

DATED this 24th day of April 2024

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON
THAMES**

-and-

WESTCOMBE DEVELOPMENTS LIMITED

-and-

BANK OF INDIA

PLANNING OBLIGATION

made under section 106 of the Town and Country Planning Act 1990 and all
other enabling powers
relating to Kingston Bridge House, Church Grove, Hampton Wick, KT1 4AG in
the London Borough of Richmond Upon Thames



South London Legal Partnership

SLLP is a legal service provided by the London Boroughs of
MERTON KINGSTON RICHMOND SUTTON WANDSWORTH

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THIS DEED is made this 24th day of April 2024

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ (the "Council")
- (2) **WESTCOMBE DEVELOPMENTS LIMITED** (Company Registration Number [REDACTED])
[REDACTED] (the "Owner")
- (4) **BANK OF INDIA** (incorporated in India) of [REDACTED]
[REDACTED]
[REDACTED] (the "Mortgagee")

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations in this Deed.
- (B) The Owner is the registered proprietor of the freehold interest in the Land registered at HM Land Registry under title number MX416937 subject to the charge in favour of the Mortgagee.
- (C) The Mortgagee has a registered charge over the Land dated 31 March 2021

- (D) On 29 March 2022 the Owner made the Application to the Council for the Planning Permission to carry out the Development.
- (E) On 6 December 2023 the Council's Planning Committee resolved to grant the Planning Permission for the Development subject to conditions, informatives and completion of this Deed.
- (F) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development in compliance with Regulation 122 of the CIL Regulations.
- (G) The Parties have agreed to enter into this Deed to secure the planning obligations set out in this Deed with the intention that the terms set out in this Deed should be binding not only on the Parties, but also upon their successors in title and any person claiming title through, under or in trust for them unless otherwise expressly stated in this Deed

NOW THIS DEED WITNESSES as follows:

1. INTERPRETATION

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

"1990 Act"	means the Town and Country Planning Act 1990 (as amended)
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<p>“Additional Affordable Housing Scheme”</p>	<p>means a scheme to be submitted to the Council in accordance with Schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided (if applicable) and which:</p> <ul style="list-style-type: none"> (a) confirms the Open Market Housing Units that are to be converted into London Shared Ownership Housing; (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units; (d) ensures that the Additional Affordable Housing Units are spread across the Development appropriately;
	<p>sets out the amount (if any) of any financial contribution payable towards offsite Affordable Housing if the circumstances set out in ‘Part 2 Early Stage Review, Section 4 and Part 3 Late Stage Review Section 8’ of Schedule 3 applies.</p>
<p>“Additional Affordable Housing Units”</p>	<p>means those Open Market Housing Units which an Early Stage Review concludes can be converted to Affordable Housing and are to be provided within the Development in accordance with the Additional Affordable Housing Scheme</p>
<p>“Affordable Housing”</p>	<p>means , Social Rented Housing, and London Shared Ownership Housing provided to eligible people whose needs are not met by the market (pursuant to the Frequently Asked Questions at Appendix 1 4) and which housing should:</p> <ul style="list-style-type: none"> (a) meet the needs of Eligible Purchasers or renters including availability at a cost low enough for them to afford, determined with

	<p>regard to local incomes and local housing prices, and</p> <p>(b) include provision for the home to remain at an affordable price for future Eligible Households, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963).</p>
“Affordable Housing Cap”	means the equivalent of 50% by Habitable Room of the Residential Units
“Affordable Housing Construction Standard”	means the construction standard to be applied to the Affordable Housing Dwellings which construction standard shall be either Category M4(2) or Category M4(3)(2)(b) (accessible) as appropriate and as set out within the Affordable Housing Plan at Schedule 11, Part 2, Plan 2A.
“Affordable Housing Provider”	means a provider of Affordable Housing by virtue of their being a Regulator of Social Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) or an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding or any other body specialising in the provision of Affordable Housing and in each case either nominated or approved by the Council and the term “Affordable Housing Providers” shall be construed accordingly

“Affordable Housing Units”	means units of Affordable Housing, with all the affordable housing units being Social Rented as per the approved Tenure mix and shown on the Affordable Housing Plan at Schedule 11, Part 2, Plan 2A as elaborated on in the attached FAQ’s shown at Appendix 1.								
“Affordable Housing Plan”	means the plan showing the location of the Affordable Housing Units as shown in the Plan at Schedule 11, Part 2, Plan 2A of this agreement.								
“Affordable Housing Provider Disposal”	means a transfer of a freehold interest or grant of a long lease of not less than 125 years of an Affordable Housing Unit and/or Additional Affordable Housing Unit to an Affordable Housing Provider								
“Affordable Housing Tenure Split”	means: 100% (by Habitable Room) of the Affordable Housing Units to be provided as Social Rent housing								
“Air Quality Neutral”	means a development that meets, or improves upon, the Air Quality Neutral Transport Emissions Benchmark published in guidance from the GLA.								
“Air Quality Contribution”	means the sum of sixteen thousand nine hundred pounds (£16,900) Index Linked towards the delivery of air quality regulatory and compliance initiatives within the Borough								
“Approved Tenure Mix”	<p>means a total of 4 affordable housing units comprising of 4 Social Rented dwellings as follows:</p> <table border="1" data-bbox="592 1704 1376 1883"> <thead> <tr> <th data-bbox="592 1704 722 1883">Type of Units</th> <th data-bbox="722 1704 942 1883">Quantum of 1 Bed 2 Person Units</th> <th data-bbox="942 1704 1157 1883">Quantum of 2 Bed 3 Person Units</th> <th data-bbox="1157 1704 1376 1883">Quantum of 3 Bed 4 Person Units</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Type of Units	Quantum of 1 Bed 2 Person Units	Quantum of 2 Bed 3 Person Units	Quantum of 3 Bed 4 Person Units				
Type of Units	Quantum of 1 Bed 2 Person Units	Quantum of 2 Bed 3 Person Units	Quantum of 3 Bed 4 Person Units						

