

Dated

2019

**[OWNER]**

**AND**

**[MORTGAGEE]**

**AND**

**and**

**[Developer]**

**and**

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW**

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**DEED OF PLANNING OBLIGATION**

made under Section 106 of the Town and Country Planning Act 1990 and section 16  
of the Greater London Council (General Powers) Act 1974  
relating to land known as  
Grange Farm Estate  
in the London Borough of Harrow

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HB Public Law

PO Box 2

Civic Centre

Station Road

HA1 2UH

Our ref: HRWC-PSPS-016290b

**THIS DEED** is made the            day of            2019  
**BY:**

(1) OWNER NAME] of [address] (“the Owner”); and

**(2) [Developer] of [address] (“the Developer”) and**

(3) **[MORTGAGEE NAME]** (Company Registration Number [     ]) whose registered address is [address] (“**the Mortgagee**”)

**(4) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW**  
(in its capacity as Local Planning Authority) of PO Box 2, Civic Centre,  
Station Road, Harrow HA1 2UH ("**Council**")

**RECITALS: -**

- (A) For the purposes of the Act, the Council is the local planning authority for the area within which the Site is located and for the purposes of the Planning Permission.
- (B) The Owner is the registered freehold proprietor of the Site registered at the Land Registry under title number [xxxx].
- (C) The Mortgagee holds a registered charge over the Site dated [date] and consents to the Owner entering into this Unilateral Undertaking.
- (D) On 27 July 2016, the Owner through their agents made the Application to the Council for the Planning Permission to carry out the Development.
- (E) By a meeting of its Planning Committee held on 21 March 2018, the Council resolved to grant Planning Permission for the Development on the Land subject to conditions and completion of this Deed
- (F) The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (G) The Owner is satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are

directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. Definitions and Interpretation**

1.1 For the purposes of this Deed the following expressions shall have the following meanings:

<b>“1990 Act”</b>	the Town & Country Planning Act 1990 (as amended);
<b>“Additional Affordable Housing Scheme”</b>	means a scheme to be prepared by the Developer and submitted to the Council in accordance with schedule 2 of this Deed detailing the Additional Affordable Housing Units to be provided and which: a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s); b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.6 of schedule 2 applies;
<b>“Additional Affordable Housing Units”</b>	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable

	Housing Scheme to be approved under paragraph 5 of schedule 2 of this Deed;
<b>"Affordable Housing"</b>	<p>means housing including provided to eligible households whose needs are not met by the market and which housing should</p> <ul style="list-style-type: none"> <li>(a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and</li> <li>(b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision housing to be made available to persons regarded by the Council as in need of housing whose incomes are insufficient to enable them to rent or buy housing available locally on the open market;</li> </ul>
<b>"Affordable Housing Accommodation Schedule"</b>	means the schedule to be provided in accordance with the Second Schedule and which includes details of tenure and mix;
<b>"Affordable Housing Provider"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a provider of Affordable Housing registered under section 111 of the</li> </ul>

	<p>Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);</p> <p>(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or</p> <p>(c) any other body specialising in the provision of Affordable Housing</p> <p>in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed);</p>
<b>"Affordable Housing Units"</b>	<p>means the two hundred and seventy four (274) residential units to be constructed on the Land as Affordable Housing and as part of the Development comprising a minimum of two hundred and forty nine (249) Social Rented Units (723 habitable rooms) and a minimum of twenty five (25) Shared Ownership Housing Units (62 Habitable Rooms) which are to be occupied by persons nominated by the Council to the Registered Provider in accordance with the Nomination Agreement and <b>"Affordable Housing Unit"</b> shall be construed accordingly;</p>
<b>"Affordable Housing Target Tenure Split"</b>	<p>means:</p> <p>(a) a minimum of [60] per cent (by Habitable Room) of the Affordable Housing Units to be provided as Social Rented Housing; and</p>

	(b) a maximum of [40] per cent (by Habitable Room) of the Affordable Housing Units to be provided as Shared Ownership Housing;
<b>"Air Cadets Facility"</b>	means the facility to be provided either within the Site or off the Site for the relocation of the Air Cadets with a minimum floorspace of 282sqm;
<b>"Application Stage Build Costs"</b>	means £131,387,125.00 (ONE HUNDRED THIRTY ONE MILLION, THREE HUNDRED EIGHTY SEVEN THOUSAND, ONE HUNDRED AND TWENTY FIVE POUNDS) being the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal;
<b>"Application Stage GDV"</b>	means £192,548,312 (ONE HUNDRED NINETY TWO MILLION, FIVE HUNDRED FORTY EIGHT THOUSAND, THREE HUNDRED AND TWELVE POUNDS) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy;
<b>"Application Stage Viability Appraisal"</b>	means the financial viability appraisal dated 15 January 2019 and titled Red loft

	Development Appraisal that was submitted in relation to the Planning Application and independently assessed by the Council;
<b>“Average Intermediate Housing Value”</b>	means the average value of London Living Rent Housing, the Discounted Market Rent Housing or London Shared Ownership Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Developer;
<b>“Average Low Cost Rent Housing Value”</b>	means the average value of London Affordable Rented Housing or London Social Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Developer;
<b>“Average Open Market Housing Value”</b>	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be

	assessed by the Council and the Developer;
<b>“Biodiversity / Ecological Value Assessment”</b>	means the assessments to be carried out by the Developer of the existing Site
<b>“Biodiversity / Ecological Value Contribution”</b>	means a financial contribution to be paid the Developer to the Council in accordance with para 5 Schedule 9 of this Deed
<b>“Build Costs”</b>	<p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices;</li> <li>(c) costs certified by the Developer's quantity surveyor, costs consultant or agent</li> </ul> <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> <li>(i) professional, finance, legal and marketing costs;</li> <li>(ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and</li> <li>(iii) any costs arising from Fraudulent Transactions</li> </ul>



<b>"Car Club"</b>	means a car hiring club which Occupiers of the Development may join and which allows members to hire a car made available by the Car Club Operator from the Car Club Parking Space;
<b>"Car Club Operator"</b>	means the operator of the Car Club being a company accredited by Carplus;
<b>"Car Club Parking Space"</b>	means the car parking space to be provided in a location to be agreed with the Council and to be used for the sole purpose of parking Car Club cars;
<b>"Carplus"</b>	means Carplus (registered charity no. 1093980) or its successor or equivalent organization as may be agreed in writing with the Council being the umbrella organization for the promotion of sustainable car use and which gives accreditation to car club operators that meet set standards promoting responsible car use;
<b>"Chargee"</b>	means any mortgagee or chargee of the Registered Provider or the successors in title to such mortgagee or chargee or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 (as amended);
<b>"Commencement of Development"</b>	means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development

	<p>begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, except for archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and <b>“Commence Development”</b> <b>“Commence”</b> or <b>“Commenced”</b> shall be construed accordingly;</p>
<b>“Community Centre”</b>	<p>means the community centre of up to 1,350sqm for D1/D2 uses to be provided within plot 9 (As shown on the approved plans within planning permission P/3524/16) and in accordance with the approved Design Code</p>
<b>“Component”</b>	<p>means a part of the Development including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) Open Market Housing Units;</li> <li>(b) Affordable Housing Units;</li> <li>(c) Additional Affordable Housing Units;</li> <li>(d) commercial units;</li> <li>(e) any other floorspace;</li> <li>(f) property; and</li> <li>(g) land</li> </ul>

