirmation in writing of its acceptance of each of the stated documents.
- 3.17 Where a Surplus is identified following the First Reappraisal, the Second Reappraisal and/or the Third Reappraisal and the Additional Affordable Housing is to be provided
- 3.17.1 On-Site
- (a) the Additional Affordable Housing shall be delivered by the Owner within 5 (five) years of the date of the Council's approval in writing of each Affordable Housing Strategy PROVIDED THAT the Phase(s) to be Completed within that 5 (five) year period incorporate at least 50% (fifty percent) of the New Market Units for that Phase (that is that 50% (fifty percent) of the Residential Units for that Phase shall be New Market Units) such that the New Market Units can be converted to Affordable Housing Units.
- (b) where a Phase proposes predominantly Affordable Housing and Replacement Housing the Owner would not be obliged to deliver the Additional Affordable Housing Units within that Phase but the Owner covenants to deliver the Additional Affordable Housing Units within the next Phase which incorporates at least 50% (fifty percent) New Market Units;
- 3.17.2 Off-Site or by way of a financial sum
- (a) to construct, Practically Complete and make ready for Occupation the Additional Affordable Housing Units Off-Site within 5 (five) years of Council's approval in writing to each Affordable Housing Strategy; or

- (b) not later than 5 (five) years of the Council's approval in writing to each Affordable Housing Strategy pay the Council's Share of the Surplus as a financial sum in lieu of delivery of the Additional Affordable Housing Units Off-Site; or
- (c) where (a) the Council's Share of the Surplus amounts to a sum which is not enough to provide Additional Affordable Housing or (b) Additional Affordable Housing has been provided but there is a remaining balance which has to be discharged by way of a financial sum to pay the Council's Share of the Surplus or the balance of such Surplus as a financial sum not later than 5 (five) years of the Council's approval in writing to each Affordable Housing Strategy.

3.18 In respect of the Final Appraisal the Owner shall:

- 3.18.1 construct, Practically Complete and make ready for Occupation the Additional Affordable Housing Units Off-Site within 4 (four) years of the Final Reappraisal being approved by the Council in writing or determined by an Expert in accordance with clause 11; or
- 3.18.2 not later than 4 (four) years of the Final Reappraisal being approved by the Council in writing or determined by an Expert in accordance with clause 11 to pay the Council's Share of the Surplus as a financial sum in lieu of delivery of the Additional Affordable Housing Units Off-Site; or
- 3.18.3 where (a) the Council's Share of the Surplus amounts to a sum which is not enough to provide Additional Affordable Housing or (b) Additional Affordable Housing Units have been provided but there is a remaining balance which has to be discharged by way of a financial sum to pay the Council's Share of the Surplus or the balance of such Surplus as a financial sum not later than 4 (four) years of the Final Reappraisal being approved by the Council in writing or determined by an Expert in accordance with clause 11.

3.19 The Owner will maintain and submit to the Council the New Homes Tracker upon submission of each Reserved Matters Application which includes more than 9 (nine) Residential Units.

4 **The Surplus**

4.1 If the Parties agree that a Surplus is generated as a result of the Affordable Housing Reappraisal then the Owner shall:

- 4.1.1 divide the Surplus by two to reflect the total financial amount available for reallocation to Additional Affordable Housing Units and demonstrate how any reallocation results in the MRR being achieved.
- 4.1.2 The Owner shall have regard to the Council's planning and affordable housing policies as set out in the Statutory Development Plan at the time of each Affordable Housing Reappraisal subject always to the Affordable Homes Cap.

- 4.1.3 The Owner shall when presenting the various options reflect values for the tenures of Additional Affordable Housing as agreed through the respective Affordable Housing Reappraisal.
- 4.1.4 For the avoidance of doubt pursuant to each Affordable Housing Reappraisal there shall be no reduction in the Baseline Affordable Housing Requirement.
- 4.2 The Surplus shall be used for the provision of Additional Affordable Housing (through delivery of Additional Affordable Housing Units and/or the payment of the Council's Share of the Surplus) until the Affordable Homes Cap is reached.
- 4.3 An example of the working of the Affordable Homes Cap is provided in Appendix 2.
- 4.4 If the Affordable Homes Cap is reached at any point no further Affordable Housing Reappraisals shall be required to be submitted to the Council and the provisions of this Schedule 2 Part 2 shall cease to apply.
- 5 The Affordable Housing Monitoring Fee**
- 5.1 The Owner hereby covenants with the Council to pay the Affordable Housing Reappraisal Monitoring Fee in accordance with the table set out below:

Detail of Affordable Housing Reappraisal Work	Outline Details (works to include but not exclusive to)	Time in Days/Hours (based on a seven hour day)	Estimated Affordable Housing Reappraisal Monitoring Fee	Trigger for payment
A) Financial Appraisal Model	(a) reviewing and seeking instructions from the Council's consultant on the Financial Appraisal Model (FAM); (b) reviewing the consultant's response once received and time for service the notice of approval or refusal. (c) If the latter is served, time will then be spent negotiating the agreed form of FAM (d) if the FAM is not agreed time spent going to arbitration.	2-3 days (21 hours)	£1,050	First Reserved Matters Application to be submitted to the Council for approval

B) AH Reappraisal	<p>(a) receiving and reviewing each of the four reappraisals;</p> <p>(b) briefing the Council's consultant on the documentation to review;</p> <p>(c) consideration of the consultant's response once received;</p> <p>(d) time for requesting further information for the reappraisal/s, the evidence base, the AH strategy or the basis on which the surplus, if any, has been calculated;</p> <p>(e) if the reappraisal is not agreed, time spent going to arbitration.</p>	10 days (for each of the 4 reappraisals) (280 hours)	£3,500 per Reappraisals	On submission of each Affordable Housing Reappraisal as set out in paragraphs 3.8.1-3.8.4 of Part 2 of Schedule 2
C) Monitoring Delivery of additional AH (Surplus realised)	Officers' time for monitoring the delivery of AH units, in accordance with the AH strategy, across the three sites if on-site, or off-site or by way of a payment in lieu – note delivery is to occur within 5 years from the Council's written approval to the AH strategy in respect of the first 3 reappraisals and within 4 years of the final reappraisal being approved by the Council.	20 days (140 hours)	£1,750 per Affordable Strategy (where a Surplus is identified)	Within 20 Working Days of the Council's written approval of each Affordable Housing Strategy where a Surplus has been identified in accordance with paragraph 10 of Part 2 of Schedule 2

5.2 The Parties hereby agree the following:

5.2.1 that the Council will submit the Officer's Timesheets within 10 Working Days of the following:

- (a) the Council's written approval of the Financial Appraisal Model;
- (b) the Council's written approval of each Affordable Housing Reappraisal;
- (c) the date which is the 5th year anniversary of the date of the Council's written approval of the First Reappraisal, the Second Reappraisal and the Third Reappraisal or such other period which may be agreed between the Council and the Owner;

(d) the date which is the 4th year anniversary of the date of the Council's written approval of the Fourth Reappraisal or such other period which may be agreed between the Council and the Owner; and

5.2.2 should the Council identify a shortfall in the quantum paid in respect of the Affordable Housing Reappraisal Monitoring Fee following submission of each Officer's Timesheet the Council will notify the Owner and the Owner will pay to the Council within 10 Working Days of such notification the balance required to make up such shortfall;

5.2.3 should the Council identify a surplus paid in respect of the Affordable Housing Reappraisal Monitoring Fee following submission of each Officer's Timesheet the Council will notify the Owner of that surplus which shall be deducted from the next payment due from the Owner under the table at paragraph 5.1 of this Part 2 of schedule 2 save where there are no further payments due the Council shall repay the surplus to the Owner within 10 Working Days of notification;

5.2.4 once the Affordable Homes Cap has been reached the Owner will no longer be required to pay the Affordable Housing Reappraisal Monitoring Fee.

Part 3

Council's List of Preferred Affordable Housing Providers

Developing Registered Providers in Merton

<p>Wandle Housing Association</p> <p>Peter Beggan Land Manager Tel – 0208 682 7301 peterb@wandle.com</p>	<p>L & Q Group</p> <p>Contact- Jan Mackey Land Manager Tel – 0300 456 9998 ext 6360 jmackey@lqgroup.org.uk</p>
<p>Notting Hill Housing Group</p> <p>Shoreh Halfezi Senior Project Manager Tel – 0203 815 0317 SHalfezi@nhhg.org.uk</p>	<p>Thames Valley</p> <p>Contact- Tim Preston Land and New Business Manager Tel – 020 8607 0556 Tim_Preston@tvha.co.uk</p>
<p>Clarion Housing Group</p> <p>Contact – Paul Quinn Director of Merton Regeneration Tel – 020 3784 5284 paul.quinn@clarionhg.com</p>	<p>Viridian</p> <p>Contact – Cheryl Scott Project Manager -Development Tel – 0203 202 0258 Cheryl.Scott@optivo.org.uk</p>
<p>Ability Housing</p> <p>Contact – Paul Herbert Development Manager PaulH@ability-housing.co.uk Tel - 01784495635</p>	<p>Paragon</p> <p>Contacts – Chris Marchant / Liz Le Gresley Development Managers CMarchant@ParagonCHG.co.uk Elegresley@paragonCHG.co.uk Tel – 01932235879</p>
<p>Moat</p> <p>Contact – Kim McGregor</p>	<p>Amicus Horizon</p> <p>Contact – Joanne Maunders</p>

Head of New Business Development Tel – 0845 359 6441 Kim.Mcgregor@moat.co.uk	Development Manager Tel- 0208 726 8637 Joanne.Maunders@optivo.org.uk
Catalyst Contact – Chris Struthers Planning Manager Chris.Struthers@chg.org.uk	

Part 4

Table 1

Indicative Housing Mix

Ravensbury (including Ravensbury Kickstart)

Tenure	1 Bed	2 Bed	3 Bed	4 Bed	Total Units	Total Habitable Rooms	% Affordable and Private Homes on a Units Basis	% Affordable and Private Homes on a habitable Room Basis
Affordable (Rent)	41	15	37	17	110	418	55	57
Private	35	19	33	4	91	316	45	43
Total	76	34	70	21	201	734		
% Unit Size	38	17	35	10				

Part 4

Table 2

Indicative Housing Mix

Eastfields

Tenure	Studio	1 Bed	2 Bed	3 + Bed	Total Units	Total Habitable Rooms	% Affordable and Private Homes on a Units Basis	% Affordable and Private Homes on a habitable Room Basis
Affordable (Rent)	0	107	111	44	262	742	33	31
Private	0	208	208	122	538	1649	67	69
Total	0	315	319	166	800	2391		
% Unit Size	0	39	40	21				

Part 4

Table 3

Indicative Housing Mix
High Path (including High Path Kickstart)

Tenure	Studio	1 Bed	2 Bed	3 Bed	4 Bed	Total Units	Total Habitable Rooms	% Affordable and Private Homes on a Units Basis	% Affordable and Private Homes on a habitable Room Basis
Affordable (Rent)	0	114	168	68	7	357	1039	21	23
Private	163	461	588	130	5	1347 ¹	3394	79	77
Total	163	575	756	198	12	1704	4433		
% Unit Size	10	34	44	12	1				

¹ The High Path Application assumed 378 of the 1347 private units would be Build to Rent in the indicative housing mix

Part 5

Table 1

**Additional Affordable Housing Mix
(following Affordable Housing Reappraisal)²**

(Scheme)	1 bed	2 beds	3 beds	4 beds	Total Units	Total Habitable Rooms	% Affordable on a Unit Basis
<u>Tenure</u>							
Discount Market Rent/sale							
London Living Rent							
London Shared Ownership							
Affordable Rent							
London Affordable Rent							
Social Rent							

² Note: This should reflect a range of affordable housing tenures – e.g. discount market rent/sale, Affordable Rent, London Living Rent etc. and be in line with the Council's development plan policies.

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Part 5

Table 2

**Additional Affordable Housing Mix
(following Affordable Housing Reappraisal)
Off-Site³**

Off-Site	1 bed	2 beds	3 beds	4 beds	Total	Total Habitable Rooms	% Affordable on a Unit Basis
Tenure							
Discount Market Rent/sale							
London Living Rent							
London Shared Ownership							
Affordable Rent							
London Affordable Rent							
Social Rent							

³ Note: This should reflect a range of affordable housing tenures – e.g. discount market rent/sale, Affordable Rent, London Living Rent etc. and be in line with the Council's development plan policies.

Part 6

Affordable Housing Mix (Subsequent Disposals)

	Tenure at subsequent disposal	1 bed	2 beds	3 beds	4 beds	Total	% Affordable on a Unit Basis
Ravensbury							
Eastfields							
High Path							

Schedule 3

Highway Works within London Borough of Merton

(All Sites)

The Owner covenants with the Council as follows:

- 1 Prior to Commencement of each Phase of each Development the Owner shall submit a Highway Works Scheme in relation to the relevant Phase of the Relevant Development and shall not Substantially Commence Development of the relevant Phase of the Relevant Development until the Highway Works Scheme for the relevant Phase has been approved in writing by the Council **provided that** the Parties may agree in writing (acting reasonably) that a particular Phase will not include Highways Works in which case this restriction shall be discharged in respect of that Phase only;
- 2 Prior to Occupation of any Residential Unit within the relevant Phase of the Relevant Development in which the Highway Works are being undertaken to carry out and Practically Complete the relevant Highway Works within each Phase of each Development in accordance with the approved Highway Works Scheme and any relevant highways agreements that have been entered into pursuant to this Schedule to the reasonable satisfaction of the Council;
- 3 Not to Occupy any Residential Unit within the relevant Phase of the Relevant Development in which the Highway Works are being undertaken unless and until the relevant Highway Works have been carried out and Practically Completed in accordance with the approved Highway Works Scheme and any relevant highways agreements that have been entered into;
- 4 To lay out and Practically Complete to the Council's reasonable satisfaction all of the Highway Works prior to first Occupation of 75% (seventy-five percent) of the Residential Units in the final Phase of the Relevant Development;
- 5 Not to first Occupy or allow or permit first Occupation of any more than 75% (seventy-five percent) of the Residential Units in the final Phase of the Relevant Development unless and until all of the Highway Works across the Relevant Development have been laid out and Practically Completed to the Council's reasonable satisfaction;
- 6 In the event that an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act provides for financial payment to the Council to enable the Council to carry out all or any part of the Highway Works the Council shall carry out the Highway Works in accordance with the Highway Works Scheme and the timescales set out in this Schedule 3.

