

DATED

2022

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

relating to the development of land at Tesco Extra 822 High Road, Chadwell Heath, Romford

LONDON BOROUGH OF REDBRIDGE (COUNCIL) (1)

TESCO RED (NOMINEE 1) LIMITED and TESCO RED (NOMINEE 2) LIMITED (2)

TESCO STORES LIMITED (3)

WESTON HOMES PLC (4)

London Borough of Redbridge

Town Hall

128-142 High Road

Ilford

Essex, IG1 1DD

ALL CROSS-REFERENCING TO BE CHECKED IN DUE COURSE

CONTENTS

1	DEFINITIONS	2
2	CONSTRUCTION OF THIS DEED	21
3	LEGAL BASIS.....	22
4	CONDITIONALITY	22
5	THE OWNER'S COVENANTS.....	22
6	THE COUNCIL'S COVENANTS.....	22
7	MISCELLANEOUS	23
8	EXCLUSIONS	24
9	NO WAIVER	26
10	CHANGE IN OWNERSHIP	26
11	INTEREST	27
12	VAT	27
13	DISPUTE PROVISIONS.....	27
14	JURISDICTION	27
15	DELIVERY	28
16	NOTICES AND MONITORING FEE	28
17	INDEXATION	28
18	FURTHER SECTION 73 CONSENTS	28
19	FUTURE VARIATIONS.....	29
	Schedule 1 PLANS.....	30
	Schedule 2 TV RECEPTION MITIGATION AND CCTV	31
	Schedule 3 AFFORDABLE HOUSING AND VIABILITY REVIEW	33
	Schedule 4 HIGHWAYS AND TRANSPORT	42
	Schedule 5 PUBLIC REALM	48
	Schedule 6 EDUCATION.....	50
	Schedule 7 STATION ENTRANCE	51
	Schedule 8 CARBON OFF-SETTING AND AIR QUALITY	52
	Schedule 9 LOCAL LABOUR AND APPRENTICES	53
	Schedule 10 LOCAL PROCUREMENT	55
	Schedule 11 AFFORDABLE WORKSPACE	56

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PARTIES

- (1) LONDON BOROUGH OF REDBRIDGE of the Town Hall, 128 – 142 High Road, Ilford, IG1 1DD (the “**Council**”);
- (2) TESCO RED (NOMINEE 1) LIMITED a company registered in England and Wales (registration number 05888930) and TESCO RED (NOMINEE 2) LIMITED a company registered in England and Wales (registration number 05888916) whose registered office address is Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA, (the “**First Owner**”); and
- (3) TESCO STORES LIMITED a company registered in England and Wales (registration number 00519500) whose registered office address is Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, AL7 1GA (the “**Second Owner**”); and
- (4) WESTON HOMES PLC a company registered in England and Wales (registration number 2133568) of the Weston Group Business Centre, Parsonage Road, Takeley, Essex, CM22 6PU (the “**Developer**”)

together the “**Parties**”.

RECITALS

- A The Council is the local planning authority for the purposes of the 1990 Act and the local highway authority for the purposes of the 1980 Act for the area in which the Site is situated and the authority who is entitled to enforce the obligations contained in this Deed.
- B The First Owner is the freehold owner of the Site registered at the Land Registry under title number EGL101461.
- C The Second Owner is the leasehold owner of the Site registered at the Land Registry under title number EGL513838.
- D The Developer has entered into a conditional contract with the First Owner and Second Owner to acquire the Site. The Developer’s interest in the Site is not capable of being bound by Section 106 and 106A of the 1990 Act and the Developer enters into this Deed as a contract and pursuant to the Acts unless and until it acquires an interest in the Site capable of being bound by Section 106 and 106A of the 1990 Act in which case it too will be bound as a successor in title to the First Owner and Second Owner.
- E The Developer submitted the Planning Application to the Council and the Council resolved on 27 May 2021 to grant the Planning Application subject to the prior completion of this Deed.
- F The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating and facilitating the Development in the event that the Planning Permission is granted.
- G The Parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed with the intention that the planning obligations shall be enforceable by the Council against the Owner and its successors in title to the Site.
- H The Council is satisfied that the planning obligations are necessary to ensure that the Development is acceptable in planning terms, directly related to the Development and are fairly and reasonably related in scale and kind to the Development and satisfy the requirements of Regulation 122 of the CIL Regulations.

NOW THIS DEED WITNESSES AS FOLLOWS:

OPERATIVE PART

1 DEFINITIONS

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

"1972 Act"	means the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"1980 Act"	means the Highways Act 1980;
"1982 Act"	means the Local Government (Miscellaneous Provisions) Act 1982;
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"2008 Act"	means the Housing and Regeneration Act 2008;
"2011 Act"	means the Localism Act 2011;
"Acts"	means Section 106 and 106A of the 1990 Act, Section 16 of the 1974 Act, Section 33 of the 1982 Act, Sections 38, 72 and 278 of the 1980 Act, Section 111 of the 1972 Act and Section 1 of the 2011 Act and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and Acts pursuant to which the Parties hereto shall be empowered to enter into this Deed;
"Additional Affordable Housing Scheme"	<p>means a scheme to be prepared by the Owner and submitted to the Council in accordance with paragraph 3.5 of Schedule 3 detailing the Additional Affordable Housing Units to be provided and which:</p> <ul style="list-style-type: none">(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 3.6 of Schedule 3 applies;
"Additional Affordable Housing Units"	means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3.5 of Schedule 3;
"Affordable Housing"	means housing including London Affordable Rented Housing Units, London Shared Ownership Housing Units and DMS Housing Units provided to Eligible Households for sale or rent whose needs are not met by the market and which housing should: (a) meet the needs of Eligible Purchasers or Eligible Renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future Eligible

Purchasers or Eligible Renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision;

"Affordable Housing Distribution and Delivery Plan"

means a plan to be submitted by the Owner showing the location of the Affordable Housing Units thereon accompanied by a delivery schedule for the Affordable Housing which shall demonstrate (where practicable) any priority given to the provision of the London Affordable Rented Housing Units;

"Affordable Housing Mix"

means the tenure and housing mix and bedroom size as set out below or any different combination thereof as agreed in writing by the Council;

	1 Bed	2 Bed	3 Bed	4 Bed	Total
London Shared Ownership Housing Units	22	77	23	0	122
London Affordable Rented Housing Units	34	45	65	10	154
Discounted Market Sale Housing Units	46	88	5	0	139
Total	102	210	93	10	415

"Affordable Housing Provider"

means a registered provider of social housing within the meaning of Section 80 of the 2008 Act and registered under Section 111 of the 2008 Act or approved development partner of Homes England or any other entity specialising in the provision of affordable housing as may be approved in writing by the Council;

"Affordable Housing Target Tenure Split"

means:

- (a) a minimum of 60% (sixty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing; and
- (b) a maximum of 40% (forty per cent) (by Habitable Room) of the Affordable Housing Units to be provided as London Shared Ownership Housing or DMS Housing Units;

"Affordable Housing Units"

means the 415 (four hundred and fifteen) Dwellings (equating to 1,256 (one thousand two hundred and fifty-six) Habitable Rooms that are required to be a London Affordable Rented Housing Unit, a London Shared Ownership Housing Unit, or a DMS Housing Unit under this Deed;

"Affordable Workspace Contribution"

means the sum of £200,000 (two hundred thousand pounds) CPI Index Linked to be used by the Council towards the provision of affordable workspace to support new and existing businesses in order to support and promote economic growth and diversity in the Local Area;

“Air Quality Mitigation Contribution”	means the sum of £34,990 (thirty-four thousand nine hundred and ninety pounds) CPI Index Linked to be used by the Council towards off-setting and mitigating the air quality impacts from the Development;
“Apprentice(s)”	means a young person aged 16 (sixteen) years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ in one of the building trades such as electrical, brick laying, plastering, plumbing and carpentry;
“Apprenticeship Support Contribution”	means the sum of £51,000 (fifty-one thousand pounds) CPI Index Linked to be used by the Council towards the support of Apprentices;
“Average London Affordable Rented Housing Value”	means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
“Average London Shared Ownership Housing Value”	means the average value of London Shared Ownership Housing Unit floorspace per square metre (as applicable) at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
“Average Open Market Housing Value”	means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the Council and the Owner;
“Barley Lane Commuted Sum”	means the sum of £20,000 (twenty thousand pounds) CPI Index Linked to be used by the Council for ongoing maintenance for a period of 5 (five) years of Barley Lane Recreational Ground;
“Barley Lane Improvement Contribution”	means the sum £75,000 (seventy-five thousand pounds) CPI Index Linked to be used by the Council for improvements to Barley Lane Recreational Ground to provide a new play area;
“Barley Lane Recreational Ground”	means the area indicatively shown coloured blue on Plan 2
BCIS index	the national all-in tender price index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
“Build Costs”	<p>means the build costs comprising construction of the Development attributable to the Open Market Housing Units and the Commercial Floorspace supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

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

“Building”	means any one of the individual buildings situated on the Site as shown on Plan 1
“Bus Services Contribution”	means the sum of £450,000 (four hundred and fifty thousand pounds) BCIS Index Linked to be used to mitigate the impact of the Development on bus services accessible in the vicinity of the Site and operating in the Local Area, including bus priority or other measures which have the effect of improving the capacity or reliability of the bus services;
“CCTV Contribution”	means the sum of £60,000 (sixty thousand pounds) CPI Index Linked to be used by the Council towards costs incurred in amending or redesigning any existing CCTV infrastructure or current projects required as a result of the Development;
“Carbon Off-Set Fund Contribution”	means the sum of £790,816 (seven hundred and ninety thousand eight hundred and sixteen pounds) CPI Index Linked as a contribution towards the Council’s carbon offset fund and to be used by the Council towards measures that will reduce carbon emissions in the Local Area
“Car Club”	means a car club operating in the vicinity of the Site promoted by the Owner which Occupiers of the Dwellings may join as members, to provide its members with access to, or share facilities of, a private car on a short term basis as and when required subject to availability;
“Car Club Bays”	means the 3 (three) car parking bays to be provided within Phase 2 as shown shaded red on Plan 3 for the purposes of establishing a Car Club and for the sole use of Car Club vehicles;
“Car Club Operator”	means the operator of the Car Club being a company approved by the Council in writing;
“Car Club Voucher”	means a voucher in the sum of £50 (fifty pounds) to be used by the first household of a Dwelling towards driving credit;
“Challenge”	means the Planning Permission being the subject of judicial review proceedings or an application lodged for permission to apply for judicial review in the High Court (in both instances by a third party) including an appeal to a higher court against a judgment of a lower court;
“Challenge Period”	means a period of time commencing on the date that Council is served with proceedings relating to the Challenge and ending on the next Working Day following the date on which a decision to uphold the Planning Permission is made and that decision is no longer open to challenge by way of any appeal to a higher court against a judgment of a lower court or the issue of any further Challenge;
“Charge”	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee;

"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider 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;
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended);
"Commencement of Development"	<p>means the carrying out of any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development PROVIDED ALWAYS THAT:-</p> <ul style="list-style-type: none"> (a) works of demolition; (b) ground investigations and/or site survey works; (c) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services; (d) construction of temporary or permanent roads and footpaths; (e) construction of temporary boundary fencing or hoardings; (f) temporary diversion of highways; (g) archaeological investigation; (h) noise attenuation works; (i) works of site clearance; (j) remediation works; (k) excavation works to adjust ground levels on site; (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development; (m) works relating to the temporary car-parking deck permitted by planning permission with reference number 4764/19 dated 25 September 2020 (n) decommissioning of the existing petrol station on the Site including the removal of any below ground structures and decontamination works; and (o) construction of the new haulage road for the Development <p>shall not be taken to be a material operation for the purposes of this Deed and "Commence Development" "Commencement" and "Commence" shall be construed accordingly;</p>
"Commercial Units"	means the areas of the Development comprising space of 1,710.6 sqm (one thousand seven hundred and ten point six square metres) to be used for commercial/community uses within classes A1/A2/A3/B1/D1 all now superseded by use classes F1, F2 and E and each individual area shall be a 'Commercial Unit' but for the avoidance of doubt this shall not include the Retail Unit;
"Construction Phase"	means the period between the Commencement of Development of a Phase and Practical Completion of that Phase;

"Construction Training and Skills Financial Contribution"	means the sum of £150,000 (one hundred and fifty thousand pounds) CPI Index Linked to be used by the Council for the provision of construction phase training and job brokerage;
"Contributions"	means together the Affordable Workspace Contribution, the Air Quality Mitigation Contribution, the Apprenticeship Support Contribution, the Barley Lane Improvements Contribution, the Barley Lane Commuted Sum, the Bus Services Contribution, the CCTV Contribution, the Carbon Off-Set Fund Contribution, the CPZ Consultation and Design Contribution, the CPZ Implementation Contribution and the End User Contribution (and any instalment of any of the same) and a reference to " Contribution " shall be to any one of them as the context permits
"Controlled Parking Zone"	means an area where a parking scheme is established and operated by the Council (at the date of, or following the date of, this Deed) under the Road Traffic Regulation Act 1984 in which on-street parking is restricted during certain hours of the day or to vehicles with parking permits issued by the Council;
"CPI Index Linked"	means: <ul style="list-style-type: none"> (a) in respect of a financial contribution, that at the date when the said sum becomes due (the "Due Date") it shall be increased in accordance with the change in the 'Consumer Price Index' ("CPI") published from time to time by the Office of National Statistics between the date of this Deed and the Due Date; and (b) in respect of rent levels, they shall be adjusted in accordance with the change in the CPI published from time to time by the Office of National Statistics between the date of this Deed and the date on which the rent is set, plus 1% (one per cent) per annum or such other rate of annual change as the GLA may publish from time to time including any replacement of the Mayor of London's Affordable Homes Programme 2016 – 2021 Funding Guidance (published November 2016);
"CPZ Consultation and Design Contribution"	means the sum of £51,000 (fifty-one thousand pounds) CPI Index Linked to be used by the Council towards the carrying out of a consultation into the need for a Controlled Parking Zone in the vicinity of the Site and the design of the same;
"CPZ Implementation Contribution"	means the sum of £80,000 (eighty thousand pounds) CPI Index Linked to be used by the Council towards the implementation and mitigation of a Controlled Parking Zone in the vicinity of the Site;
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under Clause 9.1.1: <ul style="list-style-type: none"> (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at the address stated on page 4 of this Deed during office hours, the date on which the Default Notice is so delivered; or (b) in the case of service by using first class registered post to the Council's offices at the address stated on page 4 of this Deed the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

“Deed Release”	of	means a deed releasing a transferor of a DMS Housing Unit from the obligations, covenants and restrictions relating to DMS Housing Units, as further defined in the Deed of Restriction;
“Deed Restriction”	of	means a deed in relation to the disposal of a DMS Housing Unit in the form attached at Appendix [] of this Deed;
“Default Notice”		means a notice in writing served on the Council by the Chargee under Clause 9.1.1 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
“Defects Liability Period”		means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;
“Development”		means demolition of all existing buildings including petrol filling station. Redevelopment of the site to provide a replacement food retail store (use class A1, now superseded by use class E) a series of apartment blocks ranging between 4 and 23 storeys in height to provide 1,280 (one thousand two hundred and eighty) residential units (use class C3), flexible use floorspace for commercial/community uses (within use classes A1/2A2/A3/B1/D1, all now superseded by use classes F1, F2 and E), a 3-form entry primary school (use class D1, now superseded by use class F1), public open space, car and cycle parking, associated landscaping and infrastructure works, and provision of pedestrian and vehicular access;
“Development Viability Information”		<p>means the information required by Formula 1a and Formula 2:</p> <ul style="list-style-type: none"> (i) Estimated GDV; and (ii) Estimated Build Costs; (iii) Average Open Market Housing Value (iv) Average London Affordable Rented Housing Value; and (v) Average London Shared Ownership Housing Value; <p>and including in each case supporting evidence to the Council's reasonable satisfaction;</p>
“Disabled Person’s Badge”		means a badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
“Discounted Market Sale Housing” or “DMS Housing”		means housing offered to Eligible Purchasers at no more than the Maximum Sale Price which is subject to the provisions set out in paragraph 3 of Part 1 of Schedule 3;
“DMS Housing Units”		means the 139 (one hundred and thirty-nine) Affordable Housing Units comprising 376 (three hundred and seventy-six) Habitable Rooms to be made available for Discounted Market Sale Housing in accordance with this Deed and reference to a “ DMS Housing Unit ” shall be to any one of them;
“DMS Marketing Strategy”		means the marketing strategy for the DMS Housing Units which shall include the following:

- (a) the proposed length of the marketing period for each DMS Housing Unit (which shall not be less than 6 (six) months) and the type of marketing to be carried out, which shall for the avoidance of doubt include marketing on the GLA's Homes for Londoners website;
- (b) measures to ensure that for the first 3 (three) months of the marketing period the DMS Housing Units shall be marketed to persons whose total gross annual household income (at the date of application for a DMS Housing Unit) does not exceed £46,000 per annum for 1 bedroom units and £60,000 for 2 bedroom units and £70,000 per annum for 3 bedroom units or such other sum as shall from time to time be agreed in writing between the Council and the Owner
- (c) details as to how the marketing and disposal of the DMS Housing Units will only be to Eligible Purchasers also meeting either the Residency Requirement or employed within the Local Area for the first 6 (six) months of the marketing period;
- (d) measures to ensure that, following the first 6 (six) months of the marketing period, the DMS Housing Units are only available to Eligible Purchasers;
- (e) measures to ensure that any prospective purchaser does not own any other property;
- (f) measures to ensure that housing costs and service charges (including mortgage payments) do not exceed 28% (twenty-eight per cent) relative to annual gross income; and
- (g) a provision which states that the Council's costs in relation to the DMS Housing Units (or any disposal thereof) will be met by the Owner;