<b>“CPZ”</b>	means a controlled parking zone;
<b>“CPZ Contribution”</b>	means the sum of £40,000.00 (FORTY THOUSAND POUNDS) to be paid by the Developer to the Council towards the assessment and implementation of the CPZ;
<b>“DDEN”</b>	means a future district decentralised energy network within the Borough;
<b>“DDEN Safeguarding Route”</b>	means the route from the On-Site Energy Centre to [x] such route to be capable of housing the infrastructure required to connect the Development to any DDEN;
<b>“Development”</b>	<p>means the comprehensive phased redevelopment of the Grange Farm Estate. The Development comprises two elements:</p> <ul style="list-style-type: none"> <li>(i) Detailed Planning Application for Phase 1 (Plot 2) comprising; demolition of existing dwellings; erection of buildings C, D and E ranging from 3 to 7 storeys in height to provide 89 residential units; realignment of public highway; landscaping of public realm; associated parking and cycle parking spaces and</li> <li>(ii) Outline Application for access only and subject to Design Code (December 2017) in respect of Phases 2 and 3 comprising:</li> </ul>

	<p>Demolition of existing buildings; erection of buildings on Plots 1 and 3 to 8 of up to max 93.70 metres in height above ordnance survey to provide 485 residential units; community centre (up to 1,350sqm) for D1/D2 uses within Plot 9; community facility (up to 282sqm) for D1 use within Plot 7</p>
<b>“Development Viability Information”</b>	<p>means</p> <p>(a) in respect of Formula 1b:</p> <p>(i) Early Stage Review GDV; and</p> <p>(ii) Early Stage Review Build Costs;</p> <p>(b) in respect of Formula 2:</p> <p>(i) Average Open Market Housing Value</p> <p>(ii) Average Low Cost Rent Housing Value; and</p> <p>(iii) Average Intermediate Housing Value;</p> <p>(c) in respect of Formula 3:</p> <p>(i) Late Stage Review Actual GDV;</p> <p>(ii) Late Stage Review Actual Build Costs;</p> <p>(iii) Late Stage Review</p>

	<p>Estimated GDV; and</p> <p>(iv) Late Stage Review Estimated Build Costs; and</p> <p>(d) in respect of Formula 4:</p> <p>(i) Average Open Market Housing Value</p> <p>(ii) Average Low Cost Rent Housing Value; and</p> <p>(iii) Average Intermediate Housing Value</p> <p>and including in each case supporting evidence to the Council's and the GLA's reasonable satisfaction</p>
<b>"Early Stage Review Build Costs"</b>	<p>means the sum of:</p> <p>(a) the estimated Build Costs remaining to be incurred; and</p> <p>(b) the Build Costs actually incurred at the Early Stage Review Date</p>
<b>"Early Stage Review Date"</b>	<p>means the date twenty four (24) months from but excluding the date of grant of the Planning Permission</p>
<b>"Early Stage Review GDV"</b>	<p>means the sum of</p> <p>(a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence; and</p> <p>(b) all Public Subsidy and any Development related income</p>

	<p>from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable)</p>
<b>“Eligible Purchaser”</b>	<p>means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000</p>
<b>“Eligible Renter”</b>	<p>means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Discounted Market Rent Housing Unit (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report PROVIDED ALWAYS that existing or former residents of the estate will be given priority to occupy the new affordable dwellings on the estate notwithstanding the above limits AND in line with the Decant Policy attached at Schedule [...]</p>

<p><b>“Employment and Training Contribution”</b></p>	<p>means the sum of £118,000.00 (ONE HUNDRED AND EIGHTEEN THOUSAND POUNDS) to be paid by the Developer to the Council towards the management and delivery of the construction training programme (Construction Employment Initiative (CEI)) based on estimated time / salary of the employment coordinator to deliver the CEI over the duration of the works</p>
<p><b>“Employment Coordinator”</b></p>	<p>means a person employed to assist in the placement of job seekers living in the Council's administrative areas into jobs arising from the construction of the Development only</p>
<p><b>Employment and Recruitment Plan”</b></p>	<p>means a plan in writing (to be submitted prior to construction of development each phase) the Owner to the Council in accordance with paragraph 4 of Schedule 3 setting out measures to facilitate the provision of construction training and employment opportunities for residents from within the Council's administrative area, the nature and extent of which shall be agreed jointly by the Council and the Owner that includes:</p> <ul style="list-style-type: none"> <li>(a) employment and training initiatives and opportunities relating to the construction of the Development and details of sector delivery;</li> <li>(b) initiatives to work with new employees and employers</li> </ul>

	<p>including jobs brokerage and the provision of appropriate training with the objectives of ensuring effective transition into work and sustainable job outcomes;</p> <p>(c) a target for the apprentices to be employed on the Land and for the percentage of residents to be employed on the Land by or through local recruitment agencies or such other recruitment agencies or job centres as may reasonably be considered appropriate;</p> <p>(d) a target for the percentage of BAME and women workers to be employed on the site through local recruitment agencies or job centres as may reasonably be considered appropriate;</p> <p>(e) the timings and arrangements for the implementation of such initiatives; and</p> <p>(f) suitable mechanisms and information for the monitoring of the effectiveness of such initiatives.</p>
<b>“Expert”</b>	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 6 to determine a dispute;
<b>“External Consultant”</b>	means the external consultant(s)



	appointed by the Council to assess the Development Viability Information
<b>"Formula 1b"</b>	means the formula identified as "Formula 1b" within the annex to schedule 2
<b>"Formula 2"</b>	means the formula identified as "Formula 2" within the annex to schedule 2
<b>"Formula 3"</b>	means the formula identified as "Formula 3" within the annex to schedule 2
<b>"Formula 4"</b>	means the formula identified as "Formula 4" within the annex to schedule 2
<b>"Fraudulent Transaction"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV and/or artificially increase the Late Stage Review Actual Build Costs; or</li> <li>(b) a Disposal that is not an arm's length third party bona fide transaction</li> </ul>
<b>"Future District Wide Heat Network"</b>	means a District Wide Heat Network capable of serving the site
<b>"Future District Wide Heat Network Safeguarding Route"</b>	means a route from the On-Site Energy Centre to the boundary of the Land to enable the potential connection to a District Wide Heat Network ;
<b>"GLA"</b>	means the Greater London Authority or any successor in statutory function

<b>“Habitable Room”</b>	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13sqm or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13sqm, bathrooms, toilets, corridors and halls
<b>“Highways Agreement”</b>	means the agreement to be entered into under section 38 and section 278 of the Highways Act 1980 to undertake the Highway Works;
<b>“Highway Works”</b>	means the highway works required to facilitate the Development as set out in the approved drawings under planning permission P/3524/16 conditions 19 and 20 of the Planning Permission and in accordance with Schedule 6;
<b>“Household”</b>	means, in relation to a person “A”, A and all other persons who would, after purchasing a Shared Ownership Housing Unit share that Shared Ownership Housing Unit with A and one another as the only or main residence of both A and such other persons;
<b>“Household Income”</b>	means: (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser’s or Eligible Renter’s Household; and

