

REASON : To ensure that the development achieves a high standard of amenity for future occupiers of this and the neighbouring buildings, in accordance with Policy 7.6 of the London Plan (2016) and Policy DM 1 of the Development Management Policies Local Plan 2013.

48 Water consumption

The development hereby approved shall not progress beyond podium slab level until a strategy for the efficient use of mains water within the residential parts of the development, pursuant to a water consumption limit of 110 litres per person per day, has first been submitted to and approved by the Local Planning Authority in writing. The development shall be carried out in accordance with the strategy so agreed and shall be retained as such thereafter.

REASON: To ensure that the development makes efficient use of mains water in accordance with Policy 5.13 of the London Plan (2016) and Policy DM 10 of the Development Management Policies Local Plan 2013.

49 Parking management plan

The residential premises hereby approved shall not be occupied until a Parking Management Plan has first been submitted to and approved by the Local Planning Authority in writing. As a minimum, the plan shall: identify the electric vehicle charging point spaces that are to be provided within the basement car park as 'active' spaces and those as 'passive' spaces; detail the allocation of a disabled person's parking space within the basement car park to each wheelchair home within the development; detail the allocation of general parking spaces within the development; detail the management of general vehicle access across the site; detail the allocation of cycle parking for residents/staff/visitors of the development; lighting within the basement. The development shall not be occupied until the works have been completed in accordance with the approved details. The works shall be thereafter retained.

REASON: To ensure that the development provides sufficient electric vehicle charging points and adequate, secure and (where appropriate) weather protected cycle parking in accordance with Policies 6.9 and 6.13 of the London Plan 2016 and Policy AAP 19 of the Harrow and Wealdstone Area Action Plan Local Plan 2013, and contributes to the achievement of a lifetime neighbourhood in accordance with Policy 7.1 of the London Plan 2016 and Policy DM 2 of the Development Management Policies Local Plan 2013.

50 Access ramp to the Basement

Notwithstanding the details shown on the approved plans, the development hereby approved shall not commence until revised details of the access ramp to the basement has first been submitted to and approved by the Local Planning Authority in writing. The revised details shall include, as a minimum, drawings showing the removal of the cycle lane and the provision of two-way

shared access; detailed drawings showing the elevation / gradient / gating of the two-way access ramp; and measures to reduce vehicle speeds and prioritise safety on the access ramp. The development shall not be occupied until the works have been completed in accordance with the approved details. The works shall thereafter be retained.

REASON: To ensure that the safety of users of the access ramp, in accordance with policy 6.9 of the London Plan 2016 and policy AAP19 of the Harrow and Wealdstone Area Action Plan Local Plan 2013. This condition is a PRE-COMMENCEMENT condition.

51 Delivery and Servicing Plan

No part of the development shall be first occupied until a revised Delivery and Servicing Plan, covering both the residential and non residential elements of the development has first been submitted to and approved by the Local Planning Authority in writing. The revised Delivery and Servicing Plan shall include full details of the onsite Refuse Management Strategy. All deliveries and servicing associated with the development shall be carried out only in accordance with the approved details.

REASON: To ensure that the transport network impact of deliveries associated within the development is are managed; the development achieves a high standard of residential quality for future occupiers and provides a high quality, safe and attractive public realm in accordance with Policy 6.3 of the London Plan (2016), Policy AAP 4 of the Harrow and Wealdstone Area Action Plan 2013 and policy DM 1 of the Development Management Policies Local Plan 2013.

52 Access to buildings

The residential premises hereby approved shall not be occupied until: (i) an audio-visual access control system has been installed for each block; or (ii) such alternative security measures have been installed that shall first have been submitted to and approved by the Local Planning Authority in writing.

REASON: To ensure that the development achieves a high standard of residential quality for future occupiers of the development in accordance with Policy 3.5 of the London Plan (2016) and Policy AAP 4 of the Harrow and Wealdstone Area Action Plan 2013 and policy DM 1 of the Development Management Policies Local Plan 2013.

53 Access to Basement

The buildings hereby approved shall not be occupied until an access control system to the basement has been installed details of which shall first have been submitted to, and agreed in writing by, the local planning authority. The development shall be carried out in accordance with the approved details and shall be retained as such thereafter.

REASON: To ensure that the development achieves a high standard of residential quality for future occupiers of the development in accordance with Policy 3.5 of the London Plan (2016) and Policy AAP 4 of the Harrow and Wealdstone Area Action Plan Local Plan 2013 and policy DM 1 of the Development Management Policies Local Plan 2013.

54 Telecommunications

The development hereby approved shall not be occupied until proposals for mitigating the impact of the buildings upon broadcast (including satellite) signal reception in the area has first been submitted to and approved by the Local Planning Authority in writing. The development shall not be occupied until the mitigation so approved has been completed in accordance with the approved details. Such mitigation works shall thereafter be retained

REASON: To ensure that the tall buildings on the site do not adversely affect their surroundings in terms of telecommunications interference, in accordance with Policy 7.7 of the London Plan (2016).

55 Use Class D

The non-residential premises within blocks A, B, C and E hereby approved shall not be first occupied and used without the local planning authority's prior agreement, in writing, of the following details:

- a) notification of any proposed use within Class D1 and D2 of the Town and Country Planning (Use Classes) Order 1987, as amended;
- b) any equipment for the projection of amplified sound to customers and other members of the public inside and (where relevant) outside of the building;
- c) any externally situated plant and/or other machinery;
- d) any externally situated temporary or permanent furniture, means of enclosure and other equipment associated with the extension of commercial activity outside of the building.

The occupation and use of the ground floor, including any part thereof, shall be carried out in accordance with the notification and details so agreed until such time as a material change of use occurs that is authorised either by any statutory instrument, local development order or by the local planning authority granting of planning permission.

REASON: To ensure that the operation of the ground floor uses and any associated equipment, plant, machinery and/or outdoor activity is compatible with residential and visual amenity, in accordance with Policy AAP 18 of the Harrow and Wealdstone Area Action Plan Local Plan 2013 and policies DM 1 and DM 41 of the Development Management Policies Local Plan 2013.

56 Communications

Notwithstanding the provisions of the Electronic Communications Code Regulation 5 (2003) in accordance with The Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that order with or without modification), no development which would otherwise fall within Schedule 2, Part 16, Class A of that order shall be carried out in relation to the development hereby permitted without the prior written permission of the local planning authority.

REASON: In order to prevent the proliferation of individual telecommunication items on the building which would be harmful to the character and appearance of the building and the visual amenity of the area, in accordance with Policies 7.6 and 7.7 of the London Plan (2016) and Policies AAP 4 and AAP 6 of the Harrow and Wealdstone Area Action Plan (2013).

57 Window glass

The window glass of the retail / commercial / community uses hereby approved shall not be painted or otherwise obscured without the prior written permission from the Local Planning Authority.

REASON: To ensure that active shopfronts are maintained in the interests of providing high quality, safe and attractive public realm, in accordance with policy AAP7 of the Harrow and Wealdstone Area Action Plan Local Plan 2013.

58 Pedestrian Gates

The pedestrian gates serving the development shall remain fully open between the hours of 06:30 and 22:30 hours.

REASON: To maximise opportunities to increase pedestrian permeability, in accordance with policy 7.4.B of The London Plan 2016 and ensure a high standard of residential quality in accordance with Policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013).

59 Non-residential opening hours

The non-residential premises hereby approved shall only be open to the public between: 7:00am and 22:00pm on Mondays to Saturdays and between the hours of 10:00am and 18:00pm on Sundays and Bank Holidays.

REASON: To ensure that the operation of the ground floor uses is compatible with residential amenity, in accordance with Policy AAP 18 of the Harrow and Wealdstone Area Action Plan (2013) and policies DM 1 and DM 41 of the Development Management Policies 2013.

60 Non-residential Delivery Hours

Deliveries to any non-residential uses within the development shall take place

only between the hours of 07:30 and 19:00 on Mondays to Fridays and between the hours of 08:30 and 13:00 on Saturdays.

REASON : To ensure that the noise impact of deliveries associated with non-residential uses within the development is minimised and that the development achieves a high standard of amenity for future and the neighbouring occupiers, in accordance with Policy 7.15 of the London Plan (2016) and Policy DM 1 of the Development Management Policies 2013.

61 Crime prevention measures

The development hereby approved shall not progress beyond podium slab level until measures to minimise the risk of crime in a visually acceptable manner and to meet the specific security needs of the development has first been submitted to and approved by the Local Planning Authority in writing. Any such measures should follow the relevant design guides published on the Secured by Design website:

<http://www.securedbydesign.com/guides/index.aspx>. The development shall not be occupied until the measures have been completed in accordance with the approved details. Such measures shall be retained thereafter

REASON: In the interests of creating safer and more sustainable communities and to safeguard amenity by reducing the risk of crime and the fear of crime, in accordance with Policies 7.3 and 7.13 of the London Plan (2016) and Policy AAP 4 of the Harrow and Wealdstone Area Action Plan 2013, and Section 17 of the Crime & Disorder Act 1998.

62 Privacy

The windows at first, second and third floor levels in the northern flank elevation of Block E shall be of purpose-made obscure glass and shall be permanently fixed closed below a height of 1.7 metres above finished floor level, and shall thereafter be retained in that form.

REASON: To safeguard the amenity of neighbouring residents, in accordance with policy DM1 of the Councils Development Management Policies Local Plan 2013.

63 Wind mitigation

The development hereby permitted shall not progress above podium slab level until details of mitigation measures to address wind microclimate impacts has first been submitted and approved to the Local Planning Authority in writing. The mitigation measures shall be in accordance with the recommendations of the *Pedestrian wind climate report (ref EN-CAPE 15.239 C – V1) and the addendum to this report (letter dated 23rd September)*. The development shall not be occupied until the works have been completed in accordance with the approved details and thereafter retained.

REASON: To ensure that the amenity of future occupiers of the development

is protected in accordance with policy 7.7 of The London Plan (2016), policy DM1 of the Harrow Development Management Policies Local Plan (2013) and policy AAP 4 of the Harrow and Wealdstone Area Action Plan (2013).

64 Inclusive access strategy

The development hereby approved shall not progress above podium slab level until an inclusive access strategy for the site has been submitted to, and agreed in writing by, the local planning authority. The strategy shall as a minimum:

- a) demonstrate inclusive access within each of the proposed non-residential units;
- b) detail the design of all gradients, ramps and steps within publicly accessible areas of the development; and
- c) detail the arrangements for disabled residents' access to, and use of, waste and recycling facilities within the development.

. The development shall not be occupied until the works have been completed in accordance with the approved details. The works shall be retained thereafter

REASON: To ensure that the development contributes to the achievement of a lifetime neighbourhood, in accordance with Policies 3.8 and 7.1 of the London Plan, Core Strategy Policy CS1 and Policy DM 2 of the Development Management Policies Local Plan 2013.

65 Air quality of the proposed combined heat and power (CHP) system

The development hereby approved shall not commence until an assessment of the impact on local air quality of the proposed Combined Heat and Power (CHP) system has been submitted to, and agreed in writing by, the local planning authority. This assessment of impact shall demonstrate:

- 1) That the impacts of the proposed system on new and existing uses will not be significant, and
- 2) That the development will be air quality neutral.

REASON: In order to ensure that the development is in accordance with London Plan Policy 7.14 and to protect local amenity. This condition is a PRE-COMMENCEMENT condition.

66 Details of air quality tests undertaken on the installed CHP

The development hereby approved shall not be occupied until details of tests undertaken on the installed CHP system to demonstrate that it conforms with the details modelled in the air quality assessment have been submitted to, and approved in writing by the local planning authority.

REASON: To demonstrate conformity with the requirements of London plan policy 7.14

67 Combined heat and power (CHP) technical analysis

The development hereby approved shall not commence until a Combined Heat and Power (CHP) Technical Analysis outlining all assumptions and identifying the optimal heating strategy in terms of CHP sizing and operation has been submitted to, and agreed in writing by, the local planning authority. This should be accompanied by a CHP manufacturer's study where similar assumptions and recommendations are presented. The development shall be carried out in accordance with the details approved.

REASON: In order to ensure that the proposed CHP design is of high quality and good practice. This condition is a PRE-COMMENCEMENT condition.

68 Commercial premises

The commercial premises (within Use Classes A1, B1, D1 and D2) hereby permitted shall only be used for the purposes described in the planning application and for no other purpose whatsoever, without express planning consent from the Local Planning Authority first being obtained.

REASON: In order that the local planning authority may be satisfied about the details of proposal due to the particular character and location of this proposal.

