

Schedule 2

RESIDENTIAL TRAVEL PLAN

- 1 The Owner covenants with the Council:
 - 1.1 to submit the Residential Travel Plan to the Council for approval prior to Occupation of the Development;
 - 1.2 not to Occupy the Development until the Residential Travel Plan has been submitted to and approved in writing by the Council. If the Council has not issued a decision in respect of the acceptability of the Residential Travel Plan (submitted in accordance with paragraph 1.1) within 8 weeks of submission, or within an extended period of time agreed with the applicant, the Residential Travel Plan shall be deemed to be approved and the Owner may Occupy the Development;
 - 1.3 to implement the approved Residential Travel Plan in accordance with the timescales contained therein and for the duration set out therein;
 - 1.4 to comply with the terms of the approved Residential Travel Plan throughout its lifetime and procure that the Travel Plan Co-ordinator complies with its obligations and duties set out in the Residential Travel Plan for the duration of its appointment;
 - 1.5 to appoint a nominated Travel Plan Co-ordinator and notify the details of the Travel Plan Co-ordinator to the HDM in accordance with the provisions of the approved Residential Travel Plan;
 - 1.6 to procure that the Travel Plan Co-ordinator remains appointed for the duration of the Residential Travel Plan plus a period of 5 (five) years following Occupation of the final Dwelling and that it complies with its obligations and duties set out in the Residential Travel Plan for this period;
 - 1.7 to review the Residential Travel Plan annually for a period of 5 (five) years following Occupation of 90% of the Dwellings in accordance with the provisions of the approved Residential Travel Plan and submit the results of each review to the HDM within 3 (three) months of the anniversary of occupation of 90% of the Dwellings; and
 - 1.8 to have regard to any reasonable recommendations made by the Council from each annual review and incorporate and implement such recommendations.

Schedule 3
CONTRIBUTIONS

Carbon Offset Contribution

1. The Owner covenants:
 - 1.1. To pay the Carbon Offset Contribution to the Council prior to the Occupation Date
 - 1.2. Not to Occupy or permit Occupation of any Dwelling unless and until the Carbon Offset Contribution has been paid to the Council

Healthcare Contribution

2. The Owner covenants:
 - 2.1. To pay the Healthcare Contribution to the Council prior to the Commencement of Phase 2
 - 2.2. Not to Commence Development of Phase 2 unless and until the Healthcare Contribution has been paid to the Council

Off-site Play Contribution

3. The Owner covenants:
 - 3.1. To pay the Off-site Play Contribution to the Council prior to the Occupation Date
 - 3.2. Not to Occupy or permit Occupation of any Dwelling unless and until the Off-site Play Contribution has been paid to the Council

Tree Replacement Contribution

4. The Owner covenants:
 - 4.1. To pay the Tree Replacement Contribution to the Council prior to Commencement of the Development
 - 4.2. Not to Commence Development unless and until the Tree Replacement Contribution has been paid to the Council

Village Green Contribution

5. The Owner covenants:
 - 5.1. To pay the Village Green Contribution to the Council prior to the Commencement of Development
 - 5.2. Not to Commence Development unless and until the Village Green Contribution has been paid to the Council

Travel Plan Monitoring Contribution

6. The Owner covenants:
 - 6.1. To pay the Travel Plan Monitoring Contribution to the Council as follows:

- 6.1.1. £1,000 on the Occupation Date and not Occupy any further Dwellings until such sum has been paid to the Council;
- 6.1.2. £1,000 on the first anniversary of the Occupation Date and not Occupy any further Dwellings until such sum has been paid to the Council;
- 6.1.3. £1,000 on the second anniversary of the Occupation Date and not Occupy any further Dwellings until such sum has been paid to the Council;
- 6.1.4. £1,000 on the third anniversary of the Occupation Date and not Occupy any further Dwellings until such sum has been paid to the Council; and
- 6.1.5. £1,000 on the fourth anniversary of the Occupation Date and not Occupy any further Dwellings until such sum has been paid to the Council.

Highway Contributions

7. The Owner covenants:

- 7.1 To pay the Traffic Management Order Administration Costs to the Council prior to the Commencement of Development.
 - 7.2 Not to Commence Development unless and until the Traffic Management Order Administration Costs have been paid.
8. If any of the financial contributions in this Schedule are not paid to the Council within timescales stipulated in this Agreement then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment.