	(b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households
<b>"Housing Units"</b>	means the Affordable Housing Units and the Open Market Housing Units and the expression <b>"Housing Unit"</b> shall be construed accordingly;
<b>"Index"</b>	means the All items Index of Retail Prices issued by the Office of National Statistics or such other index which may from time to time be issued as a replacement;
<b>"Interest"</b>	means interest at 4% above the base lending rate of the Bank of England;
<b>"Intermediate Housing"</b>	means Discounted Market Rent Housing, Shared Ownership Housing Units or all or any of them (as the context requires)
<b>"Land Registry"</b>	means Her Majesty's Land Registry, which can be found at <a href="http://www.gov.uk/government/organisations/land-registry">www.gov.uk/government/organisations/land-registry</a> ;
<b>"Land Value Benchmark"</b>	means the sum of [£14,773,493.00
<b>"Late Stage Review Actual Build Costs"</b>	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any

	contingency allowance;
<b>“Late Stage Review Actual GDV”</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;</li> <li>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and</li> <li>(c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council In respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b);</li> </ul>
<b>“Late Stage Review Cap”</b>	means the cap on the Late Stage Review contribution as calculated in accordance with Formula 4;
<b>“Late Stage Review Contribution”</b>	means a financial contribution for the provision of off-site Affordable Housing in the Council’s administrative area the precise value of which shall be calculated in accordance with Formula 3 and which

	shall be subject to the Late Stage Review Cap;
<b>“Late Stage Review Date 1”</b>	means the date on which 75 per cent of the Residential Units of Phase 2 have been Disposed as determined by the Council pursuant to Schedule 2;
<b>“Late Stage Review Cap 1”</b>	means the cap on the Late Stage Review 1 contribution as calculated in accordance with Formula 4;
<b>“Late Stage Review Date 2”</b>	means the date on which 75 per cent of the Residential Units of Phase 3 have been Disposed as determined by the Council pursuant to Schedule 2;
<b>“Late Stage Review Cap 2”</b>	means the cap on the Late Stage Review 2 contribution as calculated in accordance with Formula 4;
<b>“Late Stage Review Estimated Build Costs”</b>	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date;
<b>“Late Stage Review Estimated GDV”</b>	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence;
<b>“London Plan”</b>	means the London Plan published in March 2016 as revised from time to time;

<p><b>“London Plan Annual Monitoring Report”</b></p>	<p>means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;</p>
<p><u>“Low Cost Rent Housing”</u></p>	<p><u>means Social Rented Housing;</u></p>
<p><b>“Market Value”</b></p>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller and a willing buyer;</li> <li>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</li> <li>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</li> <li>(d) that both parties to the transaction have acted knowledgeably,</li> </ul>

	prudently and without compulsion;
<b>"Mayor's Funding Guidance"</b>	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
<b>"National Rent Regime"</b>	means the regime under which the social rents of tenants and social housing are set or any replacement guidance or regime of a similar nature;
<b>"Nomination Agreement"</b>	the agreement relating to the nomination rights of the Council in respect of the Affordable Housing Units to be entered into between the Registered Provider and the Council prior to occupation of the Affordable Housing Units and based on the draft annexed for illustrative purposes in the form annexed to Schedule 4 of this Deed;
<b>"Occupation"</b>	means occupation of the Site or any of the Housing Units forming part of the Development for the purposes permitted by the Planning Approval but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and <b>"Occupy"</b> <b>"Occupier"</b> and <b>"Occupied"</b> shall be construed accordingly;
<b>"On-Site Energy Centre"</b>	means the on-site energy centre in which combined heat and power engines will be

	installed and which shall be located beneath Block F (within Phase 2 of the Development) and a temporary site within Phase 1 as shown [x] on Plan [X] or such other location as may be approved in writing by the Council pursuant to an application under Section 96A of the 1990 Act;
<b>“Operative Provisions”</b>	means section 106 of the Town and Country Planning Act 1990; section 1 of the Localism Act 2011; section 111 of the Local Government Act 1972; section 16 of the Greater London Council (General Powers) Act 1974 and section 2 of the Local Government Act 2000 and all other enabling powers;
<b>“Open Market Housing Units”</b>	means the 300 Residential Units comprising 799 Habitable Rooms which are to be sold or rented on the open market and which are not Affordable Housing Units and <b>“Open Market Housing Unit”</b> shall be construed accordingly;
<b>“Phase 1”</b>	means the demolition of the existing dwellings; erection of Buildings C, D and E ranging from three to seven storeys in height to provide 89 residential units; realignment of public highway; landscaping of public realm; associated parking and cycle parking spaces;
<b>“Phases 2 and 3”</b>	means the demolition of existing



	buildings; erection of buildings on Plots 1 and 3 of up to max 91.74 metres in height above ordnance survey to provide 485 residential units; community centre (up to 1,350sqm) for D1/D2 uses within Plot 9; Community Facility (up to 282sqm) for D1 use within Plot 7;
<b>"Planning Application"</b>	means the application submitted to the Council for the Development allocated the planning reference number P/3524/16;
<b>"Planning Administration Fee"</b>	means the sum of £7,900.00 (SEVEN THOUSAND AND NINE HUNDRED POUNDS) to be paid by the Developer to the Council to cover the Council's costs of administering the obligations in this Deed;
<b>"Planning Obligations and Affordable Housing SPD"</b>	means the Planning Obligations and Affordable Housing Supplementary Planning Document formally adopted by the Council in October 2013;
<b>"Planning Permission"</b>	means the full planning permission for the Development to be granted by the Council pursuant to the Planning Application;
<b>"Practical Completion"</b>	means issue of a certificate of practical completion by the Developer's architect, civil engineer or chartered surveyor as appropriate (or if constructed by a party other than the Developer the issue of a certificate of practical completion by that other party's architect, civil engineer or

	chartered surveyor) and <b>"Practically Completed"</b> shall be construed accordingly;
<b>"Profit Level"</b>	means the agreed profit level between the Developer and the Mayor of London at 12.32% which is a blended figure made up of 15% on private residential, 2.5% on Affordable Housing and 6% on Shared Ownership
<b>"Public Open Space"</b>	means the land which is to be provided for public use and as shown on drawing number [xx]
<b>"Public Open Space Management / Maintenance Plan"</b>	<p>means a plan in writing to be submitted by the Developer to the Council for its approval setting out:</p> <ul style="list-style-type: none"> <li>• measures for a comprehensive Site wide management/maintenance of the Public Open Space</li> <li>• details of landscaping (both private and public communal areas);</li> <li>• green roofs;</li> <li>• blue infrastructure (swales etc) for the development</li> </ul>
<b>"Public Subsidy"</b>	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Developer to support the delivery of the Development and detailed within the revised Financial Viability Assessment

<b>"Purchase Price"</b>	means the price paid for each of the Housing Units by a purchaser of an Open Market Housing Unit AND FOR THE AVOIDANCE OF DOUBT this amount does not include the price paid for individual parking spaces or store rooms that have been sold separately from the Housing Units
<b>"Refuse and Recycling Onsite Arrangements"</b>	means the provision and maintenance of on-site arrangements (including the provision of suitable collection containers) by the Developer for the disposal of general waste and recyclable materials to be provided throughout the lifetime of the Development.
<b>"Registered Provider"</b>	means a provider of social housing as defined in Section 80 of the Housing and Regeneration Act 2008 who is on the Council's list of preferred providers annexed to Schedule 5 of this Deed or such other registered provider of social housing nominated by the Owner and expressly approved by the Council in writing;
<b>"Relevant Review Date"</b>	means the Early Stage Review Date or the Late Stage Review Date (as the context requires);
<b>"Rent Guidance"</b>	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department

	of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation;
<b>“Rent Standard”</b>	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation;
<b>“Reserved Matters Application”</b>	means the application to be submitted by the Developer in relation to Phases 2 and 3 for layout, scale, appearance and landscaping;
<b>“Residual Value”</b>	means income minus costs as set out in the pro-forma at the [x] Schedule
<b>“Residential Units”</b>	means the 574 units of residential accommodation comprising 1,584 Habitable Rooms to be provided as part of the Development comprising the Open Market Housing Units and Affordable Housing Units;
<b>“Revised Affordable Housing Scheme”</b>	means a scheme to be prepared by the Developer and submitted to the Council in accordance with the Second Schedule of this Deed detailing how the Surplus Profit will be applied which will include a revised Affordable Housing Accommodation