Informatives:

1 Policies

The decision to grant permission has been taken having regard to the policies and proposals in the London Plan and-or the Harrow Local Plan set out below, and to all relevant material considerations including any comments received in response to publicity and consultation, as outlined in the application report:

London Plan: 2.13, 2.14, 2.15, 3.1, 3.3, 3.5, 3.6, 3.8, 3.9, 3.11, 3.12, 3.16, 4.7, 4.8, 4.9, 4.12, 5.2, 5.3, 5.4A, 5.6, 5.7, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 5.15, 5.18, 5.21, 6.3, 6.9, 6.10, 6.13, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.12, 7.13, 7.14, 7.15, 7.19, 7.21, 8.2.

Harrow Local Plan:

Core Strategy: CS1, CS2;

Area Action Plan: AAP 3, AAP 4, AAP5, AAP 6, AAP 7, AAP 9, AAP 10, AAP 12, AAP 13, AAP 15, AAP 18, AAP 19, AAP 20, AAP Site Allocation 6;

Development Management Policies: DM 1, DM 2, DM 3, DM 6, DM 7, DM 10, DM11, DM 12, DM 14, DM 15, DM 21, DM24, DM 28, DM 41, DM 45, DM 49, DM 50, Schedule 3.

2 Pre-application engagement

Statement under Article 35(2) of The Town and Country Planning (Development Management Procedure) (England) Order 2015.

This decision has been reached in accordance with paragraphs 38-40 of The National Planning Policy Framework. Pre-application advice was sought and provided and the submitted application was in accordance with that advice.

3 Wheelchair Homes

The applicant is encouraged to liaise with the Council during the construction of the development to ensure, insofar as possible, that the wheelchair homes are fitted-out to meet the needs of their first occupiers.

4 Thames Water

A groundwater risk management permit from Thames Water will be required for discharging groundwater into a public sewer.

5 Thames Water

Approval should be sought from Thames Water where erection of a building or underpinning work would be over the line of, or within 3m of a public sewer.

6 Flank windows

The applicant is advised that any window in the flank elevation of the development hereby permitted will not prejudice the future outcome of any application which may be submitted in respect of the adjoining property.

7 Considerate Contractor Code of Practice

The applicant's attention is drawn to the requirements in the attached Considerate Contractor Code of Practice, in the interests of minimising any adverse effects arising from building operations, and in particular the limitations on hours of working.

8 The Party Wall etc. Act 1996

The Party Wall etc. Act 1996 requires a building owner to notify and obtain formal agreement from adjoining owner(s) where the building owner intends to carry out building work which involves:

1. work on an existing wall shared with another property;
2. building on the boundary with a neighbouring property;
3. excavating near a neighbouring building,

and that work falls within the scope of the Act. Procedures under this Act are quite separate from the need for planning permission or building regulations approval. "The Party Wall etc. Act 1996: Explanatory booklet" is available free of charge from: Communities and Local Government Publications, PO Box 236, Wetherby, LS23 7NB. Please quote Product code: 02 BR 00862 when ordering. Also available for download from the CLG website: <http://www.communities.gov.uk/documents/planningandbuilding/pdf/133214.pdf> Tel: 0870 1226 236, Fax: 0870 1226 237, Textphone: 0870 1207 405, E-mail: communities@twoten.com

9 Resident's parking permits

The relevant traffic order will impose a restriction making residential occupiers of this building ineligible for resident's parking permits in the surrounding controlled parking zone.

10 Plans

Notwithstanding the note on your submitted plan(s), this decision has been made on the basis of measurements scaled from the plan(s), unless a dimensioned measurement overrides it.

11 Compliance With Planning Conditions Requiring Submission and Approval of Details Before Development Commences

- You will be in breach of planning permission if you start development without complying with a condition requiring you to do something before you start. For example, that a scheme or details of the development must first be approved by the Local Planning Authority.
- Carrying out works in breach of such a condition will not satisfy the requirement to commence the development within the time permitted.
- Beginning development in breach of a planning condition will invalidate your planning permission.
- If you require confirmation as to whether the works you have carried out are acceptable, then you should apply to the Local Planning Authority for a certificate of lawfulness.

12 Crime prevention

In aiming to satisfy the Community Safety condition(s) the applicant should seek the advice of the Borough Crime Prevention Design Advisors (CPDA). They can be contacted through the Crime Reduction Unit, Harrow Police Station, 74 Northolt Road, Harrow, Middlesex, HA2 ODN, tel. 020 8733 3465. It is the policy of the local planning authority to consult with the Borough CPDA in the discharging of this / these condition(s).

13 Environmental Permit (Formerly Flood Defence Consent)

The applicant has been made aware that the works will may a permit under the Environmental Permitting (England and Wales) Regulations 2010 from the Environment Agency for any proposed works or structures, in, under, over or within eight metres of the top of the bank of the Wealdstone Brook culvert designated a 'main river'. This was formerly called a Flood Defence Consent. Some activities are also now excluded or exempt. A permit is separate to and in addition to any planning permission granted. Further details and guidance are available on the GOV.UK website: <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits>.

Please do not hesitate to contact me if you have any queries.

14 Mayoral Community Infrastructure Levy

As you are aware the approved development is liable to pay the Community Infrastructure Levy (CIL) which will be payable on commencement of the development. An 'assumption of liability form' must be completed and before development commences you must submit a 'CIL Commencement Notice form' to the council. You should note that any claims for relief, including social housing relief where they apply, must be submitted and determined prior to commencement of the development.

Failure to follow the CIL payment process may result in penalties. More information on CIL is available at: -

http://www.harrow.gov.uk/info/856/local_plan/836/community_infrastructure_levy_and_delivery.

15 Harrow Community Infrastructure Levy

Harrow has a Community Infrastructure Levy which will apply Borough wide for certain uses of over 100 sq.m. gross internal floor space. The CIL has been examined by the Planning Inspectorate and found to be legally compliant. It will be charged from the 1st October 2013. Any planning application determined after this date will be charged accordingly.

Harrow's Charges are:

Residential (Use Class C3) - £110 per sqm;
Hotels (Use Class C1), Residential Institutions except Hospitals, (Use Class C2), Student Accommodation, Hostels and HMOs (Sui generis)- £55 per sqm;
Retail (Use Class A1), Financial & Professional Services (Use Class A2), Restaurants and Cafes (Use Class A3) Drinking Establishments (Use Class A4) Hot Food Takeaways (Use Class A5) - £100 per sqm
All other uses - Nil.

The Harrow estimated CIL Liability for this development is: £1,398,577 (this figure is net of anticipated social housing relief).

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Mayor of London, as the local planning authority, has expeditiously considered the application against all relevant national, regional and local planning policy, the Mayor has decided to grant planning permission in accordance with the recommendation within GLA Representation Hearing report D&P/3825/03.

The Mayor has, therefore, worked in a positive and proactive manner in relation to dealing with this planning application and application in accordance with the Town and Country

Planning (Development Management Procedure) (England) Order 2015 and paragraph 38 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.

Signed

Juliemma McLoughlin
Chief Planner

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

The Mayor has noted that Harrow Council will be responsible for the decision on all subsequent approval of details pursuant to conditions set out in this decision notice.

SCHEDULE 2

Plans

Plan 1	Site Location Plan
Plan 2	Block D
Plan 3	The Works
Plan 4	Basement Plan
Plan 5	Site A
Plan 6	On-Site Energy Centre
Plan 7	Block D (East)
Plan 8	AAP Site 6 Route
Plan 9	Affordable Housing Plan
Plan 10	London Affordable Rented Units
Plan 11	Site Ownership



DRAWING NOTES

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with gross Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Eloc Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

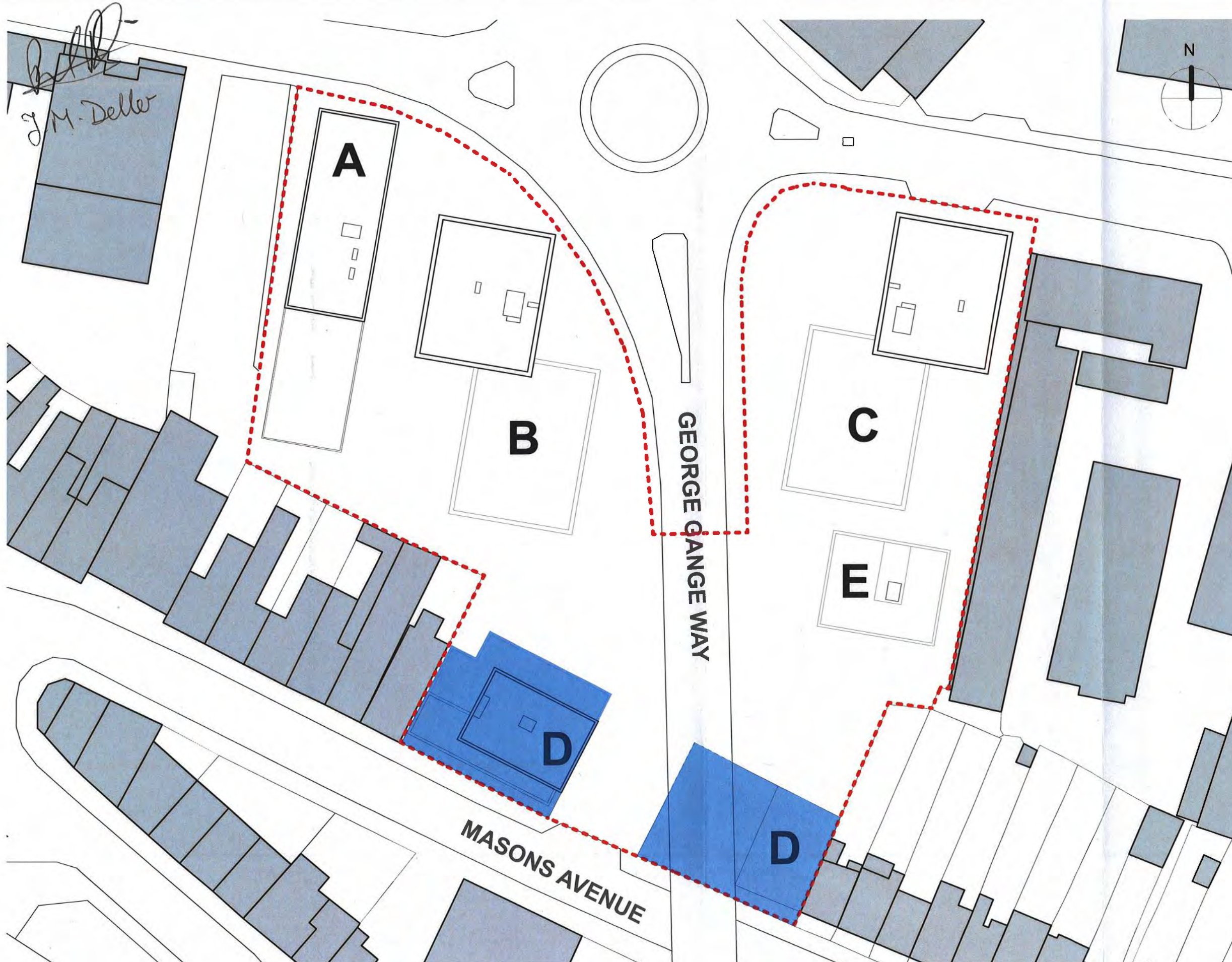
MJB
 物料
[Signature]

Electronic file ref	Checked
M701_S106.Site Location Plan.R1	

no.	description / amendments	date
R1	First issue	03/09/18

client	Origin Housing		
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR		
drawing title	Site Plan 1 - Site Location Plan		
scale	1:500@A3	date	Sept 18
drawing no. & revision	M701_004.R1	status	S106 Plan

moSS @architecture ltd
 54 - 58 Great Suffolk Street - London - SE1 0EL
 t: +44(0)20 7234 8330
 f: +44(0)20 7237 8444
 e: info@moSS-architecture.com • www.moSS-architecture.com



DRAWING NOTES

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

REVISION STATUS

• SL = Site Layout	• SD = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

BLOCK D

[Handwritten signatures and initials]