Schedule 4

ON-SITE AFFORDABLE HOUSING

Subject to the provisions of Schedule 4 to this Agreement, the Owner covenants with the Council as follows:

1. AFFORDABLE HOUSING GENERAL PROVISIONS

- 1.1. To deliver, as a minimum, the Affordable Housing Dwellings.
- 1.2. To submit to the Council the Affordable Housing Plan in accordance with the affordable dwelling mix for each Phase prior to Commencement of each Phase and to not Commence each Phase until the Affordable Housing Plan has been approved by the Council
- 1.3. To construct or procure the construction of the Affordable Housing Dwellings in accordance with the Affordable Housing Plan and the quality standards in the Mayor of London's Housing Supplementary Planning Guidance unless otherwise agreed in writing with the Council
- 1.4. To not Occupy or permit to be Occupied:
 - 1.4.1. more than 20% of the Open Market Dwellings until 28.5% of the Affordable Housing Dwellings have been constructed and transferred to a Registered Provider;
 - 1.4.2. more than 40% of the Open Market Dwellings until 65.6% of the Affordable Housing Dwellings have been constructed and transferred to a Registered Provider;
 - 1.4.3. more than 70% of the Open Market Dwellings until 100% of the Affordable Housing Dwellings have been constructed and transferred to a Registered Provider.
- 1.5. To enter into a Nomination Agreement with the Council prior to Occupation of any London Affordable Rented Dwelling but for the avoidance of doubt this shall not apply to first lets of Replacement Social Rent Dwellings (unless a Replacement Social Rent Dwelling is not used by an Existing Tenant then that unit shall be treated as an Additional Affordable Housing Dwelling and shall be subject to a Nomination Agreement.)
- 1.6. The London Living Rent Dwellings shall not be let to any person other than an Eligible Renter.
- 1.7. The Shared Ownership Dwellings shall not be sold to any purchaser other than an Eligible Purchaser, except where the Lessee of a Shared Ownership Dwelling has staircased to 100 per cent equity.
- 1.8. Not less than nine (9) months prior to the estimated date of practical completion of the first Intermediate Housing unit to be practically completed within a Phase, the Owner or the Registered Provider shall submit an Intermediate Housing Marketing Plan for that Phase to the Council for approval and such units shall be marketed and disposed of in accordance with the approved Intermediate Housing Marketing Plan for that Phase PROVIDED THAT if the Council has not issued a decision in respect of the acceptability of the submitted Intermediate Housing Marketing Plan within eight (8) weeks of submission, or within an extended period of time agreed with the applicant, the Intermediate Housing Marketing Plan shall be deemed to be approved and the Owner may commence marketing of the Intermediate Housing subject to paragraph 1.9 of this Schedule.
- 1.9. No marketing of any of the Intermediate Housing units within a Phase shall be carried out until the Intermediate Housing Marketing Plan has been approved in writing by the Council for that

Phase and that marketing of any Intermediate Housing should not commence before six (6) months of practical completion of any Intermediate Housing.

- 1.10. To ensure that any transfer or lease of any Affordable Housing Dwellings to an owner-occupier or tenant:
 - 1.10.1. Be free from any encumbrances save for any existing encumbrances and such rights reservations and covenants as are necessary to enable the Owner to develop the Land in accordance with the Planning Permission;
 - 1.10.2. Grant full and free rights of access from the public highway to the Affordable Housing Dwellings and to all external communal areas and internal communal areas (within the block within which the relevant Affordable Housing Dwelling is located only)
 - 1.10.3. Grant full and free passage of water soil electricity gas and other services that are reasonably necessary for the enjoyment of the Affordable Housing Dwellings through the pipes drains channels wires cables and conducts which shall be in the adjoining land up to and abutting the boundary to the Affordable Housing Dwellings provided that all such services shall be connected to the mains

2. AFFORDABLE HOUSING USE

- 2.1. Save for the provisions of Paragraph 2.2 and 2.3 of this Schedule 4 the Affordable Housing Dwellings shall not be used for any purpose other than for Affordable Housing.
- 2.2. The provisions of this Agreement shall not be binding on any mortgagee or chargee (or any receiver (including an administrative receiver) 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 (each a **Receiver**)) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver provided that:
 - 2.2.1. Such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwelling(s);
 - 2.2.2. Such mortgagee, chargee or Receiver shall have used reasonable endeavours over a period of three (3) months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Registered Provider or to the Council for a consideration of not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interests costs and expenses;
 - 2.2.3. If such disposal has not completed within the three (3) month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwelling(s) free from the provisions of this Agreement which provisions shall determine absolutely
- 2.3. The provisions of this Agreement shall not apply to any Protected Tenant, any mortgagee or chargee or a Protected Tenant or any person deriving title from a Protected Tenant or any successor in title of a Protected Tenant and their respective mortgagees and chargees.

