

DATED 30 March **2021**

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON
- (3) MB HILLINGDON LIMITED
- (4) INLAND LIMITED
- (5) CLOVE HOLDINGS LIMITED

DEED OF AGREEMENT

**PURSUANT TO SECTION 106 OF THE TOWN
AND COUNTRY PLANNING ACT 1990 AND ALL
OTHER ENABLING POWERS IN RELATION TO
LAND KNOWN AS**

**Former Master Brewer Motel Site
Freezeland Way
Hillingdon UB10 9PQ**

Hillingdon Ref: 4266/APP/2019/3088

GLA Ref: GLA/0995g/02



Pinsent Masons

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THIS DEED is made on 30 March 2021

BETWEEN:-

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, the Queen's Walk, More London, London SE1 2AA (the "**GLA**")
- (2) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (the "**Council**")
- (3) **MB HILLINGDON LIMITED** (Company Registration Number 09711183) whose registered office is at 76 Canterbury Road, Croydon, Surrey, England, CR0 3HA (the "**Owner**")
- (4) **INLAND LIMITED** (Company Registration Number 05482989) whose registered office is at Burnham Yard, London End, Beaconsfield, England, HP9 2JH ("**Inland**")
- (5) **CLOVE HOLDINGS LIMITED** (Company Registration Number 129121) whose registered office is at 2nd Floor, International House, 41 The Parade, St Helier, Jersey JE2 3QQ (the "**Mortgagee**")

WHEREAS:-

- (A) The Owner is the freehold owner of that part of the Site registered under title numbers AGL36511, AGL111529 and AGL60297 at the Land Registry. Part of the land under title AGL111529 is adopted highway land.
- (B) Inland and the Mortgagee have the benefit of legal charges against the Site registered under title numbers AGL36511, AGL111529 and AGL60297 at the Land Registry. Inland and the Mortgagee are willing to enter into this Deed to give their consent to and bind their interests in the Site.
- (C) Part of the Site adjacent to the land in title AGL111529 is unregistered and is adopted highway land. The Parties agree that this land does not need to be bound to the terms of this Deed in order to secure the planning obligations contained in this Deed.
- (D) The Owner is also the proprietor of the Leasehold Interest. The Parties have agreed to bind the Leasehold Interest to the terms of Schedule 6 of this Deed only and that the Leasehold Interest does not need to be bound by any other obligations in this Deed. The freehold interests from which the Leasehold Interest has been granted are registered under title numbers AGL55389 and AGL456263 and held by Brian Ernest Smith and Bruce Oliphant. The Parties agree that these freehold interests do not need to be bound to the terms of this Deed in order to secure the planning obligations contained in Schedule 6 of this Deed.
- (E) On 23 September 2019, the Owner submitted the Application to the Council for the Planning Permission to carry out the Development.
- (F) On 19 February 2020, the Council resolved to refuse Planning Permission for the Application. On 3 March 2020, the Council notified the GLA of its resolution to refuse Planning Permission for the Application.
- (G) On 16 March 2020, the GLA in accordance with section 2A of the 1990 Act called in the Application for its determination and is acting as the local planning authority for the purposes of the Application on behalf of the Mayor of London
- (H) At a representation hearing held on 3 September 2020, the Mayor of London resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed to secure the planning obligations mentioned herein.
- (I) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.

- (J) The Council remains 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 located and in accordance with section 2E(5) of the 1990 Act will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (K) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.
- (L) The Parties enter into this Deed to secure the planning obligations contained within it and to enable the GLA acting as the local planning authority to grant Planning Permission for the Development.
- (M) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied, for the purposes of Regulation 122 of the CIL Regulations, that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the GLA and the Council.

IT IS AGREED:-

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:

- "1980 Act"** means the Highways Act 1980 (as amended)
- "1990 Act"** means the Town and Country Planning Act 1990 (as amended)
- "Above Ground Works"** means the occurrence of the following in respect of the Development:-
- (a) completion of all ground preparation works for the first block to be constructed within the Development;
 - (b) completion of the foundations of the first block to be constructed within the Development; and
 - (c) letting of a contract for the construction of the first block to be constructed within the Development
- "Additional Affordable Housing Scheme"** means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 2 of Schedule 1 detailing the Additional Affordable Housing Units to be provided and which (unless otherwise agreed in writing by the GLA and the Council):
- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units;
 - (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 payable towards offsite Affordable Housing if Paragraph 3.10 of Part 2 of Schedule 1 applies; and
 - (e) ensures that no block will comprise solely or substantially of Open Market Housing Units
- "Additional Affordable Housing Units"** means the Open Market Housing Units to be converted to London Shared Ownership Housing Units and/or London Affordable Rent Housing Units pursuant to the Additional Affordable Housing Scheme to be approved under Part 2 of Schedule 1 and subject to the provision of Additional Affordable Housing Units being capped so that the Affordable Housing Units and the Additional Affordable Housing Units (if any) do not comprise more than 70% (by Habitable Room) London Affordable Rent Housing in total

- "Affordable Housing"** means housing including London Shared Ownership Housing and/or London Affordable Rent Housing, and London Living Rent Housing provided to eligible households whose needs are not met by the market and which housing should:-
- (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices and
 - (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision
- "Affordable Housing Cap"** means 50% of the Residential Units by Habitable Room
- "Affordable Housing Grant"** means any financial assistance offered by the GLA, Affordable Housing Provider or any other body to be applied towards the costs of providing Additional Affordable Housing Units
- "Affordable Housing Provider"** means:-
- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision); or
 - (b) the Council in its capacity to provide Affordable Housing
- "Affordable Housing Tenure Split"** means:-
- (a) 66.5% (by Residential Unit) of the Affordable Housing Units to be provided as London Affordable Rented Housing Units; and
 - (b) 33.5% (by Residential Unit) of the Affordable Housing Units to be provided as London Shared Ownership Housing Units
- "Affordable Housing Units"** means the 182 Residential Units comprising 492 Habitable Rooms pursuant to the Planning Permission to be provided as Affordable Housing on the Site, as shown on the plans attached to this Deed at Appendix 2, (or in such other locations as is agreed between the Council and the Owner) and to be provided in accordance with the Affordable Housing Tenure Split (unless otherwise specified within this Deed) and **"Affordable Housing Unit"** will be interpreted accordingly
- "Application"** means the planning application (reference number 4266/APP/2019/3088) received by the Council on 23 September 2019 seeking full planning permission to carry out the Development on the Site
- "Average London Affordable Rent Housing Value"** means the average value of London Affordable Rent Housing floorspace per square metre at the 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
"Average Shared Ownership Housing Value"	means the average value of London Shared Ownership 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
"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) section 106 agreement costs; and(d) costs certified by the Owner's quantity surveyor, costs consultant or agent; <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none">(i) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and(ii) professional, finance, legal and marketing costs
"Building Regulations"	means the Building Regulations 2010 (as amended by the Building (Amendment) Regulations 2013)
"Bus Improvement Contribution"	means the sum of one million three hundred and sixty five thousand pounds (£1,365,000) (being four hundred and fifty five thousand pounds (£455,000) per annum for three (3) years) to be paid to the Council towards local bus services
"Bus Priority Measures Contribution"	means the sum of thirty thousand points thirty thousand pounds (£30,000) to be paid to the Council towards bus priority measures in the vicinity of the Development
"Car Club"	means a car hire scheme operated by a Car Club Operator which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis
"Car Club Membership"	means three years' free membership of the Car Club per household upon initial occupation (or such other shorter period as may be agreed in advance with the Council)
"Car Club Operator"	means the operator of the Car Club at the Development appointed by the Owner who will be responsible for the operation of the Car Club including bookings and charges

"Car Club Spaces"	means up to four (4) car club parking spaces located within the Site and "Car Club Space" shall be construed accordingly
"Carbon Offset Contribution"	means the sum of four hundred and seventy four thousand one hundred and sixty four pounds (£474,164) calculated based on the estimated Carbon Reduction Shortfall included within the Energy Statement submitted with the Application, and as set out within GLA report GLA/0995g/05 dated 29 March 2021, but which shall be recalculated once the Development is Practically Complete using the Carbon Offset Contribution Calculation to be used towards the Council's Carbon Offset Fund which seeks the delivery of carbon dioxide emissions reductions projects within the London Borough of Hillingdon inter alia through retrofit of social housing, schools and civic buildings, investment in renewable energy projects and low-carbon lighting projects
"Carbon Offset Contribution Calculation"	means the actual Carbon Reduction Shortfall x Price Per Carbon Tonne x 30 years as set out in the Energy Statement and as set out within GLA report GLA/0995g/05 dated 29 March 2021
"Carbon Reduction Shortfall"	Carbon Reduction Shortfall means the shortfall in meeting the Energy Strategy Target (expressed in tonnes of carbon dioxide)
"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 in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) each including a housing administrator
"CIL Regulations"	means the Community Infrastructure Levy Regulations 2010 (as amended)
"Commenced"	means the carrying out of a material operation in accordance with section 56(4) of the 1990 Act provided that: (a) ground investigations, testings and/or site survey works; (b) 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; (c) archaeological investigation and digs; (d) works of site clearance and demolition; (e) decontamination and remediation works; (f) the provision of underground drainage and sewers and the laying and diversion of other services and service medium; (g) construction of temporary accesses to facilitate the carrying out of the Development;

- (h) ecological surveys, investigations or assessments (including, for the avoidance of doubt, investigations or assessments relating to bats);
- (i) erection of boards advertising the Development; and
- (j) works and operations to enable any of the foregoing to take place

shall not be taken to be a material operation for the purposes of this Deed and "Commence" and "Commencement" shall be construed accordingly

"Commercial Floorspace"

means the flexible uses within Use Classes Class B1/A1/A3/D1 forming part of the Development

"Construction Period"

means from the point at which contractors Commence on the Site until Practical Completion of the Development

"Construction Training Contribution"

means (if payable) the sum calculated in accordance with the Planning Obligations SPD as at the date of this Deed and to be provided in accordance with Schedule 3 and equating to the Training Costs plus the Co-ordinator Costs, which shall be used by the Council towards construction training courses delivered by recognised providers and the provision of a construction work place co-ordinator within the Council's administrative area

"Construction Training Scheme"

means a construction training scheme:

- (a) to be implemented by the Owner to fund, arrange and/or provide construction training and employment for Hillingdon residents during the Construction Period; and
- (b) which shall be delivered in accordance with the construction training formula as contained within the Planning Obligations SPD (in terms of waged construction training places) as at the date of this Deed

"Contributions"

means the:-

- (a) Bus Improvement Contribution;
- (b) Bus Priority Measures Contribution;
- (c) Carbon Offset Contribution;
- (d) Construction Training Contribution;
- (e) Drainage Contribution; and
- (f) Landscape Screening and Ecological Mitigation Contribution;

to be paid by the Owner pursuant to this Deed and "Contribution" shall mean any one of them

"Controlled Parking Zone"

means an area or areas where the Council have introduced or will introduce restrictions on parking for non-permit holders on the highway within the vicinity of the Site during certain times of the day or during the week

- "Co-ordinator Costs"** means (if any):
- (a) a sum to be agreed with the Council and the Owner in the event the Owner implements the Construction Training Scheme, such amount to reflect the reasonable co-ordination and monitoring costs of the Council in respect of the Construction Training Scheme; or
 - (b) only in the event that the Construction Training Contribution becomes payable in accordance with Paragraphs 9 and 10 of Schedule 3, a sum calculated using the formula as prescribed within the Planning Obligations SPD
- "CPI"** means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as may be agreed from time to time by the Council and the Owner
- "Date of Deemed Service"** means, in each instance where a Chargee has served a Default Notice under Part 1 of Schedule 1, Paragraph 4.2:-
- (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW during 09:00-17:00 and the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and a copy to the Director of Legal, Transport for London 5 Endeavour Square, London E20 1JN, 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 Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW and the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and a copy to the Director of Legal, Transport for London 5 Endeavour Square, London E20 1JN, 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"** means this deed of agreement
- "Default Notice"** means a notice in writing served on the Council and the GLA by the Chargee under Paragraph 4.2 of Part 1 of Schedule 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 within the Development in which a contractor may remedy defects as may be included in the building contract for the relevant building within the Development

"Development"	means the construction of a residential-led, mixed-use development comprising buildings of between 2 and 11 storeys containing 514 units (Use Class C3); flexible commercial units (Use Class B1/A1/A3/D1); associated car (165 spaces) and cycle parking spaces; refuse and bicycle stores; hard and soft landscaping including a new central space, greenspaces, new pedestrian links; biodiversity enhancement; associated highways infrastructure; plant; and other associated ancillary development in accordance with the Planning Permission
"Displaced Parking Remediation Contribution"	means (if payable) the sum of twenty thousand pounds (£20,000) to be paid to the Council towards any remedial action required to control parking demand on the highway network external to the Site as a consequence of parking displacement generated by the Development (as evidenced by the results of the Parking Demand Survey submitted to and approved by the Council pursuant to Paragraph 4.3 of Schedule 2) and which could include the introduction of new waiting restrictions and/or a Controlled Parking Zone on the affected highway
"Drainage Contribution"	means the sum of thirty five thousand pounds (£35,000) to be paid to the Council towards the extension of the watercourse from the Site to Hillingdon Freezeland Covert as part of improvements to the green belt land lying to the east of the Site
"Early Stage Development Viability Information"	<p>means the information required by Formula 1a and Formula 2 being:</p> <ul style="list-style-type: none">(a) Estimated GDV;(b) Estimated Build Costs;(c) Average Open Market Housing Value;(d) Average Shared Ownership Housing Value; and(e) Average London Affordable Rent Housing Value <p>and including in each case supporting evidence to the Council and the GLA's reasonable satisfaction</p>
"Early Stage Review"	means (if applicable) an upward only review of the financial viability of the Development and submission of the Early Stage Development Viability Information prepared by or on behalf of the Owner in connection with the whole of the Development in accordance with the provisions of Part 1 of Schedule 1
"Early Stage Review Contribution"	means a financial contribution to be paid (if applicable) by the Owner to the Council for the provision of off-site Affordable Housing in the Council's administrative area subject to the Affordable Housing Cap and in accordance with the Additional Affordable Housing Scheme and the provisions of Part 2 of Schedule 1
"Eligible London Affordable Rented Housing Tenant"	means an existing private or social tenant or tenants renting in London without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Affordable Rented Housing Unit does not exceed the maximum limit specified in the London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the London Plan Annual Monitoring Report

- "Eligible Household"** means either an Eligible London Affordable Rented Housing Tenant or an Eligible Shared Ownership Housing Purchaser (as applicable) and **"Eligible Households"** shall be construed accordingly
- "Eligible Shared Ownership Housing Purchaser"** means a purchaser:
- (a) who is part of a Household whose gross annual Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit amount specified in the latest London Plan Annual Monitoring Report (or replacement GLA guidance or policy) in place at the point at which the relevant London Shared Ownership Housing Unit is offered to a prospective purchaser such amount at the date of this Deed being £90,000; and
 - (b) who has no ownership in another residential property which he is able to occupy within the United Kingdom
- "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 Statement"** means the statement dated 1 October 2019 prepared by Cudd Bentley Consulting submitted with the Application
- "Energy Strategy Target"** means the London Plan policy target at the date hereof (set out in the Energy Statement) of:
- (a) a 35% reduction in regulated carbon emissions for non domestic elements of the Development compared with the requirements of the Building Regulations Part L 2013; and
 - (b) zero carbon for residential elements of the Development
- "Estimated Build Costs"** means the sum of:
- (a) the estimated Build Costs remaining to be incurred at the Review Date; and
 - (b) the actual Build Costs incurred at the Review Date