Schedule 4

Bus Stop Improvement Works

(Eastfields Development and Ravensbury Development)

The Owner covenants with the Council as follows:

- 1 The Owner shall submit a Bus Stop Scheme in respect of the Eastfields Development and the Ravensbury Development to the Council and TfL for approval prior to Commencement of the Relevant Development and shall not Substantially Commence the Relevant Development until the Council and TfL have approved the Bus Stop Scheme applicable to that Development;
- 2 Where the Bus Stop Scheme identifies the need for the Bus Stop Improvement Works, the Owner shall work with the Council and TfL to evaluate the sums (being the Bus Stop Improvement Contribution) required to be paid by the Owner as a result of the Relevant Development to fund the Bus Stop Improvement Works;
- 3 Where paragraph 2 applies the Owner shall pay to the Council the relevant Bus Stop Improvement Contribution:
 - 3.1 prior to Occupation of the 150th (one hundred and fiftieth) Market Housing Unit on the Eastfields Development; and
 - 3.2 prior to Occupation of the 41st (forty first) Market Housing Unit on the Ravensbury Development;
- 4 Where paragraph 2 applies the Owner shall not Occupy or allow or permit Occupation of:
 - 4.1 more than 150 (one hundred and fifty) Market Housing Units on the Eastfields Development; and
 - 4.2 more than 41 (forty one) Market Housing Units on the Ravensbury Development,until it has paid the relevant Bus Stop Improvement Contribution to the Council and the Council has confirmed receipt of the same in writing.

Schedule 5

Parking Management Plan

(All Sites)

The Owner covenants with the Council as follows:

- 1 in respect of each Development, to submit for the Council's written approval as part of the first Relevant Reserved Matters Application for the Relevant Development an Overarching Parking Management Plan and not to Commence the Relevant Development without an Overarching Parking Management Plan having been approved by the Council in writing;
- 2 in respect of each Phase of each Development, to submit for the Council's approval the Phased Parking Management Plan prior to Occupation of the Relevant Phase and not to Occupy the Relevant Phase without the Phased Parking Management Plan having been approved for that Phase;
- 3 in the event that either of the Parties identify any revisions and/or amendments that are required to be made to the Overarching Parking Management Plan or Phased Parking Management Plan for any Development following approval by the Council, to submit such revisions and/or amendments as required to the Council for its written approval;
- 4 to implement the Full Parking Management Plan in relation to the Relevant Development and thereafter to operate the Relevant Development in accordance with the relevant Full Parking Management Plan in perpetuity;
- 5 not to Occupy any Phase on each Development without having implemented the Full Parking Management Plan for that Phase;
- 6 to provide written details to the Council of the Management Company responsible for managing the car parking spaces within 10 Working Days of the appointment of the Management Company, such detail to include a copy of the certificate of incorporation, its structure and funding plans;
- 7 to ensure that the car parking spaces from the time of laying out and completion are maintained in accordance with the Full Parking Management Plan and to keep them maintained until such time as they are transferred to the Management Company **PROVIDED THAT** it is agreed that it shall be a term of the appointment of the Management Company that the transfer is on the condition that they shall manage and maintain the car parking spaces in accordance with the Full Parking Management Plan as approved in writing by the Council; and
- 8 not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Relevant Development shall have been demolished or unless the Council has otherwise first agreed in writing.

Schedule 6

Estate Roads

Part 1

Delivery of Estate Roads

(All Sites)

The Owner covenants with the Council as follows:

- 1 In respect of each Development, to submit for the Council's written approval as part of the first Relevant Reserved Matters Application for the Relevant Development an Overarching Estate Roads Maintenance and Access Plan and an Overarching Estate Roads Plan and Specification and not to Commence the Relevant Development without the Overarching Estate Roads Maintenance and Access Plan and the Overarching Estate Roads Phasing Plan and Specification being approved in writing by the Council;
- 2 In respect of each Phase of each Development which includes Estate Roads to submit for the Council's written approval prior to Commencement of Development of the relevant Phase the Phased Estate Roads Plan and Specification and shall not Commence Development of that Phase without the Phased Estate Roads Phasing Plan and Specification having been approved in writing by the Council;
- 3 In respect of each Phase of each Development which includes Estate Roads to submit for the Council's written approval prior to Occupation of the relevant Phase the Phased Estate Roads Maintenance and Access Plan and shall not Occupy that Phase without the Phased Estate Roads Maintenance and Access Plan having been approved in writing by the Council;
- 4 In the event that either of the Parties identify any revisions and/or amendments that are required to be made to the Overarching Estate Roads Maintenance and Access Plan and/or the Overarching Estate Roads Plan and Specification and/or Phased Estate Roads Maintenance and Access Plan and/or the Phased Estate Roads Plan and Specification for any Development following approval in writing by the Council, to submit within 10 (ten) Working Days such revisions and/or amendments as required to the Council for its written approval;
- 5 Prior to Occupation of any Residential Unit in a Phase of each Relevant Development to Practically Complete the Phased Estate Roads in accordance with the Phased Estate Roads Plan and Specification and any relevant highways agreements to the reasonable satisfaction of the Council and not to Occupy or permit Occupation of any Residential Unit in a Phase of each Relevant Development until the Phased Estate Roads have been Practically Completed;
- 6 Prior to Occupation of 75% (seventy-five percent) of the Residential Units in the final Phase of the Relevant Development to lay out and Practically Complete in accordance with the Full Estate Roads Plan and Specification all of the Estate Roads within each Relevant Development;

- 7 Following completion of the Phased Estate Roads to manage and maintain the Phased Estate Roads in accordance with the Phased Estate Roads Maintenance and Access Plan as approved by the Council in writing.
- 8 Not to Occupy or allow or permit Occupation of more than 75% (seventy-five percent) of the Residential Units in the final Phase of the Relevant Development unless and until the Estate Roads in each Relevant Development have been laid out and Practically Completed to the Council's reasonable satisfaction; and
- 9 **For the avoidance of doubt** all the Estate Roads when laid out and Practically Completed should comply with the Full Estate Roads Phasing Plan and Specification and be operated not otherwise than in accordance with the Full Estate Roads Maintenance and Access Plan both as approved in writing by the Council (subject to any variations that may be agreed in writing between the Owner and the Council).

Part 2

Management, Maintenance and Access of Estate Roads

(All Sites)

The Owner covenants with the Council as follows:

- 1 To manage and maintain and allow public access on foot, bicycle and vehicles for the life of the Development to each Estate Roads pursuant to the Full Estate Roads Maintenance and Access Plan as approved in writing by the Council (save for those where controlled or limited access is proposed and agreed under a Estate Roads Maintenance and Access Plan) **provided that** the Owner may subject to at least 10 (ten) Working Days' advance notice (save in respect of cases of emergency danger to the public) being given to the Council in writing temporarily close and/or temporarily prevent public use or access to the land forming part of the Estate Roads for reasons including:
 - 1.1 the maintenance, repair, renewal, cleaning or other required works to the Estate Roads;
 - 1.2 the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or buildings (including the Development) or any services or service media serving such building or buildings now or hereafter on the land adjoining the Estate Roads or any part thereof (including the erection of scaffolding);
 - 1.3 in cases of emergency or danger to the public;
 - 1.4 any other sufficient cause approved by the Council;
 - 1.5 vehicular and other servicing of the Development including vehicular and pedestrian access and egress to and from the Development at the time and for the periods to have been agreed previously with the Council;
 - 1.6 the maintenance, repair, renewal, cleaning or other required works to the Development abutting the Estate Roads (including works of shop fitting or other structural or non-structural works and/or alterations);
 - 1.7 the withdrawal of areas used in association with the Development for tables, chairs, planters, screens and other structures subject to securing written approval from the Council; and
 - 1.8 any temporary closure required in connection with works to an adjoining adopted highway and **for the avoidance of doubt** any such closures will be a) subject to advance approval in writing by the Council, b) affect a small area of the Estate Roads for the minimum period of time (i.e. not more than three consecutive days at a time) and c) the Owner shall if required provide alternative means of access and egress to prevent delays in the flow of traffic;
- 2 The Owner may, by agreement with the Council in writing, make and enforce such reasonable rules and regulations governing access to the Estate Roads as it may from time to time consider necessary and appropriate to control the use of the Estate Roads and shall send to the Council by way of consultation before they are brought into force a copy of any rules and regulations so made and shall inform the Council in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force;

- 3 To provide written details to the Council of the Management Company responsible for managing the Estate Roads, such detail to include a copy of the certificate of incorporation, its structure and funding plans;
- 4 The Owner shall ensure that all Estate Roads from the time of laying out and completion are maintained in accordance with the Full Estate Roads Maintenance and Access Plan (subject to any variations that may be agreed in writing between the Council and the Owner from time to time) and shall keep them maintained until such time as they are transferred to the Management Company **PROVIDED THAT** it is agreed that it shall be a term of the appointment of the Management Company that the transfer is on the condition that they shall manage and maintain the Estate Roads in accordance with the Full Estate Roads Maintenance and Access Plan as approved in writing by the Council; and
- 5 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.

Schedule 7

Parking Controls

(All Sites)

Part 1 - CPZs

- 1 The Council may serve up to 3 (three) CPZ Consultation Demand Notices to the Relevant Development upon the Owner in each Five Year Period **provided that** the Council may not serve more than 3 (three) CPZ Consultation Demand Notices in each Five Year Period in respect of the Relevant Development.
- 2 The Owner shall pay the CPZ Consultation Contribution to the Council within 20 (twenty) Working Days of receipt of the relevant CPZ Consultation Demand Notice in each Five Year Period **provided that** the Council has not already served 3 (three) CPZ Consultation Demand Notices in the same Five Year Period in respect of the Relevant Development.
- 3 Notwithstanding paragraphs 1 and 2 the Owner may request (and on receipt of such request the Council may at its discretion carry out) a statutory consultation exercise in relation to a proposal to create a CPZ and shall be liable for the related CPZ Consultation Contribution and in such circumstances the Council shall be deemed to have served a CPZ Consultation Demand Notice in the relevant Five Year Period within which the CPZ Consultation Contribution was paid. The Owner may also elect to pay a CPZ Consultation Contribution at any time in advance of a CPZ Consultation Demand Notice.
- 4 Following payment of a CPZ Consultation Contribution in a Five Year Period and the carrying out by the Council of a statutory consultation exercise in relation to a proposal to create a CPZ, if the Council resolves to create a CPZ within the vicinity of the Relevant Development, the Council may serve a CPZ Works Demand Notice upon the Owner relating to the Relevant Development in any Five Year Period **provided that** the Council may not serve more than 3 (three) CPZ Works Demand Notices in each Five Year Period.
- 5 The Owner shall pay the CPZ Works Contribution to the Council within 20 (twenty) Working Days of receipt of the CPZ Works Demand Notice.

Part 2 - Car Free Development

- 1 Prior to Disposing of any of the Residential Units the Owner shall in respect of the Relevant Development put in place arrangements to notify New Occupiers of Residential Units (unless the New Occupier is a Blue Badge Holder) within the Relevant Development in writing that they may not apply for a residents parking permit in any CPZ Area operated by the Council.
- 2 The Owner shall not Dispose of the Residential Units prior to having put in place arrangements pursuant to paragraph 1 of this Schedule 7 Part 2.
- 3 The Owner shall:
 - 3.1 inform all New Occupiers of any Residential Unit of the restrictions relating to car use under this Agreement; and

- 3.2 include in all transfers, tenancies and leases of any Residential Units to New Occupiers covenants dealing with the matters referred to in paragraphs 1 and 2 of Part of this Schedule.
- 4 The Owner shall not permit a New Occupier to Occupy a Residential Unit unless and until the New Occupier has waived all rights and entitlements to apply for a resident's parking permit in any CPZ Area and **for the avoidance of doubt** a New Occupier shall be taken to have so waived its rights by entering into a transfer, tenancy or lease as pursuant to paragraph 3.2 of this Schedule 7 Part 2.
- 5 The Owner shall upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires regarding compliance with Part 2 of this Schedule.

Schedule 8

Delivery and Service Management Plan

(All Sites)

The Owner covenants with the Council as follows:

- 1 In respect of each Development, to submit for the Council's written approval as part of the first Relevant Reserved Matters Application for the Relevant Development an Overarching Delivery and Service Management Plan and not to Commence the Relevant Development without an Overarching Delivery and Service Management Plan having been submitted to and approved in writing by the Council;
- 2 In respect of each Phase of each Development, to submit for the Council's written approval prior to Occupation of the Relevant Development the Phased Delivery and Service Management Plan and not to Occupy the Relevant Phase without the Phased Delivery and Service Management Plan having been submitted to and approved in writing by the Council;
- 3 In the event that either of the Parties identify any revisions and/or amendments that are required to be made to the Overarching Delivery and Service Management Plan and/or Phased Delivery and Service Management Plan for any Development following approval by the Council, to submit within 20 (twenty) Working Days of the identification of required revisions and/or amendments such revisions and/or amendments as required to the Council for its written approval;
- 4 From Occupation of each Development, to implement the Full Delivery and Service Management Plan in relation to the Relevant Development and thereafter to operate the Relevant Development in accordance with the relevant Full Delivery and Service Management Plan in perpetuity;
- 5 Not to Occupy any Development without having implemented the Full Delivery and Service Management Plan; and
- 6 Throughout the life of each Development to implement the Full Delivery and Service Management Plan in accordance with each Phase of the Relevant Development and to consult with the Council on any revisions required to the Full Delivery and Service Management Plan.