	Social Rented	2 (x1 M4(3)(2) (b) Wheelchair accessible)	1	1
“Allocation Policy”	means the policy and procedure adopted by the Council to determine the eligibility and priority for allocation of the Affordable Housing Units			
“Approved Energy Statement”	means the energy statement approved as part of the Application, Sustainability and Energy Statement submitted by Bluesky Unlimited 10 March 2023.			
“Application”	means the application for planning permission submitted to the Council to carry out the Development and allocated reference number 22/1029/FUL			
“As-Built Part L Calculations”	means the certified final “As-Built” Building Regulations Part L calculations to be submitted to the Council confirming the actual on-site regulated carbon dioxide emissions reductions achieved by the Development and any offset carbon dioxide emissions reductions to be applied			
“Average London Shared Ownership Housing Value”	means the average value of London Shared Ownership Housing floorspace per square metre at the relevant Review Date based on the information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council			
“Average Open Market Housing Value”	means the average value of Open Market Housing Unit floorspace per square metre at the relevant Review Date based on the information provided to establish the Early Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council			

“Borough”	means the administrative area of the London Borough of Richmond upon Thames
“Build Costs”	<p>means the build costs of the Development supported by provision of evidence of these costs to the Council’s reasonable satisfaction including (but not limited to):</p> <p>(a) details of payments made or agreed to be paid in the relevant building contract;</p> <p>(b) receipted invoices;</p> <p>(c) costs certified by the Owner’s quantity surveyor, costs consultant or agent</p> <p>but excluding:</p> <p>(i) professional, finance legal and marketing costs;</p> <p>(ii) all the Owner’s internal costs including (but not limited to) project management costs, overheads and administrative expenses; and</p> <p>(iii) any costs arising from Fraudulent Transactions</p>
“Building Regulations”	means the Building Regulations 2010 as amended
“Carbon Offset Contribution”	means the sum of fourteen thousand one hundred and thirty pounds (£14,130) Index Linked to secure the delivery of CO2 emissions reductions on projects within the Borough.
“Car Club”	means a car club established and operated by the Car Club Operator which provides Motor Vehicles available for hire in the vicinity of the Land on a flexible basis and which residents of the Development and members of the general public may join

“Car Club Scheme”	means a scheme for the operation of a Car Club within the Development including (but not limited to) the location of the Car Club Parking Space and which is to be submitted to the Council
“Car Club Membership”	means membership of the Car Club free of any membership fee and cost to the Occupier of the Residential Unit for 2 years
“Car Club Operator”	means the operator of the Car Club being a company accredited by Carplus or otherwise approved by the Council in writing
“Car Club Parking Space”	means the car parking space used for the sole purpose of parking a car for the Car Club as shown on the Pedestrian Link and Car Club Plan at Schedule 11, Part 3, Plan 3.
“Carplus”	means the non-profit organisation registered under charity no. 1093980 known as “Carplus” (or its successor or equivalent organisation as may be agreed in writing with the Council) which promotes sustainable car use and development of car clubs and ride-sharing schemes in the United Kingdom including accreditation to car club operators
“Category M4(2)”	means category M4(2) of the Building Regulations;
“Category M4(3)(2)(a)”	means category M4(3)(2)(a) (adaptable) of the Building Regulations as shown on Plan 2B of the Agreement;
“Category M4(3)(2)(b)”	means category M4(3)(2)(b) (accessible) of the Building Regulations as shown on Plan 2B of the Agreement;
“Chargee”	means a mortgagee or chargee of the Preferred Provider or Affordable Housing Provider or any receiver or manager (including an administrative receiver or manager) appointed pursuant to the Law of Property Act 1925 or the successors in title to any such mortgagee, chargee, receiver or manager
“Clean Condition”	means free from any contamination which in the reasonable opinion of the HDM prejudice the use of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) for the purposes of Affordable Housing

<p>“Component”</p>	<p>means a part of the Development including but not limited to the following:</p> <ul style="list-style-type: none"> (a) Open Market Housing Units; (b) Affordable Housing Units; (c) Additional Affordable Housing Units; (d) any other floorspace; (e) property; and (f) land <p>and the expression “Components” shall be construed accordingly.</p>
<p>“CPZ”</p>	<p>means the Hampton Wick Controlled Parking Zone Reference X or any controlled parking zone amending or replacing the same in operation on the highways on which the Land abuts</p>
<p>“CIL Regulations”</p>	<p>means the Community Infrastructure Levy Regulations 2010 (as amended)</p>
<p>“Commencement of Development”</p>	<p>means commencement of the Development by the carrying out of a material operation as defined in section 56(4) of the 1990 Act but for the purpose of this Deed only excluding the following operations:</p> <ul style="list-style-type: none"> (a) ground investigations and/or site survey works; (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services; (c) construction of temporary boundary fencing or hoardings; (d) temporary diversion of highways; (e) archaeological investigation; (f) noise attenuation works;

	<p>(g) demolition works;</p> <p>(h) works of site clearance;</p> <p>(i) remediation works;</p> <p>(j) evacuation works to adjust ground levels on site; and</p> <p>(k) temporary display of advertisements</p> <p>and “Commence Development” shall be construed accordingly</p>
“Default Notice”	means a written notice of a Chargee’s intention to enforce the security of its mortgage or charge over the relevant Affordable Housing Units
“Development”	means the change of use of the building from student accommodation to provide 70 residential flats (C3 Use Class) including 4 social rent units, and 7 wheelchair accessible dwellings M4(3), facade and elevational alterations, infill extension at ground floor level and with associated landscaping, widening of two crossovers, access, parking/refuse provision and other external alterations.
“Disabled Persons Badge”	means a badge issued under section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation
“Disposal”	<p>means:</p> <p>(a) the Sale of a Residential Unit; or</p> <p>(b) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</p> <p>and “Dispose” and “Disposed” shall be construed accordingly</p>
“Draft Local Plan”	Publication Richmond Local Plan, June 2023. This was Submitted to the Planning Inspectorate in January 2024.