"Dwelling"	means any individual unit of residential accommodation forming part of the Development but not any common parts serving such units;
"Eligible Household"	means an Eligible Purchaser or Eligible Renter;
"Eligible Purchaser"	means a purchaser or purchasers who satisfy the Financial Requirement;
"Eligible Renter"	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 Affordable 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 £60,000 (sixty thousand pounds) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"End User Contribution"	means the sum of £45,375 (forty-five thousand three hundred and seventy-five pounds) CPI Index Linked to be used by the Council towards the training of people who are employed in the Commercial Units;
"Energy Monitoring Portal"	means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk , or any other such method of submission that may replace this;

“Energy Performance Indicators”	<p>Means</p> <ul style="list-style-type: none"> (i) for the purposes of paragraph 1 of Part 2 of Schedule 8, the ‘planning stage performance indicators’ as set out in Table 2 of the GLA Energy Monitoring Guidance; (ii) for the purposes of paragraph 2.1 of Part 2 of Schedule 8, the ‘as-built stage estimated performance indicators for residential and non-residential reportable units’ as set out in Table 4 of the GLA Energy Monitoring Guidance; (iii) for the purposes of paragraph 4 of Part 2 of Schedule 8, the ‘in-use stage performance indicators for residential and non-residential reportable units’ as set out in Table 7 of the GLA Energy Monitoring Guidance;
“Estimated Build Costs”	<p>means the sum of:</p> <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred at the Review Date; and (b) the actual Build Costs incurred at the Review Date;
“Estimated GDV”	<p>means the price at which a sale of the Open Market Housing Units and the Commercial Unit would have completed unconditionally for cash consideration on the date of submission of the Development Viability Information pursuant to Part 2 of Schedule 3 based on detailed comparable market evidence to be assessed by the Council and assuming:-</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
“External Consultant”	<p>means the external consultant(s) appointed by the Council to assess the Development Viability Information;</p>
“Financial Requirement”	<p>means that an individual’s Household Income at the date of purchasing the relevant Affordable 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 (ninety thousand pounds);</p>
“Force Majeure Event”	<p>means the occurrence of the COVID-19 pandemic (or other pandemic) insofar as it directly delays the Owner in the carrying out of the Development PROVIDED THAT</p>

- i. any delay to the carrying out of the Development cannot have arisen as a result of any act omission negligence or default on the part of the Owner (or its contractors or agents); and
- ii. any delay could not have been reasonably avoided or provided against or mitigated by the Owner (or its contractors or agents) acting reasonably;

“Formula 1a” means the formula identified as "Formula 1a" within the annex to Schedule 3;

“Formula 2” means the formula identified as "Formula 2" within the annex to Schedule 3;

“GLA Energy Monitoring Guidance” means the draft GLA “Be seen’ energy monitoring guidance’ published for consultation in October 2020 (or any guidance in substantially the same form subsequently adopted);

"Greater London Authority" means the Greater London Authority or any successor to its function (and GLA shall be construed accordingly);

“Habitable Room” means any room intended to be used for sleeping, cooking, living or eating purposes and excluding bathrooms, toilets, corridors, service areas, laundries, hallways and utility areas;

“Highway Works” means the following:

- provision of a new bus lane to the High Road (A118);
- widening of the High Road with new footway;
- new pedestrian crossing to Barley Lane Park;
- increased right-turn lane from High Road;
- alterations to ‘Bus Stop P’;
- new vehicle access from the ‘Access Road’ to car park;
- relocation of the bus stop currently located on High Road from east of Goodmayes Road to the west of Goodmayes Road, including the relocation or installation of a new bus shelter, real time information equipment, bus stop post, timetable and flag and any other associated works at the new and old location ;
- necessary modelling related mitigation measures as set out in the document entitled ‘Modelling Group MG0111 – Technical Note’ and dated 13 April 2021 (or as otherwise agreed with the local highway authority); and
- subject to paragraph 1.4 to 1.6 (inclusive) of Schedule 4 an interim pedestrian crossing on High Road

or such other works as are agreed between the local highway authority and the Owner subject to prior written consultation with TfL in relation to works to bus services infrastructure

“Highway Works Agreement” means an agreement to be completed between the relevant highway authority and the Owner pursuant to Section 278 and Section 72 and Section 38 of the 1980 Act (as required) and other powers relating to the Highway Works;

"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing an Affordable Housing Unit, share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons;
"Household Income"	means: <ul style="list-style-type: none"> (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;
"Implementation Date"	means the date of implementation of the Planning Permission by the carrying out of a material operation as defined in section 56(4) of the 1990 Act and references to "Implement" and "Implementation" shall be construed accordingly;
"Initial Sale DMS Valuation"	means the Initial Sale Open Market Valuation less any discount applied as assessed by an Independent RICS Registered Valuer;
"Initial Sale Premium"	means the consideration paid in respect of the initial disposal of the relevant DMS Housing Unit in accordance with paragraph 3.6 of Part 1 of Schedule 3 which for the avoidance of doubt shall not be for more than the Maximum Sale Price;
"Initial Sale Open Market Valuation"	means the initial Market Value at the time of the initial sale of the DMS Housing Unit as assessed by an Independent RICS Registered Valuer;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under Clause 9.2 of this Deed that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Interest"	means interest at 3% (three per cent) above the base lending rate of the Bank of England from time to time;
"Labour Return"	means a written monitoring report detailing and recording the following: <ul style="list-style-type: none"> (a) the amount of Local Labour recruited, employed, engaged and/or hired by the Owner as contractors and sub-contractors to carry out the Development or any part thereof; (b) the details of Local Businesses that have secured contracts for the carrying out of the Development or any part thereof; and (c) the details of employment of Apprentices;
"Local Area"	means the London Borough of Redbridge;
"Local Businesses"	means any business, trade, service, profession or industry whose established place of business is within the Local Area;
"Local Labour"	means any person or persons aged 18 (eighteen) years or over who is a Resident;

"Local Procurement Strategy"	means a strategy for each Phase (or any revision to it approved in writing by the Council) to maximise opportunities for Local SMEs to access contracts for goods and services required during a Construction Phase such strategy to detail initiatives for how the 20% (twenty per cent) local procurement target from Local SMEs for the Sitewide Construction Phase shall be apportioned for each Phase including an agreement to provide details of any tender for contracts and contracting opportunities to any Local SMEs held on a supplier list (if any) held by the Council, a commitment to advertise locally any tender for contract and contracting opportunities, the timing for the implementation of any initiatives together with mechanisms for monitoring the success (or otherwise) of such initiatives;
"Local SMEs"	means independent business organisations based within the Local Area with fewer than 250 (two hundred and fifty) employees;
"London Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that is subject to rent controls that require it to be offered to Eligible Households in accordance with Part VI of the Housing Act 1996 at a rent that is: <ul style="list-style-type: none"> (a) including Service Charges, up to 80% (eighty per cent) of local market rents; and (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance;
"London Affordable Rented Housing Units"	means the 154 (one hundred and fifty-four) Affordable Housing Units comprising 513 (five hundred and thirteen) Habitable Rooms to be made available for London Affordable Rented Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing pursuant to an Additional Affordable Housing Scheme and reference to a " London Affordable Rented Housing Unit " shall be to any one of them;
"London Plan"	means the London Plan adopted in March 2021 as revised from time to time;
"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"London Shared Ownership Housing"	means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the 2008 Act (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements): <ul style="list-style-type: none"> (a) must not exceed 28% (twenty-eight per cent) of the relevant annual gross income upper limit (such 28% (twenty-eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) specified in the London Plan Annual Monitoring Report; and (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28% (twenty-eight per cent) of the relevant annual gross income upper limit below (such

28 % (twenty-eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income)

PROVIDED THAT this restriction shall apply only to the first letting of each London Shared Ownership Housing Unit and only if such letting is secured by an Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed:

- (i) one-bedroom:£46,000;
- (ii) two-bedroom:£60,000;
- (iii) three-bedroom:£70,000;

“London Shared Ownership Lease” and **“London Shared Ownership Lessee”** shall be construed accordingly;

“London Shared Ownership Housing Units” means the 122 (one hundred and twenty-two) Affordable Housing Units comprising 367 (three hundred and sixty-seven) Habitable Rooms to be made available for London Shared Ownership Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing pursuant to an Additional Affordable Housing Scheme and reference to a **“London Shared Ownership Housing Unit”** shall be to any one of them;

“Market” means a binding contract has been entered into with an Affordable Housing Provider in relation to the acquisition of no less than a 125 (one hundred and twenty-five) year leasehold interest in the Affordable Housing Units unless otherwise agreed in writing by the Council and **“Marketed”** shall be construed accordingly;

“Market Value” means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration based on detailed comparable market evidence to be assessed by the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than 6 (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 Deed of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

“Maximum Sale Price” means the price which is no more than 80% (eighty per cent) of the Market Value of the relevant DMS Housing Unit at the point of the relevant disposal of any DMS Housing Unit;

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

“Monitoring Fee” means the sum of £50,000 (fifty thousand pounds) to cover the Council’s costs of monitoring and implementing the planning obligations in this Deed;

"Motor Vehicle"	means any mechanically propelled vehicles including a motorcycle intended or adapted for use on a road and/or highway;
Network Rail (NR)	means Network Rail Infrastructure Limited whose registered office is situated at 1 Eversholt Street, London, NW1 2DN and any successor in statutory function;
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, stocking, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations (and " Occupy ", " Occupants " and " Occupied " shall be construed accordingly);
"Open Market Housing Units"	means the Dwellings which are to be sold or let on the open market and which are not Affordable Housing Units;
"Option"	means the exclusive option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with Clause 9.3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;
"Owner"	means together the First Owner and the Second Owner;
"Operational Phase"	means the period of the Development post Practical Completion where the Development or any part of the Development is ready for use and Occupation;
"Parking Bay"	means a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 or other relevant legislation in a Controlled Parking Zone for use by residents of the locality in which the Development is situated;
"Parking Permit"	means a parking permit issued by the Council in accordance with their rules under Section 54(2) of the Road Traffic Act 1984 allowing a Motor Vehicle to park in a Parking Bay;
"Phase"	means a phase of the Development as shown on Plan 4 and references to "Phase 1" and "Phase 2" and "Phase 3" shall be construed accordingly;
"Plan 1"	means the plan marked as Plan 1 as appended at Schedule 1;
"Plan 2"	means the plan marked as Plan 2 as appended at Schedule 1;
"Plan 3"	means the plan marked as Plan 3 as appended at Schedule 1;
"Plan 4"	means the plan marked as Plan 4 as appended at Schedule 1;
"Plan 5"	means the plan marked as Plan 5 as appended at Schedule 1;
"Plan 6"	means the plan marked as Plan 6 as appended at Schedule 1;
"Plan 7"	means the plan marked as Plan 7 as appended at Schedule 1;
"Plan 8"	means the plan marked as Plan 8 as appended at Schedule 1;
"Plan 9"	means the plan marked as Plan 9 as appended at Schedule 1;

"Planning Application"		means the application for planning permission for the Development allocated reference 4309/19;
"Planning Permission"		means the planning permission granted by the Council for the Development (a draft copy of which is appended hereto);
"Practical Completion"		means the date that a certificate of practical completion is issued pursuant to a building contract or contracts in respect of the relevant part of the Development or the date on which the Development or the relevant part of the Development is practically completed in accordance with the building contract or contracts and " Practically Complete " shall be construed accordingly;
"Primary School"		means the 3 (three) form entry primary school to be constructed including indoor and outdoor facilities for primary education (infant and/or junior schools) any other subsidiary use permitted under the Education Act 1996 including but not limited to childcare, sports, and ancillary uses (paid or otherwise);
"Primary School Notice"		means written notice from the Council to the Owner confirming that it requires the Primary School to be constructed pursuant to the Planning Permission;
"Primary School Repayment"		means the sum equivalent to the amount of any exceptional circumstances relief granted for a relevant Phase pursuant to the CIL Regulations for the costs of building the Primary School;
"Primary School Repayment Notice"		means a written notice setting out in detail the Primary School Repayment and evidence of the same together with a proposed repayment instalment schedule;
"Primary School Site"		means the 0.23 (nought point two three) hectares of land shown for identification purposes edged red on Plan 5;
"Primary School Strategy"		means a strategy to be approved by the Council comprising the following: <ul style="list-style-type: none"> (a) detailed design and layout of the Primary School; and (b) programme for delivery of the Primary School Works;
"Primary School Works"		means the works required to construct the Primary School on the Primary School Site;
"Public Realm Land"	Realm	means the land on which the Public Realm Works are to be carried out shown shaded red on Plan 6;
"Public Realm Works"	Realm	means the public realm improvement works permitted by the Planning Permission to be undertaken on the Public Realm Land;
"Public Realm Works Delivery and Management Plan"	Realm Delivery	means a detailed scheme for the delivery and management in perpetuity of the Public Realm Land and Public Realm Works;

“Public Subsidy”	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development;
“Reasonable Endeavours”	means that a party has exerted itself to perform an obligation in a manner which: <ul style="list-style-type: none"> (a) a reasonable and prudent person would do; (b) demonstrates that it has taken serious and detailed consideration of its contractual commitment pursuant to this Deed; (c) has utilised such methods as are likely to achieve the desired result taking into account its own commercial interests; and (d) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has then undertaken at least one alternative means of achieving the desired result;
“Redbridge Business and Enterprise Service”	means the organisation within the Council which leads on business support, business growth and development of business workspace in the administrative area of the Council;
“Regulator of Social Housing”	means the executive non-departmental public body sponsored by the Department for Housing Communities and Local Government to create sustainable communities and also to regulate registered providers of social housing or any successor body and where appropriate will include the Homes and Communities Agency and Homes England and their predecessor bodies;
“Rent Guidance”	means the Guidance on Rents for Social Housing, and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation;
“Rent Nominations Agreement”	means the rent nominations agreement to be entered into pursuant to paragraph 2.8.2 of Part 1 of Schedule 3 between the Council and the Affordable Housing Provider in a form to be provided by the Council and agreed with the Affordable Housing Provider such agreement to include nominations rights in favour of the Council to nominate households in need to Affordable Housing;
“Rent Standard”	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance;
“Reportable Unit”	means a Reportable Unit (Residential) or a Reportable Unit (Non-Residential);
“Reportable Unit (Residential)”	means an individual Building of 5 (five) or more flats or a group of 5 (five) or more houses;
“Reportable Unit (Non-Residential)”	means a Building with a single occupier/tenant (including a block of flats' communal areas) or a Building with multiple tenants;

"Resident"		means a person who is resident in the Local Area, such residency to be proven by the production of 2 (two) valid proofs of address which are no more than 3 (three) months old, for example: (a) council tax statement; or (b) utility bills; or (c) bank statements; or (d) other correspondence from government or state bodies and 'Residency Requirement' shall be construed accordingly;
Residential Car Park Management Plan		means the plan to be approved by the Council which is in accordance with the principles set out in paragraph 2.10 of the Schedule 4 for the purpose of managing the car parking in respect of the Residential Units on the Development Land including details of servicing and management of access roads
"Residential Travel Plan"		means the travel plan approved pursuant to Condition [] of the Planning Permission
Retail Car Park Management Plan		means the plan to be approved by the Council which is in accordance with the principles set out in paragraph 2.4 of Schedule 4 for the purpose of managing the car parking in relation to the Retail Unit on the Development Land including details of servicing and management of access roads in the Development;
"Retail Unit Travel Plan"		means the travel plan approved pursuant to Condition [] of the Planning Permission
"Retail Unit"		means the replacement food retail unit forming part of the Development to be delivered on the land shown edged red on Plan 7
"Review Date"		means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 2 of Schedule 3;
"Safeguarded Land"		means the land situated within Phase 2 as shown indicatively shaded blue on Plan 8;
"Safeguarding Period"		means either: a) 15 (fifteen) fifteen years from but not including the date of Commencement of Development; or b) in the event that the Station Entrance Development is not commenced in accordance with the time condition on the permission authorising the same, such shorter period as shall be agreed between the Council and the Owner; whichever shall be the earlier to occur
"Section Consent"	73	means a planning permission granted pursuant to Section 73 of the 1990 Act which varies and/or removes any condition to which the Planning Permission;

"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or London Shared Ownership Housing Unit;
"Site"	means the land against which this Deed may be enforced known as 822 High Road, Goodmayes, as shown edged red on Plan 1 and as set out in the First Schedule;
"Sitewide Construction Phase"	means the period between the Commencement of Development and Practical Completion of the Development;
"Staircasing"	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and "Staircased" shall be construed accordingly;
"Station Access"	means the new station access to be provided from the Site to the Station Entrance Development;
"Station Consent Period"	means the period of 5 (five) years from but not including the date of the grant of the planning permission for the Station Entrance Development;
"Station Entrance Actions"	means the Owner: <ul style="list-style-type: none"> (a) has engaged with TfL to undertake a station capacity assessment to establish if there is a need for the Station Entrance Development based on passenger demand forecast figures including those for the Site and to determine whether TfL and Network Rail supports the Station Entrance Development; (b) has (if made) responded to all reasonable requests from TfL for further information, as soon as reasonably practicable, in respect of any station capacity assessment to be undertaken by TfL or attended meetings with TfL regarding the delivery of the Station Entrance Development and Station Access; and (c) has sought to secure the Station Entrance Consents
"Station Entrance Consents"	means all statutory and third party permissions consents, approvals, lease, licence, easements or any other agreements required to be obtained by the Owner from relevant stakeholders to enable it (on reasonable commercial terms) to deliver the Station Entrance Development and Station Access, including (but not limited to) the approval of TfL and Network Rail in writing to the Station Entrance Development;
"Station Entrance Development"	means the development permitted by planning permission reference 2837/20 [dated []] to construct a new station entrance at Goodmayes Station;
"Station Entrance Repayment"	means the sum equivalent to the amount of any exceptional circumstances relief granted for a relevant Phase pursuant to the CIL Regulations for the costs of delivering the Station Entrance Development;

