

DATED 5 June 2020

- (1) THE GREATER LONDON AUTHORITY
- (2) THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA
- (3) MB KENSINGTON LIMITED
- (4) TESCO STORES LIMITED
- (5) GREENOAK UK SECURED LENDING II S.A.R.L.

**AGREEMENT UNDER SECTION 106 OF THE
TOWN AND COUNTRY PLANNING
ACT 1990 AND ALL OTHER POWERS
ENABLING
RELATING TO LAND AT 100 AND 100A WEST
CROMWELL ROAD, INCLUDING LAND TO THE
WEST OF WARWICK ROAD, KENSINGTON,
LONDON W14 8PB**

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THIS DEED is made on

5 June

2020

BETWEEN:-

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, The Queen's Walk, London, SE1 2AA (the "GLA");
- (2) **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** of Town Hall, Horton Street, London W8 7NX (the "Council");
- (3) **MB KENSINGTON LIMITED** (company number 09711140) whose registered office is at 30 Broadwick Street, London W1F 8JB (the "Owner");
- (4) **TESCO STORES LIMITED** (company number 00519500) whose registered office address is at Tesco House, Shire Park, Kestrel Way, Welwyn Garden City AL7 1GA (the "Leasehold Owner"); and
- (5) **GREENOAK UK SECURED LENDING II S.A.R.L.** (incorporated in Luxembourg) of 51 Avenue John F Kennedy, 1855 Luxembourg (the "Mortgagee").

WHEREAS:-

- (A) The Council is the local planning authority for the administrative area within which the Land is located for the purposes of the Act and is the local highways authority (with the exception of West Cromwell Road and Warwick Road where TfL are the local highways authority) for the purposes of the Highways Act 1980.
- (B) The Council is registered at the Land Registry as proprietor of the freehold interest that comprises part of the Land which is registered under title number NGL678272.
- (C) The Owner is registered at the Land Registry as proprietor of the freehold and leasehold interests that comprise the Land and which are registered under title numbers NGL689066, BGL6193, BGL13410 and BGL20453.
- (D) The Leasehold Owner is registered at the Land Registry as proprietor of the leasehold interest that comprises part of the Land and which is registered under title number BGL122760.
- (E) The Mortgagee has a charge dated 25 January 2017 over the Land registered under title numbers NGL689066, BGL6193, BGL13410 and BGL20453.
- (F) The Planning Application was made to the Council.
- (G) On 1 July 2019, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the Act stating that he would act as the local planning authority for the purposes of determining the Planning Application.
- (H) At a representation hearing held on 3 February 2019, the Deputy Mayor for Planning, Regeneration and Skills resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development ("this Deed").
- (I) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (J) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations contain within this Deed.
- (K) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E of the Act.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

- "Act" means the Town and Country Planning Act 1990 (as amended)
- "Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided (if any) and which:-
- (a) confirms which Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (applying Formula 2)
 - (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit
 - (c) provides a timetable for construction and delivery of the Additional Affordable Housing Units and
 - (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph ~~Error! Reference source not found.~~ of Schedule 3 applies 3-7
- 11/5/20 TL
- "Additional Affordable Housing Units" means the Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Schedule 3 of this Deed
- "Affordable Housing" means housing (including, without limitation, London Affordable Rented Housing and Discount London Living Rent Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home (subject to the terms of this Deed where relevant) to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy (if any) to be recycled for alternative affordable housing provision
- "Affordable Housing Units" means the 186 Dwellings to be provided as Affordable Housing in accordance with the requirements of Schedule 2 in the location as shown on Plan 2
- "Agreement for Lease" means an agreement for the grant of the Lease in accordance with the heads of terms set out in

Appendix 5 hereto

"Air Quality Contribution"

means £37,810 Index Linked towards the provision of air quality monitoring equipment and/or provision of other assistance or support in respect of projects relating to air quality monitoring and management within the Local Area

"Average Intermediate Housing Value"

means the average value of Discount London Living Rent Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided as part of the Development Viability Information to be assessed by the Council and the Owner and which is to be "C" in Formula 2

"Average London Affordable Rented Housing Value"

means the average value of London Affordable Rented Housing floorspace per square metre (as applicable) on the Land at the Early Stage Review Date based on the relevant information provided as part of the Development Viability Information to be assessed by the Council and the Owner and which is to be "B" in Formula 2

"Average Open Market Housing Value"

means the average value of Market Housing Unit floorspace per square metre on the Land at the Early Stage Review Date based on the relevant information provided as part of the Development Viability Information to be assessed by the Council and the Owner and which is to be "A" in Formula 2

"Build Costs"

means the build costs comprising construction of the Market Housing Units supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:-

- (a) details of payments made or agreed to be paid in the relevant building contract
- (b) receipted invoices
- (c) costs certified by the Owner's quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:-

- (c) professional, finance, legal and marketing costs
- (d) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses and
- (e) any costs arising from Fraudulent Transactions

"Building 2"

means the building marked on Plan 4 to be constructed pursuant to the Planning Permission

"Building 7B"

means the building marked on Plan 4 to be constructed

	pursuant to the Planning Permission
"Building 7B Works"	means any works comprised in the construction to completion of Building 7B with the exception of any Preparatory Works
"Carbon Offset Contribution"	means the sum of £324,720 Index Linked towards the Council's carbon offset fund which shall be used on measures to reduce carbon emissions in the Local Area
"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator
"CLF Operation and Management Plan"	means a written plan setting out how the CLF will be operated and managed and which shall include at least the following:- <ul style="list-style-type: none"> (a) a commitment to provide a mixed and varied programme of activities with specific sessions targeting key user groups (b) the programme shall include children's swimming lessons, school swimming, group bookings, parties and general hire (c) specific sessions programmed to meet key user groups as identified by the Council from time to time (d) a commitment to supply user and activity data on a quarterly basis to the Council (e) public swimming prices to be comparable to current non discounted activity prices offered at other public facilities in the Local Area (f) pay and play pricing as well as memberships to be offered on all public swimming sessions and all general fitness activities and (g) prices shall be comparable to similar local authority run facilities within the Local Area
"CLF Specification"	means a written specification for the CLF which shall be agreed between the Owner, the Council and the Agreed NLO (as defined in Schedule 7) in accordance with the

	requirements of Schedule 7 of this Deed
"Coach Parking Facilities Contribution"	means the sum of £110,000 Indexed Linked towards the updating of TfL's coach park mapping
"Commencement"	means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of section 56(4) of the Act and material operations shall be construed as being carried out at the earliest date on which any such material operation is begun except that any Enabling Works, Building 7B Works and Preparatory Works shall not be regarded as a material operation for the purposes of this definition and "Commence" and "Commenced" shall be construed accordingly
"Commercial Development"	means the commercial/retail space (B1 and flexible B1/A1/A3)
"Commercial Units"	means those units forming part of the Development which are not a Dwelling or the CLF
"Community Leisure Facility (CLF)"	means the leisure centre (including gym, pool and ancillary facilities) which forms part of the Development which, subject to and in accordance with the terms of this Deed, is to be provided as a community leisure facility with prices similar to other local authority run facilities in the Local Area
"Component"	means a part of the Development including but not limited to:- <ul style="list-style-type: none"> (a) Market Housing Units (b) Affordable Housing Units (c) Additional Affordable Housing Units (if any) (d) Commercial Units (e) Community Facilities (f) any other floorspace (g) property and (h) land
"Construction Period"	means the period of construction of the Development from Commencement until Practical Completion of the Development
"Construction Phase Skills and Training"	means the provision of appropriate construction training for Local Residents as described in the Council's Planning Obligations SPD adopted in September 2019 the nature and extent of which shall be determined by the Director of Planning and Place in its absolute discretion
"Construction Phase Skills and	means the sum of £308,000 Index Linked towards

Training Contribution"	Construction Phase Skills and Training
"Construction Traffic Management Plan"	means a construction traffic management plan approved pursuant to a condition of the Planning Permission
"Construction Traffic Management Plan Contribution"	means the sum of £2,800 Indexed Linked towards the Council's monitoring of each separate Construction Traffic Management Plan as provided for by this Deed
"CPI"	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the GLA and Council may determine, acting reasonably
"Cycle Hire Membership"	means membership to the Mayor's cycle hire scheme
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 3.1.1 of Schedule 2, the later of the following two dates:- <ul style="list-style-type: none"> (a) the following date in respect of service on the Council:- <ul style="list-style-type: none"> (i) the case of service by delivery by hand of the Default Notice to the Council's offices at the Town Hall, Horton Street, London WA 7NX between 8:30am and 5pm on a Working Day, the date on which the Default Notice is so delivered or (ii) in the case of service by using first class registered post to the Council's offices at the Town Hall, Horton Street, London WA 7NX the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise) (b) the following date in respect of service on the GLA:- <ul style="list-style-type: none"> (i) in the case of service by delivery by hand of the Default Notice 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 5 Endeavour Square, Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9am and 5pm on a Working Day, the first date on which

the Default Notice has been delivered to both offices or

- (ii) in the case of service 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 5 Endeavour Square, 4 Floor, Yellow Zone Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning), the second Working Day after the date on which the Default Notice is posted to both offices (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to both offices (by Royal Mail proof of delivery or otherwise)

"Default Notice"

means a notice in writing served on the GLA and the Council by the Chargee under paragraph 3.1 of Schedule 2 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Development Viability Information"

means:-

- (a) in respect of Formula 1a:-
 - (i) Early Stage Review GDV and
 - (ii) Early Stage Review Build Costs
- (b) in respect of Formula 2:-
 - (i) Average Open Market Housing Value
 - (ii) Average London Affordable Rented Housing Value and
 - (iii) Average Intermediate Housing Value

and including in each case supporting evidence to the Council's reasonable satisfaction

"Development"

means the development of the Land authorised by the Planning Permission and described in Schedule 1

"Director of Planning and Place"

means the Council's Director of Planning and Place and shall be deemed to mean the officer for the Council from time to time holding that appointment or (if no officer holds that appointment) carrying out the duties of that appointment and shall for the purposes of acknowledging receipt of a notice or payment under this Deed include persons duly authorised by the Director of

Planning and Place to acknowledge receipt on his behalf

"Discount London Living Rent Housing Mix"

means the following:-

Unit size	Number to be provided
1 bed	61
2 bed	48
3 bed	0
4+ bed	0

"Discount London Living Rent Housing Units"

means Affordable Housing Units to be provided as Discount London Living Rent Housing in accordance with Schedule 2 of this Agreement together with any Additional Affordable Housing Units which are to be delivered as Discount London Living Rent Housing

"Discount London Living Rent Housing"

means Affordable Housing Units provided by a Registered Provider that is required to be offered to Eligible Renters on a time-limited assured shorthold tenancy and:-

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant and
- (b) with a break clause allowing the tenant to end the tenancy with one month's notice
- (c) under which the rent inclusive of Service Charges must not exceed the following levels:-

Unit size	Maximum Rent Level (including Service Charge)
1 bed	£295 per week
2 bed	£322 per week

PROVIDED THAT the rent levels shown in the table above may be increased not more than once a year and any such increase shall be limited to no more than the percentage increase in the CPI in the period of 12 months ending on the 30 September immediately preceding the increase and PROVIDED FURTHER THAT the rent levels shall not exceed those specified for intermediate rented products within the London Plan Annual Monitoring Report at the time the increase is proposed to take effect

"Disposal"	<p>means:-</p> <ul style="list-style-type: none"> (a) the Sale of a Component(s) of the Development (b) the grant of a lease of a term of less than 125 years of a Component of the Development or (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development <p>and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
"Dwellings"	<p>means the 462 residential units (being the Affordable Housing Units and the Market Housing Units) permitted on the Land by the Planning Permission comprising 1,286 Habitable Rooms and "Dwelling" shall be construed accordingly</p>
"Earls Court Development"	<p>means such part of the Earls Court redevelopment site neighbouring the Land that has legal rights of access over the Land by way of a legal easement or other contractual arrangement with the Owner</p>
"Earls Court Northern Access Route"	<p>means a vehicular route at basement level across the Land that amongst other uses provides for construction traffic to access the Earls Court Development, the current location of which is shown coloured green on Plan 6 it being acknowledged that this may vary during the course of construction of the Development to accommodate the works on the Land</p>
"Early Stage Review Build Costs"	<p>means the sum of:-</p> <ul style="list-style-type: none"> (a) the estimated Build Costs remaining to be incurred and (b) the Build Costs actually incurred <p>at the Early Stage Review Date</p>
"Early Stage Review Date"	<p>means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Schedule 3</p>
"Early Stage Review GDV"	<p>means the sum of the estimated Market Value at the Early Stage Review Date of all Market Housing Units based on detailed comparable evidence</p>
"Eligible Renter"	<p>means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the Local Area and whose Household Income at the date of renting the relevant Discount London Living Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any)</p>

specified in the latest London Plan Annual Monitoring Report

“Employment and Skills Plan”

means a plan or plans to be produced by the Owner developed in consultation with the Council's Economic Development Team and in accordance with the approved Training, Employment and Business Strategy (and for the avoidance of doubt Employment and Skills Plans may be submitted on a Phased Basis). Such plan(s) to be agreed with the Council's Economic Development Team and will be expected to include:

- (a) targets for employment, training and skills development for the relevant Phase or Phases of the development
- (b) the approach to be taken in delivering target employment, apprenticeship outcomes and engagement with schools and education providers.
- (c) a single point of contact between the Council's Economic Development Team and the Owner (or workplace co-ordinator where appropriate) to manage demand and provide regular skills forecasting updates and
- (d) details regarding the arrangements for notification of vacancies to the Council's Economic Development Team and/or any other agency nominated by the Council
- (e) the Owner's strategy for creating training and apprenticeship placement opportunities during the construction of the Development being mindful of the Council's target placements (set out below) but subject to any bespoke arrangements that may be established for the Development:-
 - (i) create new apprenticeships for Local Residents – 1 apprentice per 1,500 sqm (GIA) of all floor space where works last at least 52 weeks
 - (ii) create full time paid work placements - 1 placement per 20 units residential or 1,000 sqm (GIA) of all commercial floorspace
 - (iii) create unpaid work experience for 2 week – 1 placement per 20 units residential or 1,000 sqm (GIA) of all commercial floorspace
- (f) accredited training opportunities which must follow an accredited framework, to provide trainees with the right level of skill to enter and sustain employment within the construction sector generally a minimum of NVQ Level 2

(eg minimum of NVQ Level 2 (eg CITB Construction Skills Modern Apprenticeship) for trainees will be sought, which will require the Owner (either directly or via the build contract and supply chain) to employ trainees and support day release arrangements until attainment of their qualification and

- (g) engagement in school careers programmes through supporting careers events or programmes and offering opportunities for learner to engage in relevant skills and awareness programmes

"Enabling Works"

any works required pursuant to the Planning Permission within or in respect of the existing podium including excavation works (other than where this falls within Preparatory Works), installation of foundations, piling, strengthening of existing buildings and structures and other enabling works, but excluding:

- (a) any Preparatory Works; and
- (b) the creation of any new buildings pursuant to the Planning Permission or the creation of new public realm and/or landscaping on the top of the existing podium

"End User Employment and Training Contribution"

means the sum of £58,006.78 Index Linked towards the provision of training in accordance with the Council's Planning Contributions SPD adopted in September 2019

"External Consultant"

means the external consultant(s) appointed by the Council to assess the Development Viability Information

"Formula 1a"

means the formula identified as **"Formula 1a"** within Appendix 4

"Formula 2"

means the formula identified as **"Formula 2"** within Appendix 4

"Fraudulent Transaction"

means a Disposal that is not an arm's length third party bona fide transaction

"Habitable Room"

means any room within a Dwelling the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

"Household Income"

means:-

- (a) in relation to a single Eligible Renter, the gross annual income of that Eligible Renter's Household and
- (b) in relation to joint Eligible Renters, the

combined gross annual incomes of those Eligible Renters' Households

"Household"

means, in relation to a person "A", A and all other persons who would, after renting a London Living Rent Housing Unit (as appropriate) share that London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons

"Implementation"

means the carrying out of any act pursuant to the Planning Permission which constitutes a material operation within the meaning of section 56(4) of the Act with the exception of any Preparatory Works and material operations shall be construed as being carried out at the earliest date on which any such material operation is begun and **"Implement"** and **"Implemented"** shall be construed accordingly

"Index Linked"

means the recalculation of any payment specified in this Deed by applying the following formula:-

$$A \times \frac{B}{C} = D$$

where:-

A = the payment specified in this Deed in pounds sterling

B = the figure shown in the RPIX for the period last published prior to the date on which the payment is made

C = the figure shown in the RPIX for the period last published prior to the date of this Deed and

D = the resultant sum in pounds sterling payable under this Deed

or if the RPIX shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be agreed between the Owner and the Council in writing

"Intention Notice"

means a notice in writing served on the Chargee under paragraph 3.2 of Schedule 2 that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Land Ownership Plan"

means the plan annexed at Appendix 1

"Land"

means the land at 100 and 100A West Cromwell Road, including land to the west of Warwick Road, Kensington, London W14 8PB as shown more particularly delineated edged red on the Land Ownership Plan

"Landlord"

means the landlord as defined in the Lease

"Lease"

means the Lease of the CLF which is to be granted

	pursuant to the terms of the Agreement for Lease
"Legible London Contribution"	means the sum of £20,000 Indexed Linked for the provision of Legible London signage at or in the vicinity of the Development
"Legible London"	means the pedestrian and wayfinding system development by TfL to support walking journeys around London
"Library Facilities Contribution"	means the sum of £3,729.01 Index Linked towards the provision of new or improved library facilities and/or support and/or services and/or subsidy of library facilities within the Local Area and such other measures directly related to library facilities the nature and extent of which shall be determined by the Council in its absolute discretion
"Local Area"	means the Council's administrative area
"Local Procurement Code"	means the Council's policy document on local procurement annexed at Appendix 6
"Local Procurement Contribution"	means the sum of £12,800 Index Linked to be used by the Council for engaging in local small and medium size enterprises, business support with accreditation and due diligence, identifying and screening appropriate local enterprises, help with tendering, engagement with developers and their contractors to understand their requirements, periodic Meet the Buyer and Supplier events, business briefing events, maintaining a directory of local suppliers and performance monitoring or any other items covered by the Local Procurement Code
"Local Procurement Schedule"	means a document (or documents) setting out how the Owner and their contractors intend to comply with the Local Procurement Code during the construction of the Development (other than paragraph 3 (Financial Contribution) of the Local Procurement Code, which the Council agrees will be fully complied with by the payment of the Owners of the Local Procurement Contribution) and for the avoidance of doubt the Local Procurement Schedule may be submitted on a Phased Basis with the agreement of the Council
"Local Residents"	means persons resident in the Local Area
"London Affordable Rented Housing"	means rented housing provided by a Registered Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:- <ul style="list-style-type: none"> (a) including Service Charges, not more than 80 per cent of the market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open

market); and

- (b) excluding Service Charges, no higher than the relevant benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance or, in the event that such benchmark rents are no longer published, such other rental caps as may be agreed between the GLA and the Registered Provider of the relevant London Affordable Rented Housing Units

"London Affordable Rented Housing Mix"

means the following:-

Unit size	Number to be provided
1 bed	21
2 bed	32
3 bed	19
4+ bed	5

"London Affordable Rented Housing Units"

means the Affordable Housing Units to be provided as London Affordable Rented Housing in accordance with Schedule 2 of this Agreement together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing

"London Housing Design and Quality Standards"

means the design standards for new homes set out in the London Plan and the Mayor of London's Housing Supplementary Planning Guidance published in March 2016

"London Plan Annual Monitoring Report"

means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy

"London Plan"

means the London Plan published in March 2016 as revised from time to time

"Market Housing Unit"

means any Dwelling forming part of the Development which is not an Affordable Housing Unit

"Market Value"

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Early Stage Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:-

- (a) a willing seller and a willing buyer

- (b) that, prior to the date of valuation, there has been a reasonable period of not less than three months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"Mayor's Funding Guidance"

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

"Mayor's Healthy Streets Approach"

means the Mayor's and TfL's approach to prioritising people and their health in decision making to create a healthy, inclusive and safe city for all to make London a more attractive place to walk, cycle, use public transport and reduce the dominance of motorised transport

"Monitoring Fees"

means the financial contribution in the sum of £51,520.34 Index Linked towards monitoring compliance with or default of the covenants and obligations contained within this Deed by the Planning Obligations Monitoring Officer

"Moratorium Period"

means, in each instance where a Chargee has served a Default Notice under paragraph 3.1 of Schedule 2, the period from (and including) the Date of Deemed Service on the GLA and the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council)

"Nominations Agreement"

means in respect of the:-

- (a) London Affordable Rented Housing Units, an agreement for the nomination of tenants for the London Affordable Rented Housing Units to be entered into pursuant to paragraph 2.1.6(e) of Schedule 2 substantially in the Council's standard form of nominations agreement and
- (b) Discount London Living Rent Housing Units, an agreement for the nomination of tenants for the Discount London Living Rent Housing Units to be entered into pursuant to paragraph 2.1.6(e) of Schedule 2 substantially in the Council's standard form of nominations agreement

"NLO"	means a leisure operator who shall be nominated by either the Council or the Owner to operate the CLF and who shall in any event be approved in writing by the Council AND FOR THE AVOIDANCE OF DOUBT for the purposes of this Agreement the Council may assume the role of "NLO" and will be permitted to either operate the CLF or take on the Lease and/or to sub-let to another leisure operator
"Occupation"	means beneficial occupation of any of the new buildings comprised within the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out; decoration or occupation for marketing or display; or occupation in relation to security operations; the occupation of the Tesco superstore or the existing affordable housing that is not being redeveloped pursuant to the Planning Permission; or use of any of the parking spaces and delivery areas associated with the Tesco superstore or existing affordable housing on the Land and "Occupy" , "Occupied" and "Occupier" shall be construed accordingly
"Option"	means the option to be granted to the GLA, the Council (and/or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) in accordance with paragraph 3.3 of Schedule 2 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
"Parking Permit"	means a permit issued by the Council to residents allowing the parking of a vehicle in a residents parking bay on the highway within the administrative area of the Council but not including a disabled person's "purple badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended
"Permit Free Residential Units"	means the Dwellings to be provided on the Land pursuant to the Planning Permission and which are subject to the restrictions set out in Schedule 5
"Phase"	means a phase of the Development as detailed in the phasing plan approved under the relevant condition of the Planning Permission and for the avoidance of doubt the submission of documents on a "Phased Basis" shall be construed as meaning the submission of a document for each Phase of the Development as detailed in the aforementioned phasing plan
"Plan 1"	means the plan provided at Appendix 1 showing the extent of the Land and the registered titles that comprise the ownership of the Land
"Plan 2"	means the plans provided at Appendix 2 showing the location of the Affordable Housing Units
"Plan 3"	means the plan provided at Appendix 3 showing for indicative purposes only the location of the CLF

"Plan 4"	means the plan provided at Appendix 3 showing the location of the Public Open Space and the location of the buildings within the Development including Building 2 and Building 7B
"Plan 5"	means the plan provided at Appendix 3 showing the location of the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme
"Plan 6"	means the plan provided at Appendix 3 showing the current location of the Earls Court Northern Access Route
"Plan 7"	means Plan 7A and Plan 7B provided at Appendix 3 showing the extent of the ground floor slab of Building 7B (on Plan 7B) and the basement slab of Building 2 (on Plan 7A) referred to within the definition of "Substantial Implementation"
"Planning Application"	means the application for planning permission submitted to the Council and allocated reference number PP/19/00781 and subsequently called in by the Mayor of London and allocated reference number GLA/4810 for the development of the Land and amended on 15 November 2019 as described in Schedule 1
"Planning Obligations Monitoring Officer"	means any officer of the Council from time to time allocated to deal with monitoring of planning obligations and covenants
"Planning Permission"	means the planning permission which may be granted pursuant to the Planning Application
"Practical Completion"	means, in relation to any works of construction forming part of the Development or any works required pursuant to this Deed, completed in all material respects (but not including fitting out or final landscaping) such that a certificate of practical completion in relation to building works can be issued under industry standard construction contracts for such works and " Practically Completed " shall be construed accordingly
"Preparatory Works"	means any of the following activities on the Land:- <ul style="list-style-type: none"> (a) excavation works to the extent only as may be required to initiate the Development by the carrying out of a material operation within the meaning of section 56(4) of the Act (b) ground investigation (c) site survey works (d) site clearance (e) construction of boundary fencing or hoardings and a site office or site compound(s) (f) archaeological investigation and subsequent

	works required if any archaeological remains are identified
	(g) any remedial works in respect of contamination or other adverse ground conditions
	(h) site access works
	(i) works of demolition and soft stripping of existing buildings and structures and
	(j) diversion and laying of services
"Public Art"	means any permanent or temporary works of art to be provided on the Land in accordance with the Public Art Strategy which is of high quality and visible to the general public whether part of (but not incorporated inside) a building or freestanding and which may include but shall not be limited to sculpture, lighting effects, street furniture, landscaping and the incorporation of features into the external facade of buildings
"Public Art Strategy"	means a strategy to be submitted pursuant to paragraph 1 of Schedule 6 which will identify:-
	(a) timescales for the provision of Public Art as part of the Development and
	(b) proposals for commissioning Public Art
"Public Open Space"	means the publically accessible open spaces to be provided as part of the Development in the locations shown on Plan 4 in accordance with the provisions of paragraph 2 of Schedule 6
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development (for the avoidance of doubt not including any grant funding or other subsidy that may be obtained by a Registered Provider in relation to the Affordable Housing Units)
"Reasonable Endeavours"	means that the party under such an obligation shall take all reasonable steps to fulfil the relevant obligations by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable
"Receiver"	means each of any of a receiver (including an administrative receiver) appointed by a mortgagee or chargee or any other person (including any manager) appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however appointed) including a housing administrator
"Registered Provider"	means an organisation registered by the Regulator of Social Housing in accordance with the Housing and

Regeneration Act 2008 whose objectives include the provision of Affordable Housing

"Regulator of Social Housing"

means the Regulation Committee of the Homes and Communities Agency, such committee being established under Part 2 of the Housing and Regeneration Act 2008 and responsible for the regulation of private registered providers of social housing in England, or any successor body or organisation

"Rent Guidance"

means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation

"Rent Standard"

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation

"Residential Development"

means the Dwellings

"RPIX"

means the figure shown as the Retail Prices Index All Items Excluding Mortgage Interest Payments (RPIX) published by the Office for National Statistics every month or, if such index is no longer maintained, such replacement or alternative index as the Council and the Owner may agree in writing

"Sale"

means:-

- (a) the sale of the freehold of a Component or
- (b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent

including the exchange of unconditional contracts for such sale or grant of a lease PROVIDED THAT actual completion of the sale or grant of the lease takes place no later than three months after such exchange and "Sold" shall be construed accordingly

"Service Charges"

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

"Social Rented Housing"

means rented housing owned and managed by local authorities or Registered Providers and let at Target

unless a later date is requested by the Owner and agreed by the GUA and the Council pursuant to the terms of a letter dated on the same date as, and signed by all of the parties to, this Deed

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	Rents
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission
"Substantial Implementation"	means the Implementation of the Planning Permission and the occurrence of all of the following in respect of the Development:- (a) the commencement of the Enabling Works (b) laying of the basement floor slab within Building 2 the extent of which is shown on Plan 7A and (c) laying of the ground floor slab of Building 7B the extent of which is shown on Plan 7B
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
"Target Rents"	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
"Tenant"	means the tenant as defined in the Lease
"TfL"	means Transport for London of 5 Endeavour Square, 4 Floor, Yellow Zone Stratford, London E20 1JN
"Training, Employment and Business Strategy"	means a high level strategy document or documents to be produced by the Owner developed in consultation with the Council's Economic Development Team setting out the approach to be taken by the Owner and main contractor during the construction of the Development to address the local economic needs of Local Residents and the impact and potential benefits to local businesses, such strategy to be agreed with the Council's Economic Development Team
"Travel Plan Monitoring Contribution"	means the sum of £1,200 Index Linked towards the Council's monitoring of the travel plan or plans approved pursuant to a condition of the Planning Permission
"Undertakes"	means undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and "Undertakings" shall be construed accordingly
"Utilities Provider"	means an energy service company, statutory undertaker, services utility company or provider with any interest in the Land for the purpose of providing the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport

services

"VAT"

means value added tax as referred to in the Value Added Tax Act 1994 or any tax of a similar nature which may be substituted for or levied in addition to it and

"West Cromwell Road / Warwick Road TfL Healthy Streets Scheme"

means works by TfL of a cost equal to or in excess of the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution to deliver improvements at the junction of West Cromwell Road and Warwick Road within the area shown on Plan 5 in accordance with the Mayor's Healthy Streets Approach

"West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution"

means the sum of £2,500,000 Index Linked towards the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme

"West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study"

means a study to be undertaken or commissioned by TfL to develop designs and costs for the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme

"West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study Contribution"

means the sum of £150,000 Indexed Linked towards the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study

"Working Day"

means any day except Saturday, Sunday and any bank or public holiday in England

- 1.2 Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 1.3 Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa.
- 1.4 References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under the Act or deriving validity from it, save that references to use classes within the Town and Country Planning (Use Classes) Order 1987 (as amended) are and shall be construed as references to such use classes as at the date of this Deed and such construction shall not be affected by changes to that Order after the date of this Deed.
- 1.5 Covenants and Undertakings given hereunder if made by more than one person are given jointly and severally.
- 1.6 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or knowingly suffer any infringement of the restriction.
- 1.7 Headings in this Deed are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of this Deed to which they relate.
- 1.8 References to any party in this Deed shall (save where provided otherwise in this Deed) include the successors in title to that party and to any person deriving title through or under that party and in the case of the GLA and the Council to the successors to their respective statutory functions.