“Early Stage Review”	means an assessment of the Early Stage Review Development Viability Information pursuant to the provisions of Part 2 of Schedule 3.
“Early Stage Review Costs”	means the sum of: (a) the estimated Build Costs remaining to be incurred at the Early Stage Review Date; and (b) the Build Costs actually incurred at the Early Stage Review Date.
“Early Stage Review Date”	means the date of submission of the Early Stage Review Development Viability Information pursuant to paragraph 5 of Schedule 3 to this Deed
“Early Stage Development Review Viability Information”	means the information required by Formula 1b and Formula 2 being: (a) Estimated GDV; and (b) Estimated Build Costs; (c) Average Open Market Housing Value; (d) Average Low Cost Rent Housing Value; and (e) Average Intermediate Housing Value, including in each case supporting evidence to the Council’s reasonable satisfaction;
“Early Stage Review GDV”	means the sum of: (a) the estimated Market Value at the Early Stage Review Date of all Components of the Development based on detailed comparable evidence on the date of the submission of the Development Viability Information;
“Eligible Household”	means those persons who are assessed by the Council and/or the Registered Provider (or Affordable Housing Provider) as being eligible for Affordable Housing because of their inability to

	meet their housing needs requirements in the private sector market as a result of the relationship between housing costs and incomes
“Eligible Purchaser”	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000
“Eligible Renter”	means an Eligible Household without sufficient combined current savings to purchase a home in the Council’s administrative area whose Household Income at the date of renting the relevant Social Rented Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report (or such other replacement GLA guidance or policy) and the expression “Eligible Renters” shall be construed accordingly
“Employment and Training Obligations Plan Compliance Report”	means the report submitted by the Owner to the Council prior to the Occupation of the Development demonstrating how the commitments and undertakings within the agreed Employment and Training Obligations Plan have been met.
“Employment and Training Obligations Plan”	means the plan called “Employment and Training Obligations for Kingston Bridge House” as set out at Appendix 2.
“Employment and Training Obligations Monitoring Fee”	a charge of £2000 (Index linked) to monitor the delivery of the Employment and Training Obligations Plan via the submission and review of the Employment and Training Obligation Plan Monitoring Report and the Employment and Training Obligations Plan Compliance Report.
“Employment and Training Obligation	means the report submitted by the Owner to the Council not less than 10 (ten) weeks following the Commencement of Development demonstrating how the commitments and

Plan Monitoring Report	undertakings within the agreed Employment and Training Obligations Plan are being achieved.
“Exclusivity Period”	means the 12-month period following Practical Completion
“Expert”	means an independent and suitable person holding appropriate professional qualifications to be appointed under the dispute provisions in clause 9 of this Deed
“External Consultant”	means an independent and suitable person holding appropriate professional qualifications appointed by the Council to assess the Early Stage Review Development Viability Information and/or the Late Stage Review Development Viability Information
“Final Carbon Emissions Report”	means the report to be submitted prior to Occupation of the Development by the Owner to the Council showing the As-Built Part L Calculations and carbon performance of the Development as against the London Plan Carbon Emissions Target and the modelling contained within the Approved Energy Statement
“Formula 1b”	means the formula identified as “Formula 1b” within the annex to Schedule 3.
“Formula 2”	means the formula identified as “Formula 2” within the annex to Schedule 3.
“Formula 3”	means the formula identified as “Formula 3” within the annex to Schedule 3.
“Formula 4”	means the formula identified as “Formula 4” within the annex to Schedule 3.
“Fraudulent Transactions”	means: (a) transactions the purpose or effect of which is to:

	<p>(i) artificially reduce the Early Stage Review GDV or the Late Stage Review Estimated GDV; and/or</p> <p>(ii) artificially increase the Early Stage Review Build Costs or the Late Stage Review Estimated Build Costs; or</p> <p>(iii) a Disposal that is not an arm's length third party bona fide transaction.</p>
"GDV"	mean Gross Development Value
"GIA"	means the Gross Internal Area calculated in accordance with the RICS Code of measuring practice 6th edition, May 2015
"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes any room which is used as a kitchen with a floor area of 13 square metres or more, a living room, a dining room and a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls
"HDM"	means the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
"Highways Agreement"	<p>means an agreement between the Owner and the Council pursuant to section 38 and 278 of the Highways Act 1980 to secure the carrying out of the Highway Works which shall inter alia;</p> <p>1. include a specification and plans in respect of the Highway Works prepared by the Owner and approved by the Council (or provide for the Developer to submit to the Council a specification and plans in respect of the</p>

	<p>Highway Works for approval by the Council prior to the commencement of the Highway Works);</p> <ol style="list-style-type: none"><li data-bbox="644 429 1408 858">2. make provision for the issue of a certificate of practical completion upon the completion of the Highway Works, require the Owner to maintain the Highway Works (making good any defects) for a period of one year after the issue of the said certificate of practical completion and make provision for the Council to issue a certificate of final completion after the expiry of said one year maintenance period confirming the Council's adoption and future maintenance of the Highway Works;
	<ol style="list-style-type: none"><li data-bbox="644 982 1408 1513">3. make provision for the Owner to provide a deposit bond or other form of security (in the case of a deposit equal to 110% of the estimated cost of the Highway Works and in the case of a bond equal to the estimated cost of the Highway Works) to secure the carrying out of the Highway Works including provision for the reduction of such deposit bond or other form of security upon the issue of the said certificate of practical completion and the return/release of such deposit bond or other form of security upon the issue of the said certificate of final completion;<li data-bbox="644 1588 1408 1866">4. make provision for the payment to the Council of the Council's costs of securing all necessary traffic management orders required to facilitate the carrying out of the Highway Works and for the continued functioning of the highway network arising as a consequence of the Development;

	<p>5. make provision for the Owner to pay to the Council a reasonable fee in respect of the Council's costs of approving the specification and plans of the Highway Works and monitoring and supervising the carrying out of the Highway Works; and</p> <p>6. make provision for the Owner to pay to the Council the Council's reasonable legal costs of preparing negotiating and completing such agreement; and</p> <p>7. the payment of an inspection fee being the proper and reasonable costs incurred by the Council including the cost of any technical advice that is required before any feature or structure proposed as part of the Highways Works, inspecting highways plans, the construction of the Highways Works including any further remedial works (including any statutory undertakers' diversions, alterations and other works) to ensure that the Highway Works and any remedial works comply with the detailed design for the Highways Works in the approved highways plans</p> <p>such agreement to be substantially in the Council's standard form of highways agreement with such amendments as may be agreed between the parties.</p>
<p>"Highways Plan 1"</p>	<p>means the plan annexed at Part 3 of Schedule 11 Plan 5 identifying the location of Highway Works involving the widening of two of the existing vehicular crossovers on Church Grove.</p>
<p>"Highways Plan 2"</p>	<p>means the corner part of the pedestrian footpath situated on the south western corner of the site between Hampton Court Road and Church Grove that is currently within the curtilage of the Land and its subsequent dedication to the Council as highway</p>