Schedule 5
VIABILITY REVIEW

DEFINITIONS

“Affordable Housing Target Tenure Split”	means a tenure split calculated on the net additional residential homes of 80 per cent London Affordable Rent Dwellings and 20 per cent Shared Ownership Dwellings.
“Additional Affordable Housing Scheme”	<p>means a scheme to be prepared by the Owner and submitted to the Council detailing the Additional Affordable Housing Units to be provided and which:</p> <ul style="list-style-type: none"> a) confirms which Open Market Dwellings are to be converted into Additional Affordable Housing Units and to which tenure(s); b) (only with the prior written agreement of the Council) provides alternative proposals as to how the Additional Affordable Housing Units may be provided which for the avoidance of doubt may be by provision of Affordable Housing within any part of the remaining Development; c) contains 1:50 plans showing the location, size and internal layout of the Additional Affordable Housing Unit(s); and d) provides a timetable for construction and delivery of the Additional Affordable Housing Units;
“Additional Affordable Housing Units”	means in relation to the Early Stage Review or Mid Stage Review, units to be provided and converted into Affordable Housing on the Land pursuant to an Additional Affordable Housing Scheme as part of the Development in addition to the Affordable Housing Base Provision;
“Affordable Housing Base Provision”	<p>means the 221 Affordable Housing Dwellings consisting of:</p> <ul style="list-style-type: none"> a) 143 Replacement Social Rent Dwellings (comprising 350 habitable rooms) b) 21 London Affordable Rent Dwellings (comprising 58 habitable rooms) c) 10 London Living Rent Dwellings (comprising 23 habitable rooms) d) 47 Shared Ownership Dwellings (comprising 120 habitable rooms)
“Component”	<p>means a part of the Development including but not limited to:</p> <ul style="list-style-type: none"> (a) Open Market Dwellings; (b) Affordable Housing; (c) Additional Affordable Housing Units; (d) commercial units; (e) any other floorspace; (f) property; and (g) land;
“Disposed”	means the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development

<p>“Development Viability Information”</p>	<p>Means:</p> <p>a) in respect of the Early Stage Review, an Updated Viability Appraisal and (if a Surplus Arises) an Additional Affordable Housing Scheme;</p> <p>b) in respect of the Mid Stage Review, an Updated Viability Appraisal and (if a Surplus Arises) an Additional Affordable Housing Scheme;</p> <p>b) in respect of the Late Stage Review, an Updated Viability Appraisal</p>
<p>“Early Stage Review”</p>	<p>means a review of the viability of the Development in accordance with this Schedule 5</p>
<p>“External Consultant”</p>	<p>means an independent and suitable person holding appropriate professional qualifications</p>
<p>“Late Stage Review”</p>	<p>means a review of the viability of the Development in accordance with this Schedule 5</p>
<p>“Late Stage Review Cap”</p>	<p>Means the late stage review cap calculated in accordance with the formula in Annex 2 of this Schedule 5</p>
<p>“Late Stage Review Contribution”</p>	<p>means a financial contribution for the provision of off-site Affordable Housing in the Council’s administrative area, the value of which is equivalent to the Surplus Arising from the Late Stage Review subject to the Late Stage Review Cap.</p>
<p>“Late Stage Review Date”</p>	<p>means the date on which 75 per cent of the Dwellings have been Occupied;</p>
<p>“Market Value”</p>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <p>(a) a willing seller and a willing buyer;</p> <p>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p>
<p>“Mid Stage Review”</p>	<p>means a review of the viability of the Development in accordance with this Schedule 5</p>

"Mid Stage Review Date"	means the date on which 50 per cent of the Dwellings in Phase 2 have been Occupied;
"Relevant Review Date"	means either the date of the Early Stage Review Date, the Mid Stage Review Date or the Late Stage Review Date;
"Review Stage Developer Return"	is, in respect of each Updated Viability Appraisal, the profit on gross development value shown in that appraisal;
"Sale"	means (a) the sale of the freehold of the Development or part thereof; or (b) the grant of a lease of the Development or part thereof with a term of 125 years or more and subject to nominal rent; and "Sold" shall be construed accordingly;
"Substantial Implementation"	means the occurrence of the following in respect of the Development: (a) completion of all ground preparation works for Phase 1; (b) construction of the first floor slab of block W
"Substantial Implementation Target Date"	means the date 18 months from the date of grant of the Planning Permission
"Surplus Arises"	means, in relation to each Updated Viability Appraisal, that the Review Stage Developer Return exceeds the Target Return and "a Surplus Has Arisen" will be construed accordingly and "no Surplus Has Arisen" shall mean that the Review Stage Developer Return does not exceed Target Return
"Target Return"	means a return on gross development value for each of the following: - 15.00 per cent on gross development value for the commercial. - 17.50 per cent on gross development value for the private residential - 6 per cent on gross development value for the affordable housing less any grant funding attributable to these units.
"Updated Viability Appraisal"	means, as part of each Viability Appraisal, an update which must meet the requirements in Annex 1 to this Schedule
"Viability Appraisal"	means the Early Stage Review, Mid Stage Review or the Late Stage Review, as the context requires

PART 1 - EARLY VIABILITY REVIEW

1 EARLY VIABILITY REVIEW TRIGGER

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 (ten) Working Days after such

date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than 5 (five) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.