“Station Entrance Repayment Notice”	means a notice setting out in detail the Station Entrance Repayment and evidence of the same together with a proposed repayment instalment schedule;
“Substantial Implementation”	means the occurrence of the following in respect of the first Phase of the Development: <ul style="list-style-type: none"> (a) Commencement of Development; and (b) completion of the ground floor slab of Building A as identified on Plan 9
“Substantial Implementation Target Date”	means the date that is 24 (twenty four) months from, but excluding, the date of grant of the Planning Permission PROVIDED THAT if there is a Challenge the Review Date shall be extended by the Challenge Period or for a period of 4 (four) months or such lesser period of time identified in the Substantial Implementation Target Date Delay Request validly served on the Council as the period of time for the duration of the delay to the Owner’s ability to carry out or continue to carry out the Development;
“Substantial Implementation Target Date Delay Request”	means a request to extend the Substantial Implementation Target Date made by the Owner and submitted to the Council as soon as reasonably practicable after the start of a Force Majeure Event (but no later than 10 (ten) Working Days from its start) giving details of: <ul style="list-style-type: none"> a) the Force Majeure Event and the date upon which it started; b) the anticipated timescale for the duration of the Force Majeure Event and the proposed new date for the Substantial Implementation Target Date (the extension of which shall relate directly to and not exceed any period of delay arising from the Force Majeure Event); c) the effect of the Force Majeure Event on the Owner’s ability to achieve Substantial Implementation by the Substantial Implementation Target Date; and d) the reasons why the delay(s) has occurred and how this is directly as a result of the Covid-19 pandemic or similar pandemic; and supported by appropriate evidence to substantiate the reasons provided for the Substantial Implementation Target Date Delay Request;
“Sums Due”	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
“Television Consultant”	means a suitable body or person approved by the Confederation of Aerial Industries or by the Office of Communications;
"Television Survey"	First means a baseline television survey carried out by the Television Consultant (which may take into consideration the Television and Radio Signal Report) to establish the levels of television reception to the Development in the Television Survey Area;
“Television and Radio Report”	Signal means the TV and Radio Interference Assessment prepared by Trium dated October 2019 and submitted with the Planning Application

"Television Mitigation Measures"	means television mitigation measures required in respect of the impact on television reception within the Television Survey Area and submitted in accordance with Paragraph 1 of the Schedule 2 and which shall result in the improvement of an external signal so that the television reception returns to at least the level which was established in the Television First Survey or in the event that the external signal does not return to the level established in the Television First Survey such measures to set out solutions to return to the level established in the Television First Survey to include an in-house property solution such as the installation of an alternative television service, the re-pointing of the existing antenna to another transmitter or the relocation of the existing antenna or the installation of a higher gain antenna;
"Television Second Survey"	means a survey carried out by the Television Consultant (which may take into consideration the Television and Radio Signal Report) to establish the level of television reception to the Development within the Television Survey Area;
"Television Surveys"	means together the Television First Survey, the Television Second Survey and the Television Third Survey;
"Television Survey Area"	means such area as shall be agreed in writing by the Council;
"Television Third Survey"	means a final survey carried out by the Television Consultant (which may take into consideration the Television and Radio Signal Report) to check that the Television Mitigation Measures have rectified any adverse impact from the Development on properties' television reception within the Television Survey Area to at least to the level identified in the Television First Survey;
Transport for London (TfL)	means Transport for London or their successors to their statutory functions;
"Travel Plan Monitoring Fee"	means the sum of £50,000 (fifty thousand pounds) CPI Index Linked (being £20 (twenty pounds) per Dwelling) for 5 (five) years) to be applied by the Council for administering and monitoring the Residential Travel Plan and the Retail Travel Plan and the overall compliance with the requirements of the Residential Travel Plan and Retail Travel Plan;
"Working Day"	means a day other than a Saturday or Sunday, Christmas Day, Good Friday, or bank holiday; and
"Work Redbridge for Business"	means the Job Brokerage Service operated by the London Borough of Redbridge which identifies suitably qualified and/or experienced job-seekers and matches candidates to suitable job vacancies or such other successor body from time to time.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Any reference to an Act shall include any modification, amendment, variation, substitution, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.5 References to any party to this Deed shall include the successors in title (subject to the provisions of this Deed) to that party and to any person deriving title through or under that party and in the case of the Council the successors to its respective statutory functions.
- 2.6 The headings and contents list are for reference only and shall not affect construction.
- 2.7 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to the Acts.
- 3.2 The covenants, undertakings, restrictions, and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the 1990 Act and undertakings pursuant to Section 16 of the 1974 Act and are enforceable by the Council as local planning authority against the Owner and the Owner's successors in title and assignees (subject to the provisions of this Deed) and which bind the Site AND FOR THE AVOIDANCE OF DOUBT the planning obligations in this Deed shall not be enforceable against the Developer unless and until the Developer acquires a legal interest in the Site.
- 3.3 To the extent only that any of the obligations in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in the Acts.

4 CONDITIONALITY

This Deed is conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) the Commencement of Development

save for the provisions of Clauses 1 - 4, 7 – 16, 17.1.1, 19 and 20 which shall come into effect immediately upon completion of this Deed.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the Schedules.
- 5.2 The obligations in, paragraphs 2.1 and 2.2 of Schedule 2, paragraph 4.1 – 4.4 (inclusive) of Schedule 4, Schedule 6, paragraphs 1.3 and 1.4 of Part 1 of Schedule 8, paragraphs 1.2, 3.2, 5 and 6 of Part 2 of Schedule 9 and Schedule 11 shall be binding on Phase 2 only and enforceable against the owners of the Phase 2 Land only.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in the Schedules.
- 6.2 The Council covenants to apply each of the Contributions solely towards the purpose for which they were paid to the Council.
- 6.3 The Council shall, in the event of receipt, pay the Bus Services Contribution to TfL within 28 (twenty-eight) days of receipt.

- 6.4 The Council covenants with the Owner in respect of the Contributions received in accordance with this Deed that if, at the date 10 (ten) years from the date of receiving the respective Contribution, any monies remain (including any interest accrued) then the Council shall return such monies to the party that paid the relevant Contribution PROVIDED ALWAYS that no such request for repayment will be made prior to the expiry of 5 (five) years and that no such request nor any repayment will be made in respect of any Contribution (including any part thereof) which the Council has contracted to expend prior to the date of receipt of such request which shall be deemed to have been expended by the Council prior that date.

7 WARRANTY

The Owner warrants that it has full power to enter into this Deed and that no person other than the Owner has any legal or equitable interest in the Site or whose consent is necessary to make the Deed binding on the Site and the Owner and any estates and interests therein.

8 MISCELLANEOUS

- 8.1 The Developer shall pay to the Council on completion of this Deed the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 8.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 8.3 This Deed shall be registrable as a local land charge by the Council.
- 8.4 Where the agreement, approval, consent or expression of satisfaction is required to be given or reached or taken by any party under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.
- 8.5 Any notice made under the terms of this Deed is to be made in writing and shall be deemed to have been properly served if sent by recorded delivery or delivered by hand and signed for by the following officer at the addresses specified in this Deed and addressed as follows:
- 8.5.1 in relation to the Council to be given or served at the address given in this Deed and addressed to the Strategic Head of Planning and Building Control;
 - 8.5.2 in relation to the Developer to its registered office for the time being; and
 - 8.5.3 in relation to the First Owner and Second Owner to its registered office for the time being for the attention of the Chief Property Officer
- 8.6 For the avoidance of doubt any agreement, consent, approval or expression of satisfaction shall be given on behalf of the Council by the Strategic Head of Development and Building Control.
- 8.7 Following the performance and satisfaction of all of the obligations contained in this Deed the Council shall following a request in writing from the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 8.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 8.9 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 8.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission (or any Section 73 Consent modifying varying or amending) subject to Clause 19) granted (whether or not on appeal) or

deemed to be granted of planning permission pursuant to a development order after the date of this Deed.

- 8.11 Nothing contained or implied in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

9 EXCLUSIONS

- 9.1 In order to benefit from the protection granted by Clause 9.6, a Chargee must:
- 9.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the address stated on page 1 of this Deed during normal office hours or using first class registered post to the Council's offices at the address stated on page 1 of this Deed in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
 - 9.1.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
 - 9.1.3 subject to Clause 9.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with Clause 9.3 below.
- 9.2 From the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the Council may serve an Intention Notice on the Chargee.
- 9.3 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) the 'Option' which shall contain the following terms:
- 9.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 9.3.2 the price for the sale and purchase will be agreed in accordance with Clause 9.4.2 below or determined in accordance with Clause 9.5 below;
 - 9.3.3 provided that the purchase price has been agreed in accordance with Clause 9.4.2 below or determined in accordance with Clause 9.5 below, but subject to Clause 9.3.4 below, the Council (or its nominated substitute Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 9.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 9.3.5 any other terms agreed between the parties to the Option (acting reasonably).
- 9.4 Following the service of the Intention Notice:
- 9.4.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

- 9.4.2 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in Schedule 3 of this Deed; and
 - (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 9.5 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to Clause 9.4.2(a) above:
- 9.5.1 the Council (or its nominated substitute Affordable Housing Provider) and the Chargee shall use Reasonable Endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 9.5.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 9.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at Clause 9.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;
 - 9.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 9.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 9.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and
 - 9.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 9.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in Schedule 3 of this Deed which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:
- 9.6.1 the Council has not served an Intention Notice before the date falling 1 (one) calendar month after the first day of the Moratorium Period;
 - 9.6.2 the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

- 9.6.3 the Council (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 9.7 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under Clauses 9.1 to 9.6 above (inclusive).
- 9.8 This Deed shall also not bind or be enforceable against the following:-
- 9.8.1 any person after it has disposed of all of its interest in the Site (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
 - 9.8.2 any owner, tenant or occupier of any individual Dwelling (other than the permit free obligations contained in paragraphs 3.2 and 3.3 of Schedule 4 and the restriction on Occupation of Affordable Housing Units contained in paragraph 2.6 of Part 1 of Schedule 3) nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;
 - 9.8.3 any owner, tenant or occupier of the Retail Unit nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;
 - 9.8.4 any owner, tenant, or occupier of a Commercial Unit within a completed building in the Development nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;
 - 9.8.5 without prejudice to Clause 9.8.6 any Affordable Housing Provider or any Chargee except in relation to the affordable housing obligations in Schedule 3 (subject always to Clauses 9.1 to 9.7 of this Deed)
 - 9.8.6 any occupier or tenant of a London Shared Ownership Housing Unit or a London Affordable Rented Housing Unit who has exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or 2008 Act or Planning Act 2016 or has Staircased up to 100% (one hundred per cent) of the equity in a London Shared Ownership Housing Unit nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;
 - 9.8.7 any statutory undertaker or utility provider providing services in connection with their undertakings; and
 - 9.8.8 a future mortgagee or chargee of the Site unless and until such mortgagee or chargee takes possession of the Site (or part) over which it holds a legal charge in which case it will be bound by the obligations as if it were a person deriving title from the Owner (as applicable).

10 NO WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

11 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed (other than the ongoing On-Street Parking Permit Capping obligations contained in paragraph 3 of Schedule

4) 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 the Site or unit of occupation purchased by reference to a plan SAVE FOR in relation to the disposal of individual Dwellings to individual owners.

12 INTEREST

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

13 VAT

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

14 DISPUTE PROVISIONS

14.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.

14.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 14.1 or as to the appropriateness of the professional body then such question may be referred by any of the parties to this Deed to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his 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.

14.3 Any expert howsoever appointed:

14.3.1 shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 28 (twenty-eight) Working Days after the conclusion of any hearing that takes place or 28 (twenty-eight) Working Days after he has received any file or written representation;

14.3.2 Act as an expert and not an arbitrator.

14.4 The expert shall be required to give notice to each of the said parties requiring them to submit to him within 10 (ten) Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 (ten) Working Days.

14.5 The provisions of this Clause 14 shall not affect the ability of the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.

15 JURISDICTION

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

16 DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

17 NOTICES AND MONITORING FEE

17.1 The Owner covenants to give the Council at least 7 (seven) Working Days' prior written notice of the following events save that if any longer notice period is specified in any of the Schedules to this Deed, such longer notice shall be given

17.1.1 Implementation of the Development

17.1.2 Commencement of any Phase of the Development

17.1.3 Substantial Implementation;

17.1.4 first Occupation of:

- (a) any Phase of the Development;
- (b) the first Dwelling;
- (c) 75% (seventy-five per cent) of the Dwellings;
- (d) 95% (ninety-five per cent) of the Dwellings;
- (e) 50% (fifty per cent) of the Open Market Housing Units;
- (f) 75% (seventy-five per cent) of the Open Market Housing Units;
- (g) 100% (one hundred per cent) of the Open Market Housing Units;
- (h) the Retail Unit;
- (i) the Primary School;

17.2 The Owner covenants to give the Council written notice immediately following the occurrence of:

17.2.1 any of the events referred to in clause 17.1;

17.2.2 Practical Completion; and

17.2.3 Commencement of the marketing of the London Shared Ownership Housing Units;

17.3 The Owner covenants:

17.3.1 to pay 50% (fifty per cent) of the Monitoring Fee to the Council prior to the Implementation Date and not to Implement unless and until it has paid 50% (fifty per cent) of the Monitoring Fee to the Council; and

17.3.2 to pay the remaining 50% (fifty per cent) of the Monitoring Fee to the Council prior to the Commencement of the Development and not to Commence Development unless and until it has paid the Monitoring Fee in full to the Council.

18 INDEXATION

All sums of money payable in accordance with this Deed to the Council other than those referred to in clause 8.1 shall be adjusted by being CPI Index Linked or BCIS Index Linked as the case may be as set out in this Deed.

19 FURTHER SECTION 73 CONSENTS

19.1 Subject to the provisions of this Clause if any Section 73 Consent is granted after the date of this Deed:

- 19.1.1 the planning obligations in this Deed shall automatically relate to and bind such Section 73 Consent from the date of the grant of the Section 73 Consent (in addition to continuing to bind the Site in respect of the Planning Permission) without the need to enter into any subsequent deed of variation or new agreement pursuant to section 106 or section 106A of the 1990 Act; and
- 19.1.2 the definitions of Planning Application, Development and Planning Permission in this Deed shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself (as applicable); and
- 19.1.3 this Deed shall be endorsed with the following words in respect of any Section 73 Consent

“the planning obligations and undertakings in the Deed relate to and bind the Site in respect of which a new planning permission reference [] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”.

PROVIDED THAT:

- 19.2 nothing in this Clause shall fetter the discretion of the Council in determining any planning application(s) for a Section 73 Consent and the appropriate planning obligations and undertakings required in connection with the determination of the same;
- 19.3 to the extent that any of the planning obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent; and
- 19.4 the Council reserves the right at its discretion to insist upon the completion of a separate planning obligation deed of agreement pursuant to section 106 and 106A of the 1990 Act in connection with any Section 73 Consent if the Council considers it necessary to do so.

20 FUTURE VARIATIONS

Where in this Deed an obligation is required to be performed in relation to a Phase, block, Building or Buildings or other discreet part of the Development such obligation may be varied by supplemental deed entered into by the Council and the Owner from time to time of the relevant Phase, block, Building or Buildings or other discreet part of the Development only and the Parties agree that it will not be necessary for the Owner or other owner from time to time of other parts of the Land to enter into such supplemental deed Provided Always That the Site continues to be bound by this Deed notwithstanding such supplemental deed.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

**SCHEDULE 1
PLANS**

<u>Plan Number</u>	<u>Plan Title</u>	<u>Reference</u>
1.	Site Plan	AP237 – P010
2.	Barley Lane Recreational Ground	S106 - WH197-002
3.	Car Club Bays	S106 - WH197-003
4.	Phasing Plan	WH197_21_P_10.10
5.	Primary School Site	S106 - WH197-005
6.	Public Realm	S106-WH 197-006
7.	Retail Units (Replacement Store)	S106-WH 197-009 and S106-WH 197-010
8.	Safeguarded Land	WH -S106 -001 Rev P1
9.	Extent of ground floor slab of Building A	S106-WH197-050

SCHEDULE 2
TV RECEPTION MITIGATION AND CCTV

The Owner covenants with the Council as follows:

1. TV RECEPTION MITIGATION

- 1.1. The Owner shall submit the Television First Survey to the Council for approval in writing prior to Commencement of the Development and no later than 10 (ten) Working Days following completion of the Television First Survey.
- 1.2. The Owner shall not Commence Development until it has submitted the Television First Survey (completed no later than 10 Working Days prior to its submission) to the Council for its approval in writing.
- 1.3. The Owner shall report in writing to the Council the details of any complaints received from owners or occupiers of residential properties in the Television Survey Area about their television reception being adversely affected within 10 (ten) Working Days of receipt together with details of the Television Mitigation Measures to be undertaken in respect of any complaint regarding television reception considered by the Television Consultant to have been adversely affected by the Development and the timescale for carrying out such Television Mitigation Measures.
- 1.4. As soon as reasonably practicable following the Practical Completion of each Phase of the Development and prior to Occupation of that Phase of the Development, the Owner of that Phase shall carry out the Television Second Survey and submit the results to the Council in writing within 10 (ten) Working Days, and shall not allow the Occupation of that Phase of the Development until this had been done.
- 1.5. In the event that the Television Second Survey results show a reduction in the quality of the television reception from that which existed at the date of the Television First Survey to 1 (one) or more of the properties in the Television Survey Area (and that this is, in the opinion of the Television Consultant, due to the Development), to use Reasonable Endeavours to carry out and complete the Television Mitigation Measures for that Phase to the written satisfaction of the Council within a timescale agreed with the Council having regard to the type of mitigation measures required and in the event that, having used Reasonable Endeavours to carry out and complete the Television Mitigation Measures for that Phase, the Owner of that Phase has been unable to do so within the timescale agreed, the Owner of that Phase shall notify the Television Consultant of the same and shall agree any necessary amendments to the Television Mitigation Measures for that Phase and carry out and complete the same.
- 1.6. Within 6 (six) weeks of the satisfactory completion of the Television Mitigation Measures for a Phase carried out pursuant to paragraph 1.5 of this Schedule 2 (if any) the Owner of that Phase shall carry out the Television Third Survey in respect of the relevant Phase and submit the results to the Council in writing within 10 (ten) Working Days.
- 1.7. In the event that the Television Third Survey results show a reduction in the quality of the television reception from that which existed at the date of the Television First Survey to 1 (one) or more of the properties in the Television Survey Area and that this is, in the opinion of the Television Consultant, due to the Development, the Owner of that Phase shall use Reasonable Endeavours to carry out and complete further Television Mitigation Measures for that Phase to the properties affected to the written satisfaction of the Council within a timescale agreed with the Council having regard to the type of mitigation measures required and in the event that, having used Reasonable Endeavours to carry out and complete the Television Mitigation Measures for that Phase, the Owner of that Phase has been unable to do so within the timescale agreed, the Owner of that Phase shall notify the Television Consultant of the same and shall agree any necessary amendments to the Television Mitigation Measures and carry out and complete the same..