"Estimated GDV"	means the price at which a sale of the Open Market Housing Units and the Commercial Floorspace would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to Part 2 of Schedule 1 based on detailed comparable market evidence to be assessed by the Council and assuming: <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"	means the external consultant(s) appointed by the Council to assess the Early Stage Development Viability Information pursuant to Part 2 of Schedule 1
"Form PO1"	means the form in the substantial format set out in Appendix 5
"Formula 1a"	means the formula identified as " Formula 1a " as set out at Part 3 of Schedule 1
"Formula 2"	means the formula identified as " Formula 2 " as set out at Part 4 of Schedule 1
"GDV"	means the gross development value of the Development being all of the revenues received or estimated to be received by the Owner in connection with all parts of the Development (excluding any sales incentives (both financial and non-financial)) including but not limited to the rental value of any units to be rented out which are capitalised being a yield, ground rents, car parking spaces and any rents generated by any other use, all circumstances being 'normal' when sold or rented to a willing purchaser or tenant on the open market
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
"Highways Agreement"	means one or more agreements pursuant to section 38 and/or section 278 of the 1980 Act
"Highway Works"	means the works to be undertaken on the public highway comprising the works set out at Paragraph 3.1 of Schedule 2
"Homes England"	means the non-departmental public body responsible for creating thriving communities and affordable homes in England or such other body that may replace it

- "Household"** means, in relation to a person "A", A and all other persons who would 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:-
- (a) in relation to a single Eligible Shared Ownership Housing Purchaser or a single Eligible London Affordable Rented Housing Tenant, the gross annual income of that Eligible Shared Ownership Housing Purchaser or Eligible London Affordable Rented Housing Tenant; and
 - (b) in relation to joint Eligible Shared Ownership Housing Purchasers or joint Eligible London Affordable Rented Housing Tenants, the combined gross annual incomes of those Eligible Shared Ownership Housing Purchasers' or Eligible London Affordable Rented Housing Tenants' Households
- "Index Linked"** means index linking of the Contributions specified in this Deed to be increased from the date of this Deed to the date the payment is due under this Deed by reference to the CPI PROVIDED THAT if the CPI ceases to be compiled and published the said formula shall be applied mutatis mutandis (so far as it concerns periods after the CPI has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time by the Council and the Owner
- "Intention Notice"** means a notice in writing served on the Chargee by the Council and/or the GLA under Paragraph 4.3 of Part 1 of Schedule 1 that the Council and/or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
- "Interest"** means the rate of interest being 3% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis

"Landscape Screening and Ecological Mitigation Contribution"	<p>means the sum of five hundred and thirty nine thousand pounds (£539,000) to be paid to the Council towards landscaping improvement works, including:</p> <ul style="list-style-type: none">(a) new footpath links between the Site, the public open space (including the Public Open Space on the Leasehold Land) and Freezeland Covert(b) the provision of play / sports facilities (outdoor gym) to provide opportunities for formal and informal recreation(c) scrapes, swales and ponds designed to contribute towards the current SuDS / drainage strategy(d) specimen tree and woodland planting to mitigate the loss of extensive tree cover on the Site, required to facilitate the Development, <p>such works to take place on (as relevant):</p> <ul style="list-style-type: none">(i) the green belt land situated to the east of the Site and Leasehold Land and(ii) on the Leasehold Land, save for "(b)" above which shall only take place on green belt land outside the Leasehold Land
"Leasehold Interest"	<p>means the 999-year leasehold interest (with 998 years remaining) in the Leasehold Land registered under title number AGL506743</p>
"Leasehold Land"	<p>means the land outside of and immediately to the east of the Site, as shown edged red on the plan attached to this Deed at Appendix 3</p>
"London Affordable Rent Housing"	<p>means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to Eligible Households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none">(a) including Service Charges, up to 80% of local market rents or Local Housing Allowance whichever is lower; and(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance <p>and "London Affordable Rented Housing Unit" will be interpreted accordingly</p>
"London Affordable Rent Housing Units"	<p>means the 121 Affordable Housing Units shown on the plans attached to this Deed at Appendix 2 comprising 343 Habitable Rooms to be made available for London Affordable Rent Housing in accordance with Schedule 1 of this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rent Housing</p>
"London Design Standards"	<p>means the required design standards for new homes approved and published by the Mayor of London at the date of grant of the Planning Permission</p>

"London Plan"	means the London Plan published 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 Shared Ownership Housing Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that average annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report and "London Shared Ownership Lease" and "London Shared Ownership Lessee" shall be construed accordingly
"London Shared Ownership Housing Units"	means the 61 Affordable Housing Units as shown on the plans attached to this Deed at Appendix 2 comprising 149 Habitable Rooms to be made available for London Shared Ownership Housing in accordance with Schedule 1 of this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing
"Marketing Plan"	means a plan to market the London Shared Ownership Housing Units with priority being given to those within Priority Band 1 for the first three months from the beginning of the marketing
"Mayor's Affordable Housing and Viability SPG"	means the "Affordable Housing and Viability Supplementary Planning Guidance" published by the Mayor of London in August 2017
"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
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under Part 2 of Schedule 1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)
"Nominations Agreement"	means an agreement between the Council and an Affordable Housing Provider under which the Council exercise a power to nominate prospective residents for all the London Affordable Rent Housing Units in accordance with Part VI of the Housing Act 1996 section 159 in terms which accord with the requirements of the Homes England (or successor body)
"Occupation"	Occupation means the first occupation of a Residential Unit for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase of it) and the terms "Occupy" and "Occupied" shall be construed accordingly

"Open Market Housing Units"	means the 332 Residential Units forming part of the Development that are not an Affordable Housing Unit and which may be sold or rented on the open market
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with Paragraph 4.4 of Part 1 of Schedule 1 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Parking Demand Survey"	means a survey of the highway network surrounding the Site to monitor parking demand external to the Site to determine whether any undue parking displacement is generated by the Development in accordance with the Parking Demand Survey Methodology approved by the Council pursuant to Paragraph 4.1 of Schedule 2
"Parking Demand Survey Methodology"	means the methodology for a review of the highway network surrounding the Site to monitor parking demand external to the Site to determine whether any undue parking displacement is generated by the Development
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended)
"Parties"	means the GLA, the Council and the Owner and "Party" shall be construed accordingly
"Planning Obligations SPD"	means the Council's Planning Obligations Supplementary Planning Document dated July 2014
"Planning Permission"	means the planning permission to be granted pursuant to the Application
"Practical Completion"	means the issue of a certificate in accordance with a works or building contract certifying that practical completion has taken place in respect of the construction of a unit or where relevant of the Development pursuant to the Planning Permission and "Practically Complete" shall be construed accordingly
"Price per Carbon Tonne"	means ninety five pounds (£95) per carbon tonne increased in accordance with the Index from the date of this Deed until the date of payment of the Carbon Offset Contribution
"Priority Band 1"	means Eligible Shared Ownership Housing Purchasers whose gross annual Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed £69,000 for 1 bed £81,000 for 2 beds and £85,000 for 3 beds (maximum annual housing costs including mortgage rent and Service Charges should be no greater than 40 percent of net Household Income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

- "Priority Band 2"** means Eligible Shared Ownership Housing Purchasers whose gross annual Household Income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and Service Charges should be no greater than 40 percent of net Household Income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time
- "Project Management and Monitoring Sum"** means the sum equivalent to a maximum five (5) percent of the total Contributions to be used by the Council for its reasonable costs incurred in administering, monitoring, reviewing and implementing this Deed
- "Public Open Space"** means the areas of open space that are to be publicly accessible and to be provided both (i) as part of the Development and (ii) outside the Development on the Leasehold Land, in the locations shown shaded red on the plan attached to this Deed at Appendix 4
- "Public Open Space Strategy"** means a strategy which:
- (a) provides details of how the Owner will ensure that at all times the Public Open Space is maintained to a reasonable standard;
 - (b) provides details of the circumstances in which the Owner will need to prevent or restrict access to the Public Open Space or part or parts thereof temporarily for the following purposes:
 - (i) the maintenance, repair or improvement of the Public Open Space;
 - (ii) the laying, construction, inspection, maintenance, repair or renewal of any building or buildings immediately adjoining the Public Open Space (including the erection of scaffolding), or any services or service media serving such building or buildings;
 - (iii) closure for twenty four (24) hours in any calendar year to prevent the creation of any public rights of way over the Public Open Space;
 - (iv) to erect structures and furniture including hard and soft landscaping, tables and chairs, seats, market stalls, lighting, notices, signs and advertising materials;
 - (v) for any other purposes as may be agreed in advance with the Council from time to time;
 - (c) provides details of how the Owner will address any incidents involving antisocial behaviour, crime or disorderly behaviour, persistent fly-tipping or deposition of rubbish, camping or similar occupancy of the land for the purpose of residing overnight,
- and as may be revised from time to time with the agreement of the Council
- "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 Affordable Housing

"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
"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 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
"Reportable Unit"	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
"Reportable Unit (Energy Centre)"	means either a connection to third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a block or building)
"Reportable Unit (Residential)"	means an individual block or building of five or more flats or a group of five or more houses
"Reportable Unit (Non-Residential)"	means a building with a single occupier/tenant (including block of flats' communal areas) or a building with multiple tenants
"Residential Units"	means the 514 units of residential accommodation to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units and "Residential Unit" will be construed accordingly
"Review Date"	means the date of the submission of the Early Stage Development Viability Information pursuant to Paragraph 2 of Part 2 of Schedule 1
"Service Charges"	means all amounts payable by a tenant or owner (as appropriate) of the relevant Residential 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 Residential Unit
"Significant Under-Performance"	means where delivery of the total outputs specified in the Construction Training Scheme falls below 50 (fifty) per cent of the specified target
"Site"	means the land shown edged red the plan attached to this Deed at Appendix 1, registered at HM Land Registry under title numbers AGL36511, AGL111529 and AGL60297 and known as Former Master Brewer Motel Site, Freezeland Way, Hillingdon UB10 9PQ
"Social Rented Housing"	means rented housing owned and managed by the Council or an Affordable Housing Provider and let at Target Rents
"Specified Date"	means the date on which a Contribution becomes payable pursuant to the terms of this Deed
"Staircasing"	means the acquisition by a London Shared Ownership Housing lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% equity and "Staircased" shall be construed accordingly

"Statutory Undertaker"	means a statutory undertaker as defined by section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) Order 2015
"Substantial Implementation"	means the occurrence of the following in respect of the Development:- (a) completion of all ground preparation works for the first phase or block to be constructed together with all site-wide enabling works; and (b) construction of the first floor slab of the first block to be constructed within the Development; (c) letting of a contract for the construction for the whole of the Development and the term " Substantially Implement " will be interpreted accordingly
"Substantial Implementation Target Date"	means:- (a) the date 24 months from but excluding the date of grant of the Planning Permission; or (b) where a valid Substantial Implementation Target Date Delay Request is made by the Owner pursuant to Paragraph 1.7 of Part 2 of Schedule 1 any new date agreed pursuant to Paragraph 1.9 of Part 2 of Schedule 1 by the GLA and the Council or (in the event of a dispute) any new date determined pursuant to dispute resolution in accordance with Clause 18
"Substantial Implementation Target Date Delay Request"	means a request to extend the Substantial Implementation Target Date in accordance with Paragraph 1.7 of Part 2 of Schedule 1
"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
"Surplus Profit"	means the sum calculated in accordance with Formula 1a for the Early Stage Review
"Target Rents"	means rents for Social Rented Housing in accordance with the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
"Training Costs"	means the sum calculated using the following formula set out below, as prescribed within the Planning Obligations SPD as at the date of this Deed: <i>"£2,500 (two thousand five hundred pounds) for every £1,000,000 (one million pounds) worth of construction costs for the Development. Based on the average cost of training for one person on an NVQ construction course at college"</i> .
"Vehicle Actuated Speed Measures Contribution"	means the sum of five thousand pounds (£5,000) to be paid to the Council towards the provision of vehicle actuated signs or road markings on the westbound approach of Freezeland Way to support the 30 mph speed limit

"Working Days" means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or statutory Bank Holiday and **"Working Day"** shall be construed accordingly

1.2 In this Deed:-

- 1.2.1 references to Clauses, Schedules, Paragraphs, plans, drawings are unless otherwise stated references to Clauses and Schedules to this Deed and headings to Clauses of this Deed do not affect the interpretation or construction of this Deed;
- 1.2.2 words importing one gender will be construed as importing any other gender and words importing the singular will be construed as importing the plural and vice versa;
- 1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.2.4 references to the Owner or the GLA or the Council shall include the successor in title of that Party and in the case of the GLA and the Council shall also include any successor to its statutory functions and covenants restrictions obligations;
- 1.2.5 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by another person;
- 1.2.6 the planning obligations herein shall, subject to Clause 7, be enforceable by the GLA and the Council against the Parties and their respective successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them;
- 1.2.7 where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several; and
- 1.2.8 no variation to this Deed shall be effective unless made by Deed or pursuant to the determination of an application made under section 106A of the 1990 Act and in any event any variation to this Deed must be entered into by all of the Parties to this Deed.

2. **STATUTORY AUTHORITY AND ENFORCEABILITY**

2.1 This Deed is made pursuant to:-

- 2.1.1 section 2E and section 106 of the 1990 Act;
- 2.1.2 section 111 of the Local Government Act 1972;
- 2.1.3 section 1 of the Localism Act 2011;
- 2.1.4 section 16 of the Greater London Council (General Powers) Act 1974;
- 2.1.5 and all other enabling powers,

with the intent that the relevant obligations, agreements and covenants will be planning obligations so as to bind the Site and shall be enforceable as such by the GLA and the Council each as local planning authority.

2.2 The Parties agree that:-

- 2.2.1 the Leasehold Interest will:-

- (a) only be bound to the obligations, agreements and covenants contained in Schedule 6 of this Deed and, further, only to the extent that such obligations, agreements and covenants relate to the Leasehold Land; and
- (b) not be bound to any other obligations, agreements and covenants contained in this Deed;

2.2.2 to the extent that the obligations, agreements and covenants contained in Schedule 6 of this Deed apply to Leasehold Land, those obligations, agreements and covenants are only enforceable:-

- (a) against the proprietor of the Leasehold Interest from time to time and not against any person who has an interest in the land or part of the land forming the Site but not in that Leasehold Interest; and
- (b) for the time that that Leasehold Interest subsists.

2.3 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to section 106 of the 1990 Act.

2.4 The planning obligations within this Deed are compliant with regulation 122 of the CIL Regulations.

3. **CONDITIONALITY**

3.1 Subject to Clauses 3.2 and 3.3, this Deed will only come into effect and is conditional upon:-

- 3.1.1 the grant of the Planning Permission; and
- 3.1.2 Commencement of the Development.

3.2 Clauses 1-3, 4.2, 7.2, 7.3, 9, 10, 12-22 shall take effect on the date of this Deed,

3.3 Clauses 4.3 and 8 shall take effect on the grant of the Planning Permission.

4. **THE OWNER'S OBLIGATIONS**

4.1 The Owner covenants with the GLA and the Council to perform and observe its obligations set out in Schedule 1 to Schedule 6 of this Deed.

4.2 The Owner covenants to pay on or before completion of this Deed the GLA's and the Council's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

4.3 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Sum. For the avoidance of doubt the Project Management and Monitoring Sum shall be in addition to the costs referred to in sub-clause 4.2 above.

5. **THE COUNCIL'S AND GLA'S COVENANTS**

5.1 The GLA covenants with the Owner and the Council to comply with, perform and observe its obligations set out in this Deed.

5.2 The Council covenants with the Owner and the GLA to comply with, perform and observe its obligations set out in this Deed.

5.3 Nothing herein contained shall prejudice or affect the GLA's or the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the Development and any other subject matter of this Deed as if this Deed had not been executed by the GLA and the Council.

6. INDEXATION AND INTEREST ON CONTRIBUTIONS

6.1 The Contributions payable under this Deed shall be Index Linked.

7. LIABILITY AND ENFORCEMENT

7.1 Without prejudice to the GLA and the Council's statutory rights of access of entry the Owner shall permit the GLA and/or the Council and its authorised employees and agents upon reasonable notice to enter the Site at all reasonable times solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

7.2 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their interest in the Site (or in the event of a disposal of part of the Site against the part disposed) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

7.3 The covenants, restrictions and requirements contained in this Deed shall not be binding upon nor enforceable against:-

7.3.1 individual purchasers lessees and/or occupiers of Residential Units constructed on the Site pursuant to the Planning Permission not involved in the construction of the Development and who do not own any other type of interest in the Development save for:-

(a) the restrictions in Paragraph 2.2 of Schedule 2;

(b) in the case of an Affordable Housing Unit the restrictions in Paragraph 2 of Part 1 of Schedule 1; and

Provided That individual purchasers lessees and/or occupiers of Residential Units shall not Occupy a Residential Unit in breach of a restriction prohibiting Occupation until details have been submitted or works have been undertaken or contributions paid;

7.3.2 any mortgagee of a person identified pursuant to Clause 7.3.1 above;

7.3.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity gas water telecommunications or highways or drainage in connection with the Development of the Site;

7.3.4 any Chargee as set out in Part 2 of Schedule 1.