	maintained at public expense of land as shown in Blue at Schedule 11, Part 3, Plan 4 of this agreement.
"Highway Works"	<p>means works comprising:</p> <p>(a) the corner part of the pedestrian footpath situated on the south western corner of the site between Hampton Court Road and Church Grove that is currently within the curtilage of the Land and its subsequent dedication to the Council as highway maintained at public expense of land as shown on the Schedule 11, Appendix 3, Plan 4 ; and</p> <p>(b) the widening of two of the existing vehicular crossover accesses to the development on the eastern side of Church Grove to facilitate safe vehicular access to and egress from the development for service vehicles.as shown on the Schedule 11, Part 3, Plan 5.</p>
"Homes England"	means the body known as Homes England and shall include any replacement or successor organisation to Homes England and for the purposes of this Deed references to Homes England shall include the Regulator of Social Housing where appropriate
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a Social Rented Housing Unit (as appropriate), share that unit with A and one another as the only or main residence of both A and such other persons
"HUDU"	NHS London Healthy Urban Development Unit
"HUDU Contribution"	means the sum of forty nine thousand pounds (£49,000) Index Linked towards the health and infrastructure provision
"Index"	means the BCIS all-in-tender price
"Index Linked"	means index linking of the financial contributions specified in this Deed to be increased from the date of this Deed to the date

	<p>of payment by reference to the BCIS Index. Index Linked means the recalculation (by way of an increase only) of the contributions by applying the following formula:</p> <p style="padding-left: 40px;">D = A x C/B where:</p> <p style="padding-left: 40px;">A = the contribution or part thereof specified in this Deed in pounds sterling;</p> <p style="padding-left: 40px;">B = the Index figure last published at the date of this Deed;</p> <p style="padding-left: 40px;">C = the Index figure last published at the date that A is payable; and</p> <p style="padding-left: 40px;">D = the quantum of money expressed in pounds sterling required to be paid to the Council</p> <p>PROVIDED THAT if the Index ceases to be compiled and published the said formula shall be applied mutatis mutandis (so far as it concerns periods after the Index has ceased to be compiled and published) by reference to such other index or publication as may be agreed from time to time with the Council</p>
<p>“Interest”</p>	<p>means the level of interest agreed by both parties within the accompanying viability assessment carried out on behalf of the applicant and Council. This level was agreed at 7% interest.</p>
<p>“Land”</p>	<p>means the land within which the Development is to take place and against which the obligations, covenants or undertakings in this Deed may be enforced which is known as and situated at Kingston Bridge House Church Grove Hampton Wick KT1 4AG and is shown for the purposes of identification only edged red on the Site Plan</p>

“Late Stage Review”	means an assessment of the Late Stage Review Development Viability Information pursuant to Part 3 of Schedule 3
“Late Stage Review Actual Costs”	means the Build Costs actually incurred at the Late Stage Review Date
“Late Stage Review Actual GDV”	<p>means the sum of:</p> <ul style="list-style-type: none"> (a) all gross receipts from any Sale of a Component of the Development at the Late Stage Review Date with detailed supporting evidence; (b) the Market Value of any Component of the Development that has been otherwise Disposed of at the Late Stage Review Date but not Sold; (c) all Public Subsidy; and (d) any Development related income from other sources
“Late Stage Review Affordable Housing Contribution”	means a financial sum to be paid to the Council for the provision of Affordable Housing outside of the Land but within the administrative area of the Council the precise value of which shall be calculated in accordance with Formula 3 and which sum shall not exceed the Late Stage Review Affordable Housing Contribution Cap
“Late Stage Review Affordable Housing Contribution Cap”	means a cap on the Late Stage Review Affordable Housing Contribution determined in accordance with Formula 4
“Late Stage Review Date”	means the date on which 75% of the Residential Units have been Occupied and / or are Disposed of

“Late Stage Review Development Information”	means the information required by Formula 3 and Formula 4 as set out in the Annex to Schedule 3 and including in each case supporting evidence to the Council’s reasonable satisfaction
“Late Stage Review Estimated Build Costs”	means the sum of (a) the estimated Build Costs remaining to be incurred at the Early Stage Review Date; and (b) the actual Build Costs incurred at the Late Stage Review Date
“Late Stage Review Estimated GDV”	means the estimated Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed of based on detailed comparable evidence
“Local Plan”	means the adopted Richmond Local Plan, which was adopted by the Council July 2018
“London Boroughs”	means the London Boroughs of Croydon, Kingston, Lambeth, Merton, Richmond, Sutton and Wandsworth
“London Design 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 or any successor documents
“Local Employment Agreement”	A commitment by the Owner to maximise the employment and training opportunities for Local People in line with the Employment and Training Obligations Plan.
“Local Businesses”	Businesses registered within the London Borough of Richmond.
“Local People”	a. Are a resident with a post code signifying that they live in the London Borough of Richmond.

	<p>b. Have a non-qualifying borough post code but are connected to London Borough of Richmond, where the Borough has a duty of care to the resident e.g. housed outside of their borough in Temporary Accommodation.</p>
“London Plan Annual Monitoring Report”	<p>means the monitoring report published annually by the Mayor of London which reviews the progress being made to implement the policies and address the objectives of the London Plan (or any replacement GLA guidance or policy)</p>
“London Shared Ownership Housing”	<p>means housing offered by an Affordable Housing Provider or an Affordable Housing Provider to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on a London Shared Ownership Lease and on London Shared Ownership Terms</p>
“London Shared Ownership Lease”	<p>means housing offered by an Affordable Housing Provider or an Affordable Housing Provider to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on a London Shared Ownership Lease and on London Shared Ownership Terms</p>
“London Shared Ownership Terms”	<p>means:</p> <ul style="list-style-type: none"> (a) the London Shared Ownership Housing Unit is offered in accordance with “shared ownership arrangements” as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision); (b) the Eligible Purchaser (or shared ownership lessee for the time being) has the right to carry out Staircasing and dispose of the relevant London Shared Ownership Housing Unit on the open market; and