- 1.1. FOR THE AVOIDANCE OF DOUBT all costs associated with the appointment of the Television Consultant, the carrying out of the Television Surveys and any required Television Mitigation Measures shall be borne entirely by the Owner of the relevant Phase.

2. CCTV

- 2.1. The Owner shall pay to the Council in full the CCTV Contribution prior to first Occupation of Phase 2.
- 2.2. The Owner shall not first Occupy or permit first Occupation of Phase 2 unless and until the CCTV Contribution has been paid in full to the Council.
- 2.3. The Owner shall permit the Council and its authorised employees and agents upon reasonable notice, which shall be a minimum of 5 Working Days, to access the roof of any Building provided by the Development upon the Site for the purposes of surveying locations for any CCTV equipment required as a result of the Development PROVIDED ALWAYS THAT in the event that any works are then required to a Building for the purposes of installing, and thereafter maintaining, any network equipment required then the Council shall provide the Owner with a detailed scheme for the design of and delivery of CCTV installation (by the Council and at the Council's own cost) for approval, such approval not to be unreasonably withheld or delayed.
- 2.4. The Council shall make good any damage caused as a result of the exercise of its rights under paragraph 2.3 of this Schedule 2.

SCHEDULE 3
AFFORDABLE HOUSING AND VIABILITY REVIEW
PART 1

The Owner covenants with the Council as follows:

1. PROVISION OF AFFORDABLE HOUSING - REASONABLE ENDEAVOURS TO SECURE FUNDING

Prior to the Commencement of Development of the Dwellings in Phase 1, the Owner shall use Reasonable Endeavours to secure grant funding and or other additional funding from the GLA the purpose of which is to maximise the quantum of Affordable Housing Units on the Site and shall provide written evidence of the same to the Council.

2. PROVISION

- 2.1. to prepare at its own cost and submit the Affordable Housing Distribution and Delivery Plan to the Council for approval prior to Commencement of Development of the Dwellings in Phase 1;
- 2.2. not to Commence Development of the Dwellings in Phase 1 unless and until the Affordable Housing Distribution and Delivery Plan has been submitted to and approved in writing by the Council
- 2.3. to Practically Complete and Market the Affordable Housing Units in accordance with the Affordable Housing Distribution and Delivery Plan as approved by the Council and Affordable Housing Mix and make them ready for Occupation in each Phase as follows:
 - 2.3.1. 25% (twenty-five per cent) of the Affordable Housing Units prior to first Occupation of 50% (fifty per cent) of the Open Market Housing Units;
 - 2.3.2. 50% (fifty per cent) of the Affordable Housing Units prior to first Occupation of 75% (seventy-five per cent) of the Open Market Housing Units;
 - 2.3.3. 100% (one hundred per cent) of the Affordable Housing Units prior to Occupation of 100% (one hundred per cent) of the Open Market Housing Units
- 2.4. not to Occupy, or permit Occupation of the Dwellings in a Phase as follows:
 - 2.4.1. 50% (fifty per cent) of the Open Market Housing Units until 25% (twenty-five per cent) of the Affordable Housing Units have been Practically Completed and Marketed;
 - 2.4.2. 75% (seventy-five per cent) of the Open Market Housing Units until 50% (fifty per cent) of the Affordable Housing Units have been Practically Completed and Marketed;
 - 2.4.3. 100% (one hundred per cent) of the Open Market Housing Units until 100% (one hundred per cent) of the Affordable Housing have been Practically Completed and Marketed.
- 2.5. the Affordable Housing Units and any Additional Affordable Housing Units shall together not exceed 50% (fifty per cent) (by Habitable Room) of the Dwellings PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Target Tenure Split as is agreed with the Council (or determined by the Expert).
- 2.6. subject to Clause 9, not to Occupy any Affordable Housing Units and Additional Affordable Housing Units other than as London Affordable Rented Housing Units, DMS Housing Units or London Shared Ownership Housing Units (as applicable) in accordance with the Affordable Housing Mix and any Additional Affordable Housing Scheme;
- 2.7. the London Shared Ownership Housing shall be offered to Eligible Purchasers who either satisfy the Residency Requirement or are employed in the Local Area for a minimum period of 6 (six) months, following which the relevant London Shared Ownership Housing Unit may be offered to Eligible Purchasers who satisfy the Financial Requirement only;

Nominations

2.8. the London Affordable Rented Housing Units forming part of the Affordable Housing or Additional Affordable Housing shall be:

2.8.1.maintained and managed by the Affordable Housing Provider; and

2.8.2.allocated in accordance with the Rent Nominations Agreement

unless otherwise agreed in writing by the Council

3. DISCOUNTED MARKET SALE HOUSING

3.1. Subject to the provisions of this paragraph 3 of Part 1 of Schedule 3 and Clause 9, the DMS Housing Units shall not be used for any purpose nor offered for sale other than as DMS Housing Units.

3.2. For the avoidance of doubt, it is hereby agreed that notwithstanding the provisions of this Schedule 3, the Council shall not be liable for any charges or expenses in relation to the DMS Housing Units or any initial or subsequent disposal thereof including the costs in assessing any information submitted pursuant to this paragraph 3 of Part 1 of Schedule 3, any stamp duty, service charges, parking charges or management charges.

3.3. Prior to Occupation of any Dwellings in a Phase containing DMS Housing, and in any event at least 6 (six) months prior to disposal of any DMS Housing Unit, to submit to the Council for its written approval the DMS Marketing Strategy.

3.4. The Owner shall not Occupy or permit Occupation of any Dwelling in a Phase containing DMS Housing unless and until it has submitted the DMS Marketing Strategy to the Council and received approval of the same.

3.5. The Owner shall:

(a) give to the Council at least 6 (six) months prior written notice of the date on which it anticipates the Practical Completion of a DMS Housing Unit

(b) market the DMS Housing Units in accordance with the DMS Marketing Strategy;

(c) not dispose of a DMS Housing Unit:

(i) for more than the Maximum Sale Price; and

(ii) until a Deed of Restriction has been entered into by the Owner and the purchaser of the DMS Housing Unit; and

(d) procure that the sale and purchase documentation in relation to any DMS Housing Unit contains a requirement that a DMS Housing Unit shall not be sold other than to an Eligible Purchaser for no more than the Maximum Sale Price.

3.6. On completion of the first disposal of each DMS Housing Unit the Owner shall provide to the Council details of:

(a) the Initial Sale Premium;

(b) the Initial Sale DMS Valuation;

(c) the Initial Sale Open Market Valuation;

(d) evidence to demonstrate that the purchaser is an Eligible Purchaser; and

(e) the Deed of Restriction to retain the relevant unit as a DMS Housing Unit.

3.7. The Owner shall ensure that the subsequent sale of each DMS Housing Unit shall be:

- (a) carried out in accordance with the DMS Marketing Strategy;
- (b) to an Eligible Purchaser for no more than the Maximum Sale Price;
- (c) subject to entry into a Deed of Restriction.

3.8. The Owner covenants not to release any purchaser of a DMS Housing Unit from the covenants in the Deed of Restriction without the written approval of the Council.

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Part 2: Affordable Housing Review

Early Stage Review

The Owner covenants with the Council as follows:

1 EARLY VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 (five) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 2 of Schedule 3 the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 (twenty) Working Days after the Council receives
 - 1.4.1 notice pursuant to paragraph 1.1 of this Part 2 of Schedule 3; or
 - 1.4.2 if the Council makes a request under paragraph 1.2 of this Part 2 of Schedule 3, the additional documentary evidence,the Council shall inspect the Site and thereafter provide written confirmation to the Owner within 10 (ten) Working Days of the inspection date as to whether or not the Council considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of this Part 2 of Schedule 3 that Substantial Implementation has been achieved.
- 1.6 The Owner shall not Occupy the Dwellings or any part thereof until:
 - 1.6.1 the Council has notified the Owner pursuant to paragraph 1.4. of this Part 2 of Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - 1.6.2 the Council has notified the Owner pursuant to paragraph 1.4 of this Part 2 of Schedule 3 that no Additional Affordable Housing Units are required; or
 - 1.6.3 If the Council notifies the Owner pursuant to paragraph 1.4 of part of this Part 2 of Schedule 3 that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 1.4 or 1.5 of this Part 2 of Schedule 3.

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this Part 2 of Schedule 3 or pursuant to dispute resolution in accordance with Clause 14 above:
- 2.1.1 the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of this Part 2 of Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
- (i) the Development Viability Information for Formula 1a and Formula 2;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner'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
- 2.1.2 paragraphs 3 and 4 of this Part 2 of Schedule 3 shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) 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 1a and Formula 2.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Part 2 of Schedule 3, the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 (ten) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Part 2 of Schedule 3.
- 3.6 In the event of a dispute between the Council and the Owner in respect of the Council's assessment pursuant to Paragraph 3.4 or paragraph 3.5 of this Part 2 to Schedule 3 Clause 14 of this Deed shall apply
- 3.7 If the Council's assessment pursuant to paragraph 3.4 of this Part 2 of Schedule 3 concludes that
- 3.7.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2;
or

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

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

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

4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 4.1 Where it is determined pursuant to paragraph 3.4 of this Part 2 of Schedule 3 that 1 (one) or more Additional Affordable Housing Units are required the Owner shall:
- 4.1.1 practically complete all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and in accordance with the cascade set out at paragraph 2.3 of Part 1 of this Schedule 3 and make them available for Occupation; and
 - 4.1.2 pay any remaining surplus profit pursuant to paragraph 3.6 of this Part 2 of Schedule 3 to the Council towards the delivery of off-site Affordable Housing within the Council's administrative area.
- 4.2 The Parties agree that the terms of Part 1 of this Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

5 SUBSTANTIAL IMPLEMENTATION TARGET DATE DELAY REQUEST

- 5.1 The Owner may make a request to extend the Substantial Implementation Target Date by service of a Substantial Implementation Target Date Delay Request on the Council in writing.
- 5.2 A Substantial Implementation Target Date Delay Request must relate to a Force Majeure Event.
- 5.3 Upon receipt of a Substantial Implementation Target Date Delay Request validly served on it, the Council shall review and reasonably consider the Substantial Implementation Target Date Delay Request and shall respond:
- 5.3.1 confirming agreement to the new Substantial Implementation Target Date proposed by the Owner; or
 - 5.3.2 proposing their own new Substantial Implementation Target Date; or
 - 5.3.3 requesting further information from the Owner in relation to any matter contained within the Substantial Implementation Target Date Delay Request; or
 - 5.3.4 to decline agreement to the new Substantial Implementation Target Date on the basis that the Substantial Implementation Target Date should remain as it is prior to the relevant Substantial Implementation Target Date Delay Request having been made.
- 5.4 For the avoidance of doubt, where there is a disagreement as to the amendment and/or length of extension of the Substantial Implementation Target Date that cannot be resolved by the Parties to the despite, such dispute may be referred to the Expert pursuant to Clause 14.

6 PUBLIC SUBSIDY

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

7 MONITORING

7.1 The Parties acknowledge and agree that as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of this part 2 of this Schedule 3 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 of this part 2 of this Schedule 3 the Owner shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):

- 7.1.1 the number and tenure of the Additional Affordable Housing Units (if any);
- 7.1.2 any changes in the tenure or affordability of the Affordable Housing Units;
- 7.1.3 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of this Part 2 of Schedule 3.

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ANNEX TO THIRD SCHEDULE

FORMULA 1a (Surplus profit available for Additional on-site affordable housing)

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

A = Estimated GDV (£)

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

C = Percentage change in the Land Registry House Price Index for the Council's administrative area from grant of Planning Permission to review date using the latest index figures publicly available (%)

D = Estimated Build Costs (£)

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

F = Percentage change in build costs from grant of planning permission to review (by reference to BCIS All-in Tender Index ("BCIS TPI") using the latest index figures publicly available (%)

P = $(A - B) \times Y$

Y = 17.5% for Open Market Housing and 15% for Commercial Units, being Owner profit as a percentage of GDV for the private residential component and commercial floorspace as determined as part of the review (%)

Notes:

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

$(D - E)$ = Change in build costs from the date of planning permission to the date of review (£)

FORMULA 2 (Additional affordable housing)

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

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

Y = Additional London Shared Ownership Housing requirement (Habitable Rooms)

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

Where:

A = Average Open Market Housing Value (£ per m²)

B = Average London Affordable Rented Housing Value (£ per m²)

C = Average London Shared Ownership Housing Value (£ per m²)

D = Indicative Average Habitable Room size for the Development (17.41m²)

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

F = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (60%)

G = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing (40%)

Notes:

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

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

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

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

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

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

Schedule 4
HIGHWAYS AND TRANSPORT

1. Highway Works

- 1.1. The Owner covenants not to undertake the Highway Works (or a relevant part of the Highway Works) until a Highway Works Agreement has been entered into with the Council in respect of that part of the Highway Works and any other necessary approvals are obtained from TfL .
- 1.2. The Owner shall Practically Complete the Highway Works for a Phase in accordance with the Highway Works Agreement prior to Occupation of the relevant Phase (save for any interim pedestrian crossing which, where required, shall be Practically Completed in accordance with paragraph 1.6 below).
- 1.3. There shall be no Occupation of a Phase unless and until the Owner has Practically Completed the Highway Works for that Phase in accordance with the Highway Works Agreement (save for any interim pedestrian crossing which, where required, shall be Practically Completed in accordance with paragraph 1.6 below).
- 1.4. Prior to Commencement of Development the Owner shall either
 - 1.4.1. submit to the Council details of any proposed interim pedestrian crossing to serve the Retail Unit; or
 - 1.4.2. confirm to the Council that it does not consider that the interim pedestrian crossing is required.
- 1.5. The Owner shall not Commence or permit Commencement of the Development until the Council has either:
 - 1.5.1. approved the details of the interim pedestrian crossing in writing; or
 - 1.5.2. confirmed to the Owner that the interim pedestrian crossover is not required.
- 1.6. In the event that:
 - 1.6.1. the Owner provides details of any interim pedestrian crossing pursuant to paragraph 1.4.1 above; and
 - 1.6.2. the details are approved by the Council pursuant to paragraph 1.5.1 abovethe Owner covenants
 - 1.6.3. not to provide the interim pedestrian crossing until a Highway Works Agreement has been entered into with the relevant highways authority in respect of the same; and
 - 1.6.4. to Practically Complete the interim pedestrian crossing in accordance with the Highway Works Agreement prior to Occupation of the Retail Unit; and
 - 1.6.5. not to Occupy or permit Occupation of the Retail Unit unless and until the Owner has Practically Completed the interim pedestrian crossing in accordance with the relevant Highway Works Agreement.
- 1.7. FOR THE AVOIDANCE OF DOUBT in the event that the Council confirms to the Owner that the interim pedestrian crossing is not required then the obligation in paragraph 1.6 of this Schedule 4 to provide the interim pedestrian crossing shall cease to apply and shall no longer be enforceable

2. Retail Car Park Management Plan

- 2.1. Prior to the anticipated date of Occupation of the Retail Unit the Owner covenants to submit to and have approved by the Council (in consultation with TfL) the Retail Car Park Management Plan, that is in accordance with the principles set out in paragraph 2.4 of this Schedule 4 and not to

Occupy the Retail Unit until the Retail Car Park Management Plan has been approved by the Council (in consultation with TfL).