8. REGISTRATION & DISCHARGE

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

8.2 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall cancel all entries made in the Register of Local Land Charges in respect of this Deed.

9. LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION

9.1 If the Planning Permission is quashed following a judicial review or expires before the Development has Commenced or is revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect and the Council will cancel all entries made in the Register of Local Land Charges in respect of this Deed.

9.2 If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be in any way deemed thereby to be affected or impaired.

9.3 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) granted (whether or not on appeal) after the completion of this Deed.

10. **APPROVALS**

10.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing (including by email).

11. **POWERS OF THE GLA AND THE COUNCIL**

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

12. **NOTICES**

12.1 Unless otherwise expressly stated, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and shall be delivered personally or sent by pre-paid first class post or recorded delivery or by commercial courier as follows:-

12.1.1 in the case of the GLA at the address for the GLA given on page 1 of this Deed or any other address previously notified by the GLA in writing;

12.1.2 in the case of the Council at the address for the Council given on page 1 of this Deed or any other address previously notified by the Council in writing; and

12.1.3 in the case of the Owner at the address for the Owner given on page 1 of this Deed or any other address previously notified by the Owner in writing.

12.2 Any notice shall be deemed to have been duly received:-

12.2.1 if delivered personally, when left at the address referred to in this Clause 12;

12.2.2 if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting; or

12.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

PROVIDED THAT if a notice, demand or any other communication is served after 4.00 p.m. on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

12.3 Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council in accordance with this Clause 12 and shall cite the Deed reference.

13. **CHANGE OF OWNERSHIP**

13.1 The Owner in respect of its registered interest in the Site as recited above hereby warrants that:-

13.1.1 it has full power to enter into this Deed;

13.1.2 the title details referred to in the Recitals of this Deed are complete and accurate; and

13.1.3 it has obtained all necessary consents from any mortgagee, chargee or any other person having a title or interest in the Site to allow it to enter into this Deed.

13.2 The Owner covenants to give the Council and the GLA immediate written notice of any change in ownership of any of its legal interests in the Site occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Site purchased by reference to a plan or postal address (or registered office if a company) provided always that the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner occupier or tenant of any of the Residential Units and the new owner will not be involved in the construction or operation of the Development or the new owner is a mortgagee or chargee of such individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

14. **VAT**

14.1 All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of Value Added Tax ("**VAT**") properly payable in respect thereof provided that if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any VATable supplies properly incurred under this Deed.

15. **WAIVER**

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

16. **SEVERABILITY**

16.1 Each clause sub-clause schedule or Paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or Paragraph becomes or is invalid because one or more of such clause sub-clause schedule or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause sub-clause schedule or Paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or Paragraph contained therein.

16.2 If any provision in this Deed is held 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.

17. **INLAND AND THE MORTGAGEE'S CONSENT AND MORTGAGEE IN POSSESSION**

Inland and the Mortgagee hereby consent to the completion of this Deed and the Parties agree that any mortgagee or chargee, including Inland and the Mortgagee, who from time to time shall have the benefit of a charge or mortgage over or registered against any part of parts of the Site shall have no liability under this Deed unless and until it becomes mortgagee in possession of the Site or

part of the Site (the "**Relevant Part**") (or in the case of Inland becomes a successor to the Owner) in which case it too will observe and perform and be bound by the obligations of the Owner under this Deed that relate to that Relevant Part from the date it becomes mortgagee in possession of that Relevant Part to the date which is the earlier of (i) the date the mortgagee or chargee disposes of its interest in that Relevant Part and (ii) the date it is no longer mortgagee in possession of that Relevant Part.

18. **ARBITRATION**

18.1 In the event that there shall be any dispute between the Parties to this Deed in respect of any matter arising under the terms of this Deed and which dispute the Parties are unable to resolve any of the Parties may refer the matter to an expert (being a person as described below) (the "**Expert**") for determination SAVE THAT in no case shall any point be referred to the Expert which is a point that is in or relates to any matter in the Planning Permission itself.

18.2 The Expert shall be a person with knowledge and expertise in the subject matter of the dispute and in the event that the Parties cannot agree the identity of the person to be appointed as Expert pursuant to this Clause within fifteen (15) Working Days of one Party's notification to the other Party of that Party's decision to refer the matter to an Expert either Party may seek nomination of an Expert by the President for the time being of the appropriate professional body (whose nomination shall be binding on the Parties).

18.3 The costs of the Expert shall be in the award of the Expert.

18.4 The Expert shall (save with the agreement of all Parties) be restricted to settling disputes.

18.5 The decision of the Expert (other than in the case of manifest error) shall be binding on the Parties.

18.6 The provisions of this Clause do not apply in the case of any dispute or difference arising in connection with any matter covered by this Deed to the extent that the same is a dispute or difference as to a matter of law or concerning the interpretation of this Deed.

19. **THIRD PARTY RIGHTS**

This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

20. **JURISDICTION**

This Deed shall be governed by and construed and interpreted in accordance with the laws of England and Wales.

21. **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.

22. **COUNTERPART**

22.1 This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all of the counterparts shall together constitute one and the same agreement.

22.2 The Parties each hereby agree that:-

22.2.1 for the purposes of the execution of this Deed an electronically affixed seal and/or electronic or scanned signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each Party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document; and

- 22.2.2 plans and other appendices (as applicable) may be electronically signed/initialled; and
- 22.2.3 this Deed may be electronically dated and completed; and
- 22.2.4 further to completion of this Deed each Party will accept an electronic copy of the executed and completed Deed and/or counterparts in lieu of a hardcopy document.

SCHEDULE 1

AFFORDABLE HOUSING

PART 1

AFFORDABLE HOUSING PROVISIONS

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split (or, if applicable, an amended tenure mix arising through the provision of Additional Affordable Housing Units in accordance with Schedule 1) and the remaining Paragraphs of this Schedule 1.
- 1.2 The Affordable Housing Units and Additional Affordable Housing Units (if any) shall together not exceed 50% (by Habitable Room) of the Residential Units.
- 1.3 The Affordable Housing Units and the Additional Affordable Housing Units (if any) shall together not comprise more than 70% London Affordable Rent Housing.

2. AFFORDABLE HOUSING PROVISION

- 2.1 The Affordable Housing Units shall not be used for any purpose nor offered for sale or rent other than for Affordable Housing, save where otherwise provided in this Deed and the Owner shall not:-
 - 2.1.1 Occupy the London Affordable Rented Housing Units for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
 - 2.1.2 Occupy the London Shared Ownership Housing Units for any purpose other than for London Shared Ownership Housing for the lifetime of the Development, save where a London Shared Ownership Housing lessee has Staircased to 100% equity in respect of a particular London Shared Ownership Housing Unit; or
- 2.2 Unless the Council and the GLA approve otherwise first and in writing:-
 - 2.2.1 no lease may be granted of an London Shared Ownership Housing Unit other than a London Shared Ownership Lease; and
 - 2.2.2 a London Shared Ownership Lease may not be assigned underlet charged or otherwise dealt with or disposed of except for (i) a sale by way of an assignment of the whole, (ii) a charge of the whole to a mortgage lender or (iii) a surrender to the landlord;

PROVIDED THAT this Paragraph 2 shall not apply where the tenant under the London Shared Ownership Lease has Staircased.

Mix and Tenure

- 2.3 The mix and tenure of the Affordable Housing Units shall be as set out as below and as identified on the plans attached to this Deed at Appendix 2 unless otherwise approved by the Council and the GLA:-

	London Shared Ownership Housing		London Affordable Rented Housing		Total Affordable Housing	
	no.	% of total	no.	% of total	no.	% of total Affordable Housing Unit/Habitable Room provision
Affordable Housing Units	61	33.5%	121	66.5%	182	35.4%
Habitable Rooms	149	30.3%	343	69.7%	492	35.2%

Nominations of London Affordable Rent Housing Units

- 2.4 The Owner shall procure that the Affordable Housing Provider enters into a Nominations Agreement in a form first approved in writing by the Council no later than three months prior to Practical Completion.
- 2.5 The London Affordable Rent Housing Units shall not be first Occupied until a Nominations Agreement has been entered into, and thereafter the Owner shall not permit Occupation of 75% of such units on first letting otherwise than in accordance with such Nominations Agreement, unless otherwise agreed with the Council in writing.

Delivery of the Affordable Housing Units

- 2.6 The Owner shall Practically Complete 50% of the Affordable Housing Units prior to the Occupation of 50% of the Open Market Housing Units and the Owners shall not Occupy or permit Occupation of more than 50% of the Open Market Housing Units unless and until 50% of the Affordable Housing Units are Practically Complete and have been transferred to an Affordable Housing Provider or a lease of not less than 125 years has been granted to an Affordable Housing Provider in respect of them.
- 2.7 The Owner shall Practically Complete 100% of the Affordable Housing Units prior to the Occupation of 75% of the Open Market Housing Units and the Owner shall not Occupy or permit Occupation of more than 75% of the Open Market Housing Units unless and until 100% of the Affordable Housing Units are Practically Complete and have been transferred to an Affordable Housing Provider or a lease of not less than 125 years has been granted to an Affordable Housing Provider in respect of them.
- 2.8 The Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) are designed and constructed in accordance with the London Design Standards.
- 2.9 The Owner shall ensure that any Additional Affordable Housing Units (if applicable) are constructed in accordance with any Additional Affordable Housing Scheme.
- 2.10 The Owner shall unless otherwise agreed in writing by the GLA and the Council following the submission of an Additional Affordable Housing Scheme (if applicable):-
- 2.10.1 provide any London Affordable Rented Housing Units in the locations shown in the Additional Affordable Housing Scheme; and
- 2.10.2 provide any London Shared Ownership Housing Units in the locations shown in the Additional Affordable Housing Scheme.

Marketing of the London Shared Ownership Housing Units

- 2.11 Not less than 12 months prior to the estimated date of Practical Completion of the London Shared Ownership Housing Units the Owner shall procure that the Affordable Housing Provider submit to the Council for its approval the Marketing Plan and such units shall be disposed of in accordance with the approved Marketing Plan and Paragraph 2.13 below.
- 2.12 The Owner covenants not to commence the marketing of any of the London Shared Ownership Housing Units until the Marketing Plan has been approved in writing by the Council.
- 2.13 Each London Shared Ownership Unit shall be marketed:-
- 2.13.1 on first sale exclusively to Eligible Shared Ownership Housing Purchasers who are within Priority Band 1 for a period of at least three (3) months with priority for any marketing and sales being given to local residents who are Eligible Shared Ownership Housing Purchasers (the "**Exclusivity Period**");
- 2.13.2 following the expiry of the Exclusivity Period, the London Shared Ownership Housing Units may be marketed to Eligible Shared Ownership Housing Purchasers who are within Priority Band 2 in addition to Eligible Shared Ownership Housing Purchasers within Priority Band 1; and
- 2.13.3 Paragraphs 2.13.1 and 2.13.2 shall apply mutatis mutandis to any subsequent sales of the London Shared Ownership Housing Units except where a London Shared Ownership Housing lessee has Staircased to 100% equity in the relevant London Shared Ownership Unit.

3. AFFORDABLE HOUSING GRANT

- 3.1 The Owner covenants that:-
- 3.1.1 it will use reasonable endeavours to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant prior to Substantial Implementation (or such later date as may be agreed between the Parties);
- 3.1.2 if at the date of Substantial Implementation the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and in any event prior to contracting with any Affordable Housing Provider that is not able to provide or that does not have access to Affordable Housing Grant the Owner shall:-
- (a) serve a notice on the Council and the GLA stating that the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and include:-
- (i) details of the Affordable Housing Providers with whom the Owner has corresponded and copies of the correspondence with the Affordable Housing Providers including details of the terms on which the Affordable Housing Providers have been invited to tender and evidence that these are reasonable commercial terms;
- (ii) reasons for the approached Affordable Housing Providers not entering into a contract (subject to reasons having been provided by the Affordable Housing Providers);
- (b) approach other Affordable Housing Providers as the Council or the GLA shall nominate as having or able to access Affordable Housing Grant and if after a period of 3 months the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant the Owner shall serve a notice on the Council and the GLA

stating that the Owner has been unable to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant and include:-

- (i) details of the Affordable Housing Providers with whom the Owner has corresponded and copies of the correspondence with the Affordable Housing Providers including details of the terms on which the Affordable Housing Providers have been invited to tender and evidence that these are reasonable commercial terms
- (ii) reasons for the approached Affordable Housing Providers not entering into a contract (subject to reasons having been provided by the Affordable Housing Providers);

3.1.3 where the GLA and the Council are satisfied (acting reasonably) that the Owner has used reasonable endeavours to contract with an Affordable Housing Provider that is able to provide or that has access to Affordable Housing Grant the Owner shall be free to contract with any Affordable Housing Provider.

3.2 The Owner covenants that where the Owner does contract with an Affordable Housing Provider that is able to provide or who has access to Affordable Housing Grant the said Affordable Housing Grant shall be used to provide Additional Affordable Housing Units so that the Affordable Housing provision (ignoring any increase as a consequence of any Early Stage Review) shall equate to at least 40% of Residential Units by Habitable Room and the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval within 10 Working Days of the contract with an Affordable Housing Provider having been exchanged.

3.3 The Parties agree that this Part 1 of Schedule 1 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

4. CHARGE IN POSSESSION

4.1 Subject to this Paragraph 4 of this Part 1 of Schedule 1, the obligations contained within Paragraphs 2 of this Part 1 of Schedule 1 shall not be binding upon nor enforceable against any Chargee or any person or bodies deriving title through such Chargee.

4.2 In order to benefit from the protection granted by Paragraph 4.1 of this Part 1 of Schedule 1, a Chargee must:-

4.2.1 serve a Default Notice on the Council and the GLA to the Council's offices at the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (addressed to the Head of Planning and Head of Legal Services of the Council) and the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and a copy to the Director of Legal, Transport for London 5 Endeavour Square, London E20 1JN prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

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

4.2.3 subject to Paragraph 4.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with Paragraph 4.4 below.

4.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council and/or the GLA may serve an Intention Notice on the Chargee.

- 4.4 Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council the GLA and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) or the GLA an exclusive Option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:-
- 4.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 4.4.2 the price for the sale and purchase will be agreed in accordance with Paragraph 4.5.2 below or determined in accordance with Paragraph 4.6 below;
 - 4.4.3 provided that the purchase price has been agreed in accordance with Paragraph 4.5.2 below or determined in accordance with Paragraph 4.6 below, but subject to Paragraph 4.4.4 below, the Council (or its nominated substitute Affordable Housing Provider) or the GLA (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;
 - 4.4.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option PROVIDED THAT the Council has first obtained the GLA's prior written approval and (ii) the expiry of the Moratorium Period; and
 - 4.4.5 any other terms agreed between the parties to the Option (acting reasonably);

PROVIDED THAT in the event that both the GLA and the Council serve an Intention Notice, the Intention Notice served by the Council will take priority

- 4.5 Following the service of the Intention Notice:-
- 4.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) or the GLA (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
 - 4.5.2 the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:-
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 1; and
 - (b) (unless otherwise agreed in writing between the GLA or the Council (or the GLA or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee) the Sums Due.

- 4.6 On the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) or the GLA and the Chargee have not agreed the price pursuant to Paragraph 4.5.2(a) above:-
- 4.6.1 the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or the GLA's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the identity of an independent

surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

- 4.6.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or the GLA's nominated substitute Affordable Housing Provider) (as appropriate) 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 ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 4.6.3 the independent surveyor shall determine the price reasonably obtainable referred to at Paragraph 4.5.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;
 - 4.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 4.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 4.6.6 the independent surveyor shall make his/her decision and notify the Council, the GLA, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than ten (10) Working Days after his/her appointment and in any event within the Moratorium Period; and
 - 4.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 4.7 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in Paragraph 2 of this Part 1 of Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:-
- 4.7.1 the Council or the GLA have not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 4.7.2 the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or its nominated substitute Affordable Housing Provider) (as appropriate) 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
 - 4.7.3 the Council (or its nominated substitute Affordable Housing Provider) or the GLA (or its nominated substitute Affordable Housing Provider) (as appropriate) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 4.8 The Council (and its nominated substitute Affordable Housing Provider, if any) and the GLA (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under this Paragraph 4.