1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Part 1 of this Schedule, the Owner shall afford 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 Council shall:

1.3.1 provide the Owner with reasonable written notice of its intention to carry out such an inspection;

1.3.2 comply with relevant health and safety legislation; and

1.3.3 at all times be accompanied by the Owner or its agent.

1.4 No later than 20 (twenty) Working Days after the Council receives

1.4.1 notice pursuant to paragraph 1.1 of Part 1 of this Schedule; or

1.4.2 if the Council makes a request under paragraph 1.2 of Part 1 of this Schedule, the additional documentary evidence,

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

1.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then paragraph 1.1 to 1.4 of Part 1 of this Schedule shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 of Part 1 of this Schedule that the Substantial Implementation has been achieved.

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

1.6.1 the Council has notified the Owner pursuant to paragraph 1.4 of Part 1 of this Schedule that the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

1.6.2 the Council has notified the Owner pursuant to paragraph 3.6 of Part 1 of this Schedule that no Surplus Has Arisen; or

1.6.3 in the event that the Council notifies the Owner pursuant to paragraph 3.6 of Part 1 of this Schedule that a Surplus Has Arisen, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.8 below of Part 1 of this Schedule

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of Part 1 of this Schedule):

2.1.1 the Owner shall submit Development Viability Information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 of Part 1 of this Schedule) that the Substantial Implementation has not been achieved, on the basis that the Council may make such information publicly available; and

2.1.2 Paragraph 3 of Part 1 of this Schedule shall apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

3.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owner.

3.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:

3.2.1 The External Consultant must be appointed not later than 10 (ten) Working Days after submission of the Development Viability Information; and

3.2.2 Any External Consultant so appointed will report to the Council:

- a) not later than 20 (twenty) Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 3.3 of Part 1 of this Schedule; or
- b) not later than 20 (twenty) Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 3.4 of Part 1 of this Schedule, if a request is made under paragraph 3.3 of Part 1 of this Schedule .

3.3 Not later than 10 (ten) Working Days after submission of the information under paragraph 2.1.1 of Part 1 of this Schedule the Council and/or an External Consultant may request in writing from the Owner further information or supporting evidence for the relevant Development Viability Information that it reasonably requires.

3.4 The Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving a request under paragraph 3.3 of Part 1 of this Schedule.

3.5 The process in paragraphs 3.4 and 3.5 of Part 1 of this Schedule may be repeated until the Council and/or the External Consultant has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 3.2.2b), 3.3, 3.4 and 3.6.1 of Part 1 of this Schedule restarting accordingly.

3.6 Not later than:

- 3.6.1 35 (thirty-five) Working Days from the Development Viability Information above, if no request is made under paragraph 3.3 of Part 1 of this Schedule; or
- 3.6.2 25 (twenty-five) Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.4 of Part 1 of this Schedule, if a request is made under paragraph 3.3 of Part 1 of this Schedule

The Council shall notify the Owner in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.

- 3.7 Where the Council concludes that a Surplus Has Arisen but the Owner's initial submission concluded otherwise, or if any part of the Additional Affordable Housing Scheme submitted is not approved by the Council the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval within 10 (ten) Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6 of Part 1 of this Schedule.
- 3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7 of Part 1 of this Schedule, the Council shall notify the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 15 (fifteen) Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.7 of Part 1 of this Schedule and this paragraph 3.8 of Part 1 of this Schedule shall continue to apply mutatis mutandis.
- 3.9 Where the Council does not have internal resource to review Development Viability Information and appoints an External Consultant to review the Development Viability Information on its behalf, the Owner shall pay to the Council the reasonable and proper costs of appointing the External Consultant PROVIDED THAT:
 - 3.9.1 such costs are agreed in advance between the Owner and the Council;
 - 3.9.2 the Council shall not be obliged to consider the relevant report until such costs are agreed; and
 - 3.9.3 such payment shall be made within 25 (twenty-five) Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 4.1 Where it is determined pursuant to paragraph 3.6 of Part 1 of this Schedule that one or more Additional Affordable Housing Units are required the Owner shall deliver the Additional Affordable Housing Units in accordance with the approved Additional Affordable Housing Scheme prior to the Mid Stage Review Date Provided That the exclusions in paragraphs 2.2 and 2.3 of Schedule 4 shall apply to any Additional Affordable Housing Units.

PART 2 – MID STAGE VIABILITY REVIEW

5 MID STAGE REVIEW TRIGGER

- 5.1 The Owner shall notify the Council in writing of the anticipated Mid Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

6 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

6.1 No later than 20 (twenty) Working Days after the Mid Stage Review Date notified to the Council pursuant to paragraph 5.1 of Part 2 of this Schedule, the Owner shall submit to the Council the Development Viability Information on the basis that the Council may make such information publicly available.