2.2. No later than 6 (six) months prior to the anticipated date of Occupation of the Retail Unit the Owner covenants to submit to the Council a charging schedule (the '**Charging Schedule**') relating to the car park for the Retail Unit which shall aim to:

- (a) Encourage use of modes other than the private car for travel to/from the Retail Unit;
- (b) deter car use for small number item shops;
- (c) improve air quality;
- (d) reduce congestion particularly at network and store peak times;
- (e) deter use by parents/carers of the parking bays for the Retail Unit solely for dropping off or picking up children from the Primary School or otherwise visiting the Primary School;
- (f) deter use of the parking bays by staff working at the Commercial Units and the Primary School and by commuters using Goodmayes Station;

and not to Occupy the Retail Unit until the Charging Schedule has been approved by the Council (in consultation with TfL).

2.3. The Charging Schedule shall as a minimum include the following –

- (a) free customer parking up to a maximum of 3 (three) hours, subject to a minimum spend of £5 (five pounds) at peak times (as provided by paragraph 2.3(c) below)
- (b) a maximum limit on duration of parking in respect of the parking bays relating to the Retail Unit of no more than 3 (three) hours (subject to other requirements of the approved charging regime in this paragraph 2.3), which may be updated and modified by the Owner of the Retail Unit with the agreement of the Council (in consultation with TfL) in writing from time to time;
- (c) a minimum shopping spend of £5 (five pounds) below which a charge will be applied for parking at the Retail Unit (as a minimum during peak traffic times, initially both after school and normal peak weekday afternoons and Saturday peak periods and the network peak plus half an hour either side). The other peak times will be :-
 - (i) During school pick-up and drop off times, being half an hour either side of the Primary School start and finish times;
 - (ii) Where there is an identified material impact on the road network resulting from car park use for the Retail Unit; and or
 - (iii) When car park occupancy for the Retail Unit exceeds 95% (ninety-five per cent) as shown by the monitoring and or
 - (iv) As otherwise proposed by the Owner of the Retail Unit and agreed by the Council in consultation with TfL; and
 - (v) for the avoidance of doubt, the Owner of the Retail Unit will be permitted to apply a charge for parking outside peak traffic times.(together known as the "Charging Period")
- (d) free parking period during the Charging Period where the minimum spend charge will not be applied may be proposed by the Owner and agreed by the Council, in consultation with TfL;

- (e) minimum free parking period to comply with good practice for parking standards as recommended by an accredited parking standards organisation to which the Owner of the Retail Unit is a member from time to time;
- (f) identifies and details other seasonal peak times when additional management and charges may apply as proposed by the Owner of the Retail Unit to be approved by the Council in consultation with TfL as required;
- (g) the spending profile of customers at the Retail Unit including data submitted on customer spend and habits or basket spend analysis to inform the minimum spend charges, full details to be approved by the Council in consultation with TfL;
- (h) the results of a survey of mode share for the Retail Unit;
- (i) a target mode share for employees and measures to encourage sustainable modes of travel based on the information submitted to be approved by the Council in consultation with TfL, and which will be reviewed based on monitoring of the use of the car park and traffic impacts
- (j) details of how the parking provision for the Retail Unit would be reviewed and analysed and if appropriate reduced overtime and consideration of alternative uses of any identified redundant car park spaces;
- (k) if car park occupancy consistently (period to be specified and agreed) exceeds 95% (ninety-five per cent) for a duration specified in the Retail Car Park Management Plan, as identified by the monitoring, provision for the minimum spend charge to be introduced or increased at such times to a level proposed by the Owner of the Retail Unit and agreed by the Council in consultation with TfL; and
- (l) methodologies for monitoring, reviewing updating and enforcing the operation of the Charging Schedule.

2.4. The Retail Car Park Management Plan shall as a minimum include:

- (a) measures for ensuring that parking only occurs in marked bays;
- (b) provision of disabled parking bays for use by employees and visitors to the Retail Units and location of these bays;
- (c) the steps to be taken to monitor and if necessary increase the number of parking bays with active electric vehicle charging facilities through conversion from passive
- (d) management and enforcement of parking at the Retail Unit including how parking outside of designated bays will be monitored and enforced against and how use of disabled bays by those authorised under the relevant Act is managed and mis use enforced against;
- (e) management of loading, unloading and deliveries to ensure they take place only in designated areas;
- (f) any reallocation of parking bays is to be agreed in writing by the Council in advance of a change of use;
- (g) details relating to the provision of electronic signing, variable messaging systems and other mitigation measures to ensure traffic flow to and from the parking bays on the Retail Unit is managed and maintained to avoid queuing on the public highway by vehicles waiting to enter the Retail Unit including maintenance proposals;
- (h) ANPR monitoring of the Retail Unit car park occupation and length of stay, for the first 12 (twelve) months of occupation and reported monthly to the Council and during the

same period the customer spending profile and mode share analysis shall also be monitored and reported to the Council;

- (i) subject to agreement by the Council in consultation with TfL (in writing), the monitoring and reporting can be reduced to quarterly monitoring for the period following the initial 12 (twelve) months, and then 6 (six) monthly until the Development is Practically Completed and fully occupied and then annually following full Occupation of the Development;
 - (j) specific measures to discourage travel at the peak times identified by the car park monitoring; and
 - (k) Methodologies for monitoring, reviewing, updating and enforcing the operation of the Retail Car Park Management Plan.
- 2.5. The Owner will comply and continue to comply with the terms of the approved Retail Car Park Management Plan for the lifetime of the Development subject to any amendments which are agreed in writing with the Council and TfL and in the event that the Retail Car Park Management Plan or Charging Schedule are leading to significant consequences to the Retail Unit's trading operation the Owner of the Retail Unit may suspend operation of the Retail Car Park Management Plan and/or Charging Schedule and shall notify the Council of such suspension. Thereafter the Owner of the Retail Unit shall submit an updated Retail Car Park Management Plan and/or Charging Schedule to the Council and include with any updated plan or schedule any relevant supporting information for review by the Council (in consultation with TfL).
- 2.6. Subject to paragraph 2.5 above, in the event that the Council, pursuant to paragraph 2.8 below, proposes changes to the Retail Car Park Management Plan and or the Charging Schedule (approved pursuant to paragraph 2.3 above) the Owner of the Retail Unit shall as soon as reasonably practicable implement or procure the implementation of such changes.
- 2.7. The obligations in this paragraph 2.1-2.6 shall only be enforceable against the Owner of the Retail Unit from time to time and shall not be enforceable against the Owner of the balance of the Site.
- 2.8. On receipt of monitoring reports issued pursuant paragraph 2.4(i) above and observed traffic impact the Council shall:
- 2.8.1. review the report(s) and the observed traffic impact to establish the effectiveness of the parking charges at achieving the objectives of the Retail Unit Car Park Management Plan in consultation with TfL;
 - 2.8.2. in consultation with TfL propose any reasonable and proportionate changes to the Retail Unit Car Park Management Plan and or the Charging Schedule (approved pursuant to Paragraph 2.3 above) if required for consultation with the Owner of the Retail Unit;
 - 2.8.3. in consultation with TfL consider reasonable representations made by the Owner of the Retail Unit in respect of the proposed changes as part of such consultation;
 - 2.8.4. communicate the results of the consultation process to the Owner of the Retail Unit.

3. Residential Car Park

- 3.1. Prior to the anticipated date of Occupation of the Residential Units to submit to and have approved by the Council (in consultation with TfL) the Residential Car Park Management Plan, that is in accordance with the principles set out in paragraph 3.2 of this Schedule.
- 3.2. The Residential Car Park Management Plan shall as a minimum include:
- (a) ensuring that parking only occurs in marked bays;

- (b) providing and allocating disabled parking bays (the number of bays to be specified and agreed) to those residents who require them upon request and the means by which this will be done including the location of those bays which can be converted for use by disabled residents;
 - (c) means of allocating parking bays with EV charging points to those who require them and the steps to convert passive to active charging as the number of electric vehicles on the road increases and implementation hereof; plus enforcing against unauthorised use
 - (d) management and enforcement of parking on the site including how parking outside of designated bays will be monitored and enforced, misuse of disabled bays and mis use of electric vehicle charging bays
 - (e) any reallocation of parking bays is to be agreed in writing by the Council in advance of a change of use;
 - (f) details of how parking bays are to be allocated to occupiers of Residential Units including restrictions on sale and long leases of such parking bays;
- 3.3. The Owner will not Occupy or permit Occupation of the Residential Units until the Residential Car Park Management Plan has been submitted to and approved by the Council (in consultation with TfL).
- 3.4. The Owner will comply and continue to comply with the terms of the approved Residential Car Park Management Plan for the lifetime of the Development subject to any amendments which are agreed in writing with the Council (in consultation with TfL).
- 3.5. The obligations in this paragraph 3.1 – 3.4 shall only be enforceable against the Owner of the Residential Units from time to time and shall not be enforceable against the Owner of the Retail Unit.

4. Travel Plans

- 4.1. The Owner shall pay the Travel Plan Monitoring Fee in full to the Council at least 3 (three) months prior to Occupation of any Dwelling.
- 4.2. The Owner shall not Occupy or permit Occupation of any Dwelling unless and until it has paid the Travel Plan Monitoring Fee in full to the Council.

5. On-Street Parking Permit Capping

- 5.1. The Owner shall not permit the Occupation of any Dwelling until the potential Occupier of such Dwelling has been notified of the restrictions set out in paragraphs 5.2 and 5.3 of this Schedule 4 and to procure that these restrictions are included in any freehold transfer, lease, tenancy, option, licence or other disposal of a Dwelling to any residential Occupier.
- 5.2. In the event that a Controlled Parking Zone is introduced in the vicinity of the Development, a Dwelling shall, from that date, not be used and/or Occupied by any Occupier who has at the date they use and/or Occupy the Dwelling a Parking Permit or a contract to park a Motor Vehicle in any car park owned controlled or licensed by the Council unless such Occupier is, or becomes entitled to be, the holder of a Disabled Person's Badge and for the avoidance of doubt any Occupier whilst residing using and or Occupying a Dwelling will not be eligible to have, and shall not purchase or procure the purchase of, a Parking Permit.
- 5.3. The Owner shall ensure that prior to Occupying any Dwelling each new Occupier of the Development is informed by the Owner of the Council's policy that in the event that a Controlled Parking Zone is introduced in the vicinity of the Development, they shall not be entitled (unless they are the holder of a Disabled Person's Badge) to be granted a Parking Permit and will not be

able to buy a contract to park a Motor Vehicle within any car park owned, controlled or licensed by the Council.

- 5.4. The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in this paragraph 5 of Schedule 4 will remain permanently and will be enforceable against individual Occupiers.

6. Car Club

- 6.1. The Owner shall, at its own cost, lay out, construct and Practically Complete the Car Club Bays to the Council's reasonable satisfaction prior to first Occupation of any Dwelling in Phase 2.
- 6.2. The Owner shall not Occupy or permit first Occupation of any Dwelling in Phase 2 until the Car Club Bays have been Practically Completed in accordance with paragraph 6.1 of this Schedule 4.
- 6.3. The Owner shall use Reasonable Endeavours to enter into an agreement with a Car Club Operator for the establishment of a Car Club for a period of not less than three (3) years so that the Car Club becomes operational and is available prior to Occupation of 75% (seventy-five per cent) of the Dwellings, and shall notify the Council as soon as possible once the agreement has been entered into
- 6.4. In the event that the Car Club Operator ceases utilising the existing Car Club Bays during the initial three (3) year period to notify the Council in writing of that eventuality and to use Reasonable Endeavours to secure another Car Club Operator and FOR THE AVOIDANCE OF DOUBT the full length of any and all contracts let to Car Club Operators shall be for a period of 3 (three) years and any length of time in between contracts shall not count towards that 3 (three) year period.
- 6.5. The Owner shall offer the first household of each Dwelling with a Car Club Voucher prior to first Occupation of each relevant Dwelling and shall provide the Car Club Voucher to any household which accepts the offer.
- 6.6. The Owner shall not Occupy or permit first Occupation of a Dwelling unless and until the Owner has offered a Car Club Voucher to the first household of that Dwelling and has provided the same to any household which has accepted the offer.

7. CPZ Consultation and Payments

- 7.1. The Owner shall pay the CPZ Consultation and Design Contribution to the Council prior to Implementation.
- 7.2. The Owner shall not Implement or permit Implementation until the Owner has paid the CPZ Consultation and Design Contribution to the Council.
- 7.3. In the event that the Council has resolved to implement a Controlled Parking Zone in the vicinity of the Development following the date of this Deed, the Owner shall pay to the Council the CPZ Implementation Contribution within 10 (ten) Working Days of request by the Council PROVIDED ALWAYS THAT in the event that the Council does not request payment of the CPZ Implementation Contribution within 2 (two) years following the date on which 75% (seventy-five per cent) of the Dwellings are Occupied then the Owner shall not be required to pay the CPZ Implementation Contribution.

8. Bus Services Contribution

- 8.1. The Owner shall pay to the Council the Bus Services Contribution in full prior to Occupation of the Development for onward transmission to TfL.
- 8.2. The Owner shall not first Occupy or permit first Occupation of the Development unless and until the Bus Services Contribution has been paid in full to the Council for onward transmission to TfL.

SCHEDULE 5
PUBLIC REALM

1. Public Realm

- 1.1. The Owner shall not Commence the Development of Phase 1 unless and until the Public Realm Works Delivery and Management Plan has been submitted to and approved in writing by the Council.
- 1.2. The Owner shall Practically Complete the Public Realm Works for each Phase in accordance with the Public Realm Works Delivery and Management Plan approved pursuant to paragraph 1.1 of this Schedule prior to Occupation of the Development in that Phase.
- 1.3. The Owner shall not Occupy or permit Occupation of the Dwellings in a Phase unless and until the Owner has Practically Completed the Public Realm Works for that Phase in accordance with the Public Realm Works Delivery and Management Plan.
- 1.4. From Practical Completion of the Public Realm Works for a Phase, the Owner shall manage and maintain the Public Realm Works for that Phase in accordance with the Public Realm Works Delivery and Management Plan for the lifetime of the Development to the reasonable satisfaction of the Council or any amendments and updates thereto as agreed in writing by the Council.
- 1.5. Subject to paragraph 1.6 of this Schedule 5, the Owner shall ensure that access is provided to the Public Realm Land on a daily basis for 24 (twenty-four) hours per day to members of the public and emergency services by foot, bicycle or vehicle as appropriate in accordance with the Public Realm Works Delivery and Management Plan.
- 1.6. The Owner shall be entitled to close the Public Realm Land for the following:
 - 1.6.1. the maintenance, repair, renewal, cleaning or other required works to the Public Realm Land;
 - 1.6.2. in cases of emergency or danger to the public;
 - 1.6.3. in the interests of security and to ensure public safety;
 - 1.6.4. servicing of the Development at the time and for the periods to have been agreed previously with the Council;
 - 1.6.5. the maintenance, repair, renewal, cleaning, inspection, rebuilding, renewal, decoration, undertaking structural assessments or surveys of the Development or other required works to any part or parts of the Development abutting such areas (including works of shop fitting or other structural or non-structural works and/or alterations) for such period or periods as may be reasonably required to carry out the works/assessments; and
 - 1.6.6. to work from the Public Realm Land with or without apparatus, machinery and vehicles and to carry out the works identified in 1.6.5 above and to place ladders building maintenance units or erect scaffolding on or over the Public Realm Land for any purpose connected with the works; and
 - 1.6.7. closing such areas (or any part thereof) temporarily for not more than 1 (one) day per year to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

2. **Barley Lane Recreational Ground**

- 2.1. The Owner shall pay the Barley Lane Improvement Contribution to the Council in full prior to Occupation of the Dwellings.
- 2.2. The Owner shall not Occupy or permit Occupation of the Dwellings unless and until the Barley Lane Improvement Contribution has been paid to the Council in full.
- 2.3. The Owner shall pay the Barley Lane Commuted Sum to the Council in full prior to Occupation of the Dwellings.
- 2.4. The Owner shall not Occupy or permit Occupation of the Dwellings unless and until the Barley Lane Commuted Sum has been paid to the Council in full.

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SCHEDULE 6

EDUCATION

1. The Council may serve the Primary School Notice on the Owner within 18 (eighteen) months from, but not including, the date of grant of the Planning Permission and thereafter the provisions of paragraphs 2 to 5 of this Schedule 6 shall apply.
2. Prior to Commencement of the Primary School Works, the Owner shall submit to the Council for approval in writing the Primary School Strategy.
3. The Owner shall not Commence or permit Commencement of the Primary School Works unless and until the Council has approved the Primary School Strategy in writing.
4. The Owner shall Practically Complete the Primary School as approved pursuant to the Planning Permission and in compliance with the Primary School Strategy (as approved) on the Primary School Site prior to Occupation of 95% (ninety-five per cent) of the Dwellings.
5. The Owner shall not Occupy or permit Occupation of more than 95% (ninety-five per cent) of the Dwellings unless and until it has Practically Completed the Primary School in compliance with paragraph 4 of this Schedule 6.
6. In the event that the Council does not serve the Primary School Notice on the Owner pursuant to paragraph 1 above then the obligations on the Owner in paragraphs 2 to 5 of this Schedule 6 shall cease to apply and shall no longer be enforceable and the Owner shall within 2 (two) months of expiry of the period prescribed by paragraph 1 above submit the Primary School Repayment Notice to the Council for approval and shall not Occupy the final Residential Unit until the Owner has paid the Primary School Repayment in full to the Council.