PART 2

EARLY STAGE REVIEW

1. EARLY IMPLEMENTATION VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the Council and the GLA in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council and/or the GLA to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the Council or the GLA, the Owner shall provide to the Council and the GLA any additional documentary evidence reasonably requested by the Council or the GLA to enable it to determine whether the 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 1, the Owner shall afford the Council and the GLA 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 and the GLA 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 twenty (20) Working Days after the Council and the GLA receive:-
- 1.4.1 notice pursuant to Paragraph 1.1 of this Part 2 of Schedule 1; or
 - 1.4.2 if the Council and the GLA makes a request under Paragraph 1.2 of this Part 2 of Schedule 1, the additional documentary evidence,
- the Council (and if it elects to do so the GLA) shall inspect the Site and thereafter provide written confirmation to the Owner within 10 Working Days of the inspection date as to whether or not the Council (and if the GLA has inspected the Site, the GLA) considers that the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 Subject to Paragraph 1.6 below, if the Council or the GLA notify the Owner that the Council or the GLA considers that the Substantial Implementation has not been achieved then this Paragraph 1 shall continue to apply until the Council (and if the GLA has inspected the Site, the GLA) has notified the Owner pursuant to Paragraph 1.4 of this Part 2 of Schedule 1 that the Substantial Implementation has been achieved.
- 1.6 If the GLA elects to inspect the Site, its decision as to whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date (as notified to the Owner under Paragraph 1.4 above) shall override the Council's decision in relation to the same (if any).
- 1.7 If Substantial Implementation did not occur on or before the Substantial Implementation Target Date because of delay due to the effect of Coronavirus (COVID-19) the Owner may request a Substantial Implementation Target Date Delay Request Provided That a Substantial Implementation Target Date Delay Request:-
- 1.1.2 may not request an extension for any act or omission on the part of the Owner; and

- 1.1.3 must relate to delays that are directly as a result of the Covid-19 pandemic.
- 1.8 A Substantial Implementation Target Date Delay Request must include at least the following:-
 - 1.8.1 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 Covid-19 pandemic;
 - 1.8.2 the reasons why the delay(s) has occurred and why this is directly as a result of the Covid-19 pandemic; and
 - 1.8.3 be supported by appropriate evidence to substantiate the reasons provided for the Substantial Implementation Target Date Delay Request.
- 1.9 Upon receipt of a Substantial Implementation Target Date Delay Request the GLA and the Council shall review it and by the date which is 20 Working Days from their respective receipt of it they shall respond either:-
 - 1.9.1 confirming agreement to the new Substantial Implementation Target Date proposed by the Owner shall apply; or
 - 1.9.2 proposing their own new Substantial Implementation Target Date; or
 - 1.9.3 requesting further information from the Owner in relation to any matter contained within the Substantial Implementation Target Date Delay Request; or
 - 1.9.4 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.
- 1.10 Any dispute between the Parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date including a dispute arising from a failure by the Council (and, if the GLA has elected to inspect the Site, the GLA) to provide the written confirmation in Paragraph 1.4 above within the time period specified in that Paragraph and/or a Substantial Implementation Target Date Delay Request may be referred to dispute resolution in accordance with Clause 18.
- 1.11 The Owner shall not Occupy the Development or any part thereof until:-
 - 1.11.1 the Council (and, if the GLA has elected to inspect the Site, the GLA) has notified the Owner pursuant to Paragraph 1.4 of this Part 2 of Schedule 1 that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - 1.11.2 the GLA has confirmed in writing pursuant to Paragraph 3.9 of this Part 2 of Schedule 1 its agreement with the Council that no Additional Affordable Housing Units are required; or
 - 1.11.3 if the GLA has confirmed in writing pursuant to Paragraph 3.9 of this Part 2 of Schedule 1 that Additional Affordable Housing Units are required, the GLA has confirmed pursuant to this Schedule 1 its approval of an Additional Affordable Housing Scheme.

2. SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council or the GLA under Paragraph 1.6 of this Part 2 of Schedule 1 or pursuant to dispute resolution in accordance with Clause 18):

2.1.1 the Owner shall submit to the GLA and the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to Paragraph 1.6 of this Part 2 of Schedule 1 or the date that an Expert has determined pursuant to Clause 18 that Substantial Implementation has been achieved, on the basis that the Council or the GLA may make such information publicly available:-

- (a) the Early Stage Development Viability Information;
- (b) a written statement that applies the applicable Early Stage 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
- (c) 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 and of this Part 2 of Schedule 1 shall apply.

3. ASSESSMENT OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council and/or the GLA shall assess the information submitted pursuant to Paragraph 2.1.1 of Part 2 of Schedule 1 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 and/or the GLA 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 and the Owner having the opportunity to make representations in respect of such evidence and for further avoidance of doubt such evidence may be subject to dispute resolution under Clause 18.

3.2 The Council and the GLA may jointly or individually appoint an External Consultant to assess the information submitted pursuant to Paragraph 2.1.1 of this Part 2 of Schedule 1 PROVIDED THAT:-

3.2.1 the External Consultant(s) must be appointed not later than ten (10) Working Days after submission of the information under Paragraph 2.1.1 above; and

3.2.2 any External Consultant(s) so appointed will report to the Council or the GLA (as appropriate, with a copy to the other) or both (if the External Consultant is jointly appointed by the Council and the GLA):-

- (a) not later than thirty (30) Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to Paragraph 2.1.1 of this Part 2 of Schedule 1, if no request is made under Paragraph 3.3 below; or
- (b) not later than twenty-five (25) Working Days after the date of receipt by the External Consultant(s) of the information submitted pursuant to Paragraph 3.4 below, if a request is made under Paragraph 3.3 below.

3.3 Not later than twenty (20) Working Days after submission of the information under Paragraph 2.1.1 above, the GLA, the Council and/or an External Consultant(s) (as applicable and with copies to the other Parties) may request in writing from the Owner further Early Stage Development Viability Information or supporting evidence of the same.

3.4 The Owner shall provide any reasonably required information to the Council, the GLA or the External Consultant(s) (as applicable and with copies to the other Parties) within ten (10) Working Days of receiving a request under Paragraph 3.3 above.

3.5 The process in Paragraphs 3.3 and 3.4 may be repeated until the Council and the GLA and/or the External Consultant(s) (as applicable) have all the information they reasonably require to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 with the periods in 3.2.2(b), 3.3, 3.4 and 3.6.2 of this Part 2 of Schedule 1 restarting accordingly.

3.6 Not later than:-

3.6.1 forty (40) Working Days from the submission of the information under Paragraph 2.1.1 above, if no request is made under Paragraph 3.3 above; or

3.6.2 thirty (30) Working Days from the date of receipt by the Council of the information submitted pursuant to Paragraph 3.4 above, if a request is made under Paragraph 3.3 above

the Council shall notify the GLA and the Owner in writing of the Council's intended decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved by the Council.

3.7 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise or if the Additional Affordable Housing Scheme initially submitted is not approved by the Council the Owner shall provide an Additional Affordable Housing Scheme to the Council (with a copy to the GLA) for approval within fifteen (15) Working Days of the date on which it receives the Council's notice pursuant to Paragraph 3.6.

3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to Paragraph 3.7 above, the Council shall notify the GLA and the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, Paragraph 3.7 and this 3.8 shall continue to apply mutatis mutandis.

3.9 Not later than fifteen (15) Working Days after receipt of the Council's notification under Paragraph 3.6 above or, if later, the Council's notification under Paragraph 3.8 above, the GLA shall confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision under Paragraphs 3.6 to 3.8 of this Part 2 of Schedule 1 (including whether to approve the Additional Affordable Housing Scheme, if submitted) as soon as reasonably practicable after receiving notice of that intended decision and the GLA (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence being relevant and also being provided to the Owner and the Council and:-

3.9.1 if the GLA agrees with the Council's intended decision under Paragraphs 3.6 or 3.8 (as applicable) Paragraphs 3.10 and 3.11 below shall apply (if relevant); and

3.9.2 if the GLA disagrees with the Council's intended decision:-

(a) it shall provide reasons to which the Owner and the Council shall have regard;

(b) the Owner shall submit, or re-submit, an Additional Affordable Housing Scheme for approval by the Council, if required by the GLA, not later than twenty (20) Working Days after the GLA's confirmation pursuant to this Paragraph 3.9;

(c) the Council shall notify the GLA and the Owner in writing of its intended decision as to whether the Additional Affordable Housing Scheme re-submitted under this Paragraph 3.9 is approved not later than 20 Working Days after the Owner's submission pursuant to Paragraph 3.9.2(b) above; and

(d) this Paragraph 3.9 shall apply mutatis mutandis

PROVIDED THAT if the Owner has referred the matter to dispute resolution pursuant to Paragraph 3.7 of this Part 2 of Schedule 1 the Owner shall not be required to submit or re-submit an Additional Affordable Housing Scheme for approval unless and until the Expert has determined that such Additional Affordable Housing Scheme is required.

3.10 If the Council's assessment pursuant to Paragraph 3.6 concludes, and the GLA has confirmed in writing its agreement with such conclusion in accordance with Paragraph 3.9.1 above, that

3.10.1 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

3.10.2 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 Early Stage Review Contribution towards offsite Affordable Housing in accordance with Paragraph 4.1.2 below.

3.11 The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to Paragraph 2.1.1 including those of the External Consultant(s) within twenty (20) Working Days of receipt of a written request for payment.

3.12 Following the GLA's confirmation pursuant to Paragraph 3.9 above or if the GLA fails to provide that confirmation within the time period specified in Paragraph 3.8 above, any Party may refer the matter to dispute resolution pursuant to Clause 18 to determine whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 (and, if so, how many).

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

4.1 Where it is determined pursuant to Paragraphs 3.9 or 3.12 of this Part 2 of Schedule 1 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 50% of the Open Market Housing Units unless and until it has:-

4.1.1 practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and/or the GLA and made them available for Occupation; and

4.1.2 paid any remaining Surplus Profit pursuant to Paragraph 3.10 of this Part 2 of Schedule 1 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

4.2 The Parties agree that the terms of Paragraph 2 of Part 1 of Schedule 1 shall apply to the provision of any Additional Affordable Housing Units.

5. PUBLIC SUBSIDY

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

6. MONITORING

6.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

- 6.2 The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to Paragraph 3.6 or 3.7 of this Part 2 of Schedule 1 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under Paragraph 3.6 of this Part 2 of Schedule 1:-
- 6.2.1 the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
 - 6.2.2 any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
 - 6.2.3 the amount of any financial Early Stage Review Contribution payable towards offsite Affordable Housing pursuant to Paragraph 3.10 of this Part 2 of Schedule 1.

PART 3**FORMULA 1A****Early Stage Review Surplus Profit**

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

Where:

X = Surplus Profit available for Additional Affordable Housing Units

A = Estimated GDV as determined at the Review Date (£)

B = $A \div (C + 1)$ assumed application stage GDV at the date of the Planning Permission (£)

C = percentage (%) change in the value of the Development from the grant of the Planning Permission to the Review Date using the percentage change in the Land Registry House Price Index for Hillingdon from the grant of the Planning Permission to the Review Date

D = Estimated Build Costs as determined at the Review Date (£)

E = $D \div (F + 1)$ assumed application stage Build Costs at the date of the Planning Permission (£)

F = percentage (%) change in build costs from the grant of Planning Permission to the Review Date (BCIS Index)

P = $(A - B) * Y$ Owner's profit on change in GDV (£)

Y = developer profit as a blended percentage based on 17.5% of GDV for the private residential component and 15% of GDV for the Commercial Floorspace as determined as part of the review (%)

Notes:

$(A - B)$ represents the change in GDV of the private residential component from the date of the Planning Permission to the Review Date (£).

$(D - E)$ represents the change in Build Costs from the date of the Planning Permission to the Review Date (£).

P is the Owner's profit on the change in GDV (£).

PART 4**FORMULA 2****Additional Affordable Housing Units**

X = additional London Affordable Rent 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 Rent Housing Value (£ per m²)

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

D = average Habitable Room size for the Development (17.1m²)

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

F = percentage 70 (%) of Surplus Profit available for Additional Affordable Housing Units to be used for London Affordable Rent Housing

G = percentage 30 (%) of Surplus Profit available for Additional Affordable Housing Units to be used for London Shared Ownership Housing

Notes:

(A – B) represents the difference in Average Open Market Housing Value (per m²) and Average London Affordable Rent Housing Value (per m²) (£)

(A – C) represents the difference in Average Open Market Housing Value (per m²) and Average Shared Ownership Housing Value (per m²) (£)

(E * F) represents the Surplus Profit to be used for London Affordable Rent Housing (£)

(E * G) represents the Surplus Profit to be used for London Shared Ownership Housing (£)

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

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

X and Y are subject to the Affordable Housing Cap.

SCHEDULE 2

TRANSPORT

1. CAR CLUB

- 1.1 The Owner covenants and agrees with the Council as follows:-
- 1.2 Not to Occupy or cause or permit Occupation of the Residential Units until such time as:-
- 1.2.1 the Owner has entered into an agreement with the Car Club Operator to operate a Car Club from at least one Car Club Space without charge for the Car Club Membership period of three (3) years from first Occupation of each Residential Unit for the first occupier(s) of each Residential Unit to become members of the Car Club;
- 1.2.2 the Owner has made available the Car Club Space or if required by the Car Club Operator the Car Club Spaces to the Car Club Operator for the purposes of operating the Car Club on the Site and the space shall be provided free of charge and for use by a Car Club Operator for the lifetime of the Development.
- 1.3 To promote the Car Club within the Development and to notify all prospective first occupiers of the Residential Units of the availability of the Car Club and to provide evidence of such notifications to the Council on request.
- 1.4 To give the Council ten (10) Working Days written notice prior to entering into an agreement with the Car Club Operator and to provide with that notice details of the agreement, the Car Club Operator and the anticipated date of commencement of the Car Club for the Council's approval.
- 1.5 To permit general members of the public not resident at the Development to enter the publicly-accessible parts of the Site to the extent necessary to gain access to the Car Club Space for the purposes of using the Car Club.
- 1.6 To offer Car Club Membership to the first household to Occupy each Residential Unit, such offer to remain valid for six (6) months from the date of the offer.
- 1.7 To provide Car Club Membership to the first household to Occupy each Residential Unit upon explicit acceptance of the offer pursuant to Paragraph 1.6 above provided the offer is accepted within 6 months of being made.
- 1.8 To provide the Car Club at no cost to the Owner (other than the Car Club Membership) and beyond the Car Club Membership period of three years unless the requirements of Paragraph 1.9 below are satisfied.
- 1.9 In the event that:-
- 1.9.1 usage data submitted by the Car Club Operator indicates that the Car Club is unviable and the Council agrees that it is not viable to continue the Car Club beyond the initial Car Club Membership period of three years beginning with the date of commencement of operation of the Car Club;
- 1.9.2 the Council do not agree that it is not viable to continue the Car Club beyond the initial Car Club Membership period of three years beginning with the date of commencement of operation of the Car Club and the Owner has used reasonable endeavours (including carrying out any reasonable recommendations made by the Council) and has failed to procure an alternative Car Club Operator

then save for Paragraph 1.10 below the obligations in this Deed in respect of the operation of the Car Club shall be deemed fully complied with and discharged.

- 1.10 The Car Club Space shall remain available for future use by a Car Club Operator, free of charge and at no cost to the Owner should demand for a new Car Club be demonstrated. The Car Club Space may be reallocated for a temporary use (which has been approved by the Council) in the interim period.