Schedule 9

Car Club

(All Sites)

Part 1 – Car Club Bays

The Owner covenants with the Council as follows:

- 1 Prior to first Occupation of the Relevant Development in question to undertake at its own cost and submit a Car Club Assessment in relation to that Development to the Council for approval and not to first Occupy the Relevant Development in question until the relevant Car Club Assessment has been approved in writing by the Council;
- 2 In respect of the High Path Development the Owner shall at its own cost lay out, construct and Practically Complete the Car Club Bays for the High Path Development to the Council's reasonable satisfaction in accordance with the following:
 - 2.1 two (2) Car Club Bays prior to Occupation of the first New Market Unit; and
 - 2.2 two (2) Car Club Bays prior to Completion of the Development,

Provided That the timing for delivery of the Car Club Bays may be amended if the Car Club Assessment to be submitted to and approved by the Council in accordance with paragraph 1 demonstrates that the Car Club Operator requires the Car Club Bays to be delivered according to a different timetable in which case the Car Club Bays shall be delivered in accordance with the timetable set out in the Car Club Assessment as approved by the Council;

- 3 In the event that the Car Club Assessment submitted to and approved by the Council in accordance with paragraph 1 concludes that there is a need as a result of the Eastfields Development and/or the Ravensbury Development for a Car Club Operator to operate a Car Club to serve the needs of the Development in question the Owner shall:
 - 3.1 prior to the Occupation of 75% of the Residential Units on the Eastfields Development; and
 - 3.2 prior to the Occupation of 75% of the Residential Units on the Ravensbury Development,

at its own cost lay out, construct and Practically Complete to the Council's reasonable satisfaction and in line with the Full Parking Management Plan the Car Club Bays for the Eastfields Development and/or the Ravensbury Development and shall not Occupy or permit Occupation of more than 75% of the Residential Units on the Relevant Development unless and until it has complied with its obligations under this paragraph 3;

Provided That the timing for delivery of the Car Club Bays may be amended if the Car Club Assessment to be submitted to and approved by the Council demonstrates that demand by the Car Club Operator requires the Car Club Bays to be delivered according to a different timetable in which case the Car Club Bays shall be delivered in accordance with the timetable as set out in the Car Club Assessment as approved by the Council in writing.

Part 2 - Car Club Membership

The Owner shall:

- 1 Enter into an agreement with a Car Club Operator for the establishment of a Car Club so that the Car Club becomes operational and is available to Occupiers as soon as possible after approval of the Car Club Assessment and shall notify the Council as soon as possible once the agreement has been entered into;
- 2 Notify in writing the first household of each Car Club Qualifying Residential Unit of their entitlement to a Car Club Membership from the date of first Occupation;
- 3 Not first Occupy or permit first Occupation of any Car Club Qualifying Residential Units prior to notifying each first household in accordance with the requirements of paragraph 2 of Part 2 of Schedule 9;
- 4 Within 30 (thirty) Working Days of the first Occupation of a Car Club Qualifying Residential Unit to notify the Council that the first household of the relevant Car Club Qualifying Residential Units has been notified in accordance with the requirements of paragraph 2 of Part 2 of Schedule 9;
- 5 Provide to the first household of each Car Club Qualifying Residential Unit the Car Club Membership commencing no later than the date the Car Club first becomes operational on the Relevant Development **provided that:**
 - 5.1 the first household of the relevant Car Club Qualifying Residential Units has confirmed to the Owner that it wishes to accept the proposal made under paragraph 2 of Part 2 of Schedule 9; and
 - 5.2 the relevant member of each first household of the relevant Car Club Qualifying Residential Unit is legally entitled to drive a motor vehicle.

Schedule 10

Utility Diversions

(All Sites)

The Owner covenants with the Council as follows:

- 1 Prior to Commencement of each Phase of the Relevant Development, the Owner shall submit a Utilities Diversion Scheme to the Council for approval in respect of the Phase in question and shall not Commence that Phase until the Utility Diversion Scheme for that Phase has been approved in writing by the Council.
- 2 The Owner shall carry out and Practically Complete the works for the Relevant Phase of each Development as described in the approved Utility Diversion Scheme prior to first Occupation of any Residential Units in a relevant Phase.
- 3 Not to Occupy any Residential Units in a relevant Phase until the relevant Utility Works in such Phase have been completed in accordance with the approved Utility Diversion Scheme.

Schedule 11

Carbon Offset

(All Sites)

- 1 The Owner shall in respect of each Development submit an Energy Strategy to the Council prior to Commencement of the Relevant Development, and shall not Commence the Relevant Development until the Energy Strategy for that Development has been approved in writing by the Council.
- 2 Following approval of the Energy Strategy in relation to a Development, the Owner shall implement the requirements of the approved Energy Strategy prior to Occupation of any Residential Units on the Relevant Development.
- 3 The Owner shall not Occupy or permit Occupation of any Residential Units unless and until the requirements of the approved Energy Strategy have been implemented **Provided That** where the approved Energy Strategy provides for implementation of different parts of the Energy Strategy at different times it shall be implemented in accordance with the timetable set out in the Energy Strategy.
- 4 Prior to Commencement of each Phase of the Relevant Development, the Owner shall submit a Carbon Offset Strategy, and shall not Commence the relevant Phase until the Carbon Offset Strategy has been approved by the Council.
- 5 If the Carbon Offset Strategy as approved requires the Owner to pay a financial contribution to the Council, the Owner shall in respect of each Phase pay the Carbon Offset Contribution (if any) to the Council prior to Occupation of the relevant Phase and shall not Occupy or permit Occupation of the relevant Phase until the Carbon Offset Contribution (if any) has been paid.

Schedule 12

Noise and Air Quality During Construction

(All Sites)

- 1 Where the approved Demolition and Construction Management Plan for a Relevant Development provides that a Noise and Air Quality Monitoring Contribution will be paid to the Council in lieu of the Owner submitting Noise and Air Quality Monitoring Reports to the Council, the Owner shall pay such Noise and Air Quality Monitoring Contribution to the Council prior to Commencement of the Phase of the Relevant Development.
- 2 Where the approved Demolition and Construction Management Plan provides for the Relevant Development that the Owner shall submit Noise and Air Quality Monitoring Reports to the Council during the construction phase of the Phase of the Relevant Development, if the said reports identify that target noise or air quality levels are not being met during the monitoring period covered by the Noise and Air Quality Monitoring Report in question the Owner shall submit details of proposed additional mitigation measures as may be reasonably required during the construction phase for approval by the Council, and following such approval the Owner shall thereafter ensure that such measures are implemented during the construction phase of the Relevant Development.
- 3 Where the Council has been paid the Noise and Air Quality Monitoring Contribution in relation to a Phase, if the Council's monitoring reports identify that target noise or air quality levels are not being met during the relevant monitoring period and the same is notified to the Owner, the Owner shall submit details of proposed additional mitigation measures as may be reasonably required during the construction period for approval by the Council, and following such approval the Owner shall thereafter ensure that such measures are implemented during the construction phase of the Phase of the Development in question.
- 4 In the event any sum paid under paragraph 1 (or any part of it) has not be expended or contractually committed prior to completion of the construction works in the relevant Phase it shall be returned to the person who made the payment or may be offset against the Noise and Air Quality Monitoring Contribution in any subsequent Phases.

Schedule 13

Open Space

Part 1

Delivery of Open Space

(All Sites)

- 1 The Owner covenants with the Council as follows:
- 2 In respect of each Development to submit for the Council's approval prior to Commencement of the Relevant Development the Overarching Open Space Management Plan and shall not Commence each Development without the Overarching Open Space Management Plan having been submitted and approved in writing by the Council;
- 3 In relation to each Phase of each Development which includes Open Space to submit for the Council's written approval prior to Occupation of each Phase the Phased Open Space Management Plan and the Owner shall not Occupy any Phase without the relevant Phased Open Space Management Plan having been submitted to and approved in writing by the Council;
- 4 In the event that either of the Parties identify any revisions and/or amendments that are required to be made to the Overarching Phased Open Space Management Plan or Phased Open Space Management Plan for any Development following approval by the Council, to submit within 20 (twenty) Working Days of identification of the required revisions and/or amendments such revisions and/or amendments as required to the Council for its written approval;
- 5 To lay out and Practically Complete the Open Space for each Phase of each Development prior to first Occupation of each Phase of each Development;
- 6 Not to first Occupy or allow or permit first Occupation of each Phase of each Development unless and until it has laid out and Practically Completed the Open Space for the relevant Phase within each Development in compliance with paragraph 5 of this Schedule 13 Part 1;
- 7 To lay out and Practically Complete all Open Space Areas within each Development prior to Occupation of 75% of the Residential Units in the final Phase of Relevant Development and not to Occupy or permit or allow Occupation of any more than 75% (seventy five percent) of the Residential Units in the final Phase of the Relevant Development until all of the Open Space Areas have been laid out and Practically Completed to the reasonable satisfaction of the Council and as required herein;
- 8 From Practical Completion of the Open Space in each Phase of the Relevant Development not to operate the Open Space otherwise than in accordance with the Full Open Space Management Plan as approved in writing by the Council; and
- 9 **For the avoidance of doubt** all the Open Space when laid out and Practically Completed should comply with the specifications approved under the Planning Permission and not be

operated other than in accordance with the Full Open Space Management Plan both as approved in writing by the Council.

Part 2

Management, Maintenance and Access of Open Space

(All Sites)

- 1 To manage and maintain and allow public access on foot and bicycle (where appropriate and marked out) for the life of the Relevant Development to each Open Space Area (save for in relation to public access to the private courtyards and communal gardens) provided within each Phase of each Development **provided that** the Owner may subject to at least 14 (fourteen) days' notice (save in respect of cases of emergency danger to the public or in the interests of security) being given to the Council in writing temporarily close and/or temporarily prevent public use or access to the land forming part of the Open Space for reasons including:
 - 1.1 the maintenance, repair, renewal, cleaning or other required works to the Open Space;
 - 1.2 in cases of emergency or danger to the public;
 - 1.3 in the interests of security;
 - 1.4 any other sufficient cause approved by the Council;
 - 1.5 the maintenance, repair, renewal, cleaning or other required works to the Development abutting the Open Space (including works of shop fitting or other structural or non-structural works and/or alterations);
 - 1.6 the withdrawal of areas used in association with the Development for tables, chairs, planters, screens and other structures subject to securing written approval from the Council;
 - 1.7 any temporary closure required in connection with works to an adjoining adopted highway; and
 - 1.8 **for the avoidance of doubt** any such closures will be a) subject to advance approval in writing by the Council, b) affect a small area of the Open Space for the minimum period of time (i.e. not more than three consecutive days at a time) and c) the Owner shall if required provide alternative temporary Open Space provision.
- 2 The Owner may, by written agreement with the Council, make and enforce such reasonable rules and regulations governing access to the Open Space as it may from time to time consider necessary and appropriate to control the use of the Open Space and shall send to the Council by way of consultation before they are brought into force a copy of any rules and regulations so made and shall inform the Council in writing of any changes that may from time to time be made to the said rules and regulations before they are brought into force.
- 3 To provide written details to the Council of the Management Company responsible for managing the Open Spaces, such detail to include a copy of the certificate of incorporation, its structure and funding plans;

- 4 The Owner shall ensure that all Open Spaces from the time of laying out and Practical Completion are maintained in accordance with the Full Open Space Management Plan (subject to any variations that may be agreed in writing between the Council and the Owner from time to time) and shall keep them maintained until such time as they are transferred to the Management Company **PROVIDED THAT** it is agreed that it shall be a term of the appointment of the Management Company that the transfer is on the condition that they shall manage and maintain the Open Spaces in accordance with the Full Open Space Management Plan as approved in writing by the Council; and

- 5 Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.

Schedule 14

Lifts

(All Sites)

- 1 Where a Reserved Matters Application is submitted in respect of a Development or Phase (or part thereof) the Owner shall use Reasonable Endeavours to ensure all Residential Units accessed above or below the entrance storey have step free access.

- 2 Where the Owner takes the view that the provision of step free access to Residential Units would make the Development unviable or result in service charges that are not affordable for intended residents at the time of submitting such Reserved Matters Application it shall submit an assessment to the Council including information of the impact of the inclusion of step free access on the viability of the Scheme or the resulting in service charges that are not affordable for intended residents.

Schedule 15

Eastfields Development – Specific Obligations

The obligations in this Schedule shall apply only in respect of the Eastfields Development.

The Owner covenants with the Council the following:

1 Residential Travel Plan

- 1.1 on a date no later than first Occupation of each Phase of the Eastfields Development the Owner shall prepare and submit to the Council a draft residential Travel Plan (or an updated draft residential Travel Plan in the case of the second and subsequent Phases) and shall implement the Travel Plan (and any updated version) following written approval of the same from the Council;
- 1.2 to fund any changes to the Travel Plans and works required to implement the requirement of the Travel Plans for each Phase of the Eastfields Development and for the duration of the Eastfields Development;
- 1.3 to implement and promote to the Occupiers of the Residential Units the terms of each Travel Plan for each Phase of the Eastfields Development;
- 1.4 monitoring surveys for each Phase shall be undertaken on an annual basis for a period of five (5) years from the Travel Plan being implemented (the Monitoring Surveys);
- 1.5 the Owner will submit a Travel Plan Monitoring Report on the third and fifth anniversaries of the Travel Plan being approved in accordance with paragraph 1.1 of this Schedule;
- 1.6 in the event that the Travel Plan Monitoring Report shows that the Travel Plan has failed to meet the objectives / targets in any respect, then the Owner shall within 3 (three) months indicate to the Council the remedial measures that it will take in order to secure that the Travel Plan objectives / targets are met and the Owner shall thereafter carry out the new measures so as to ensure that the Travel Plan objectives / targets are met; and
- 1.7 in the event that the Owner fails to carry out any Monitoring Survey then the Owners shall pay to the Council its reasonable and proper costs incurred by the Council for carrying out such a survey.

2 Refuse Strategy

- 2.1 Prior to Commencement of the Eastfields Development, the Owner shall submit a Refuse Strategy to the Council for approval, and the Owner shall not Commence the Eastfields Development until the Refuse Strategy has been approved in writing by the Council.
- 2.2 The Owner shall implement the requirements of the Refuse Strategy in carrying out and completing the Eastfields Development.
- 2.3 The Owner shall ensure that prior to Occupation of any Phase a functioning waste infrastructure be in place that allows for the effective and efficient removal of waste from the Eastfields Development.