SCHEDULE 7
STATION ENTRANCE

1. Safeguarded Land

The Owner covenants to keep free from built development for the Safeguarding Period the Safeguarded Land PROVIDED ALWAYS THAT during the Safeguarding Period the Safeguarded Land may be used for:

- (a) landscaping and/or temporary uses; and
- (b) prior to Occupation of the Retail Unit only, any use (including built development) relating to the operation and servicing of the existing supermarket situated on the Land at the date of this Deed

2. Delivery of the Station Entrance Development and Station Access

- 2.1. The Owner of Phase 1 covenants to use its Reasonable Endeavours to carry out the Station Entrance Actions and secure the Station Entrance Consents necessary to procure the delivery of the Station Entrance Development and Station Access during the Station Consent Period.
- 2.2. The Owner of Phase 1 covenants to keep the Council reasonably informed not less than twice in each year of the Station Consent Period of the progress of the Station Entrance Actions and the Station Entrance Consents.
- 2.3. Subject to receiving the Station Entrance Consents prior to the end of the Station Consent Period, the Owner shall provide the Station Entrance Development and Station Access prior to Occupation of the final Dwelling in the Development.
- 2.4. In the event that the Station Entrance Consents have not been secured during the Station Consent Period, despite the Owner having used its Reasonable Endeavours to secure the same, then the obligations in paragraphs 2.1 to 2.3 shall have no further force or effect and paragraph 2.5 shall apply.
- 2.5. In the event that the Station Entrance Development and Station Access are not provided pursuant to paragraph 2.3 above then, within 2 (two) months of the Station Consent Period expiring, the Owner shall submit the Station Entrance Repayment Notice to the Council for approval and shall not Occupy the final Dwelling until the Owner has paid the Station Entrance Repayment in full to the Council.

SCHEDULE 8
CARBON OFF-SETTING AND AIR QUALITY

Carbon Off-Set Contribution

1. The Owner shall pay 50% (fifty per cent) of the Carbon Off-Set Fund Contribution to the Council prior to Commencement of Development.
2. The Owner shall not Commence or permit Commencement of the Development until the Owner has paid 50% (fifty per cent) of the Carbon Off-Set Fund Contribution to the Council.
3. The Owner shall pay the remaining 50% (fifty per cent) of the Carbon Off-Set Fund Contribution to the Council prior to Occupation of any Dwelling in Phase 2.
4. The Owner shall not Occupy or permit Occupation of any Dwelling in Phase 2 until the Owner has paid the Carbon Off-Set Fund Contribution in full to the Council.

Air Quality Mitigation Contribution

5. The Owner shall pay the Air Quality Mitigation Contribution to the Council prior to first Occupation of Phase 2.
6. The Owner shall not Occupy or permit Occupation of Phase 2 unless and until the Air Quality Mitigation Contribution has been paid in full to the Council.

PART 2 'BE SEEN' ENERGY MONITORING

1. Prior to Commencement of each Phase, the Owner shall submit to the GLA (via the GLA's Energy Monitoring Portal) accurate and verified estimates of the Energy Performance Indicators for each Phase.
2. Prior to Occupation of each Building, the Owner shall
 - 2.1. provide updated accurate and verified Energy Performance Indicators for each Reportable Unit of the Development, and all data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal.
 - 2.2. confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use Energy Performance Indicators.
3. Upon completion of the first year of Occupation of a Building or following the end of the Defects Liability Period (whichever is the later) and for the following four years after that date, the Owner (or its successor in title to an individual Building) shall provide accurate and verified annual in-use Energy Performance Indicators for all relevant indicators under each Reportable Unit.
4. In the event that the 'In-use stage' evidence submitted under paragraph 4 of Part 2 this Schedule 8 shows that the 'As-built stage' performance estimates derived from paragraph 4 of Part 2 of this Schedule 8 have not been or are not being met, the Owner (or its successor in title to an individual Building) should investigate and identify the causes of underperformance and potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal. An action plan comprising such mitigation measures shall be submitted to the GLA, identifying measures which could be reasonably practicable to implement and set out a proposed timescale to implement.

**SCHEDULE 9
LOCAL LABOUR AND APPRENTICES**

Part 1

The Owner shall:

1. use Reasonable Endeavours to ensure that a minimum of 64 (sixty-four) of the total number of employees employed during the Sitewide Construction Phase is Local Labour;
2. notify Work Redbridge for Business or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors, apprenticeships, training opportunities and any other form or type of employment or service arising from construction of the Development
 - 2.1. before and throughout the Sitewide Construction Phase; and
 - 2.2. such notice of any vacancies to be given as soon as reasonably practicable and in any event within 5 (five) Working Days of a vacancy becoming available;
3. submit the following to the manager at Work Redbridge for Business no less than 3 (three) months before Commencement of Development (and not to Commence until they have been submitted and approved in writing by the Council)
 - 3.1. a full and detailed labour plan for the full duration of the Sitewide Construction Phase projecting the number of vacancies and identifying what skills/trade requirements, employment and services are needed for construction of the Development throughout the Sitewide Construction Phase;
 - 3.2. a programme for the employment of 30 (thirty) Apprentices during the Sitewide Construction Phase in construction or related building trades (to include bricklaying (if any) carpentry, electrical, plumbing and plastering) for its written approval such programme to include a timetable for the recruitment of the Apprentices and provision for the replacement of any Apprentice who leaves their apprenticeship within 4 (four) months of its start date;
4. fully co-operate with Work Redbridge for Business following submission of the labour plan pursuant to paragraphs 3.1 above to broker Local Labour into job vacancies;
5. provide Work Redbridge for Business with the Labour Return every 3 (three) months during the Sitewide Construction Phase; and
6. appoint and provide to Work Redbridge for Business the details of a single point of contact (as may be updated from time to time) in respect of the provision of Local Labour and Apprentices.

Part 2

Construction Training and Skills Financial Contribution

1. The Owner shall pay the Construction Training and Skills Financial Contribution to the Council as follows:
 - 1.1. 50% (fifty per cent) prior to commencement of the Construction Phase for Phase 1; and
 - 1.2. 50% (fifty per cent) prior to commencement of the Construction Phase for Phase 2.
2. The Owner shall not commence the relevant Construction Phase or permit commencement of the relevant Construction Phase unless and until the Construction Training and Skills Financial Contribution for a Phase has been paid in full to the Council.

Apprenticeship Support Contribution

3. The Owner shall pay the Apprenticeship Support Contribution to the Council as follows:
 - 3.1. 50% (fifty per cent) prior to commencement of the Construction Phase for Phase 1; and
 - 3.2. 50% (fifty per cent) prior to commencement of the Construction Phase for Phase 2.

4. The Owner shall not commence the relevant Construction Phase or permit commencement of the relevant Construction Phase unless and until the Apprenticeship Support Contribution for a Phase has been paid in full to the Council.

End User Contribution

5. The Owner shall pay the End User Contribution to the Council in full prior to Occupation of Phase 2.
6. The Owner shall not Occupy or permit Occupation of Phase 2 unless and until the End User Contribution has been paid in full to the Council.

DRAFT

SCHEDULE 10
LOCAL PROCUREMENT

The Owner shall

1. use its Reasonable Endeavours to ensure that it, its agents contractors and sub-contractors achieve 20% (twenty per cent) local procurement averaged across the entire construction procurement spend on all goods and services by the Owner or its agents, contractors and sub-contractors in respect of the construction of the Development;
2. achieve this by:
 - 2.1. before Commencement of Development of a Phase, submitting to the Council for its written approval the Local Procurement Strategy for a Phase (and not Commencing the Development of a Phase until the Local Procurement Strategy for that Phase has been submitted to and approved in writing by the Council);
 - 2.2. using its Reasonable Endeavours to ensure that it, its agents contractors and subcontractors (as the case may be) implement and comply with the Local Procurement Strategy for that Phase; and
 - 2.3. including in any tender documentation for a Phase provided to its agents contractors and sub-contractors details of the provisions of this Schedule;
3. within the timescales set out in the Local Procurement Strategy for a Phase provide a report detailing the performance of the Owner its agents contractors and sub-contractors in achieving the 20% (twenty per cent) local procurement target for the construction of the Development including details of:
 - 3.1. all Local SMEs sent a tender enquiry or a tender invitation by the Owner its agents contractors or sub-contractors together with details of the tender inquiry or tender invitation and the outcome;
 - 3.2. all Local SMEs who are suppliers of goods and services that are used by the Owner its agents contractors or subcontractors for the construction of the Development together with the value of the goods and services and types of goods and services.

SCHEDULE 11
AFFORDABLE WORKSPACE

1. The Owner shall pay the Affordable Workspace Contribution to the Council prior to Commencement of Development of Phase 2.
2. The Owner shall not Commence or permit Commencement of Development of Phase 2 unless and until the Affordable Workspace Contribution has been paid in full to the Council.

DRAFT

EXECUTED AS A DEED by affixing
THE CORPORATE SEAL of
THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF REDBRIDGE

Hereto affixed in the presence of:

Assistant Director - Assurance

.....

EXECUTED as a deed by
as attorney for **TESCO STORES LIMITED** pursuant to a power of attorney in the presence of:)

Attorney:

Witness

Name of witness (in BLOCK CAPITALS):

Address of witness:

EXECUTED as a deed by
TESCO RED (NOMINEE 1) LIMITED acting by a director in the presence of)

Director

Witness

Name of witness (in BLOCK CAPITALS):

Address of witness:

EXECUTED as a deed by

TESCO RED (NOMINEE 2) LIMITED acting by a director in the presence of)

Director

Witness

Name of witness (in BLOCK CAPITALS):

Address of witness:

EXECUTED AS A DEED by)

WESTON HOMES PLC)

acting by two directors or)

by one director and the secretary)

or by one director)

in the presence of:)

.....

Director

.....

Director/Secretary

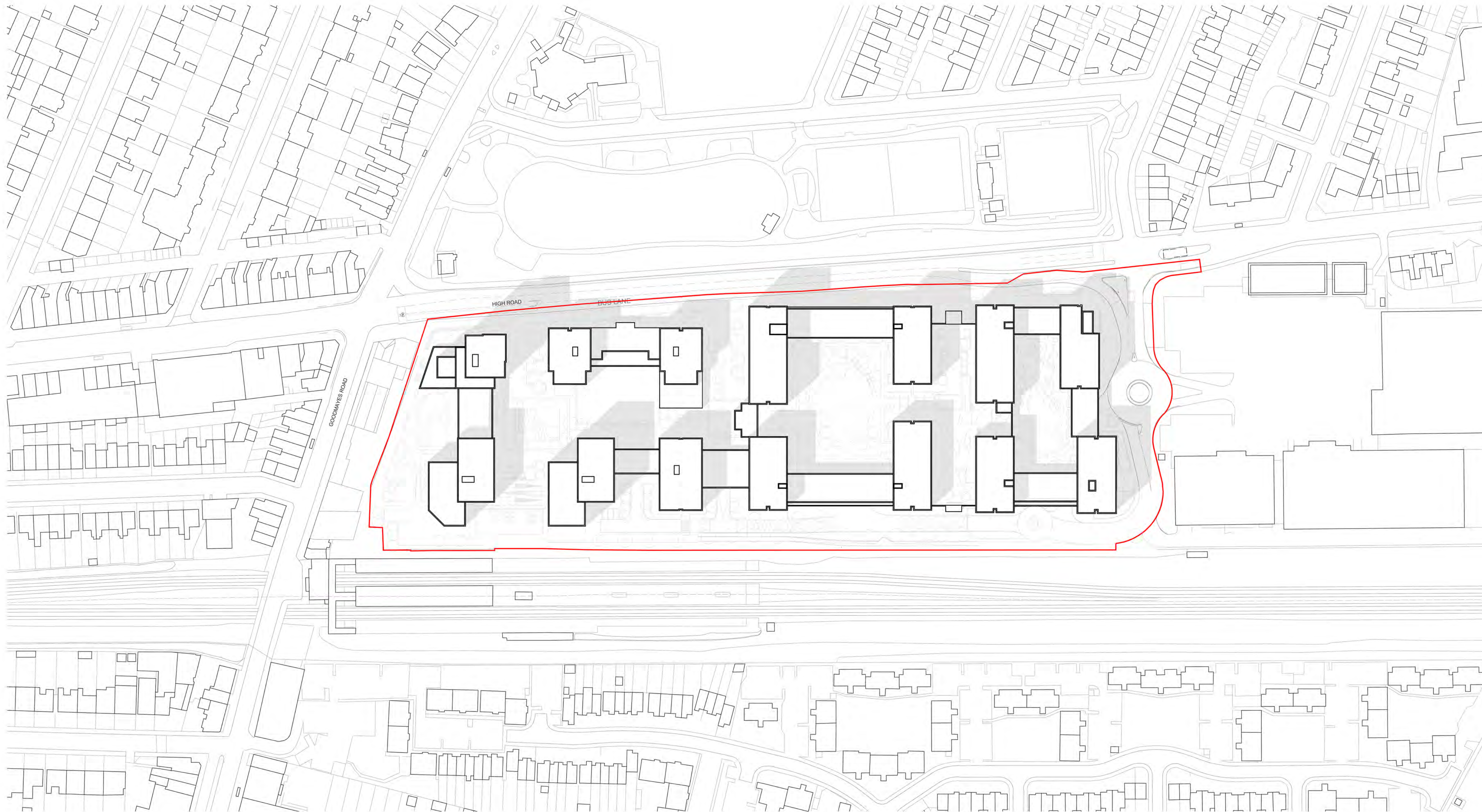
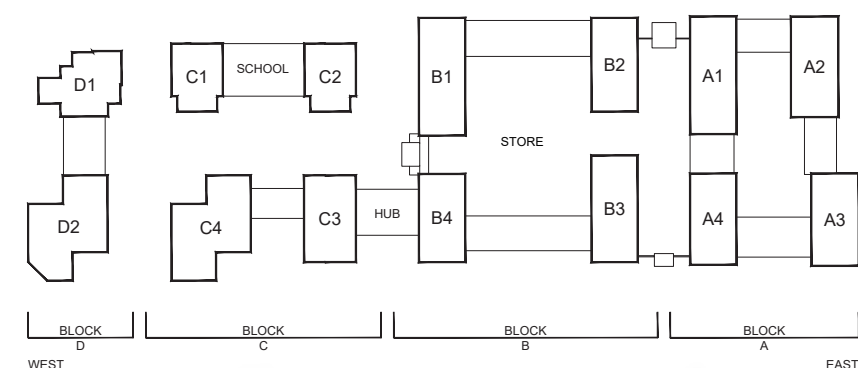
Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