2. PARKING PERMIT RESTRICTIONS

- 2.1 The Owner covenants and agrees with the Council as follows:-
- 2.2 Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Residential Unit nor to knowingly permit any owner or occupier of the Residential Unit to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Residential Unit it shall be surrendered to the Council within seven (7) days of written demand.
- 2.3 That all material used for advertising or marketing the Residential Units for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.
- 2.4 That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Residential Unit the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Residential Unit):

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. []]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”

3. HIGHWAY WORKS

- 3.1 The Owner and the Council shall enter into the Highways Agreement to carry out the following works:-
- 3.1.1 The entrance to the site at the south eastern corner of the site takes the form of a gateway, acting as an extension of the high street, with landscaped public realm;
- 3.1.2 Widening / modernising pedestrian islands across north, east and south arms of the junction to enhance safety and to provide additional space for wheelchair users, pedestrians with pushchairs, and cyclists. The eastern crossing will be upgraded to a toucan crossing;
- 3.1.3 Southbound approach from Long Lane North will be re-aligned to allow for the widening of the pedestrian crossing islands on the north and south junction arms;
- 3.1.4 A new right-turn filter along Freezeland Way (to the east of the Hillingdon Circus junction) will be installed to provide vehicular access into the site from Freezeland Way westbound;
- 3.1.5 Footways at the X90 / Oxford Tube bus stop along Freezeland Way will be widened to allow for a suitable bus shelter and the said bus shelter provided. Dropped kerbs will also be provided to allow for improved mobility impaired access;

- 3.1.6 An enhancement to the western arm of the Hillingdon Circus Junction Western Avenue approach (A437) to include widening of the carriageway approach and 'left turn' lane road marking realignment;
- 3.1.7 The optimisation of the signalised 'Hillingdon Circus' junction (following a review to be coordinated with TfL) to ensure that the most appropriate signal timings are in place in order to maximise capacity and minimise vehicle queue lengths with provision for sufficient pedestrian 'green time' on each junction arm; and
- 3.1.8 Improvements to the service road approach in Freezeland Way (fronting the site), subject to the findings of a Highway safety audit, to include the introduction of a 'No-entry' prohibition at the western end of the service road in proximity of the site entrance to assist in avoiding potential conflict between vehicles leaving the site egress and vehicles approaching eastbound from the signal junction.

- 3.2 The Owner covenants with the Council to submit plans showing details of the Highway Works to the Council for approval.
- 3.3 The Owner and the Council shall enter into the Highways Agreement for the Owner to carry out or appoint a contractor to carry out the Highway Works or for the Highway Works to be carried out by the Council or a contractor appointed by the Council and approved by the Owner.
- 3.4 The Owner shall not Occupy or permit Occupation of any part of the Development until the Highway Works have been completed to the Council's satisfaction in accordance with the Highways Agreement.

4. MONITORING FOR DISPLACED PARKING

- 4.1 Prior to Occupation of 50% of the Residential Units the Owner shall submit the Parking Demand Survey Methodology to the Council for approval.
- 4.2 The Owner shall not Occupy more than 75% of the Residential Units until the Parking Demand Survey Methodology has been approved by the Council.
- 4.3 The Owner shall undertake a parking survey in accordance with the Parking Demand Survey Methodology approved pursuant to Paragraph 4.1 above not before Occupation of 75% and no later than Occupation of 95%.
- 4.4 The Owner shall submit the results of the Parking Demand Survey to the Council for approval as soon as reasonably practicable following the carrying out of the Parking Demand Survey in accordance with Paragraph 4.3 above.
- 4.5 If the results of the Parking Demand Survey identify any undue parking displacement which has been generated by the Development then the Owner shall pay the proportionate amount of the Displaced Parking Remediation Contribution to offset any undue parking displacement as agreed between the Owner and the Council in writing within 30 Working Days of the Council approving the results of the Parking Demand Survey pursuant to Paragraph 4.4 above.

5. VEHICLE ACTUATED SPEED MEASURES CONTRIBUTION

The Owner shall not Occupy the Development until the Vehicle Actuated Speed Measures Contribution has been paid to the Council.

SCHEDULE 3

CONSTRUCTION TRAINING SCHEME

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

Construction Training Scheme: In-kind Provision

1. Securing an employment or training agreement is the Council's priority. The Construction Training Contribution will only be acceptable in exceptional circumstances as set out in the Planning Obligations SPD.
2. Prior to or on Commencement of Development to meet (along with the Owner's main contractor) with representatives from the Council's partnership team and agree the basis and methodology of the Construction Training Scheme for this Development.
3. The Owner shall implement and adhere to the agreed Construction Training Scheme during the construction of the Development in order that the obligations in this Schedule are met.
4. The Owner shall issue a written statement to prospective contractors and sub-contractors at the tendering of work stage for the Development which sets out the obligations in this Schedule and the Owner's commitment to ensuring that the obligations contained in this Schedule are complied with.
5. Prior to or on Commencement of the Development the Owner and the Council shall agree the Co-ordinator Costs (if any).
6. Prior to or on Commencement of the Development the Owner shall pay the agreed Co-ordinator Costs to the Council (if any).
7. Not to Commence or cause or permit to be Commenced any part of the Development until the obligations contained in Paragraphs 2 – 6 of this Schedule have been complied with, subject to Paragraph 9 below.
8. In the event of Significant Under-Performance, the Council reserves the right to request in writing the Construction Training Contribution. The Owner will have a period of not less than twenty eight (28) Working Days to address any Significant Under-Performance from the date of the written notice by the Council prior to making the said payment and if within that twenty eight (28) Working Days delivery rises to fifty (50) per cent or more of the total outputs specified in the Construction Training Scheme then the Construction Training Contribution will not be payable by the Owner and the request for payment will be withdrawn by the Council.

Construction Training Contribution in lieu

9. The Construction Training Scheme will not be required and the obligations within Paragraphs 2 – 8 (inclusive) above shall not apply where the Owner and the Council agree in writing prior to or on Commencement of Development that the Owner shall pay the Construction Training Contribution in lieu of provision of the Construction Training Scheme. In the event that the Parties agree that the Construction Training Contribution is due this shall be paid to the Council prior to or on Commencement of the Development.
10. Not to Occupy or cause to be Occupied any part of the Development before either:-
 - 10.1 the approved Construction Training Scheme has been implemented and delivered by the Owner throughout the construction period of the Development in accordance with the approved Construction Training Scheme and the Co-ordinator Costs have been paid to the Council (if any) pursuant to Paragraphs 2 to 7 above; or

- 10.2 in the event of Significant Under-Performance the Construction Training Contribution has been paid to the Council pursuant to Paragraph 8 above; or
- 10.3 the Construction Training Contribution has been paid to the Council pursuant to Paragraph 9 above.

SCHEDULE 4

OTHER OWNER COVENANTS

1. NOTICES

1.1 The Owner covenants with the GLA and the Council to provide at least ten (10) Working Days advance written notice to the Council and the GLA of:-

1.1.1 the intended date of Commencement of Development;

1.1.2 the intended date of Substantial Implementation of the Development;

1.1.3 the date 6 months prior to anticipated first Occupation;

1.1.4 the intended date of first Occupation of the Development;

1.1.5 the intended date of Occupation of more than 50% of the Residential Units;

or such other prior written notice period as may be agreed in writing by the Council and the GLA.

2. FINANCIAL CONTRIBUTIONS

2.1 The Owner covenants with the GLA and the Council to pay to the Council on or prior to the commencement of the Above Ground Works:-

2.1.1 the Carbon Offset Contribution;

2.1.2 the Drainage Contribution;

2.1.3 the Landscape Screening and Ecological Mitigation Contribution;

2.1.4 the Bus Improvement Contribution (for payment to TfL); and

2.1.5 the Bus Priority Measures Contribution.

2.2 The Owner covenants not to commence the Above Ground Works until the contributions referred to in Paragraph 2.1 have been paid to the Council.

3. ENERGY MONITORING

3.1 Within eight (8) weeks of the grant of the Planning Permission, the Owner shall submit to the GLA accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section / chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it), for the Development. This should be submitted to the GLA's Energy Monitoring Portal in accordance with the 'Be seen' energy monitoring guidance.

3.2 Prior to each building within the Development being Occupied, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of the Development, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. The Owner should also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it).

3.3 Upon completion of the first year of Occupation or following the end of the Defects Liability Period (whichever is the later) and for the following four (4) years after that date, the Owner is required to

provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the development as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence should be uploaded to the GLA's Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' energy monitoring guidance document (or any document that may replace it) for at least five (5) years.

- 3.4 In the event that the 'In-use stage' evidence submitted under paragraph 3.3 shows that the 'As-built stage' performance estimates derived from paragraph 3.2 have not been or are not being met, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal. An action plan comprising measures identified in this subparagraph 3.4 shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA should be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 5**TRAVEL PLAN**

In this Schedule 5 the following definitions shall apply:-

"Auditor"	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring
"Car"	means a solely four wheeled motor vehicle
"Employees/Residents/Users"	means a person making the journey to/from the Development
"Monitoring"	means a survey of residents of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by residents/users when travelling between the Development and their employment on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
"Monitoring Period"	means the period not less than five (5) years beginning on 50% Occupation of the Development
"Targets"	means the targets for achieving the shift in the proportion of persons travelling to and from the Development using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development
"Travel Plan"	means the plan to be provided, adopted and implemented by the Owner as approved in writing by the Council. The Travel Plan will encourage and enable occupiers of the Residential Units to travel and from the Site by means of transport other than an a driver-only private car
"Travel Plan Bond"	means the bond in the sum of twenty thousand pounds (£20,000) to secure the obligations in this schedule and in the Travel Plan in a form first approved by the Council in writing
"Travel Plan Co-ordinator"	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than Monitoring Period in order to achieve the objectives of the Travel Plan

1. TRAVEL PLAN

- 1.1 The Development shall not be Occupied until the Travel Plan has been submitted to and approved in writing by the Council.
- 1.2 The Travel Plan shall include:-
- 1.2.1 details as to compliance with TfL methodology adopted at the date of this Deed and details of the methodology to be used to implement and monitor the Travel Plan;
 - 1.2.2 a timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 1.2.3 the period following Occupation of the Development when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets.
- 1.3 The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than three (3) months following 50% Occupation of the Development.
- 1.4 The Owner shall:-
- 1.4.1 fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein; and
 - 1.4.2 thereafter comply with the Travel Plan for the Monitoring Period.

2. TRAVEL PLAN CO-ORDINATOR AND MONITORING

- 2.1 The Owner shall not Occupy any part of the Development until:-
- 2.1.1 a Travel Plan Co-ordinator has been appointed; and
 - 2.1.2 details of the name, office, address, email address and telephone number of the Travel Plan Co-ordinator have been supplied to TfL (at the address for service for the GLA as set out in Clause 12 of this Deed) and the Council.
- 2.2 The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.
- 2.3 In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason during the Monitoring Period, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
- 2.4 Following approval of the Travel Plan, the Travel Plan Co-ordinator shall monitor and review the Travel Plan for the Monitoring Period including undertaking the following:-
- 2.4.1 within twenty (20) Working Days of the Occupation of the Development, providing written details of the Travel Plan to all new occupiers;
 - 2.4.2 using reasonable endeavours to ensure that occupiers comply with the Travel Plan;
 - 2.4.3 undertaking the initial Monitoring survey which shall not be carried out later than one (1) year after 50% Occupation of the Development;
 - 2.4.4 an annual review of the Travel Plan during the Monitoring Period and providing a written report to the Council within twenty (20) Working Days of this review;

2.4.5 supplying the Council with a statistical summary of the modes of transport used by employees employed in the Development disclosed by any monitoring surveys or copies of any questionnaires completed by employees (subject to compliance with all data protection laws); and

2.4.6 securing that the results of each Monitoring are verified by an Auditor:-

(a) within two (2) calendar months of the monitoring surveys being complete; and

(b) using methods that accord with the reasonable requirements of the Council.

2.5 The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty (20) Working Days (or such longer period as agreed between the Owner and the Council) of such recommendation being made by the Council.

3. TRAVEL PLAN BOND

3.1 The Owner shall enter into a Travel Plan Bond in order to secure due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.

3.2 The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of:-

3.2.1 a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan; or

3.2.2 failure to achieve Targets.

3.3 The Council shall only be entitled pursuant to Paragraph 3.2 above to drawdown any of Travel Plan Bond as is necessary in order to cover the reasonably and properly incurred cost the Council incurs in carrying out the Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan, to include implementing measures to achieve Targets.

3.4 The Travel Plan Bond shall be immediately released back to the Owner (together with any interest accrued) following the expiration of the Monitoring Period.

3.5 The obligations in this Schedule shall be deemed fully complied with and discharged following the expiration of the Monitoring Period.

SCHEDULE 6

PUBLIC OPEN SPACE

1. PUBLIC OPEN SPACE

- 1.1 Unless otherwise agreed by the Council and subject to the provisions of Paragraphs 1.2 to 1.7 of this Schedule, the Owner shall allow members of the public who may or may not live or work on any part of the Development to have free access on foot to and over the Public Open Space at all times every day throughout the year from the date the Public Open Space is ready and fit for use by the general public.
- 1.2 The Parties agree that there is no intention to create any public rights of way over the Public Open Space and that the access of members of the public to and over the Public Open Space shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or part or parts thereof.
- 1.3 No later than three (3) months prior to the Public Open Space being ready and fit for use by the general public the Owner shall submit to the Council for its approval a Public Open Space Strategy.
- 1.4 The Owner may submit a revised Public Open Space Strategy to the Council for approval from time to time.
- 1.5 The Council in approving the Public Open Space Strategy shall take into account, amongst other things, the financial implications of the Public Open Space Strategy.
- 1.6 The Owner shall fully comply with the Public Open Space Strategy as approved by the Council at all times Provided Always That the Owner may prevent or restrict access to the Public Open Space or part or parts thereof for the minimum period necessary in cases of emergency or some danger to the public or in the interests of health, safety and/or security or in accordance with the lawful requirements of the police or other competent body.
- 1.7 Without prejudice to any other matters in this Deed being able to be referred to arbitration pursuant to Clause 18, the Parties acknowledge and agree explicitly that the provisions of this Schedule 6 can be referred to an arbitrator pursuant to Clause 18.