Electronic file ref	Checked
M701_S106 Site Location Plan.R1	

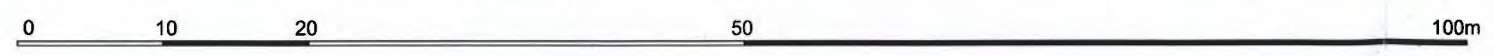
© 2018 moss architecture ltd

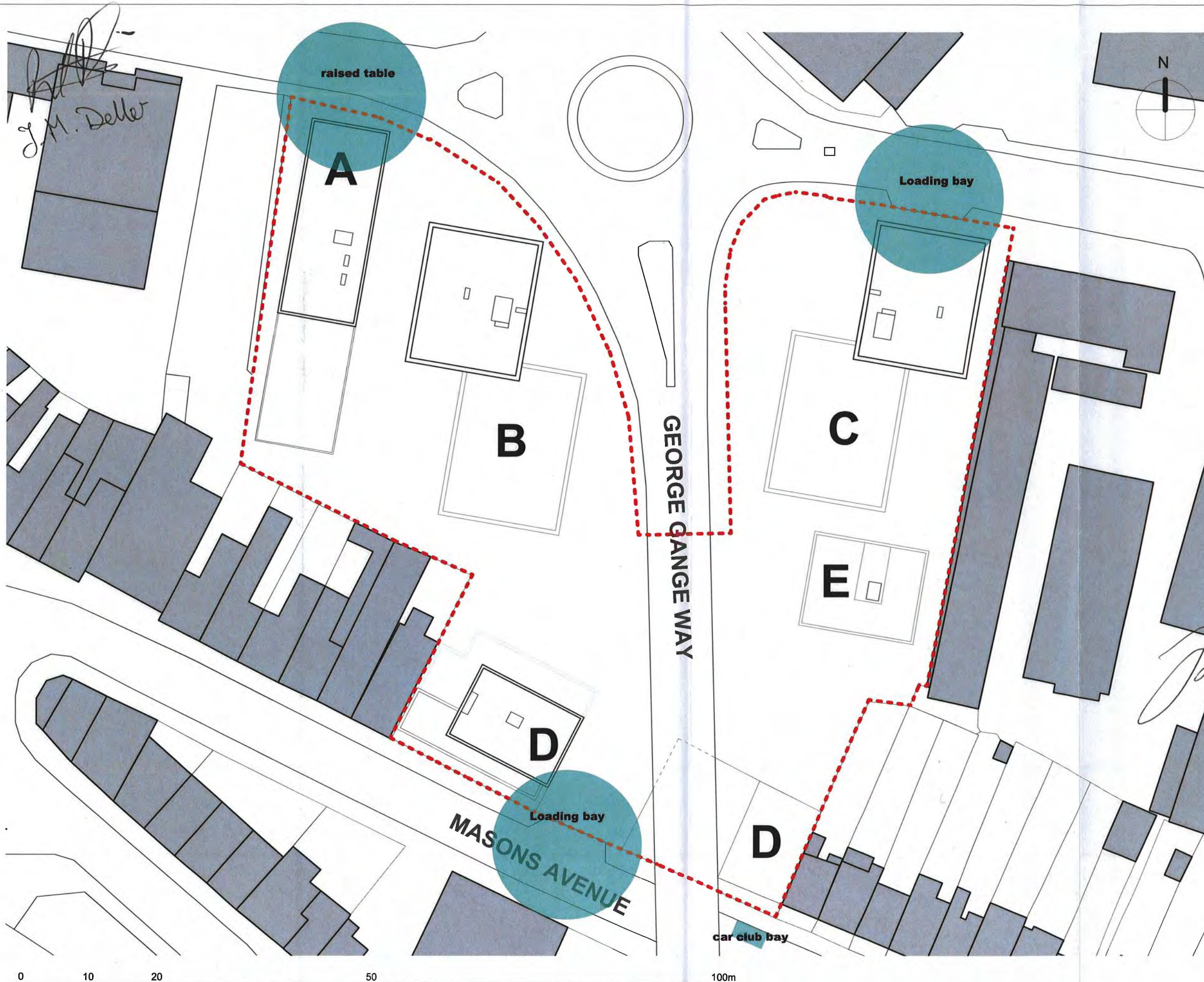
no.	description / amendments	date
R1	First Issue	03.09.18

client	Origin Housing		
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR		
drawing title	Site Plan 2 - Block D		
scale	1:500@A3	date	Sept 18
drawing no. & revision	M701_005.R1	status	S106 Plan

moss @rchitecture ltd

54 - 58 Great Bullfinch Street - London - E61 9BL
 tel +44(0)20 7234 9329 fax +44(0)20 72378544
 e-mail +surveys@moss-architecture.com +web www.moss-architecture.com





DRAWING NOTES

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with mca's Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

REVISION STATUS

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elic Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

THE WORKS

raised table, for further detail please see drawing provided by YES Eng, ref: Figure 1.2

service bay, for further detail please see drawing provided by YES Eng, ref: Figure 1.2

car club bay, for further detail please see drawing provided by YES Eng, ref: Figure 1.2

[Handwritten signatures]

DRAFT

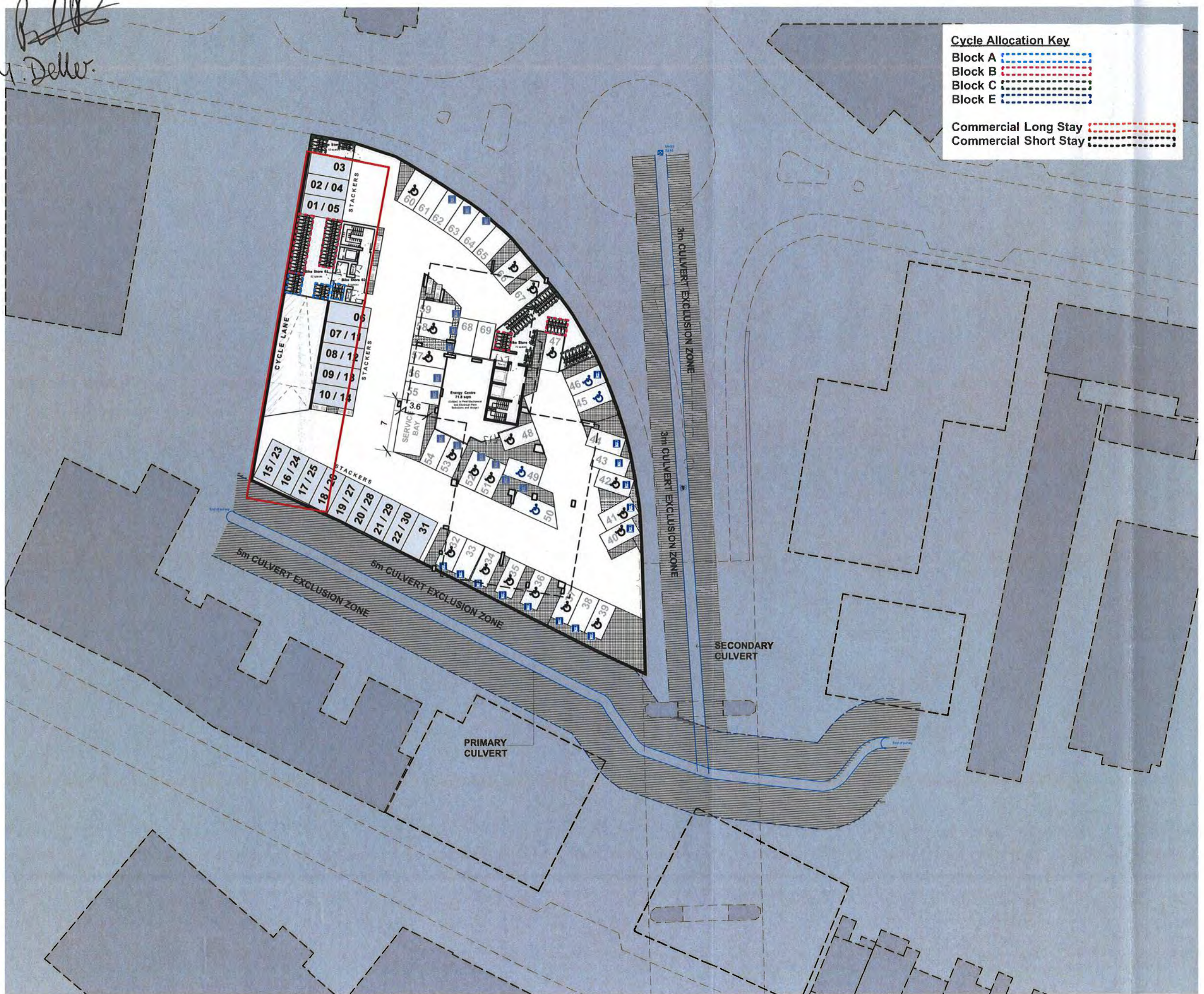
Electronic file ref	Checked
M701_S106.Site Location Plan.R1	

no.	description / amendments	date
R1	First issue	03.09.18
R2	Service bay renamed Loading bay	23.11.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Site Plan 3 - The Works
scale	1:500@A3
date	Sept 18
drawing no. & revision	M701_006.R2
status	S106 Plan

moss Architecture Ltd
 54 - 52 Great Suffolk Street - London - E01 10L
 tel + 44(0)20 7234 8396
 fax + 44(0)20 72676644
 e-mail + surname@moss-architecture.com + web www.moss-architecture.com

J.M. Deller



Cycle Allocation Key

Block A [Dotted Blue Box]
 Block B [Dotted Red Box]
 Block C [Dotted Green Box]
 Block E [Dotted Black Box]

Commercial Long Stay [Dotted Red Box]
 Commercial Short Stay [Dotted Black Box]

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given. This drawing must not be scaled - used for land transfer purposes - used on site unless issued for construction and must be read in conjunction with the relevant specification clauses. Calculated areas in accordance with most Definition of Areas for Schedule of Areas. Subject to survey and consultation with the Local Authority planning department. All survey information taken from site dimensions and photographs and not an electronic survey. Recommended an electronic survey be carried out prior to proposals. Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SML = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

Outline of Block A

- Electric Parking Bay (15 bays)
- Future Electric Parking Bay (15 bays)
- Residential disabled space
- Commercial employee disabled space (blue badge)
- Motorbike Space

PARKING SCHEDULE

Total Car Spaces: 69
 Residential: 65
 Blue badge commercial: 04

Stackers: 31
 Disabled: 19
 Electric bays 14
 Future electric bays 15
 Motorbike: 06
 Service bay: 01

Cycle (Total 330)
 Basement 172
 GF Covered 116
 21 Sheffield Stands 42

[Handwritten signatures and initials]

Electronic file ref	M701_S106.Site Plan 4 - Basement Plan,R1	Checked
---------------------	--	---------

no.	description / amendments	date
R1	First issue	03.09.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Site Plan 4 - Basement Plan
scale	1:500@A3
date	Sept 18
drawing no. & revision	M701_007.R1
status	S106 Plan

moSS @chitecture ltd

44 - 48 Great South Street - London - E21 6DL
 Tel: +44(0)20 7234 9350
 Fax: +44(0)20 73570644
 Email: enquiries@moSS-architecture.com • web www.moSS-architecture.com



DRAWING NOTES

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department!
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

REVISION STATUS

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SLL = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

Harrow site area : 2,767 sqm (0.276 hectares)