1.9 Where in this Deed reference is made to any clause, paragraph, schedule, recital or appendix such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule, recital or appendix in this Deed.

2. LEGAL EFFECT AND CONDITIONALITY

2.1 This Deed is given pursuant to sections 2E and 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other powers so enabling.

2.2 This Deed contains planning obligations for the purposes of the said section 106 and also provides Undertakings for the purposes of the said section 16 (and for the avoidance of doubt the requirement in paragraph 1 of Schedule 5 is an Undertaking but is not a planning obligation), which obligations and Undertakings are enforceable by the GLA and the Council as local planning authority against:

2.2.1 the Owner's interests in the Land save as specified in Clause 2.8, 11 and paragraph 3 of Schedule 2;

2.2.2 the Leasehold Owner's and the Council's respective interests in the Land SUBJECT ALWAYS to the provisions of Clauses 2.8 and 11 .

2.3 The following provisions of this Deed come into effect on the date of this Deed:

2.3.1 Clauses 1 - 4, 5.1.1, 5.2-5.6 and 6 – 17 inclusive;

2.3.2 paragraphs 1.8.1, 1.8.3, 1.8.5 and 1.11 of Schedule 4; and

2.3.3 Paragraphs 1.1.1, 2.1, 2.2, 2.4, 2.5 and 2.6 of Schedule 8.

2.4 Subject to clause 2.3 the remaining provisions of this Deed shall take effect on Implementation save for any further instances where express provision is made for a covenant or obligation to be performed prior to Implementation in which case the relevant provision shall take effect from the issue of the Planning Permission.

2.5 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the GLA and the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations may be as fully and effectually exercised.

2.6 Insofar as any provision in this Deed is found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

2.7 No waiver (whether express or implied) by the GLA or the Council of any breach or default in performing or observing any of the obligations, covenants, Undertakings, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA or the Council from enforcing any of the aforesaid or from acting upon any subsequent breach or default.

2.8 Subject to Clause 2.11 the covenants in this Deed shall be enforceable without limit of time against the Owner in respect of its interests in the Land and its successors in title and assigns and any person claiming title through or under it to its interests in the Land or any part thereof as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person PROVIDED THAT:-

2.8.1 no person (including for the avoidance of doubt any chargee or mortgagee or any Receiver) shall be liable for any breach of the covenants, Undertakings, restrictions or obligations contained in this Deed occurring after he has parted with the whole of his interest in the Land or the part in respect of which such breach occurs without prejudice to the rights of the GLA and the Council in relation to any subsisting breach of those

- covenants, Undertakings, restrictions or obligations arising prior to the parting of such interest;
- 2.8.2 with the exception of paragraph 1.1.1 of Schedule 5, neither the GLA nor the Council shall enforce the covenants, Undertakings, restrictions and obligations in this Deed against owners or occupiers of individual Dwellings on the Land (nor their mortgagees or chargees or Receivers) save only for obligations prohibiting Occupation of any part of the Land in which they have a legal interest;
- 2.8.3 neither the GLA nor the Council shall enforce the covenants, Undertakings, restrictions and obligations in this Deed against owners or occupiers of individual non-residential units on the Land (nor their mortgagees or chargees or Receivers) SAVE FOR:-
- (a) obligations prohibiting Occupation of any part of the Land in which they have a legal interest; and
 - (b) the obligations in paragraphs 3.1 and 3.3 of Schedule 7 which shall be enforceable against the Tenant;
- 2.8.4 neither the GLA nor the Council shall enforce the covenants, Undertakings, restrictions and obligations in this Deed against any chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Land or any Receiver until such chargee, mortgagee or Receiver has entered into possession of the Land or the part thereof to which such covenants, Undertakings, restrictions and obligations relate or the Development is continued by or at the instigation of a Receiver, liquidator or other agent appointed by any mortgagee or chargee or with its consent;
- 2.8.5 neither the GLA nor the Council shall enforce the covenants, Undertakings, restrictions and obligations in this Deed against any Utilities Provider which has acquired an interest in the Land for the purpose of carrying out its statutory functions;
- 2.8.6 neither the GLA nor the Council shall enforce the covenants, Undertakings, restrictions and obligations in this Deed against the Leasehold Owner unless it or anyone acting on its behalf carries out works pursuant to the Planning Permission (and for the avoidance of doubt any works to the Tesco store, the car park, service yard, plant and any works outside the Tesco store affecting access to the Tesco store that are required in connection with the operation of the Tesco store shall not constitute carrying out works pursuant to the Planning Permission under this Clause) in which case it shall be liable for the compliance with the obligations, covenants and Undertakings on the part of the Owner contained within this Deed only to the extent that they are triggered by the works carried out; and
- 2.8.7 the GLA shall not enforce the covenants, Undertakings, restrictions and obligations in this Deed against the Council in its capacity as freeholder of part of the Land unless it or anyone acting on its behalf carries out works pursuant to the Planning Permission in which case it shall be liable for the compliance with the obligations, covenants and Undertakings on the part of the Owner contained within this Deed only to the extent that they are triggered by the works carried out PROVIDED THAT for the avoidance of doubt the GLA may enforce paragraphs 3.1 and 3.3 of Schedule 7 against the Council in the event that it becomes an Agreed NLO;
- 2.9 The provisions in Clauses 2.8.6 and 2.8.7 are personal to the Leasehold Owner and the Council respectively and shall not pass to their respective successors in title unless otherwise agreed in writing by the GLA (in respect of covenants given to the GLA) and the Council (in respect of covenants given to the Council).
- 2.10 Nothing in this Deed shall be construed as a grant of planning permission.

2.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission.

3. THE OWNER'S, THE COUNCIL'S AND THE GLA'S COVENANTS

3.1 The Owner hereby covenants to pay on the date of this Deed the Council's and the GLA's reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed.

3.2 The Owner hereby covenants to pay the Monitoring Fees to the Council ~~on the date the Planning Permission is granted~~ *no later than 10 Working Days prior to implementation of the development.*

3.3 Subject to Clause 2.8, the Owner hereby covenants with the GLA and the Council to observe and perform and cause to be observed and performed the planning obligations, covenants and Undertakings contained in this Deed.

3.4 The GLA hereby covenants with the Owner as set out within this Deed, in particular but without limitation in Schedule 10.

3.5 The Council hereby covenants with the Owner as set out within this Deed, in particular but without limitation in Schedule 9.

3.6 The Council hereby covenants with the GLA as set out within this Deed, in particular but without limitation in paragraph 5 of Schedule 3.

4. FURTHER TERMS

4.1 The covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

4.2 The Owner hereby covenants with the GLA and the Council that:-

4.2.1 it shall apply to the Land Registry within 28 days of the date of this Deed to register this Deed in the charges registers of the relevant freehold and leasehold titles comprising its respective interests in the Land and the Council shall provide all reasonable assistance at the Owner's expense in dealing with any requisitions raised by the Land Registry; and

4.2.2 it shall not make any application to the Land Registry for the removal of the registration(s) under Clause 4.2.1 above without the Council's prior written approval PROVIDED THAT after the Council has confirmed in writing pursuant to paragraph 3 of Schedule 9 that all of the obligations of this Deed have been satisfied the Owner shall be permitted to apply to the Land Registry for its removal without the Council's prior approval.

4.3 The Owner hereby covenants with the GLA and the Council to provide the Council and the GLA with a certified copy (including a plan if appropriate and with appropriate redactions of commercially sensitive or personal information) of any conveyance, transfer, lease, assignment, mortgage or other disposition of all or any part of their respective interests in the Land (save to owners or Occupiers of individual Dwellings, the office floor space only in the Development or the retail floor space only in the Development or a mortgagee or chargee of any such individual Dwellings, office floor space or retail floor space) occurring before all the obligations under this Deed have been discharged, including the name and address of the person to whom the disposition was made and the nature and extent of the interests disposed of to them, within 20 Working Days of such disposition.

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5. **NOTICE PROVISIONS**

- 5.1 The Owner shall give to the Director of Planning and Place (with a copy to the GLA) not less than 10 Working Days prior written notice of:-
- 5.1.1 Implementation of the Development;
 - 5.1.2 the start of Building 7B Works;
 - 5.1.3 the start of Enabling Works;
 - 5.1.4 Commencement of the Development;
 - 5.1.5 Substantial Implementation of the Development;
 - 5.1.6 Practical Completion of any Phase or building within the Development;
 - 5.1.7 six months prior to the anticipated date upon which the Development will be first Occupied with the exception of Building 7B;
 - 5.1.8 first Occupation of the Development;
 - 5.1.9 first Occupation of a Dwelling;
 - 5.1.10 Occupation of 25% of the Market Housing Units;
 - 5.1.11 Occupation of 60% of the Market Housing Units;
 - 5.1.12 Occupation of 85% of the Market Housing Units.
- 5.2 Any notice required under this Deed to be served on the Council shall be in writing (excluding email) and shall be addressed to the Director of Planning and Place at Town Hall, Horton Street, London W8 7NX and delivered to him personally or by recorded delivery post.
- 5.3 Any notice required under this Deed to be served on the GLA shall be in writing (excluding email) and shall be addressed to the Planning Obligations Monitoring Officer at The Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA (citing reference GLA/4810) and delivered to him personally or by recorded delivery post.
- 5.4 Any payments due to the Council under the terms of this Deed shall be sent to the Council at Town Hall, Horton Street, London W8 7NX (or such other address as may be notified from time to time by the Council to the Owner) and marked for the attention of the Director of Planning and Place PROVIDED THAT within 10 Working Days of receipt of any request by the Owner the Council shall confirm the appropriate BACS details and payment reference to be used by the Owner when making such payments.
- 5.5 Any payments due to the GLA under the terms of this Deed shall be sent to The Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA (or such other address as may be notified from time to time by the Council to the Owner) and marked for the attention of the Planning Obligations Monitoring Officer PROVIDED THAT within 10 Working Days of receipt of any request by the Owner the GLA shall confirm the appropriate BACS details and payment reference to be used by the Owner when making such payments.
- 5.6 Any notice required under this Deed to be served on the Owner shall be in writing (excluding email) and shall be sent to its registered address as set out in this Deed (or such other address as may be notified from time to time by the Owner to the Council and the GLA) and shall be sent by recorded delivery post or other form of tracked and signed for courier.

6. **OWNER'S CAPACITY TO ENTER INTO THIS DEED**

- 6.1 The Owner hereby warrants that it has full power to enter into this Deed and to bind its interests in the Land to the planning obligations, covenants and Undertakings contained within this Deed.
- 6.2 The Owner covenants that none of the planning obligations, covenants and Undertakings contained within this Deed are required to be carried out or delivered upon land in which it does not have a legal interest (whether by way of a freehold or long leasehold).

7. **INDEXATION**

Any sum payable pursuant to this Deed shall be Index Linked in an upward direction only and shall accordingly be increased by the amount calculated in accordance with the definition of Index Linked in this Deed.

8. **INTEREST**

Where any sum or amount which the Owner is obliged to pay the Council pursuant to the obligations set out in this Deed is not paid on the date on which it is due then (and without prejudice to any other right of the Council) interest thereon at the interest rate of 3% per annum above the base lending rate of National Westminster Bank plc as amended from time to time shall immediately be paid on the sum outstanding by the Owner to the Council from the date on which the payment (or part thereof) became due to the date of actual receipt by the Council in addition to the outstanding balance of the payment.

9. **CONSENTS**

Where any notice, agreement, approval, consent, certificate, direction, authority, action or satisfaction of any party is required under the terms of this Deed that agreement, approval, consent, certificate, direction, authority, action or satisfaction shall be in writing and shall not be unreasonably withheld or delayed.

10. **MORTGAGEE'S AND LEASEHOLD OWNER'S CONSENT**

- 10.1 The Mortgagee acknowledges and declares that:-
- 10.1.1 this Deed has been entered into by the Owner with its consent;
 - 10.1.2 the Land shall be bound by the obligations contained in this Deed; and
 - 10.1.3 the security of the Mortgagee over the Land shall take effect subject to this Deed.
- 10.2 The parties agree that the Mortgagee and any other mortgagee or chargee will only be liable for any breach of the provisions of this Deed during such period as it is a mortgagee in possession of the whole or any part of the Land when it becomes bound by the obligations as if it were a person deriving title from the Owner or if any breach is instigated by an agent on behalf of the Mortgagee. It will not be liable for any breach of the provisions of this Deed after it has parted with or released its interest in the Land without prejudice to the rights of the GLA and the Council in relation to any subsisting breach of those covenants, Undertakings, restrictions or obligations arising prior to the parting of such interest.
- 10.3 The Leasehold Owner acknowledges and declares that:-
- 10.3.1 this Deed has been entered into by the Owner with its consent; and
 - 10.3.2 subject to Clause 2.8.6 its interest in the Land shall be bound by the obligations contained in this Deed.

11. REVOCATION

- 11.1 This Deed shall cease to have effect (insofar as it has not already been complied with and save for any breach prior to such cessation) if the Planning Permission is quashed or revoked without the consent of the Owner or if the Planning Permission expires prior to Implementation.
- 11.2 If this Deed is determined pursuant to Clause 11.1 the Council will on the written request of the Owner:
- 11.2.1 update all entries made in the local land charges register in respect of this Deed PROVIDED THAT there are no outstanding obligations; and
- 11.2.2 repay to the Owner any unexpended Monitoring Fees within 10 Working Days.

12. DISPUTE RESOLUTION

- 12.1 In the event of any dispute or difference arising between any of the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications and with at least 10 years' experience in the relevant matters that are in dispute to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of fraud or manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 12.2 In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to Clause 12.1 or as to the appropriateness of the professional body then such question may be referred by either party to the dispute to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties to the dispute in the absence of fraud or manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 12.3 Any expert howsoever appointed shall be subject to the express requirement for a decision to be reached and communicated to the parties to the dispute (with written reasons) within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days after the conclusion of the final hearing that takes place or 20 Working Days after he has received the final file or written representation.
- 12.4 The expert shall be required to give notice to the parties to the dispute requiring each of them to submit to him within 10 Working Days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 Working Days.
- 12.5 The provisions of this Clause 12 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following:- declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief.
- 12.6 This Clause 12 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.

13. APPROVALS REQUIRED FROM BOTH THE GLA AND THE COUNCIL

In respect of paragraphs 1.4 and 1.7.1 of Schedule 3 if there is a disagreement between the GLA and the Council as to whether Substantial Implementation has been achieved the decision of the GLA shall prevail provided that in the event of a disagreement the GLA shall consider any

representations made by the Council that are provided to the GLA 5 Working Days prior to the deadlines for providing a response to the Owner as set out at paragraphs 1.4 and 1.5 of Schedule 3.

14. COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010

For the purposes of the Community Infrastructure Levy Regulations 2010 (the "**Regulations**"), the Owner, the GLA and the Council hereby affirm that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

16. VAT

16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.

16.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly.

17. JURISDICTION

17.1 This Deed including its construction, validity, performance and enforcement and any dispute arising or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and interpreted in accordance with English law.

17.2 The parties to this Deed irrecoverably agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes and claims).

SCHEDULE 1

DEVELOPMENT

Partial demolition and reconfiguration of existing structures and erection of eight buildings up to a maximum of 29 storeys (above podium) to provide 462 residential units (C3) including the provision of 186 affordable housing units, a public leisure centre including a gym and pool (D1/D2), commercial/retail space (B1, flexible B1/A1/A3 and B1/D1/D2), alongside hard and soft landscaping, car parking and cycle spaces, public realm improvements and all ancillary and associated works including servicing, storage, plant and equipment (MAJOR DEVELOPMENT) (EIA DEVELOPMENT).

SCHEDULE 2

AFFORDABLE HOUSING

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

The Owner shall provide the Affordable Housing Units in accordance with the remaining paragraphs of this Schedule 2.

2. PROVISION OF AFFORDABLE HOUSING

2.1 Subject to Clause 2.8 and paragraph 2.2 of this Schedule 2, the Owner hereby covenants with the GLA and the Council:-

2.1.1 to construct or procure the construction of the Affordable Housing Units on the Land;

2.1.2 to provide 77 of the Affordable Housing Units (248 Habitable Rooms) as London Affordable Rented Housing Units and in accordance with the London Affordable Rented Housing Mix and not to Occupy, or to cause or permit the Occupation of, these units and any Additional Affordable Housing Units to be provided as London Affordable Rented Housing Units other than as London Affordable Rented Housing for the life of the Development;

2.1.3 to provide 109 of the Affordable Housing Units (266 Habitable Rooms) as Discount London Living Rent Housing and in accordance with the Discount London Living Rent Housing Mix and not to Occupy, or cause or permit the Occupation of, these units and any Additional Affordable Housing Units to be provided as Discount London Living Rent Housing other than as Discount London Living Rent Housing for the life of the Development;

2.1.4 not to Occupy or cause or permit the Occupation of the Affordable Housing Units for any purpose other than for Affordable Housing;

2.1.5 to ensure that all of the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Planning Permission; and

2.1.6 subject to paragraph 2.2 below, not to Occupy or permit the Occupation of more than:-

- (a) 25% of the Market Housing Units until at least 45% of the Affordable Housing Units are constructed and ready for Occupation as Affordable Housing;
- (b) 60% of the Market Housing Units until at least 75% of the Affordable Housing Units are constructed and ready for Occupation as Affordable Housing; and
- (c) 85% of the Market Housing Units until all of the Affordable Housing Units are constructed and ready for Occupation as Affordable Housing,

and in each case the following shall be satisfied in order for the relevant Affordable Housing Units to be considered ready for Occupation:-

- (d) the Owner has transferred or granted a lease or leases each with a term of at least 99 years of the relevant Affordable Housing Units to a Registered Provider or Registered Providers and a certified copy of each transfer or lease (or Land Registry official copies evidencing such transfer or lease) has been provided to the Council;
- (e) a Registered Provider has entered into a Nominations Agreement with the Council in respect of the London Affordable Rented Housing Units and the Discount London Living Rented Housing;

- (f) the Owner has served notice on the Director of Planning and Place advising which of the Affordable Housing Units are ready for Occupation and allowing the Council to inspect the relevant Affordable Housing Units at any time between 9am and 5pm on Mondays to Fridays no later than 20 Working Days after receipt of such notice or such other date as may be notified by the Council (acting reasonably and within the 20 Working Days); and
- (g) the Director of Planning and Place has confirmed in writing to the Owner, within 10 Working Days of the Council's inspection under paragraph 2.1.6(f) above, that the relevant Affordable Housing Units have been constructed and are ready for Occupation PROVIDED THAT this requirement shall be deemed to have been discharged if:-
 - (i) the Council elects not to conduct an inspection or fails to respond within the 20 Working Day period; or
 - (ii) the Council fails to provide the required confirmation in writing within the specified time period or detailed reasoning as to why such confirmation cannot be provided and the actions required by the Owner to address the Council's concerns.

2.2 The covenants contained in this Schedule 2 shall not be binding on and shall cease to apply to:-

- 2.2.1 any occupier of any Affordable Housing Unit who has exercised a statutory right to acquire the whole of the freehold or of a leasehold estate of that Affordable Housing Unit under the Housing Act 1996 or any other statutory right in force from time to time entitling tenants of a Registered Provider to purchase their homes; and
- 2.2.2 any mortgagee or chargee from time to time of a Registered Provider of any Affordable Housing Units who seeks to dispose of those Affordable Housing Units or any of them pursuant to its power of sale exercised pursuant to default of the terms of the mortgage or charge or any Receiver or person deriving title under them and who has first complied with the provisions of paragraph 3 of this Schedule 2.

3. CHARGE IN POSSESSION

3.1 In order to benefit from the protection granted by paragraph 2.2.2 above, a Chargee must:-

- 3.1.1 prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units, serve a Default Notice on:-
 - (a) the Council by delivery by hand to the Council's offices at Town Hall, Horton Street, London W8 7NX or using first class registered post to the Council's offices at Town Hall, Horton Street, London W8 7NX in either case addressed to the Head of Planning and Head of Legal Services of the Council; and
 - (b) on 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 5 Endeavour Square, 4 Floor, Yellow Zone Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9am and 5pm 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 5 Endeavour Square, 4 Floor, Yellow Zone Stratford, London E20 1JN (addressed to TfL's Legal Manager for Property and Planning);
- 3.1.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

- 3.1.3 subject to paragraph 3.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 3.4 below.
- 3.2 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council or the GLA may serve an Intention Notice on the Chargee.
- 3.3 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 Council or the GLA (as appropriate) and the Chargee), the Chargee will grant the GLA, the Council (and/or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:-
- 3.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 3.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below;
- 3.3.3 provided that the purchase price has been agreed in accordance with paragraph 3.4.2 below or determined in accordance with paragraph 3.5 below, but subject to paragraph 3.3.4 below, the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) 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;
- 3.3.4 the Option will expire upon the earlier of:-
- (a) notification in writing by the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) that it no longer intends to exercise the Option PROVIDED THAT the Council has first obtained the GLA's prior written approval; and
- (b) the expiry of the Moratorium Period; and
- 3.3.5 any other terms agreed between the parties to the Option (acting reasonably),

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

- 3.4 Following the service of the Intention Notice:-
- 3.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) 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
- 3.4.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:-
- (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 2; and

- (b) (unless otherwise agreed in writing between the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) and the Chargee) the Sums Due.

- 3.5 On the date falling 10 Working Days after service of the Intention Notice, if the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) and the Chargee have not agreed the price pursuant to paragraph 3.4.2 above:-
- 3.5.1 the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) 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;
- 3.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 3.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;
- 3.5.4 the independent surveyor shall act as an expert and not as an arbitrator;
- 3.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 3.5.6 the independent surveyor shall make his/her decision and notify the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (if appropriate) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 3.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 3.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in 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:-
- 3.6.1 neither the GLA nor the Council has served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 3.6.2 the GLA or the Council (or the GLA's or the Council's nominated substitute Registered Provider) (as appropriate) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 3.6.3 the GLA or the Council (or the GLA's or the Council's nominated substitute Affordable Housing Provider) (as appropriate) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

3.7 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 3.2 to 3.7 above (inclusive).

4. **SERVICE CHARGES**

In respect of the London Affordable Rented Housing Units, the Owner hereby covenants with the GLA and the Council:-

4.1 the amount of the Service Charges shall not be more than the actual costs of the services provided;

4.2 no London Affordable Rented Housing Units shall be first Occupied within any building of the Development until the initial amount of the Service Charges in relation to the first Occupation of such Dwellings within that building has been agreed in writing by the Council; and

4.3 the relevant Registered Provider shall not alter the level of any Service Charges for any of the London Affordable Rented Housing Units from those agreed pursuant to paragraph 4.2 other than annual increases to allow for indexation and inflation until:-

4.3.1 it has notified the Council of the proposed level of Service Charges providing such details as may reasonably be requested;

4.3.2 it has provided within three weeks of any request by the Council such other details as may be reasonably requested by the Council as to the process undertaken and the matters taken into account in setting the Service Charges; and

4.3.3 the Council has agreed the proposed level of Service Charges or the matter has been resolved pursuant to the dispute resolution procedures set out in Clause 12 of this Deed.

5. **PUBLIC SUBSIDY**

5.1 The Owner covenants that subject to paragraph 5.2 it shall not use any Public Subsidy for the provision of any of the Affordable Housing Units or Additional Affordable Housing Units; and

5.2 The Council and the GLA acknowledge and agree that the consideration paid by a Registered Provider for the Affordable Housing Units and any Additional Affordable Housing Units may comprise Public Subsidy.

6. **ADDITIONAL AFFORDABLE HOUSING UNITS**

If any Additional Affordable Housing Units are required pursuant to paragraph 3.4 of Schedule 3, references to "Affordable Housing Units" shall include the Additional Affordable Housing Units.