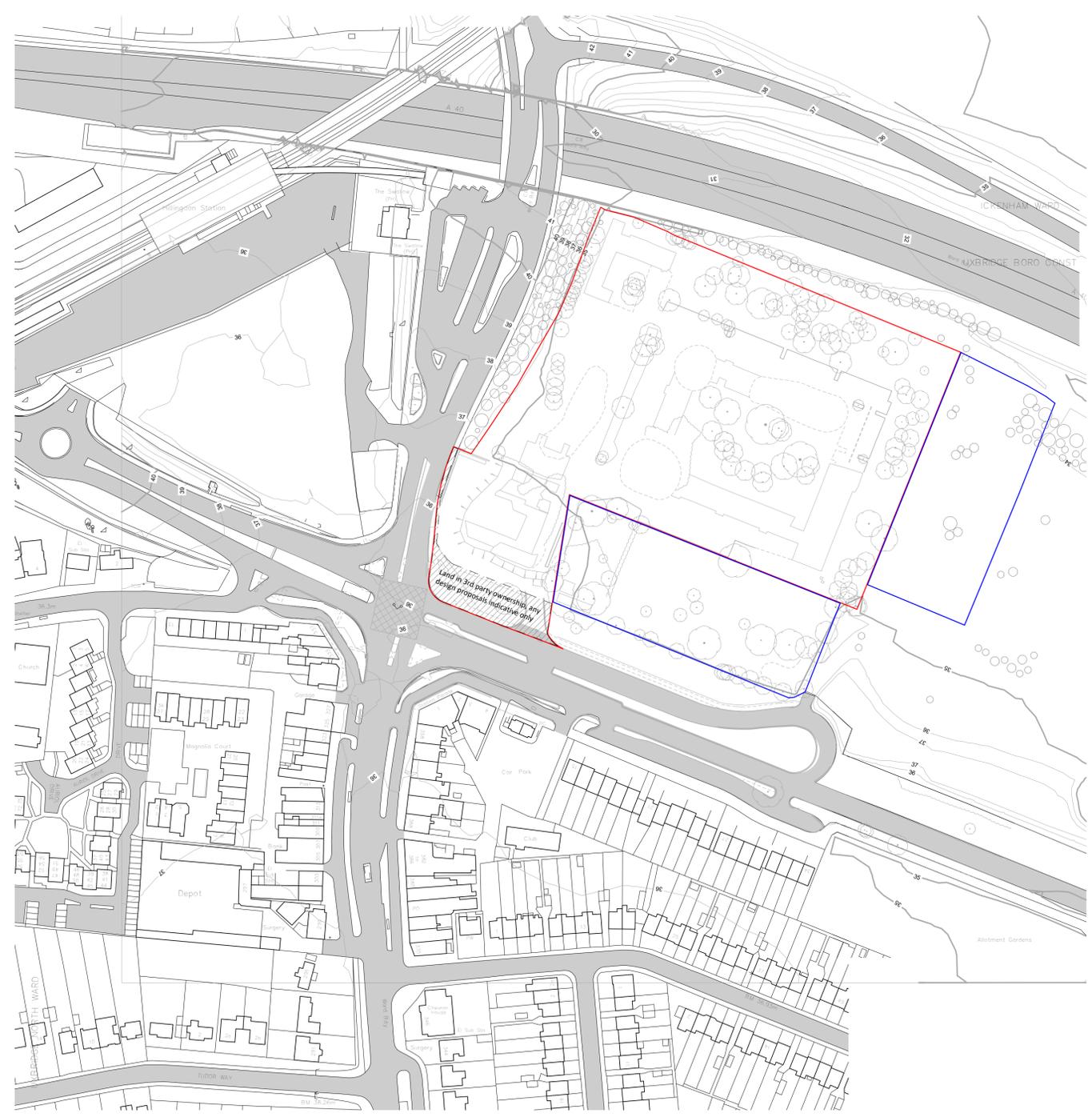
SCHEDULE 7

THE COUNCIL'S COVENANTS

1. The Council covenants with the Owner:-
 - 1.1 to use the Contributions for the purposes set out in this Deed;
 - 1.2 to hold the Contributions (other than the Bus Improvement Contribution which is to be paid on to TfL) in an interest bearing account;
 - 1.3 to pay the TfL Contributions to TfL within ten (10) Working Days of receipt of the same from the Owner.
 - 1.4 to repay to the person that made the payment any Contributions or parts thereof (and any interest accrued) which are unspent or unallocated five (5) years from the date on which each such Contribution is paid under this Deed;
 - 1.5 to comply with Clause 5 of this Deed.

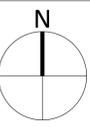
APPENDIX 1

SITE PLAN



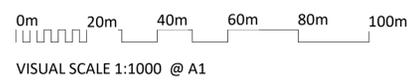
NOTES
 CONSULTANTS
 - Refer to highways consultant's drawings for details
 - Refer to landscape consultant's drawings for details
 - Landscaping layout is indicative only

AREAS
 - Refer to area schedule



Rev	Notes	Date	By	Auth
P1	DRAFT Planning Issue	19-08-30	CS	FvB
P2	Issue for Planning	19-09-05	CS	FvB
P3	Planning amendment	19-09-24	CS	FvB
P4	Response to Planning Officer Comments	19-12-19	CS	JBC

- Extent of application site
Including land in 3rd party ownership
- Extent of leasehold site
- - - Land in 3rd party ownership



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 Scale @ A1: As indicated
 Scale @ A3: 1 : 2500
 CAD File No:

Inland Homes
 Hillingdon
 Location Plan

PLANNING
 19011

E0-001

APPENDIX 2

PLANS SHOWING LOCATION OF AFFORDABLE HOUSING UNITS

DS JW DS DW DS TMS DS PG DS LT



1 PO-L00 - Tenure
1 : 500

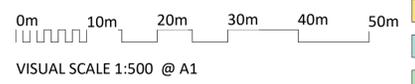
NOTES
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AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	GLA Agreed Changes	20-07-23	CS	MG
P3	substans	20-07-24	CS	MG

LEGEND
— Extent of application site
— Extent of leasehold site

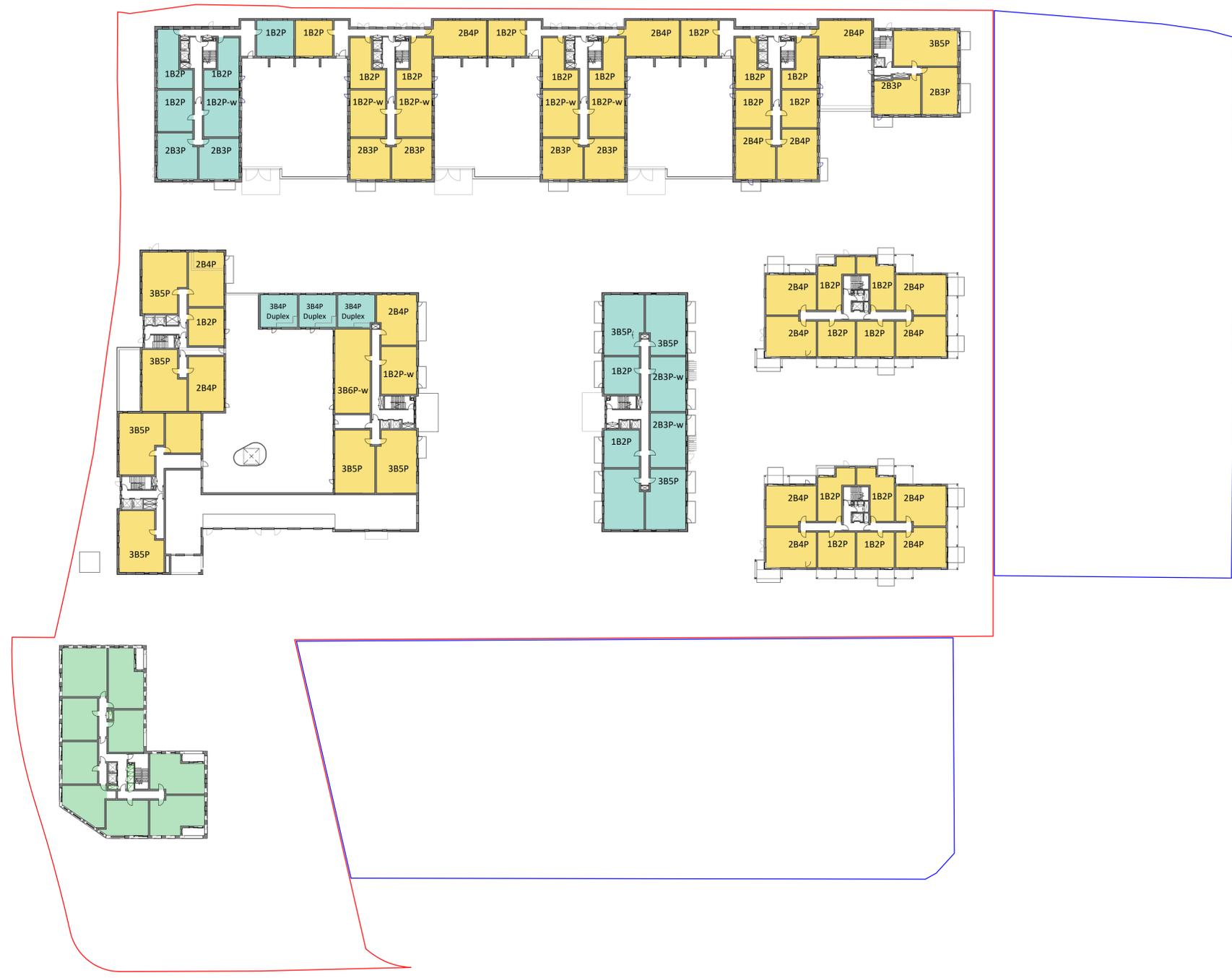


LEGEND
 Tenure: Market sale
 Tenure: Affordable
 Tenure: Affordable (Shared Ownership)

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 Checked by: Checker
 Scale @ A1: As indicated
 Scale @ A3:
 CAD File No:

Inland Homes
 Hillingdon
 Ground Floor Plan - Tenure
PLANNING
 19011
 P0-400

JW DW TMS PG LT



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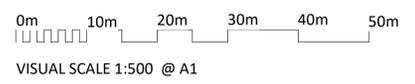
NOTES
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- Refer to landscape consultant's drawings for details
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AREAS
- Refer to area schedule

Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	GLA Agreed Changes	20-07-23	CS	MG
P3	substans	20-07-24	CS	MG

LEGEND

- Extent of application site
- Extent of leasehold site



LEGEND

- Tenure: Market sale
- Tenure: Affordable
- Tenure: Affordable (Shared Ownership)

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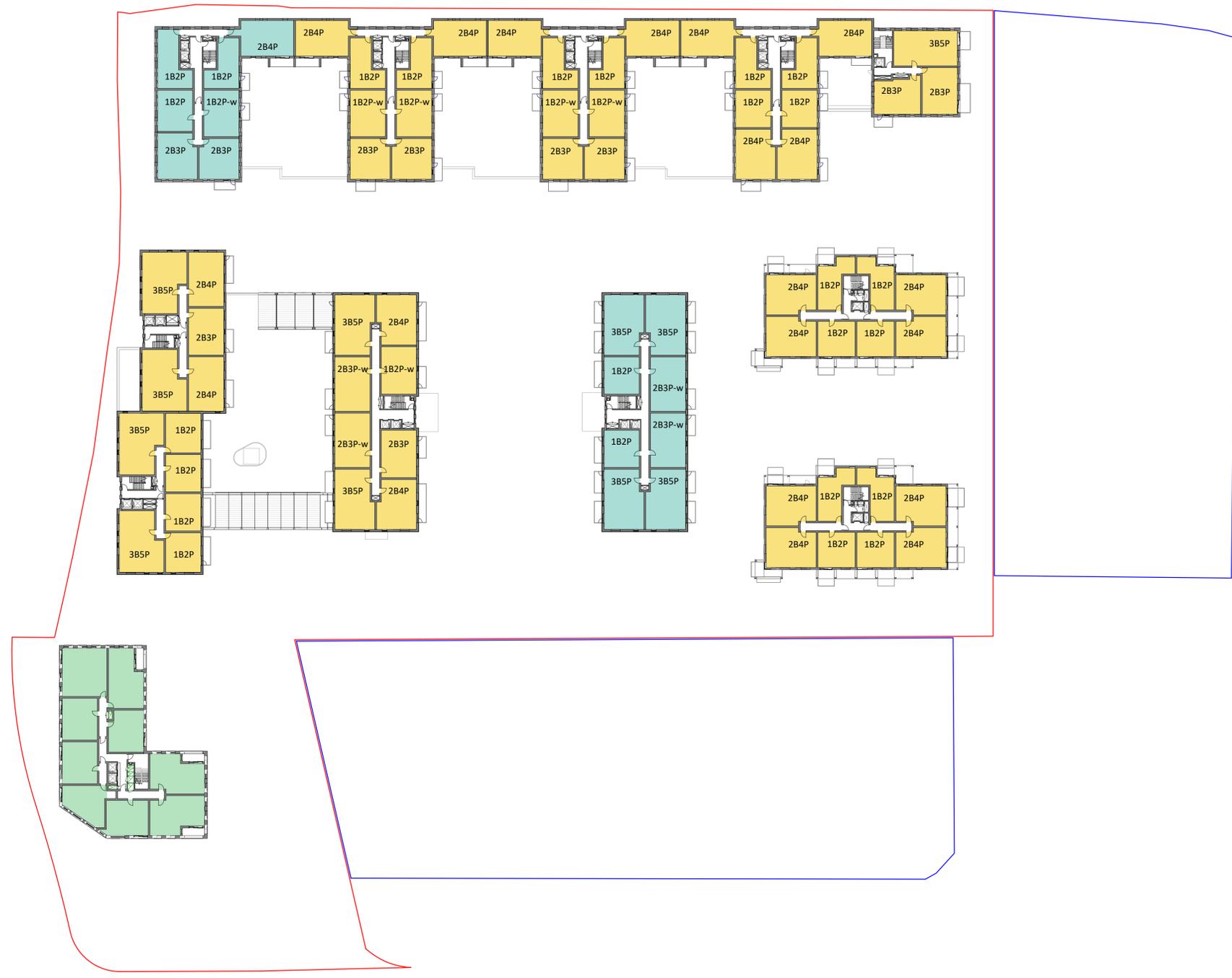
Inland Homes
Hillingdon
First Floor Plan - Tenure

PLANNING
19011

P0-401

P3
Revision

DS JW DS DW DS TMS DS PG DS LT



1 Second Floor plan
1 : 500

NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

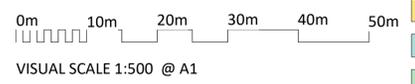
AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	GLA Agreed Changes	20-07-23	CS	MG
P3	substitutions	20-07-24	CS	MG

LEGEND

- Extent of application site
- Extent of leasehold site



LEGEND

- Tenure: Market sale
- Tenure: Affordable
- Tenure: Affordable (Shared Ownership)

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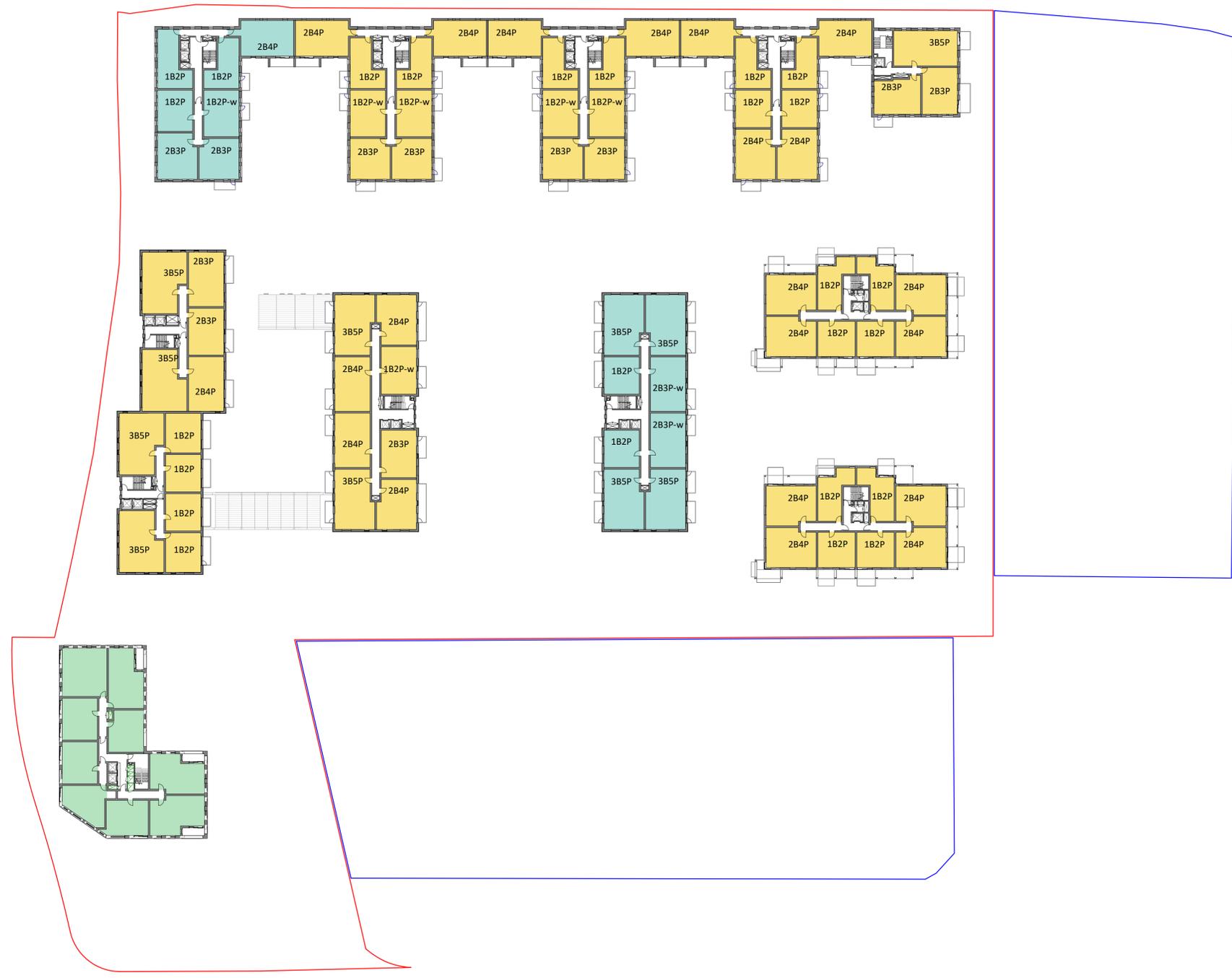
Inland Homes
Hillingdon
Second Floor Plan - Tenure