[Handwritten signature]
 物中平

[Handwritten signature]
DRAFT

Electronic file ref	Checked
M701_S106.Site Location Plan.R1	

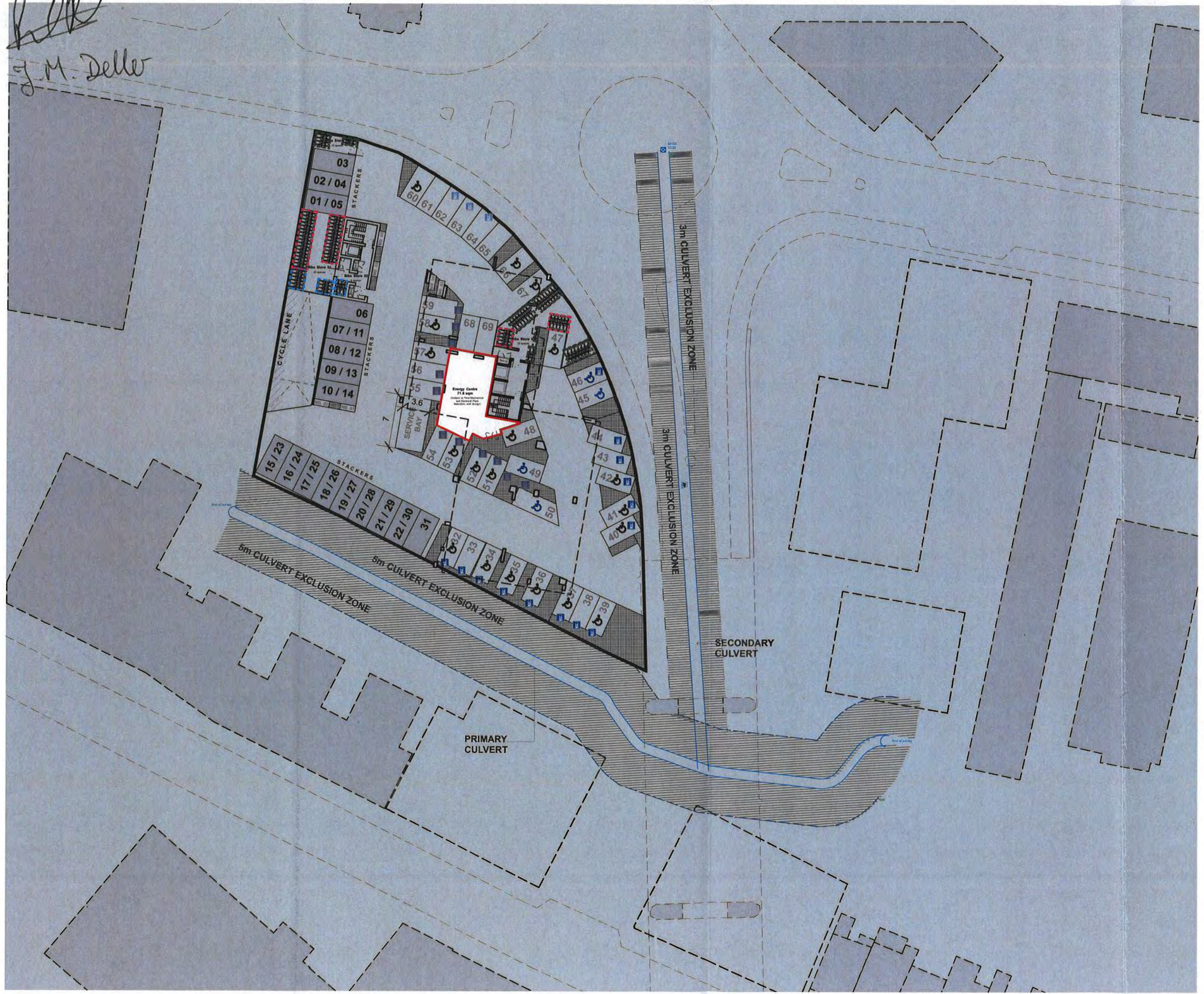
© 2018 moss architecture ltd

no.	description / amendments	date
01	First issue	03.09.18

client	Origin Housing		
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR		
drawing title	Site Plan 5 - Site A		
scale	1:500@A3	date	Sept 18
drawing no. & revision	M701_008.R1	status	S106 Plan

moss architecture ltd
 44 - 48 Great Suffolk Street • London • SE1 6BL
 tel • +44(0)20 7334 6300 fax • +44(0)20 73376844
 e-mail • suriname@moss-architecture.com • web www.moss-architecture.com

J.M. Deller



All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes - used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SML = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plans
• SC = Schedules	• PL = Planning

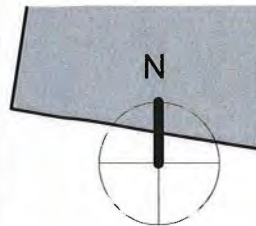
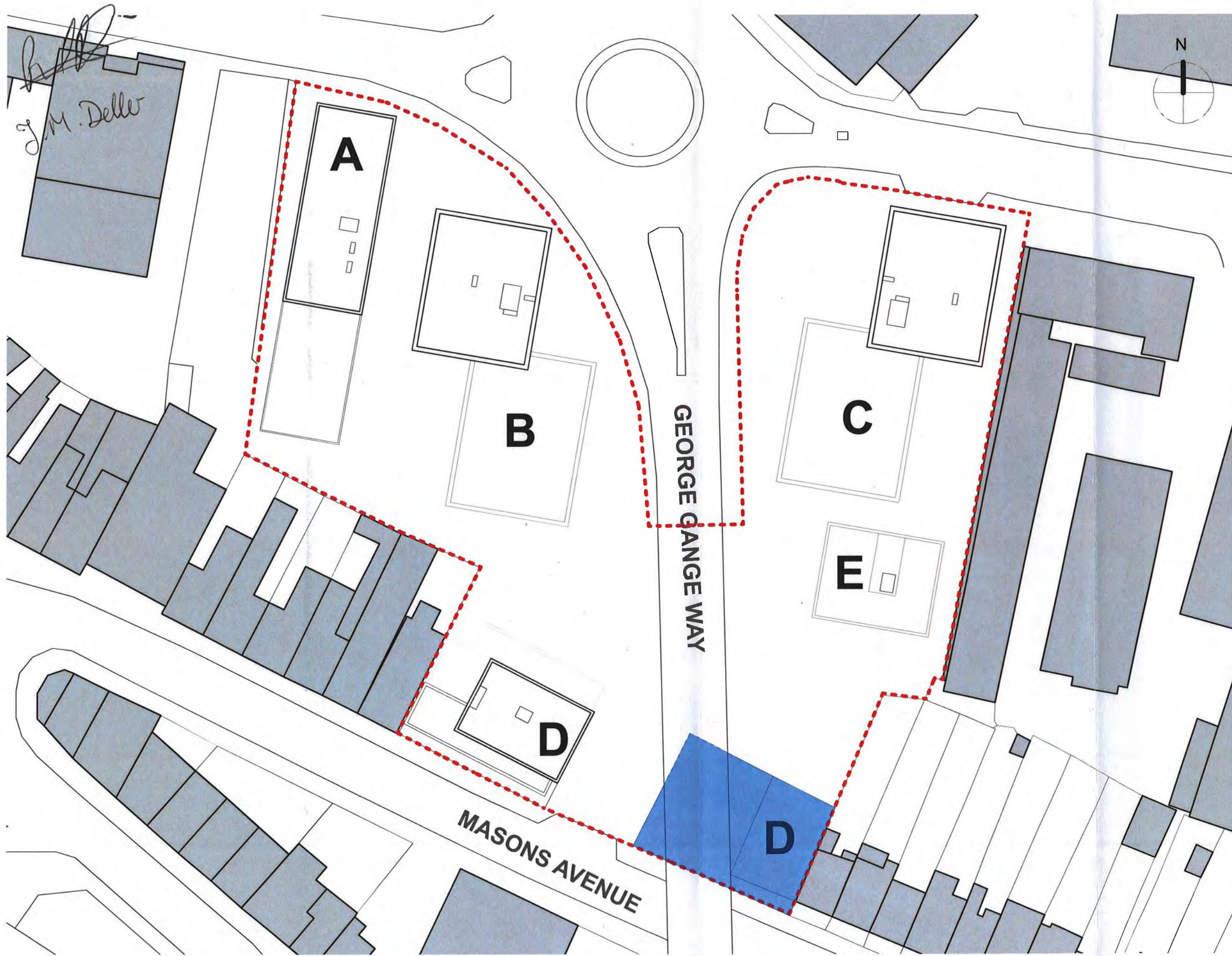
Outline of Energy Centre

[Handwritten signatures and initials]

Electronic file ref	Checked
M701_S106.Site Plan 6 - Energy Centre.R1	
<small>© 2016 moss architecture ltd</small>	

no.	description / amendments	date
R1	First Issue	03.09.18

client	Origin Housing		
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR		
drawing title	Site Plan 6 - On Site Energy Centre		
scale	1:500@A3	date	Sept 18
drawing no. & revision	M701_009.R1	status	S106 Plan



DRAWING NOTES

All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

REVISION STATUS

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plans
• SC = Schedules	• PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

BLOCK D (East)

[Handwritten signatures and initials]

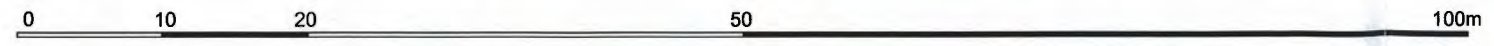
DRAFT

Electronic file ref	Checked
M701_S106.Site Plan 7 - Block D (East).R1	

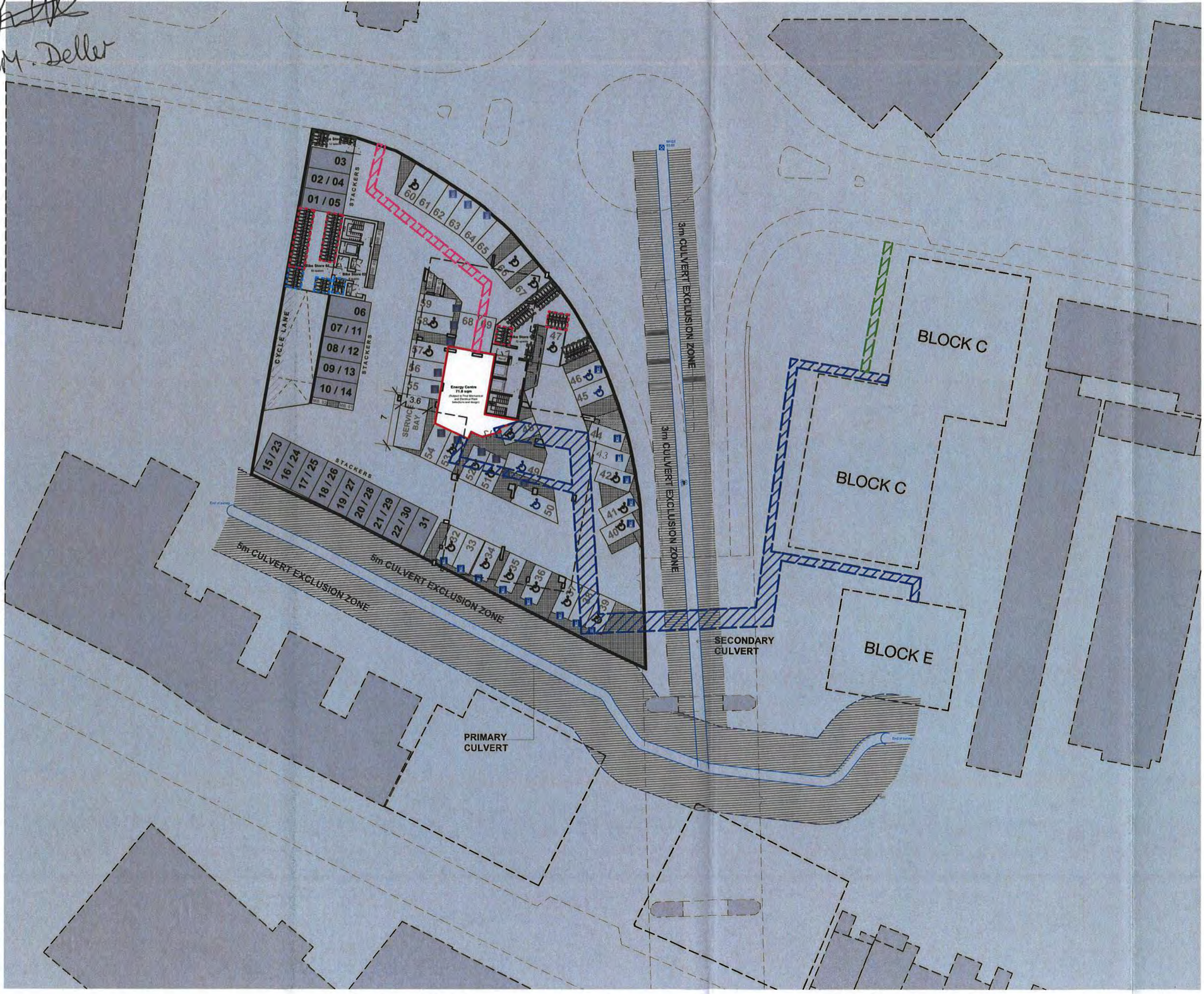
no.	description / amendments	date
R1	First Issue	03.09.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Site Plan 7 - Block D (East)
scale	1:500@A3
date	Sept 18
drawing no. & revision	M701_010.R1
status	S106 Plan

moss architecture ltd
 54 - 58 Great Bullfinch Street - London - SE1 9BL
 tel +44(0)20 7234 9320
 fax +44(0)20 7517844
 email + suriname@moss-architecture.com + web www.moss-architecture.com



J.M. Deller



NOTES:
 All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes - used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas.
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

Outline of Energy Centre

NOTES:
 These routes are indicative and subject to survey by any future developer wishing to explore making a connection. They are subject to the agreement and requirements with all affected statutory service and infrastructure providers.

They are subject to the connection proposal being commercially and technically viable.

Potential routes for connection to a possible decentralised energy network.

MEP pipework services to run at high level within basement carpark area including site wide heating services, electrical and communications cables.