SCHEDULE 3

VIABILITY REVIEW

1. EARLY VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the GLA and the Council 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 GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than five Working Days after receiving a written request from the GLA or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA or the Council to enable the GLA and the Council to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule 3, the Owner shall afford the GLA and the Council 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:-
- 1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2 comply with relevant health and safety legislation; and
 - 1.3.3 at all times be accompanied by the Owner or their agent.
- 1.4 No later than:-
- 1.4.1 40 Working Days after the GLA and the Council receive notice pursuant to paragraph 1.1 of this Schedule 3; or
 - 1.4.2 if the GLA or the Council makes a request under paragraph 1.2 of this Schedule 3, 20 Working Days after the GLA and the Council receive 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 20 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.
- 1.5 If the Council or the GLA notifies the Owner that the Council or the GLA considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis with the exception only that the time period in paragraph 1.4.1 shall be reduced to 20 Working Days for any subsequent notice until the Council (and, if the GLA has elected to inspect the Land, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Schedule 3 that Substantial Implementation has been achieved PROVIDED THAT the Council or the GLA shall provide the Owner with full details as to why it considers that Substantial Implementation has not been achieved and what actions the Owner is expected to undertake to rectify the disagreement.
- 1.6 Subject to Clause 13 of this Deed, any dispute between the parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date may be referred to dispute resolution in accordance with Clause 12.

1.7 The Owner shall not Occupy the Development or any part thereof until:-

1.7.1 the Council (and, if the GLA has elected to inspect the Land, the GLA) has notified the Owner pursuant to paragraph 1.4 of this Schedule 3 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

1.7.2 the GLA has confirmed in writing pursuant to paragraph ~~Error! Reference source not found.~~^{3.6} of this Schedule 3 its agreement with the Council that no Additional Affordable Housing Units are required; or

1.7.3 if the GLA has confirmed in writing pursuant to paragraph ~~Error! Reference source not found.~~^{3.6} of this Schedule 3 that Additional Affordable Housing Units are required, the GLA has confirmed pursuant to paragraph ~~Error! Reference source not found.~~^{3.6} of this Schedule 3 its approval of an Additional Affordable Housing Scheme. ^{3.6}

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2. SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council or the GLA under paragraph 1.4 of this Schedule 3 or pursuant to dispute resolution in accordance with Clause 12):-

2.1.1 the Owner shall submit to the GLA and the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of this Schedule 3 that Substantial Implementation has been achieved, on the basis that the Council and the GLA may make such information publicly available:-

- (a) the Development Viability Information for Formula 1a and Formula 2;
- (b) 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, subject to paragraph 2.2 of this Schedule 3, Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided;
- (c) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

2.1.2 paragraphs 3 and 3.1 of this Schedule 3 shall apply.

2.2 It is hereby agreed and understood that in the event that the application of Formula 1a demonstrates a surplus profit the total number of Affordable Housing Units (being the originally consented Affordable Housing Units together with any Additional Affordable Housing Units determined by Formula 2 and any payment in lieu of provision pursuant to paragraph 3.7 of this Schedule 3) shall not exceed the equivalent of 50% of the habitable rooms of the Development.

3. ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the information submitted pursuant to paragraph 2.1 of this Schedule 3 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner and the Council shall have regard to any comments of the Owner and the GLA as to the adequacy or otherwise of the evidence.

3.2 The Council and the GLA may jointly appoint an independent external expert (the "External Consultant") to assess the information submitted pursuant to paragraph 2.1 of this Schedule 3 PROVIDED THAT:-

- 3.2.1 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;
- 3.2.2 any appointment of an External Consultant shall be made within 15 Working Days of receipt by the Council of the information and the Owner shall be notified by the Council of the appointment within this same timeframe and the advice of the External Consultant shall be shared with the Owner; and
- 3.2.3 any External Consultant so appointed will report to the Council and the GLA promptly and in any event:-
 - (a) within 20 Working Days of its appointment to request further information where to do so is reasonably required for it to come to a decision; and
 - (b) within 20 Working Days of receipt of all reasonably required information (which for the avoidance of doubt shall include all information received pursuant to a request under paragraph 3.3 of this Schedule) to set out its conclusion as to whether Additional Affordable Housing Units are required.

3.3 In the event that the GLA, the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same and notifies the Owner of such request within 20 Working Days of:

- 3.3.1 receipt of the information submitted pursuant to paragraph 2.1;
- 3.3.2 the appointment of an External Consultant (if applicable); or
- 3.3.3 the receipt of further information submitted pursuant to this paragraph 3.3,

then the Owner shall provide any reasonably required information to the GLA, the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated to the extent reasonably necessary until the GLA, the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.

3.4 Not later than:

- 3.4.1 35 Working Days from the submission of the information under paragraph 2.1 above, if no request is made under paragraph 3.3 above; or
- 3.4.2 20 Working Days from the date of receipt by the Council of the final information submitted pursuant to paragraph 3.3 above, if a request is made under that paragraph,

the Council shall notify the GLA and the Owners 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 and shall provide reasons for such decision including with reference to the External Consultant's advice.

3.5 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall (unless the matter has been referred to dispute resolution or the GLA disagrees with the Council's conclusion) 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 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Schedule 3 or such later date as may be agreed with the GLA (to allow the GLA time to confirm its decision pursuant to paragraph 3.6).

3.6 The GLA shall in its absolute discretion confirm in writing to the Council and the Owner whether it agrees with the Council's intended decision in paragraph 3.4 of this Schedule 3 (including whether

to approve the Additional Affordable Housing Scheme, if submitted) as soon as reasonably practicable and in any event within 15 Working Days after receiving notice of that intended decision and the GLA will be entitled to rely on its own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner and the Council and the GLA shall have regard to any comments of the Owner and the Council as to the adequacy or otherwise of the evidence:-

3.6.1 if the GLA agrees with the Council's intended decision, paragraph 3.7 shall apply (if relevant); and

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

- (a) it shall provide reasons with its decision to which the Owner and the Council shall have regard;
- (b) the Owner shall submit, or re-submit, an Additional Affordable Housing Scheme for approval by the Council, if required by the GLA;
- (c) the Council shall within 20 Working Days of receipt notify the GLA and the Owner in writing of its intended decision as to whether the re-submitted Additional Affordable Housing Scheme is approved and shall provide a detailed explanation in the event that it is not so approved; and
- (d) this paragraph 3.6 shall apply mutatis mutandis until such time as the position is agreed provided that at any time any of the parties can seek dispute resolution pursuant to Clause 12.

3.7 If it is determined pursuant to dispute resolution (Clause 12), or the Council's assessment pursuant to paragraph 3.5 of this Schedule 3 ~~Schedule 3~~ concludes, and the GLA has confirmed in writing its agreement with such conclusion in accordance with paragraph 3.6 ~~Error! Reference source not found.~~ above, that:-

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

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

then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards the delivery by the Council of Affordable Housing not later than 30 Working Days following the GLA's confirmation.

3.8 The Owner shall pay the GLA's and the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.1 of this Schedule 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

3.9 Following the GLA's confirmation pursuant to paragraph 3.6 above or in the event of any delays beyond the timings prescribed in this Schedule, any party may refer the matter to dispute resolution pursuant to Clause 12 to determine whether any Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 (and, if so, how many).

4. **DELIVERY OF ADDITIONAL AFFORDABLE HOUSING**

4.1 Where it is determined pursuant to 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 85 per cent of the Market Housing Units until it has:-

4.1.1 constructed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and

4.1.2 paid any remaining surplus profit pursuant to paragraph ~~Error! Reference source not found.~~ ^{3.7} of this Schedule 3 to the Council towards the delivery by the Council of Affordable Housing.

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5. **MONITORING**

5.1 The Council covenants with the GLA to report to the GLA through the London Development Database the information in paragraph 5.2 below (to the extent applicable) as soon as reasonably practicable after the GLA's confirmation in writing pursuant to paragraph ~~Error! Reference source not found.~~ ^{3.6} of this Schedule 3 that the Additional Affordable Housing Scheme is approved.

5.2 The information referred to in paragraph 5.1 above is:-

5.2.1 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);

5.2.2 any changes in the tenure or affordability of the Affordable Housing Units; and

5.2.3 the amount of any financial contribution payable towards the delivery by the Council of Affordable Housing pursuant to paragraph ~~Error! Reference source not found.~~ ^{3.6} of this Schedule 3.

SCHEDULE 4

FINANCIAL CONTRIBUTIONS

1. FINANCIAL CONTRIBUTIONS

The Owner covenants with the Council and/or the GLA as appropriate:-

1.1 West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution

1.1.1 to pay the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution to the GLA no later than twelve months following Commencement of the Development;

1.1.2 not to Occupy the Development (save for Building 7B) until the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution has been paid to the GLA; and

1.1.3 to notify the GLA in writing that the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution has been paid to the GLA in accordance with paragraph 1.1.1 of this Schedule as soon as reasonably practicable following payment;

1.2 West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study Contribution

1.2.1 to pay the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study Contribution to the GLA no later than six months following the start of Enabling Works;

1.2.2 not to Commence the Development until the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study Contribution has been paid to the GLA; and

1.2.3 to notify the GLA in writing that the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Feasibility Study Contribution has been paid to the GLA in accordance with paragraph 1.2.1 of this Schedule as soon as reasonably practicable following payment;

1.3 Legible London Contribution

1.3.1 to pay the Legible London Contribution to the GLA six months prior to the anticipated date of first Occupation of the Development with the exception of Building 7B;

1.3.2 not to first Occupy the Development (save for Building 7B) until the Legible London Contribution has been paid to the GLA; and

1.3.3 to notify the GLA in writing that the London Legible Contribution has been paid to the GLA in accordance with paragraph 1.3.1 of this Schedule as soon as reasonably practicable following payment;

1.4 Coach Parking Facilities Contribution

1.4.1 to pay the Coach Parking Facilities Contribution to the GLA six months prior to the anticipated date of first Occupation of the Development with the exception of Building 7B;

1.4.2 not to first Occupy the Development (save for Building 7B) until the Coach Parking Facilities Contribution has been paid to the GLA; and

- 1.4.3 to notify the GLA in writing that the Coach Parking Facilities Contribution has been paid to the GLA in accordance with paragraph 1.4.1 of this Schedule as soon as reasonably practicable following payment;

1.5 Travel Plan Monitoring Contribution

- 1.5.1 to pay the Travel Plan Monitoring Contribution to the Council prior to the first Occupation of the Development with the exception of Building 7B;
- 1.5.2 not to first Occupy the Development (save for Building 7B) until the Travel Plan Monitoring Contribution has been paid to the Council; and
- 1.5.3 to notify the Director of Planning and Place in writing that the Travel Plan Monitoring Contribution has been paid to the Council in accordance with paragraph 1.5.1 of this Schedule as soon as reasonably practicable following payment;

1.6 Construction Traffic Management Plan Contribution(s)

- 1.6.1 Subject to paragraph 1.6.3 to pay the Construction Traffic Management Plan Contribution to the Council for each Construction Traffic Management Plan or Construction Traffic Management Plans submitted to the Council pursuant to a condition of the Planning Permission within 10 Working Days of the start of the works to which the relevant plan relates;
- 1.6.2 not to start any works comprising Enabling Works, Building 7B Works or to Commence the Development or any Phase of the Development until a Construction Traffic Management Plan Contribution in respect of the Construction Traffic Management Plan relating to those works has been paid to the Council;
- 1.6.3 where a Construction Traffic Management Plan relates to more than one Phase of works, only a single Construction Traffic Management Plan Contribution will be payable unless a substantially new version of the Construction Traffic Management Plan is submitted to reflect material changes to the scope and duration of the works. The resubmission of the same or substantially the same Construction Traffic Management Plan to address any comments from the Council or requests for further information or amendments shall not require a further Construction Traffic Management Contribution to be paid; and
- 1.6.4 to notify the Director of Planning and Place in writing that the Construction Traffic Management Plan Contribution has been paid to the Council in accordance with paragraph 1.6.1 of this Schedule as soon as reasonably practicable following payment;

1.7 Carbon Offset Contribution

- 1.7.1 to pay the Carbon Offset Contribution to the Council prior to Commencement of Development;
- 1.7.2 not to Commence the Development until the Carbon Offset Contribution has been paid to the Council; and
- 1.7.3 to notify the Director of Planning and Place in writing that the Carbon Offset Contribution has been paid to the Council in accordance with paragraph 1.7.1 of this Schedule as soon as reasonably practicable following payment;

1.8 Construction Phase Skills and Training Contribution

- 1.8.1 to pay 25% of the Construction Phase Skills and Training Contribution to the Council prior to Implementation of the Development;
- 1.8.2 to pay the remaining 75% of the Construction Phase Skills and Training Contribution to the Council prior to Commencement of Development;
- 1.8.3 not to Implement the Development until 25% of the Construction Phase Skills and Training Contribution has been paid in full to the Council; and
- 1.8.4 not to Commence the Development until the remaining 75% of the Construction Phase Skills and Training Contribution has been paid in full to the Council;
- 1.8.5 to notify the Director of Planning and Place in writing that the relevant tranche of the Construction Phase Skills and Training Contribution has been paid to the Council in accordance with paragraph 1.8.1 or 1.8.2 (as applicable) of this Schedule as soon as reasonably practicable following payment;

1.9 End User Employment and Training Contribution

- 1.9.1 to pay the End User Employment and Training Contribution to the Council prior to Occupation of the Development with the exception of Building 7B;
- 1.9.2 not to Occupy the Development (save for Building 7B) until the End User Employment and Training Contribution has been paid to the Council; and
- 1.9.3 to notify the Director of Planning and Place in writing that the End User Employment and Training Contribution has been paid to the Council in accordance with paragraph 1.9.1 of this Schedule as soon as reasonably practicable following payment;

1.10 Library Facilities Contribution

- 1.10.1 to pay the Library Facilities Contribution to the Council prior to Occupation of the Development with the exception of Building 7B;
- 1.10.2 not to Occupy the Development (save for Building 7B) until the Library Facilities Contribution has been paid to the Council; and
- 1.10.3 to notify the Director of Planning and Place in writing that the Library Facilities Contribution has been paid to the Council in accordance with paragraph 1.10.1 of this Schedule as soon as reasonably practicable following payment;

1.11 Air Quality Contribution

- 1.11.1 to pay the Air Quality Contribution to the Council prior to the Implementation of the Development;
- 1.11.2 not to Implement the Development until the Air Quality Contribution has been paid in full to the Council; and
- 1.11.3 to notify the Director of Planning and Place in writing that the Air Quality Contribution has been paid to the Council in accordance with paragraph 1.11 of this Schedule as soon as reasonably practicable following payment.

SCHEDULE 5

TRANSPORT

1. PERMIT FREE DEVELOPMENT

1.1 The Owner covenants with the Council that from Implementation of the Development:-

- 1.1.1 it shall not to apply to the Council for a Parking Permit in respect of the Permit Free Residential Units nor knowingly permit any owner or occupier of the Permit Free Residential Units to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Permit Free Residential Units it shall be surrendered to the Council within seven days of receipt of a written request from the Council to do so;
- 1.1.2 that all material used for advertising or marketing the Permit Free Residential Units for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit in respect of the Permit Free Residential Units; and
- 1.1.3 that in respect of every lease granted assigned transferred or otherwise provided after the date of this Deed in respect of the Permit Free Residential Units the following covenant or a covenant of substantially the same nature shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Permit Free Residential Units):-

"The lessee for himself and his successors in title being the owner or owners for the time being of the terms of years hereby granted hereby covenant with the lessor and separately with the Mayor and Burgesses of the Royal Borough of Kensington and Chelsea ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit (save for a disabled person's "purple badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) as amended in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of receipt of a written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1."

- 1.2 To send to the Director of Planning and Place a certified copy of the transfers, leases or tenancies (of over seven years) within 10 Working Days of the transfer or the grant or transfer of any lease or tenancy in respect of the Permit Free Residential Units or transfer of any lease or tenancy in respect of the Permit Free Residential Units.
- 1.3 For the avoidance of doubt the obligations set out in this paragraph 1 shall be complied with by the Registered Provider in respect of the Affordable Housing Units.

2. EARLS COURT NORTHERN ACCESS ROAD

- 2.1 The Owner covenants that, subject to paragraph 2.2, the Earls Court Northern Access Route shall be retained for use by the Earls Court Development (amongst other uses) until such time as it is agreed in writing with the Council that it is no longer reasonably required for such purpose PROVIDED THAT it shall be subject to such diversion, traffic restrictions and temporary closure events (for example but without limitation for the purpose of resurfacing, health and safety or maintenance works) and any limitation on vehicle numbers or operating hours or such other contractual requirements as agreed or as may reasonably be agreed between the Owner and the owner of the Earls Court Development.
- 2.2 In the event only that the following requirements are satisfied, the Council may notify the Owner that Reasonable Endeavours are to be used by the Owner to adapt the Earls Court Northern Access Route to facilitate pedestrian and cyclist use:-

- 2.2.1 the Development has Commenced; and

2.2.2 the Earls Court Development is in the reasonable opinion of the Council within 6 months of reaching Practical Completion or has completed such that the Earls Court Northern Access Route is or will shortly be no longer required for construction traffic.

2.3 It is hereby agreed and acknowledged that there are third parties with legal rights over the Earls Court Northern Access Route and any ability for the general public to use the adapted Earls Court Northern Access Route will be subject to the Owner obtaining all necessary approvals and consents on reasonable commercial terms (with no premium or compensation payable) in advance.

2.4 Within three months of the Owner obtaining all necessary approvals and consents it shall submit its proposal for the shared vehicular, pedestrian and cyclist route across the Land that is to replace the Earls Court Northern Access Route to the Council for approval (such proposal to include without limitation details of design, timing of delivery and long-term management).

2.5 Once the proposal submitted pursuant to paragraph 2.4 is approved by the Council the Owner shall provide such route in accordance with the approved proposal for the lifetime of the Development.

3. **CYCLE HIRE MEMBERSHIP**

Upon the first Occupation of each Dwelling the Owner shall provide at no cost to the Occupier one 12 month Cycle Hire Membership to the relevant Dwelling for use by the Occupiers of the Dwelling.

SCHEDULE 6

PUBLIC REALM

The Owner covenants with the Council as follows:-

1. PUBLIC ART STRATEGY

- 1.1 To consult with the Director of Planning and Place on the contents of the Public Art Strategy before submitting it to the Director of Planning and Place for approval pursuant to paragraph 1.2 below and prior to commissioning the Public Art.
- 1.2 No later than six months prior to anticipated Occupation of any part or Phase of the Development, to submit the Public Art Strategy for such part or Phase of the Development to the Director of Planning and Place for their written approval and, if such approval is reasonably refused, to resubmit the Public Art Strategy until such time as the Director of Planning and Place is able to approve the same, unless otherwise agreed in writing by the Council.
- 1.3 To implement and comply with the approved Public Art Strategy and to provide the Public Art to the Council's reasonable satisfaction prior to Occupation of the relevant part or Phase of the Development unless otherwise agreed in writing by the Council or as approved within the Public Art Strategy.
- 1.4 Not to Occupy or cause or permit Occupation of any part of the Development until the Public Art within such part or Phase has been provided in accordance with the approved Public Art Strategy to the Council's reasonable satisfaction unless otherwise agreed in writing by the Council.

2. PUBLIC OPEN SPACE

- 2.1 The Owner shall:-
 - 2.1.1 keep the Public Open Space clean and tidy and free from deposits of waste, rubbish or refuse;
 - 2.1.2 keep the Public Open Space in such secure and sound condition generally as will afford to the general public the free unobstructed and safe use thereof; and
 - 2.1.3 effect and maintain full and adequate insurance cover in respect of any claims for injury that may be made by the general public.
- 2.2 Unless otherwise agreed by the Council and subject to the provisions of paragraph 2.5 of this Schedule 6, to allow the general public who may or may not live or work on any part of the Development to have free access on foot or by wheelchair to and over the Public Open Space at all times every day throughout the year from the date the Public Open Space is ready and fit for use by the general public and not to gate off any part of the Public Open Space, or erect any signs or notices to discourage the general public from accessing or using the Public Open Space, or otherwise restrict access by members of the public to the Public Open Space.
- 2.3 That all material used for advertising or marketing any of the Dwellings for letting or sale, and every transfer or lease granted, assigned, transferred or otherwise provided in respect of each of the Dwellings shall inform the occupiers or prospective occupiers of the Dwellings that the general public shall have free right of access on foot or by wheelchair to and over the Public Open Space at all times every day throughout the year (subject to closure permitted pursuant to paragraph 2.5).
- 2.4 To allow the Council by its officers, workmen or agents access to the Public Open Space in order to ensure that the provisions of this paragraph 2 of Schedule 6 are being complied with and if there is a breach by the Owner of any of its obligations under this paragraph 2 the Council may serve a default notice upon the Owner requiring such breach to be remedied within a period of 21 (twenty one) days or such longer time period from the date of the said notice as the Council may agree acting reasonably in view of the nature of the breach and the Owner shall either remedy the breach

accordingly to the Council's satisfaction, or if the Owner does not accept the requirements of the said default notice it shall notify the Council in writing whereupon a dispute shall be deemed to have arisen to be remedied in accordance with the dispute resolution procedure as set out at Clause 12 of this Deed.

2.5 It is hereby agreed that there is no intention to create any public rights of way over the Public Open Space and that the access of the general public to and over the Public Open Space shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or part or parts thereof and that notwithstanding anything contained in this Deed the Owner may from time to time prevent or restrict access to the Public Open Space or part or parts thereof (but only for as long as is reasonably necessary and provided that a publicly accessible route through the Land is maintained at all times to the extent possible and practicable to do so) for the following purposes:-

- 2.5.1 the maintenance, repair or improvement of the Public Open Space;
- 2.5.2 the laying, construction, inspection, maintenance, repair or renewal of any building or buildings immediately adjoining the Public Open Space (including the erection of scaffolding), or any services or service media serving such building or buildings;
- 2.5.3 closure for no more than 24 hours in any calendar year to prevent the creation of any public rights of way over the Public Open Space PROVIDED THAT access is maintained during any such closure for occupiers of and visitors to the Dwellings, CLF or Commercial Units;
- 2.5.4 in cases of emergency or some danger to the public or in the interests of health, safety and/or security or in accordance with the lawful requirements of the police or other competent body;
- 2.5.5 to address any incidents involving crime or disorderly behaviour; and
- 2.5.6 for any other purposes as may be agreed in advance with the Council from time to time,

PROVIDED THAT the Owner shall give not less than 5 (five) Working Days' prior written notice to the Council before closing the Public Open Space (or any part thereof) in the circumstances referred to in paragraphs 2.5.1 to 2.5.3 above AND FURTHER PROVIDED THAT the area to be closed shall be the minimum area reasonably practicable for the stated purpose and the Owner shall use reasonable endeavours to re-open any area of land closed pursuant to this paragraph 2.5 of Schedule 6 as soon as reasonably practicable.

SCHEDULE 7

COMMUNITY LEISURE FACILITY

1. Appointment of a Nominated Leisure Operator

- 1.1 Prior to Commencement of the Development the Owner shall have agreed with the Council a marketing strategy for identifying a NLO, such strategy to include the date when the marketing shall commence (the "**Agreed Marketing Plan**").
- 1.2 The Owner shall implement the Agreed Marketing Plan for a period of twelve (12) months and within such period shall use best endeavours to identify and agree with the Council a NLO (the "**Agreed NLO**").
- 1.3 In the event that no Agreed NLO has been identified after twelve months marketing activities in compliance with the Agreed Marketing Plan the Owner shall notify the Council (providing evidence to the Council's reasonable satisfaction) and confirming in the Owner's opinion whether a further period of marketing ("**Additional Marketing**") is reasonably likely to result in an Agreed NLO and if so:
- 1.3.1 any changes proposed to the Agreed Marketing Plan for the Additional Marketing taking account of prior discussions with the Council as to how the Agreed Marketing Plan can be improved (the "**Revised Marketing Plan**"); and
 - 1.3.2 any reasonable adjustments required to the timing requirements of this Schedule (including without limitation the Occupation restrictions set out in paragraph 2.3) as a result of the Additional Marketing.
- 1.4 As soon as reasonably practicable and in any event within 20 Working Days of receipt of a notice pursuant to paragraph 1.3 (or receipt of information pursuant to paragraph 1.5) the Council shall notify the Owner as to whether it requires further information to be able to reach a view or whether:
- 1.4.1 Additional Marketing is required (providing reasons to the extent that such a decision differs from the Owner's opinion) and if so:
 - (a) if the proposed Revised Marketing Plan is agreed or the details of further changes as may reasonably be required; and
 - (b) if the proposed changes to this Schedule 7 are agreed or the details of further changes as may reasonably be required or explanation as to why such changes are not considered acceptable; or
 - 1.4.2 no further marketing is required.
- 1.5 The Owner shall respond to any request for further information pursuant to paragraph 1.4 as soon as reasonably practicable and in any event within 15 Working Days of receipt unless otherwise agreed in writing with the Council and paragraphs 1.4 and 1.5 shall continue to apply until such time as the Council and the Owner are agreed or a disagreement has been referred to dispute resolution in accordance with Clause 12.
- 1.6 In the event that Additional Marketing is required (either pursuant to paragraph 1.4 or following dispute resolution in accordance with Clause 12) and provided that the Revised Marketing Plan has been agreed and any changes required to this Schedule 7 have been agreed, the Owner shall carry out not less than six (6) months Additional Marketing in accordance with the Revised Marketing Plan and within such period shall use best endeavours to identify an Agreed NLO.

1.7 The Council shall provide such reasonable assistance as may be requested by the Owner during the course of the marketing of the CLF and identification of a NLO (whether pursuant to the Agreed Marketing Plan or any Additional Marketing).

1.8 In the event that the Agreed Marketing Plan (and where relevant any Additional Marketing in accordance with the Revised Marketing Plan) fails to result in an Agreed NLO, the Council shall notify the Owner as soon as reasonably practicable following receipt of a written request to do so:

1.8.1 that it will assume the role of Agreed NLO (whether by operating the CLF itself or sub-letting to another leisure operator); or

1.8.2 the provisions of this Schedule 7 shall be deemed to have been discharged and the Owner may apply to the Council for planning permission to develop and use the CLF for such other purpose as may be agreed.

2. Provision of the CLF

2.1 Once there is an Agreed NLO the Owner shall use best endeavours to promptly:

2.1.1 enter into the Agreement for Lease with the Agreed NLO; and

2.1.2 agree with the Council and the Agreed NLO the CLF Specification (which shall upon written approval by the Council become the "**Approved CLF Specification**").

2.2 Subject to paragraph 4.10 of this Schedule 7, the Owner shall provide the CLF in accordance with the terms of the Agreement for Lease and the Approved CLF Specification within two years of the Agreement for Lease being entered into (or such other timescale as may be agreed in writing with the Council having reasonable regard to the Owner's construction programme and the date when the Agreement for Lease was entered into).

2.3 Subject to paragraph 4.11 of this Schedule 7, no more than 85% of the Market Housing Units shall be Occupied until:

2.3.1 the CLF has been completed in accordance with the terms of the Agreement for Lease and the Planning Permission;

2.3.2 the CLF has been fitted out in accordance with the Approved CLF Specification; and

2.3.3 the Lease has been granted to the Agreed NLO.