7 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

7.1 The Council shall assess the Development Viability Information and assess whether in its view a Surplus Has Arisen and whether the Development Viability Information is approved and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence subject to such evidence also being provided to the Owner.

7.2 The Council may appoint an External Consultant to assess the Development Viability Information PROVIDED THAT:

7.2.1 The External Consultant must be appointed not later than 10 (ten) Working Days after submission of the Development Viability Information; and

7.2.2 Any External Consultant so appointed will report to the Council:

i not later than 20 (twenty) Working Days after the date of receipt by the External Consultant of the Development Viability Information, if no request is made under paragraph 7.3 of Part 2 of this Schedule; or

ii not later than 20 (twenty) Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 7.4 of Part 2 of this Schedule, if a request is made under paragraph 7.3 of Part 2 of this Schedule.

7.3 Not later than 10 (ten) Working Days after submission of the information under paragraph 6.1 of Part 2 of this Schedule the Council and/or an External Consultant may request in writing from the Owner further information or supporting evidence for the relevant Development Viability Information that it reasonably requires.

7.4 The Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving a request under paragraph 7.3 of Part 2 of this Schedule.

7.5 The process in paragraphs 7.4 and 7.5 of Part 2 of this Schedule may be repeated until the Council and/or the External Consultant has all the information it reasonably requires to assess whether in their view a Surplus Has Arisen, with the periods in 7.2.2 ii), 7.3, 7.4 and 7.6.1 of Part 2 of this Schedule restarting accordingly.

7.6 Not later than:

7.6.1 35 (thirty-five) Working Days from the Development Viability Information above, if no request is made under paragraph 7.3 of Part 2 of this Schedule; or

7.6.2 25 (twenty-five) Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 7.4 of Part 2 of this Schedule, if a request is made under paragraph 7.3 of Part 2 of this Schedule

The Council shall notify the Owner in writing of the Council's intended decision as to whether any Surplus Has Arisen and whether the Development Viability Information is approved.

- 7.7 Where the Council concludes that a Surplus Has Arisen but the Owner's initial submission concluded otherwise, or if any part of the Additional Affordable Housing Scheme submitted is not approved by the Council the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval within 10 (ten) Working Days of the date on which it receives the Council's notice pursuant to paragraph 7.6 of Part 2 of this Schedule.
- 7.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 7.7 of Part 2 of this Schedule, the Council shall notify the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 15 (fifteen) Working Days of receipt of the submission and, if the Additional Affordable Housing Statement is not approved, paragraph 7.7 of Part 2 of this Schedule and this paragraph 7.8 of Part 2 of this Schedule shall continue to apply mutatis mutandis.
- 7.9 Where the Council does not have internal resource to review Development Viability Information and appoints an External Consultant to review the Development Viability Information on its behalf, the Owner shall pay to the Council the reasonable and proper costs of appointing the External Consultant PROVIDED THAT:
- 7.9.1 such costs are agreed in advance between the Owner and the Council;
- 7.9.2 the Council shall not be obliged to consider the relevant report until such costs are agreed; and
- 7.9.3 such payment shall be made within 25 (twenty-five) Working Days of presentation of an invoice and provision of reasonable evidence such as appointment letter and itemised invoice.

8 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 8.1 Where it is determined pursuant to paragraph 7.6 of Part 2 of this Schedule that one or more Additional Affordable Housing Units are required the Owner shall deliver the Additional Affordable Housing Units in accordance with the approved Additional Affordable Housing Scheme prior to the Late Stage Review Date Provided That the exclusions in paragraphs 2.2 and 2.3 of Schedule 4 shall apply to any Additional Affordable Housing Units.

PART 3 – LATE STAGE VIABILITY REVIEW

9 LATE STAGE REVIEW TRIGGER

- 9.1 The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 20 (twenty) Working Days in advance of that date.

10 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 10.1 No later than 20 (twenty) Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 9.1 of Part 3 of this Schedule, the Owner shall submit to the Council the Development Viability Information on the basis that the Council may make such information publicly available.

11 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 11.1 The Council shall assess the Development Viability Information and assess whether a Late Stage Review Contribution is payable and, if so, how much and the Council (acting reasonably)

12 PUBLIC SUBSIDY

Nothing in this Agreement shall prejudice any contractual obligation on the Owner to repay or reimburse any public subsidy using any surplus profit that is to be retained by the Owner following a Viability Appraisal.

13 DISPUTE RESOLUTION

Any dispute as to the matters set out in this Schedule may be referred by either party to an Expert in accordance with clause 14 of this Agreement.

ANNEX 1 TO SCHEDULE 5

REQUIREMENTS FOR UPDATED VIABILITY APPRAISALS AND APPLICATION OF SURPLUS

1 BASIS OF EACH REVIEW

1.1 Each Updated Viability Appraisal will be carried out using Argus software or an alternative model agreed with the Council (e.g., excel). with "Day 1" being the date of this Agreement.