	Schedule
<b>"Sale"</b>	<p>means:</p> <p>(a) the sale of the freehold Component; or</p> <p>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent</p> <p>and <b>"Sold"</b> shall be construed accordingly;</p>
<b>"Service Charges"</b>	<p>means all amounts payable by a tenant or owner (as appropriate) of the relevant Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that rented or Shared Ownership Housing (as appropriate) Unit; provided always that such charge shall reflect the cost of services provided and shall not adversely affect the affordability of the homes</p>
<b>"Substantial Implementation"</b>	<p>means the Development has Commenced and has achieved a stage of construction above ground floor slab level in respect of at least [x] residential blocks comprised in the Development in relation to phase 1 and following commencement of development on subsequent phases.</p>
<b>"Site"</b>	<p>means the land known as Grange Farm</p>

	Estate, Harrow shown edged red on the Site Plan which is registered at the Land Registry under title number [xxxxx];
<b>"Site Plan"</b>	means the plan of the Site in Schedule 1 of this Deed;
<b>"Shared Ownership Housing"</b>	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and "Shared Ownership Lease" and "Shared Ownership Lessee" shall be construed accordingly
<b>"Shared Ownership Housing Units"</b>	means the 25 residential units (62 Habitable Rooms) to be provided by the Owner on the Land as Shared Ownership
<b>"Social Rented Housing "</b>	means rented housing owned and managed by [local authorities or] Affordable Housing Providers and let at Target Rents;
<b>"Social Rented Housing Units"</b>	means the 249 Affordable Housing Units as shown on Plan [x] comprising 723 Habitable Rooms to be made available for Social Rented Housing in accordance with [x] of this Agreement together with any Additional Affordable Housing Units which are to be delivered as Social

	Rented Housing;
<b>“Staircasing”</b>	means the acquisition by a purchaser of a Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and “Staircased” shall be construed accordingly;
<b>“Substantial Implementation Target Date”</b>	means the date 24 months from but excluding the date of grant of the Planning Permission;
<b>“Surplus”</b>	means one hundred percent (100%) of a positive figure achieved by deducting the Viability Appraisal’s Land Value Benchmark from the Residual Value figure;
<b>“Target Rents”</b>	means rents for Social Rented Housing conforming with the pattern produced by the formula rent set out in the Guidance on Rents for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent charges and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time
<b>“Target Return”</b>	means profit on value of 12.5 per cent as determined within the Application Stage Viability Appraisal being the blended profit made up of 15% on private residential, 2.5% on Affordable Housing and 6% on Shared Ownership and any other Component of the Development as

	a percentage of gross development value taking account of the following % which is a blended figure
<b>“Travel Plan”</b>	means a plan in writing which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by Occupiers employees residents and/or visitors to the Development (as appropriate) in order to minimise reliance on the use of private cars;
<b>“Travel Plan Coordinator”</b>	means a person appointed by the Owner to manage the delivery and implementation of the objectives measures and targets in the Travel Plan and whose functions and responsibilities are more particularly described in the said plan;
<b>“Travel Plan Monitoring Fee”</b>	means the sum of [x] to be paid to the Council by the Developer for the purpose of monitoring the operation and effectiveness of the Travel Plan;
<b>“Viability Review”</b>	means the review of the financial viability of the Development at the Early Stage Review Date and/or the Late Stage Review Date using the formula to determine whether the tenure split of the Affordable Housing Units should be changed, or the number of Affordable Housing Units increase, or (in the case of the Second Review Date) a financial contribution should be paid to the



	Council;
<b>“Wheelchair Standard Homes”</b>	means dwellings built to a standard suitable for people who use a wheelchair and the expression <b>“Wheelchair Standard Home”</b> shall be construed accordingly;
<b>“Wheelchair Home Standard”</b>	means as defined within The Building Regulations (2010) as amended by M4(3) of Approved Document M Volume 1 (2015); and
<b>“Working Day”</b>	means any day excluding Saturdays, Sundays and any bank holidays in England and <b>“Working Days”</b> shall be construed accordingly

## 1.2 In interpreting this Deed:

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph of that Schedule;

1.2.3 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 amended); and
- (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision (as amended);

1.2.4 references to the Site include any part of it;

1.2.5 the expression “the Council” “the Mortgagee” and “the Owner” shall include their respective successors in title and assigns and in respect of the Council any successor body to their relevant statutory functions;

- 1.2.6 "including" means "including, without limitation";
- 1.2.7 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

## **2. LEGAL BASIS**

- 2.1 This Deed is completed under the Operative Provisions and the covenants by the Owner contained in this Deed shall be binding and enforceable against the Owner and its successors in title to the Land
- 2.2. Each of the obligations created by this Deed constitutes a planning obligation for the purpose of Section 106 of the 1990 Act and shall be enforceable by the Council as such

## **3. CONDITIONALITY**

- 3.1 This Deed is a conditional agreement and shall become binding upon both of the following two conditions being satisfied: -
- (a) the grant of the Planning Permission
  - (b) the Commencement of Development
- save for the provisions of clause 9 (Legal Fees) and paragraph 2 of Schedule 3 (Planning Administration Fee) which shall come into effect immediately upon completion of this Deed

## **4. OWNER'S COVENANTS**

The Owner covenants with the Council to comply with the obligations in Schedule 2 of this Deed.

## **5. MORTGAGEE'S CONSENT**

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

## **6. DISPUTE PROVISIONS**

- 6.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the parties, or in the absence of agreement, to be appointed, at the request of any of the parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties
- 6.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 6.3.
- 6.3 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.

- 6.4 The Expert's costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 6.5 The provisions of this clause 6 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction.

## **7. POWERS OF THE COUNCIL**

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

## **8. NOTICES**

- 8.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery
- 8.2 The address for service for any party under this Deed shall be those stated in this Undertaking or such other address for service in England as the party to be served shall have previously notified in writing
- 8.3 Any notice served under this Deed shall be deemed to have been received:
- 8.3.1 If delivered by hand, upon delivery at the relevant address
  - 8.3.2 If sent by first class post, the second working day after the date of posting

## **9. COUNCIL'S LEGAL FEES**

The Owner shall pay on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation preparation and execution of this Deed

## **10. INDEXATION**

Any contribution payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid

#### **11. INTEREST**

Save as otherwise provided in this Deed if any payment due under this Deed is paid late then Interest will be payable from the date payment is due to the date of actual payment

#### **12. WAIVER**

No waiver (whether express or implied by the Council of any breach or default by the Owner) in performing or observing any of the covenants terms conditions undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting up on any subsequent breach or default in respect thereof by the Owner.

#### **13. CHANGE OF OWNERSHIP**

13.1 The Owner warrants that no person other than the Owner has a legal or equitable interest in the Site that would allow the Planning Permission to be implemented without the obligations in this deed been provided.