3. Operation of the CLF

3.1 Prior to Occupation of the CLF the Owner shall procure that the Agreed NLO shall have submitted to the Council the CLF Operation and Management Plan and obtained the Council's written approval of the CLF Operation and Management Plan and the CLF shall not be Occupied until the Council has approved the CLF Operation and Management Plan.

3.2 A revised version of the CLF Operation and Management Plan may be submitted to the Council for approval from time to time PROVIDED THAT it is no more than once per calendar year unless otherwise agreed by the Council acting reasonably.

3.3 Throughout the lifetime of the Development the CLF shall not be used other than in accordance with the most recently approved CLF Operation and Management Plan.

3.4 Once the Lease has been granted the Agreed NLO shall be considered to be the Owner for the purposes of paragraph 3.3 of this Schedule 7 and Landlord shall not be liable for the performance of paragraph 3.3 of Schedule 7 (with the exception of any breach carried out by the Landlord or at its instigation) unless and until any of the following events occur:

3.4.1 the Lease has been forfeited, surrendered or otherwise terminated; or

3.4.2 the Landlord occupies or takes possession of the whole or any part of the CLF.

3.5 In the event of a breach of paragraph 3.3 of this Schedule 7 and where such breach also constitutes a breach of an obligation under the Lease, the Landlord will take any and all reasonable steps to enforce the terms of the Lease if reasonably requested to do so by the Council, including but not limited to action to forfeit the Lease and issuing, commencing or otherwise bringing proceedings against the Agreed NLO or other relevant third party to the Council's reasonable satisfaction.

4. Replacement of the Agreed NLO

4.1 In the event that the Agreement for Lease or Lease with an Agreed NLO as required by this Schedule expires or is forfeited, surrendered or otherwise terminated the Owner and the Council shall promptly agree a marketing strategy to identify a replacement Agreed NLO to operate the CLF (the "**Replacement Marketing Plan**") and shall also agree how the CLF shall be operated (or not) until such time as a replacement Agreed NLO is identified.

4.2 The Owner shall implement the Replacement Marketing Plan (with reasonable assistance from the Council) for a period of twelve (12) months and within such period shall use best endeavours to identify a replacement Agreed NLO.

4.3 In the event that no replacement Agreed NLO has been identified after twelve months marketing activities in compliance with the Replacement Marketing Plan the Owner shall notify the Council (providing evidence to the Council's reasonable satisfaction) and confirming in the Owner's opinion whether a further period of marketing is reasonably likely to result in an Agreed NLO and if so:

4.3.1 any changes proposed to the Replacement Marketing Plan (the "**Revised Replacement Marketing Plan**"); and

4.3.2 any reasonable adjustments to the timing requirements of this Schedule.

4.4 As soon as reasonably practicable and in any event within 20 Working Days of receipt of a notice pursuant to paragraph 4.3 (or receipt of information pursuant to paragraph 4.5) the Council shall notify the Owner as to whether it requires further information to be able to reach a view or whether:

4.4.1 further marketing is required (providing reasons to the extent that such a decision differs from the Owner's opinion) and if so:

(a) if the proposed Revised Replacement Marketing Plan is agreed or the details of further changes as may reasonably be required; and

(b) if the proposed changes to this Schedule 7 are agreed or the details of further changes as may reasonably be required or explanation as to why such changes are not considered acceptable; or

4.4.2 no further marketing is required.

4.5 The Owner shall respond to any request for further information pursuant to paragraph 4.4 as soon as reasonably practicable and in any event within 15 Working Days of receipt unless otherwise agreed in writing with the Council.

4.6 In the event that further marketing is required (either pursuant to paragraph 4.4 or following dispute resolution in accordance with Clause 12), the Owner shall carry out not less than six (6) months further marketing in accordance with the Revised Replacement Marketing Plan and within such period shall use best endeavours to identify an Agreed NLO.

4.7 The Council shall provide such reasonable assistance as may be requested by the Owner during the course of the marketing of the CLF and identification of a replacement Agreed NLO.

- 4.8 In the event that the Replacement Marketing Plan (and where relevant any Revised Replacement Marketing Plan) fails to result in an Agreed NLO, the Council shall notify the Owner as soon as reasonably practicable following receipt of a written request to do so:
- 4.8.1 that it will assume the role of Agreed NLO (whether by operating the CLF itself or sub-letting to another leisure operator); or
 - 4.8.2 that this Schedule 7 shall be deemed to have been discharged and the Owner may apply to the Council for planning permission to develop and use the CLF for such other purpose as may be agreed.
- 4.9 In the event that a Replacement Marketing Plan results in a replacement Agreed NLO the Owner shall use best endeavours to enter into an agreement for lease and/or lease with the replacement NLO promptly and on substantially the same terms as the Agreement for Lease and Lease respectively.
- 4.10 Paragraph 2.2 of this Schedule 7 shall have no effect in the event that the Agreement for Lease expires or is forfeited, surrendered or otherwise terminated until such time as a replacement agreement for lease is entered into when paragraph 2.2 shall again be applicable as if the reference to Agreement for Lease and Approved CLF Specification include the replacement agreement for lease and approved CLF Specification with the replacement Agreed NLO.
- 4.11 Paragraph 2.3 of this Schedule 7 shall have no effect in the event that the Agreement for Lease or the Lease expires or is forfeited, surrendered or otherwise terminated.

SCHEDULE 8

TRAINING, EMPLOYMENT AND BUSINESS STRATEGY

1. CONSTRUCTION TRAINING

1.1 The Owner covenants with the Council:-

- 1.1.1 to submit a Training, Employment and Business Strategy to the Council for its written approval prior to Implementation and not to Implement unless and until a Training, Employment and Business Strategy has been submitted to the Council and until it has been approved in writing by the Council and to resubmit the Training, Employment and Business Strategy until such time as the Council approves the same;
- 1.1.2 to implement and comply in all material respects with the approved Training, Employment and Business Strategy throughout the construction of the Development (which for the avoidance of doubt shall include the Enabling Works, Building 7B Works and the Construction Period);
- 1.1.3 to submit an Employment and Skills Plan to the Council for its written approval prior to the start of the Building 7B Works, the Enabling Works and each Phase within the Construction Period in respect of the relevant works and, for the avoidance of doubt, a single Employment and Skills Plan may cover more than one Phase of the Development;
- 1.1.4 not to start Building 7B Works, Enabling Works or works within the Construction Period until an Employment and Skills Plan for the relevant works has been submitted to and approved in writing by the Council and (if such approval is reasonably declined) to resubmit the relevant Employment and Skills Plan until such time as the Council is reasonably able to approve the same;
- 1.1.5 to notify the Council in writing as soon as possible of any of the following:-
 - (a) employment or training vacancies at the Development arising directly from the construction contracts associated with the Enabling Works, Building 7B Works or works within the Construction Period as applicable; and
 - (b) employment or training vacancies at the Development arising from the contractors and sub-contractors working on the Enabling Works, Building 7B Works or works within the Construction Period as applicable;
- 1.1.6 to work with the Council to promote and advertise employment and training opportunities at the Development to Local Residents throughout the Enabling Works, Building 7B Works or Construction Period by informing the Council of employment and training opportunities at the Development and by issuing quarterly updates to the Director of Planning and Place on such opportunities;
- 1.1.7 to promote construction employment at the Development to Local Residents via job fairs, career talk and workshops;
- 1.1.8 to monitor and record or procure the monitoring and recording of the following during the Enabling Works, Building 7B Works or Construction Period as applicable and make available the said records for inspection by the Council or submit the same to the Council within 20 Working Days of receiving any such request:-
 - (a) the full details and number of all persons and businesses recruited during the construction of the Development and identify the number and percentage of those who are Local Residents; and
 - (b) the names of any third parties that have secured contracts for the carrying out of the construction of the Development,

subject to compliance with data protection principles and the Data Protection Act 2018 (or such replacement legislation as may be in force from time to time) and PROVIDED THAT the information required to be made available as referred to in this paragraph 1.1.8 shall be requested in accordance with data protection requirements and in such a way that the person or business is made aware that the information provided is to be disclosed to a third party for monitoring purposes and in a manner which gives the person or business the ability to agree or refuse to agree to the information being disclosed; and

- 1.1.9 to the extent that the Owner fails to comply with any of the agreed job placement targets set out in an approved Employment and Skills Plan, it shall pay a contribution as calculated in accordance with the Council's Planning Contributions SPD dated September 2019 in respect of each agreed placement that it has failed to make available and following any such payment the Owner shall have no further liability to meet these job placement targets.

2. LOCAL PROCUREMENT OBLIGATIONS

The Owner covenants with the Council:-

- 2.1 to submit a Local Procurement Schedule to the Council for its written approval prior to the Implementation of Development;
- 2.2 not to Implement the Development until a Local Procurement Schedule has been submitted to and approved in writing by the Council and (if such approval is reasonably declined) to resubmit the Local Procurement Schedule until such time as the Council is reasonably able to approve the same;
- 2.3 during the Enabling Works, Building 7B Works and/or the Construction Period as applicable:-
- 2.3.1 to provide opportunities for local businesses to bid/tender for the provision of goods and services required for the Development as envisaged in the approved Local Procurement Schedule;
- 2.3.2 to meet with the Council or its nominee (either the Council's Economic Team or its local procurement team) at least once a month in advance of tendering contracts to clarify how the approved Local Procurement Schedule will work and what actions may be expected;
- 2.3.3 to ensure that throughout the relevant works the Development shall be carried out in accordance with the requirements of the approved Local Procurement Schedule; and
- 2.3.4 to provide opportunities for local businesses to bid/tender for the provision of facilities, management services and other post construction supplies of goods and services required for the Development;
- 2.4 to pay the Local Procurement Contribution to the Council prior to Implementation of the Development;
- 2.5 not to Implement the Development until the Local Procurement Contribution has been paid in full to the Council; and
- 2.6 to notify the Director of Planning and Place in writing that the Local Procurement Contribution has been paid to the Council in accordance with paragraph 2.4 of this Schedule as soon as reasonably practicable following payment.

SCHEDULE 9

COUNCIL OBLIGATIONS

1. USE OF SUMS RECEIVED

- 1.1 The Council covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.
- 1.2 Where any payment is made by the Owner to the Council pursuant to the terms of this Deed the Council may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid (the "**Other Statutory Authority**").
- 1.3 Upon payment of monies to an Other Statutory Authority pursuant to paragraph 1.2 the Council shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority only for the purposes for which they have been paid and the Council's requirement to comply with paragraph 1.1 shall then cease to apply in respect of those monies.

2. REPAYMENT OF CONTRIBUTIONS

- 2.1 The Council covenants with the Owner:-

- 2.1.1 subject to paragraph 1.1 above and Clause 11.2.2 of this Deed the Council will pay to the Owner such amount of any payment made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 10 years of the date of receipt by the Council of such payment together with interest accrued thereon for the period from the date of payment to the date of refund within 28 days of the request for the same made by the Owner; and
- 2.1.2 to provide the Owner with written confirmation to confirm the expenditure of the sums paid by the Owner under this Deed.

3. DISCHARGE OF OBLIGATIONS

At the written request of the Owner the Council shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

SCHEDULE 10

GLA OBLIGATIONS

1. USE OF SUMS RECEIVED

- 1.1 The GLA covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the GLA shall agree.
- 1.2 Where any payment is made by the Owner to the GLA pursuant to the terms of this Deed the GLA may, where it is not the authority with the statutory duty or functions to expend such monies and/or in the interests of administrative efficiency, pay such monies to the competent authority which has the statutory duty to discharge the functions for which the monies were paid (the "**Other Statutory Authority**").
- 1.3 Upon payment of monies to an Other Statutory Authority pursuant to paragraph 1.2 the GLA shall seek assurances from that Other Statutory Authority that the monies shall be applied by that Other Statutory Authority for the purposes for which they have been paid and the GLA's requirement to comply with paragraph 1.1 shall then subject to paragraph 1.4 cease to apply in respect of those monies.
- 1.4 The GLA shall retain the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution until such time as:-
- 1.4.1 TfL can evidence that it holds or has the legal right to the full funding required for the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme; and
- 1.4.2 the Owner has been provided with detailed design information for the scheme and a timetable within which the works will be completed.
- 1.5 The GLA shall pay the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution to TfL on the basis that TfL shall liaise with the Owner as to the anticipated final design and programme of the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme and shall have regard to of any reasonable comments and requests made by the Owner during the process of final design and programming of the works.
- 1.6 In the event that the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme Contribution is paid to TfL but the West Cromwell Road / Warwick Road TfL Healthy Streets Scheme has not been contractually committed within 10 years from the date of this Agreement, the GLA shall provide such reasonable assistance as the Owner may request to recover the money paid together with interest accrued thereon for the period from the date of payment to the date of refund.

2. REPAYMENT OF CONTRIBUTIONS

- 2.1 The GLA covenants with the Owner:-
- 2.1.1 subject to paragraph 1.1 above the GLA will pay to the Owner such amount of any payment made by the Owner to the GLA under this Deed which has not been expended in accordance with the provisions of this Deed within 10 years of the date of receipt by the GLA of such payment together with interest accrued thereon for the period from the date of payment to the date of refund within 28 days of the request for the same made by the Owner; and
- 2.1.2 to provide the Owner with such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner under this Deed.

3. **DISCHARGE OF OBLIGATIONS**

At the written request of the Owner the GLA shall provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

4. **PLANNING PERMISSION**

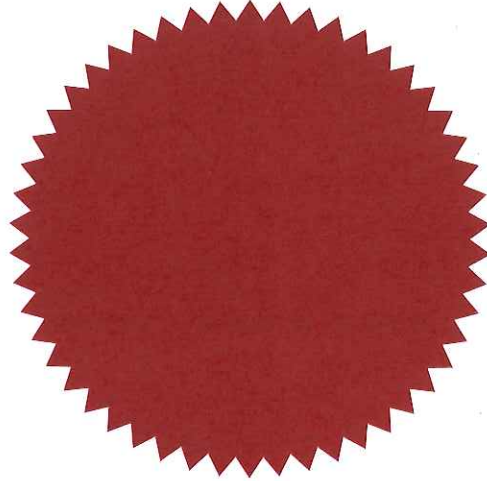
The GLA covenants with the Owner to grant the Planning Permission promptly and in any event within 10 Working Days of the date of this Deed.

IN WITNESS WHEREOF the parties hereto have executed this Deed on the day and year first before written


Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE GREATER LONDON AUTHORITY** in the presence of

.....
Full Name (Authorised Signatory)

See next page



Executed as a Deed (but not delivered until the date of this Deed) by affixing the common seal of **THE MAYOR AND BURGESSES OF THE ROYAL BOROUGH OF KENSINGTON AND CHELSEA** in the presence of


.....
Full Name (Authorised Signatory)

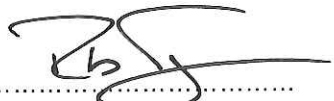
PRINCIPAL SOLICITOR



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

ROB THSON
.....
Full Name (Director)

GEORGIE WILSON WILSON
.....
Full Name (Director/Secretary)


.....
Signature of Director


.....
Signature of Director/Secretary

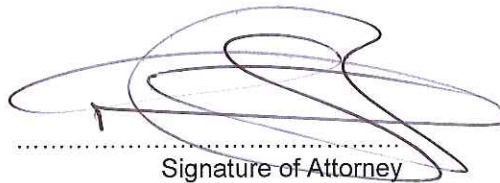
Executed as a Deed (but not delivered until the date of this Deed) by **TESCO STORES LIMITED** acting by an attorney under a power of attorney in the presence of:

Nick Johnson
Full Name (Attorney)

Christie Kempton
Full Name (Witness)

Shree Park, Kew Road, Welwyn Garden City, Herts AL7 1GA
Address

Admin Assistant
Occupation



Signature of Attorney



Signature of Witness

Executed as a Deed (but not delivered until the date of this Deed) by **GREENOAK UK SECURED LENDING II S.A.R.L.** acting by

Full Name (Director)

Full Name (Director/Secretary)



Marketa Stranska
Manager

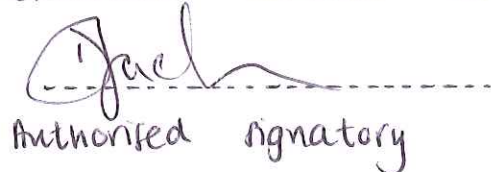


San-Marie Greeff
Manager
Signature of Director

Signature of Director/Secretary

Executed and delivered for and on behalf of the

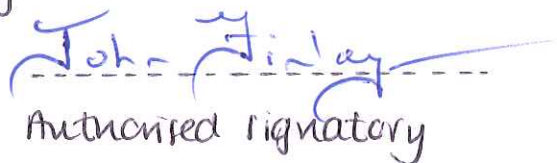
GREATER LONDON AUTHORITY by:



Authorized signatory

DEBBIE JACKSON
NAME (BLOCK)

DIRECTOR BUILT ENVIRONMENT
Position

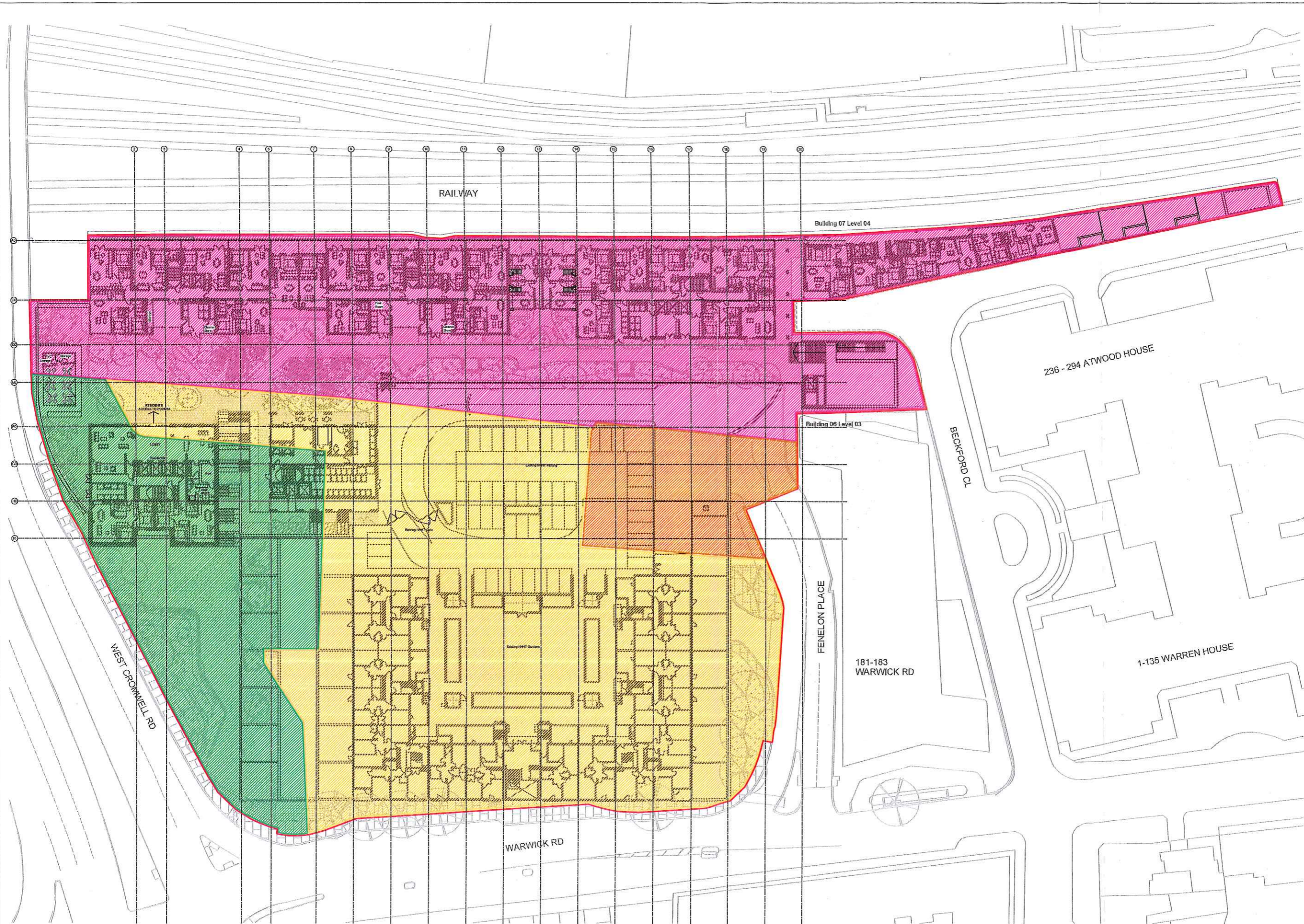


Authorized signatory

JOHN FINLAYSON
NAME (BLOCK)

HEAD OF DEVELOPMENT
MANAGEMENT
Position

APPENDIX 1
LAND OWNERSHIP PLAN



Project Log

Date: 19/02/20
 Description: Lease Plans Amended
 Drawn: HFC
 Checked: HFC

Date	Description	Drawn	Checked
19/02/20	Lease Plans Amended	HFC	HFC

Handwritten signatures and initials in blue and black ink.

- SITE BOUNDARY
- TITLE BGL13410
- TITLE BGL6193
- TITLE BGL20453
- TITLE NGL689066

JOHN MANSAN + PARTNERS
 200/201, 202
 London EC1A 3BE
 T +44 (0)20 7313 8000
 F +44 (0)20 7313 8001
 www.jmansan.co.uk

Key Plan

Rev	Date	Description	Drawn	Checked
1	19/02/20	Issue for Approval	HFC	HFC

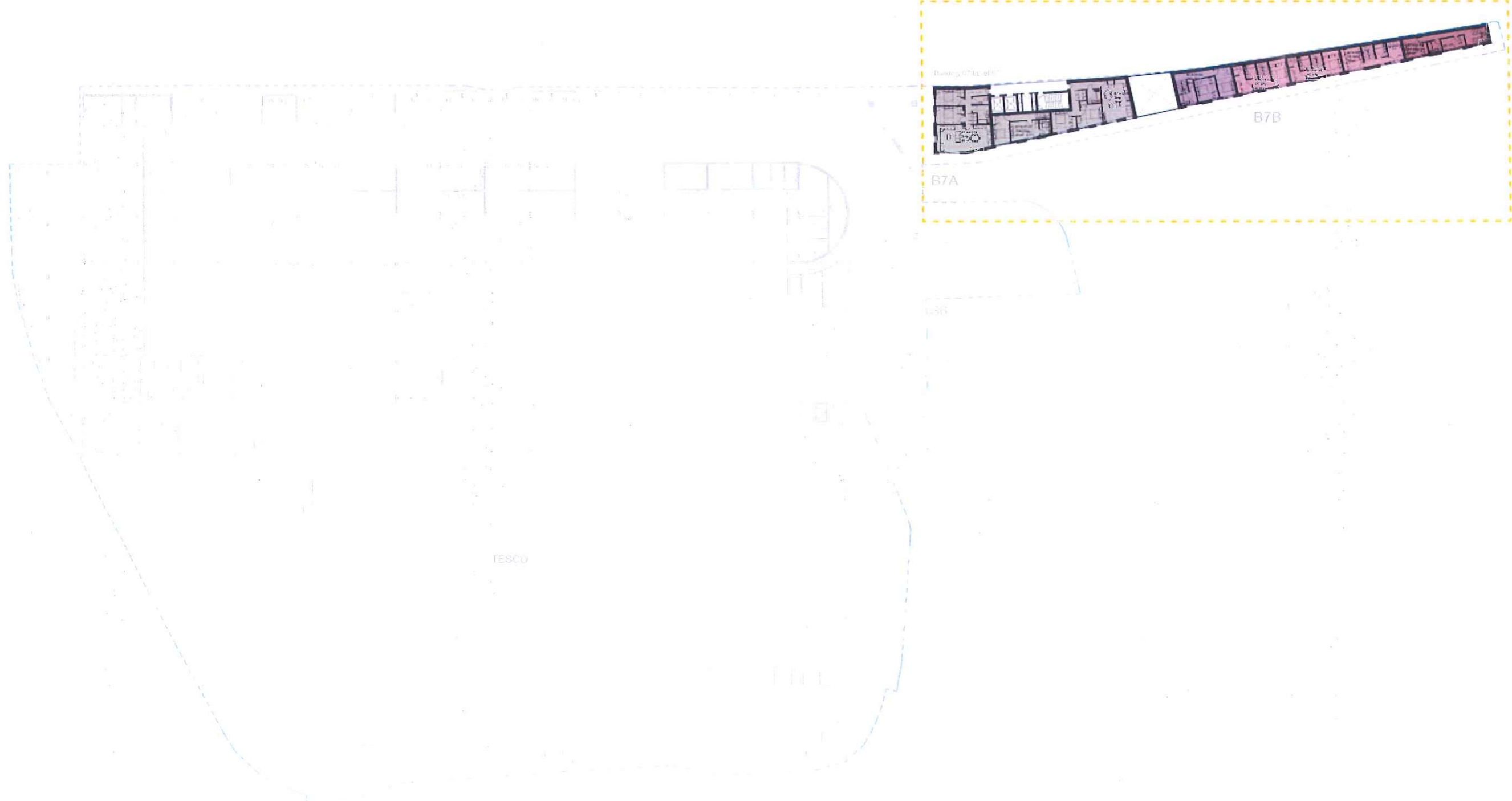
Chromwell Road - Plan C

Rev	Date	Description	Drawn	Checked
1	19/02/20	Issue for Approval	HFC	HFC

LEVEL 02 - TITLES OVERLAY
 1969-JMP-MP-02-SK-A-0304_Rev1

APPENDIX 2
AFFORDABLE HOUSING PLANS

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Revision Table

No.	Description	Date	Author
1	Issue for Information	12/11/2019	John McAslan
2	Issue for Design	12/11/2019	John McAslan
3	Issue for Construction	12/11/2019	John McAslan
4	Issue for Construction	12/11/2019	John McAslan
5	Issue for Construction	12/11/2019	John McAslan
6	Issue for Construction	12/11/2019	John McAslan
7	Issue for Construction	12/11/2019	John McAslan
8	Issue for Construction	12/11/2019	John McAslan

Handwritten signatures and initials in blue ink, including a large stylized signature and several initials.