	<p>(c) that average annual housing costs in relation to the relevant London Shared Ownership Housing Unit including Service Charges and mortgage payments (assuming reasonable interests rates and deposit requirements) must not exceed 28% of the relevant annual gross income upper limit (such 28% being equivalent to 40% of net income, with net income being assumed to be 70% of gross income) specified in the London Plan Annual Monitoring Report</p>
<p>“London Shared Ownership Housing Units”</p>	<p>means those Additional Affordable Housing Units (if any) to be made available as London Shared Ownership Housing in accordance with Schedule 3 of this Deed and the expression “London Shared Ownership Housing Unit” shall be construed accordingly</p>
<p>“Market Value”</p>	<p>means the price at which the Sale of any Component of the Development 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 of but not Sold) and assuming the following:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the relevant Component (having regard to the nature of the Component); (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
"Monitoring Fee"	means the sum of twelve thousand three hundred and ninety eight pounds and fifty pence (£12,398.50) to be paid to the Council towards the Council's costs of monitoring the covenants and obligations in this Deed (apart from those contained in Schedule 10 Local Employment Agreement)
"Motor Vehicle"	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway and the term "Motor Vehicles" shall be construed accordingly
"Nominations Agreement"	means the agreement relating to the nomination rights of the Council in respect of the Affordable Housing Units and any Additional Affordable Housing Units to be entered into between an Affordable Housing Provider and the Council prior to Occupation of those units and substantially in the form set out in Schedule 9 subject to any amendments or modifications as may be agreed between the parties to it.
"Occupation"	means the occupation of any part of the Development for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and the terms "Occupy" and "Occupied" shall be construed accordingly
Occupational Therapist	means the individual employed by the Council in the Housing and Regeneration Department from time to time in the role of occupational therapist such individual to be registered with the Health and Care Professions Council or its successor body

“Open Market Housing Units	means those Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units and “Open Market Housing Unit” shall be construed accordingly
“Parties”	means the Council the Owner and the Mortgagee
“Qualifying Persons”	means:- <ul style="list-style-type: none"> (a) a person or persons who were resident in the London Borough of Richmond upon Thames for a minimum of one year up to and including the date of their application or the date on which a decision is made on their application whichever is later; or (b) a person or persons detained in an institution or hospital who lived in the London Borough of Richmond upon Thames continuously for a minimum of one year prior to entering institution or hospital; or (c) a person or persons in the HM Armed Forces serving or having left services in the last 5 years
“Planning Permission”	means the planning permission for the Development resolved be granted by the Council subject to the prior completion of this Deed
“Play Space Contribution”	means the sum of thirty thousand one hundred and seventy five pounds (£30, 175) Index Linked to be paid to the Council towards the provision of off-site play facilities and equipment within the administrative area of the Council
“Post Commencement Target Date”	meaning the date being six (6) months from the Commencement of the Development
“Practical Completion”	means issue of a certificate by the Owner’s architect, civil engineer, or chartered surveyor as appropriate (or if constructed by a party other than the Owner, the issue of a certificate by that party’s architect, civil engineer, or chartered surveyor) certifying

	that the Development or a phase of the Development is for all practical purposes sufficiently complete to be put into use and "Practically Completed" shall be construed accordingly
"Public Subsidy"	means funding from the Council and/or the GLA including any additional public funding secured by the Owner to support the delivery of the Development
"Qualifying Occupier"	means the first Occupier of any Residential Unit and for the avoidance of doubt, in the event that there is more than one Occupier on first Occupation of a Residential Unit, only one person shall qualify as a Qualifying Occupier
"Regulator of Social Housing"	means the body established under part 2 of the Housing and Regeneration Act 2008 that is 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, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 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
"Residents Parking Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 (or such other

	relevant legislation) for the use of residents or occupiers of premises in the locality in which the Development is situated
“Residents Season Ticket”	means a parking permit issued to residents by that entitles the holder to access, exit and park a Motor Vehicle at a car park operated by the Council for an extended period of time and FOR THE AVOIDANCE OF DOUBT the term does not include: <ul style="list-style-type: none"> (a) parking tickets issued for one off use of a car park operated by the Council; or (b) car park season tickets issued to businesses
“Residential Units”	means the residential units to be provided as part of the Development comprising the Open Market Housing Units and the Affordable Housing Units
“Resolution to Grant”	means the date on which the Council’s Planning Committee resolves to grant planning permission subject to the prior completion of this Deed
“RP Disposal”	means a transfer of a freehold interest or grant of a long lease of not less than 125 years of an Affordable Housing Unit and/or Additional Affordable Housing Unit to a Preferred Provider or an Affordable Housing Provider
“RTA Purchaser”	means a tenant of a Social Rented Housing Unit who purchases that Social Rented Housing Unit under the provisions of the preserved right to buy pursuant to Part V of the Housing Act 1985 or the right to acquire pursuant to section 180 of the Housing and Regeneration Act 2008 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
“Sale”	means the grant of a lease of a Residential / Commercial Unit of the Development with a term of 125 years or more and subject to nominal rent and “Sold” shall be construed accordingly

“Scheme Target Return”	means a profit of 17.5% for the Open Market Dwellings and 6% for the Affordable Housing Units, as included in the viability assessment as a percentage of GDV
“Second Carbon Off Set Contribution”	means the contribution to be paid by the Owner to the Council prior to the first Occupation of the Development and calculated post construction and prior to Occupation in accordance with the following formula: CO2 emitted from the development (tonnes) per year minus CO2 target emissions (tonnes) per year x £95 x 30 years
“Service Charges”	means all amounts payable by either: i) an Eligible Renter of the relevant Social Rented 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 unit; or ii) an Eligible Purchaser of the relevant London Shared Ownership Housing Unit (as appropriate) as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the Affordable Housing Provider’s costs of management in relation to that London Shared Ownership Housing Unit
“Site Plan”	means the plan annexed at Part 1 of Schedule 11 Plan 1 to this Deed
“Social Rented Housing”	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents. Full definition of Social Rented Housing provided within Appendix 1

“Social Rent”	means rent for which guideline target rents are determined through the national rent regime and for which the rents shall be subject to an annual percentage increase of a maximum of CPI+1% thereafter, based upon the CPI rate published for the preceding September
“Social Rented Units”	means all those four (4) Affordable Housing Units to be let to eligible persons by an Affordable Housing Provider at a Social Rent pursuant to Schedule 3 of this Deed
“Staircasing”	means the acquisition of additional equity in a London Shared Ownership Housing Unit up to a 100% of the equity in that unit and “Staircased” shall be construed accordingly
“Statutory Undertaker”	means a statutory undertaker as defined by section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) (England) Order 2015 and shall include persons authorised under any enactment to carry on an undertaking for the supply of electricity gas water and any sewerage undertaking and shall also include the Environment Agency the holder of a licence to operate telecommunication systems the Civil Authority and the holder of a licence to supply cable television
“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 in 'Guidance on Rents for Social Housing and the Direction on the Rent Standard 2020' issued by the Ministry of Housing Communities and Local Government in April 2020 therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time