13.2 The Owner covenants to give the Council immediate written notice of any change in ownership of any of their legal interests in the Site occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Site purchased by reference to a plan or postal address (or registered office if a company)

#### **14. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Deed shall prevent any successors in title to any of the parties from being able to

benefit or to enforce the provisions of this Deed (and in the case of the Council the successor to its respective statutory functions).

**15. REGISTRATION OF THIS UNDERTAKING**

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

**16. JURISDICTION**

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

**SCHEDULE 1**  
**SITE PLAN**

## **SCHEDULE 2**

### **OWNER'S COVENANTS**

The Owner covenants with the Council as follows:

#### **1. Affordable Housing**

##### **Affordable Housing General Provisions**

- 1.1 To provide a minimum of 274 of the total Housing Units in the Development as Affordable Housing
- 1.2 To submit the Affordable Housing Accommodation Schedule in writing to the Council for approval prior to Commencement of the Development of each phase
- 1.2 To procure that at least 10% of the Affordable Housing Units are constructed as Wheelchair Standard Homes in accordance with the Wheelchair Home Standard as detailed in the definitions above
- 1.3 Prior to Practical Completion of any of the Housing Units to secure a Registered Provider for the Affordable Housing Units
- 1.4 To procure that the Registered Provider enters into the Nomination Agreement with the Council prior to Occupation of any of the Housing Units
- 1.5 Subject to paragraph 2.1 of this Schedule 2, not to Occupy cause or permit Occupation of more than 75% of the Open Market Housing Units until:
  - (a) the Affordable Housing Units have been Practically Completed in accordance with the Planning Permission and made ready for Occupation; and
  - (b) the Owner has transferred the freehold or granted a long lease (with the lease term being not less than 125 years) of the completed Affordable Housing Units to the Registered Provider
- 1.6 From the date of Practical Completion of the Affordable Housing Units not to Occupy or permit Occupation of the Affordable Housing Units for any purpose



other than as Affordable Housing and in accordance with the terms of the Nominations Agreement save that this obligation shall not be binding on:

1.6.1 The Chargee PROVIDED THAT the Chargee:

1.6.1.1 shall prior to seeking to dispose of the Affordable Housing Units or any part thereof pursuant to any default under the terms of its mortgage or charge give notice to the Council in writing of its intention to dispose of the units; and

1.6.1.2 shall use its reasonable endeavours to dispose of the relevant Affordable Housing Units (subject to any leases and tenancies then subsisting and to the terms of this Deed) to a Registered Provider within a period of three (3) months from the date of the written notification referred to in paragraph 1.6.1.1

1.6.1.3 In the event that despite using its reasonable endeavours the Chargee is unable to dispose of the relevant Affordable Housing Unit to a Registered Provider within the period specified in paragraph 1.6.1.2, the Chargee shall be released from the obligations contained in this Deed and shall be free to dispose of the relevant Affordable Housing Unit on the open market

1.6.1.4 Nothing in paragraphs 1.6.1.1 to 1.6.1.3 of this Schedule shall require the Chargee to act contrary to its duties under the charge or mortgage or prevent the Chargee from recovering the total sum outstanding under its charge or mortgage

1.6.2 any person to whom a Registered Provider grants a shared ownership lease of a Shared Ownership Housing Unit or any successor in title to such person;

1.6.3 a person who is granted a shared ownership lease of a Shared Ownership Housing Unit and who exercises a right to Staircase

ownership of further or final tranches of equity in the Shared Ownership Housing Unit or any successor in title to any such person

1.6.4 any person whom by virtue of the terms of a shared ownership lease of a Shared Ownership Housing Unit is granted or has transferred to such a person either a reversionary interest or a new lease in such Shared Ownership Housing Unit;

1.6.5 any mortgagee or any tenant or person to whom a Registered Provider grants a shared ownership lease or any receiver appointed by such mortgagee or any person deriving title through any such mortgagee or receiver; and

1.6.6 in the event that the Registered Provider disposes of any of the Affordable Housing Units in the circumstances referred to in paragraphs 1.6.3 and 1.6.4, the Registered Provider shall use commercially sensible endeavors to apply the net proceeds of sale (if permitted by Homes England) towards further Affordable Housing within the London Borough of Harrow

## **2. EARLY VIABILITY REVIEW TRIGGER**

2.1 The Developer shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

2.2 No later than five Working Days after receiving a written request from the Council, the Developer shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

2.3 Following the Developer's notification pursuant to paragraph 2.1 of this schedule [●], the Developer shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:

- (a) provide the Developer with reasonable written notice of its intention to carry out such an inspection;
- (b) comply with relevant health and safety legislation; and
- (c) at all times be accompanied by the Developer or its agent.

2.4 No later than 20 Working Days after the Council receives

- (a) notice pursuant to paragraph 2.1 of this schedule [●]; or
- (b) if the Council makes a request under paragraph 2.2 of this schedule [●], the additional documentary evidence,

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

2.5 If the Council notifies the Developer that the Council considers that the Substantial Implementation has not been achieved then this paragraph 2 shall continue to apply mutatis mutandis until the Council has notified the Developer pursuant to paragraph 2.4 of this schedule [●] that the Substantial Implementation has been achieved.

2.6 The Developer shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Developer pursuant to paragraph 2.4 of this schedule [●] that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- (b) the Council has notified the Developer pursuant to paragraph 4.4 of this schedule [●] that no Additional Affordable Housing Units are required; or
- (c) If the Council notifies the Developer pursuant to paragraph 4.4 of this schedule [●] that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 4.4 or 4.5 of this schedule [●].

### **3. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 2.4 of this schedule [●] or pursuant to dispute resolution in accordance with paragraph [2.6] of this schedule [●]):

- (a) the Developer shall submit the following information no later than 20 Working Days after the date on which the Developer is notified pursuant to paragraph 2.4 or 2.6 of this schedule [●] that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
  - (i) the Development Viability Information for Formula 1b and Formula 2;
  - (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Developer's view any Additional Affordable Housing Units can be provided; and

- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

(b) paragraphs 4 and 5 of this schedule [●] shall apply.

#### **4 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 4.1 The Council shall assess the information submitted pursuant to paragraph 3 of this schedule [●] and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Developer.
- 4.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 3 of this schedule [●].
- 4.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2.
- 4.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 3 of this schedule [●], the Council shall notify the Developer in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

4.5 Where the Council concludes that Additional Affordable Housing Units are required but the Developer's initial submission concluded otherwise, the Developer shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 28 Working Days of the date on which it receives the Council's notice pursuant to paragraph 4.4 of this schedule or such other date as agreed in writing between the parties PROVIDED that such timeframe is reasonable, taking account of design and associated matters [●].

4.6 If the Council's assessment pursuant to paragraph 4 of this schedule [●] concludes that

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

(b) a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Developer shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

4.7 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 3 of this schedule [●] including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

## **5 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

5.1 Where it is determined pursuant to paragraph 4.4 of this schedule [●] that one or more Additional Affordable Housing Units are required the Developer shall

not Occupy [more than [ ] Open Market Housing Units]<sup>1</sup> unless and until it has:

- (a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
- (b) paid any remaining surplus profit pursuant to paragraph 4.6 of this schedule [●] to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

5.2 The Parties agree that the terms of paragraphs [2] and [3] of this schedule [●] shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

### **Part 3 – Late Stage Review**

#### **6 LATE STAGE VIABILITY REVIEW TRIGGER**

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

#### **7 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 8 of this schedule [●], the Developer shall submit the following information on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 3 and Formula 4; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result

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<sup>1</sup>

produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Developer's view any Late Stage Review Contribution is payable and, if so, how much.