Tesco Parking Schedule

Level	Description	Total
00	Commercial (Pick Up)	12
00	Commercial (Pick Up)	12
00	Disabled	22
00	Parent Child	5
00	Standard	159
00-114	Standard	114
01	Standard	105
01-185	Standard	185
Grand Total		299

- Community Use
- Commercial
- Residential Access / Awning
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 5 person
- 4 Bed 6 person

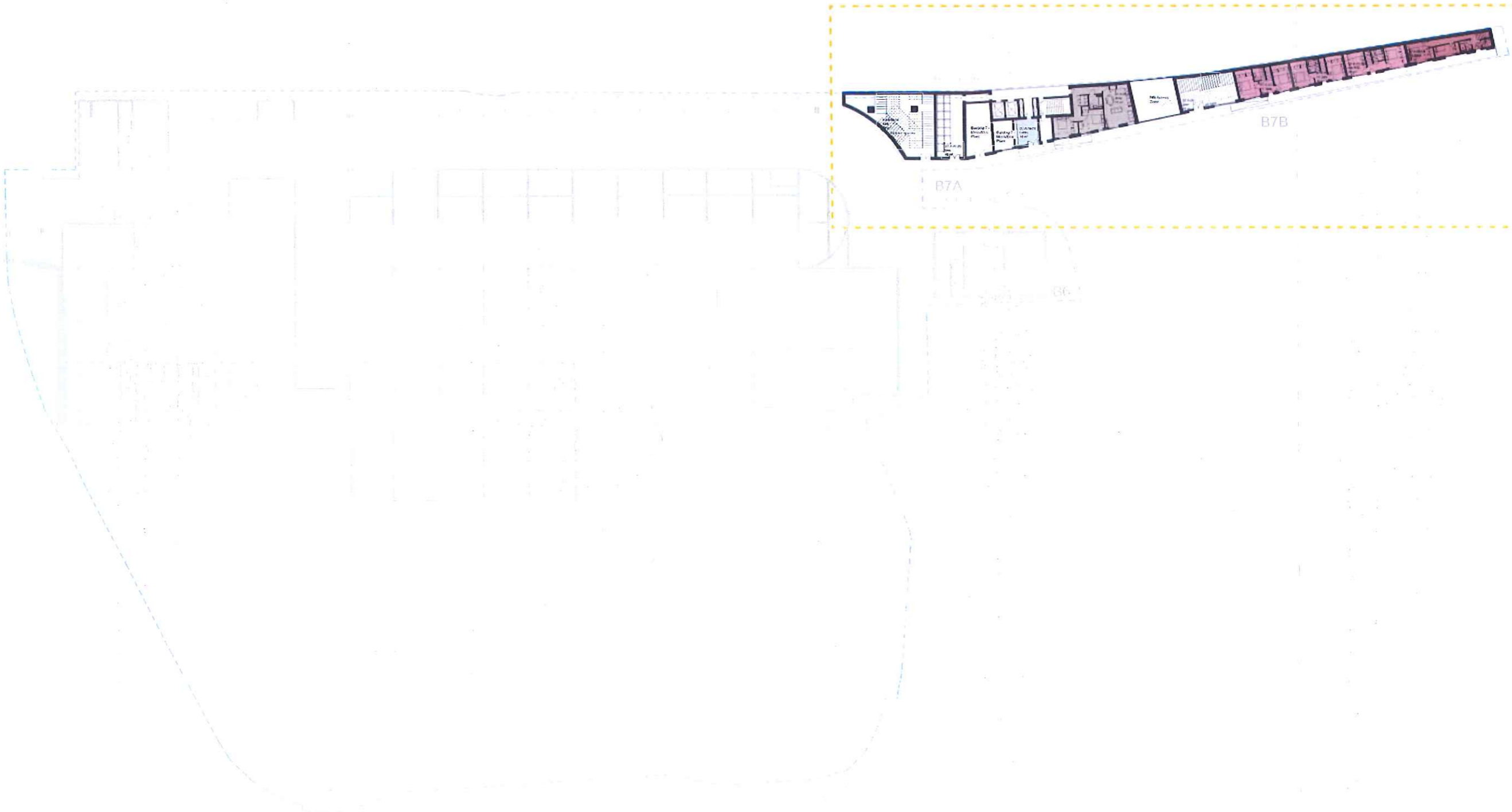
JOHN MCASLAN + PARTNERS
 29 Abchurch Lane, London EC4A 3DF
 Tel: +44 (0)20 7414 1000
 Fax: +44 (0)20 7414 1005
 www.johnmcaslan.com

LEVEL 00 / BUILDING 07 LEVEL 01
 1969-JMP-MP-00-DR-A-3005_REV8

Level 00 - Plan C

Level	Area	Volume	Area	Volume
00	1,000 sq m	1,000 m ³	1,000 sq m	1,000 m ³
01	1,000 sq m	1,000 m ³	1,000 sq m	1,000 m ³
02	1,000 sq m	1,000 m ³	1,000 sq m	1,000 m ³

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project: 1969-JMP-MP-0M-DR-A-3004
 Date: 08/20/2019
 Scale: 1/8" = 1'-0"

Rev	Date	Description	Drawn	Checked
1	08/20/19	Design Final	MS	MS
2	09/05/19	Design Final 01 - Layouts for B7C, B7D, B7E, B7F, B7G, B7H, B7I, B7J, B7K, B7L, B7M, B7N, B7O, B7P, B7Q, B7R, B7S, B7T, B7U, B7V, B7W, B7X, B7Y, B7Z, B7AA, B7AB, B7AC, B7AD, B7AE, B7AF, B7AG, B7AH, B7AI, B7AJ, B7AK, B7AL, B7AM, B7AN, B7AO, B7AP, B7AQ, B7AR, B7AS, B7AT, B7AU, B7AV, B7AW, B7AX, B7AY, B7AZ, B7BA, B7BB, B7BC, B7BD, B7BE, B7BF, B7BG, B7BH, B7BI, B7BJ, B7BK, B7BL, B7BM, B7BN, B7BO, B7BP, B7BQ, B7BR, B7BS, B7BT, B7BU, B7BV, B7BW, B7BX, B7BY, B7BZ, B7CA, B7CB, B7CC, B7CD, B7CE, B7CF, B7CG, B7CH, B7CI, B7CJ, B7CK, B7CL, B7CM, B7CN, B7CO, B7CP, B7CQ, B7CR, B7CS, B7CT, B7CU, B7CV, B7CW, B7CX, B7CY, B7CZ, B7DA, B7DB, B7DC, B7DD, B7DE, B7DF, B7DG, B7DH, B7DI, B7DJ, B7DK, B7DL, B7DM, B7DN, B7DO, B7DP, B7DQ, B7DR, B7DS, B7DT, B7DU, B7DV, B7DW, B7DX, B7DY, B7DZ, B7EA, B7EB, B7EC, B7ED, B7EE, B7EF, B7EG, B7EH, B7EI, B7EJ, B7EK, B7EL, B7EM, B7EN, B7EO, B7EP, B7EQ, B7ER, B7ES, B7ET, B7EU, B7EV, B7EW, B7EX, B7EY, B7EZ, B7FA, B7FB, B7FC, B7FD, B7FE, B7FF, B7FG, B7FH, B7FI, B7FJ, B7FK, B7FL, B7FM, B7FN, B7FO, B7FP, B7FQ, B7FR, B7FS, B7FT, B7FU, B7FV, B7FW, B7FX, B7FY, B7FZ, B7GA, B7GB, B7GC, B7GD, B7GE, B7GF, B7GG, B7GH, B7GI, B7GJ, B7GK, B7GL, B7GM, B7GN, B7GO, B7GP, B7GQ, B7GR, B7GS, B7GT, B7GU, B7GV, B7GW, B7GX, B7GY, B7GZ, B7HA, B7HB, B7HC, B7HD, B7HE, B7HF, B7HG, B7HH, B7HI, B7HJ, B7HK, B7HL, B7HM, B7HN, B7HO, B7HP, B7HQ, B7HR, B7HS, B7HT, B7HU, B7HV, B7HW, B7HX, B7HY, B7HZ, B7IA, B7IB, B7IC, B7ID, B7IE, B7IF, B7IG, B7IH, B7II, B7IJ, B7IK, B7IL, B7IM, B7IN, B7IO, B7IP, B7IQ, B7IR, B7IS, B7IT, B7IU, B7IV, B7IW, B7IX, B7IY, B7IZ, B7JA, B7JB, B7JC, B7JD, B7JE, B7JF, B7JG, B7JH, B7JI, B7JJ, B7JK, B7JL, B7JM, B7JN, B7JO, B7JP, B7JQ, B7JR, B7JS, B7JT, B7JU, B7JV, B7JW, B7JX, B7JY, B7JZ, B7KA, B7KB, B7KC, B7KD, B7KE, B7KF, B7KG, B7KH, B7KI, B7KJ, B7KK, B7KL, B7KM, B7KN, B7KO, B7KP, B7KQ, B7KR, B7KS, B7KT, B7KU, B7KV, B7KW, B7KX, B7KY, B7KZ, B7LA, B7LB, B7LC, B7LD, B7LE, B7LF, B7LG, B7LH, B7LI, B7LJ, B7LK, B7LL, B7LM, B7LN, B7LO, B7LP, B7LQ, B7LR, B7LS, B7LT, B7LU, B7LV, B7LW, B7LX, B7LY, B7LZ, B7MA, B7MB, B7MC, B7MD, B7ME, B7MF, B7MG, B7MH, B7MI, B7MJ, B7MK, B7ML, B7MM, B7MN, B7MO, B7MP, B7MQ, B7MR, B7MS, B7MT, B7MU, B7MV, B7MW, B7MX, B7MY, B7MZ, B7NA, B7NB, B7NC, B7ND, B7NE, B7NF, B7NG, B7NH, B7NI, B7NJ, B7NK, B7NL, B7NM, B7NN, B7NO, B7NP, B7NQ, B7NR, B7NS, B7NT, B7NU, B7NV, B7NW, B7NX, B7NY, B7NZ, B7OA, B7OB, B7OC, B7OD, B7OE, B7OF, B7OG, B7OH, B7OI, B7OJ, B7OK, B7OL, B7OM, B7ON, B7OO, B7OP, B7OQ, B7OR, B7OS, B7OT, B7OU, B7OV, B7OW, B7OX, B7OY, B7OZ, B7PA, B7PB, B7PC, B7PD, B7PE, B7PF, B7PG, B7PH, B7PI, B7PJ, B7PK, B7PL, B7PM, B7PN, B7PO, B7PP, B7PQ, B7PR, B7PS, B7PT, B7PU, B7PV, B7PW, B7PX, B7PY, B7PZ, B7QA, B7QB, B7QC, B7QD, B7QE, B7QF, B7QG, B7QH, B7QI, B7QJ, B7QK, B7QL, B7QM, B7QN, B7QO, B7QP, B7QQ, B7QR, B7QS, B7QT, B7QU, B7QV, B7QW, B7QX, B7QY, B7QZ, B7RA, B7RB, B7RC, B7RD, B7RE, B7RF, B7RG, B7RH, B7RI, B7RJ, B7RK, B7RL, B7RM, B7RN, B7RO, B7RP, B7RQ, B7RR, B7RS, B7RT, B7RU, B7RV, B7RW, B7RX, B7RY, B7RZ, B7SA, B7SB, B7SC, B7SD, B7SE, B7SF, B7SG, B7SH, B7SI, B7SJ, B7SK, B7SL, B7SM, B7SN, B7SO, B7SP, B7SQ, B7SR, B7SS, B7ST, B7SU, B7SV, B7SW, B7SX, B7SY, B7SZ, B7TA, B7TB, B7TC, B7TD, B7TE, B7TF, B7TG, B7TH, B7TI, B7TJ, B7TK, B7TL, B7TM, B7TN, B7TO, B7TP, B7TQ, B7TR, B7TS, B7TT, B7TU, B7TV, B7TW, B7TX, B7TY, B7TZ, B7UA, B7UB, B7UC, B7UD, B7UE, B7UF, B7UG, B7UH, B7UI, B7UJ, B7UK, B7UL, B7UM, B7UN, B7UO, B7UP, B7UQ, B7UR, B7US, B7UT, B7UU, B7UV, B7UW, B7UX, B7UY, B7UZ, B7VA, B7VB, B7VC, B7VD, B7VE, B7VF, B7VG, B7VH, B7VI, B7VJ, B7VK, B7VL, B7VM, B7VN, B7VO, B7VP, B7VQ, B7VR, B7VS, B7VT, B7VU, B7VV, B7VW, B7VX, B7VY, B7VZ, B7WA, B7WB, B7WC, B7WD, B7WE, B7WF, B7WG, B7WH, B7WI, B7WJ, B7WK, B7WL, B7WM, B7WN, B7WO, B7WP, B7WQ, B7WR, B7WS, B7WT, B7WU, B7WV, B7WW, B7WX, B7WY, B7WZ, B7XA, B7XB, B7XC, B7XD, B7XE, B7XF, B7XG, B7XH, B7XI, B7XJ, B7XK, B7XL, B7XM, B7XN, B7XO, B7XP, B7XQ, B7XR, B7XS, B7XT, B7XU, B7XV, B7XW, B7XX, B7XY, B7XZ, B7YA, B7YB, B7YC, B7YD, B7YE, B7YF, B7YG, B7YH, B7YI, B7YJ, B7YK, B7YL, B7YM, B7YN, B7YO, B7YP, B7YQ, B7YR, B7YS, B7YT, B7YU, B7YV, B7YW, B7YX, B7YY, B7YZ, B7ZA, B7ZB, B7ZC, B7ZD, B7ZE, B7ZF, B7ZG, B7ZH, B7ZI, B7ZJ, B7ZK, B7ZL, B7ZM, B7ZN, B7ZO, B7ZP, B7ZQ, B7ZR, B7ZS, B7ZT, B7ZU, B7ZV, B7ZW, B7ZX, B7ZY, B7ZZ		

Handwritten signatures and initials in black and blue ink.

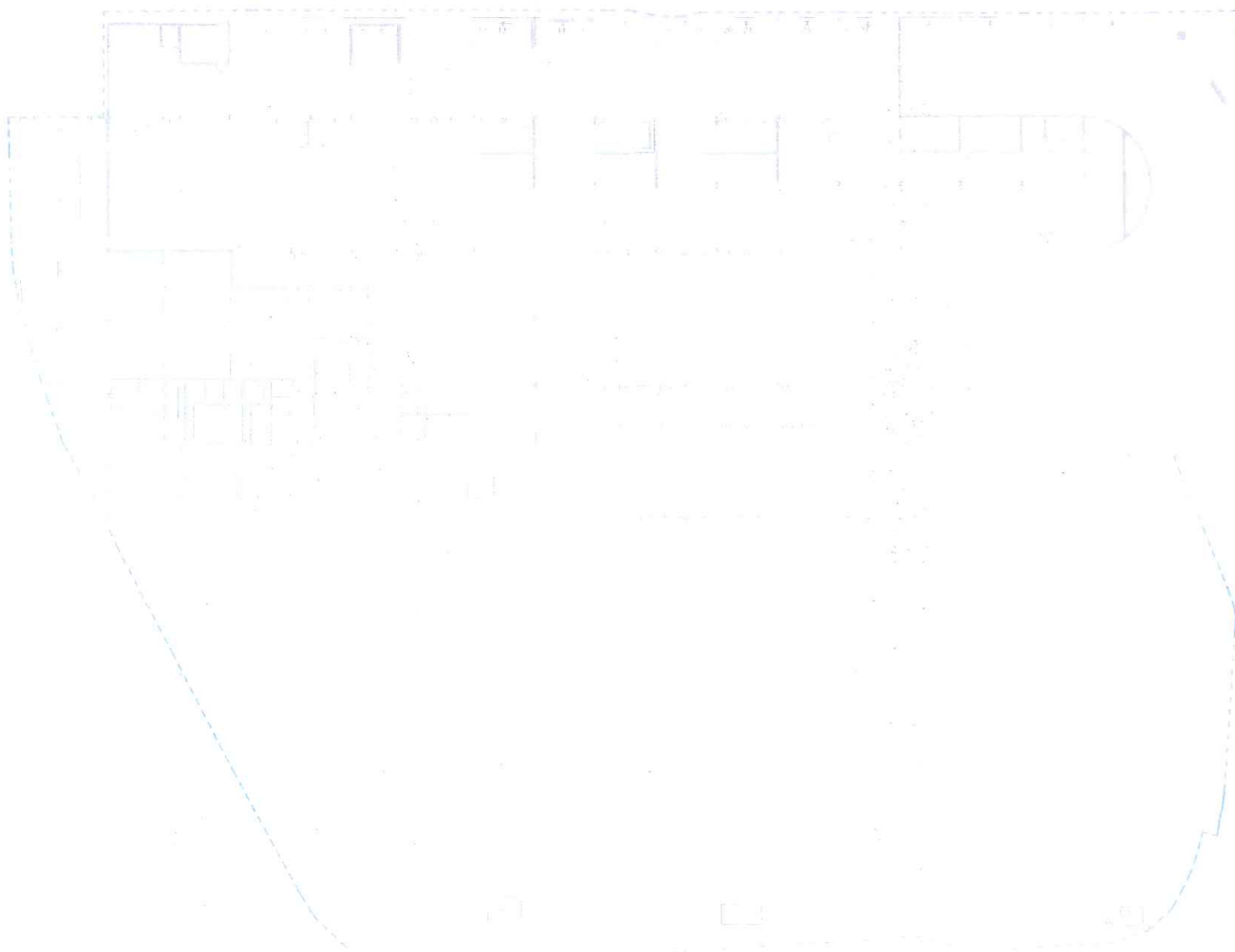
- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Br 4-6 person
- 4 Bed 6 person

JOHN MCASLAN + PARTNERS
 2000 West 10th Avenue
 Suite 1000
 Denver, CO 80202
 Phone: 303.733.1000
 Fax: 303.733.1001
 www.jmcaslan.com

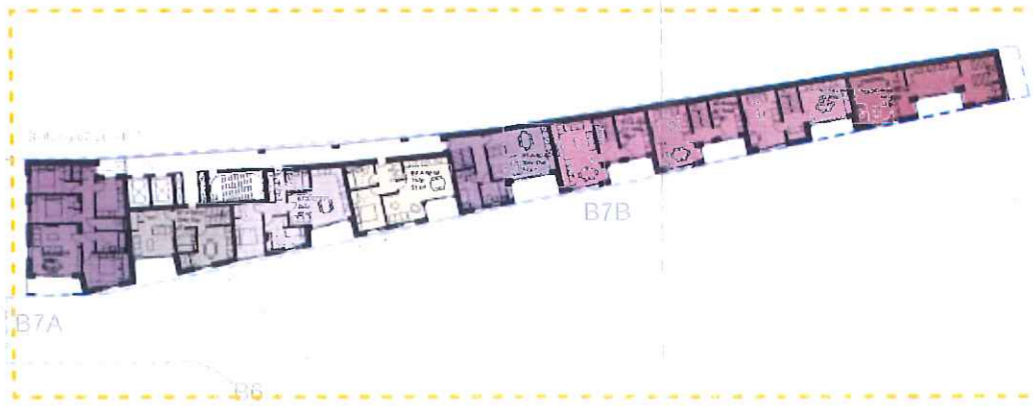
LEVEL 0M / BUILDING 07 LEVEL 00
 1969-JMP-MP-0M-DR-A-3004_REV6

Comwell Road - Plan C

Level	Area	Permitted Use	Area	Permitted Use
Level 0M	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 00	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 01	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 02	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 03	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 04	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 05	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 06	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 07	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 08	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 09	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 10	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 11	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 12	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 13	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 14	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 15	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 16	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 17	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 18	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 19	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 20	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 21	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 22	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 23	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 24	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 25	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 26	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 27	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 28	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 29	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 30	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 31	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 32	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 33	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 34	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 35	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 36	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 37	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 38	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 39	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 40	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 41	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 42	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 43	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 44	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 45	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 46	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 47	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 48	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 49	1,100 sq ft	Residential	1,100 sq ft	Residential
Level 50	1,100 sq ft	Residential	1,100 sq ft	Residential



LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Notes:
 1. All dimensions are in millimeters unless otherwise stated.
 2. All dimensions are to the centerline of walls unless otherwise stated.
 3. All dimensions are to the face of walls unless otherwise stated.

Rev	Description	Date	Drawn	Checked
1	Issue for RFP	10/10/2019	JM	MS
2	Issue for RFP	10/10/2019	JM	MS
3	Issue for RFP	10/10/2019	JM	MS
4	Issue for RFP	10/10/2019	JM	MS
5	Issue for RFP	10/10/2019	JM	MS

[Handwritten signatures and initials]

Tesco Parking Schedule

Level	Description	Total
00	Commercial / Electric	12
00	Commercial / Park Up	12
00	Disabled	22
00	Parent Child	8
00	Standard	178
00: 114	Standard	114
01	Standard	189
01: 185	Standard	185
Grand Total: 299		299

- Community Use
- Commercial
- Residential Access / Activity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

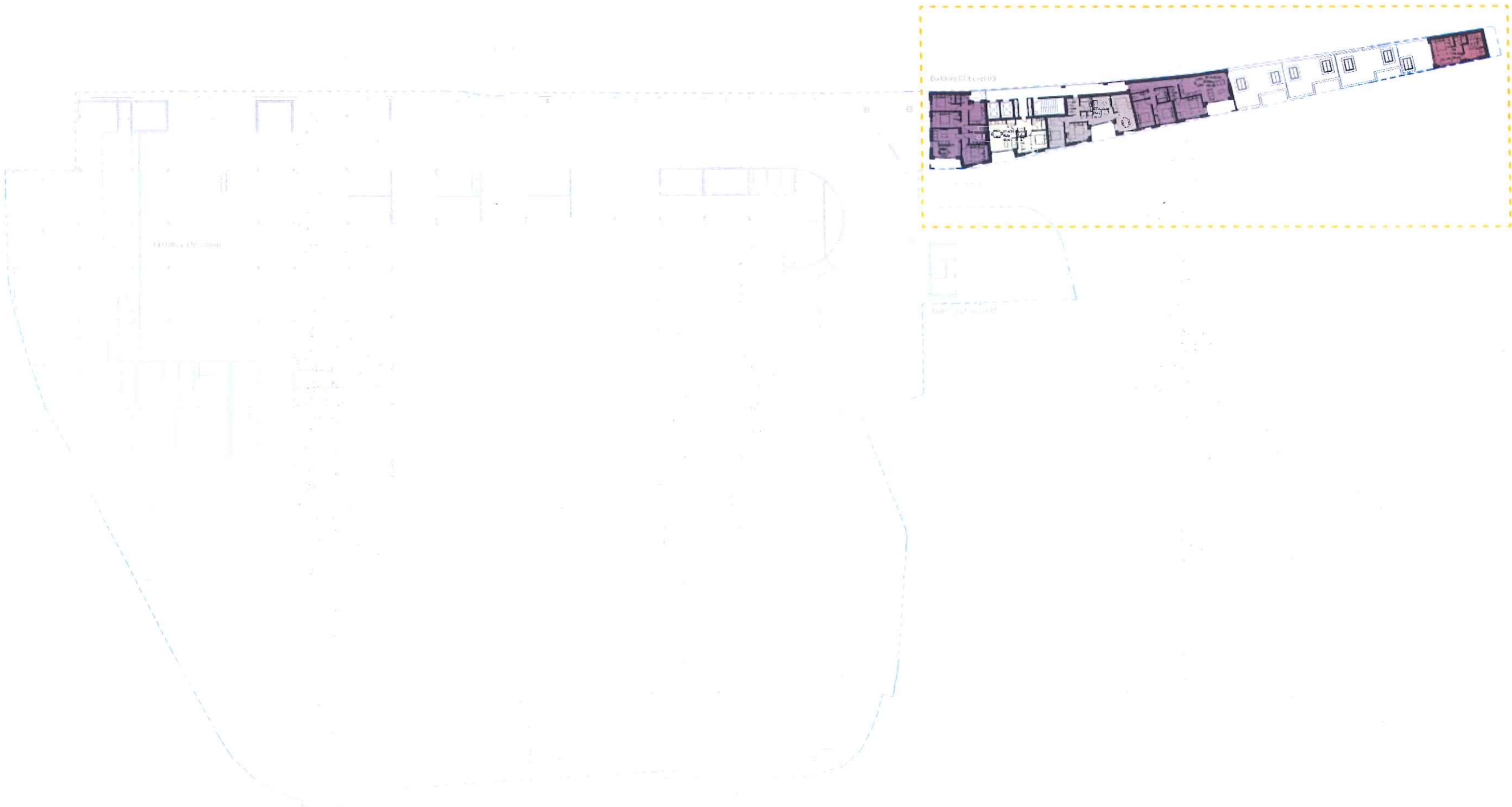
JOHN MCASLAN + PARTNERS
 2 Riverside Way
 London E14 3GF
 T +44 (0)20 7417 0000
 F +44 (0)20 7417 0001
 www.mcaslan.co.uk

LEVEL 01 / BUILDING 07 LEVEL 02
1969-JMP-MP-01-DR-A-3010_REV7

Commw@ Road - Plan C

Level	Description	Total
Level 01	Commercial / Electric	12
Level 01	Commercial / Park Up	12
Level 01	Disabled	22
Level 01	Parent Child	8
Level 01	Standard	178
Level 01: 114	Standard	114
Level 01: 185	Standard	189
Grand Total: 299		299

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Information

Project Name	1969-JMP-MP-01-DR-A-3015
Client	London Affordable Rent
Location	London
Scale	1:100
Date	2023-10-27

Handwritten notes and signatures in the top right corner.

Handwritten signatures and initials in the middle right margin.