AA6 ROUTE
 (SITE WIDE CHP DISTRIBUTION)

PRIMARY DHN ROUTE
 (CONNECTION TO EXTERNAL INFRASTRUCTURE)

SECONDARY DHN ROUTE
 (CONNECTION TO EXTERNAL INFRASTRUCTURE)

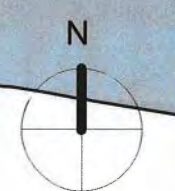
[Handwritten signatures and initials]

Electronic file ref	Checked
M701_S106.Site Plan 8 - DHN and CHP Safeguarding Route.R2	

no.	description / amendments	date
R1	Final issue	13.11.18
R2	Revised to include AA6 CHP route	23.11.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Site Plan 8 - DHN and CHP Safeguarding Route.
scale	1:500@A3
date	Sept 18
drawing no. & revision	M701_001.R2
status	S106 Plan

DRAFT



All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specifications, clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elec Layout Plans
• S = Sections	• CP = Convergence Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

BLOCK A*
 1 x 1 bed
 13 x 2 bed
 3 x 3 bed
 * complete block (A) affordable, all floors

BLOCK B
 2 no, 3 bed affordable, located on the ground floor
 **3 no, 1 bed affordable, located on the 1st,2nd,3rd,4th, 5 + 6th floor
 **4 no, 2 bed affordable, located on the 1st,2nd,3rd,4th, 5 + 6th floor
 2 no, 1 bed affordable, located on the 7th floor
 2 no, 2 bed affordable, located on the 7th floor
 **each floor

BLOCK C
 2 no, 3 bed affordable rented, located on the ground floor

BLOCK E
 **2 no, 2 bed affordable, located on the 1st + 2nd floor
 3 no, 1 bed affordable, located on the 3rd floor
 **each floor

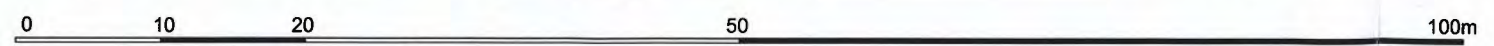
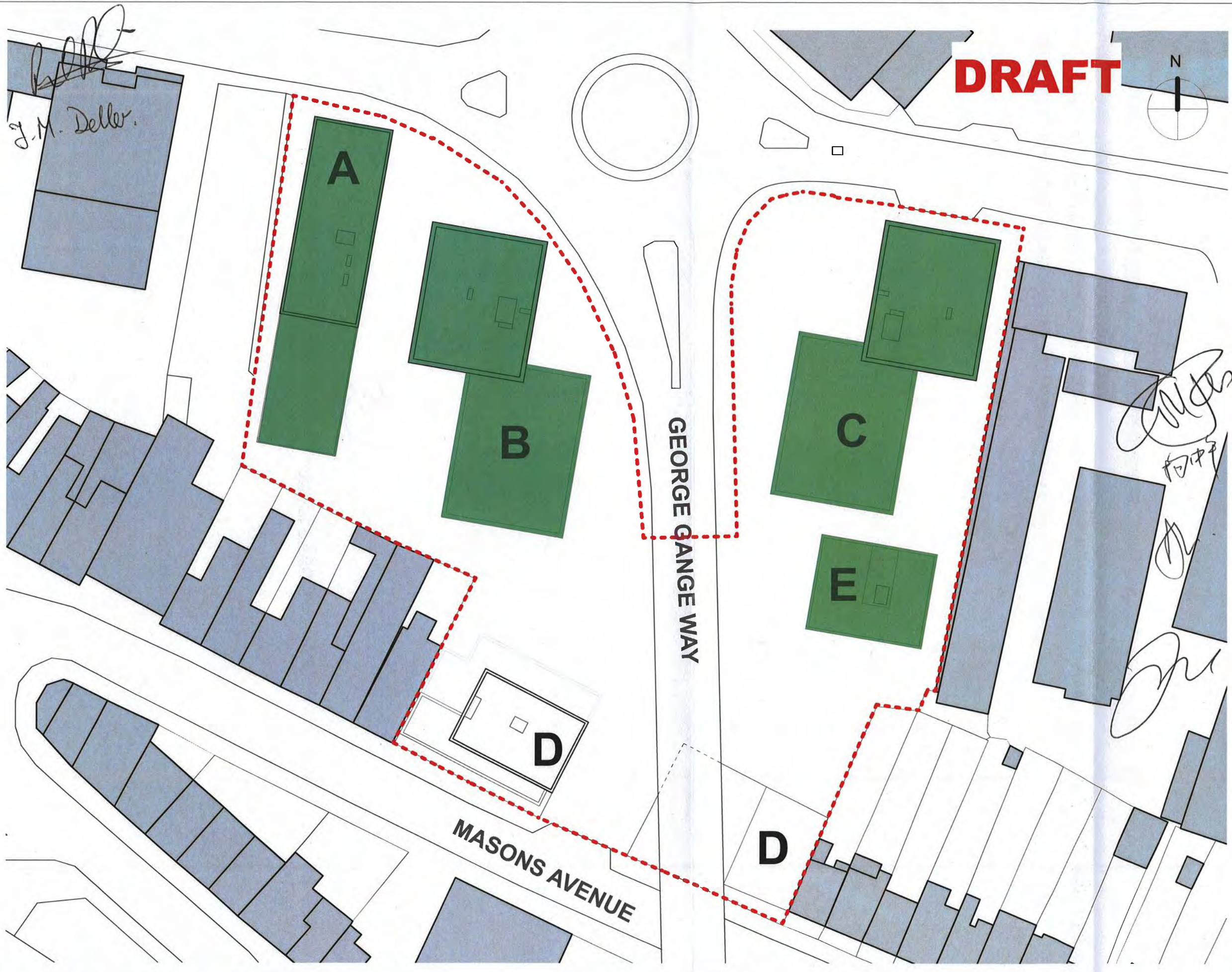
TOTALS
 BLOCK A - 17 no unit
 BLOCK B - 48 no unit
 BLOCK C - 2 no unit
 BLOCK E - 7 no units
TOTAL - 74 no units

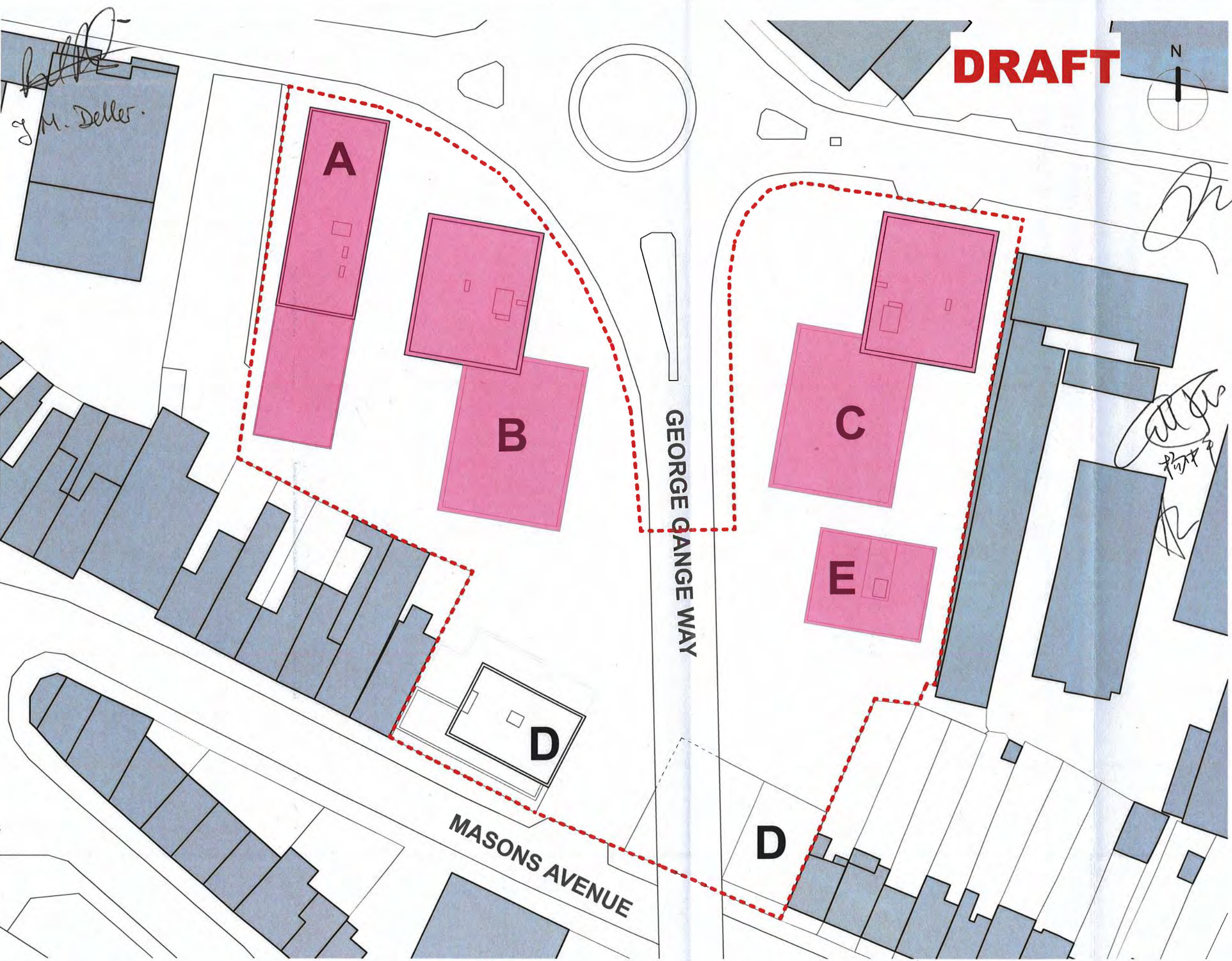
Electronic file ref	Checked
M701_S106_Site Plan 9 - Affordable Housing Units.R1	

no.	description / amendments	date
R1	First Issue	03.09.18
R2	Client Comments Issued (08.09.2018)	10.09.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Plan 9 - Affordable Housing Units
scale	1:500@A3
date	Sept 18
drawing no. & revision	M701_011.R2
status	S106 Plan

moSS ©rchitecture ltd
 24 - 28 Great Suffolk Street - London - SE1 8EL
 tel +44(0)20 7254 8200 fax +44(0)20 72518144
 email: admin@moSS-architecture.com web: www.moSS-architecture.com





J.M. Deller.

all the part

DRAFT

DRAWING NOTES
 All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes -
 used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas.
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

REVISION STATUS

- SL = Site Layout	- SO = Setting Out Plans
- GA = General Arrangement	- SXL = Station Elec Layout Plans
- S = Sections	- CP = Conveyance Plans
- EL = Elevations	- KP = Kitchen Plans
- D = Details	- BP = Bathroom Plan
- SC = Schedules	- PL = Planning

ESTATE / DEVELOPMENT BOUNDARY

BLOCK A*
 1 x 1 bed
 13 x 2 bed
 3 x 3 bed

BLOCK B
 1 no, 3 bed affordable rented, located on the ground floor

BLOCK C
 2 no, 3 bed affordable rented, located on the ground floor

BLOCK E
 2 no, 1 bed affordable rented, located on the third floor

TOTALS
 BLOCK A - 17 no units
 BLOCK B - 1 no unit
 BLOCK C - 2 no units
 BLOCK E - 2 no units
TOTAL - 22 no units

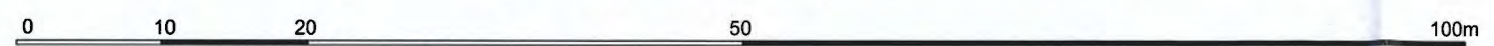
*** complete block (A) affordable rented, all floors**

Electronic file ref	Checked	ELECTRONIC REF.
M701_S106.Site Plan 10 - London Affordable Rented Housing Units.R1		
<small>© 2018 moss architecture ltd</small>		

no.	description / amendments	date	DRAWING REVISION
R1	First issue	03.10.18	

client	Origin Housing	DRAWING TITLE INFORMATION
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR	
drawing title	Plan 10 - London Affordable Rented Housing Units	
scale	1:500@A3	date Sept 18
drawing no. & revision	M701_002.R1	status S106 Plan

moss architecture ltd
 tel +44(0)20 7234 8300
 fax +44(0)20 73578844
 54 - 58 Great Bullfinch Street - London - SE1 0DL
 e-mail sumana@moss-architecture.com web www.moss-architecture.com
 MOSS ARCHITECTURE



J.M. Deller

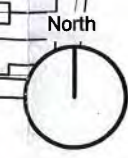
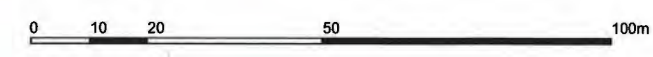
DRAWING NOTES
 All Dimensions, Setting out & Levels must be checked on site and refer to Setting out points and Ordnance Datum Newlyn unless alternative Datum criteria given.
 This drawing must not be scaled - used for land transfer purposes - used on site unless issued for construction and must be read in conjunction with the relevant specification clauses.
 Calculated areas in accordance with most Definition of Areas for Schedule of Areas.
 Subject to survey and consultation with the Local Authority planning department.
 All survey information taken from site dimensions and photographs and not an electronic survey.
 Recommended an electronic survey be carried out prior to proposals.
 Levels are indicative only.