PLANNING
19011

P0-402

P3
Revision

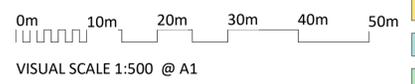
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1 PO-L03 Tenure
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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND
 — Extent of application site
 — Extent of leasehold site

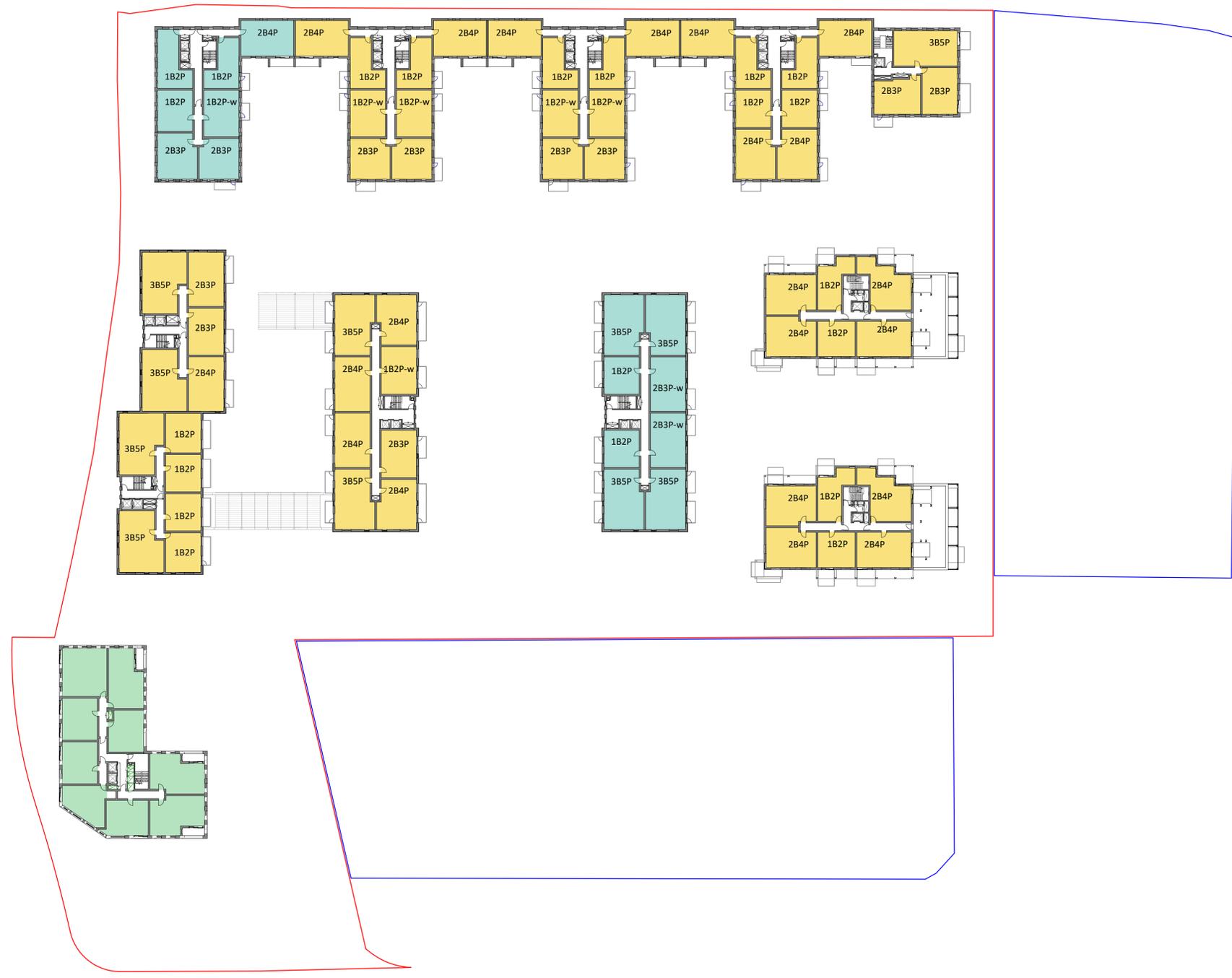


LEGEND
 ■ Tenure: Market sale
 ■ Tenure: Affordable
 ■ Tenure: Affordable (Shared Ownership)

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Inland Homes
 Hillingdon
 Third Floor Plan - Tenure
PLANNING
 19011
 P0-403

DS JW DS DW DS TMS DS PG DS LT



1 PO-L04 Tenure
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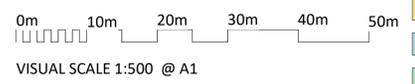
NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND
— Extent of application site
— Extent of leasehold site



LEGEND
 Tenure: Market sale
 Tenure: Affordable
 Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects
 17-19 Foley Street London W1W 6DW
 T 020 7580 3490 F 020 7580 2917
 info@colladocollins.com www.colladocollins.com
 Date: 18/07/19
 Drawn By: VC
 Checked by: JBC
 Scale @ A1: As indicated
 Scale @ A3: 1 : 1000
 CAD File No:

Inland Homes
 Hillingdon
 Fourth Floor Plan - Tenure
PLANNING
 19011
 P0-404

JW DW TMS PG LT



1 PO-L05 Tenure
1 : 500

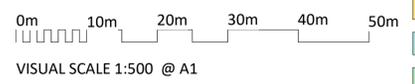
NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS
- Refer to area schedule

Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND

- Extent of application site
- Extent of leasehold site



LEGEND

- Tenure: Market sale
- Tenure: Affordable
- Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects

17-19 Foley Street
London W1W 6DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

Date: 18/07/19
Drawn By: VC
Checked by: JBC
Scale @ A1: As indicated
Scale @ A3: 1 : 1000
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Inland Homes
Hillingdon
Fifth Floor Plan - Tenure

PLANNING
19011

P0-405

DS JW DS DW DS TMS DS PG DS LT



1 PO-L06 Tenure
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NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS
- Refer to area schedule

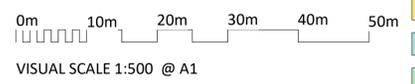
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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND

— Extent of application site

— Extent of leasehold site



LEGEND

■ Tenure: Market sale

■ Tenure: Affordable

■ Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects

17-19 Foley Street
London W1W 6DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

Date: 18/07/19
Drawn By: VC
Checked by: JBC
Scale @ A1: As indicated
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CAD File No:

Inland Homes
Hillingdon
Sixth Floor Plan - Tenure

PLANNING
19011

P0-406

JW DW TMS PG LT



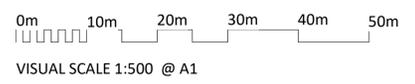
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NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH



ColladoCollinsArchitects

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info@colladocollins.com www.colladocollins.com

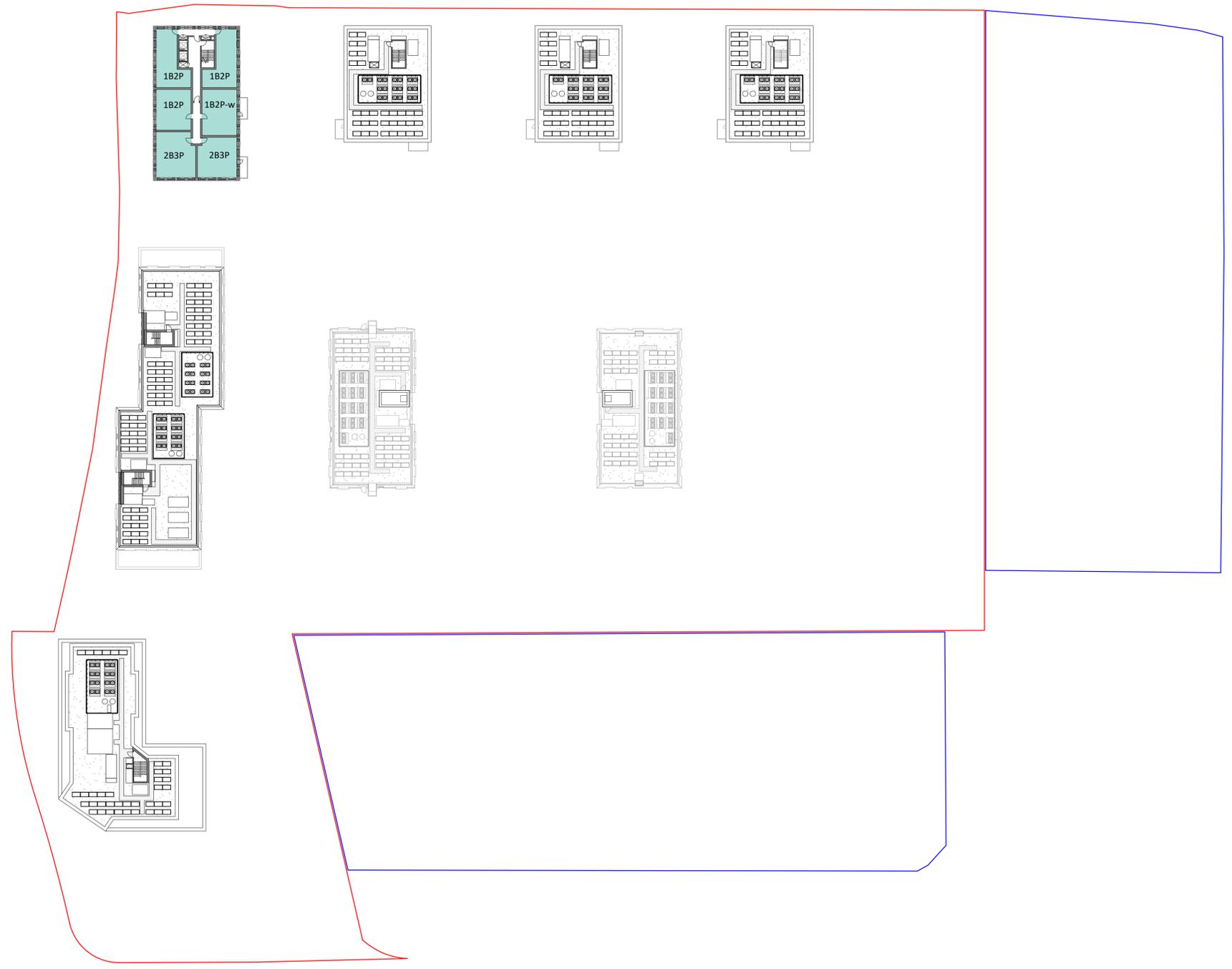
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Hillingdon
Seventh Floor Plan - Tenure

PLANNING
19011

P0-407

JW DS DW DS TMS DS PG DS LT DS



1 PO-L08 Tenure
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NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

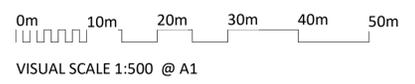
AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND

- Extent of application site
- Extent of leasehold site



LEGEND

- Tenure: Market sale
- Tenure: Affordable
- Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects

17-19 Foley Street London W1W 6DW
T 020 7580 3490 F 020 7580 2917
info@colladocollins.com www.colladocollins.com

Date: 18/07/19
Drawn By: CS
Checked by: JBC
Scale @ A1: As indicated
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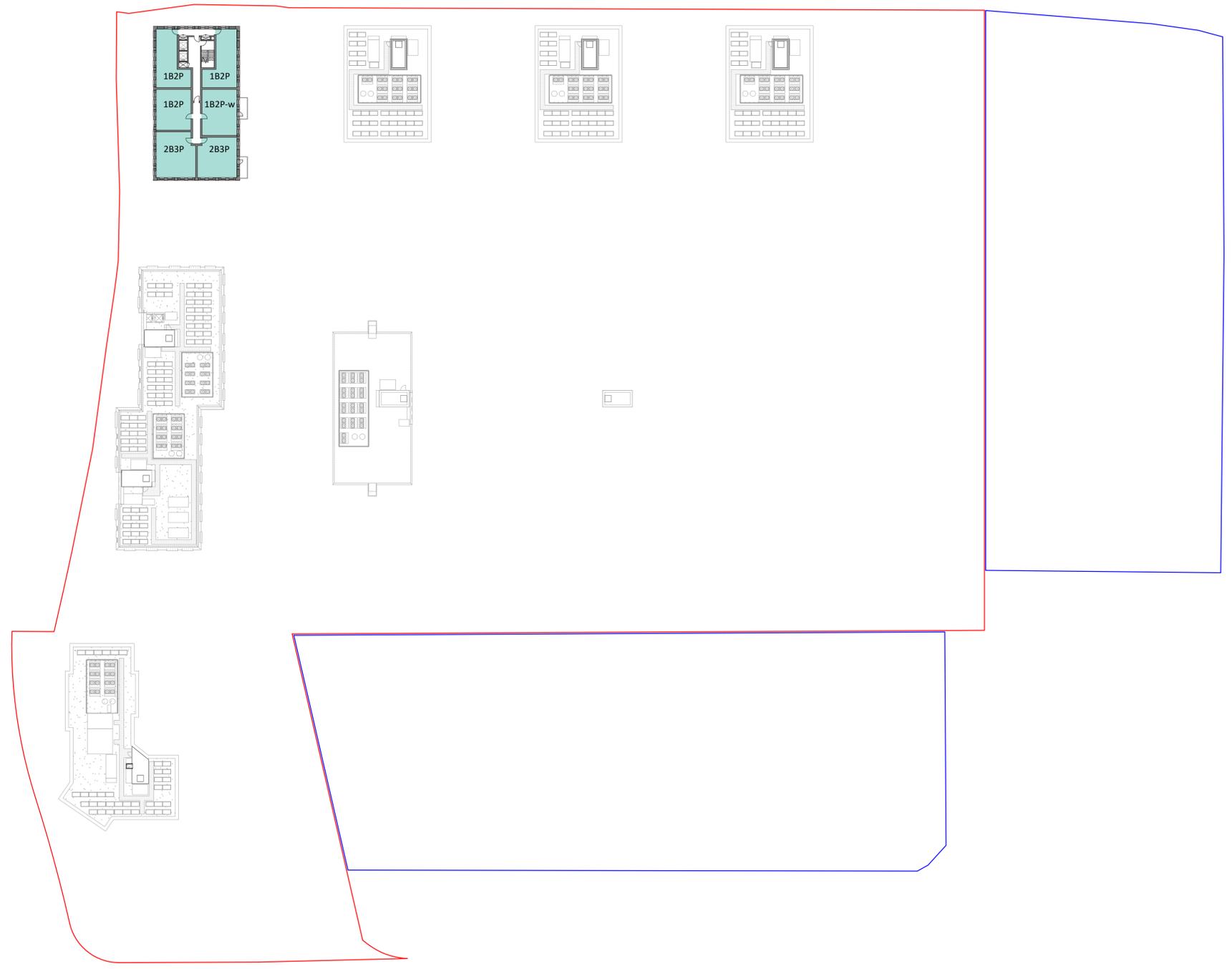
Inland Homes
Hillingdon
Eighth Floor Plan - Tenure

PLANNING
19011

P0-408

P2
Revision

JW DS DW TMS PG LT

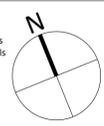


1 P0-L09 Tenure
1 : 500

NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

AREAS
- Refer to area schedule

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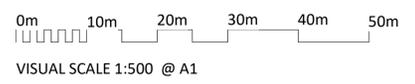


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P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND

— Extent of application site

— Extent of leasehold site



LEGEND

■ Tenure: Market sale

■ Tenure: Affordable

■ Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects

17-19 Foley Street London W1W 6DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