1.2 Each Updated Viability Appraisal will reflect:

1.3 Revenues

1.3.1 The revenues and timings of receipts for the Open Market Dwellings and commercial Components will be evidenced through the actual revenue received by the Owner at first sale. Where the Open Market Dwellings and commercial Components have not been Sold, the value of these Components shall be evidenced through an assessment of Market Value based on available comparable evidence.

1.3.2 The revenues and timings of receipts for the Affordable Housing Dwellings will be evidenced through the actual revenue received by the Owner at first sale and any public subsidy used to purchase the Affordable Housing Dwellings should be separately identified and included in the appraisal in line with paragraph 1.3.3 of Annex 1 to Schedule 5.

1.3.3 Any public subsidy received by the Owner shall be included in the Updated Viability Appraisal.

1.4 Costs

1.4.1 All costs reasonably incurred in the delivery of the Development shall be included in the Updated Viability Appraisal. For the avoidance of doubt reasonable costs incurred prior to Day 1 shall be included in the Updated Viability Appraisal.

1.4.2 Costs will be supported by evidence including (but not limited to) details of payments made or agreed to be paid in a building contract, receipted invoices and costs certified by the Owner's quantity surveyor, costs consultant, agent or solicitor.

1.4.3 Where costs are yet to be incurred, these costs should be supported by comparable evidence or an explanation as to why they are a reasonable cost to be included within the Updated Viability Appraisal.

1.4.4 All costs shall be re-assessed with the exception of the following which should be fixed in the Updated Viability Appraisal:

Land cost – This is the existing use value of the existing social rent homes. This is to be fixed at a sum of £7,900,000 as agreed at the application stage.

Land cost – This is the existing use value of the existing garages. This is to be fixed at a sum of £467,508 as agreed at the application stage.

1.4.5 For the avoidance of doubt the above does not include the costs of acquiring the existing leaseholder homes, the existing commercial premises nor other site assembly costs which can be included in the Updated Viability Appraisal.

2 APPLICATION OF THE SURPLUS

- 2.1 The Owner agrees that, if a Surplus Arises under an Early Stage Review or Mid Stage Review, the Affordable Housing Base Provision will be increased and, in the case of the Late Stage Review, the Late Stage Review Contribution will be calculated in accordance with this paragraph 2 of Annex 1 to Schedule 5.
- 2.2 In the case of the Early Stage Review or Mid Stage Review, the number of Additional Affordable Housing Units provided will be equal to the increase in the number of Affordable Housing Dwellings (at the tenure split specified under paragraph 2.4 below) that is required in order for the Review Stage Developer Return in the Updated Viability Appraisal to reduce to the Target Return, the effect being to apply all of the surplus to Affordable Housing.
- 2.3 If any required increase in Affordable Housing Dwellings is not a whole number of units then anything less than 0.5 will be rounded down to the next whole number and anything equal to or greater than 0.5 will be rounded up to the next whole number.
- 2.4 The tenure split of any Additional Affordable Housing Units must be such that, after taking into account these units and excluding the Replacement Social Rent Dwellings, the Development would continue to comply with the Affordable Housing Target Tenure Split subject to it being practically reasonable to do so.
- 2.5 The Additional Affordable Housing Units must be shown in an Additional Affordable Housing Scheme, and for the avoidance of doubt Additional Affordable Housing Units can be located in any Phase yet to come forward.
- 2.6 In the case of the Late Stage Review, the amount of the Late Stage Review Contribution shall be 60% of any Surplus Arising from the Late Stage Review and shall not exceed the Late Stage Review Cap

ANNEX 2 TO SCHEDULE 5 – LATE STAGE VIABILITY APPRAISAL

FORMULA FOR CALCULATING LATE STAGE REVIEW CAP

Definitions:

Average Open Market Housing Value means the average value of the Open Market Dwellings on a habitable room basis determined at the Relevant Review Date based on the relevant information provided;

Average Affordable Rent Housing Value means the average value of the London Affordable Rent Dwellings on a habitable room basis determined at the Relevant Review Date based on the relevant information provided;

Average Intermediate Housing Value means the average value of the Shared Ownership Dwellings on a habitable room basis determined at the Relevant Review Date based on the relevant information provided;

X = Late Stage Review Cap

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

Where:

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

B = Average Affordable Rent Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = The average habitable room size for the Development

E =

- No. of habitable rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.6 of Part 1 of Schedule 5; or
- No. of habitable rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.6 of Part 1 of Schedule 5,

being the shortfall in London Affordable Rent Dwellings (by habitable room) when compared with the Affordable Housing Target Tenure Split.

F =

- No. of habitable rooms, where Additional Affordable Housing Units were not required to be provided pursuant to paragraph 3.6 of Part 1 of Schedule 5; or
- No. of habitable rooms, where Additional Affordable Housing Units were required to be provided pursuant to paragraph 3.6 of Part 1 of Schedule 5,

being the shortfall in Shared Ownership Dwellings (by habitable room) when compared with the Affordable Housing Target Tenure Split.