Revision Status

• SL = Site Layout	• SO = Setting Out Plans
• GA = General Arrangement	• SKL = Sketch Elec Layout Plans
• S = Sections	• CP = Conveyance Plans
• EL = Elevations	• KP = Kitchen Plans
• D = Details	• BP = Bathroom Plan
• SC = Schedules	• PL = Planning

- SITE A
27-31 MASONS AVENUE HA3 5AH
- SITE B
35-41 PALMERSTON ROAD HA3 7RR
- SITE C
35-41 PALMERSTON ROAD HA3 7RR

[Handwritten signatures and initials]



Electronic file ref	Checked
M701_S106 Site Plan 11 - SITE OWNERSHIP	
<small>© 2018 moss architecture ltd</small>	

no.	description / amendments	date
M701_011.R2	Draw issued for comment	28.11.18
M701_011.R2	Boundary area next to road side by site & North point added	28.11.18

client	Origin Housing
address	9 - 11 + 37 Palmerston Road 27 - 31 Mason's Ave, HA3 7RR
drawing title	Plan 11 - Site Ownership
scale	1:1250@A3
date	Nov 18
drawing no. & revision	M701_011.R2
status	S106 Plan

moss architecture ltd
 84 - 88 Great Suffolk Street - London - SE1 0SL
 tel + 44(0)20 7234 9200
 fax + 44(0)20 7257 6644
 e-mail + sarah.m@mosse-architecture.com + web www.mosse-architecture.com

SCHEDULE 3

Affordable Housing and Viability Review

Part 1 – Affordable Housing

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1 Subject to any provisions of the Additional Affordable Housing Scheme, the Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split and the remaining paragraphs of this schedule 3;
- 1.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not be required to exceed 50 per cent (by Habitable Room) of the Residential Units PROVIDED THAT 149 Habitable Rooms are provided in the Affordable Housing Units or Additional Affordable Housing Units as London Affordable Rented Housing and 99 Habitable Rooms are provided in the Affordable Housing Units or Additional Affordable Housing Units as London Shared Ownership Housing (such provision reflecting a 60%:40% split between London Affordable Rented Housing and London Shared Ownership Housing).

2. AFFORDABLE HOUSING PROVISION

2.1 The Owner shall not:

- (a) Occupy or permit the Occupation of the London Affordable Rented Housing Units for any purpose other than for London Affordable Rented Housing for the lifetime of the Development;
- (b) Occupy or permit the Occupation of 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 Lessee has Staircased to 100 per cent equity in respect of a particular London Shared Ownership Housing Unit; or
- (c) Occupy or permit the Occupation of any Additional Affordable Housing Units for any purpose other than for London Affordable Rented Housing and/or London Shared Ownership Housing (as applicable) for the life of the Development save where a London Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular Additional Affordable Housing Unit.

3. DELIVERY OF AFFORDABLE HOUSING

3.1 The Owner shall:

- (a) ensure no less than ten per cent (by Habitable Room) of the Affordable Housing Units are accessible for wheelchair users across all tenures and unit sizes;
- (b) provide details (including 1:50 floor plans) of the proposed wheelchair accessible Affordable Housing Units to the Council for approval prior to Commencement of the Development; and
- (c) not Commence the Development until the details of the proposed wheelchair accessible Affordable Housing Units have been approved in writing by the Council or the GLA;

- 3.2 The Owner shall ensure that the Affordable Housing Units and any Additional Affordable Housing Units are designed and constructed in accordance with the London Design Standards and any Additional Affordable Housing Scheme;
- 3.3 The Owner shall:
- (a) prior to first Occupation of more than 50 per cent of the Open Market Housing Units:
 - (i) Practically Complete the Affordable Housing Units and make them available for Occupation;
 - (ii) dispose of all the Affordable Housing Units to an Affordable Housing Provider(s) by way of freehold sale or grant of a lease of not less than 125 years; and
 - (iii) procure that the Affordable Housing Provider(s) has entered into a Nominations Agreement with the Council in respect of all the Affordable Housing Units; and
 - (b) not first Occupy more than 50 per cent of the Open Market Housing Units until the requirements of this paragraph 3.3 have been satisfied in full and satisfactory evidence of the same has been provided to the Council;

3.4 The Affordable Housing Provider shall in relation to the units they acquire:

- (a) comply and procure compliance with the terms of this Deed in so far as they relate to the Affordable Housing Units;
- (b) enter into a Nominations Agreement with the Council prior to first Occupation of the Affordable Housing Units; and
- (c) not amalgamate or sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.

4. **EXCLUSION OF LIABILITY**

4.1 Subject to paragraph 4.2 below the obligations and restrictions contained in paragraphs 1 to 3 of this schedule shall not bind:

- (a) a Chargee seeking to dispose of any Affordable Housing Unit or Additional Affordable Housing Unit pursuant to its power of sale under its Charge and who has first complied with the provisions of paragraph 4.2;
- (b) any RTA Purchaser;
- (c) any person or body deriving title through or from any of the parties mentioned in paragraphs 4.1(a) to **Error! Reference source not found.**; or
- (d) any London Shared Ownership Housing Unit where the London Shared Ownership Lessee has acquired 100 per cent of the equity in such unit through Staircasing;

4.2 In order to benefit from the protection granted by paragraph 4.1, a Chargee must:

- (a) prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units, serve a Default Notice on:
 - (i) the Council by delivery by hand to the Council's offices at Civic Centre, Station Road, Harrow, Middlesex HA1 2UH during 9 a.m. - 4:30 p.m. or

using first class registered post to the Council's offices at PO Box 2, Civic Centre, Station Road, Harrow, Middlesex HA1 2UH in either case addressed to the Head of Planning and Head of Legal Services of the Council; and

- (ii) the GLA either (A) by delivery by hand to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day or (B) by using first class registered post to both the GLA's offices at City Hall, The Queen's Walk, London, SE1 2AA (addressed to the Chief Planner) and TfL's offices at 55 Broadway, London SW1H 0BD (addressed to TfL's Legal Manager for Property and Planning);
- (b) when serving the Default Notice, provide to the GLA and the Council official copies of the title registers and plans for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
 - (c) subject to paragraph 4.7(a) 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 (and including) the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the Council or the GLA (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served;
- 4.4 Not later than 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 Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) ("**the Buyer**")), the Chargee will grant to the Buyer an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:
- (a) the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition - 2018 Revision) (with any variations that may be agreed in writing between the parties to the Option (acting reasonably));
 - (b) the price for the sale and purchase will be agreed in accordance with paragraph 4.5(b) below or determined in accordance with paragraph 4.6 below;
 - (c) provided that the purchase price has been agreed in accordance with paragraph 4.5(b) below or determined in accordance with paragraph 4.6 below, but subject to paragraph 4.4(d) below, the Buyer 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;
 - (d) the Option will expire upon the earlier of:
 - (i) notification in writing by the Buyer to the Chargee that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval;
 - (ii) the expiry of the Moratorium Period; and

- (e) any other terms agreed in writing between the parties to the Option (acting reasonably);
- 4.5 Following the service of the Intention Notice:
- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer 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
 - (b) the Buyer 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:
 - (i) 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 3; and
 - (ii) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due;
- 4.6 On the date falling 10 Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 4.5(b)(i) above:
- (a) the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 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;
 - (b) if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 4.5(b)(i) 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;
 - (d) the independent surveyor shall act as an expert and not as an arbitrator;
 - (e) the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - (f) the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - (g) 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, restrictions and other provisions contained in paragraphs 1 to 3 of this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) neither the GLA nor the Council has served an Intention Notice before expiry of the Intention Notice Period; or
 - (b) the Chargee has executed an agreement to grant the Option in accordance with paragraph 4.4 above and has delivered and unconditionally released that agreement to the Buyer for dating and completion but the Buyer has not entered into that agreement on or before the date on which the Moratorium Period expires; or
 - (c) the Buyer 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
 - (d) the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval;
- 4.8 The GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 4.2 to 4.7 above (inclusive).

Part 2 – Submission of Viability Review and Use of Surplus Profit

5. VIABILITY REVIEW TRIGGER

- 5.1 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 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 the GLA to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date;
- 5.2 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 the Council and the GLA to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;
- 5.3 Following the Owner's notification pursuant to paragraph 5.1 of this schedule 3, the Owner shall afford the Council and the GLA (and their agents) access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:
- (a) provide the Owner with reasonable written notice of their intention to carry out such an inspection;
 - (b) comply fully with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent;
- 5.4 No later than 20 Working Days after the Council and the GLA receives:
- (a) notice pursuant to paragraph 5.1 of this schedule 3; or
 - (b) if the Council or the GLA makes a request under paragraph 5.2 of this schedule 3, the additional documentary evidence;

the Council (and, if it elects to do so, the GLA) shall inspect the Land 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 Land, the GLA) considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date;

- 5.5 Subject to paragraph 5.6 below, if the Council or GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved on or before the Substantial Implementation Target Date then this paragraph 5 shall continue to apply mutatis mutandis until the Council (and, if the GLA has elected to inspect the Land, the GLA) has notified the Owner pursuant to paragraph 5.4 of this schedule 3 that Substantial Implementation has been achieved;
- 5.6 If the GLA elects to inspect the Land, 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 Owners under paragraph 5.5 above) shall override the Council's decision in relation to the same (if any);
- 5.7 Any dispute between the Developer and the GLA or the Developer and the Council 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 Land, the GLA) to provide the written confirmation in paragraph 5.4 above within the time period specified in that paragraph) may be referred to dispute resolution in accordance with clause 9;
- 5.8 The Owner shall not Occupy the Development or any part thereof until:
- (a) the GLA (or, only if the GLA has not elected to inspect the Land, the Council) has notified the Owners pursuant to paragraph 5.4 of this schedule 3, or an independent person has determined pursuant to clause 9 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or
 - (b) the GLA has confirmed in writing pursuant to paragraph 7.6 of this schedule 3 its agreement with the Council that no Additional Affordable Housing Units are required or an independent person has determined pursuant to clause 9 that no Additional Affordable Housing Units are required; or
 - (c) if the GLA has confirmed in writing pursuant to paragraph 7.6 of this schedule 3 or an independent person has determined pursuant to clause 9 that Additional Affordable Housing Units are required, the GLA has confirmed pursuant to this schedule 3 its approval of an Additional Affordable Housing Scheme or an independent person has determined that an Additional Affordable Housing Scheme is approved pursuant to clause 9.

6. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 6.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 5.4 of this schedule 3 (subject to paragraph 5.6 above) or pursuant to Clause 9 of this Deed (Dispute Resolution)):
- (a) the Owner shall submit to the Council and the GLA the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 5.4 of this schedule 3 or an independent person has determined pursuant to clause 9, that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available:
 - (i) the Development Viability Information;

- (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it shall be deemed to be zero) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

(b) paragraphs 7 and 8 of this schedule 3 shall apply.

7. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 7.1 The Council shall assess the information submitted pursuant to paragraph 6 of this schedule 3 and assess whether in its view, acting reasonably, 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 (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence being relevant and also being provided to the Owner;
- 7.2 The Council and the GLA may jointly or each appoint an External Consultant to assess the information submitted pursuant to 6 of this schedule 3 PROVIDED THAT:
- (a) the Council shall not appoint any External Consultant without first consulting the GLA as to the identity of such External Consultant and the terms of his/her appointment; and
 - (b) any External Consultant 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) within 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 6 of this schedule 3;
- 7.3 In the event that the Council the GLA and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the GLA, the Council or any External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the GLA the Council and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2;
- 7.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 6 of this schedule 3, 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;
- 7.5 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 (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 7.4 of this schedule 3;

- 7.6 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 7.5 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 7.5 and this paragraph 7.6 shall continue to apply mutatis mutandis;
- 7.7 Not later than 15 Working Days after receipt of the Council's notification under paragraph 7.4 above or, if later, the Council's notification under paragraph 7.6 above, the GLA shall confirm in writing to the Council and the Owners whether it agrees with the Council's intended decision in paragraph 7.4 or 7.6 of this schedule 3 (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 1a and Formula 2 subject to such evidence being relevant and also being provided to the Owner and the Council and:
- (a) if the GLA agrees with the Council's intended decision, paragraphs 7.8 and 8 below shall apply (if relevant); and
 - (b) if the GLA disagrees with the Council's intended decision:
 - (i) it shall provide reasons to which the Owners and the Council shall have regard;
 - (ii) the Owners shall submit, or re-submit, an Additional Affordable Housing Scheme for approval by the Council, if required by the GLA, not later than 20 Working Days after the GLA's confirmation pursuant to this paragraph 7.7;
 - (iii) the Council shall notify the GLA and the Owners in writing of its intended decision as to whether the re-submitted Additional Affordable Housing Scheme is approved not later than 20 Working Days after the Owners' submission pursuant to paragraph 7.7(b)(ii) above; and
 - (iv) this paragraph 7.7 shall apply mutatis mutandis to such re-submitted Additional Affordable Housing Scheme;

PROVIDED THAT if the Owners have referred the matter to dispute resolution pursuant to paragraph 7.10 of this schedule 3 the Owners shall not be required to submit or re-submit an Additional Affordable Housing Scheme for approval unless and until the independent person has determined that such Additional Affordable Housing Scheme is required;

- 7.8 If the Council's reasonable assessment pursuant to paragraph 7.4 of this schedule 3 concludes and the GLA has confirmed in writing its agreement with such determination in accordance with paragraph 7.7 above, that:
- (a) 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
 - (b) a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

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

towards offsite Affordable Housing prior to Occupation of 50% of the Open Market Housing Units;

7.9 The Owner shall pay the Council and the GLA's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of this schedule 3 including those of the External Consultant(s) within 20 Working Days of receipt of a written request for payment;

7.10 Following the GLA's confirmation pursuant to paragraph 7.7 above or if the GLA fails to provide that confirmation within the time period specified in paragraph 7.7 above, any party may refer the matter to dispute resolution pursuant to clause 9 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).