- 2.4 If an Underground Refuse System is included in the Refuse Strategy, the following shall apply:
- 2.4.1 the Owner shall secure a variation of the existing waste management contract in place between the Council and the relevant waste contractor as may be necessary to procure that the waste will be removed from the Underground Refuse System by the Council's waste contractor in accordance with the Refuse Strategy, and the Owner and the Council shall each use Reasonable Endeavours to procure such variation on reasonable terms;
 - 2.4.2 If it is not possible to procure the contract variation referred to at paragraph 2.4.1 the Owner may submit alternative proposals to the Council for the removal of waste from the Underground Refuse System, and upon approval of such alternative proposals by the Council, the Owner shall observe and perform the requirements of the same;
 - 2.4.3 as soon as reasonably practicable following approval of the Refuse Strategy the Council shall submit to the Owner a detailed breakdown and calculation of the Underground Refuse System Contribution;
 - 2.4.4 on the fifth (5th) anniversary of the Council submitting notification of the sums required for the Underground Refuse System Contribution the Council shall submit to the Owner a detailed breakdown and calculation of the Underground Refuse System Contribution and will do so on a five yearly basis every five years in perpetuity;
 - 2.4.5 the Owner shall pay to the Council the Underground Refuse System Contribution (less any sums paid under paragraph 2.4.6) on an annual basis starting on first Occupation of the Eastfields Development or within 10 (ten) Working Days of the sum being determined in accordance with clause 11 of this Agreement (whichever is the later);
 - 2.4.6 the Owner shall pay to the Council the sums equating to the costs of purchasing a single specialist vehicle required for collection of waste from the Underground Refuse System prior to Substantial Commencement of the Eastfields Development; and
 - 2.4.7 Not to further Occupy any Residential Unit within the Eastfields Development until the sums referred to in paragraph 2.4.6 have been paid to the Council;
 - 2.4.8 the provisions in paragraphs 2.4.3 to 2.4.7 shall not apply if the Owner submits alternative proposals under paragraph 2.4.2 whereby the Council and their waste contractor is not responsible for collecting waste from the development.

3 Replacement of the Existing Eastfields Ball Court/Provision of Eastfields Recreational Facility

- 3.1 The Owner shall submit a Recreational Facility Scheme for the Eastfields Development to the Council prior to demolition of any existing building or structure in the Phase of the Eastfields Development in which the Existing Eastfields Ball Court is to be removed or rendered unusable, and shall not Commence the relevant Phase within the Eastfields

Development until the Recreational Facility Scheme for the Eastfields Development has been approved in writing by the Council.

3.2 Following approval of the Recreational Facility Scheme for the Eastfields Development, the Owner shall lay out and construct and Practically Complete the Eastfields Recreational Facility in accordance with the requirements of the Recreational Facility Scheme for the Eastfields Development.

3.3 Notwithstanding paragraph 3.2 hereof but subject to paragraph 3.4 the Owner shall:

3.3.1 Practically Complete the Eastfields Recreational Facility and ensure it is ready for use, open and accessible to the public to the Council's reasonable satisfaction prior to the Existing Eastfields Ball Court closing or being rendered unusable; and

3.3.2 not close or otherwise render unusable the Existing Eastfields Ball Court unless and until the Eastfields Recreational Facility is Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.

3.4 If despite the Owner's use of Reasonable Endeavours it appears to the Owner that the Eastfields Recreational Facility cannot be delivered prior to the Existing Eastfields Ball Court closing or being rendered unusable the Owner shall:

3.4.1 Within 10 (ten) Working Days of becoming aware that the Eastfields Recreational Facility will not be delivered on time notify the Council of the same and submit information demonstrating the efforts made to complete or deliver the Eastfields Recreational Facility in accordance with the timescales set out in paragraph 3.3 of this Schedule 15 (PROVIDED THAT notice as required by this paragraph may be given to the Council as part of the submitted Recreational Facility Scheme where it is clear prior to the Commencement of the Eastfields Development that the Eastfields Recreational Facility will not be capable of being delivered (Practically Completed and ready for use) prior to the Existing Eastfields Ball Court being closed or rendered unusable);

3.4.2 Within 15 (fifteen) Working Days of the notice in paragraph 3.4.1 (or at any time following approval of the Recreational Facility Scheme) the Council may notify the Owner of the sum (to be specified by the Council) required to make improvements to an existing recreational facility within the vicinity of the Eastfields Site; and

3.4.3 Prior to the Existing Eastfields Ball Court being closed or otherwise rendered unusable as a result of the Eastfields Development and provided the Council has confirmed in writing its satisfaction with the information provided at paragraph 3.4.1 of this Schedule 15 (unless agreed as part of the approved Recreational Facility Scheme) the Owner shall at the Council's election:

(a) Practically Complete the Eastfields Temporary Recreational Facility in accordance with the details for the temporary provision as set out in the Recreational Facility Scheme for the Eastfields Development as approved by the Council and ensure it is ready for use, open and accessible to the public; or

- (b) pay to the Council a sum (to be specified by the Council) required to make improvements to an existing recreational facility within the vicinity of the Eastfields Site.
- 3.5 Not to Commence the Phase of the Eastfields Development in which the Existing Eastfields Ball Court closes or is otherwise rendered unusable until the Eastfields Recreational Facility or the Eastfields Temporary Recreational Facility is Practically Completed ready for use, open and accessible to the public to the Council's reasonable satisfaction or the sum (as specified by the Council) required to make improvements to an existing recreational facility within the vicinity of Eastfields Site has been paid to the Council in accordance with paragraph 3.4.3 of this Schedule 15;
- 3.6 Where the Eastfields Temporary Recreational Facility is provided or a sum paid in accordance with paragraph 3.4.3(b), to Practically Complete the Eastfields Recreational Facility ensuring it is also ready for use, open and accessible to the public prior to Occupation of the New Market Units on the final Phase of the Eastfields Development; and
- 3.7 Not to Occupy any of the New Market Units on the final Phase of the Eastfields Development until the Eastfields Recreational Facility has been Practically Completed and is ready for use, open and accessible to the public to the Council's reasonable satisfaction.
- 3.8 The Owner shall ensure that the Eastfields Recreational Facility provided pursuant to paragraph 3.3 or 3.6 of this Schedule 15 and the Eastfields Temporary Recreational Facility (if applicable) provided pursuant to paragraph 3.4 shall be:
- 3.8.1 made available for public use in accordance with the approved Recreational Facility Scheme for the Eastfields Development; and
- 3.8.2 managed and maintained in perpetuity in accordance with the approved Recreational Facility Scheme for the Eastfields Development; and
- 3.8.3 the Eastfields Recreational Facility or the Eastfields Temporary Recreational Facility shall not be used and/or maintained at any time otherwise than in accordance with the approved Recreational Facility Scheme for the Eastfields Development.
- 3.9 In the event of any sum being paid under paragraph 3.4.3(b) (or any part of it not being expended or contractually committed in accordance with the time frame specified in the Recreational Facility Scheme for the Eastfields Development such sum shall be returned by the Council to the person who made the payment within 28 (twenty eight) Working Days of expiry of the agreed time frame.
- 4 Traffic Calming Measures**
- 4.1 The Owner shall undertake at its own cost and submit to the Council for its approval in writing the Eastfields Traffic Calming Measures Scheme prior to Commencement of the Eastfields Development and shall not Substantially Commence the Eastfields Development until the Council has approved the Eastfields Traffic Calming Measures Scheme in writing.
- 4.2 Where the Eastfields Traffic Calming Measures Scheme identifies a need the Owner shall pay the Eastfields Traffic Calming Measures Contribution to the Council within 25 (twenty

five) Working Days of written request from the Council **Provided That** such request shall not be earlier than Substantial Commencement of the Phase in which the Traffic Calming Measures will be implemented.

4.3 In the event that the Eastfields Traffic Calming Measures Contribution (or any part of it) is not expended or contractually committed within five (5) years of the date of Practical Completion of the last Phase of the Eastfields Development to be Practically Completed such payment shall be returned by the Council to the person who made the payment.

4.4 Where agreed in writing the obligations in this paragraph 4 may be discharged as part of the Highway Works in Schedule 3 of this Agreement with the Eastfields Traffic Calming Measures Contribution paid through an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act as provided for in Schedule 3.

5 **District Heating Network**

5.1 The Energy Strategy referred to at Schedule 11 of this Agreement shall in respect of the Eastfields Development include a District Heating Network Strategy.

5.2 Following approval of the Energy Strategy, the Owner shall implement the requirements of the District Heating Network Strategy in relation to the Eastfields Development in accordance with the approved District Heating Network Strategy.

5.3 To comply with the requirements of the District Heating Network Strategy for the Eastfields Development to the Council's reasonable satisfaction.

Schedule 16

High Path Development – Specific Obligations

The obligations in this Schedule shall apply only in respect of the High Path Development and the Owner hereby covenants with the Council as follows:

1 Waiting and Loading Bays

1.1 The Owner shall submit not later than 3 (three) months prior to Enabling Works of each Phase of the High Path Development the Waiting and Loading Bays Assessment to the Council;

1.2 The Owner shall not commence the Enabling Works of each Phase of the High Path Development without the relevant Waiting and Loading Bays Assessment having been submitted to and approved by the Council in writing **provided that** the Parties may agree in writing (acting reasonably) that a particular Phase will not include Waiting and Loading Bays in which case this restriction shall be discharged in respect of that Phase only;

1.3 In the event that the approved Waiting and Loading Bays Assessments referred to at paragraph 1.1 of this Schedule demonstrates:

1.3.1 any impacts on the existing Waiting and Loading Bays;

1.3.2 a need for new or additional Waiting and Loading Bays; or

1.3.3 additional demand for restrictions on waiting and loading as a result of the High Path Development or any Phase of the High Path Development,

the Waiting and Loading Bays Contributions shall be specified by the Council and shall be payable in accordance with paragraph 1.4 hereof;

1.4 The Owner shall pay the Waiting and Loading Bays Contribution for each Phase of the High Path Development to the Council:

1.4.1 where works relate to impacts on Waiting and Loading Bays during the demolition or construction phase of the High Path Development on the earlier of the following:

(a) the date 21 (twenty one) days from the date of approval by the Council of the Waiting and Loading Bays Assessment; or

(b) prior to the start of Enabling Works in the relevant Phase of the High Path Development; or

1.4.2 where works relate to Waiting and Loading Bays relevant to the Occupation of the Development within three (3) months from Commencement of the relevant Phase of the High Path Development.

1.5 The Owner shall not:

1.5.1 undertake the earlier of the following:

- (a) Commencement or allow or permit Commencement of any Phase of the High Path Development not yet Commenced by the date 21 (twenty one) days from the date of approval by the Council of the Waiting and Loading Bay Assessment where paragraph 1.4.1(a) applies; or
 - (b) start any Enabling Works within a Phase where paragraph 1.4.1(b) applies; or
- 1.5.2 commence further works pursuant to the relevant Phase of the High Path Development which has not been undertaken by the date 3 (three) months from Commencement of the relevant Phase of the High Path Development where paragraph 1.4.2 applies

until the Waiting and Loading Bays Contribution relevant to that Phase of the High Path Development (if any) has been made to the Council and the Council has acknowledged receipt of the sum in writing.

- 1.6 Where agreed in writing the obligations in paragraphs 1.3 and 1.4 may be discharged as part of the Highway Works in Schedule 3 of this Agreement with the Waiting and Loading Bays Contribution paid through an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act as provided for in Schedule 3.
- 1.7 Once the High Path Development has been Practically Completed and prior to Occupation of 90% (ninety percent) of Residential Units on the High Path Site to undertake a final Waiting and Loading Bays Assessment which shall evaluate and cater for the operation of the High Path Development during the lifetime of the High Path Development and to submit the same to the Council for its written approval.
- 1.8 Not to Occupy any more than 90% (ninety percent) of the Residential Units on the High Path Site unless and until the final Waiting and Loading Bays Assessment has been undertaken and submitted to the Council for its written approval in accordance with paragraph 1.7 of this Schedule 16 and such approval has been given.

2 **High Path Bus Stop Relocation**

Where the Bus Stop Relocation Contribution is required in accordance with the Relocation Strategy as approved by the Council and TfL, the Owner shall pay the Bus Stop Relocation Contribution to the Council prior to Commencement of the Phase in which the bus stops subject to the Relocation Strategy are required to be relocated or such other time as agreed in writing with TfL as part of the Relocation Strategy;

3 **Bus Capacity Improvements**

- 3.1 In the event that the approved Bus Capacity Study demonstrates that bus capacity improvements are necessary as a result of the High Path Development the Owner shall pay the Bus Capacity Contribution to the Council in the following instalments:
- 3.1.1 25% on Occupation of 100 New Market Units and shall not Occupy more than 100 New Market Units until the first instalment of 25% of the Bus Capacity Contribution has been paid;

- 3.1.2 25% on Occupation of 200 New Market Units and shall not Occupy more than 200 New Market Units until the second instalment of 25% of the Bus Capacity Contribution has been paid;
- 3.1.3 25% on Occupation of 300 New Market Units and shall not Occupy more than 300 New Market Units until the third instalment of 25% of the Bus Capacity Contribution has been paid; and
- 3.1.4 25% on Occupation of 400 New Market Units and shall not Occupy more than 400 New Market Units until the final instalment of 25% of the Bus Capacity Contribution has been paid;
- 3.2 On receipt of a Bus Capacity Demand Notice the Council shall pay to TfL such part of the Bus Capacity Contribution as is specified within the Bus Capacity Demand Notice **Provided That** the Council shall first provide the Owner with a copy of the Bus Capacity Demand Notice and permit the Owner within a period of twenty (20) Working Days to make representations on the content of the Bus Capacity Demand Notice.
- 3.3 In the event that the Bus Capacity Contribution (or any part of it) has not been drawn down by TfL within five (5) years following full Occupation of the High Path Development such payment shall be returned by the Council to the person who made the payment.
- 4 **High Path Pedestrian and Cycle Routes Improvements**
- 4.1 Prior to Commencement of the High Path Development the Owner shall undertake at its own cost and submit to the Council for its approval in writing the High Path Pedestrian and Cycle Routes Study and shall not Commence the High Path Development until the High Path Pedestrian and Cycle Routes Study has been approved by the Council in writing.
- 4.2 In the event that the approved High Path Pedestrian and Cycle Routes Study demonstrates that it is necessary to improve the safety and accessibility of pedestrian and cycle routes in the vicinity of the High Path Development as a result of the High Path Development, the Council shall notify the Owner within three months of approval of the High Path Pedestrian and Cycle Routes Study of the High Path Pedestrian and Cycle Routes Contribution.
- 4.3 The Owner shall pay to the Council the High Path Pedestrian and Cycle Routes Contribution within 25 (twenty-five) Working Days of notification given in 4.2 of this Schedule 16 **Provided That** the date of payment shall be no earlier than Commencement of the High Path Development.
- 4.4 The Owner shall not Occupy any part of the High Path Development unless and until the High Path Pedestrian and Cycle Routes Contribution (if required) has been paid to the Council.
- 4.5 Where agreed in writing the obligations in this paragraph 4 may be discharged as part of the Highway Works in Schedule 3 of this Agreement with the High Path Pedestrian and Cycle Routes Contribution paid through an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act as provided for in Schedule 3.