Schedule 6

OPEN SPACE, PLAYSPACE AND SUDS

The Owner covenants as follows:

1. To submit the Open Space Works Specification for each Phase to the Council for its approval prior to Commencement of that Phase PROVIDED THAT if the Council has not issued a decision in respect of the acceptability of the submitted Open Space Works Specification within 8 weeks of submission, or with a period of time agreed with the applicant through an extension of time limit, the Open Space Works Specification shall be deemed to be approved and the Owner may Commence Development.
2. To submit the Open Space Management Plan for each Phase to the Council for its approval prior to Occupation of that Phase PROVIDED THAT if the Council has not issued a decision in respect of the acceptability of the submitted Open Space Management Plan within 8 weeks of submission, or with a period of time agreed with the applicant through an extension of time limit, the Open Space Management Plan shall be deemed to be approved and the Owner may Occupy the development.
3. To deliver and maintain the Open Space in accordance with the Open Space Works Specification and Open Space Management Plan at all times from the Occupation Date of each Phase to the reasonable satisfaction of the Council.
4. To provide the drinking water fountain as shown on drawing ref LD-PLN-203 on the Land prior to Occupation of the Community Centre.
5. To keep the Open Space open, unbuilt upon (save for permitted play equipment or other items ancillary to its use) and available for public recreation use (save for the SuDS) in perpetuity, save for:
 - a. any closure which is reasonably and urgently necessary for public safety or emergency maintenance;
 - b. the requirement to carry out maintenance, cleaning, renewal and necessary or required works, or other structural or non-structural alteration, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public; or
 - c. occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law.

Schedule 7

HIGHWAY WORKS

1. The Owner covenants to neither Occupy nor permit the Occupation of any Dwelling nor use the Community Centre or Maker Lab until:
 - a. an agreement under Section 278 of the Highways Act 1980 to construct the Highways Works within the relevant Phase has been entered into; and
 - b. the Highways Works within that Phase have been Practically Completed with the exception of the Southern Phase 1 Highways Works which will be Practically Completed prior to Occupation of Phase 3.

2. The Owner agrees:
 - a. not to Commence Phase 1 until an order has been made under S247 of the Town and County Planning Act 1990 to stop up the western section of Ham Close shown on Plan 4; and
 - b. not to Commence Phase 2 until an order has been made under S247 of the Town and Country Planning Act 1990 to stop up the eastern section of Ham Close shown on Plan 4.

Schedule 8

EMPLOYMENT AND SKILLS

Part 1 – Employment and Skills Plan

The Owner covenants with the Council as follows:

1. To submit the Employment and Skills Plan to the Council for its approval prior to Commencement of the Development, such plan to include strategies to work with the Council and other relevant organisations and to use reasonable endeavours to deliver the following:
 - a. At least 40 sustainable construction jobs filled by local people;
 - b. At least 24 apprenticeships for local people;
 - c. Local youth employment opportunities for residents and students such as industry placements, internships, work experience and mentoring;
 - d. Working with the Council to enable local business to bid for contracts to supply goods and services;
 - e. Engagement with local services and business to ensure that opportunities are accessible early by local businesses and residents including local advertising of roles, mentoring and liaison with statutory agencies.
2. Not to Commence Development until the Employment and Skills Plan has been approved in writing by the Council PROVIDED THAT if the Council has not issued a decision in respect of the acceptability of the submitted Employment and Skills Plan submitted in accordance with paragraph 1 within 8 weeks of submission, or with a period of time agreed with the applicant through an extension of time limit, the Employment and Skills Plan shall be deemed to be approved and the Owner may Commence Development
3. To implement the approved Employment and Skills Plan unless otherwise agreed in writing by the Council.

Part 2 – Employment and Skills Agreement

- 1 The Owner covenants with the Council to:
 - 1.1 provide the Council's employment development officer (hereafter "EDO") with a named contact who will be responsible for implementing the provisions of this Local Employment Agreement;
 - 1.2 use reasonable endeavours to ensure that any contractors or sub-contractors appointed engage as fully as possible with the Council's EDO;
 - 1.3 use reasonable endeavours to ensure that local businesses (including local contractors, sub-contractors and suppliers) are provided with:
 - 1.3.1 information about the Development and the provisions of this Local Employment Agreement; and
 - 1.3.2 opportunities to tender for all appropriate contracts or sub contracts that arise as a consequence of the Development both during the construction phase and with new tenants who will occupy the commercial floorspace in the completed Development where available and practicable with at least 20% (twenty per cent) of supplies and

services to be provided by local businesses where this is possible, practicable, commercially viable and in compliance with all relevant laws;