JOHN MCASLAN + PARTNERS

Architects

15 Broad Street, London, W1J 7EJ

T: +44 (0)20 7493 8000

F: +44 (0)20 7493 8001

www.johnmcaslan.com

LEVEL 1M / BUILDING 07 LEVEL 03
1969-JMP-MP-01-DR-A-3015_REV3

Level 1M and Building 07 Level 03

Scale	1:100	1:100	1:100
Date	2023-10-27	2023-10-27	2023-10-27
Author	JMP	JMP	JMP
Checker	JMP	JMP	JMP
Drawn	JMP	JMP	JMP

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Name: 1969-JMP-MP-02-DR-A-3020

Client: [Redacted]

Location: [Redacted]

Scale: 1:500

Rev	Date	Description	By	Appr
1	2023-10	Design Freeze	JMC	JMC
2	2023-10	Building 7 New Arrangement	JMC	JMC
3	2023-10	Design Freeze (1) - Revised Plan - B11 (1) - B12 (1) - B13 (1) - B14 (1) - B15 (1) - B16 (1) - B17 (1) - B18 (1) - B19 (1) - B20 (1) - B21 (1) - B22 (1) - B23 (1) - B24 (1) - B25 (1) - B26 (1) - B27 (1) - B28 (1) - B29 (1) - B30 (1) - B31 (1) - B32 (1) - B33 (1) - B34 (1) - B35 (1) - B36 (1) - B37 (1) - B38 (1) - B39 (1) - B40 (1) - B41 (1) - B42 (1) - B43 (1) - B44 (1) - B45 (1) - B46 (1) - B47 (1) - B48 (1) - B49 (1) - B50 (1) - B51 (1) - B52 (1) - B53 (1) - B54 (1) - B55 (1) - B56 (1) - B57 (1) - B58 (1) - B59 (1) - B60 (1) - B61 (1) - B62 (1) - B63 (1) - B64 (1) - B65 (1) - B66 (1) - B67 (1) - B68 (1) - B69 (1) - B70 (1) - B71 (1) - B72 (1) - B73 (1) - B74 (1) - B75 (1) - B76 (1) - B77 (1) - B78 (1) - B79 (1) - B80 (1) - B81 (1) - B82 (1) - B83 (1) - B84 (1) - B85 (1) - B86 (1) - B87 (1) - B88 (1) - B89 (1) - B90 (1) - B91 (1) - B92 (1) - B93 (1) - B94 (1) - B95 (1) - B96 (1) - B97 (1) - B98 (1) - B99 (1) - B100 (1)	JMC	JMC
4	2023-10	Revised Plan - B11 (1) - B12 (1) - B13 (1) - B14 (1) - B15 (1) - B16 (1) - B17 (1) - B18 (1) - B19 (1) - B20 (1) - B21 (1) - B22 (1) - B23 (1) - B24 (1) - B25 (1) - B26 (1) - B27 (1) - B28 (1) - B29 (1) - B30 (1) - B31 (1) - B32 (1) - B33 (1) - B34 (1) - B35 (1) - B36 (1) - B37 (1) - B38 (1) - B39 (1) - B40 (1) - B41 (1) - B42 (1) - B43 (1) - B44 (1) - B45 (1) - B46 (1) - B47 (1) - B48 (1) - B49 (1) - B50 (1) - B51 (1) - B52 (1) - B53 (1) - B54 (1) - B55 (1) - B56 (1) - B57 (1) - B58 (1) - B59 (1) - B60 (1) - B61 (1) - B62 (1) - B63 (1) - B64 (1) - B65 (1) - B66 (1) - B67 (1) - B68 (1) - B69 (1) - B70 (1) - B71 (1) - B72 (1) - B73 (1) - B74 (1) - B75 (1) - B76 (1) - B77 (1) - B78 (1) - B79 (1) - B80 (1) - B81 (1) - B82 (1) - B83 (1) - B84 (1) - B85 (1) - B86 (1) - B87 (1) - B88 (1) - B89 (1) - B90 (1) - B91 (1) - B92 (1) - B93 (1) - B94 (1) - B95 (1) - B96 (1) - B97 (1) - B98 (1) - B99 (1) - B100 (1)	JMC	JMC

[Handwritten signatures and initials]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 6 person

JOHN MCASLAN + PARTNERS
 Architects
 100 Abchurch Lane
 London EC4A 3DF
 Tel: +44 (0)20 7411 1100
 Fax: +44 (0)20 7411 1101
 www.johnmcaslan.com



Ground Floor Plan: C

Level	Area	Volume	Count
Level 02	1,100 sq m	1,100 m³	1000
Level 04	1,100 sq m	1,100 m³	1000
Level 06	1,100 sq m	1,100 m³	1000
Level 08	1,100 sq m	1,100 m³	1000
Level 10	1,100 sq m	1,100 m³	1000
Level 12	1,100 sq m	1,100 m³	1000
Level 14	1,100 sq m	1,100 m³	1000
Level 16	1,100 sq m	1,100 m³	1000
Level 18	1,100 sq m	1,100 m³	1000
Level 20	1,100 sq m	1,100 m³	1000
Level 22	1,100 sq m	1,100 m³	1000
Level 24	1,100 sq m	1,100 m³	1000
Level 26	1,100 sq m	1,100 m³	1000
Level 28	1,100 sq m	1,100 m³	1000
Level 30	1,100 sq m	1,100 m³	1000
Level 32	1,100 sq m	1,100 m³	1000
Level 34	1,100 sq m	1,100 m³	1000
Level 36	1,100 sq m	1,100 m³	1000
Level 38	1,100 sq m	1,100 m³	1000
Level 40	1,100 sq m	1,100 m³	1000
Level 42	1,100 sq m	1,100 m³	1000
Level 44	1,100 sq m	1,100 m³	1000
Level 46	1,100 sq m	1,100 m³	1000
Level 48	1,100 sq m	1,100 m³	1000
Level 50	1,100 sq m	1,100 m³	1000

LEVEL 02 / BUILDING 07 LEVEL 04
1969-JMP-MP-02-DR-A-3020_REV4

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Name: 1969-JMP-MP-03-DR-A-3030_REV4

Project Manager: [Name]

Client: [Name]

Rev	Date	Description	By	Appr
1	2023-10-10	Initial Design	[Name]	[Name]
2	2023-10-15	Design Development	[Name]	[Name]
3	2023-10-20	Final Design	[Name]	[Name]

Handwritten signatures and initials in black, blue, and red ink.

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

JOHN MCASLAN + PARTNERS
 2 Kingsway, London, EC2A 4DF
 Tel: +44 (0)20 7460 1000
 Fax: +44 (0)20 7460 1001
 www.mcaslan.com

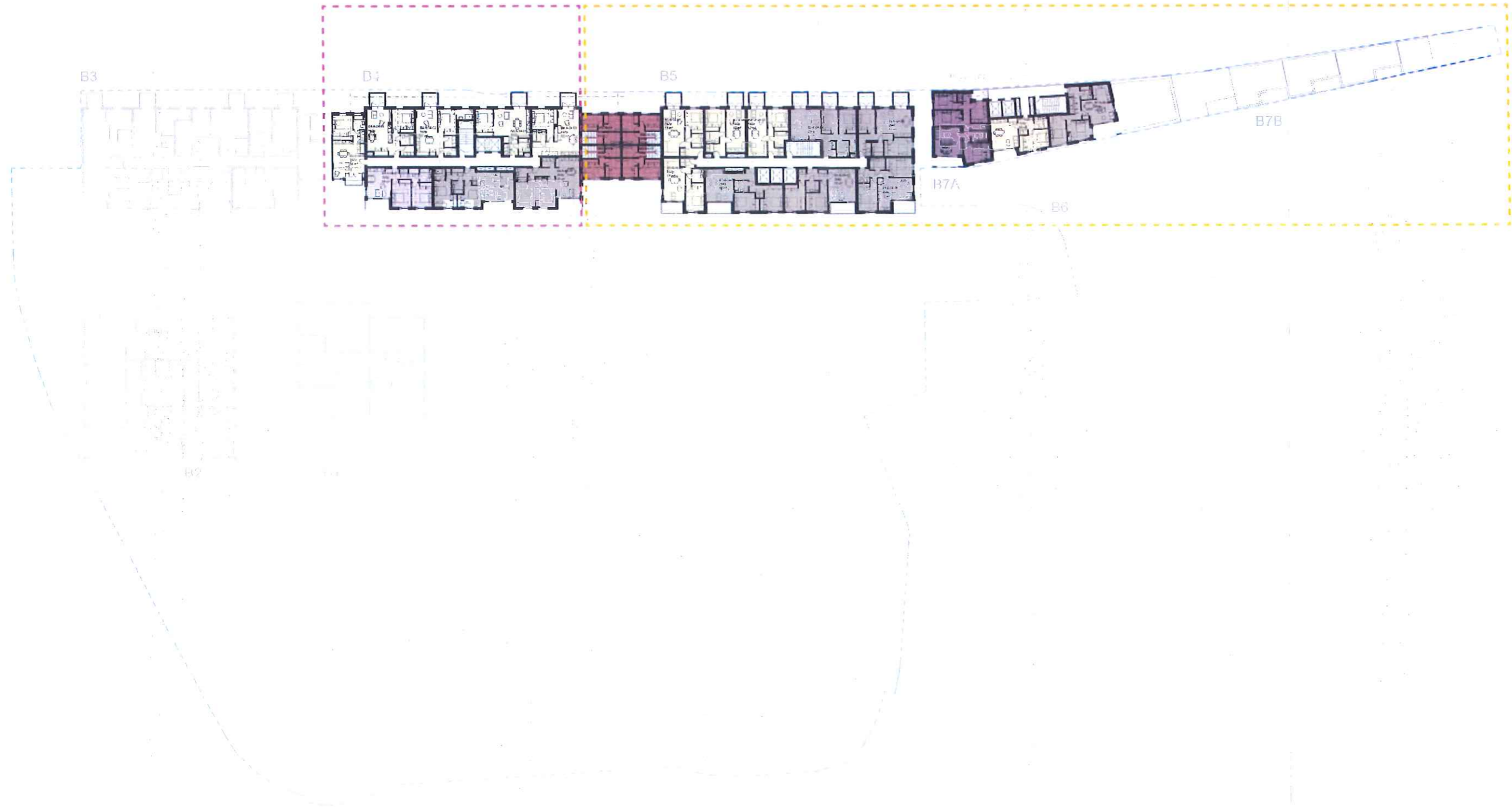
LEVEL 03 / BUILDING 07 LEVEL 05
 1969-JMP-MP-03-DR-A-3030_REV4

Comwell Road - Plan C

Level	Area	Volume	Value
Level 03	1,000 sq m	1,000 m³	100k
Level 04	1,000 sq m	1,000 m³	100k
Level 05	1,000 sq m	1,000 m³	100k

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Info

Client: [Redacted]

Project Name: [Redacted]

Project Manager: [Redacted]

3. APPROVED COMMUNITY PARTICIPATION MODEL

1. 2019/10 - Design Team - HVC - 100%

2. 2020/04 - Design Team - HVC - 100%

3. 2020/10 - Design Team - HVC - 100%

4. 2021/03 - Design Team - HVC - 100%

[Handwritten signatures and initials in black and blue ink]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

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7 Finsbury Avenue
London EC2A 3DF
Tel: +44 (0)20 7552 8000
www.johnmcaslan.com

Column Grid - Plan C

Level 04	Area	Area (sq m)	Area (sq ft)	Area (sq yd)
04	04-01	1000	10764	1267
04	04-02	1000	10764	1267
04	04-03	1000	10764	1267
04	04-04	1000	10764	1267
04	04-05	1000	10764	1267
04	04-06	1000	10764	1267
04	04-07	1000	10764	1267
04	04-08	1000	10764	1267
04	04-09	1000	10764	1267
04	04-10	1000	10764	1267
04	04-11	1000	10764	1267
04	04-12	1000	10764	1267
04	04-13	1000	10764	1267
04	04-14	1000	10764	1267
04	04-15	1000	10764	1267
04	04-16	1000	10764	1267
04	04-17	1000	10764	1267
04	04-18	1000	10764	1267
04	04-19	1000	10764	1267
04	04-20	1000	10764	1267
04	04-21	1000	10764	1267
04	04-22	1000	10764	1267
04	04-23	1000	10764	1267
04	04-24	1000	10764	1267
04	04-25	1000	10764	1267
04	04-26	1000	10764	1267
04	04-27	1000	10764	1267
04	04-28	1000	10764	1267
04	04-29	1000	10764	1267
04	04-30	1000	10764	1267

LEVEL 04 / BUILDING 07 LEVEL 06
1969-JMP-MP-04-DR-A-3040_REV4

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Name: 1969-JMP-MP-05-DR-A-3050

Client: [Redacted]

Project Location: [Redacted]

Project Manager: [Redacted]

Project Status: [Redacted]

No.	Date	Description	By	Check
1	2023-10-19	Design Final	HJC	JMC
2	2023-10-19	Building Information Model	HJC	JMC
3	2023-10-19	Design Final (1) - Tower 1 (Main B3) (Indicative)	HJC	JMC
4	2023-10-19	Design Final (1) - Tower 1 (Main B3) (Indicative)	HJC	JMC

Handwritten signatures and initials in blue and black ink.

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 3 Bed 4 person
- 4 Bed 6 person

JOHN MCASLAN + PARTNERS
 1 Finsbury Square
 London EC2A 1EX
 Tel: +44 (0)20 7523 8000
 Fax: +44 (0)20 7523 8001
 www.johnmcaslan.com



LEVEL 05 / BUILDING 07 LEVEL 07
 1969-JMP-MP-05-DR-A-3050_REV4

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Notes:

1. All dimensions and levels are in meters unless otherwise stated.
2. All dimensions are to the centerline of walls unless otherwise stated.

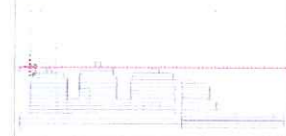
Legend:

Code	Description	Color
1	2021-01-01 Design Phase	NYC
2	2021-01-01 Building of the Americas	NYC
3	2021-01-01 Design Phase of the Americas	NYC
4	2021-01-01 Building of the Americas	NYC

Handwritten signatures and initials in black and blue ink.

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

JOHN MCASLAN + PARTNERS
 2 Riverside Quay
 London EC1R 3DF
 Tel: +44 (0)20 7460 1111
 Fax: +44 (0)20 7460 1112
 www.johnmcaslan.com



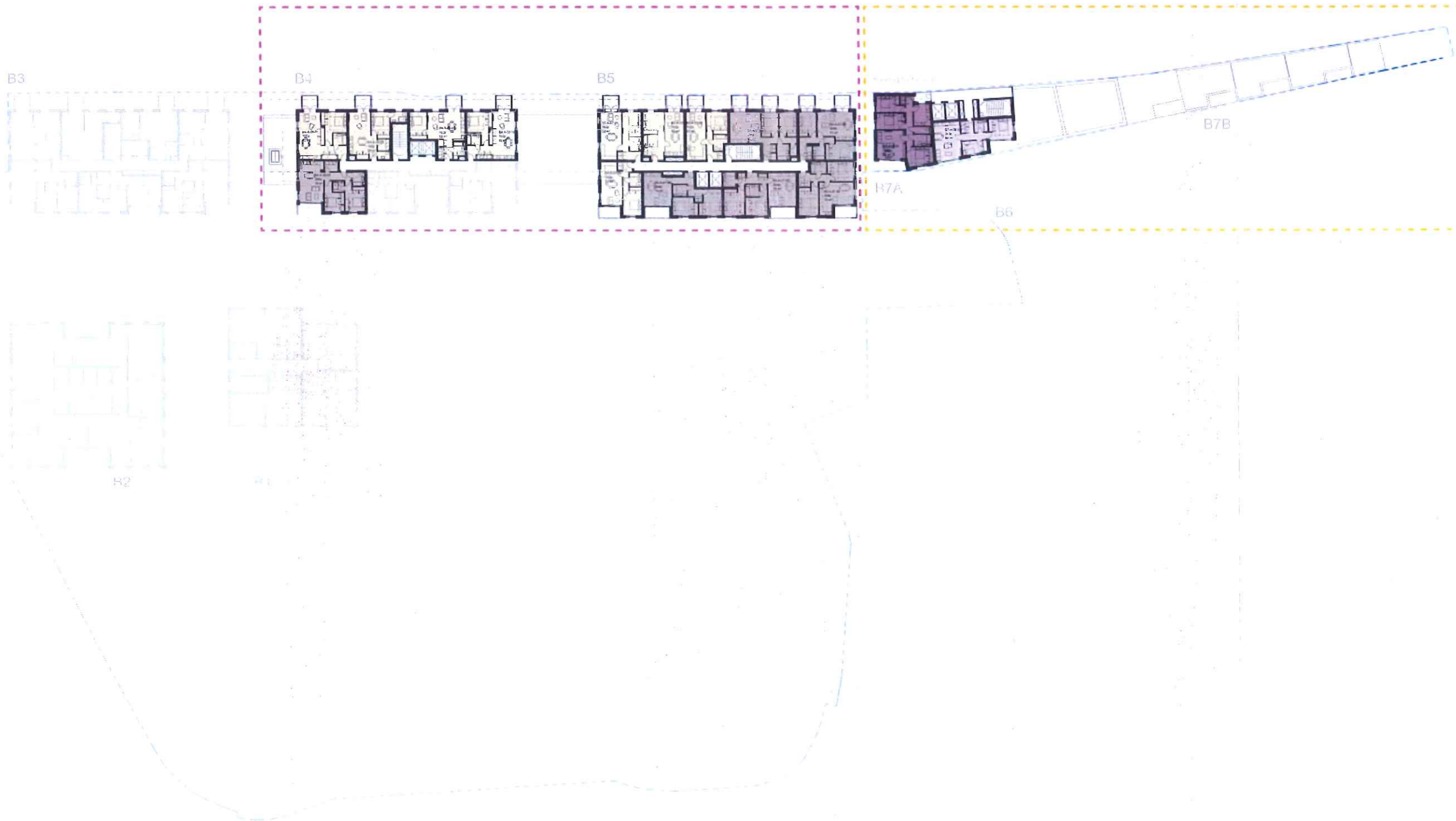
LEVEL 06 / BUILDING 07 LEVEL 08
 1969-JMP-MP-06-DR-A-3060_REV4

Current Floor - Plan C

Level	Area	Volume	Count
Level 06	1,100 m ²	1,100 m ³	1,100
Level 07	1,100 m ²	1,100 m ³	1,100
Level 08	1,100 m ²	1,100 m ³	1,100

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Notes

1. All dimensions are to the finished face of the work unless otherwise stated.

2. All dimensions are to the finished face of the work unless otherwise stated.

3. All dimensions are to the finished face of the work unless otherwise stated.

Rev	Description	Date	By	Check
1	Issue for Design	11/11/19	JMC	JMC
2	Issue for Construction	11/11/19	JMC	JMC
3	Issue for Construction (Amend to B7A/B7B)	11/11/19	JMC	JMC
4	Issue for Construction (Amend to B7A/B7B)	11/11/19	JMC	JMC

[Handwritten signatures and initials]

- Community Unit
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 5 person
- 4 Bed 6 person

JOHN MCASLAN + PARTNERS

14 South Road
 London E15 3SA
 T: 020 7222 7222
 F: 020 7222 7222
 www.johnmcaslan.co.uk

Level 07

Area	Area (sq m)	Area (sq ft)	Volume (cu m)
Level 07	1100.00	11760.00	1100.00
Level 09	1100.00	11760.00	1100.00
Total	2200.00	23520.00	2200.00

LEVEL 07 / BUILDING 07 LEVEL 09
 1969-JMP-MP-07-DR-A-3070_REV4

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Name: 1699-JMP-MP-08-DR-A-3080

Client: The Housing Corporation

Project Manager: [Name]

1. 1699-JMP-MP-08-DR-A-3080 - Final Approved Plans

2. 1699-JMP-MP-08-DR-A-3080 - Final Approved Plans

3. 1699-JMP-MP-08-DR-A-3080 - Final Approved Plans

4. 1699-JMP-MP-08-DR-A-3080 - Final Approved Plans

[Handwritten signatures and initials in blue and black ink]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 3 Bed 4 person
- 4 Bed 6 person

JOHN MCASLAN + PARTNERS
 1 Fife House Place
 20121 8th Floor
 100 Broad Street
 Bristol, BS1 4TA
 Tel: 0117 317 1000
 Fax: 0117 317 1001
 www.johnmcaslan.co.uk

Client: The Housing Corporation

Project: 1699-JMP-MP-08-DR-A-3080

Level: 08

Scale: 1:500

Date: 16/09/2016

Author: J.McCaslan

Checker: J.McCaslan

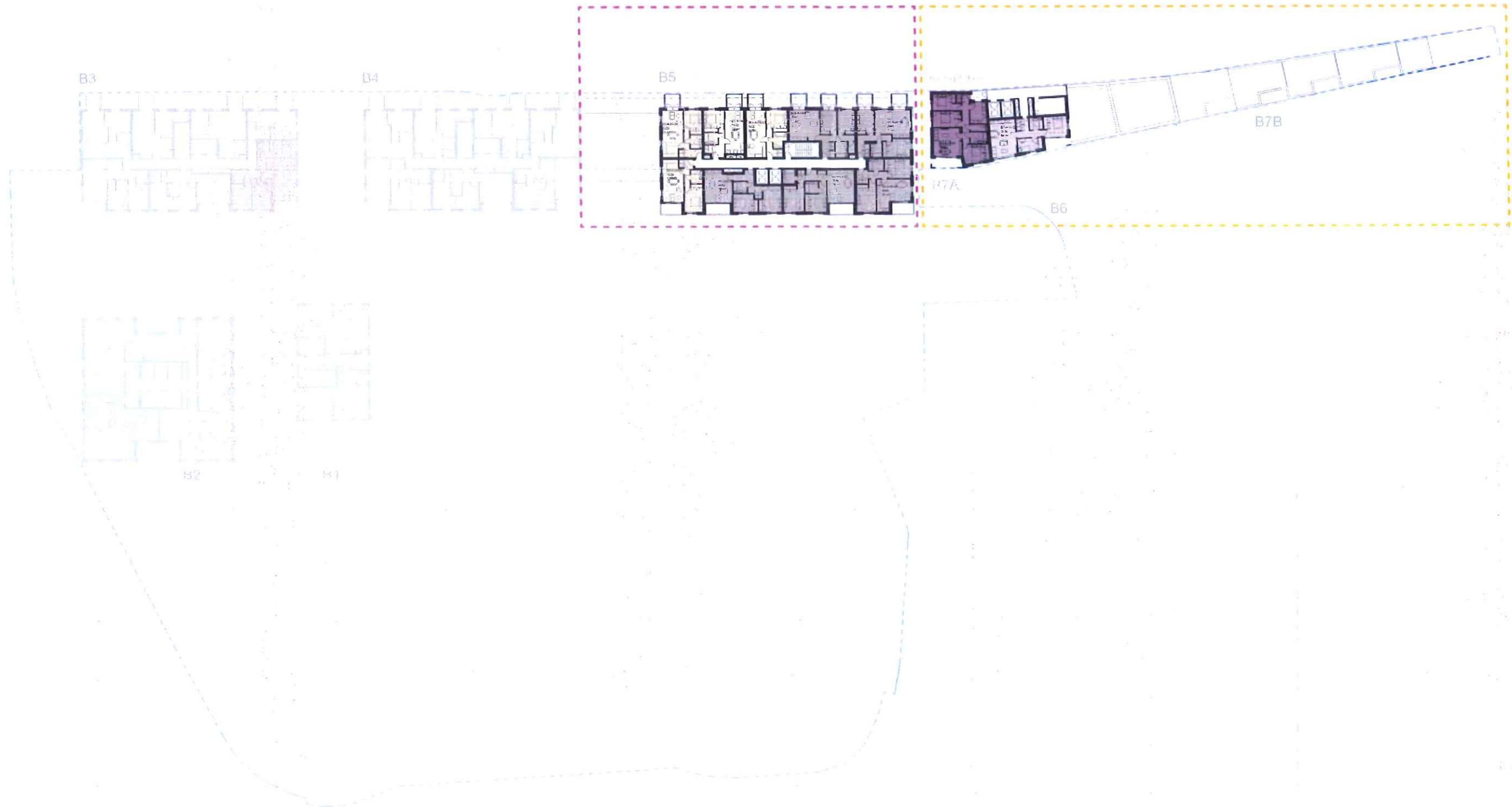
Drawn: J.McCaslan

Project Manager: J.McCaslan

LEVEL 08 / BUILDING 07 LEVEL 10
 1699-JMP-MP-08-DR-A-3080_REV4

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Item:
 Director's Office
 1/2 of the area to be provided on the site and the remainder to be provided on the
 Project Manager
 to be provided on a separate site plan

No.	Date	Description	By	Check
1	20/10/19	Design Frame	JMC	JMC
2	20/10/19	Design Frame (1) - House No. 100 (100)	JMC	JMC
3	20/10/19	Design Frame (2) - House No. 100 (100)	JMC	JMC
4	20/10/19	Design Frame (3) - House No. 100 (100)	JMC	JMC
5	20/10/19	Design Frame (4) - House No. 100 (100)	JMC	JMC
6	20/10/19	Design Frame (5) - House No. 100 (100)	JMC	JMC
7	20/10/19	Design Frame (6) - House No. 100 (100)	JMC	JMC

[Handwritten signatures and initials]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 3 Bed 4 person
- 4 Bed 5 person
- 5 Bed 6 person

JOHN MCASLAN + PARTNERS
 11 Wilson Road
 London E15 3JH
 Tel: 020 7253 1800
 Fax: 020 7253 1801
 www.johnmcaslan.com



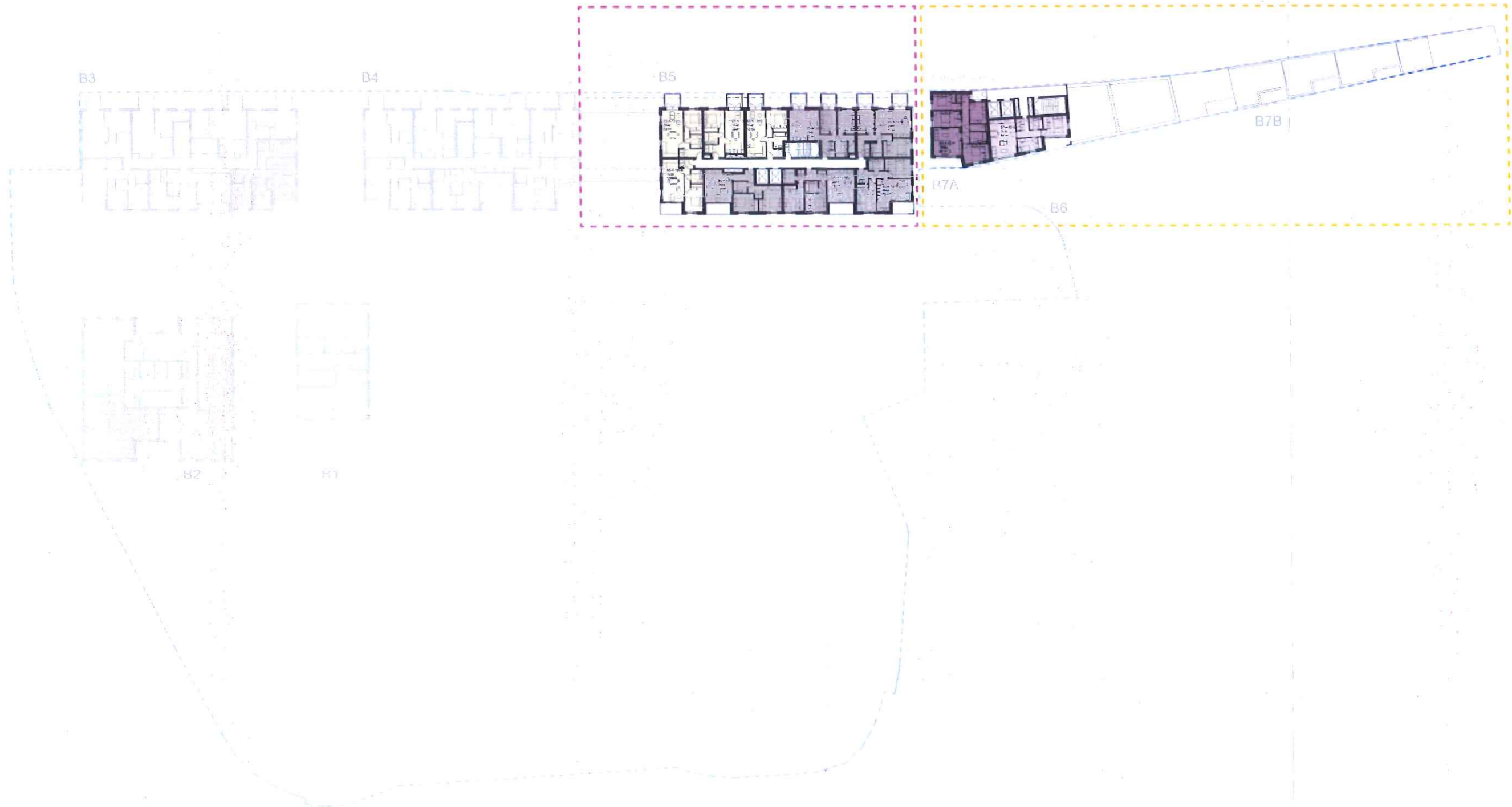
Comwell Road - Plan C

Level	Area	Volume	Height
Level 09	1,000 sq m	1,000 cu m	10.0 m
Level 10	1,000 sq m	1,000 cu m	10.0 m
Level 11	1,000 sq m	1,000 cu m	10.0 m