DRAFT

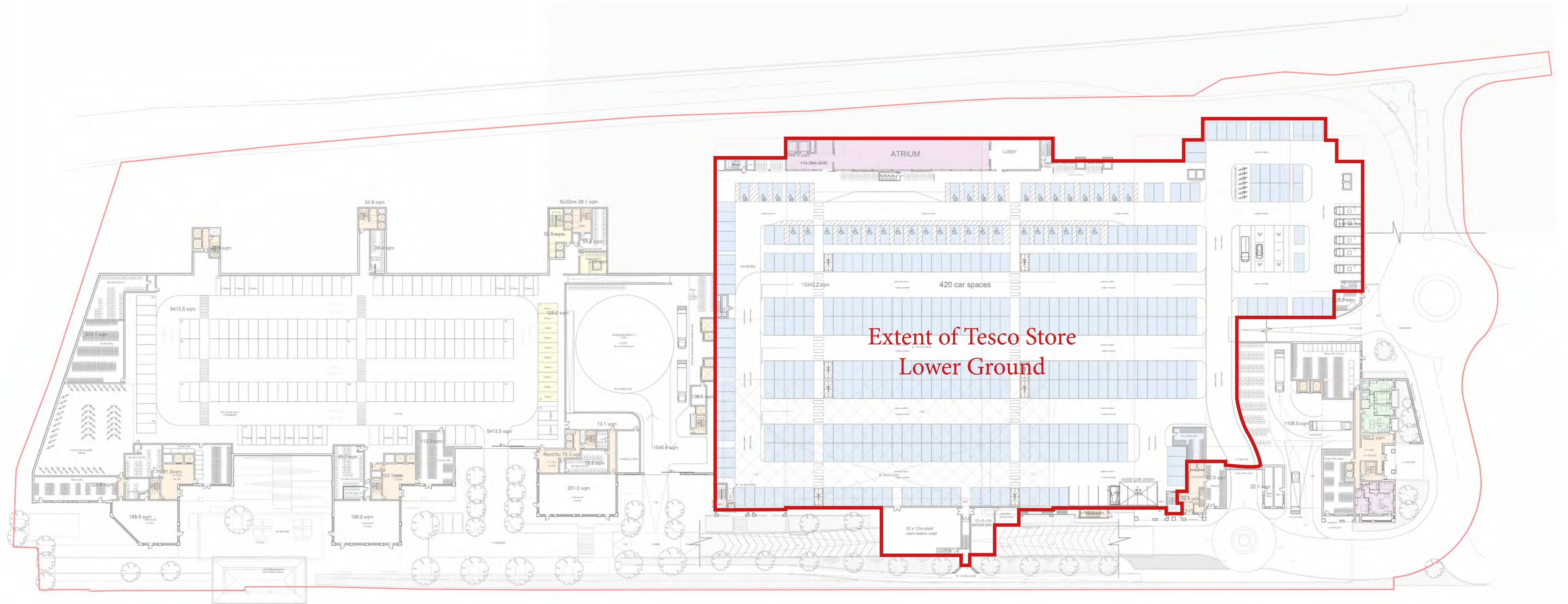


14.08.20

1:1
1:1000

822 HIGH ROAD - GOODMAYES

AP237 | P010
Site Block Plan- Proposed - 1:1000 @ A1



Extent of Tesco Store
Lower Ground

Rev	Description	By	Date

**PLANNING
ISSUE**

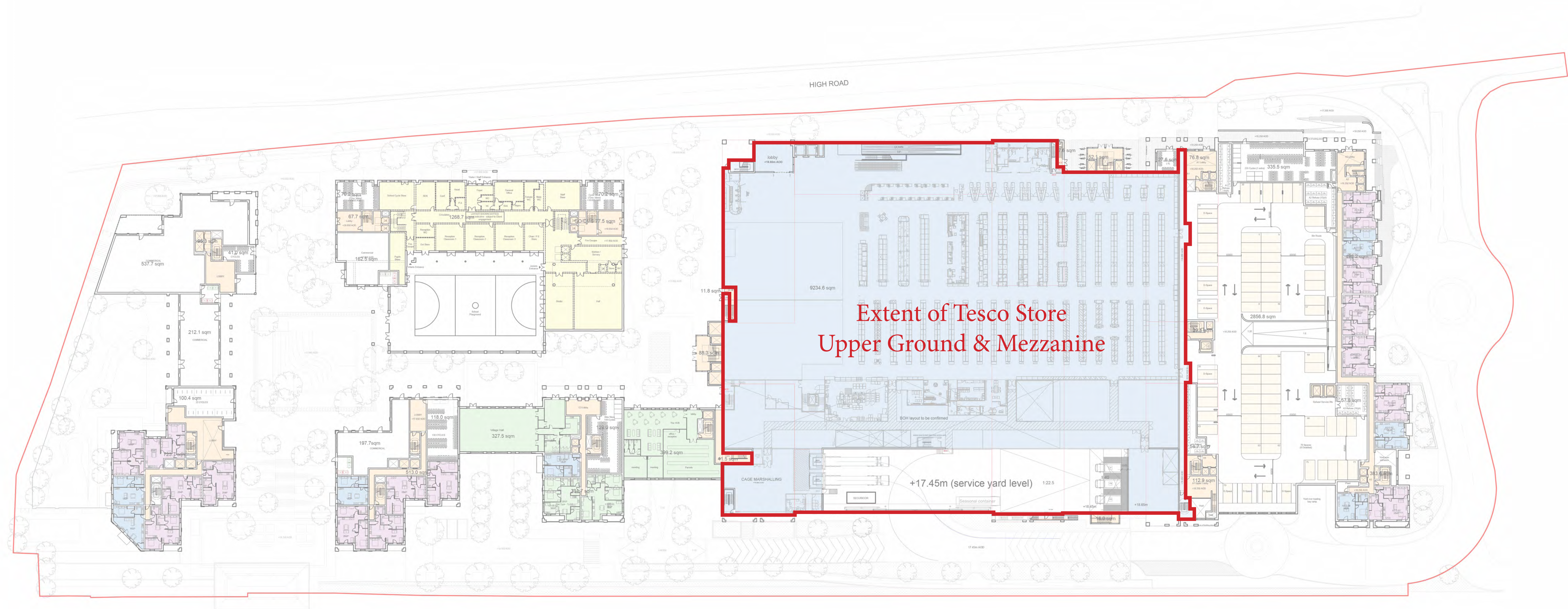
Site: Goodmayes

Title: Lower Ground

Drawing: S106-WH197-009

Date: Sep 2021 Rev: P1

Drawn: Scale: 1:500 @ A1



REV	DESCRIPTION	BY	DATE

PLANNING ISSUE

Site: Goodmayes

Title: Upper Ground

Drawing: S106-WH197-010

Date: Sep 2021 Rev: P1

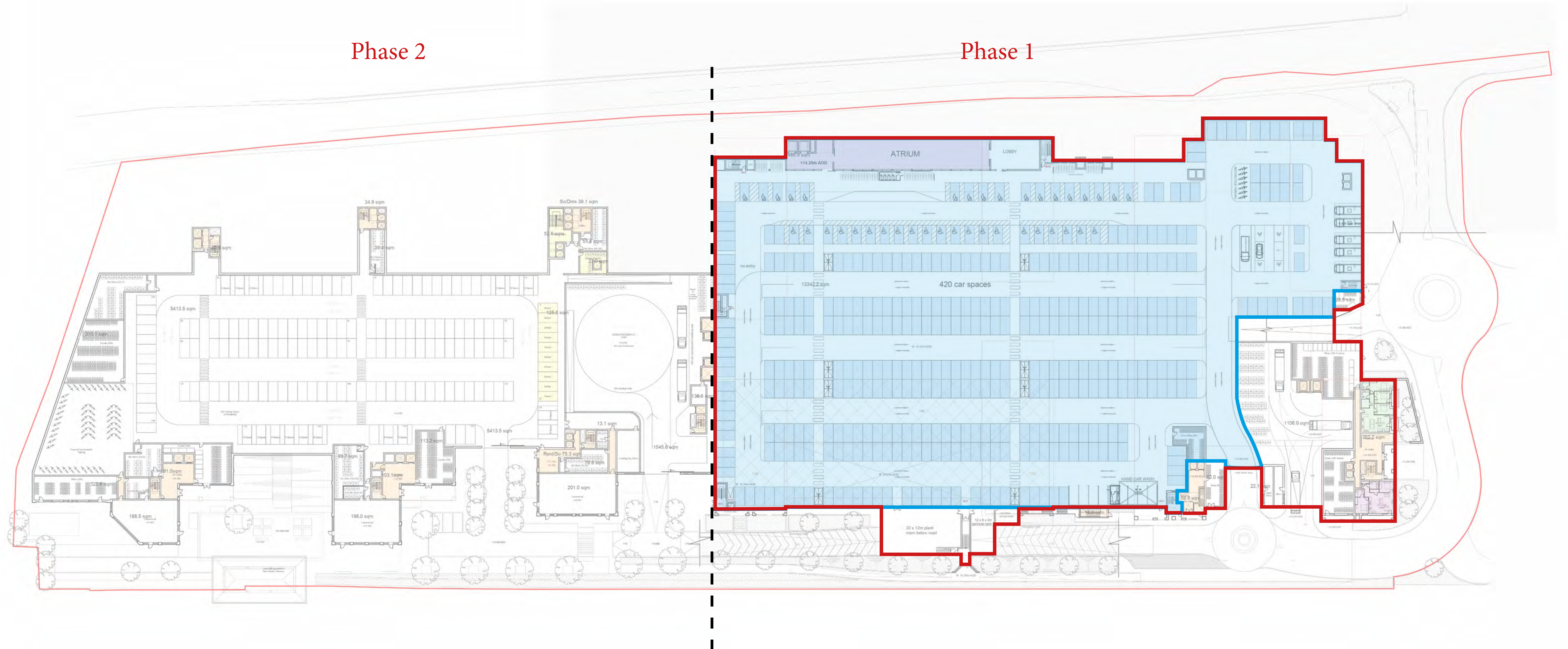
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Weston Homes

The Weston Group Business Centre, Parcway Road, Taffley, Essex, CM22 6PL
Tel: 01279 873833 Fax: 01279 873578
info@weston-homes.com

Phase 2

Phase 1

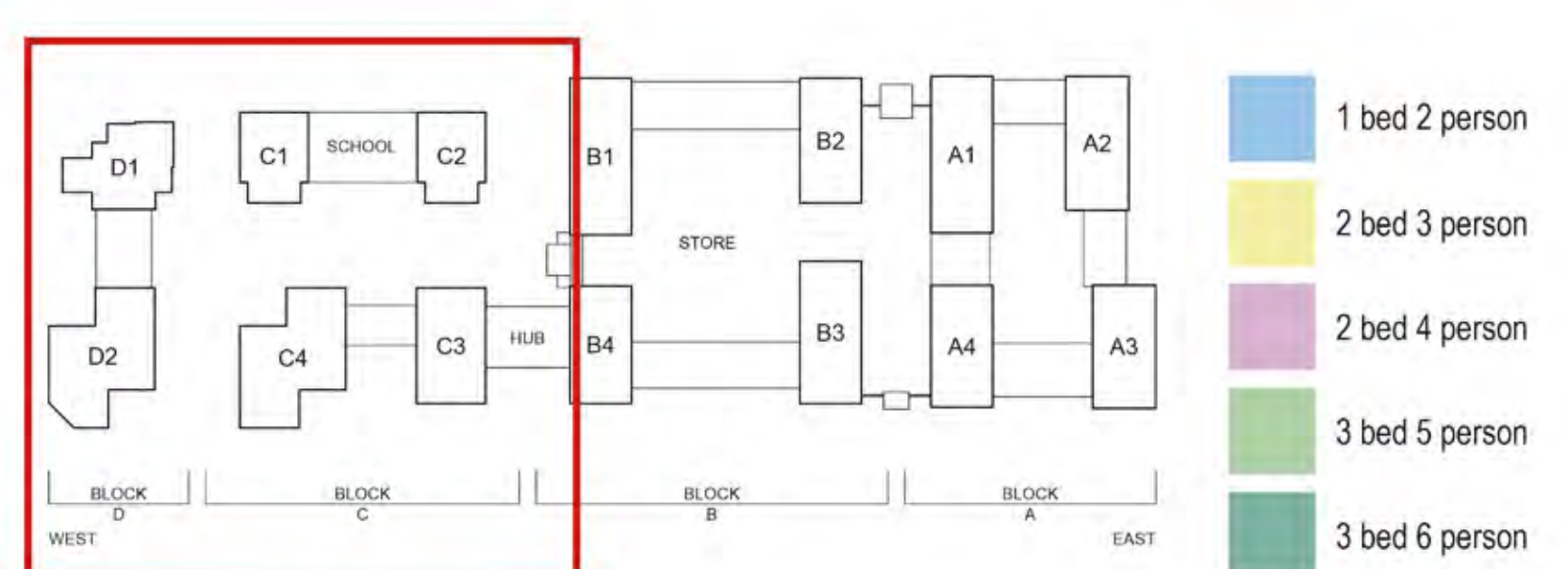
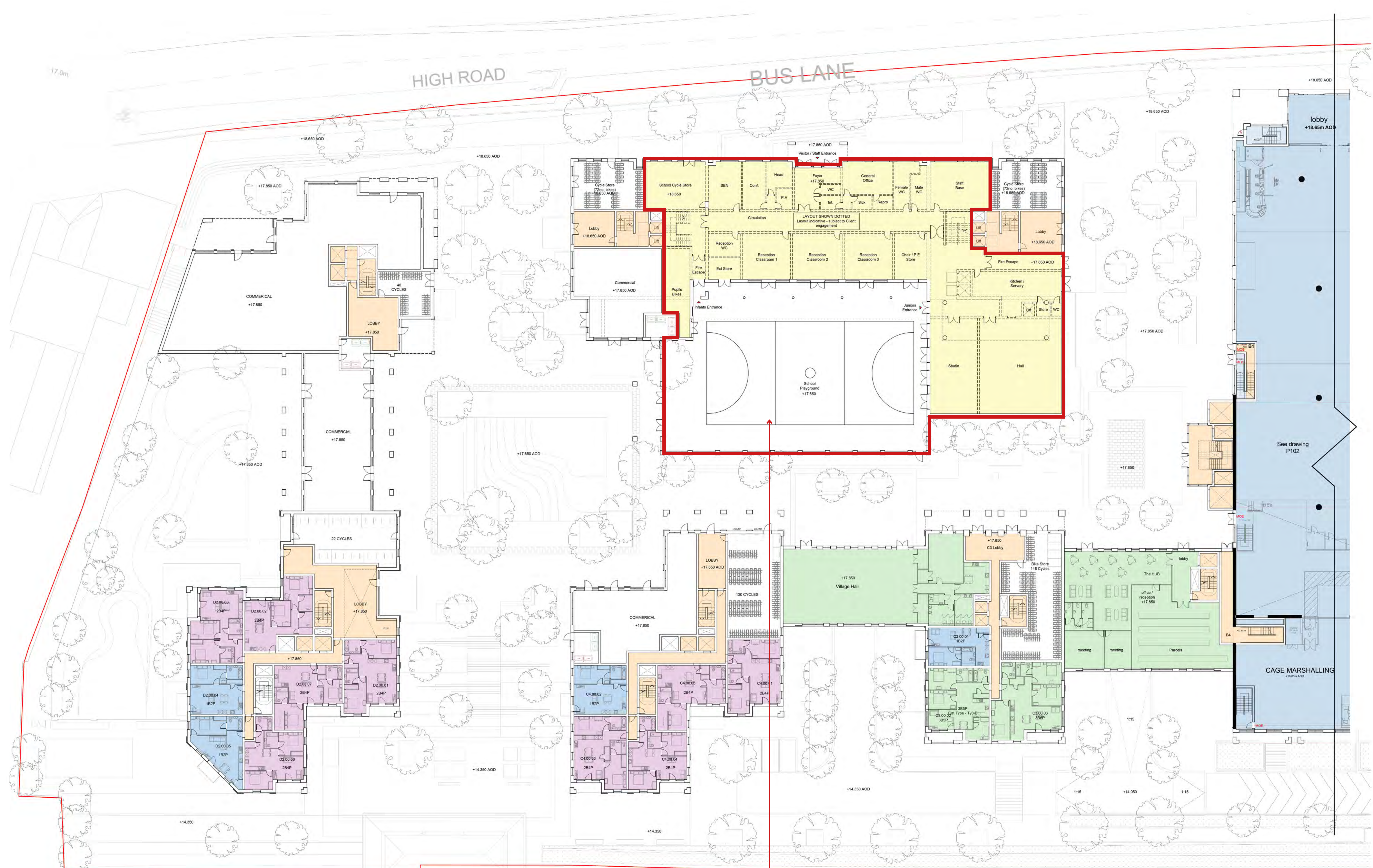


Phase 1

Extent of Ground Floor Car Park

Extent of Ground Floor Slab

Rev	Description	By	Date
PLANNING ISSUE			
Site: Goodmayes			
Title: Lower Ground			
Drawing: S106-WH197-011			
Date: Sep 2021	Rev: P1		
Drawn:	Scale: 1:500 @ A1		



Extent of School
at ground floor
0.23 Hectare

S106 - WH197-005

1:1
1:200
0 10m 20 30 40 50
0 1m 2 3 4 5 6 7 8 9 10

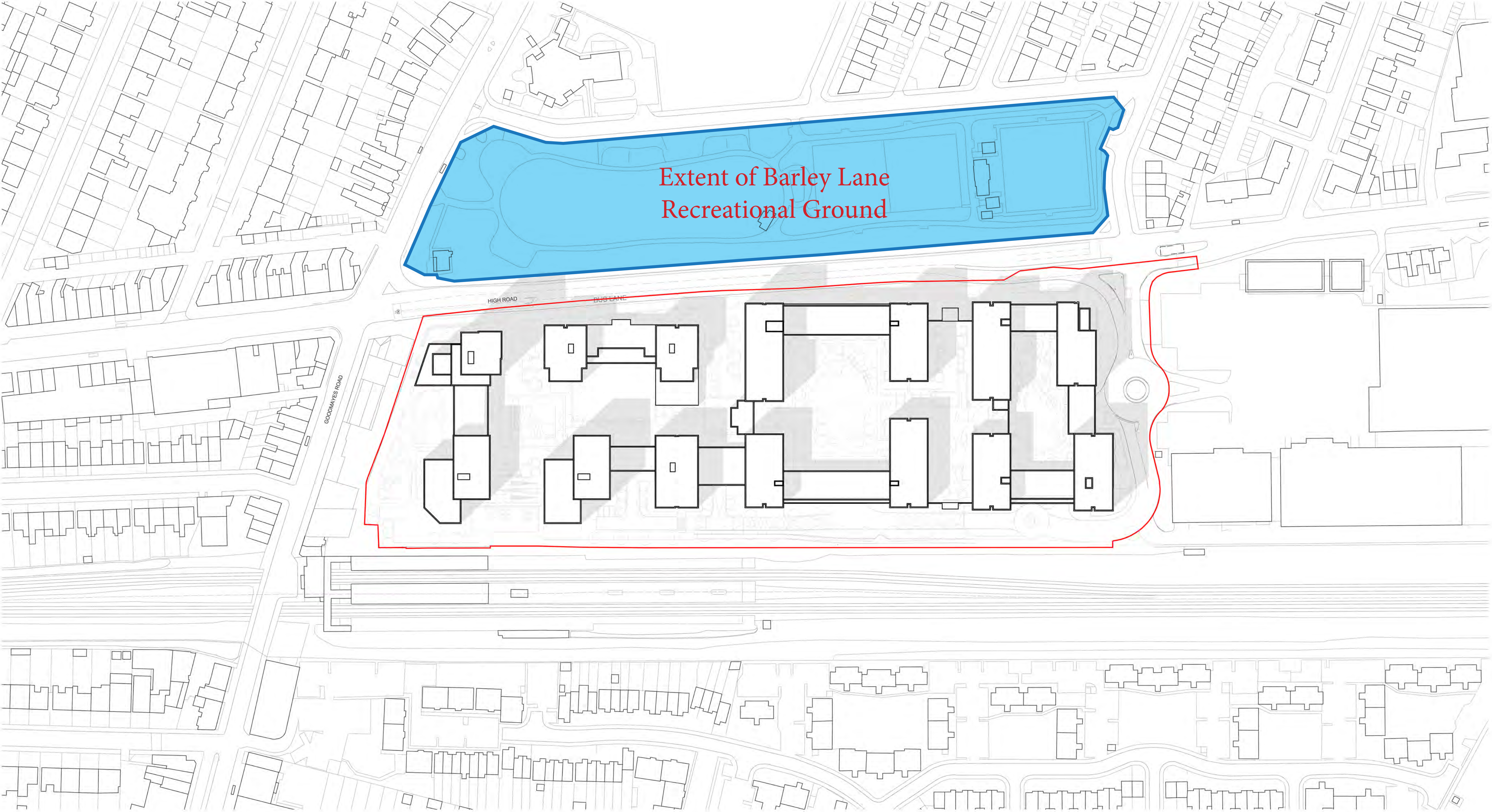
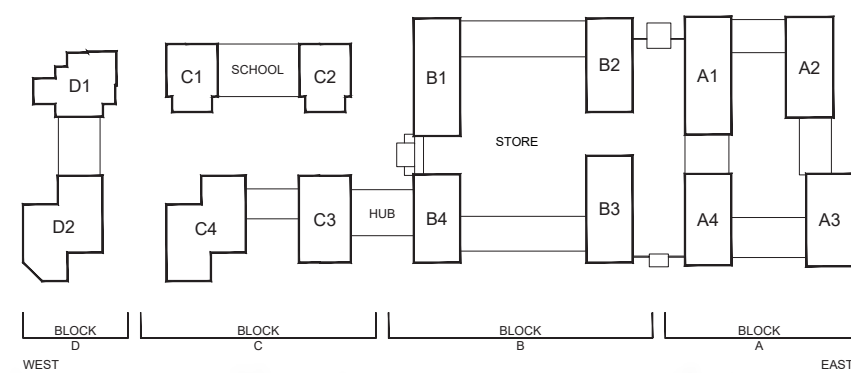
rusdragearchitects
architecture landscape urban design