5 **Primary Care**

- 5.1 Following completion of this Agreement to use Reasonable Endeavours to work with the Council and the NHS with a view to identifying whether a Primary Care Unit is required on the High Path Development as part of the High Path Planning Permission and such work shall inform the Primary Care Needs Assessment.
- 5.2 Prior to Occupation of the High Path Development to submit the Primary Care Needs Assessment to the Council and the NHS for written approval.
- 5.3 Not to Occupy or permit Occupation of the High Path Development unless and until the Primary Care Needs Assessment has been submitted to and approved by the Council and the NHS in writing;
- 5.4 In the event that the approved Primary Care Needs Assessment demonstrates that additional Primary Care facilities are necessary On-Site as a result of the High Path Development, the Owner shall undertake the following:
- 5.4.1 prior to Commencement of the New Market Units on the High Path Development to submit the Primary Care Unit Proposal to the Council and the NHS for written approval;
- 5.4.2 prior to Occupation of 25% of any New Market Units on the High Path Development to
- (a) use Reasonable Endeavours to enter into a contract or agreement with a Primary Care Operator for the sale or letting of the Primary Care Unit within the High Path Development to a Primary Care Operator;
 - (b) construct to shell and core the Primary Care Unit (if required) on the High Path Site in accordance with the approved Primary Care Unit Proposal; and
 - (c) subject to the satisfaction of any terms or conditions agreed in such contract referred to in paragraph 5.4.2(a) hereof, to use Reasonable Endeavours to procure the completion of such sale or letting of the Primary Care Unit to the relevant Primary Care Operator.
- 5.4.3 Not to Occupy any more than 25% of the New Market Units on the High Path Development unless and until the Owner has:
- (a) entered into a contract or agreement with a Primary Care Operator for the sale or letting of the Primary Care Unit within the High Path Development to a Primary Care Operator; and
 - (b) constructed to shell and core within the High Path Development all in accordance with the approved Primary Care Unit Proposal; and
 - (c) subject to the satisfaction of any terms or conditions agreed in such contract, use Reasonable Endeavours (and demonstrated to the Council such Reasonable Endeavours used if requested) to procure

the completion of such sale or letting of the Primary Care Unit to the relevant Primary Care Operator.

5.5 To ensure that the transfer or lease of the Primary Care Unit to a Primary Care Operator in compliance with paragraph 5.4.2(c) hereof shall:

5.5.1 provide that the Primary Care Unit shall be constructed to shell and core; and

5.5.2 include a covenant on the part of the Primary Care Operator that the Primary Care Unit shall not be used by the Primary Care Operator other than as a primary healthcare facility together with uses ancillary thereto.

5.6 If despite the Owner's use of Reasonable Endeavours as demonstrated to the Council:

5.6.1 the Primary Care Unit Proposal is not agreed by the Council and NHS within 12 (twelve) months of submitting the Primary Care Unit Proposal to the Council and the NHS for written approval pursuant to paragraph 5.4.1 ;

5.6.2 the exchange of contracts referred to in paragraph 5.4.2(a) of this Schedule has not occurred) within six (6) months of completing the Primary Care Unit to shell and core in accordance with paragraph 5.4.2(b);

5.6.3 at any time the Primary Care Operator advises that it will not enter into a contract or agreement for the sale or letting of the Primary Care Unit within the High Path Development;

5.6.4 if the Primary Care Operator fails with or without notice to take up the contract or agreement for or the transfer or lease of the Primary Care Unit by the Occupation of 25% of the New Market Units; or

5.6.5 the Primary Care Operator notifies the Owner that it no longer requires the Primary Care Unit

the Owner shall undertake the following steps:

5.6.6 immediately notify the Council of the notice given by the Primary Care Operator or the circumstances which have led to the conclusion that the Primary Care Operator has failed with or without notice to take up the contract or agreement for the lease or transfer of the Primary Care Unit in accordance with the timescales set out in paragraph 5.4 of this Schedule 16; and

5.6.7 the Owner shall pay to the Council the Primary Care Contribution within 40 (forty) Working Days of notice being given to the Council as set out at paragraph 5.6.6 hereof and on payment the restriction in paragraph 5.5 shall cease to apply **Provided That** the date for payment shall be no earlier than 25% Occupation of the New Market Units.

5.7 If the Primary Care Needs Assessment submitted under paragraph 5.2 and approved by the Council demonstrates that there is no need for either a Primary Care Unit or a Primary Care Contribution the remainder of paragraph 5 of this Schedule 16 shall determine absolutely.

6 Re-provision of the Existing High Path Community Centre

6.1 The Owner shall undertake at its own cost and submit to the Council for approval in writing the High Path Community Centre Scheme prior to Commencement of the High Path Development and shall not Commence the High Path Development without the High Path Community Centre Scheme having been approved in writing by the Council.

6.2 Subject to paragraph 6.3 the Owner shall:

6.2.1 ensure that the High Path Community Centre is Practically Completed, ready for use, open and accessible to the public immediately prior to the time at which the Existing High Path Community Centre is closed or otherwise rendered unusable; and

6.2.2 not close or otherwise render unusable the Existing High Path Community Centre unless and until the High Path Community Centre is Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.

6.3 If despite the Owner's use of Reasonable Endeavours it appears that the High Path Community Centre cannot be Practically Completed, ready for use, open and accessible to the public prior to the Existing High Path Community Centre being closed or otherwise rendered unusable the Owner shall:

6.3.1 Within 10 (ten) Working Days of becoming aware that the High Path Community Centre will not be delivered on time notify the Council of the same and submit information demonstrating the efforts made to complete or deliver the High Path Community Centre in accordance with the timescales set out in paragraph 6.2 of this Schedule 16 (PROVIDED THAT notice as required by this paragraph may be given to the Council as part of the submitted High Path Community Centre Scheme where it is clear prior to the Commencement of the High Path Development that the High Path Community Centre will not be capable of being delivered (Practically Completed and ready for use) prior to the Existing High Path Community Centre being closed or rendered unusable);

6.3.2 Within 15 (fifteen) Working Days of the notice in paragraph 6.3.1 (or at any time following approval of the High Path Community Centre Scheme) the Council may notify the Owner of the High Path Temporary Community Centre Contribution; and

6.3.3 Prior to Commencing the Phase of the High Path Development in which the Existing High Path Community Centre is closed and/or otherwise rendered unusable and provided the Council has confirmed in writing its satisfaction with the evidence provided at paragraph 6.3.1 above (unless agreed as part of the approved High Path Community Centre Scheme) the Owner shall at the Council's election:

- (a) Practically Complete the High Path Temporary Community Centre, in accordance with the details for temporary provision set out in the approved High Path Community Centre Scheme and ensure it is ready for use, open and accessible to the public to the Council's reasonable satisfaction, or

(b) pay to the Council the High Path Temporary Community Centre Contribution.

6.4 The Owner shall not Commence the Phase of the High Path Development in which the Existing High Path Community Centre closes or is otherwise rendered unusable until the High Path Temporary Community Centre has been Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction or the High Path Temporary Community Centre Contribution paid to the Council in accordance with paragraph 6.3.3 of this Schedule 16;

6.5 Where the High Path Temporary Community Centre is provided or the High Path Temporary Community Centre Contribution has been paid in accordance with paragraph 6.3.3 of this Schedule 16 the Owner shall Practically Complete the High Path Community Centre and ensure it is ready for use, open and accessible to the public to the Council's reasonable satisfaction prior to Occupation of the New Market Units on the final Phase of the High Path Development; and

6.6 The Owner shall not Occupy any of the New Market Units on the final Phase of the High Path Development until the High Path Community Centre has been Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.

6.7 The Owner shall ensure that the High Path Community Centre provided pursuant to paragraph 6.2.1 or 6.5 of this Schedule 16 and the High Path Temporary Community Centre (if provided pursuant to paragraph 6.3.3(a)) shall be:

6.7.1 made available for public use in accordance with the approved High Path Community Centre Scheme; and

6.7.2 managed and maintained in perpetuity in accordance with the approved High Path Community Centre Scheme; and

6.7.3 the High Path Community Centre or the High Path Temporary Community Centre shall not be used and/or maintained at any time otherwise than in accordance with the approved High Path Community Centre Scheme.

6.8 In the event that the High Path Temporary Community Centre Contribution (or any part of it) is not expended or contractually committed prior to the High Path Community Centre being made available for public use such payment shall be returned by the Council to the person who made the payment.

7 Replacement of the Existing High Path Ball Court/Provision of High Path Recreational Facility

7.1 The Owner shall submit a Recreational Facility Scheme for the High Path Development to the Council prior to demolition of any existing building or structure in the Phase of the High Path Development in which the first of the two Existing High Path Existing Ball Courts is to be removed or rendered unusable, and shall not Commence the relevant Phase within the High Path Development until the Recreational Facility Scheme for the High Path Development has been approved in writing by the Council.

7.2 Following approval of the Recreational Facility Scheme for the High Path Development, the Owner shall lay out and construct and Practically Complete the High Path Recreational

Facility in accordance with the requirements of the Recreational Facility Scheme for the High Path Development.

7.3 Notwithstanding paragraph 7.2 hereof but subject to paragraph 7.4 the Owner shall:

7.3.1 Practically Complete the High Path Recreational Facility and ensure it is ready for use, open and accessible to the public to the Council's reasonable satisfaction prior to one of the Existing High Path Ball Courts closing or being rendered unusable; and

7.3.2 not close or otherwise render unusable the Existing High Path Ball Courts (or either of them) unless and until the High Path Recreational Facility is Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.

7.4 If, despite the Owner's use of Reasonable Endeavours, it appears to the Owner that the High Path Recreational Facility cannot be delivered prior to either of the Existing High Path Ball Courts closing or being rendered unusable the Owner shall:

7.4.1 Within 10 (ten) Working Days of becoming aware that the High Path Recreational Facility will not be delivered on time notify the Council of the same and submit information demonstrating the efforts made to complete or deliver the High Path Recreational Facility in accordance with the timescales set out in paragraph 7.3 of this Schedule 16 (PROVIDED THAT notice as required by this paragraph may be given to the Council as part of the submitted Recreational Facility Scheme where it is clear prior to the Commencement of the High Path Development that the High Path Recreational Facility will not be capable of being delivered (Practically Completed and ready for use) prior to the Existing High Path Ball Courts being closed or rendered unusable);

7.4.2 Within 15 (fifteen) Working Days of the notice in paragraph 7.4.1 (or at any time following approval of the High Path Community Centre Scheme) the Council may notify the Owner of a sum (to be specified by the Council) required to make improvements to an existing recreational facility within the vicinity of High Path Site; and

7.4.3 Prior to the Existing High Path Ball Courts (or either one of them) being closed or otherwise rendered unusable as a result of the High Path Development and provided the Council has confirmed in writing its satisfaction with the evidence provided at paragraph 7.4.1 above (unless agreed as part of the approved Recreational Facility Scheme) the Owner shall at the Council's election:

(a) Practically Complete the High Path Temporary Recreational Facility in accordance with the details for the temporary provision as set out in the Recreational Facility Scheme for the High Path Development as approved by the Council and ensure it is ready for use, open and accessible to the public; or

(b) pay to the Council a sum (to be specified by the Council) required to make improvements to an existing recreational facility within the vicinity of High Path Site.

- 7.5 Not Commence the Phase of the High Path Development in which the first of the Existing High Path Ball Courts closes or is otherwise rendered unusable until the High Path Recreational Facility or High Path Temporary Recreational Facility is Practically Completed ready for use, open and accessible to the public to the Council's reasonable satisfaction or the sum (as specified by the Council) required to make improvements to an existing recreational facility within the vicinity of High Path Site has been paid to the Council in accordance with paragraph 7.4 of this Schedule 16;
- 7.6 Where the High Path Temporary Recreational Facility is provided or a sum paid in accordance with paragraph 7.4, to Practically Complete the High Path Recreational Facility ensuring it is also ready for use, open and accessible to the public prior to Occupation of the New Market Units on the final Phase of the High Path Development; and
- 7.7 Not to Occupy any of the New Market Units on the final Phase of the High Path Development before the High Path Recreational Facility has been Practically Completed Facility and is ready for use, open and accessible to the public to the Council's reasonable satisfaction.
- 7.8 The Owner shall ensure that the High Path Recreational Facility provided pursuant to paragraph 7.3 or 7.6 of this Schedule 16 and the High Path Temporary Recreational Facility provided pursuant to paragraph 7.4.3(a) shall be:
- 7.8.1 made available for public use in accordance with the approved Recreational Facility Scheme for the High Path Development; and
 - 7.8.2 managed and maintained in perpetuity in accordance with the approved Recreational Facility Scheme for the High Path Development; and
 - 7.8.3 the High Path Recreational Facility or the High Path Temporary Recreational Facility shall not be used and/or maintained at any time otherwise than in accordance with the approved Recreational Facility Scheme for the High Path Development.
- 7.9 In the event of any sum being paid under paragraph 7.4.3(b) or any part of it not being expended or contractually committed in accordance with the time frame specified in the Recreational Facility Scheme for the High Path Development such sum shall be returned by the Council to the person who made the payment within 28 (twenty eight) Working Days of expiry of the agreed time frame.