## **8 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

- 8.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 7 of this schedule [●] and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4 and, if so, how much and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Developer.
- 8.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 7 of this schedule [●].
- 8.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Developer shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Late Stage Review Cap as calculated in accordance with Formula 4.
- 8.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 7 of this schedule [●] that the Late Stage Review Date has not occurred, the Council may require the Developer to promptly submit additional information pursuant to paragraph 8.3 of this schedule [●] or to re-submit the information required under paragraph 7 of this schedule [●] upon the occurrence of the Late Stage Review Date (as determined by the Council).



- 8.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 7 of this schedule [●], the Council shall endeavour to notify the Developer in writing within 28 days of its decision as to whether any Late Stage Review Contribution is required and, if so, how much and the Council will not delay its response unreasonably..
- 8.6 If the Council notifies the Developer pursuant to paragraph 8.5 of this schedule [●] that a Late Stage Review Contribution is required:
- (a) the Developer shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
  - (b) the Developer shall not Occupy more than [85] per cent of the Residential Units until the Late Stage Review Contribution has been paid in full to the Council.
- 8.7 The Developer shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 7 of this schedule [●] including those of the External Consultant within 20 Working Days of receipt of a written request for payment.
- 8.8 The Developer shall not Occupy more than 80 per cent of the Residential Units until the Council has notified the Developer in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 8.5 of this schedule [●].

## **9 PUBLIC SUBSIDY**

Nothing in this Agreement shall prejudice any contractual obligation on the Developer to repay or reimburse any Public Subsidy using any surplus profit that is to be retained by the Developer following the application of Formula 2 and Formula 3.

## 10 MONITORING

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

- (a) the approval of the Additional Affordable Housing Scheme pursuant to paragraph 4.4 or 4.5 of this schedule [●] or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 4.4 of this schedule [●]; and
- (b) the Council's notification pursuant to paragraph 8.5 of this schedule [●] that a Late Stage Review Contribution is required

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

- (a) the number and tenure of the Additional Affordable Housing Units (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units;
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 4.6 of this schedule [●]; and
- (d) the amount of the Late Stage Review Contribution.

## ANNEX TO SCHEDULE 2

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

$$\text{"Surplus profit"} = ((A - B) - (C - D)) - P$$

#### Where:

**A =** Early Stage Review GDV (£)

**B =** Application Stage GDV (£)

**C =** Early Stage Review Build Costs (£)

**D =** Application Stage Build Costs (£)

**P =**  $(A - B) * Y$

**Y =** Target Return (%)

#### Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents developer profit on change in GDV.

### FORMULA 2 (Additional affordable housing)

**X =** Additional [London Affordable Rented Housing / Social Rented Housing] requirement (Habitable Rooms)

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

**Y =** Additional [London Living Rent Housing / London Shared Ownership] requirement (Habitable Rooms)

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

#### Where:

**A =** Average Open Market Housing Value (£ per m<sup>2</sup>)

**B =** Average Low Cost Rent Housing Value (£ per m<sup>2</sup>)

**C =** Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D =** Average Habitable Room size for the Development being [●]<sup>2</sup> m<sup>2</sup>

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

**F =** Percentage of surplus profit available for Additional Affordable Housing Units to be used for Low Cost Rent Housing (%)<sup>3</sup>

**G =** Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)<sup>4</sup>

**Notes:**

(A – B) represents the difference in average value of market housing per m<sup>2</sup> and average value of Social Rented Housing and London Affordable Rented Housing per m<sup>2</sup> (£).

(A – C) represents the difference in average value of market housing and average value of London Living Rent Housing and London Shared Ownership Housing per m<sup>2</sup> (£).

(E \* F) represents the surplus profit to be used for Low Cost Rent Housing (£).

(E \* G) represents the surplus profit to be used for Intermediate Housing (£).

(E \* F) ÷ (A – B) represents the additional Low Cost Rent Housing requirement (m<sup>2</sup>).

(E \* G) ÷ (A – C) represents the additional Intermediate Housing requirement (m<sup>2</sup>).

**FORMULA 3 (Surplus profit available for affordable housing contribution)**

**X =** Late Stage Review Contribution

$$X = ((A + B - C) - (D + E - F) - P) * 0.6$$

**Where:**

**A =** Late Stage Review Actual GDV (£)

**B =** Late Stage Review Estimated GDV (£)

**C =**

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<sup>2</sup> Insert figure.

<sup>3</sup> To be determined with reference to the Council's Local Plan policy tenure split

<sup>4</sup> To be determined with reference to the Council's Local Plan policy tenure split

- Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph [5] of schedule [●]; or
- Early Stage Review GDV (£) as determined by the Council pursuant to paragraph [6.4] of schedule [●], where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph [5] of schedule [●]

**D =** Late Stage Review Actual Build Costs (£)

**E =** Late Stage Review Estimated Build Costs (£)

**F =**

- Application Stage Build Costs (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to paragraph [5] of schedule [●]; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant to paragraph [6.4] of schedule [●], where Development Viability Information for Formula 1b and 2 was submitted pursuant to paragraph [5] of schedule [●]

**P =**  $(A + B - C) * Y$

**Y =** Target Return (%)

**Notes:**

$(A + B - C)$  represents the change in GDV from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

$(D + E - F)$  represents the change in build costs from the date of the planning permission (or previous review if triggered) to the Late Stage Review Date.

P represents developer profit on change in GDV.

0.6 represents the 60 per cent of the surplus profit to be used by the Council for additional affordable housing, after the developer's profit (P) has been deducted.

**FORMULA 4**

**X =** Late Stage Review Cap

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

**Where:**

**A =** Average Open Market Housing Value (£)

**B =** Average Low Cost Rent Housing Value (£)

**C =** Average Intermediate Housing Value (£)

**D =** [●]<sup>5</sup> m<sup>2</sup>, being the average Habitable Room size for the Development

**E =**

- [●]<sup>6</sup> Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph [6.4] of schedule [●]; or
- [●]<sup>7</sup> Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph [6.4] of schedule [●],

being the shortfall in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

**F =**

- [●]<sup>8</sup> Habitable Rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph [6.4] of schedule [●]; or
- [●]<sup>9</sup> Habitable Rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph [6.4] of schedule [●],

being the shortfall in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

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<sup>5</sup> Insert figure.

<sup>6</sup> Insert figure for the shortfall at application stage in Low Cost Rent Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

<sup>7</sup> To be determined following the Early Stage Review where additional Low Cost Rent Housing was provided as part of the Early Stage Review.

<sup>8</sup> Insert figure for the shortfall at application stage in Intermediate Housing (by Habitable Room) when compared with the Affordable Housing Target Tenure Split.

<sup>9</sup> To be determined following the Early Stage Review where additional Intermediate Housing was provided as part of the Early Stage Review.

### **SCHEDULE 3**

#### **1. Financial Contributions**

Prior to 80% occupation of Phase 3 to pay to the Council;

1.1 the CPZ Contribution (£40,000) of which £10,000 is for the CPZ assessment and £30,000 is for the implementation of the CPZ; and

1.2 In the event that the CPZ assessment determines such measures are not required, the Highways Authority to return the implementation value of the obligation (£30,000) to the applicant. Any refund should be not unreasonably withheld and returned in a timely manner.