LEVEL 09 / BUILDING 07 LEVEL 11
 1969-JMP-MP-09-DR-A-3090_REV3

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Log

Date	Description	By	Check
11/19/19	Design Finalize	JMC	JMC
11/20/19	Design Finalize	JMC	JMC
11/21/19	Design Finalize	JMC	JMC
11/22/19	Design Finalize	JMC	JMC
11/23/19	Design Finalize	JMC	JMC
11/24/19	Design Finalize	JMC	JMC
11/25/19	Design Finalize	JMC	JMC
11/26/19	Design Finalize	JMC	JMC
11/27/19	Design Finalize	JMC	JMC
11/28/19	Design Finalize	JMC	JMC
11/29/19	Design Finalize	JMC	JMC
11/30/19	Design Finalize	JMC	JMC

[Handwritten signatures and initials]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 3 Bed 4 person
- 4 Bed 5 person

JOHN MCASLAN + PARTNERS
11000 Wilshire Blvd
Suite 1000
Los Angeles, CA 90024
Tel: 310.206.1000
www.johnmcaslan.com

Level 10

Room No.	Room Name	Area (sq ft)	Count
1001	1001	1000	1
1002	1002	1000	1
1003	1003	1000	1
1004	1004	1000	1
1005	1005	1000	1
1006	1006	1000	1
1007	1007	1000	1
1008	1008	1000	1
1009	1009	1000	1
1010	1010	1000	1
1011	1011	1000	1
1012	1012	1000	1
1013	1013	1000	1
1014	1014	1000	1
1015	1015	1000	1
1016	1016	1000	1
1017	1017	1000	1
1018	1018	1000	1
1019	1019	1000	1
1020	1020	1000	1

LEVEL 10 / BUILDING 07 LEVEL 12
1969-JMP-MP-10-DR-A-3100_REV3

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Project Name: 1969-JMP-MP-11-DR-A-3110

Revision: 3

Rev	Date	Description	By	Appr
1	2023-10-10	Design Final	JMC	JMC
2	2023-10-10	Design Final - Issue Marked	JMC	JMC
3	2023-10-10	Design Final - Issue Marked	JMC	JMC

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JOHN McASLAN + PARTNERS

100 Victoria Road
London SW18 1SR
Tel: +44 (0)20 771 8000
Fax: +44 (0)20 771 8001
www.johnmcaslan.com

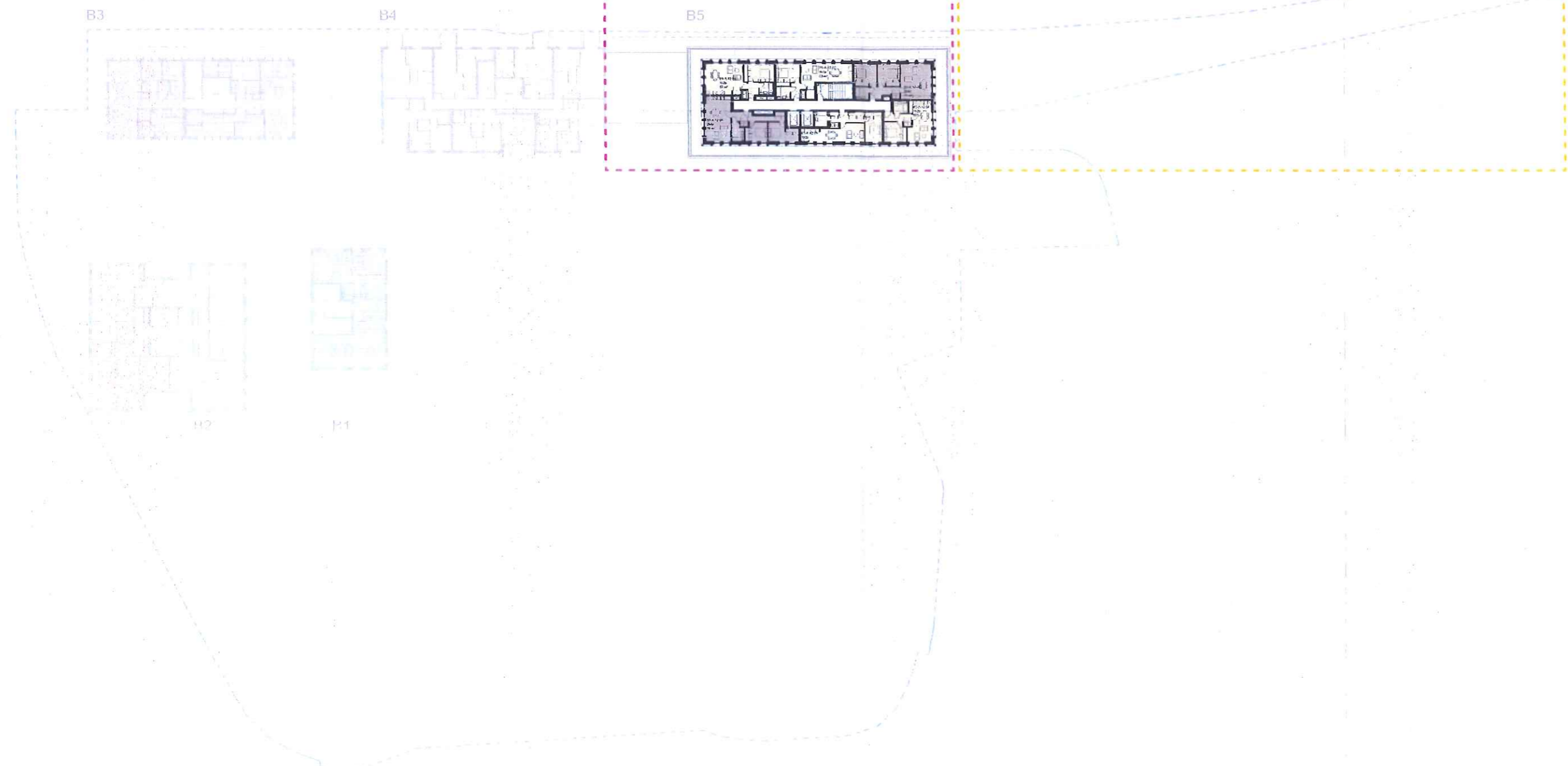
LEVEL 11 / BUILDING 07 LEVEL 13
1969-JMP-MP-11-DR-A-3110_REV3

Overall Plot Plan C

Level	Area	Volume	Area	Volume
Level 11	1,100 sq m	1,100 m ³	1,100 sq m	1,100 m ³

INTERMEDIATE (INDICATIVE LAYOUT)

LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)



Notes:
 All dimensions and notes are the responsibility of the architect and shall be verified by the client.
 No liability is accepted for information not included.

No.	Date	Description	By	Check
1	2023/08	Design Review	JVC	ML
2	09/08/23	Design Review 01: Review of the layout of the building and the location of the units.	JVC	ML
3	10/08/23	Design Review 02: Review of the layout of the building and the location of the units.	JVC	ML

JOHN McASLAN + PARTNERS
 7th Floor, 100 Broad Street, London, W1P 3JF
 T: +44 (0)20 7461 2000
 F: +44 (0)20 7461 2001
 www.johnmcaslan.com

Level 12
 1969-JMP-MP-12-DR-A-3120_REV3

[Handwritten signatures and initials]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

LEVEL 12
 1969-JMP-MP-12-DR-A-3120_REV3

INTERMEDIATE (INDICATIVE LAYOUT)

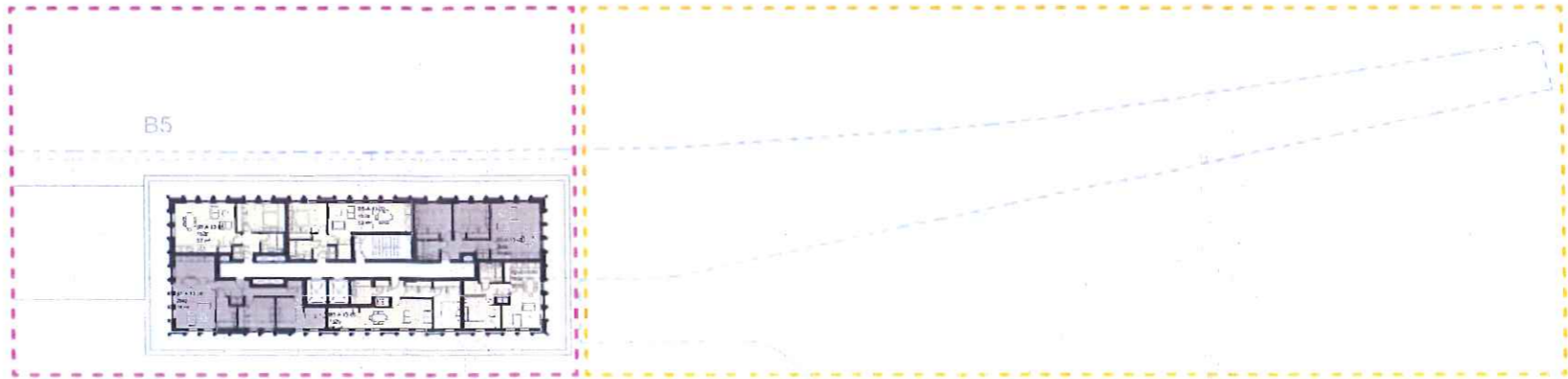
LONDON AFFORDABLE RENT (INDICATIVE LAYOUT)

B3

B4

B5

B2



Notes:
 1. All dimensions are in millimeters (mm) unless otherwise stated.
 2. All dimensions are to the centerline of walls unless otherwise stated.
 3. All dimensions are to the centerline of columns unless otherwise stated.

Rev.	Date	Description	By	Checked
1	2023/12	Design Freeze	JMC	JMC
2	2024/01	Design Freeze 21 - Issue 1944 - B21, B22, B24, B25, B26	JMC	JMC
3	2024/02	Issue 1945 - B21, B22, B24, B25, B26	JMC	JMC

[Handwritten signatures and initials]

- Community Use
- Commercial
- Residential Access / Amenity
- 1 Bed 2 person
- 2 Bed 3 person
- 2 Bed 4 person
- 3 Bed 6 person
- 4 Bed 8 person

JOHN MCASLAN + PARTNERS
 79 Colindale Avenue
 Colindale, London NW9 1NS
 Tel: 020 8854 1111
 www.johnmcaslan.co.uk

Scale:
 1:1000



Clarendon Road - Plan C

Level	Area	Volume	Value
Level 13	1300.00 m ²	1300.00 m ³	1300.00
Total	1300.00 m ²	1300.00 m ³	1300.00

LEVEL 13
1969-JMP-MP-13-DR-A-3130_REV3

APPENDIX 3
OTHER S106 PLANS

Plan 3 – Community Leisure Facility

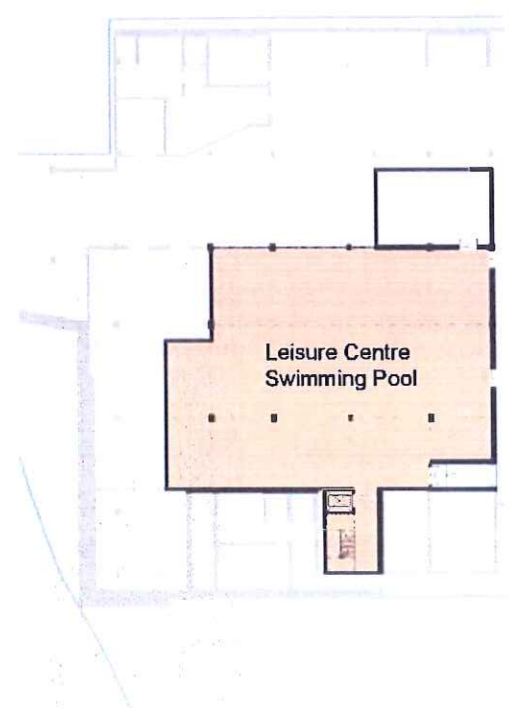
Plan 4 – Public Open Space, Building 2 And Building 7B

Plan 5 – WCR Healthy Streets Scheme

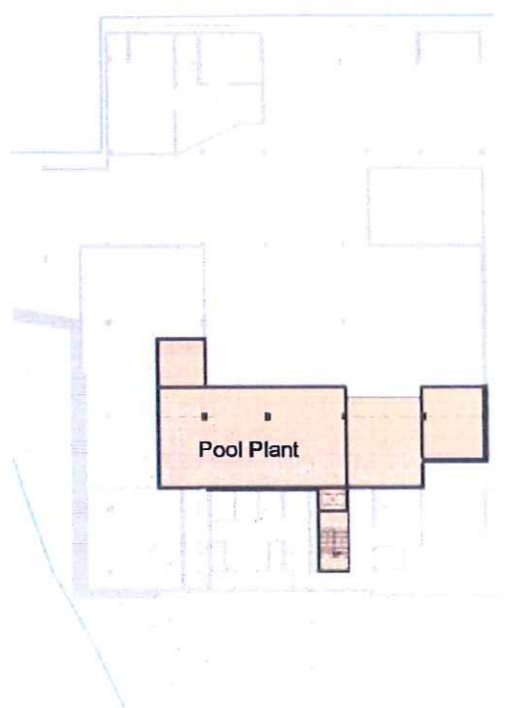
Plan 6 – Earls Court Northern Access Route

Plans 7A and 7B – Extent of Building 2 Basement Slab and Building 7B Ground Floor Slab for Substantial Implementation

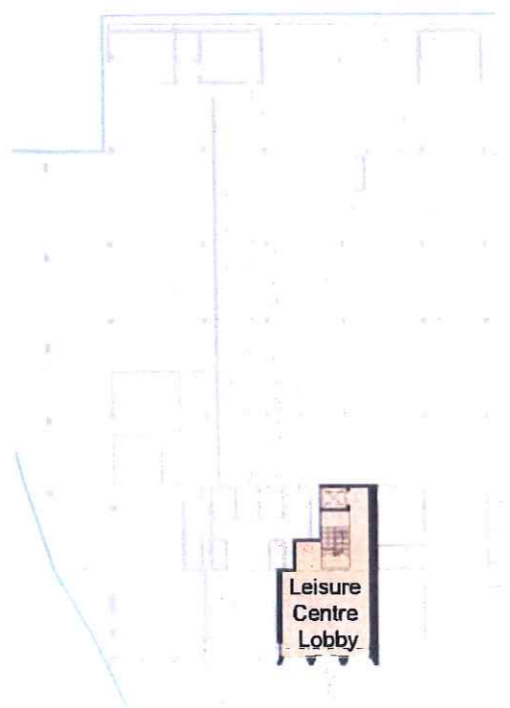
Project Name	Community Leisure Facility		
Client	The Council		
Project Manager	John McAslan		
Architect	John McAslan + Partners		
Date	15/05/18	Scale	1:100



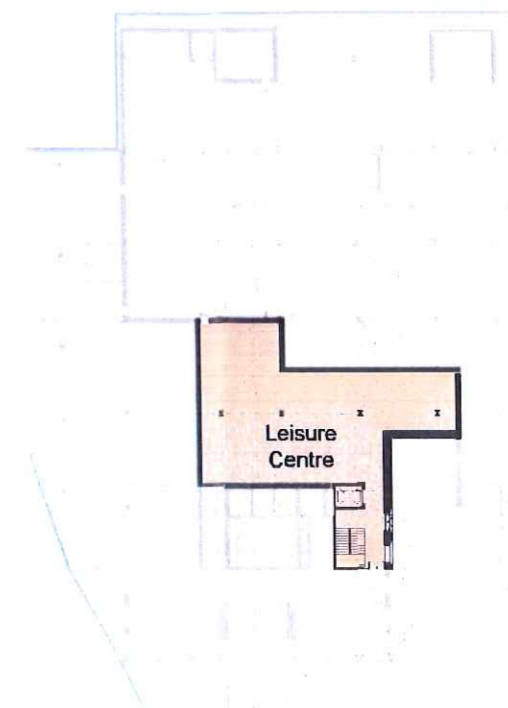
Buidling 2 Level 0B:
Basement - Indicative Layout



Buidling 2 Level 0M:
Basement Mezzanine - Indicative Layout



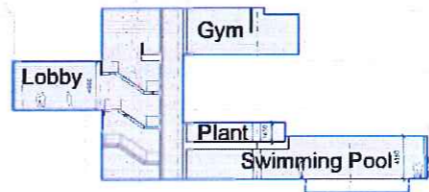
Buidling 2 Level 00:
Ground Floor - Indicative Layout



Buidling 2 Level 01:
First Floor - Indicative Layout



Section CC through Leisure Centre - Indicative Layout

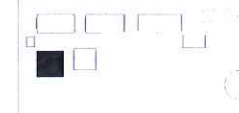


Section EE through Leisure Centre - Indicative Layout

[Handwritten signatures and initials]



JOHN McASLAN + PARTNERS
Architects
1st Floor
100-102, 104-106
Riverside, London E14 3GF



Project Name	Community Leisure Facility - Indicative Layout		
Client	The Council		
Project Manager	John McAslan		
Architect	John McAslan + Partners		
Date	15/05/18	Scale	1:100

Plan 4

Notes
Do not scale from this drawing
All dimensions are to be checked on site and any discrepancies noted in writing to the Project Manager
All dimensions are in millimeters unless noted otherwise

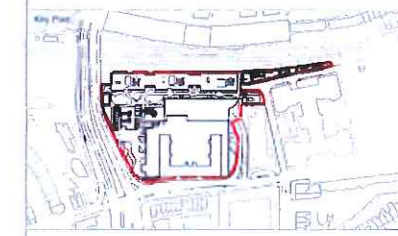


Rev	Date	Description	Drawn	Checked
01	15/01/2010	FOR PLANNING	HEJ	APJ
02	21/01/2010	FOR PLANNING	HEJ	APJ

KEY
 Public open space

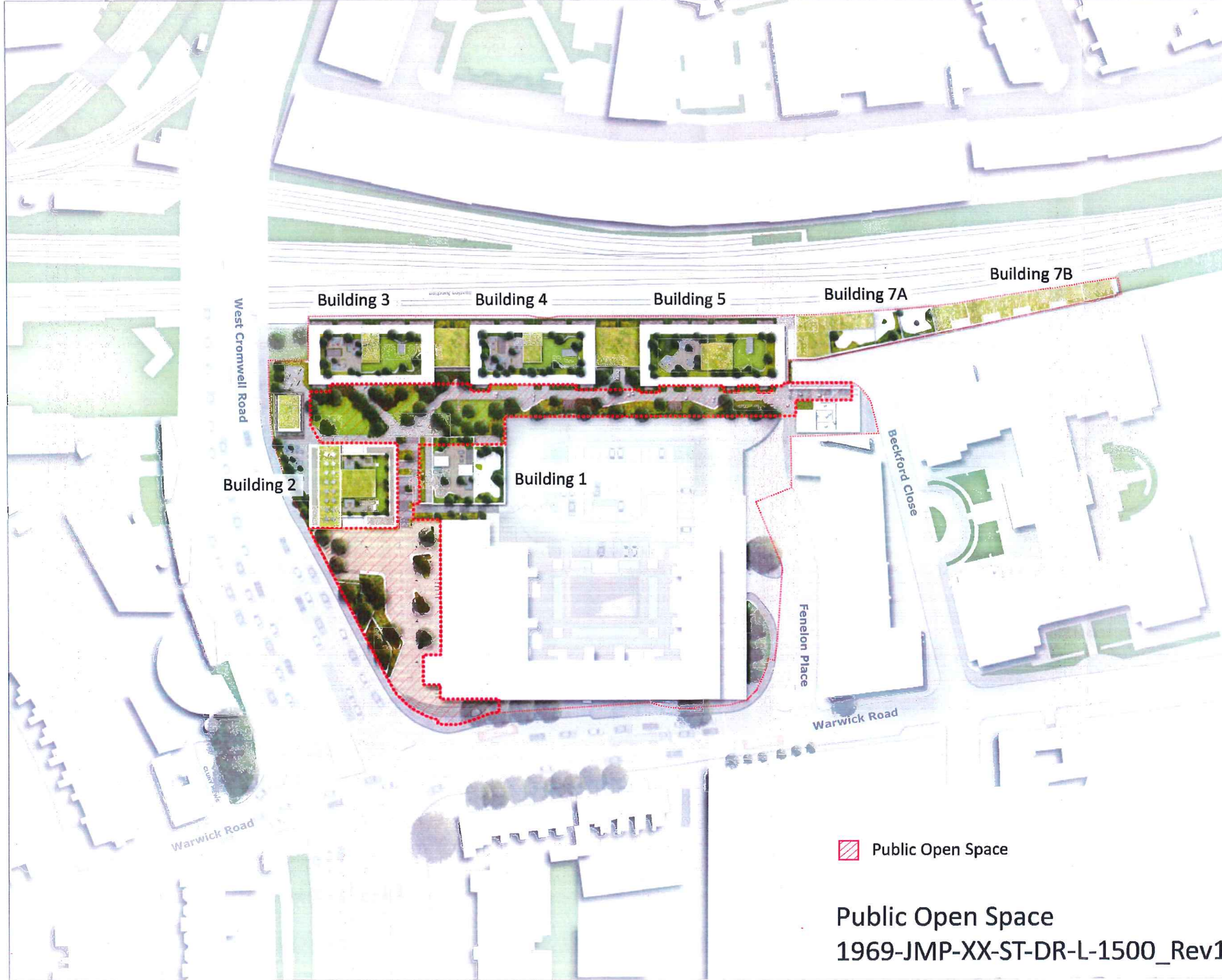
[Handwritten signatures and initials]

JOHN MCASLAN + PARTNERS
 7-9 William Road
 London NW1 3ER
 T +44 (0)20 7313 5300
 F +44 (0)20 7313 5501
 www.mcaslan.co.uk



100 West Cromwell Road
Public Open Space

Scale	At A1	1:500	1:1000 at A3	Job Number	1969
Drawn	25/01/2019			Drawing	HC
Drawing Status	FOR PLANNING			Checked	APJ
Drawing Number	1969-JMP-XX-ST-DR-L-1500			Revision	01

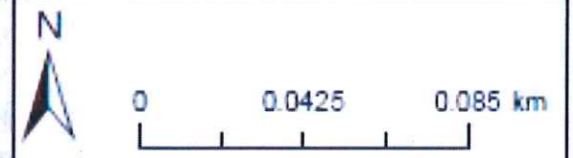
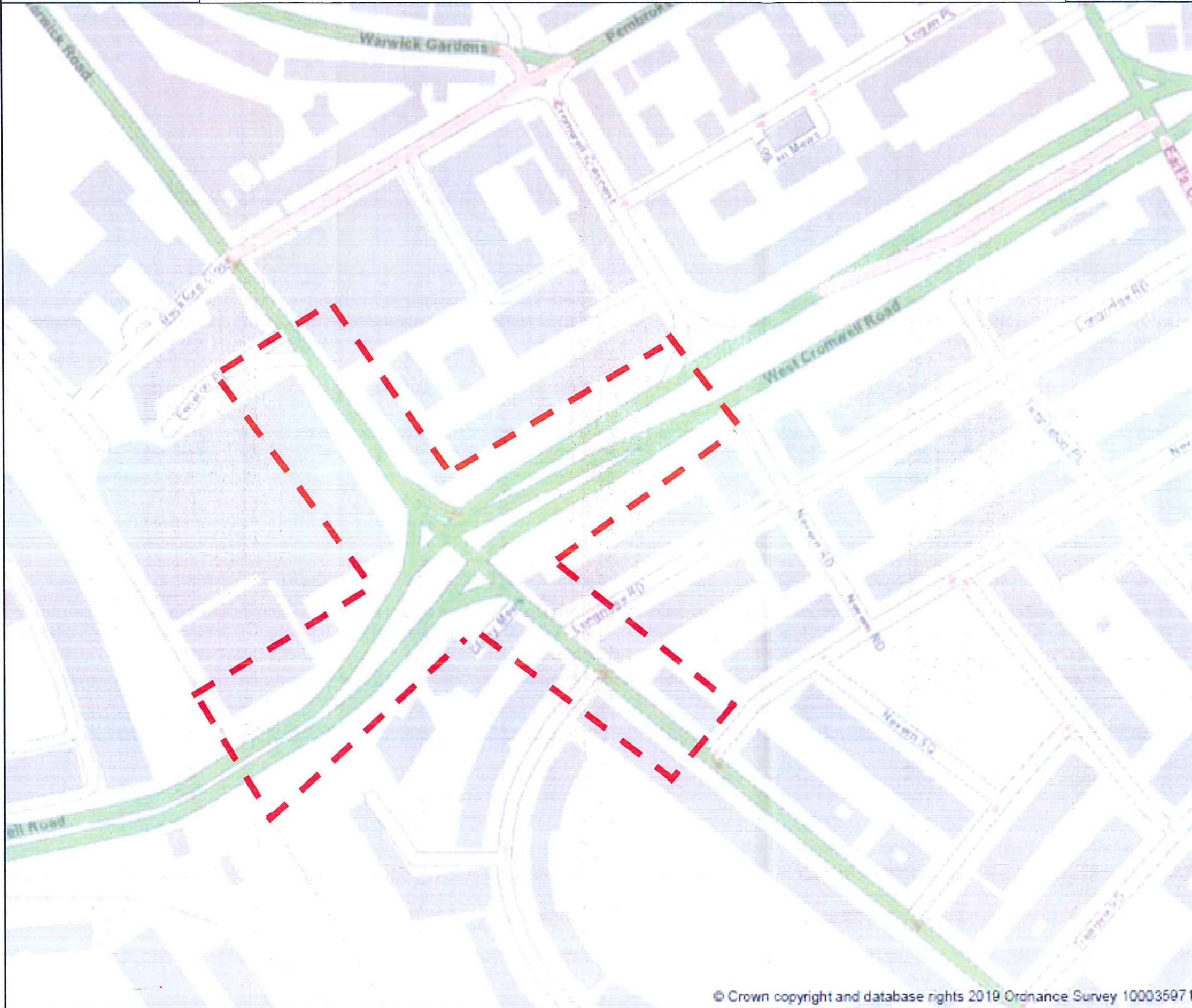


Public Open Space

Public Open Space

1969-JMP-XX-ST-DR-L-1500_Rev1

West Cromwell Road / Warwick Road TfL Healthy Streets Scheme – Indicative Area of Works



PRINTED BY:
Surface Playbook Admin

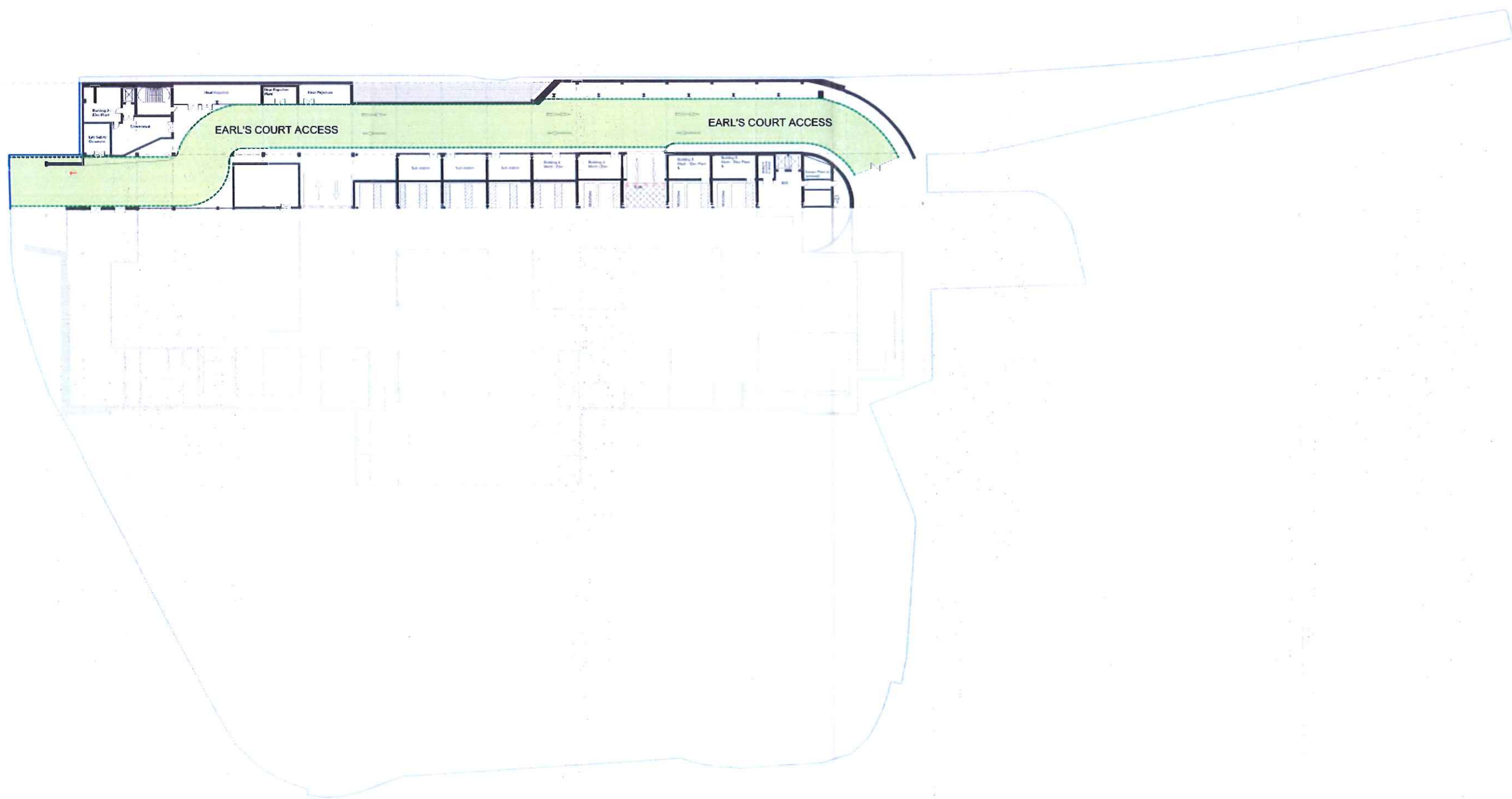
DATE:
28/02/2020



Handwritten signatures and initials in blue ink.