- 1.4 ensure that the provisions of this Local Employment Agreement are reflected in an Employment and Skills Plan and are included in the tender documentation issued to their prospective contractors and sub-contractors, and to ensure that:
 - 1.4.1 they incorporate the provisions of this Local Employment Agreement in their tender responses and commit to ensuring that local people and local businesses are able to benefit directly from all employment and training activity arising from the construction of the Development;
 - 1.4.2 any company invited by the Owner, their contractors or sub-contractors to tender for work will be given clear written details of the requirement of local employment and training and the use of local businesses including local contractors and sub-contractors prior to the receipt of any bid;
 - 1.4.3 the Council's EDO is provided by the Owner, its contractors and sub-contractors with notification of all job vacancies subcontract opportunities and opportunities for the supply of goods and services as soon as reasonably practicable after such vacancies/opportunities occur;
 - 1.4.4 the Council's EDO will be provided with regular information regarding the numbers of residents and businesses benefiting from these opportunities, including such information as to ensure that the Council is meeting its obligations under the Equality Act 2010;
 - 1.4.5 the Council's EDO will be provided by the Owner and their contractors, sub-contractors and tenants with a full schedule of work (including an indication of the workforce required) prior to commencement of demolition of any buildings and in more detail throughout the construction of the Development in a timely manner that allows for effective preparation by the Council's EDO to meet the provisions of this Local Employment Agreement; and
 - 1.4.6 subject to complying with all Health and Safety regulations and restrictions use reasonable endeavours to ensure that adequate opportunities are made available by the Owner, its contractors and sub- contractors to enable schools and other educational establishments in the local area to provide students with work experience and to create a positive link between schools and employers on the Development;
- 1.5 use reasonable endeavours to secure the placement of apprenticeships during the construction stages of the development to be agreed as part of the Employment and Skills Plan.
- 2 The Owner will use reasonable endeavours to collaborate with the Council's EDO in seeking the agreement of main and sub-contractors appointed in connection with the construction of the Development to participate in the Council's EDO's agreed initiatives for access to employment for local labour listed below:
 - 2.1 pre employment training pipelines and offering work placements for over 25's or those unable to take up apprenticeships;
 - 2.2 advertisement of jobs within the Council's "Work Match Scheme";
 - 2.3 apprenticeships where the person is working towards a formal qualification; and

2.4 the Owner, commercial tenants, main contractor and sub-contractors to engage with the Community Employment and Skills Events i.e. job / career fairs, local community events or with partner organisations that focus on employment and skills.

Schedule 9

'BE-SEEN' ENERGY MONITORING

The Owner covenants with the Council as follows:

1. Prior to the Occupation Date of each Phase, the Owner shall provide updated accurate and verified 'as-built' design estimates of the 'Be Seen' energy performance indicators for each Reportable Unit within that Phase, as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it). All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' as-built stage reporting webform. The Owner shall also confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
2. On the first anniversary of the Occupation Date of each Phase and at least for the following four years after that date, the Owner will provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit within each Phase as per the methodology outlined in the 'In-use stage' chapter / section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it). All data and supporting evidence shall be submitted to the GLA using the 'Be Seen' in-use stage reporting webform. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it) for at least five years.
3. In the event that the 'In-use stage' evidence submitted under paragraph 2 shows that the 'As-built stage' performance estimates derived from paragraph 1 have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be Seen' in-use stage reporting webform. An action plan comprising measures identified in paragraph 2 shall be submitted to and approved in writing by the Council (in consultation with the GLA), identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved should be implemented by the Owner as soon as reasonably practicable.

Schedule 10

COMMUNITY CENTRE AND MAKER LABS

The Owner covenants with the Council as follows:

Community Centre

1. To submit the Community Centre Specification to the Council prior to demolition of the existing community centre on the Land.
2. Not to demolish the existing community centre on the Land until the Community Centre Specification has been approved by the Council.
3. To construct the Community Centre in accordance with the approved Community Centre Specification and ensure the Community Centre is handed over with the freehold to the Council and made available for public use prior to the earlier of: (i) the closure of the existing community centre on the Land; and (ii) the Occupation of the first Dwelling in Phase 2.
4. The Community Centre shall be managed and maintained for community use for the lifetime of the development.

Maker Labs

5. To submit the Maker Labs Specification to the Council prior to demolition of the existing maker labs on the Land.
6. Not to demolish the existing maker labs on the Land until the Maker Labs Specification has been approved by the Council.
7. To construct the Maker Labs in accordance with the approved Maker Labs Specification and ensure that the Maker Labs is handed over with the freehold to the Council and made available for public use prior to the earlier of: (i) closure of the existing maker labs on the Land; (ii) the Occupation of the first Dwelling in Phase 2.
8. The Maker Labs shall be managed and maintained for creative uses for the benefit of the community for the lifetime of the development.