1.3 In the event that the car club spaces are provided on the public highway, a financial contribution of £3,000 towards the making and installation costs

#### **2. Planning Administration Fee**

To pay to the Council the Planning Administration Fee on completion of this Deed

#### **3. Notification**

In accordance with clause 8 of this Deed to give the Director of Planning and the Development Project Manager (Enabling) at the Council seven (7) working days prior notice of the occurrence of any of the following:

- (a) the date of Commencement of Development;
- (b) the date of Practical Completion of the Housing Units;
- (c) the date a Registered Provider has been secured for the Affordable Housing Units; and
- (d) the date of Occupation of all of the Housing Units;

#### **4. Employment & Training**

##### **Option A**

4.1 Prior to the commencement of development of Phase 1, to pay the employment contribution for that phase, being £21,000.00

4.2 Prior to the commencement of development of Phase 2, to pay the employment contribution for that phase, being £48,500.00

4.3 Prior to the commencement of development of Phase 3, to pay the employment contribution for that phase, being £48,500.00



## **SCHEDULE 4**

### **NOMINATION AGREEMENT TEMPLATE**

## **SCHEDULE 5**

### **LIST OF REGISTERED PROVIDERS**

## **SCHEDULE 6**

### **Transport and Highways**

#### **1. HIGHWAYS WORKS**

- 1.1 The Owner shall not Commence the Development or allow or permit Commencement unless and until it has entered into the appropriate Highway Agreements with the Council that shall provide for the Highway Works to be undertaken
- 1.2 The Owner shall not allow or permit Occupation of the Development unless and until the Highway Works have been undertaken and completed in accordance with the Highways Agreement as completed with the Council
- 1.3 The Highway Works shall comprise the following:
  - (a) Stopping up under the appropriate legislation, realignment and adoption of highways as shown under each phase of planning permission P/3524/16, and any subsequent approved reserved matters application. All works to be to the satisfaction of the Highways Authority
  - (b) provision of the Car Club Parking Space
- 1.4 The Owner covenants with the Council to ensure that the Highways Agreement includes provision for the payment by the Owner to the Council of the Order Fees such payment to be made on completion of the Highways Agreement

### **Travel Plans**

#### **2. TRAVEL PLAN**

- 2.1 The Owner shall not to Occupy or permit the Occupation of the Development until:
  - (a) the Travel Plan has been submitted to the Council; and
  - (b) the Council has approved the Travel Plan in writing; and
  - (c) the Travel Plan Remedial Sum has been paid to the Council; and
  - (d) the Travel Plan Monitoring Fee has been paid to the Council
- 2.2 The Travel Plan shall provide as a minimum:
  - (a) a timetable for the implementation of measures, identifying timescales and responsibilities for ensuring implementation
  - (b) a schedule of Travel Plan monitoring, which includes both surveys and monitoring reports to be submitted to the Council. The Travel Plan

period shall not be less than 5 years from the date of Occupation of the Development

- (c) an initial baseline survey to be undertaken within 6 months of first Occupation of the Development
- (d) the methods of carrying out the surveys for the purposes of monitoring to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the modal shift; and
- (e) a budget for the implementation of measures and carrying out of surveys, and a commitment to spend this budget

2.3 The Travel Plan shall be compliant with Transport for London's ATTrBuTE Tool, and score a pass rating when assessed by ATTrBuTE

### **3. TRAVEL PLAN COORDINATOR**

3.1 The Owner shall appoint a Travel Plan Coordinator no later than the first Occupation of the Development and shall submit the name and contact details of the appointed Travel Plan Coordinator to the Council

3.2 The Owner shall not Occupy or permit the Occupation of the Development unless and until:

- (f) the Travel Plan Coordinator has been appointed and commenced their responsibilities, and the details notified to the Council as aforesaid; and
- (g) any measures scheduled by the Travel Plan to be implemented before such Occupation have been implemented

3.3 Unless otherwise agreed in writing by the Council the Owner covenants that the role of the Travel Plan Coordinator shall remain in place for the duration of the Travel Plan period (as set out in paragraph 4.3 of this schedule)

3.4 The Owner shall notify the Council of the name, e-mail and telephone number of the Travel Plan Coordinator within 10 Working Days of the Travel Plan Coordinator being appointed and notify the Council within 10 Working Days of any changes to such details

### **4. TRAVEL PLAN IMPLEMENTATION**

4.1 The Owner shall from first Occupation use reasonable endeavours to fully implement the Travel Plan approved by the Council in accordance with the timescales contained in the Travel Plan (or as amended by the agreement between the Council and the Owner in writing)

4.2 The Owner shall use reasonable endeavours to ensure that the Travel Plan is complied with and that each of the targets contained in the Travel Plan is met

4.3 The Owner shall continue to implement and observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be

agreed between the Owner and Council) for a period of not less than five years following first Occupation of the Development. Should it be determined that the Travel Plan has not met its targets during the five year period, the Travel Plan period will run for up to a further five years or such other period as may be agreed in writing by the Council during which further measures and remedial actions should be implemented, as appropriate

## **5. TRAVEL PLAN MONITORING**

5.1 A baseline survey shall be undertaken within six (6) months of first Occupation in either April/May or October/November. Further monitoring surveys shall thereafter be undertaken during the same calendar month as the baseline survey, for a period of not less than five years in the 3rd and 5th years from first Occupation of the Development

5.2 During years when a survey is due the Council should be notified at least one month in advance as to the date of the survey

5.3 Within two months of carrying out the monitoring surveys, the Owner shall submit a monitoring report to the Council

5.4 The Owner undertakes that it will each year submit an annual monitoring report to the Council which shall:

(h) demonstrate how the Travel Plan has been implemented during the previous 12 month period to include:

(i) measures introduced and actions taken to promote the Travel Plan

(ii) a statistical summary of the modal split of employees/residents/users disclosed by the monitoring surveys (to be documented in the report during the years in which surveys are conducted (years 1, 3 and 5))

(iii) the progress of the Travel Plan in achieving targets; and

(i) a summary of usage and demand for the Car Club Parking Space; and

(j) in the event that targets as set out in the Travel Plan are not achieved identifying any proposed amendments to the Travel Plan together with a plan for future actions to be implemented

And any measures identified in part (c) shall be submitted to the Council for agreement

5.5 Monitoring of the Travel Plan shall be fully compliant with TfL Travel Planning Guidance (November, 2013)

5.6 The Owner shall co-operate with the Council in such manner on such occasions as the Council reasonably requires in the verification of the

accuracy of any data used to assess the extent to which the objectives of the Travel Plan have been achieved