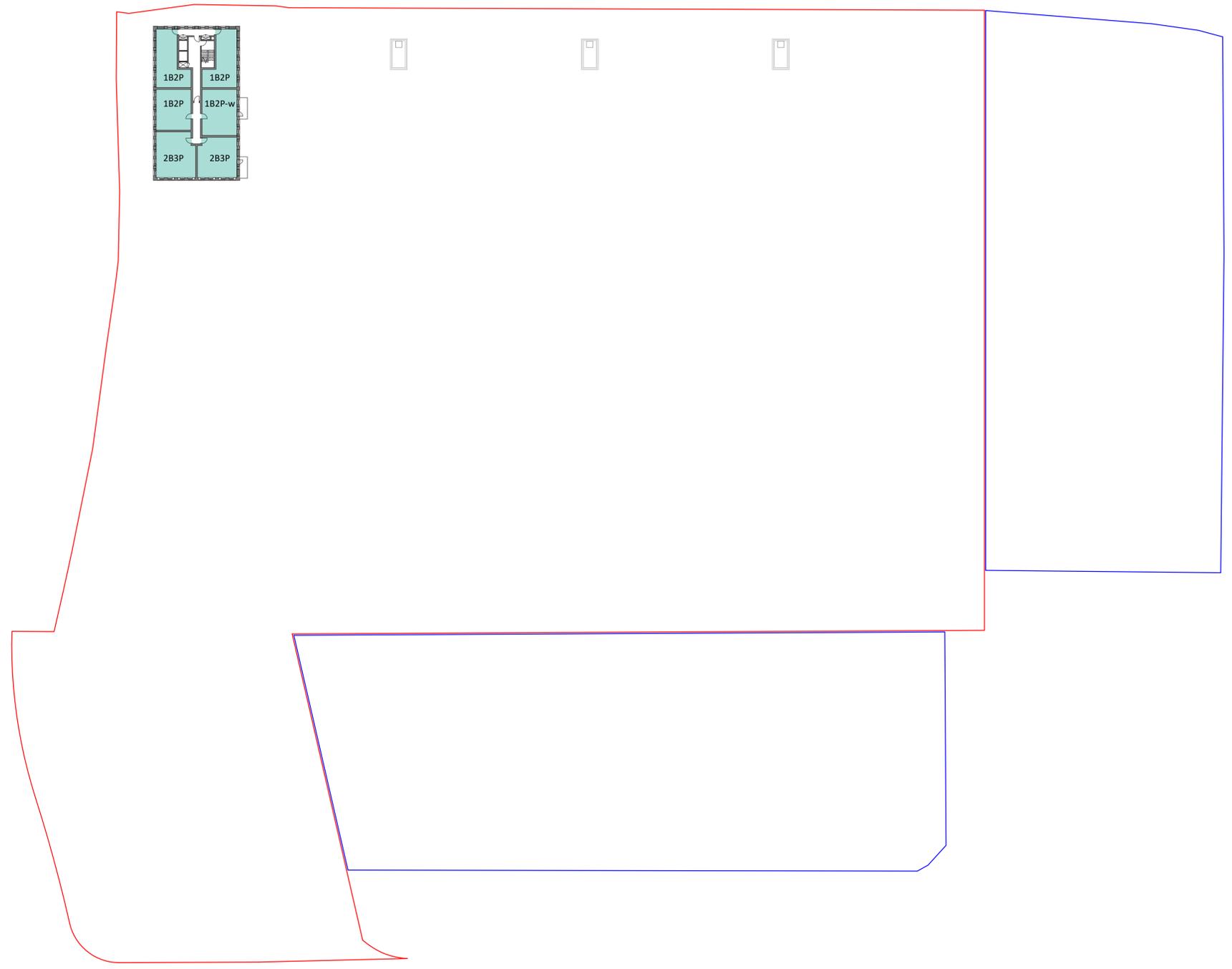
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Checked by: Checker
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Scale @ A3:
CAD File No:

Inland Homes
Hillingdon
Ninth Floor Plan - Tenure

PLANNING
19011

P0-409

JW DW TMS PG LT



1 P0-L10 Tenure
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NOTES
CONSULTANTS
- Refer to highways consultant's drawings for details
- Refer to landscape consultant's drawings for details
- Landscaping layout is indicative only

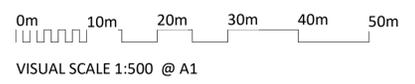
AREAS
- Refer to area schedule

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Rev	Notes	Date	By	Auth
P1	For Information	19-10-08	CS	JBC
P2	Update for GLA Application	20-06-23	OT	DPH

LEGEND

- Extent of application site
- Extent of leasehold site



LEGEND

- Tenure: Market sale
- Tenure: Affordable
- Tenure: Affordable (Shared Ownership)

ColladoCollinsArchitects

17-19 Foley Street
London W1W 6DW
T 020 7580 3490
F 020 7580 2917
info@colladocollins.com
www.colladocollins.com

Date: 18/07/19
Drawn By: Author
Checked By: Checker
Scale @ A1: As indicated
Scale @ A3:
CAD File No:

Inland Homes
Hillingdon
Tenth Floor Plan - Tenure

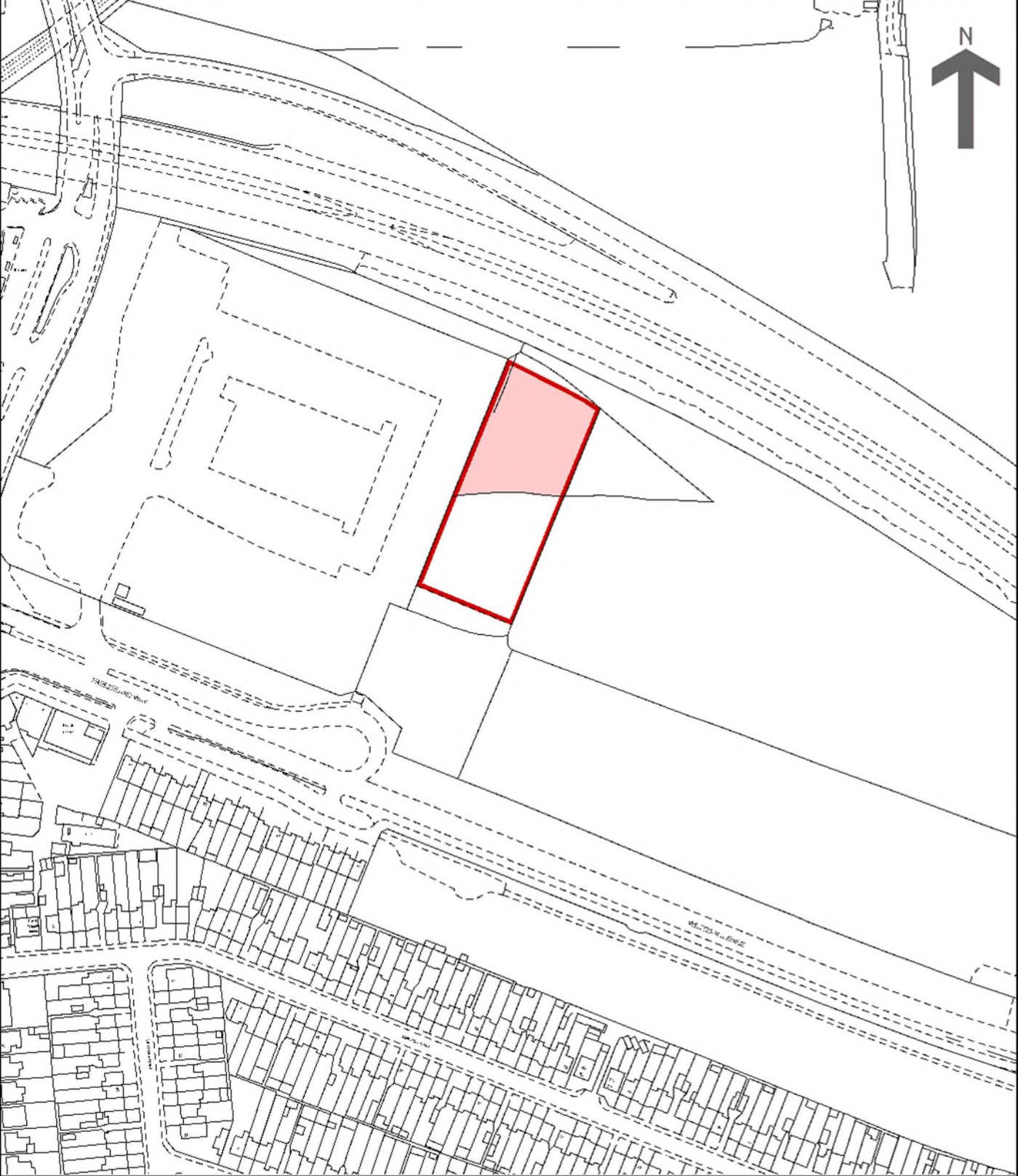
PLANNING
19011 P0-410

APPENDIX 3
LEASEHOLD LAND PLAN



Official copy of title plan

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DS
JW

DS
DW

DS
TMS

DS
PG

DS
LT

APPENDIX 4
PUBLIC OPEN SPACE PLAN

Notes

Do not scale from this drawing.
 All contractors must visit the site and be responsible for taking and checking dimensions.
 All construction information should be taken from figured dimensions only.
 Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
 This drawing & the works depicted are the copyright of JTP.

This drawing is prepared for the specific project stage in the Drawing Status section below and it is not intended to be used for any other purpose. Whilst all reasonable efforts are used to ensure drawings are accurate, JTP accept no liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated in the Drawing Status below.



 Public Amenity

LAND IN 3RD PARTY OWNERSHIP, ANY DESIGN PROPOSALS INDICATIVE ONLY

Rev	Date	Description	Drawn	Chkd
Drawing Status				

Planning

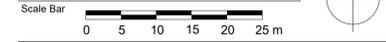
Client
Inland Homes



Project
Hillingdon Gardens

Drawing Title
**Hillingdon Gardens - S106
 Public Open Space Plan**

Scale @A1 1 : 500 Job Ref. 01685
 Drawing No. 006 Revision.



APPENDIX 5

FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT RESIDENTS SERVICES LONDON BOROUGH OF HILLINGDON 3N CIVIC CENTRE HIGH STREET UXBRIDGE MIDDLESEX UB8 1UW	FORM PO1
--	----------

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

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

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

FOR COUNCIL USE

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

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

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

Executed as a Deed (but not delivered until the date of the Deed) for and on behalf of
THE GREATER LONDON AUTHORITY

.....
Authorised by

.....
Authorised by

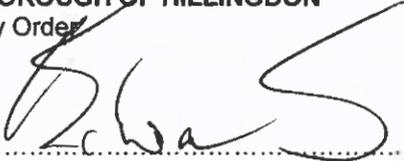
.....
Name

.....
Name

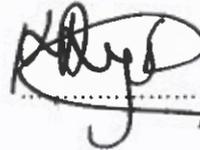
.....
Position

.....
Position

Executed as a Deed (but not delivered until the date of this Deed) BY AFFIXING the COMMON SEAL of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON**
by Order



.....
Member of the Council



.....
Authorised Officer



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

.....
Full Name (Director)
in the presence of:

.....
Director

.....
Full Name (Witness)
.....
.....

.....
Address

.....
Signature of Witness



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

Executed as a Deed (but not delivered until the date of the Deed) for and on behalf of **THE GREATER LONDON AUTHORITY**

DocuSigned by:
Philip Graham
B6E930A93B8B4BC...
Authorised by

DocuSigned by:
Lucinda Turner
45D811166F12450...
Authorised by

Philip Graham
.....
Name

Lucinda Turner
.....
Name

Executive Director - Good Growth
.....
Position

Assistant Director of Planning
.....
Position

Executed as a Deed (but not delivered until the date of this Deed) BY AFFIXING the COMMON SEAL of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON** by Order:

.....
Member of the Council

.....
Authorised Officer

Executed as a Deed (but not delivered until the date of this Deed) by **MB HILLINGDON LIMITED** acting by TEJ SHAH

.....
Full Name (Director)
in the presence of:
Sumitra Shah

DocuSigned by:
Miss Tej Shah
737B0E4GC0204FA...
Director

.....
Full Name (Witness)

.....
Netherstone, Promenade De Verdun
.....
Purley, CR8 3LN
.....
Address

DocuSigned by:
Sumitra Shah
D1CA002ED821489...
Signature of Witness

I confirm I was physically present with the signatory when they signed this document x

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

acting by

Desmond wicks

Full Name (Director)

in the presence of:

Maddie Thornton

Full Name (Witness)

17 Portland House, Station Road

Gerrards Cross, SL9 8FQ

Address

DocuSigned by:

Des Wicks

E4A467A1866E4F3

Director

DocuSigned by:

M Thornton

633845846F6B421

Signature of Witness

I confirm I was physically present with the signatory when they signed this document

Executed as a Deed by **CLOVE HOLDINGS LIMITED**

a company incorporated in Jersey, acting by

Raymond John wood

Full Name (Director)

DocuSigned by:

Mr John Wood

ED4CE8EE1D9430

Director

who, in accordance with the laws of that territory, is acting under the authority of the company

In the presence of:

Natalie Christina workman

Full Name (Witness)

2nd Floor International House,

41 The Parade, St. Helier

Jersey, JE23QQ

Address

DocuSigned by:

Natalie Workman

8F2E66B1A650494

Signature of Witness

I confirm I was physically present with the signatory when they signed this document

Certificate Of Completion

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Source Envelope:	
Document Pages: 76	Signatures: 8
Certificate Pages: 3	Initials: 70
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bennie Torrance
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London	Citypoint
	London, LONDON EC2Y 9AH
	bennie.torrance@pinsentmasons.com
	IP Address: 193.240.181.194

Record Tracking

Status: Original 3/29/2021 1:38:12 PM	Holder: Bennie Torrance bennie.torrance@pinsentmasons.com	Location: DocuSign
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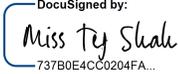
Signer Events

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Des Wicks DWicks@inlandplc.com Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>E4A467A1866E4F3...</small> Signature Adoption: Pre-selected Style Using IP Address: 164.39.168.138	Sent: 3/29/2021 3:52:27 PM Viewed: 3/29/2021 3:54:08 PM Signed: 3/29/2021 3:55:36 PM
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Mr John Wood john.wood@FCMTrust.com Managing Director Security Level: Email, Account Authentication (None)	DocuSigned by:  <small>ED4CE68EE1D9430...</small> Signature Adoption: Pre-selected Style Using IP Address: 83.137.249.166	Sent: 3/29/2021 3:52:27 PM Viewed: 3/29/2021 4:27:03 PM Signed: 3/29/2021 4:29:49 PM
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Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sam Cooper
Sam.Cooper@gowlingwlg.com
Associate
GowlingWLG
Security Level: Email, Account Authentication (None)

Completed

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lucinda Turner
Lucinda.Turner@london.gov.uk
Security Level: Email, Account Authentication (None)

DocuSigned by:
Lucinda Turner
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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
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Philip Graham
Philip.Graham@london.gov.uk
Executive Director, Good Growth
Security Level: Email, Account Authentication (None)

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Vicky Fowler
Vicky.Fowler@gowlingwlg.com
Partner
Gowling WLG LLP (UK)
Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:
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Jessica Craske
Jessica.Craske@pinsentmasons.com
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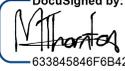
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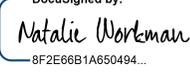
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Maddie Kate Thornton
 maddiethornton@gmail.com
 Art Director
 17 Portland House, Station Road, Gerrards Cross,
 SL9 8FQ
 Witness for Des Wicks (DWicks@inlandplc.com)
 Security Level:
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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 Signed: 3/29/2021 4:03:39 PM

Natalie Workman
 natalie.workman@fcmtrust.com
 Senior Manager
 2nd Floor International House, 41 The Parade, St
 Helier, Jersey, JE23QQ
 Witness for Mr John Wood
 (john.wood@FCMTrust.com)
 Security Level:
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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Sumitra Shah
 sumi@flemmings.co.uk
 Partner
 Chartered Accountant
 Netherstone
 Witness for Miss Tej Shah (Tej.shah@hotmail.com)
 Security Level:
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

DocuSigned by:

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