822 HIGH ROAD - GOODMAYES

AP237 | P152
Block C & D Ground Floor 1 - 1:200 @ A0

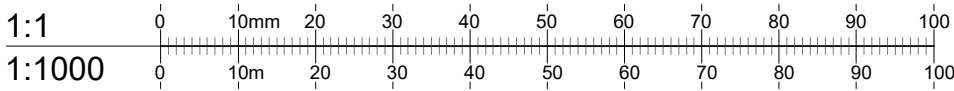
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Homes

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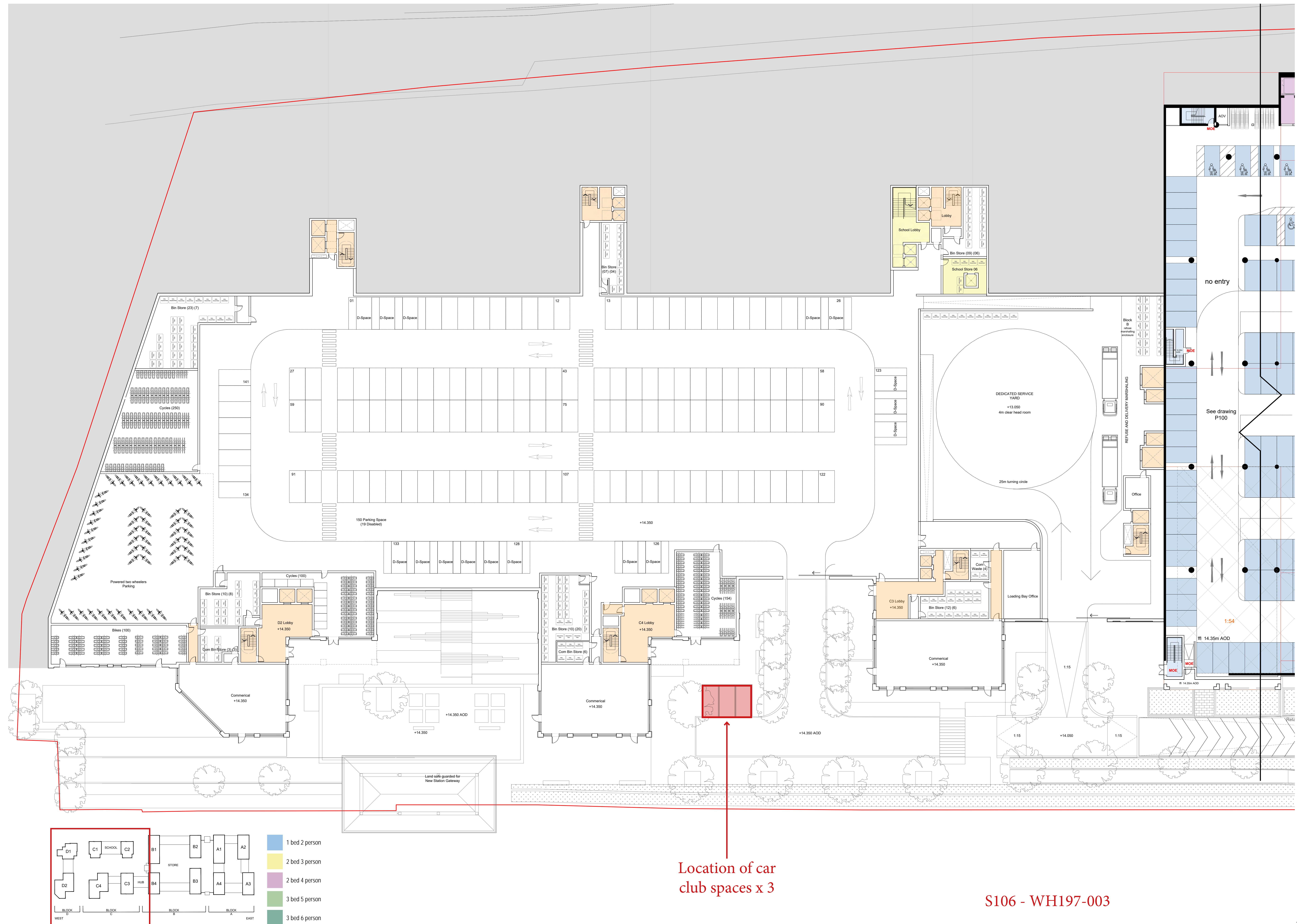
S106 - WH197-002

14.08.20



822 HIGH ROAD - GOODMAYES

AP237 | P010
Site Block Plan- Proposed - 1:1000 @ A1



Location of car
club spaces x 3

S106 - WH197-003

822 HIGH ROAD - GOODMAYES

14.08.20

REV-A

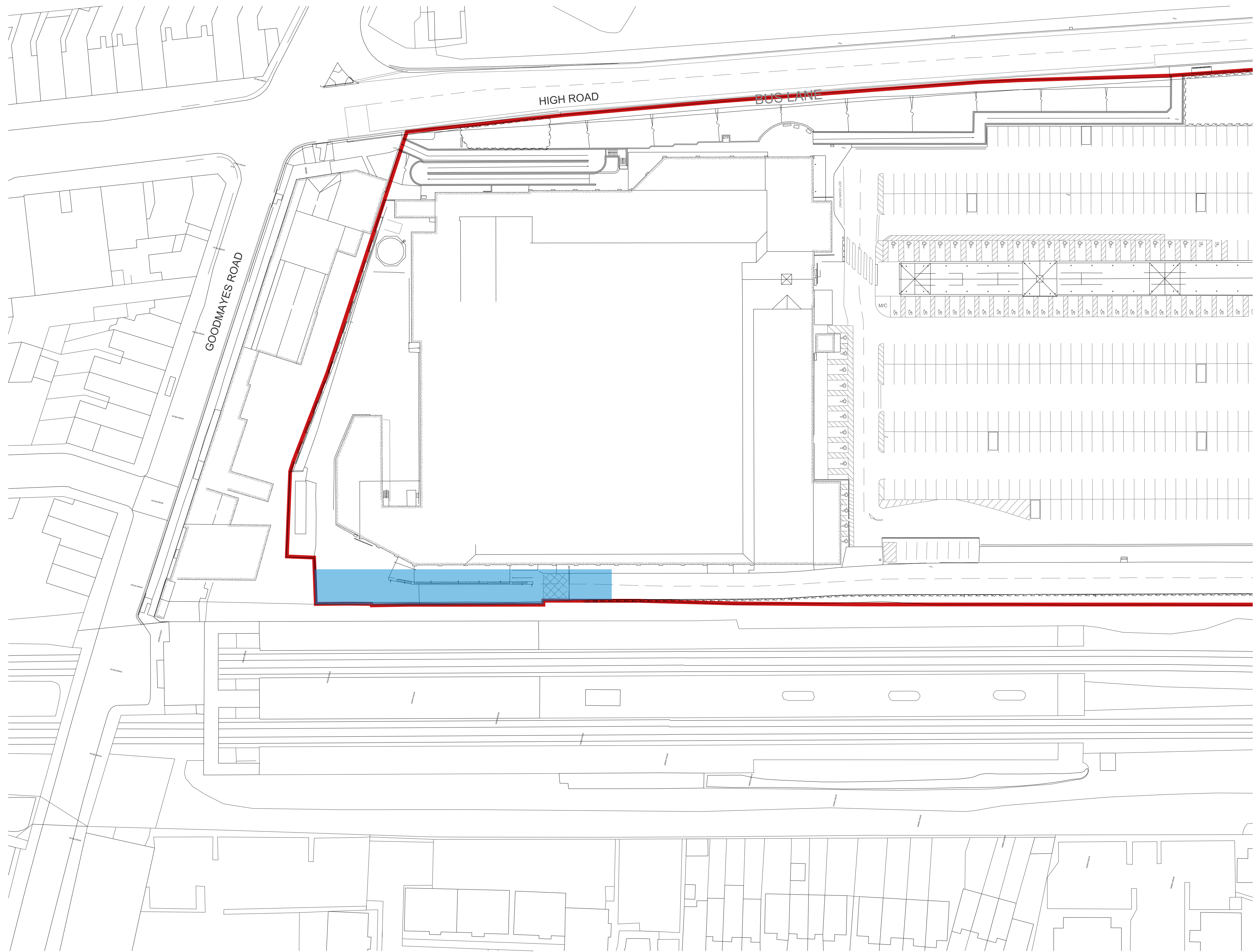
AP237 | P150

Block C & D Lower Ground Floor 1 - 1:200 @ A0

1:1
0 10m 20 30 40 50
1:200
0 1m 2 3 4 5 6 7 8 9 10

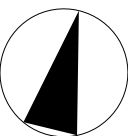
rusdragearchitects
architecture masterplanning urban design

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Homes



SCALE 1:2500 @ A1
SCALE 1:5000 @ A3
50m 0 50m 100m 150m 200m 250m

PLANNING APPLICATION BOUNDARY
SAFEGUARDED LAND - WITHIN APPLICATION BOUNDARY



rev	description	by	date
PLANNING ISSUE			
Site Goodmayes			
Title Site Boundary - Safeguarded land for station			
Drawing WH_S106_001			
Date	Nov 2020	Rev	P1
Drawn	DM	Scale	1:500@A1
50m 0 50m			
Weston Homes			
The Weston Group Business Centre, Parsonage Road, Takeley, Essex, CM22 6PU. Tel: 01279 873333 Fax: 01279 873378 info@weston-homes.com			

- KEY**
- SITE BOUNDARY
 - PHASING SEGREGATION LINE
 - DENOTES AREA OF PHASE 1 WORKS
 - DENOTES AREA OF PHASE 2 WORKS
 - DENOTES AREA OF PHASE 3 WORKS

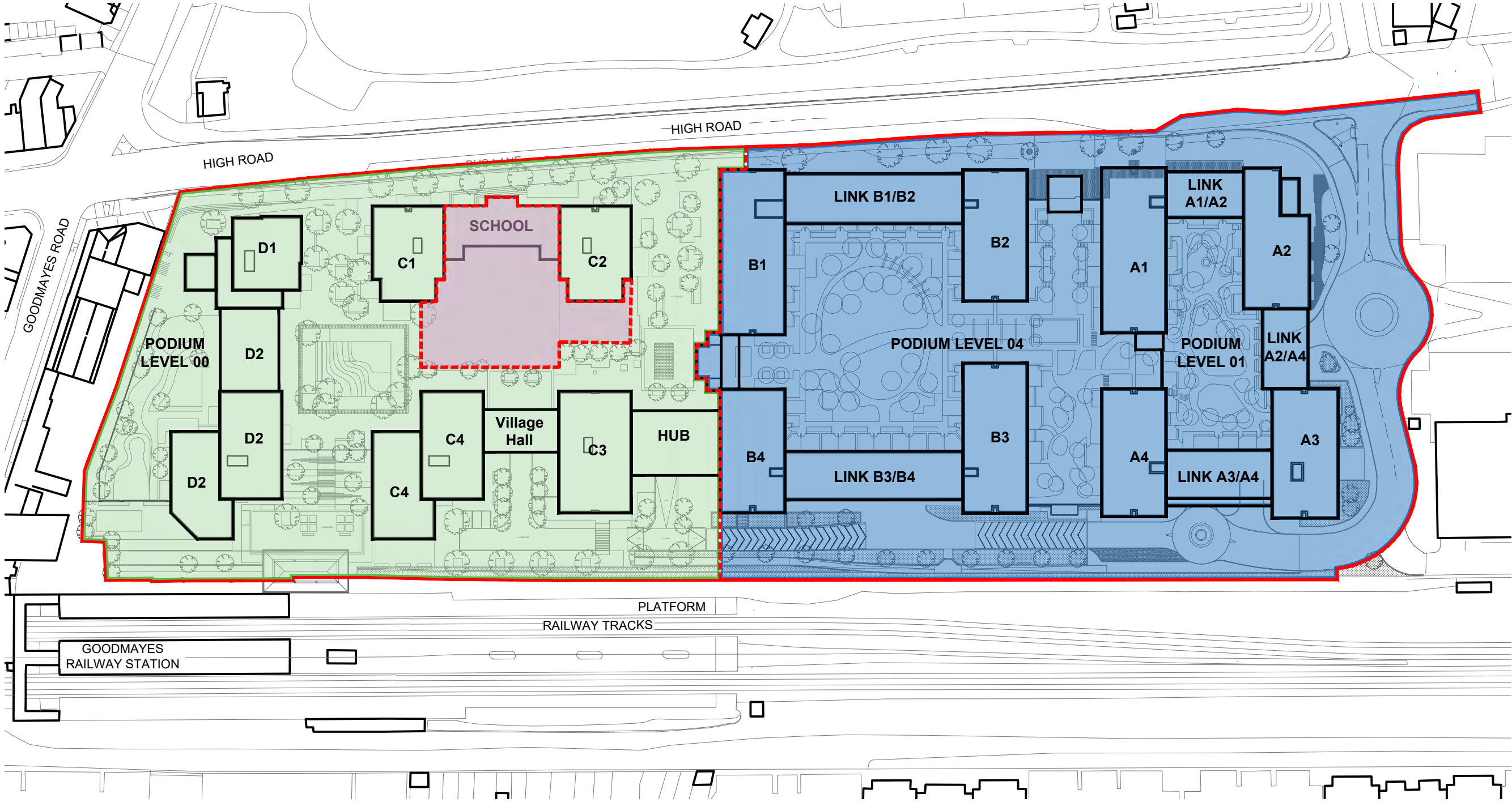
NOTE: STOREY HEIGHTS MEASURED FROM LEVEL -01.

- PHASE 1 (RESIDENTIAL)**
- A1 - 12 STOREYS ~ ADJ PODIUM LEVEL 04 (83 UNITS)
 - LINK A1/A2 - 6 STOREYS ~ ADJ PODIUM LEVEL 01 (12 UNITS)
 - A2 - 14 STOREYS ~ ADJ PODIUM LEVEL 01 (93 UNITS)
 - LINK A2/A3 - 5 STOREYS ~ ADJ PODIUM LEVEL 01 (15 UNITS)
 - A3 - 13 STOREYS ~ ADJ PODIUM LEVEL 01 (91 UNITS)
 - LINK A3/A4 - 5 STOREYS ~ ADJ PODIUM LEVEL 01 (14 UNITS)
 - A4 - 11 STOREYS ~ ADJ PODIUM LEVEL 04 (45 UNITS)
 - LINK A1/A4 - 4 STOREYS ~ ADJ PODIUM LEVEL 01 (3 UNITS)
 - B1 - 16 STOREYS ~ ADJ PODIUM LEVEL 04 (106 UNITS)
 - LINK B1/B2 - 8 STOREYS ~ ADJ PODIUM LEVEL 04 (30 UNITS)
 - B2 - 15 STOREYS ~ ADJ PODIUM LEVEL 04 (79 UNITS)
 - B3 - 13 STOREYS ~ ADJ PODIUM LEVEL 04 (71 UNITS)
 - LINK B3/B4 - 8 STOREYS ~ ADJ PODIUM LEVEL 04 (25 UNITS)
 - B4 - 15 STOREYS ~ ADJ PODIUM LEVEL 04 (65 UNITS)
 - TOTAL - 732 UNITS**

- PHASE 2 (RESIDENTIAL)**
- C1 - 12 STOREYS ~ ADJ PODIUM LEVEL 00 (41 UNITS)
 - C2 - 12 STOREYS ~ ADJ PODIUM LEVEL 00 (39 UNITS)
 - C3 - 12 STOREYS ~ ADJ PODIUM LEVEL 00 (77 UNITS)
 - C4 - 16 STOREYS ~ ADJ PODIUM LEVEL 00 (137 UNITS)
 - D1 - 23 STOREYS ~ ADJ PODIUM LEVEL 00 (154 UNITS)
 - D2 - 13 STOREYS ~ ADJ PODIUM LEVEL 00 (100 UNITS)
 - TOTAL - 548 UNITS**

- PHASE 3 (SCHOOL)**
- SCHOOL - 5 STOREYS ~ ADJ PODIUM LEVEL 00

GRAND TOTAL - 1280 UNITS



Notes:

Rev

01



PLANNING

Title
Site Phasing Plan - Phase 1 2 & 3

Site
High Road - Goodmayes

Date July 2021	Drawn DM
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Scale
NTS

Drawing No. WH197_21_P_10.10	Rev -
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General Notes

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