“Warehouse Asset of Community Value”	means the adjoining Warehouse Community Facility that has been designated as an Asset of Community Value pursuant of Part 5 of the Localism Act 2011 on 20/11/2023.										
“Warehouse Right of Way”	means the right of way shown coloured yellow on the Plan 6 Part 3, Schedule 11 to the Warehouse Asset of Community Value										
“Wheelchair Accessible Marketing Strategy”	means the strategy to be prepared by the Owner that sets out how the Wheelchair Accessible Units will be advertised during the Exclusivity Period to ensure that those who require wheelchair accessible housing are appropriately targeted and which shall specify that marketing efforts include details of the proposed advertising in specialist publications										
“Working Days”	means any day excluding Saturdays, Sundays and any bank holidays in England and shall be construed accordingly.										
“Wheelchair Accessible Unit Parking Space”	means a disabled parking space available to Wheelchair Accessible Unit occupants with a Motor Vehicle										
“Wheelchair User Units”	<p>means seven dwellings to be constructed to Building Regulation requirements (Market Units should be fitted out to M4(3)(2)(a) Standards and Social Rented Units should be fitted out to Category M4(3)(2)(b) Standards) within the following quantum:</p> <table border="1" data-bbox="595 1500 1387 1948"> <thead> <tr> <th data-bbox="603 1512 713 1736">Wheel chair Accessible</th> <th data-bbox="721 1512 807 1736">Type of Units</th> <th data-bbox="815 1512 995 1736">Quantum of 1 Bed 2 Person Units</th> <th data-bbox="1003 1512 1183 1736">Quantum of 2 Bed 3 Person Units</th> <th data-bbox="1191 1512 1372 1736">Quantum of 3 Bed 4 Person Units</th> </tr> </thead> <tbody> <tr> <td data-bbox="603 1747 713 1937">M4(3)(2)(a)</td> <td data-bbox="721 1747 807 1937">Open Market</td> <td data-bbox="815 1747 995 1937"><u>3</u></td> <td data-bbox="1003 1747 1183 1937"><u>3</u></td> <td data-bbox="1191 1747 1372 1937"><u>0</u></td> </tr> </tbody> </table>	Wheel chair Accessible	Type of Units	Quantum of 1 Bed 2 Person Units	Quantum of 2 Bed 3 Person Units	Quantum of 3 Bed 4 Person Units	M4(3)(2)(a)	Open Market	<u>3</u>	<u>3</u>	<u>0</u>
Wheel chair Accessible	Type of Units	Quantum of 1 Bed 2 Person Units	Quantum of 2 Bed 3 Person Units	Quantum of 3 Bed 4 Person Units							
M4(3)(2)(a)	Open Market	<u>3</u>	<u>3</u>	<u>0</u>							

	M4(3)(2)(b)	Social Rented	<u>1</u>	<u>0</u>	<u>0</u>
<p>The 6 Open Market Housing Units and 1 Social Rented Unit as shown on Plan 2B, Part 2 at Schedule 11 and being wheelchair user dwellings that are built to be wheelchair adaptable or accessible and ready for use by a person who is a wheelchair user in compliance with Category M4(3) 'wheelchair user dwellings' (or such amended or replacement provision) and the expressions "Wheelchair Accessible Units" and "Wheelchair Accessible" shall be construed accordingly.</p>					
"Visitors Parking Permit"	<p>means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 to be used by visitors to the locality in which the Development is situated</p>				
"Zero Carbon"	<p>means the target set in by the Mayor of London to achieve the London Plan policy aim of zero carbon homes for major developments as stipulated in the Mayor of London's Housing Supplementary Planning Guidance (SPG) published March 2016</p>				

1.2 In this Deed:

- 1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.
- 1.2.2 References to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed.
- 1.2.3 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.

- 1.2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate, companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 1.2.5 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 allow cause permit or suffer any infringement of the restriction.
- 1.2.6 Reference to any party to this Deed shall include the successors in title to that party and, in the case of the Council, to any successor to its statutory functions.
- 1.2.7 The headings in this Deed are for convenience only and shall not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.2.8 Where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable satisfaction of the Council or the officer of the Council.
- 1.2.9 Where the agreement consent approval or satisfaction of the Council or an officer of the Council is required under the terms of this Deed such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.
- 1.2.10 Covenants made in this Deed:
- (a) if made by more than one person are made jointly and severally and to the intent that they can be enforced against all of them jointly and against each individually unless otherwise expressly stated in this Deed; and
 - (b) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land except as otherwise stated in this Deed; and
 - (c) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges.

2 STATUTORY AUTHORITY AND ENFORCEABILITY

2.1 This Deed is entered into under section 106 of the 1990 Act and the obligations contained in this Deed shall be ones to which the provisions of Section 106 of the 1990 Act shall apply and shall be enforceable by the Council not only against the Owner but also against the Owner's successors in title or any person deriving title through or under the Owner.

2.3 To the extent that any of the covenants, restrictions and obligations contained in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into under section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011.

3 EFFECT AND CONDITIONALITY OF DEED

3.1 This Deed is a conditional agreement and shall become binding upon both of the following two conditions being satisfied:

(a) the grant of the Planning Permission; and

(b) the Commencement of Development save for the provisions of paragraph 6.1, paragraph 1.1.1(b) of Schedule 2 and paragraph 1.1(a) of Schedule 5 which shall come into effect on completion of this Deed.

4 THE OWNER AND COUNCIL'S COVENANTS

4.1 Subject to clause 5.1, the Owner covenants with the Council to perform the obligations, covenants and terms contained in Schedules of this Deed.

4.2 The Council covenants with the Owner to perform the obligations specified in the Schedules of this Deed.

5. EXCLUSIONS

5.1 No person shall be liable for any breach of the obligations and covenants contained in this Deed which occurs after the person has parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

5.2 The obligations set out in this Deed shall not be enforceable against:

(a) individual owners, occupiers, tenants or lessees of the Residential Units (or their mortgagee or chargee or any person deriving title through or under them);

(b) individual owners, tenants or occupiers of the Commercial Units Development (or their mortgagee or any person deriving title through or under them); and

(c) any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of gas, electricity, water, drainage or telecommunication services.