8. **DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

8.1 Where it is determined pursuant to paragraph 7.6 of this schedule 3 that one or more Additional Affordable Housing Units are required, the Owner shall not Occupy or permit the Occupation of more than 50 percent of the Open Market Housing Units unless and until it has:

(a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the GLA or pursuant to clause 7.10 and made them available for Occupation; and

(b) paid any remaining surplus profit pursuant to paragraph 7.8 of this schedule 3 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area;

8.2 The Parties agree that the terms of paragraphs 2 to 4 of this part 1 schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

9. **PUBLIC SUBSIDY**

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

10. **MONITORING**

10.1 The Council covenants with the GLA to report to the GLA through the London Development Database the information in paragraph 10.2 below (to the extent applicable) as soon as reasonably practicable after the GLA's confirmation in writing pursuant to paragraph 7.6 of this schedule 3 that the Additional Affordable Housing Scheme is approved;

10.2 The information referred to in paragraph 10.1 above is:

(a) the number and tenure of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any);

(b) any changes in the tenure or affordability of the Affordable Housing Units; and

(c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 7.7 of this schedule 3.

SCHEDULE 3: ANNEX 1

11. FORMULA 1A (SURPLUS PROFIT AVAILABLE FOR ADDITIONAL ON-SITE AFFORDABLE HOUSING)

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

Where:

A = Estimated GDV (£)

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

C = Percentage change in the Land Registry House Price Index for new build properties for the Council's administrative area from grant of Permission to Review Date (using the latest index figures publicly available) (%)

D = Estimated Build Costs (£)

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

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Permission to Review Date (using the latest index figures publicly available) (%)

P = $(A - B) * Y$

Y = 17%

Notes:

(A - B) represents the change in Estimated GDV from the date of the Permission to the Review Date

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

12. **FORMULA 2 (ADDITIONAL AFFORDABLE HOUSING)**

X = Additional London Affordable Rented Housing requirement (Habitable Rooms) to be converted from Open Market Housing Units

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

Where X is greater than 43:

Z = Additional London Affordable Rented Housing requirement (Habitable Rooms) to be converted from London Shared Ownership Housing

$$Z = (H \div (C - B)) \div D$$

Where:

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

B = Average Low Cost Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 25 m²

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

F = 100 (%)

H = E - J where:

J is the amount of surplus that results in X being 43(£)

Notes:

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

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

$(E * F) \div (A - B)$ represents the additional London Affordable Rented Housing requirement (m²).

H represents the surplus remaining after 43 Habitable Rooms have been converted from Open Market Housing Units to London Affordable Rented Housing which is to be used to convert London Shared Ownership Housing to London Affordable Rented Housing.

SCHEDULE 4

Decentralised Heating Network

1. AAP SITE 6

1.1 The Owner shall:

- (a) Prior to the Commencement Date submit details of the provision being made to ensure that the CHP may be capable of being connected to any future redevelopment of AAP Site 6 via the AAP Site 6 Route such provision to include (but shall not be limited to):
 - (i) adequate siting and sizing of the On-Site Energy Centre to allow for potential future installation of additional plant and equipment to allow the On-Site Energy Centre to have sufficient capacity to serve the anticipated future redevelopment of AAP Site 6;
 - (ii) provision of 'tees' and isolation valves in the hot water headers to facilitate the connection to AAP Site 6 at a later date;
 - (iii) provision in the structure of the On-Site Energy Centre to facilitate future heat network connections to the AAP Site 6;
- (b) Not Commence the Development until the details required pursuant to paragraph (a) above have been approved in writing by the Council (the "**Approved CHP Connection Details**");
- (c) Not to carry out the Development other than in accordance with the Approved CHP Connection Details;
- (d) Following Practical Completion of the Development to provide sufficient evidence to satisfy the Council that the Approved CHP Connection Details have been provided;

1.2 The Owner shall not apply for nor implement nor suffer nor permit that any other party or third party applies for or implements any planning permissions (other than the Permission) affecting the AAP Site 6 Route if it would adversely affect the future use of the AAP Site 6 Route as a route through which infrastructure can be laid out to connect the On-Site Energy Centre to AAP Site 6;

1.3 The Owner shall subject to AAP Site 6 being redeveloped and the proposed development for that site being capable of connecting to the On-Site Energy Centre, and subject to being able to agree commercially acceptable terms with the developers of the AAP Site 6, use commercially sensible endeavours to facilitate the connection of the On-Site Energy Centre via the AAP Site 6 Route to the proposed development on AAP Site 6 in order for the heating and hot water requirements of the proposed development on AAP Site 6 to be supplied from the On-Site Energy Centre unless it can be demonstrated to the reasonable satisfaction of the Council that making such a connection would not be financially viable and/or technically feasible.

2. FUTURE DISTRICT HEATING NETWORK

2.1 The Owner shall:

- (a) Submit details of the DHN Route to the Council for approval prior to the Commencement Date;
- (b) Not Commence nor permit the Commencement of the Development until the DHN Route has been approved in writing by the Council (the "**Approved DHN Route**");

- (c) Carry out the Development in accordance with the Approved DHN Route;
- (d) Following Practical Completion of the Development provide sufficient evidence to satisfy the Council that the obligations relating to the Approved DHN Route have been observed and performed;

2.2 The Owner shall:

- (a) Prior to the Commencement Date submit details to the Council to demonstrate that the Development may be capable of being connected to a future District Heating Network via the Approved DHN Route such details to include (but shall not be limited to) the following measures:
 - (i) provision of 'tees' and isolation valves in the hot water headers to facilitate the connection of an interfacing heat exchanger at a later date;
 - (ii) provision of adequate space within the On-Site Energy Centre for the heat exchanger;
 - (iii) provision in the structure of the On-Site Energy Centre building to facilitate future heat network connections;
- (b) Not Commence the Development until the details required pursuant to paragraph 2.1(a) above have been approved in writing by the Council (the "**Approved District Heating Network Connection Details**");
- (c) Not carry out the Development other than in accordance with the Approved District Heating Network Connection Details;
- (d) Following Practical Completion of the Development provide sufficient evidence to satisfy the Council that the Approved District Heating Network Connection Details have been provided;

2.3 The Owner shall not apply for nor implement nor suffer nor permit that any other party or third party applies for or implements any planning permissions (other than the Permission) affecting the Approved DHN Route if it would adversely affect the future use of the Approved DHN Route as a route through which infrastructure can be laid out to connect the On-Site Energy Centre to a future District Heating Network;

2.4 In the event that the Council has disclosed detailed design information of the District Heating Network (including any interim arrangements) prior to installation of the plant and equipment proposed to be installed in the On-Site Energy Centre, then subject to being able to agree commercially acceptable terms with the operator of the District Heating Network the Owners shall use commercially sensible endeavours to facilitate connection of On-Site Energy Centre to any District Heating Network via the Approved DHN Route including the entering into an agreement with the operator of the District Heating Network to secure the supply of heat energy from the District Heating Network to serve the heat and hot water demands of the Development unless it can be demonstrated to the Council's reasonable satisfaction that making such connection will not be financially viable and/or technically feasible.

SCHEDULE 5

Employment

Part 1 - Financial Contributions

1. EMPLOYMENT AND TRAINING CONTRIBUTION

1.1 The Owner shall:

- (a) pay the Employment and Training Contribution prior to the Commencement Date; and
- (b) not Commence nor permit Commencement until the Employment and Training Contribution has been paid in full to the Council.

Part 2

Employment Initiatives

1. EMPLOYMENT AND TRAINING STRATEGY

1.1 The Owner shall:

- (a) submit the Employment and Training Strategy to the Council for approval prior to Implementation of the Development;
- (b) not to Implement the Development until the Employment and Training Strategy has been approved in writing by the Council (the "**Approved Employment and Training Strategy**");
- (c) use reasonable endeavours to implement and comply at all times with the Approved Employment and Training Strategy; and
- (d) monitor the implementation of the Approved Employment and Training Strategy and provide sufficient monitoring information to the satisfaction of the Council at three month intervals throughout the life of the Development;

1.2 The Owner may submit revisions to the Approved Employment and Training Strategy to the Council for approval, and where approval is granted, references to the Approved Employment and Training Strategy shall be deemed to be a reference to the Approved Employment and Training Strategy as revised;

1.3 In the event that the Council considers (acting reasonably) that the Approved Employment and Training Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Employment and Training Strategy and the Owner shall thereafter use reasonable endeavours to implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 9.

2. LOCAL PROCUREMENT

2.1 The Owner shall no later than three months prior to Commencement Date provide the Council with a schedule of the construction contracts and suppliers required during the Construction Period, such schedule to:

- (a) include the estimated value/budget of packages, expected start and completion timeframes and any additional health and safety requirements for specific packages; and
 - (b) show all opportunities for contracted and sub-contracted supplies and services;
- 2.2 The Owner shall use reasonable endeavours to ensure that the total value of contracts procured from Local Businesses throughout the Construction Period shall be no less than 15% of the total value of the goods and services procured;
- 2.3 The Owner shall report the value of all orders placed with Local Businesses to the Council on the completion of the tendering stage for the construction of the Development;
- 2.4 The Owner shall upon written request provide the Council with written evidence of its compliance with the provisions of this paragraph 2.

Part 3

Flexible Workspace Management Plan

1. FLEXIBLE WORKSPACE MANAGEMENT PLAN

- 1.1 The Owner shall:
- (a) submit the Flexible Workspace Management Plan to the Council for approval prior to Commencement of that part of the Development comprising Block D;
 - (b) not Commence that part of the Development comprising Block D until the Flexible Workspace Management Plan has been approved in writing by the Council (the "**Approved Flexible Workspace Management Plan**");
 - (c) use reasonable endeavours to implement and comply at all times with the Approved Flexible Workspace Management Plan; and
 - (d) monitor the implementation of the Approved Flexible Workspace Management Plan and provide sufficient monitoring information to the satisfaction of the Council at three month intervals throughout the life of the Development;
- 1.2 The Owner may submit revisions to the Approved Flexible Workspace Management Plan to the Council for approval, and where approval is granted, references to the Approved Flexible Workspace Management Plan shall be deemed to be a reference to the Approved Flexible Workspace Management Plan as revised;
- 1.3 In the event that the Council considers (acting reasonably) that the Approved Flexible Workspace Management Plan is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Flexible Workspace Management Plan and the Owner shall thereafter use reasonable endeavours to implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 9 and any such amendments will be suspended until the dispute has been resolved.

Part 4

Block D

1. BLOCK D

- 1.1 The Owner shall use reasonable endeavours to secure vacant possession of Site A as soon as reasonably practicable;
- 1.2 The Owner shall use all reasonable endeavours to Practically Complete Block D as soon as reasonably practicable following vacant possession of Site A being secured;
- 1.3 Where despite the use of all reasonable endeavours in accordance with paragraph 1.1 above the Owner has been unable to secure vacant possession of Site A by 14 January 2026 ("the **Longstop Date**") then the Owner shall pay the Flexible Workspace Contribution to the Council such payment to be made on or within 20 Working Days after the Longstop Date;
- 1.4 Upon payment of the Flexible Workspace Contribution by the Owner (and receipt of the same by the Council) in accordance with paragraph 1.3 above the obligations on the Owner at paragraphs 1.1 and 1.2 of this schedule 5 and the obligations within Part 3 of this schedule 5 will fall away.

part 4 of
Answer LLP
17.06.2019

SCHEDULE 6

Transport and Highways

1. HIGHWAYS WORKS

- 1.1 The Owner shall not Commence the Development or allow or permit Commencement unless and until it has entered into the Section 278 Agreement with the Council that shall provide for the Highway Works to be undertaken;
- 1.2 The Owner shall not allow or permit Occupation of the Development unless and until the Highway Works have been undertaken and completed in accordance with the Section 278 Agreement as completed with the Council;
- 1.3 The Highway Works shall comprise the following:
- (a) provision of the Raised Table;
 - (b) provision of the Loading Bays; and
 - (c) provision of the Car Club Parking Space;
- 1.1 The Owner covenants with the Council to ensure that the Section 278 Agreement includes provision for the payment by the Owner to the Council of the Order Fees such payment to be made on completion of the Section 278 Agreement.