8 **Refuse Strategy**

- 8.1 Prior to Commencement of the High Path Development, the Owner shall submit a Refuse Strategy to the Council for approval, and the Owner shall not Commence the High Path Development until the Refuse Strategy has been approved in writing by the Council.
- 8.2 The Owner shall implement the requirements of the Refuse Strategy in carrying out and completing the High Path Development.
- 8.3 The Owner shall ensure that prior to Occupation of any Phase a functioning waste infrastructure be in place that allows for the effective and efficient removal of waste from the High Path Development.

8.4 If an Underground Refuse System is included in the Refuse Strategy, the following shall apply:

8.4.1 the Owner shall secure a variation of the existing waste management contract in place between the Council and the relevant waste contractor as may be necessary to procure that the waste will be removed from the Underground Refuse System by the Council's waste contractor in accordance with the Underground Refuse Strategy, and the Owner and the Council shall each use Reasonable Endeavours to procure such variation on reasonable terms;

8.4.2 if it is not possible to procure the contract variation referred to at paragraph 8.4.1 the Owner may submit alternative proposals to the Council for the removal of waste from the Underground Refuse System, and upon approval of such alternative proposals by the Council, the Owner shall observe and perform the requirements of the same;

8.4.3 as soon as reasonably practicable following approval of the Refuse Strategy the Council shall submit to the Owner a detailed breakdown and calculation of the Underground Refuse System Contribution;

8.4.4 on the fifth (5th) anniversary of the Council submitting notification of the sums required for the Underground Refuse System Contribution the Council shall submit to the Owner a detailed breakdown and calculation of the Underground Refuse System Contribution and will do so on a five yearly basis every five years in perpetuity;

8.4.5 the Owner shall pay the Underground Refuse System Contribution (less any sums paid under paragraph 8.4.6 on an annual basis starting on first Occupation of the High Path Development or within 10 (ten) Working Days of the sum being determined in accordance with clause 11 of this Agreement (whichever is the later);

8.4.6 the Owner shall pay to the Council the sums equating to the costs of purchasing a single specialist vehicle required for the collection of waste from the Underground Refuse System prior to Substantial Commencement of the High Path Development; and

8.4.7 Not to further Occupy any Residential Unit within the High Path Development until the sums referred to in paragraph 8.4.6 have been paid to the Council;

8.4.8 the provisions in paragraph 8.4.3 to 8.4.7 shall not apply if the Owner submits alternative proposals under paragraph 8.4.2 whereby the Council and their waste contractor is not responsible for collecting waste from the development.

9 **District Heating Network**

9.1 The Energy Strategy referred to in Schedule 11 of this Agreement shall in respect of the High Path Development include a District Heating Network Strategy.

9.2 Following approval of the Energy Strategy, the Owner shall implement the requirements of the District Heating Network Strategy in relation to the High Path Development in accordance with the approved District Heating Network Strategy.

9.3 The Owner shall comply with the requirements of the District Heating Network Strategy to the Council's reasonable satisfaction.

10 **Transport Impact Assessment**

10.1 The Owner shall undertake and submit at its own cost an overarching Transport Impact Assessment prior to or with the first Reserved Matters Application to be submitted in respect of the High Path Development for written approval by the Council and TfL.

10.2 The Owner shall, working with the Council as highway authority, implement any measures identified as being required within the Transport Impact Assessment for the High Path Development such measures of which shall be completed as part of the Highways Works and the obligations in Schedule 3 shall apply

11 **Residential and Workplace Travel Plan**

11.1 The Owner covenants with the Council the following:

11.1.1 On a date no later than first Occupation of each Phase of the High Path Development the Owner shall prepare and submit to the Council a draft residential and workplace Travel Plans (or an updated draft residential or workplace Travel Plan in the case of the second and subsequent Phases) and shall implement the Travel Plans (or any updated Travel Plans) following written approval of the same from the Council.

11.2 To undertake the following for each Phase of the High Path Development

11.2.1 to fund any changes to the Travel Plans and works required to implement the requirement of the Travel Plans for each Phase of the High Path Development and for the duration of the High Path Development; and

11.2.2 to implement and promote to the Occupiers of each Commercial Unit and Residential Unit the terms of each Travel Plan for each Phase of the High Path Development.

11.3 Monitoring surveys for each Phase shall be undertaken on an annual basis for a period of five (5) years from the date of Travel Plan being implemented (the **Monitoring Surveys**).

11.4 The Owner will submit a Travel Plan Monitoring Report to the Council on the third and fifth anniversaries of the Travel Plan being approved in accordance with paragraph 11.1.1 of this Schedule.

11.5 In the event that the Travel Plan Monitoring Report shows that the Travel Plan has failed to meet the objectives / targets in any respect, then the Owner shall within three months indicate to the Council the remedial measures that it will take in order to secure that the Travel Plan objectives / targets are met and the Owner shall thereafter carry out the new measures so as to ensure that the Travel Plan objectives / targets are met.

11.6 In the event that the Owner fails to carry out any Monitoring Survey then the Owners shall pay to the Council its reasonable and proper costs incurred by the Council for carrying out such a survey.

12 **Electric vehicle charging points**

12.1 The Owner shall in carrying out the High Path Development:

12.1.1 replace any existing electric vehicle charging points within the High Path Site with new charging points in the same place or at locations to be agreed with the Council; and

12.1.2 pay to the Council any contractual penalties associated with the cost of relinquishing third party licence agreement or other penalties for the existing electric vehicle charging points.

12.2 For the avoidance of doubt the replacement electric vehicle charging points are in addition to the 20% (twenty percent) active charging points required by the High Path Planning Permission.

Schedule 17

Ravensbury Site – Specific Obligations

1 Traffic Calming Measures

- 1.1 The Owner shall undertake at its own cost and submit to the Council for its approval in writing the Ravensbury Traffic Calming Measures Scheme prior to Commencement of the Ravensbury Development and shall not Substantially Commence the Ravensbury Development until the Council has approved the Ravensbury Traffic Calming Measures Scheme in writing.
- 1.2 The Owner shall pay the Ravensbury Traffic Calming Measures Contribution to the Council within 25 (twenty five) Working Days of written request from the Council PROVIDED THAT such request shall not be made earlier than Substantial Commencement on the Phase in which the Traffic Calming Measures will be implemented.
- 1.3 To undertake and complete (so that they are ready for use) the measures required in respect of the Existing Morden Road Pedestrian Refuge as set out in the Traffic Calming Measures Scheme and as approved in writing by the Council prior to the proposed vehicular crossover along Morden Road becoming operational.
- 1.4 Not to allow or permit the operation of the Proposed Vehicular Crossover along Morden Road unless and until the measures required in respect of the Existing Morden Road Pedestrian Refuge as set out at paragraph 1.3 hereof have been undertaken and completed to the Council's reasonable satisfaction.
- 1.5 In the event that the Ravensbury Traffic Calming Measures Contribution (or any part of it) is not expended or contractually committed within (five) years of the date of Practical Completion of the last Phase of the Ravensbury Development to be Practically Completed such payment shall be returned by the Council to the person who made the payment.
- 1.6 Where agreed in writing the obligations in this paragraph 1 may be discharged as part of the Highway Works in Schedule 3 of this Agreement with the Traffic Calming Measures Contribution paid through an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act as provided for in Schedule 3.

2 Ravensbury Pedestrian and Cycle Routes Improvements

- 2.1 Prior to Commencement of the Ravensbury Development, the Owner shall undertake at its own cost and submit to the Council for its approval in writing the Ravensbury Pedestrian and Cycle Routes Study and shall not Commence the Ravensbury Development until the Ravensbury Pedestrian and Cycle Routes Study has been approved by the Council in writing.
- 2.2 In the event that the approved Ravensbury Pedestrian and Cycle Routes Study demonstrates that it is necessary to improve the safety and accessibility of pedestrian and cycle routes in the vicinity of the Ravensbury Development as a result of the Ravensbury Development, the Council shall notify the Owner within three (3) months of approval of the Ravensbury Pedestrian and Cycle Routes Study of the Ravensbury Pedestrian and Cycle Routes Contribution.

- 2.3 The Owner shall pay to the Council the Ravensbury Pedestrian and Cycle Routes Contribution in full within twenty five (25) Working Days of notification by the Council pursuant to paragraph 2.2 of this Schedule 17 Provided that the date of payment shall be no earlier than Commencement of the Phase within which the first New Market Unit is to be provided.
- 2.4 The Owner shall not First Occupy any Phase within the Ravensbury Development unless and until the Ravensbury Pedestrian and Cycle Routes Contribution has been paid to the Council in full (if required).
- 2.5 In the event that the Ravensbury Pedestrian and Cycle Routes Contribution (or any part of it) is not expended or contractually committed after (five) years of the date of Practical Completion of the last Phase of the Ravensbury Development to be Practically Completed such payment shall be returned by the Council to the person who made the payment.
- 2.6 Where agreed in writing the obligations in this paragraph 2.1 to 2.4 may be discharged as part of the Highway Works in Schedule 3 of this Agreement with the Ravensbury Pedestrian and Cycle Routes Contribution paid through an agreement with the Council pursuant to section 38 and/or section 278 of the 1980 Act as provided for in Schedule 3.

3 Re-provision of the Existing Ravensbury Community Centre

- 3.1 The Owner shall undertake at its own cost and submit to the Council for approval in writing the Ravensbury Community Centre Scheme prior to Commencement of the Ravensbury Development, and shall not Commence the Ravensbury Development unless and until the Ravensbury Community Centre Scheme has been approved in writing by the Council.
- 3.2 Subject to paragraph 3.3 the Owner shall:
- 3.2.1 ensure that the Ravensbury Community Centre is Practically Completed, ready for use, open and accessible to the public immediately prior to the time at which the Existing Ravensbury Community Centre is to be closed or otherwise rendered unusable; and
- 3.2.2 not close or otherwise render unusable the Existing Ravensbury Community Centre unless and until the Ravensbury Community Centre is Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.
- 3.3 If despite the Owner's use of Reasonable Endeavours it appears to the Owner that the Ravensbury Community Centre cannot be Practically Completed, ready for use, open and accessible to the public prior to the Existing Ravensbury Community Centre being closed or otherwise rendered unusable the Owner shall:
- 3.3.1 within 10 (ten) Working Days of becoming aware that the Ravensbury Community Centre will not be delivered on time, notify the Council of the same and submit information demonstrating the efforts made to complete or deliver the Ravensbury Community Centre in accordance with the timescales set out in paragraph 3.2 of this Schedule 17 (PROVIDED THAT notice as required by this paragraph may be given to the Council as part of the submitted Ravensbury Community Centre Scheme where it is clear prior to the Commencement of the Ravensbury Development that the Ravensbury Community Centre will not be

capable of being delivered (Practically Completed and ready for use) prior to the Existing Ravensbury Community Centre being closed or rendered unusable);

- 3.3.2 within 15 (fifteen) Working Days of the notice in paragraph 3.3.1 (or at any time following approval of the Ravensbury Community Centre Scheme) the Council may notify the Owner of the Ravensbury Temporary Community Centre Contribution; and
- 3.3.3 prior to Commencing the Phase of the Ravensbury Development on which the Existing Ravensbury Community Centre is closed and/or otherwise rendered unusable and provided that the Council has confirmed in writing its satisfaction with the evidence provided at paragraph 3.3.1 above (unless as part of the approved Ravensbury Community Centre Scheme) the Owner shall at the Council's election :
 - (a) Practically Complete the Ravensbury Temporary Community Centre, in accordance with the details for temporary provision set out in the approved Ravensbury Community Centre Scheme and ensure it is ready for use, open and accessible to the public to the Council's reasonable satisfaction, or
 - (b) pay to the Council the Ravensbury Temporary Community Centre Contribution;
- 3.3.4 not Commence the Phase of the Ravensbury Development in which the Existing Ravensbury Community Centre closes or is otherwise rendered unusable until the Ravensbury Temporary Community Centre has been Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction or the Ravensbury Temporary Community Centre Contribution has been paid to the Council in accordance with paragraph 3.3.3 of this Schedule 17;
- 3.4 Where the Ravensbury Temporary Community Centre is provided or the Ravensbury Community Centre Contribution has been paid to the Council in accordance with paragraph 3.3.3 of this Schedule 17 the Owner shall
 - 3.4.1 Practically Complete the Ravensbury Community Centre and ensure that it is ready for use, open and accessible to the public to the Council's reasonable satisfaction prior to Occupation of the New Market Units in the final Phase of the Ravensbury Development; and
 - 3.4.2 not Occupy any New Market Units in the final Phase of the Ravensbury Development before the Ravensbury Community Centre has been Practically Completed, ready for use, open and accessible to the public to the Council's reasonable satisfaction.
- 3.5 The Owner shall ensure that the Ravensbury Community Centre provided pursuant to paragraph 3.2 or 3.4, and the Ravensbury Temporary Community Centre provided pursuant to paragraph 3.3 (if applicable) shall be:

- 3.5.1 made available for public use in accordance with the approved Ravensbury Community Centre Scheme; and
 - 3.5.2 managed and maintained in perpetuity in accordance with the approved Ravensbury Community Centre Scheme; and
 - 3.5.3 and the Ravensbury Community Centre or the Ravensbury Temporary Community Centre shall not be used and/or maintained at any time otherwise than in accordance with the approved Ravensbury Community Centre Scheme.
- 3.6 In the event that the Ravensbury Temporary Community Centre Contribution (or any part of it) is not expended or contractually committed prior to the Ravensbury Community Centre being made available for public use such payment shall be returned by the Council to the person who made the payment.

4 **Access to Ravensbury Park**

- 4.1 The Owner shall prior to Commencement of the Ravensbury Development undertake at its own cost and submit to the Council for approval in writing the Ravensbury Park Access Scheme and shall not Substantially Commence the Ravensbury Development until the Ravensbury Park Access Scheme has been approved by the Council in writing.
- 4.2 The Owner shall lay out, construct and Practically Complete the Ravensbury Park Access Improvements in accordance with the approved Ravensbury Park Access Scheme prior to the Occupation of 90 (ninety) Residential Units on the Ravensbury Development.
- 4.3 The Owner shall not Occupy or permit Occupation of more than 90 (ninety) Residential Units on the Ravensbury Development until the Ravensbury Park Access Improvements have been laid out, constructed and Practically Completed in accordance with the approved Ravensbury Park Access Scheme.
- 4.4 The Parties may agree within the Ravensbury Park Access Scheme that the Ravensbury Park Access Improvements shall be undertaken by the Council in which case a sum equating to the estimated costs of the Ravensbury Park Access Improvements shall be paid by the Owner to the Council within 20 (twenty) Working Days of written demand from the Council **Provided That** the date of payment shall be no earlier than Commencement of the Phase within which the Ravensbury Park Access Improvements would take place, and in such case paragraphs 4.2 and 4.3 shall not apply.