Notes:
1. All dimensions are in feet and inches unless otherwise noted in writing on the Plans.
2. All dimensions are to the centerline of the wall.

Rev.	Description	Date	By
1	Earl's Court Access Drawing Issue	NYC	JM



[Handwritten signatures and initials in blue ink]

BASEMENT EARL'S COURT ACCESS
1969-JMP-MP-0B-SK-A-0218_REV1

JOHN MCASLAN + PARTNERS
 110 West Street
 11th Floor
 New York, NY 10038
 Tel: (212) 213-1000
 Fax: (212) 213-1001
 www.jmcp.com

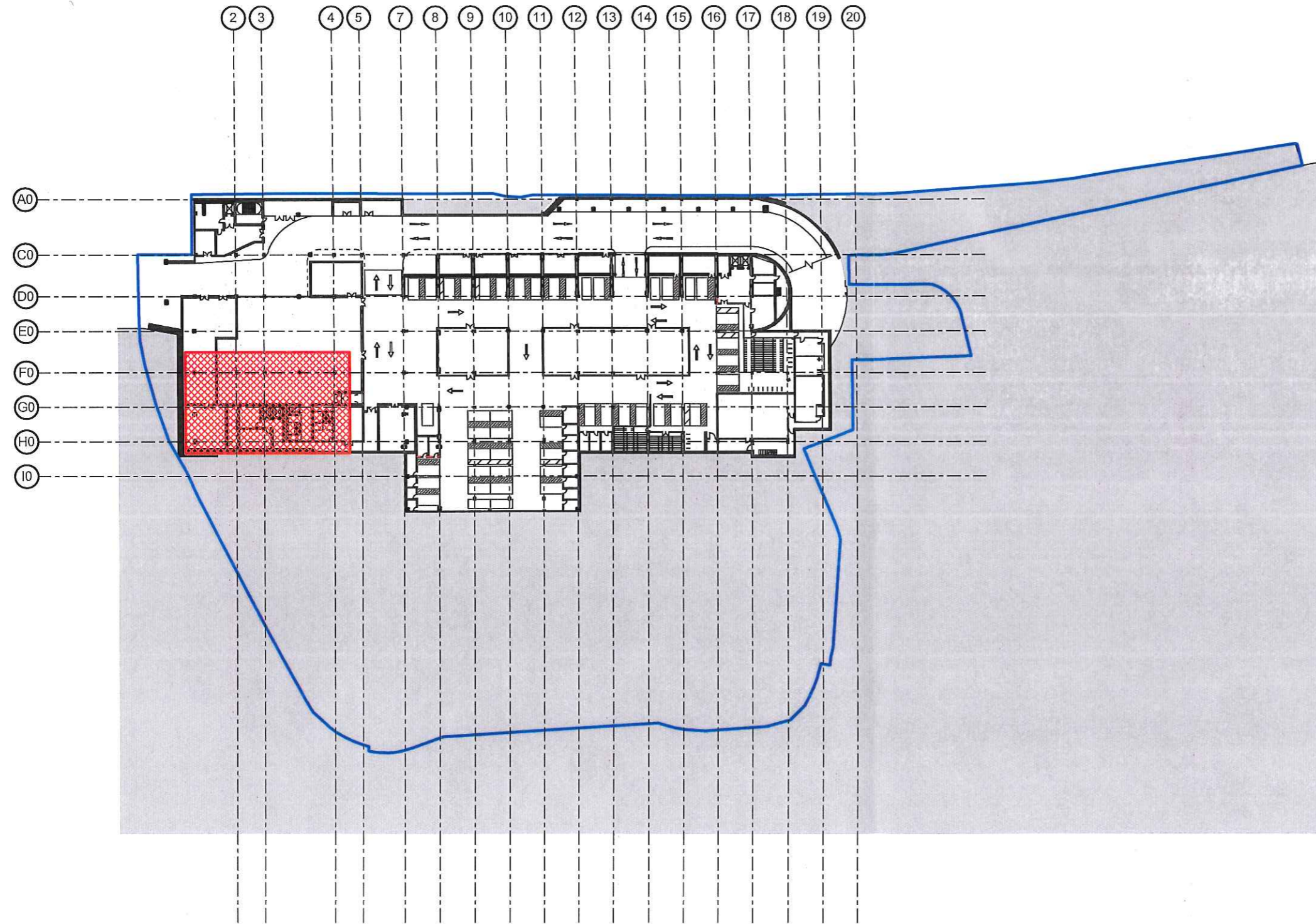
Legend: Earl's Court Access

Contract: 1969-JMP-MP-0B-SK-A-0218

Rev.	Description	Date	By
1	Earl's Court Access Drawing Issue	NYC	JM

Notes
 Do not scale from this
 All dimensions are to be checked on site and any discrepancies noted in writing to the Project Manager.
 All dimensions are in millimeters unless noted

Rev	Date	Description	Drawn	Checked
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JOHN MCASLAN + PARTNERS
 7-9 William Road
 London NW1 3ER
 T +44 (0)20 7313 6000
 F +44 (0)20 7313 6001
 www.mcaslan.co.uk

Key Plan

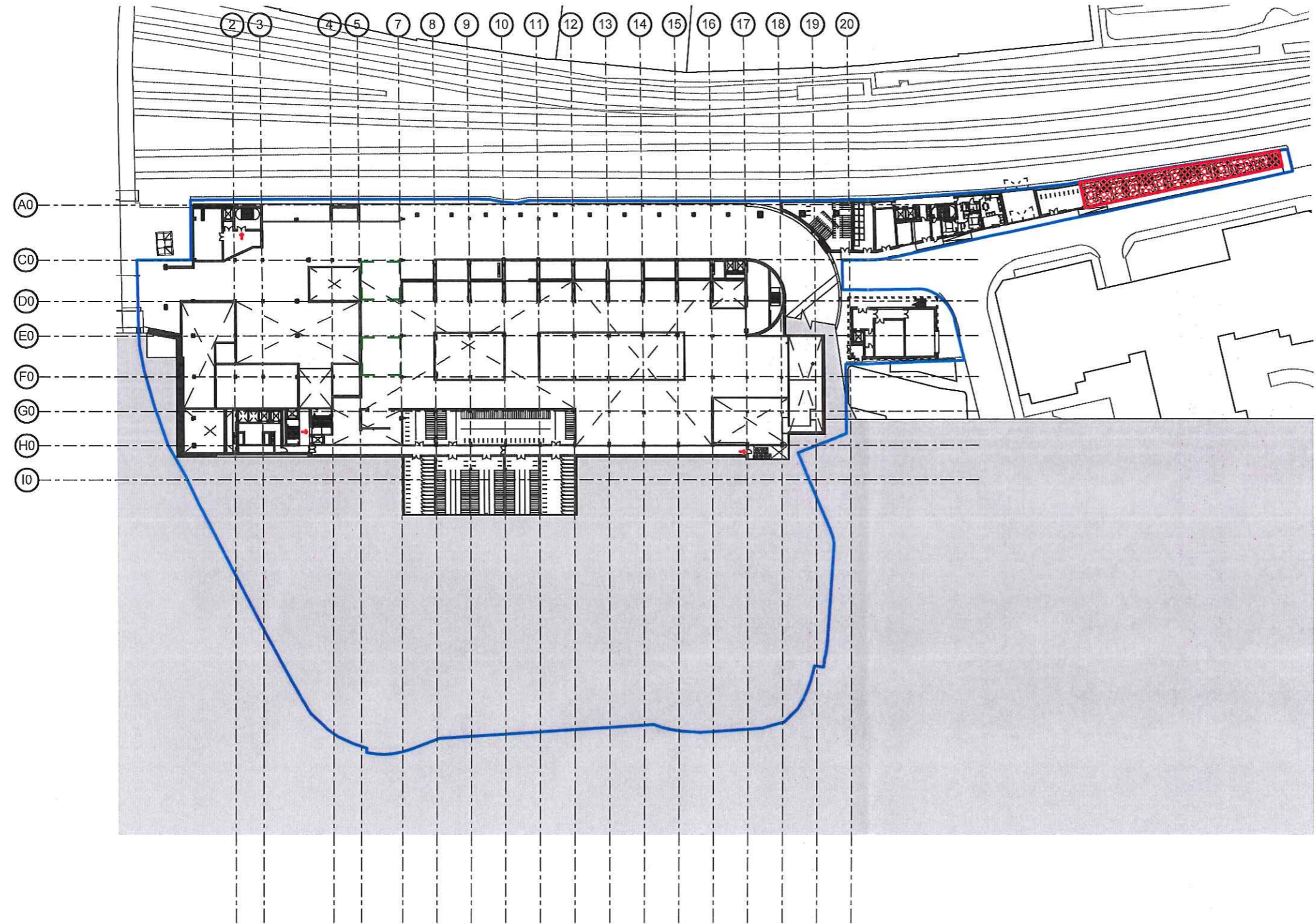
Cromwell Road - Plan C
 Substantial Implementation Extent
 Level 0B

Scale At	As indicated	Job Number:	1969
Date	28/01/20	Drawing:	HYC
Status	FOR INFORMATION	Checked:	HM
Drawing	1969-JMP-MP-SK-A-0308	Revision	

 Implementation Extent

Notes
 Do not scale from this
 All dimensions are to be checked on site and any discrepancies noted in writing to the Project Manager.
 All dimensions are in millimeters unless noted

Rev	Date	Description	Drawn	Checked
-----	------	-------------	-------	---------




Handwritten signatures and initials in blue ink.

JOHN MCASLAN + PARTNERS
 7-9 William Road
 London NW1 3ER
 T +44 (0)20 7313 6000
 F +44 (0)20 7313 6001
 www.mcaslan.co.uk

Key Plan

Cromwell Road - Plan C
 Substantial Implementation Extent
 Level 0M / B7 Level 00

Scale At	As indicated	Job Number:	1969
Date	28/01/20	Drawing:	HYC
Status	FOR INFORMATION	Checked:	HM
Drawing	1969-JMP-MP-SK-A-0309	Revision	

 Implementation Extent

APPENDIX 4

VIABILITY REVIEW FORMULAS

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

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

Where:-

A = Early Stage Review 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 Planning Permission~~ to Review Date (using the latest index figures publicly available) (%) *3 February 2020*

D = Early Stage Review Build Costs (£)

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

F = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from ~~grant of Planning Permission~~ to Review Date (using the latest index figures publicly available) (%) *3 February 2020*

P = $(A - B) * Y$

Y = 17.5%, being developer profit as a percentage of GDV for the Market Housing Units as determined as part of the review (%)

Notes:-

(A - B) represents the change in GDV of the Market Housing Units of the development from ~~the date of planning permission~~ *3 February 2020* to the date of review.

(D - E) represents the change in build costs of the Market Housing Units from the ~~date of the planning permission~~ *3 February 2020* to the date of the review.

FORMULA 2 (Additional affordable housing)

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

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

Y = Additional Discount London Living Rent requirement (Habitable Rooms)

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

Where:-

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

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

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being 20 m²

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

F = 50% of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing

G = 50% of surplus profit available for Additional Affordable Housing Units to be used for Discount London Living Rent Housing (%)

Notes:-

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

(A - C) represents the difference in average value of market housing and average value of Discount London Living Rent Housing per m² (£)

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

(E * G) represents the surplus profit to be used for Discount London Living Rent Housing (£)

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

(E * G) ÷ (A - C) represents the additional Discount London Living Rent Housing requirement (m²)

APPENDIX 5

AGREEMENT FOR LEASE HEADS OF TERMS SUBSTANTIALLY SET OUT BELOW

The Community Leisure Facility to be constructed on the land currently known as 100 and 100A West Cromwell Road including land to the west of Warwick Road, Kensington, London W14 8PB

1. **The Landlord** MB Kensington Limited (No. 09711140)
30 Broadwick Street
London
W1F 8JB
2. **The Tenant** The Agreed NLO (as defined within this Deed)
3. **The Premises** The Community Leisure Facility (including the lifts exclusively serving the Community Leisure Facility) to be constructed on the land currently known as 100 and 100A West Cromwell Road including land to the west of Warwick Road, Kensington, London W14 8PB
4. **Term** No less than 99 years or such other term to be agreed between the parties
5. **Landlord & Tenant Act 1954** The lease will be inside of the security of tenure provisions under the Landlord and Tenant Act 1954
6. **Rent** A peppercorn
7. **Rent Free** None
8. **Rent Review** None
9. **User** Use for recreational leisure, sporting and amenity purposes by members of the public (including for the avoidance of any doubt any occupiers and residents of the Development) and all ancillary uses
10. **Compliance with Planning Permission and Planning Agreements** The Tenant shall comply at all times with the Planning Permission and any planning agreements, including section 106 agreements, which relate to the Premises but this obligation is not to be construed as obliging the Tenant to rectify any pre-existing breach of planning permission the rectification of which shall remain the responsibility of the Landlord
11. **Repair**

The Landlord will be responsible for carrying out repairs, decoration and maintenance to all external and structural parts of the Premises and the building within which the Premises are located (the costs of which will be recovered as part of the service charge except where repair or maintenance is required as a consequence of inherent defects or covered by warranty in which case the Landlord shall be obliged to claim)

The Tenant will be responsible for carrying out repairs, decoration and maintenance to the interior of the Premises except where disrepair is covered by warranties that the Landlord has the benefit of in which case the Landlord shall be obliged to claim

The Tenant shall have no responsibility for remedying any inherent defects at the Premises
12. **Service Charge** The Tenant will contribute a reasonable proportion towards the building

service charge excluding common parts which exclusively serve parts of the building other than the Premises. The service charge shall be subject to an annual cap to be agreed prior to first occupation of the CLF (and such cap will be reviewed and increased annually in line with RPI)

13. Alterations

The Tenant shall be permitted to carry out internal, non-structural alterations to the Premises without the Landlord's written consent

14. Insurance

The Landlord will insure the Premises at a competitive rate and shall be entitled to recover the premium from the Tenant with the interest of the Tenant to be noted on the policy of insurance.

15. Alienation

TBC in Agreement for Lease but including the following rights:

- a) To sublet the whole or any part subject to the Landlord's consent first being obtained, such consent not to be unreasonably withheld, and any such underlease is to be contracted out
- b) to contract with concessions and wholly owned companies so long as no relationship of landlord and tenant is created
- c) to underlet part of the Premises for an ATM machine without consent, but any such underlease is to be contracted out.

16. Rights Granted

The Tenant shall be granted the following rights:-

- a) The right to use the basement car park for deliveries;
- b) The right to use two disabled spaces in the basement car park;
- c) The right to use the basement car park for waste collection;
- d) The right to use all necessary service media within the building which serves the Premises;
- e) Advertising and signage to be placed visibly subject to the Landlord's consent first being obtained;
- f) Tenant only break;
- g) To install external satellite dishes in positions to be reasonably agreed unless connections to broadband suffice. Such right is subject to planning and subject to the Landlord's consent first being obtain

17. Lease

Completion of the Lease shall be conditional on Practical Completion of the construction of the Premises

18. Specification

The Landlord shall fit out the Premises in accordance with the CLF Specification (to be agreed and annexed to the Agreement for Lease)

19. Professional fees

Each party is to bear its own costs in connection with this transaction (including any associated SDLT and Land Registry fees)

20. Agents

[TBC in Agreement for Lease]

21. Solicitors

[TBC in Agreement for Lease]

APPENDIX 6
LOCAL PROCUREMENT CODE

Royal Borough of Kensington & Chelsea LOCAL PROCUREMENT CODE

1. INTRODUCTION

Local procurement agreements are a useful tool in helping the Council to maintain an attractive business environment in the borough which is a key aim of the Kensington & Chelsea Community Strategy 2009-18, which specifically refers to the use of procurement policies and practices to provide opportunities for local businesses to compete to provide goods and services. The Council's Core Strategy Policy C1 sets out the borough policy for Infrastructure Delivery and Planning Obligations which includes: "securing jobs for local residents, community-based initiatives, employment training schemes." The Council's Supplementary Planning Document adopted in August 2010, states that:

"The Council will seek opportunities to ensure that local businesses benefit from the construction and successive use of developments. The Council will expect developers to work with it to promote and advertise tender opportunities wherever possible, and to achieve the procurement of construction contracts and goods and services from companies and organisations based in the Borough"¹.

The sourcing of goods and services locally will also help to achieve a more sustainable pattern of land use and reduce the need to travel. Section 106 legal Agreements attached to the grant of planning permission will be used as a mechanism to secure opportunities for local businesses to tender for the supply of goods and services to developments.

The purpose of this code is to set out the actions required to maximise the opportunities available to local businesses in Kensington & Chelsea from all property developments of over 4,000sqm of gross internal floor space taking place in the borough both during and after the construction phase. The local procurement code sets out the actions required of the Owner/Developer, working in partnership with the Council's Economic Development Team, to ensure that businesses based in Kensington and Chelsea or such wider area as shall be agreed, have access to the opportunities arising from both the Construction Phase of the Development and the end use of the Property.

The requirements of the local procurement code apply to the developer, main contractor and subcontractors appointed by them. The code is designed to support developers and contractors in fulfilling their commitments to the planning agreements by clarifying what is required from the outset. The Council's

¹ Royal Borough of Kensington & Chelsea Supplementary Planning Document, Adopted August 2010

Economic Development Department seeks to work in partnership with contractors to assist them in meeting the code specifications and in finding suitable local companies. The Council will provide a periodically updated pre-screened directory of local companies in a range of relevant sectors in support of local procurement agreements.

2. MAIN REQUIREMENTS OF THE CODE

2.1 Construction Phase

We will request that the developers meet with the Council's Economic Development Team or a nominee of the Council ("the Local Procurement Team") at least 1 month in advance of tendering contracts to clarify how the local procurement code will work and the co-operation required from the developer, main contractor and subcontractors.

The Council will seek to ensure that the developer inserts the following clauses in the tender documentation issued to the main contractor:

2.2 Actions & Responsibilities of Main Contractor

a) *The Procurement Schedule*

The main contractor will provide the Local Procurement Team with a schedule of works packages to be let ("the Procurement Schedule") and information on the estimated timing of their procurement programme and provide updates of the Procurement Schedule as and when it is updated or revised.

b) *Identifying opportunities for local businesses*

The main contractor will work with the Local Procurement Team to: include local businesses on their tender lists wherever possible and to aim to achieve the procurement of contracts for goods and services from businesses based in Kensington and Chelsea or such wider area as shall be agreed, towards a target of 10 per cent of the total value of the contract.

c) *Notifying local businesses*

The main contractor will notify the Local Procurement Team just prior to sending out tender enquiries or invitations to local businesses so that the Local Procurement Team can in turn make local businesses aware of a forthcoming opportunity and help ensure they respond.

d) *Sub-contract tender documents*

The main contractor should include a written statement in the tender documentation sent out to sub-contractors informing them of their s106 obligations as set out in section 2.3 below and ensure cooperation is agreed as a prerequisite to accepting sub contract tenders

e) Monitoring

The main contractor is required to provide monitoring information to the Local Procurement Team every month during the procurement phase, via e-mail, fax or liaison meeting and to submit a Local Procurement report at the end of every quarter (*the Local Procurement Team can provide a pro forma*) providing details of:

- all local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package or items concerned;
- the outcome of all works packages tendered, where there is a local company on the tender list, stating whether the local company was unsuccessful, successful or declined to tender, the contract value in the case of a contract being awarded to a local company and brief feedback on any local company that was unsuccessful.
- All local wholesalers and materials suppliers which are asked to provide prices and the value of any purchases of materials and other wholesaler supplies procured.
- All subcontractors appointed (whether local or from elsewhere)

f) Meet the Buyer events

The main contractor will participate in an annual Meet the buyer event to be held in the borough. This event will consist of a series of pre-scheduled meetings with local suppliers in trades chosen by the contractor. In the case of a very large development, the event may focus on this project alone; or they could be part of a larger event which includes other main contractors working in the area who also have s106 local procurement obligations.

2.3 Actions and Responsibilities of Sub-Contractors

All sub-contractors appointed will be required to work with the Local Procurement Team and to aim to achieve the procurement of goods and services from companies and organisations based in Kensington and Chelsea or such wider area as shall be agreed, towards a target of 10 per cent of the total value of their sub-contract. (*A regularly updated directory of local suppliers will be supplied to subcontractors by the Local Procurement Team*).

All subcontractors are required to provide regular monitoring information either to the main contractor or directly to the Local Procurement Team at the end of every quarter during the construction phase, via e-mail, fax or liaison meeting (the Local Procurement Team can provide a pro forma) providing details of:

- *All local wholesalers and building materials suppliers which are asked to provide prices and the value of any subsequent purchases of materials and other wholesaler supplies procured.*

- *All local companies which are sent a tender enquiry or a tender invitation detailing the date and the works package concerned and the outcome of all sub-contracts tendered.*

3. FINANCIAL CONTRIBUTION

A financial contribution from the developer/owner will be required toward the costs of facilitating this process i.e. identifying and screening appropriate local enterprises, brokerage with contractors and owners, periodic Meet the Buyer and business briefing events, maintaining a directory of suppliers and performance monitoring. Developers will be asked to cover the costs of facilitating implementation of the local procurement code for each construction site which will vary according to the size of the development. The table below shows the scale of fees for different size bands (subject to, if any, Community Infrastructure Community Charges):

Local Procurement Monitoring & Brokerage Service s106 Fees for Major development projects (updated 2019)			
Size band	4,000- 10,000m ²	10,000 – 40,000m ²	>40,000m
Total fees	£6,400	£8,300	£12,800

In the case of major long-term regeneration projects with multiple building projects, a fee will be charged for each separate building in accordance with the above fee scale.

The charges may be revised though periodic updates of the Local Procurement Code.

4. POST CONSTRUCTION: FITTING OUT BY TENANTS AND FACILITIES MANAGEMENT

Prior to the first occupation for B1 purposes of buildings the Developer shall prepare an Approved Local Suppliers List in consultation with the Councils Economic Development Teams and shall thereafter maintain it. The Developer will make the Approved Local Suppliers List available to occupiers within the Development and will encourage them to use Local Businesses from the Approved Local Suppliers List for fitting out their premises and the supply of estate management goods and services.

The following is an example of the wording of the clauses within a s106 agreement which the Council would ask developers to sign to ensure a reasonable degree of local procurement of goods and services:

The Owner/Developer hereby covenants with the Council as follows: -

During the construction phase of the development and occupation of the property:

To provide opportunities for local businesses to bid/tender for the provision of goods and service to the property, as envisaged in the Local Procurement Code.

To meet with the Council's Economic Development Team or a nominee of the Council ("the Local Procurement Team") at least one month in advance of tendering contracts to clarify how the local procurement code will work and what actions may be expected.

To ensure that throughout the Construction Phase the development shall not be carried out otherwise than in strict accordance with the requirements of the Local Procurement Code and in the event of non-compliance with this sub-clause the Owner shall upon notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.

To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

For further details please contact:

Economic Development Team
Royal Borough of Kensington and Chelsea
The Town Hall,
Hornton Street,
London W8 7NX
e: business@rbkc.gov.uk