- 5.7 The Council may propose a meeting with the Owner or Travel Plan Coordinator in order to discuss the progress of action implementation, target achievement, or other issues. The Owner or Travel Plan Coordinator shall attend the proposed meeting which shall take place within 21 Working Days of such a request being made and shall be on a date and at a place determined by the Council
- 5.8 Within 30 Working Days of request by the Council to provide evidence to the Council showing compliance with the Travel Plan the Owner shall provide to the Council such evidence as requested
- 5.9 For the avoidance of doubt, the Owner is responsible for all the costs of monitoring and reviewing
- 5.10 In the event that the Owner fails to carry out any monitoring survey as required under this agreement then the Owner shall pay to the Council on demand the sum of [£3,000] per survey in respect of the Council's costs in carrying out such surveys itself
- 5.11 If notified by the Council that the Travel Plan is not being complied with or that the targets in the Travel Plan are not being met, the Owner shall use reasonable endeavours within 20 Working Days of being so notified either to comply with the Travel Plan or to identify and implement reasonably required remedial measures
- 5.12 In the event that the annual monitoring report shows that the Travel Plan has failed to meet the Travel Plan objectives/targets in any respect, then the Owner shall implement the remedial measures proposed in the Travel Plan to the Council's reasonable satisfaction. If remedial measures are not identified in the Travel Plan, the Council may identify such remedial measures as it considers to be reasonable and a timeframe for their implementation
- 5.13 The Owner hereby agrees that if it fails to comply with the terms of the approved Travel Plan, the Council shall be entitled to deduct from the relevant Travel Plan Remedial Sum any monies necessary to remedy the breach identified including any reasonable administrative costs and expenses incurred by the Council in remedying the breach PROVIDED THAT at the end of the period of ten years from first Occupation of the Development the Council shall return any uncommitted sums remaining from the Travel Plan Remedial Sum to the payer of the Travel Plan Remedial Sum

**6. CAR CLUB**

- 6.1 Prior to Occupation of 50% of the Residential Units in Phase 2 the Owner shall use reasonable endeavours to enter into an agreement with a Car Club Operator for the establishment of a Car Club
- 6.2 The Owner shall use reasonable endeavours to ensure that the Car Club commences no later than the Occupation of the 80% of the Residential Units in Phase 3.
- 6.3 From the date the Car Club commences operation the Owner shall use reasonable endeavours to promote or procure that the Car Club Operator provides written details of the Car Club to the Occupiers of the Development
- 6.4 The Owner shall use reasonable endeavours to ensure that a Car Club continues for the duration that the Development remains Occupied and if any Car Club ceases to exist or the Car Club Operator no longer wishes to utilise the Car Club Parking Space to use reasonable endeavours to enter into a contract with another Car Club Operator for the use of the Car Club Parking Space
- 6.5 From Occupation of the Development the Owner, upon the receipt of a written request from the Council, shall provide to the Council such information as the Council reasonably requires regarding compliance with paragraphs 6.16.1, 6.36.3 and 6.46.4 of this schedule

## **SCHEDULE 7**

### **Decentralised Heating Network**

#### **1. DESIGN OF ON-SITE ENERGY CENTRE**

- 1.1 The Owner shall prior to Occupation of Block [X] use reasonable endeavours to ensure that the On-Site Energy Centre is constructed and laid out to accommodate both spatially and technically a Future CHP.

#### **2. SAFEGUARDING ROUTES**

##### **2.1 The Owner shall**

- (k) Submit details of the Future CHP Safeguarding Route to the Council for approval prior to the Commencement Date
- (l) Not Commence nor permit the Commencement of the Development until the Future CHP Safeguarding Route has been approved in writing by the Council (the "**Approved Future CHP Safeguarding Route**")
- (m) Carry out the Development in accordance with the Approved Future CHP Safeguarding Route
- (n) Following Practical Completion of the Development to provide sufficient evidence to satisfy the Council that the Approved Future CHP Safeguarding Route has been provided

##### **2.2 The Owner shall**

- (a) Submit details of the DDEN Safeguarding Route to the Council for approval prior to the Commencement Date
- (b) Not Commence nor permit the Commencement of the Development until the DDEN Safeguarding Route has been approved in writing by the Council (the "**Approved DDEN Safeguarding Route**")
- (c) Carry out the Development in accordance with the Approved DDEN Safeguarding Route
- (d) Following Practical Completion of the Development to provide sufficient evidence to satisfy the Council that the Approved DDEN Safeguarding Route has been provided

#### **3. CONNECTIONS**

- 3.1 Upon written request by the Council following Commencement of the Development the Owner shall use reasonable and commercially sensible endeavours to agree terms upon which the Council or its nominee may make use of the Future CHP Safeguarding Route or the DDEN Safeguarding Route



for the purpose of delivering a Future CHP or connection to the DDEN PROVIDED ALWAYS that:

- (a) compliance with this paragraph 3.1 shall be at no cost to the Owner and the Council shall indemnify the Owner against all fees costs expenses losses liabilities claims and convictions arising from the obligations in this paragraph 3.1; and
- (b) any use of the Future CHP Safeguarding Route or DDEN Safeguarding Route shall cause as little disruption or inconvenience as possible to the Owner or any occupiers of the Development.

## **Schedule 8**

### **Public Open Space Management / Maintenance Plan**

1. To submit the Public Open Space Management / Maintenance Plan to the Council in writing for its approval prior to Commencement of the Development.
2. Not to [commence Development until the Public Open Space Management / Maintenance Plan has been submitted to and approved by the Council in writing.
3. To implement and ensure the approved Public Open Space Management / Maintenance Plan is retained for the lifetime of the Development.

## **Schedule 9**

### **Biodiversity / Ecological Value Assessment**

1. Within three months of the date of this agreement, to undertake a **baseline assessment** of the biodiversity value of the Site in its current state prior to the Commencement of the Development or any preparatory site works, in accordance with the **biodiversity value assessment specification** below, and to submit this to the Council for its review and approval in writing.
2. Prior to commencement of Phase 3, and following any measures to avoid, minimise and mitigate impacts of the development and to enhance the site for wildlife, to undertake a **follow-up assessment** of the biodiversity value of the Site, and to submit this to the Council for its review and approval in writing.
3. Prior to commencement of Phase 3, and within 20 working days of the approval of the follow-up assessment, to undertake a **biodiversity net gain calculation** of the overall change in biodiversity value of the site and to submit this to the Council for its review and approval in writing.

#### **Biodiversity Value Assessment Specification**

All assessments and the survey work on which the assessments shall be based to be undertaken by suitably-qualified ecologists, in accordance with current best practice guidance and, in particular, at an appropriate time of year to enable habitats and other key site features of value to wildlife, and the likely presence of protected, priority and locally notable species to be appraised or confirmed.

All assessments to be based on a standard biodiversity metric methodology as adopted by the Council at the time the assessment is to be undertaken, the baseline assessment to be revised as appropriate if there is a change in methodology between the baseline and follow-up assessment.

Within 20 Working Days of receiving and approving the **biodiversity net gain calculation** the Council shall confirm in writing to the Developer whether the required net gain in biodiversity value has been achieved.

In the event that the Council determines that adequate biodiversity net gain has not been secured on the Site (pursuant to the preceding paragraph above) then the Council shall request from the Developer a financial contribution for the provision of strategic biodiversity enhancement within its administrative area.

The financial contribution shall be calculated in accordance with the tariff approach set out in the DEFRA Biodiversity Net Gain Consultation Proposals (December 2018), as succeeded by the Council's adopted policy and procedures at the time the **biodiversity net gain calculation** is undertaken, and:

- the Developer shall pay the financial contribution to the Council within 10 Working Days of the date on which such notice is received; and
- the Developer shall not Occupy more than 80% of the Residential Units of phase 3

## **Schedule 10**

### **Refuse and Recycling Onsite Arrangements**

1. To ensure the Refuse and Recycling Onsite Arrangements are in operation prior to first Occupation of the Development.
2. Not to permit or procure the first Occupation of the Development until the Refuse and Recycling Onsite Arrangements are in operation.
3. To use all reasonable endeavours to ensure that twice weekly collections of waste and recycling from the Development and to ensure that this is retained for the lifetime of the Development.

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

**[OWNER'S ATTESTATION CLAUSE]**

**[MORTGAGEE'S ATTESTATION CLAUSE]**