5 **River Wandle footbridge**

- 5.1 Prior to Occupation of the Ravensbury Development, the Owner shall in consultation with the Council undertake the Footbridge Assessment and shall submit the Footbridge Assessment for approval by the Council in writing.
- 5.2 The Owner shall not Occupy or permit Occupation of the Ravensbury Development until the Footbridge Assessment has been undertaken in consultation with the Council and approved by the Council in writing.
- 5.3 In the event that the agreed Footbridge Assessment demonstrates the need for a new public footbridge as a result of the Ravensbury Development, the Owner shall pay the Footbridge Contribution as set out in the Footbridge Assessment approved by the Council

pursuant to paragraph 5.1 of this Schedule 17 to the Council in full prior to Occupation of the 90th (ninetieth) Residential Unit.

- 5.4 The Owner shall not Occupy or permit Occupation of more than 89 (eighty nine) Residential Units until the Footbridge Contribution has been paid to the Council in full.
- 5.5 In the event that the Footbridge Contribution (or any part of it) is not expended or contractually committed after (five) years of the date the contribution is paid such payment shall be returned by the Council to the person who made the payment.

Schedule 18

Scheme Linking

Not to Occupy more than 607 (six hundred and seven) New Market Units on the High Path Development until:

- 1 at least 100 (one hundred) Residential Units (including those Residential Units provided in the Ravensbury Kickstart Development) have been constructed and made ready for Occupation to the Council's reasonable satisfaction in the Ravensbury Development and Ravensbury Kickstart Development; and
- 2 at least 131 (one hundred and thirty one) Residential Units have been constructed and made ready for Occupation to the Council's reasonable satisfaction in the Eastfields Development.

Schedule 19

Build to Rent

- 1 The Owner
- 1.1 shall submit as part of each Reserved Matters Application for the High Path Development details of the number of Build to Rent Units that shall form part of the respective Phase of the Development
- 1.2 shall:
- 1.2.1 prior to Occupation of any Build to Rent Units within a Relevant Phase submit to the Council the Build to Rent Management Plan for approval (as approved, the **Approved Build to Rent Management Plan**);
 - 1.2.2 not Occupy or cause or permit the Occupation of any Build to Rent Unit within a Relevant Phase until the Build to Rent Management Plan for that Phase has been submitted to and approved in writing by the Council;
 - 1.2.3 construct the Build to Rent Units in accordance with the Relevant Reserved Matters Application as approved by the Council;
 - 1.2.4 not Occupy or cause or permit the Occupation of the Build to Rent Units except for the purpose of Build to Rent for the Build to Rent Term and not otherwise than in accordance with the Approved Build to Rent Management Plan (subject to any amendments agreed in writing with the Council);
 - 1.2.5 to provide the Council with notification of the number and date of Occupation of each Build to Rent Unit and the date of expiration of the Build to Rent Term for each Build to Rent Unit within six (6) months of Practical Completion of each Phase which includes Build to Rent Units (if any Build to Rent Units within that Phase are not Occupied at that time, then on Occupation of each Build to Rent Units);
 - 1.2.6 upon reasonable written request and no more frequently than annually, provide to the Council such evidence as the Council reasonably requires to demonstrate the Build to Rent Units are being used as Build to Rent and the Owner's compliance with the Approved Build to Rent Management Plan;

PROVIDED THAT this paragraph 1.2 of Schedule 19 shall cease to apply in respect of the Build to Rent Units upon a Clawback Disposal (PROVIDED THAT the Owner has paid the Build to Rent Clawback Contribution to the Council in accordance with paragraph 2 of this Schedule 19).

2 **Build To Rent Covenant**

- 2.1 The Owner shall pay the Build to Rent Clawback Contribution to the Council within thirty (30) Working Days of a Clawback Disposal.
- 2.2 Not less than 30 (thirty) Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:

- 2.2.1 the anticipated date of that Clawback Disposal;
 - 2.2.2 the Build to Rent Unit(s) which are intended to be Disposed and its size in m² (Gross Internal Area) and number of Habitable Rooms;
 - 2.2.3 the amount of consideration to be paid under that Clawback Disposal for each Build to Rent Unit which is intended to be Disposed (including documentary evidence) net of reasonable incentives and sales costs necessary to achieve completions;
 - 2.2.4 the Owner's calculation of the Build to Rent Clawback Contribution; and
 - 2.2.5 the identity and address of the person(s) to whom the Build to Rent Unit(s) are intended to be Disposed.
- 2.3 The Council shall assess the information submitted under paragraph 2.2 of this Schedule 19 to determine the Build to Rent Clawback Contribution.
- 2.4 The Council may appoint an external consultant to assess the information submitted under paragraph 2.2 of this Schedule 19 and to determine the Build to Rent Clawback Contribution.
- 2.5 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 2.2 of this Schedule 19 and in determining the Build to Rent Clawback Contribution including those of any external consultant appointed under paragraph 2.4 of this Schedule 19 within 30 (thirty) Working Days of receipt of a written request for payment.
- 2.6 If the Council and/or its external consultant requests from the Owner further information or evidence to determine the Build to Rent Clawback Contribution, the Owner shall provide any reasonably required information to the Council and/or the external consultant (as applicable and with a copy to the other Party) within 10 (ten) Working Days of receiving the relevant request (or such other time period that may be agreed between the Parties) and this process may be repeated until the Council and/or its external consultant has all the information it reasonably requires to determine the Build to Rent Clawback Contribution.
- 2.7 The Council shall notify the Owner in writing of the Build to Rent Clawback Contribution and shall use Reasonable Endeavours to do so no later than 30 (thirty) Working Days after receipt of the information submitted under paragraph 2.2 of this Schedule 19 or further information submitted in accordance with paragraph 2.6 of this Schedule 19.
- 2.8 If the Council has not notified the Owner in writing of the Build to Rent Clawback Contribution within 30 (thirty) Working Days of receipt of the information set out at paragraph 2.2 or further information submitted in accordance with paragraph 2.6 of this Schedule 19 the Owner shall pay the sum it reasonably estimates to be the Build to Rent Clawback Contribution (the **Estimated Build to Rent Clawback Contribution**) in accordance with the timeframes provided at paragraph 2.1.
- 2.9 In the event of paragraph 2.8 no later than 10 (ten) Working Days after the Council notifies the Owner in writing of the Build to Rent Clawback Contribution (or, if a dispute relating to the Build to Rent Clawback Contribution is referred to dispute resolution in accordance

with clause 11, no later than 10 (ten) Working Days after the final determination of the Build to Rent Clawback Contribution), the Owner shall pay to the Council (or the Council shall reimburse to the Owner) the difference between the Build to Rent Clawback Contribution and the Estimated Build to Rent Clawback Contribution.

- 2.10 The Council shall use the Build to Rent Clawback Contribution to provide additional Affordable Housing in its administrative area.
- 2.11 The Owner shall notify the Council in writing promptly upon the completion of a Clawback Disposal.

3 Build to Rent and the Affordable Housing Reappraisals

- 3.1 In the event that the Owner changes the tenure of any Build to Rent Unit to a New Market Unit, the value implications of such change in tenure shall be reflected in a transparent manner within the Affordable Housing Reappraisal process and any value difference shall be subject to the Build to Rent Clawback provisions.
- 3.2 The valuation methodology of the Build to Rent Units shall be reflected within the Financial Appraisal Model and shall be monitored and updated through the Affordable Housing Reappraisal process to reflect any market changes.
- 3.3 On expiry of the respective Build to Rent Term the relevant Build to Rent Units which still remain for the purpose of Build to Rent shall no longer be subject to the Build to Rent provisions or restricted as Build to Rent Units or subject to any Build to Rent Clawback Contribution.

Schedule 20

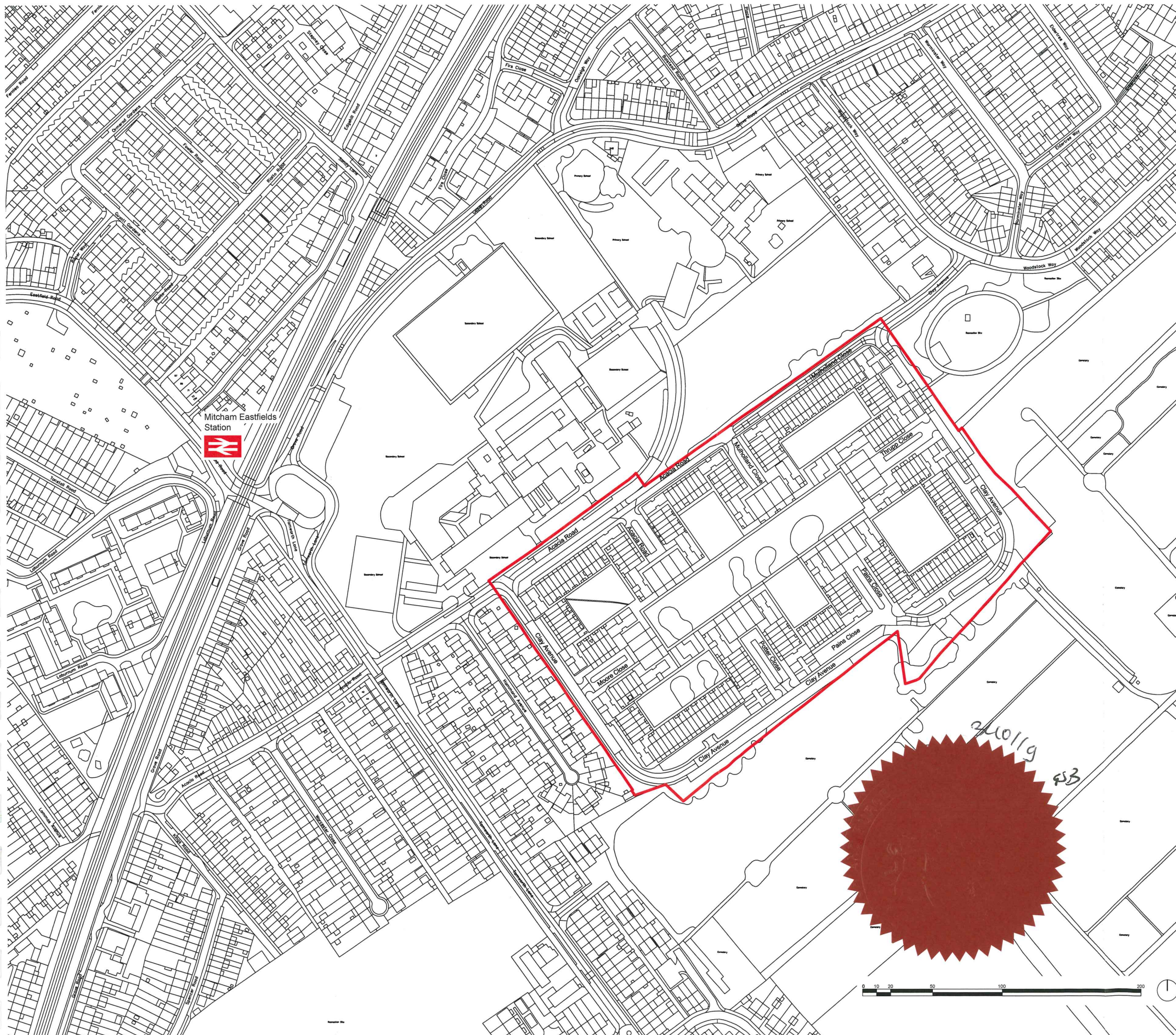
Floodplain Mitigation Strategy (Ravensbury Development)

The Owner shall:

- 1 ensure that the Floodplain Mitigation Measures are considered in the context of the 1% annual probability (1 in 100 year) flood level including a +35% allowance for climate change
- 2 ensure all works carried out to secure Flood Mitigation Measures at the Ravensbury Development are undertaken not otherwise than in accordance with the Flood Mitigation Strategy as approved in writing by the Council;
- 3 ensure that the Flood Mitigation Measures enables the Ravensbury Development to allow floodwater flow in and out and that it drains effectively in time without impacting properties;
- 4 ensure that the Flood Voids have a minimum of 1m of open void length per 5m length of wall;
- 5 provide void openings along all external walls where Flood Voids are in place;
- 6 ensure that all Flood Mitigation Measures, are fully implemented maintained and remains operational for the lifetime of the Ravensbury Development and for the avoidance of doubt the Floodplain Mitigation Strategy and Flood Void shall be used exclusively for floodplain storage and no other storage;
- 7 maintain site levels as per the Topographical Plan for floodplain compensation delivery ensuring that the levels do not change for the lifetime of the Ravensbury Development

Appendix 1

Plan 1



Standard notes

1. Do not scale this drawing unless by agreement with Levitt Bernstein, Cullinan Studio and Proctor and Matthews Architects.
2. All dimensions must be checked on site and any discrepancies verified with the architect.
3. Unless shown otherwise, all dimensions are to structural surfaces.

This is not a contract and is for the purpose of information only and should not be used as such.