6. LEGAL COSTS

6.1 The Owner shall pay on or before completion of this Deed the Council's reasonable and proper legal costs incurred in the negotiation, preparation and execution of this Deed in the sum of £5000.

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee hereby consents to the Owner entering into this Deed and agrees and declares that the title to the Land shall be bound by the obligations and covenants contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall have no liability under this Deed unless and until the Mortgagee takes possession of the Land in which case the Mortgagee shall be bound by the obligations and covenants in this Deed as if it were a person deriving title from the Owner. The Mortgagee and any future mortgagee of the Land shall have no liability after they have discharged the security or disposed of the Land which is subject to their security, whether by sale or otherwise.

7.2 The Mortgagee and any future mortgagee of the Land shall in no circumstances be liable for any pre-existing breach.

8. MISCELLANEOUS

- 8.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed, it is agreed and declared that this Deed shall cease to have any further effect if:
- (a) the Planning Permission lapses without having been implemented; or
 - (b) the Planning Permission is revoked or withdrawn; or
 - (c) the Planning Permission is quashed on judicial review without being thereafter re-granted by the Council; or
 - (d) the Owners shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land (other than a permission under section 73 of the 1990 Act) which precludes implementation of the Planning Permission in accordance with its terms.
- 8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in clause 8.1, the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.
- 8.3 This Deed is intended to regulate and restrict the carrying out of the Development pursuant to the Planning Permission and shall not prohibit or restrict the right to develop any part of the Land in accordance with a planning permission granted subsequent to the grant of the Planning Permission (other than a permission under section 73 of the 1990 Act).
- 8.4 It is hereby agreed by the Parties that if the Council shall after the date of completion of this Deed grant a planning permission pursuant to an application made under Section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent section 73 planning application and the planning permission granted by the Council pursuant to such section 73 planning application and this Deed shall apply and take effect and be read and construed accordingly **UNLESS** the Council determines that revised planning

obligations are required to be secured by way of a new or supplemental deed under sections 106 and section 106A of the 1990 Act as a result of such section 73 planning application.

9. DISPUTE PROVISIONS

- 9.1 In the event of any dispute or difference arising between the parties in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the parties.
- 9.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 9.3.
- 9.3 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.
- 9.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares.
- 9.5 The provisions of this clause 9 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction or by way of its statutory powers of enforcement under section 106 of the 1990 Act.

10. POWERS OF THE COUNCIL

- 10.1 Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions

under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

11. WAIVER

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

12. INDEXATION

- 12.1 Any financial sum payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid in full.

13. INTEREST ON LATE PAYMENT

- 13.1 The Owner shall pay interest at four per centum (4%) above the base rate for the time being of the Bank of England per annum on any contribution fees or other monies due under the provisions of this Deed which have not been paid on the due date for payment such interest to be calculated over the period from the date the contribution fees or other monies should have been paid to the date the same shall be received by the Council

14. THIRD PARTY RIGHTS

- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties (and in the case of the Council the successor to its respective statutory functions) from being able to benefit or to enforce the provisions of this Deed.

15. SEVERABILITY

15.1 If any provision or clause in this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Deed.

16. NOTICES

16.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery.

16.2 The address for service for any party under this Deed shall be those stated in this Deed or such other address for service in England as the party to be served shall have previously notified in writing.

16.3 Any notice served under this Deed shall be deemed to have been received:

(a) If delivered by hand, upon delivery at the relevant address

(b) If sent by first class pre-paid post, the second working day after the date of posting

17. JURISDICTION

17.1 This Deed is governed by and interpreted in accordance with the law of England and Wales.

SCHEDULE 1

Notifications

1.1 The Owner covenants with the Council as follows:

1.1.1 to give no less than seven Working Days prior written notice of the;

(a) intended date of Commencement of Development

(b) date of first Occupation of the Residential Units

(c) date of the Disposal of and / or the Occupation of 75% of the Open Market Housing Units

(d) anticipated date of Practical Completion of the Development;

by serving the notice on the Council's HDM.

SCHEDULE 2
Contributions

1. AIR QUALITY CONTRIBUTION, PLAY SPACE CONTRIBUTION AND MONITORING FEES

1.1 The Owner covenants with the Council as follows:

1.1.1 to pay the Council:

- (a) the Air Quality Contribution; and
- (b) Play Space Contribution; and
- (c) the HUDU Contribution;

prior to the Commencement of Development and not to Commence the Development until the said contribution has been paid; and

(d) the Monitoring Fee on the date hereof

2. EXPENDITURE

2.1 The Council covenants with the Owner as follows:

- 2.1.1 to use and spend the Air Quality Contribution towards air quality improvement projects within the Borough.
- 2.1.2 to use and spend the Play Space Contribution under this Deed solely for the Play Space purposes unless otherwise agreed with the party who paid the relevant contribution

SCHEDULE 3
Affordable Housing and Viability Review

PART 1

1. PROVISION OF AFFORDABLE HOUSING

1.1 The Owner covenants to the Council:

- (a) to design and construct the Affordable Housing Units for Qualifying Persons in accordance with the London Design Standards and Category M4(2);
- (b) that the Wheelchair User Unit that is a Social Rented Unit shall be constructed to Category M4(3)(2)(b)
- (c) to procure that an Affordable Housing Provider shall enter into a Nominations Agreement with the Council in respect of the Social Rented Units and that the Social Rented Units shall not be Occupied until a Nominations Agreement has been completed

1.2 The Owner covenants that prior to Practical Completion of any of the Affordable Housing Units they are in a Clean Condition; and

- a) all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage;
- b) all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to provide safe access;
- c) all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.