2. WALKING AND CYCLING CONTRIBUTION

- 2.1 The Owner shall:
- (a) pay the Walking and Cycling Contribution prior to Commencement; and
 - (b) not Commence nor permit Commencement until the Walking and Cycling Contribution has been paid in full to the Council.

SCHEDULE 7

Travel Plans

1. TRAVEL PLAN

1.1 The Owner shall not to Occupy or permit the Occupation of the Development until:

- (a) the Travel Plan has been submitted to the Council; and
- (b) the Council has approved the Travel Plan in writing; and
- (c) the Travel Plan Remedial Sum has been paid to the Council; and
- (d) the Travel Plan Monitoring Fee has been paid to the Council;

1.2 The Travel Plan shall provide as a minimum:

- (a) a timetable for the implementation of measures, identifying timescales and responsibilities for ensuring implementation;
- (b) a schedule of Travel Plan monitoring, which includes both surveys and monitoring reports to be submitted to the Council. The Travel Plan period shall not be less than 5 years from the date of Occupation of the Development;
- (c) an initial baseline survey to be undertaken within 6 months of first Occupation of the Development;
- (d) the methods of carrying out the surveys for the purposes of monitoring to include details of the equipment to be used, the methods of collecting the data and the methods for calculating the modal shift; and
- (e) a budget for the implementation of measures and carrying out of surveys, and a commitment to spend this budget;

1.3 The Travel Plan shall be compliant with Transport for London's current Travel Plan guidance, found online on its website www.TfL.gov.uk.

2. TRAVEL PLAN COORDINATOR

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

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

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

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

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

3. TRAVEL PLAN IMPLEMENTATION

- 3.1 The Owner shall from first Occupation use reasonable endeavours to fully implement the Travel Plan approved by the Council in accordance with the timescales contained in the Travel Plan (or as amended by agreement between the Council and the Owner in writing);
- 3.2 The Owner shall use reasonable endeavours to ensure that the Travel Plan is complied with and that each of the targets contained in the Travel Plan is met;
- 3.3 The Owner shall continue to implement and observe the requirements and obligations set out in the Travel Plan (or such amended plan as may be agreed between the Owner and Council) for a period of not less than five years following first Occupation of the Development. Should it be determined that the Travel Plan has not met its targets during the five year period, the Travel Plan period will run for a further reasonable and proportionate period of up to a further five years agreed in writing by the Council during which further measures and remedial actions should be implemented, as appropriate .

4. TRAVEL PLAN MONITORING

- 4.1 The Owner shall undertake a baseline survey within six (6) months of first Occupation in either April/May or October/November. The Owner shall thereafter undertake further monitoring surveys during the same calendar month as the baseline survey in the 3rd and 5th years after first Occupation of the Development;
- 4.2 During years when a survey is due the Owner shall notify the Council at least one month in advance as to the date of the survey;
- 4.3 Within two months of carrying out the monitoring surveys, the Owner shall submit a monitoring report to the Council;
- 4.4 The Owner undertakes that it will each year submit an annual monitoring report to the Council which shall:
- (a) demonstrate how the Travel Plan has been implemented during the previous 12 month period to include:
 - (i) measures introduced and actions taken to promote the Travel Plan;
 - (ii) a statistical summary of the modal split of employees/residents/users disclosed by the monitoring surveys (to be documented in the report during the years in which surveys are conducted (years 1, 3 and 5));
 - (iii) the progress of the Travel Plan in achieving targets; and
 - (b) a summary of usage and demand for the Car Club Parking Space; and
 - (c) in the event that targets as set out in the Travel Plan are not achieved identifying any proposed amendments to the Travel Plan together with a plan for future actions to be implemented;

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

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

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

SCHEDULE 8

Car Free Development

1. PERMIT FREE DEVELOPMENT

1.1 The Owner undertakes to the Council that as of the Commencement Date it:

- (a) will put in place arrangements to notify Occupiers of the Development that they are not permitted to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984;
- (b) will not apply for or permit or procure an application to be made for a permit to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984 for the use of the Residential Units or the Commercial Units;
- (c) will put in place arrangements to notify Occupiers of the Development that they may not apply for (unless the occupant is a Blue Badge Holder) a permit to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984 for the use of Residential Units or Commercial Units in the locality of the Land;

1.2 In any disposal and/or letting of any individual unit within the Development the Owner will:

- (a) inform all prospective purchasers, lessees or tenants etc of any unit of the restrictions relating to car use under this Deed; and
- (b) include in all transfers, tenancies and leases of any such individual unit covenants dealing with the matters referred to in paragraph 1.1(a)1 hereof;

1.3 From the date of Practical Completion, the Owner and/or manager of the units at the Development shall upon the receipt of a written request from the Council, provide to the Council such information as the Council reasonably requires regarding compliance with paragraph 1 of this schedule save that this paragraph 1 does not prevent residents, workers or visitors of the Development from parking cars or vehicles on the Land.

2. CAR CLUB

2.1 Prior to first Occupation the Owner shall use reasonable endeavours to enter into an agreement with a Car Club Operator for the establishment of a Car Club;

2.2 The Owner shall use reasonable endeavours to ensure that the Car Club commences no later than the date of first Occupation of the Development;

2.3 From the date the Car Club commences operation the Owner shall use reasonable endeavours to promote or procure that the Car Club Operator provides written details of the Car Club to the Occupiers of the Development;

2.4 The Owner shall use reasonable endeavours to ensure that a Car Club continues for the duration that the Development remains Occupied and if any Car Club ceases to exist or the Car Club Operator no longer wishes to utilise the Car Club Parking Space to use reasonable endeavours to enter into a contract with another Car Club Operator for the use of the Car Club Parking Space;

2.5 From Occupation of the Development the Owner, upon the receipt of a written request from the Council, shall provide to the Council such information as the Council reasonably requires regarding compliance with paragraphs 2.1, 2.3 and 2.4 of this schedule 8.

SCHEDULE 9

Retention of Architect

1. ARCHITECT

1.1 Subject to paragraph 1.2 below, the Owner hereby covenants with the Council as follows:

- (a) The Owner shall use reasonable endeavours to continue to employ the Architect as the lead architect for the Development (subject to any material considerations that would make it unreasonable to continue such employment) until Practical Completion of the Development and to use reasonable endeavours to ensure that the Architect shall attend regular site meetings with the Council as may be necessary and will produce all drawings in respect of all design and materials planning permission conditions and any non-material and minor amendments changes which may have an impact upon the Permission drawings PROVIDED THAT where the Architect does not produce the drawings submitted in support of an application to discharge a condition the drawing shall be endorsed and agreed by the Architect before submission to the Council AND FURTHER PROVIDED THAT the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms;
- (b) Should the Architect not be appointed or continue to be appointed in accordance with paragraph 1.1(a) above the Owner shall immediately notify the Council of this fact and shall use reasonable endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter;

1.2 The Owner may in lieu of the obligations at paragraph 1.1 above:

- (a) prior to the Commencement Date submit to the Council for approval the Design Strategy;
- (b) not Commence nor permit Commencement until the Design Strategy has been submitted to the Council and approved in writing (the "**Approved Design Strategy**"); and
- (c) thereafter implement and comply at all times with the Approved Design Strategy;

1.3 The Owner may submit revisions to the Approved Design Strategy to the Council for approval and where approval is granted reference to the Approved Design Strategy shall be deemed to be a reference to the Approved Design Strategy as revised.

SCHEDULE 10

Maintenance of Flyover

1. FLYOVER ACCESS

1.1 The Owner shall:

- (a) permit the Council and its authorised employees and agents upon taking reasonable precautions as to their own security unrestricted access to the Land for the purpose of inspecting the Flyover upon reasonable prior notice (save in the case of an emergency);
- (b) permit the Council and its authorised employees and agents upon taking reasonable precautions as to their own security unrestricted access to the Land upon reasonable prior notice (save in the case of an emergency) for the purpose of undertaking any Flyover Works and removing any item secured or attached to the Flyover in breach of the obligation at 1.1(c) below provided always that any damage to the Land is made good as soon as reasonably practical to the Owner's reasonable satisfaction;
- (c) not secure and/or attach or permit or procure anything to be secured and/or attached to the Flyover save as authorised by the Permission in respect of Block D (East);
- (d) in the event the Flyover Works are required that, in the reasonable opinion of the Council necessitate the removal of Block D (East) because no other alternatives to removal are feasible or reasonably practicable (if removal is required more than once in any 24 month period then only emergency works will be considered as reasonably practicable) the Council shall serve a Block D (East) Notice upon the Owner;
- (e) following receipt of a Block D (East) Notice the Owner shall submit for the Council's approval a timetable for the removal and re-instatement of Block D (East) such removal to occur within a reasonable time period following receipt of the Block D (East) Notice (such period to not exceed 6 months) with all costs associated with compliance with the Block D (East) Notice to be at the Owners expense provided always that re-instatement will only be required for the first Block D (East) Notice and if any subsequent Block D (East) Notice is served re-instatement will only be required at the discretion of the Owner and in any event in all cases the requirement to re-instate shall be subject to any planning permission or other consents being secured (if necessary).

SCHEDULE 11

Flooding

1. FLOOD RISK STRATEGY

1.1 The Owner shall:

- (a) prior to Commencement submit to the Council for approval the Flood Risk Strategy;
- (b) not Commence nor permit Commencement until the Flood Risk Strategy has been submitted to the Council and approved in writing (the "**Approved Flood Risk Strategy**"); and
- (c) thereafter implement and comply at all times with the Approved Flood Risk Strategy;

1.2 In the event that the Council considers (acting reasonably) that the Approved Flood Risk Strategy is not operating effectively, it shall specify such amendments as it considers reasonably necessary to ensure the effective operation of that Approved Flood Risk Strategy and the Owner shall thereafter implement such amendments as soon as reasonably practicable Provided That any dispute as to the proposed amendments shall be resolved in accordance with clause 9.

SCHEDULE 12

Infrastructure

1. PLAY SPACE

1.1 The Owner shall:

- (a) pay the Play Space Contribution prior to first Occupation; and
- (b) not Occupy nor permit the Occupation of the Development until the Play Space Contribution has been paid in full to the Council.

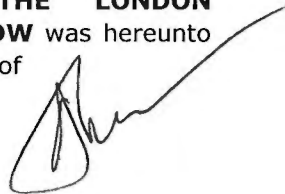
The common seal of **THE GREATER LONDON AUTHORITY** was hereunto affixed in the presence of:)
)
)



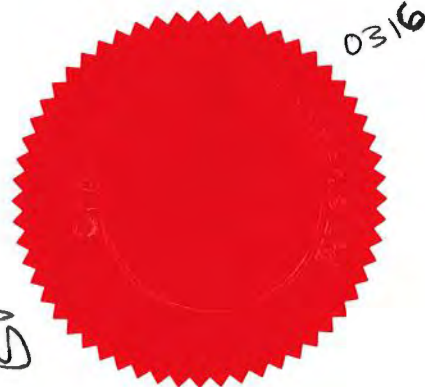

Authorised Signatory

The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** was hereunto affixed in the presence of)
)
)




Authorised Signatory

Executed as a deed by **ORIGIN HOUSING DEVELOPMENTS LIMITED** acting by a director in the presence of a witness:)
)
)
)



Director 

~~SECRETARY~~ ~~Witness~~ 

Name of witness Z. YANG

Address 110 Eversholt Street
London NW1 1BS

Occupation

Executed as a deed by
RAYMOND THOMAS DELLER
in the presence of:

)
)
)



Witness



Name of witness

Address

S. LANGFORD LLB
Solicitor
SAYERS SOLICITORS LLP
242 HIGH ROAD
HARROW WEALD
MIDDLESEX HA3 7BB

Occupation

Executed as a deed by
JOYCE MARGARET DELLER
in the presence of:

)
)
)



Witness



Name of witness

Address

S. LANGFORD LLB
Solicitor
SAYERS SOLICITORS LLP
242 HIGH ROAD
HARROW WEALD
MIDDLESEX HA3 7BB

Occupation