Drawing notes

Site Boundary

Site area: 6.9ha

Richard Lyne
14/11/19

FOR APPROVAL

**Eastfields Estate
 Regeneration**

Outline Planning Application

Client Clarion Housing Group Ltd	Date 21/04/2017
	Author CL

Project address Eastfields Estate	Checked VD
	Drawing Estate Location Plan

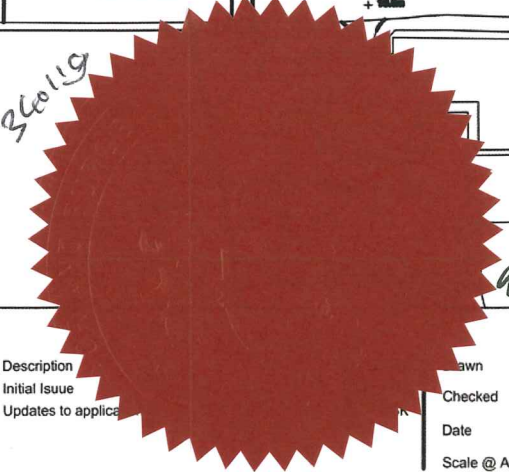
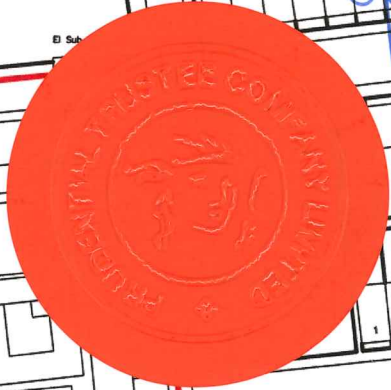
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File Name	Revision A
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CULLINAN STUDIO	Foundry 5 Baldwin Terrace London N1 7RU +44 (0)20 7704 1975
Levitt Bernstein People.Design	1 Kingsland Passage London E8 2BB +44 (0)20 7275 7676
Proctor & Matthews Architects	7 Blue Lion Place London SE1 4PU +44 (0)20 7378 6695

Appendix 2

Plan 2



Key
 - Application Boundary
 - Blue line boundary - Phase One



Rev	Date	Description
-	04.17	Initial Issue
A	11.17	Updates to application

Drawn
 Checked
 Date
 Scale @ A3

FC
 SK
 NOV 2017
 1:1250

HIGH PATH MASTERPLAN
SITE LOCATION PLAN

AA4586_2001
REV A
 FOR PLANNING FOR APPROVAL

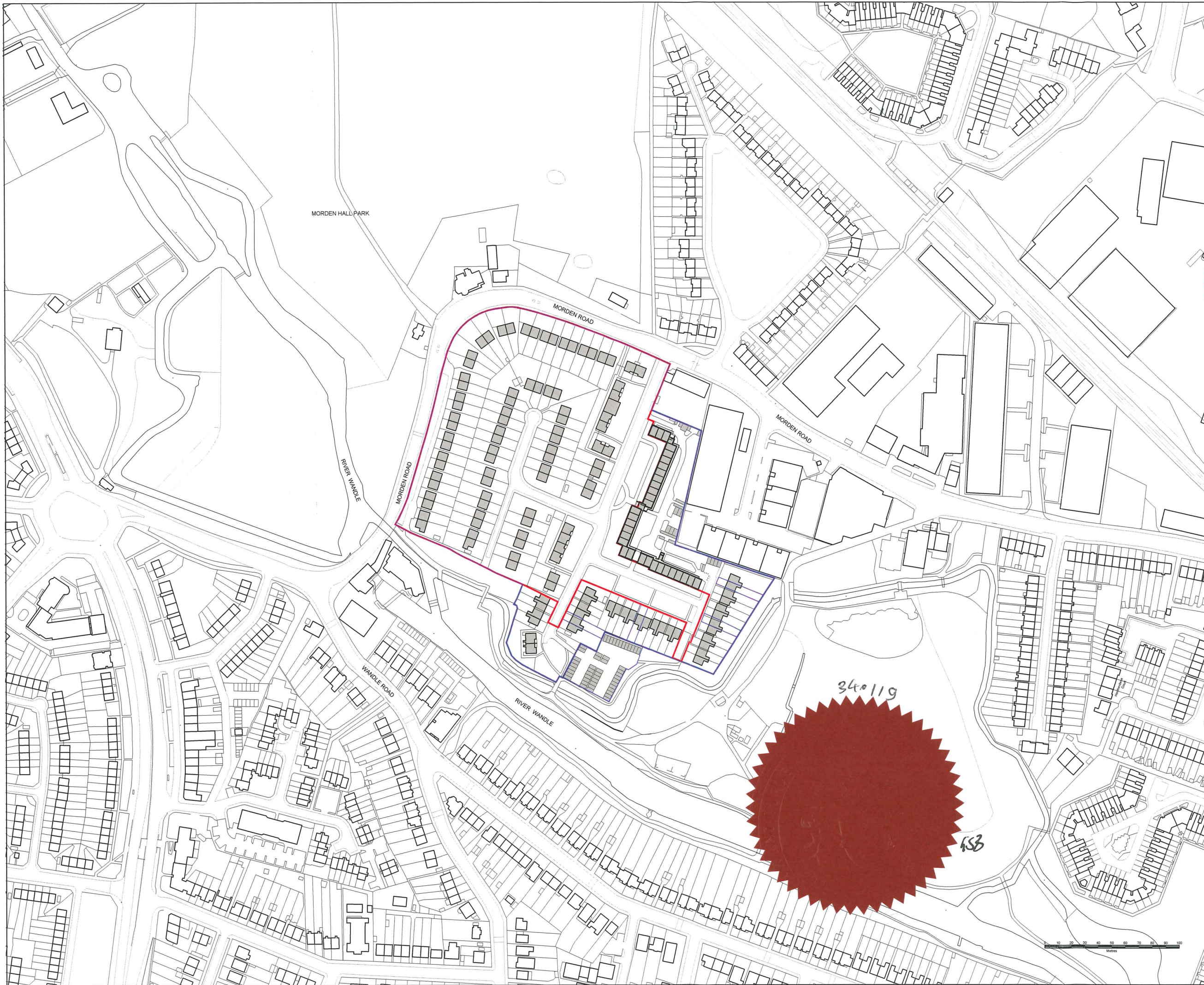
CDM REGULATIONS 2015. All current drawings and specifications for the project must be read in conjunction with the Designer's Hazard and Environment Assessment Record. All intellectual property rights reserved. Do not scale, unless by agreement with PRP.

Designed with reference to the surveys, information and reports listed: Ordnium Survey Map, Topographical Survey 14804-S1A, Utilities Radar Scan PAS128 25451, Tree Survey 54154-02. Figured dimensions to be worked to in all cases.

Michael Bywood
PRP
 415

Appendix 3

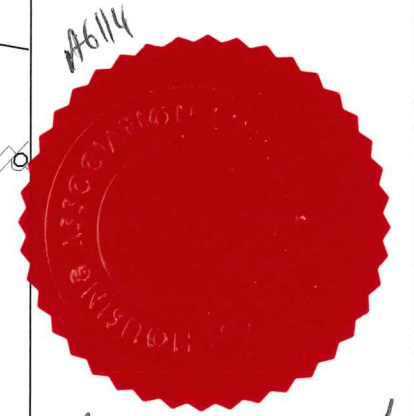
Plan 3



Do not scale from drawings unless by agreement with HTA. Use figured dimensions only. Check all dimensions on site prior to commencing the works. Drawing to be read in conjunction with other relevant consultant information.

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- Application Site Boundary
- Estate Boundary Under CHMP Ownership



Handwritten signature: P. Stubbly



Handwritten signature in blue ink

Rev	Date	Drawn	Description	Status
B	01.11.17	JCD	Status updated to reflect drawing is for approval	
A	24.04.17	NMA	Updated Key	
	21.04.17	NMA	Issue for planning	

FOR APPROVAL
 client / project
Clarion Housing Group Ltd.
Ravensbury, Merton
 drawing title
Site Location Plan

drawing number
CAG-REM-00 DR 0001 revision
 scale @ A3
 1:2500
 originators by
 ECH
 project number
 CAG - REM

hta
 106-110 Kentish Town Road, London, NW1 9PX
 T: 020 7495 8555
 www.hta.co.uk

340119

153

Appendix 4

District Heating Network Strategy – Indicative Table of Contents

District Heating Network Strategy

- 1 One page Executive Summary
- 2 Introduction:
 - 2.1 *Purpose of document*
 - 2.2 *Context:*
 - i. *Summary of relevant development proposals*
 - ii. *Signposting of relevant energy strategy/ies for development and/or wider MRP*
 - iii. *Summary of key relevant legislation and contemporary DHN sector/market*
- 3 Feasibility:
 - 3.1 *Summary of DHN feasibility process undertaken, presented using PESTLE analysis or similar*
 - 3.2 *Consideration of:*
 - i. *on-site development and customers*
 - ii. *local off-site customers*
 - iii. *any relevant local DHN by others*
- 4 Viability
 - 4.1 *Summary of DHN viability considerations*
 - 4.2 *Consideration of viability;*
 - 4.2.1 *For the Owner;*
 - 4.2.2 *For occupiers of the Development*
- 5 DHN design and specification
 - 5.1 *Simple summary*
 - 5.2 *Key drawings, schematics and design specifications*
- 6 DHN operation and maintenance
 - 6.1 *Simple summary*

- 6.2 *Key organisational schematics and service specifications*
- 7 Programme:
- 7.1 *Timeline and key milestones related to delivery and operation of DHN*
- 8 Appendices

Appendix 5

Affordable Housing Reappraisal – Worked Example and Assumptions

Part 1 – Assumptions

Income from existing properties	means the value attributed to income that will continue to be generated by retained properties in the Ravensbury Estate.
Professional Fees	means those fees associated with the use of consultants, advisers and costs associated with future planning applications representing 8.5% of the total build costs.
Marketing Costs	means those costs associated with the sale of new homes across the Sites reflecting 2.0% of Sales GDV.
Sales Agency Costs	means those costs associated with the sale of new homes across the Sites reflecting 1.0% of Sales GDV.
Sales Legal Costs	means those costs associated with the sale of new homes across the Sites reflecting 0.25% of the Sales GDV.
Commercial Lettings Costs	means those costs reflecting 15.0% of the ERV.
Decent Homes Works	means those costs savings associated with Decent Homes Works that would otherwise be required.
Value Added Tax (VAT)	means the recovery of VAT on Decent Homes Works.

Part 2 – Worked Example

A worked-up estimate of the net additional homes cap is provided below:

- 1 The maximum number of homes in the Development across the three Sites is 2,705
- 2 This 2,705 home figure is made up of:
 - 2.1 1,171 replacement homes, of which:
 - 2.1.1 690 Affordable Housing Units;
 - 2.1.2 481 Replacement Housing Units;

3 1,534 additional new homes (of any tenure).

50% of 1,534 (see 2.2 above) = 767 affordable homes (net). **This totals a cap of 1,457 affordable homes**, being made up of 767 + 690 (see 2.1.1).

Appendix 6

Affordable Housing Reappraisal – Officers Timesheets

March to April

Week	Type	Hours	Half Day Hour
Week 12	Monday 18/03/2019	0:00	0:00
	Tuesday 19/03/2019	0:00	0:00
	Wednesday 20/03/2019	0:00	0:00
	Thursday 21/03/2019	0:00	0:00
	Friday 22/03/2019	0:00	0:00
	Saturday 23/03/2019	0:00	0:00
	Sunday 24/03/2019	0:00	0:00
WEEK TOTAL		0:00	0:00

Week 13	Monday 25/03/2019	0:00	0:00
	Tuesday 26/03/2019	0:00	0:00
	Wednesday 27/03/2019	0:00	0:00
	Thursday 28/03/2019	0:00	0:00
	Friday 29/03/2019	0:00	0:00
	Saturday 30/03/2019	0:00	0:00
	Sunday 31/03/2019	0:00	0:00
WEEK TOTAL		0:00	0:00

Week 14	Monday 01/04/2019	0:00	0:00
	Tuesday 02/04/2019	0:00	0:00
	Wednesday 03/04/2019	0:00	0:00
	Thursday 04/04/2019	0:00	0:00
	Friday 05/04/2019	0:00	0:00
	Saturday 06/04/2019	0:00	0:00
	Sunday 07/04/2019	0:00	0:00
WEEK TOTAL		0:00	0:00

Week 15	Monday 08/04/2019	0:00	0:00
	Tuesday 09/04/2019	0:00	0:00
	Wednesday 10/04/2019	0:00	0:00
	Thursday 11/04/2019	0:00	0:00
	Friday 12/04/2019	0:00	0:00
	Saturday 13/04/2019	0:00	0:00
	Sunday 14/04/2019	0:00	0:00
WEEK TOTAL		0:00	0:00
4 WEEK TOTAL		0:00	0:00

Project and Time Taken Data

Select Stats Beginning Date: 01 April 2019

Select Stats End Date: 01 December 2022

All Hours

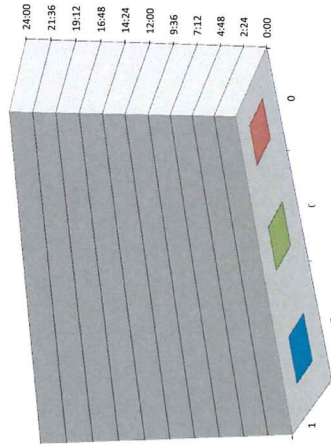
nb. (not restricted by dates entered in project and time taken data to left)

Weekday Hours Worked	Hours	Days
Weekend Hours Worked	0:00	0
	0:00	0

Selected Projects:

Hours	0:00
	0:00
	0:00

Time spent on projects between dates set out above



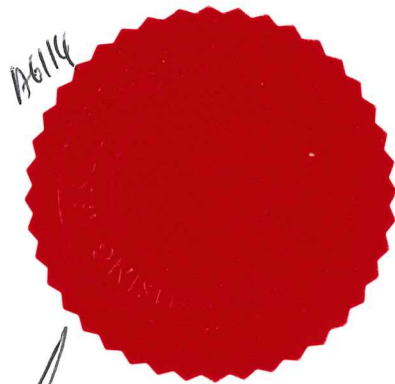
Executed as a Deed by affixing)
the **Common Seal of The Mayor**)
and Burgesses of the London Borough)
of Merton in the presence of:)



G.S. Beaumont
Authorised Signatory

Authorised Signatory

Executed as a Deed by affixing)
the **Common Seal of**)
Clarion Housing)
Association Limited)
in the presence of:-)



[Handwritten signature]
[Handwritten initials]

Authorised Signatory

Authorised Signatory

Executed as a deed by affixing the common)
seal of **Prudential Trustee Company**)
Limited in the presence of:)

.....
Sealing Officer

[Handwritten signature]

U Avan-Nomayo