2. RESTRICTION ON OCCUPATION OF AFFORDABLE/OPEN MARKET HOUSING UNITS

2.1 The Owner shall not:

- (a) Occupy or cause or permit Occupation of any Affordable Housing Units for any purpose other than for Social Rented Housing, for the lifetime of the Development.
- (b) Occupy or cause or permit Occupation of more than 20% of the Open Market Housing Units unless and until:
 - (i) the Affordable Housing Units have been Practically Completed and made ready for Occupation as Affordable Housing;
 - (ii) the Owner has made an RP Disposal of the Affordable Housing Units to an Affordable Housing Provider; and
 - (iii) evidence of the RP Disposal of the Affordable Housing Units to an Affordable Housing Provider has been provided to the Council in writing;
- (c) Occupy cause or permit Occupation of:
 - (i) more than 65% of the Open Market Housing Units; and
 - (ii) any of Social Rented Units unless and until the Affordable Housing Provider has entered into a Nominations Agreement with the Council in respect of all the Social Rented Units and until such time as the Nominations Agreement is entered into, not to Occupy or allow the Occupation of the Social Rented Units, other than in accordance with the Nominations Agreement

3. PUBLIC SUBSIDY

3.1 Where any Public Subsidy is provided to the Owner or the Registered Provider in respect of the Affordable Housing Units, upon the disposition of any of those Affordable Housing Units, to ensure that the Public Subsidy is recycled for the provision of alternative affordable housing provision subject to any such recycling of the subsidy being in accordance with the requirements of Homes England

PART 2
EARLY STAGE REVIEW

4. EARLY STAGE REVIEW VIABILITY TRIGGER

- 4.1 The Owner shall notify the Council in writing that it has achieved Post Commencement Target Date.

5. SUBMISSION OF EARLY STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 5.1 Within 10 Working Days of the Post Commencement Target Date, the Owner shall submit to the Council:

- (i) the Early Stage Review Development Viability Information for Formula 1b and Formula 2
- (ii) a written statement that applies the Early Stage Review Development Viability Information to Formula 1b **PROVIDED ALWAYS THAT** if the result produced by Formula 1b is less than zero it shall be deemed to be zero and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (iii) an Additional Affordable Housing Scheme where the written statement referred to in paragraph 5.1(a)(ii) Part 2 of this Schedule 3 confirms that Additional Affordable Housing Units can be provided; and

- (a) paragraphs 6 and 7 of this Schedule 3 shall then apply.

6. ASSESSMENT OF EARLY STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 6.1 The Council shall review the information submitted pursuant to paragraph 5 of this Schedule 3 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1b and Formula 2 and the

Council shall be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Owner.

- 6.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of this Schedule 3
- 6.3 In the event that the Council and/or its appointed External Consultant requires additional information or supporting evidence to assess whether in their view any Additional Affordable Housing Units are required, the Owner shall provide such additional information or supporting evidence reasonably required to the Council or the External Consultant (as applicable) within 20 Working Days of receiving a request from the Council and/or the External Consultant.
- 6.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5 of this Schedule 3 (including any supplementary information/documentation requested pursuant to paragraph 6.3 of this Schedule 3), the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required within 30 Working Days of the completion of the assessment.
- 6.5 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 3 concludes that Additional Affordable Housing Units can be provided but the Owner's initial submission concluded otherwise:
- (i) the Owner shall submit an Additional Affordable Housing Scheme to the Council for its written approval within 20 Working Days of receipt of the Council's decision pursuant to paragraph 6.4 of this Schedule 3 and
 - (ii) the Council shall notify the Owner in writing as to whether the submitted Additional Affordable Housing Scheme is approved within 20 Working Days of receipt of the Additional Affordable Housing Scheme; and
 - (iii) the Owner shall not Occupy cause or permit Occupation of any part of the Development unless and until the Additional Affordable Housing Scheme has been approved by the Council in writing.

- 6.6 If the Council's assessment pursuant to paragraph 6.4 of this Schedule 3 concludes (or an Expert has determined pursuant to clause 9 of this Deed) that:
- 6.6.1 a surplus profit arises following the application of Formula 1b but such surplus profit is insufficient to provide any Affordable Housing Units pursuant to Formula 2; or
 - 6.6.2 a surplus profit arises following the application of Formula 1b but such surplus profit cannot deliver a whole number of Affordable Housing Units pursuant to Formula 2;
 - 6.6.3 then in either scenario the Owner shall pay any such surplus profit allocable to any incomplete Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing in accordance with paragraph 7 of this Schedule
- 6.7 Any dispute between the Council and the Owner as to whether any Additional Affordable Housing Units can be provided and/or any surplus profit is payable shall be referred to dispute resolution in accordance with clause 9 of this Deed.
- 6.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 6 of this Schedule 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

7. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING UNITS

- 7.1 Where it is determined pursuant to paragraph 6 of this Schedule 3 that Additional Affordable Housing Units are required:
- (a) the Owner shall provide such Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council; and
 - (b) the provisions of Part 1A of this Schedule 3 shall apply mutatis mutandis to such Additional Affordable Housing Units.

PART 3

LATE STAGE REVIEW

8. LATE STAGE REVIEW VIABILITY TRIGGER

- 8.1 The Owner shall give the Council no less than 20 Working Days prior written notice of the anticipated Late Stage Review Date.
- 8.2 The Owner shall not Occupy and / or Dispose of more than 75% of the Open Market Housing Units unless and until the Late Stage Review has been carried out in accordance with the following provisions of this Part 3 of Schedule 3.

9. SUBMISSION OF LATE STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 9.1 The Owner shall submit to the Council the following information within 20 Working Days of the Late Stage Review Date on the basis that the Council may make such information publicly available:

- (a) the Late Stage Review Development Viability Information; and
- (b) a written statement that applies the applicable Late Stage Review Development Viability Information to:
 - (a) Formula 3 **PROVIDED ALWAYS THAT** if the result produced by Formula 3 is less than zero it shall be deemed to be zero); and
 - (ii) Formula 4

thereby confirming whether in the Owner's view any Late Stage Review Affordable Housing Contribution is payable (subject to the Late Stage Review Affordable Housing Contribution Cap).

- 9.2 The provisions of paragraph 10 of Schedule 3 shall apply to the information submitted by the Owner to the Council pursuant to paragraph 9.1 of this Schedule 3.

10. ASSESSMENT OF LATE STAGE REVIEW DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 10.1 The Council shall review the information submitted pursuant to paragraph 9.1 of this Schedule 3 and assess whether in its view a Late Stage Review Affordable Housing

Contribution is payable in accordance with Formula 3 subject to the Late Stage Review Affordable Housing Cap as calculated in accordance with Formula 4 and the Council shall be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.

- 10.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 10 of this Schedule 3.
- 10.3 If the Council and/or its appointed External Consultant requires additional information or supporting evidence to assess whether in their view a Late Stage Review Affordable Housing Contribution is payable, the Owner shall provide such additional information or supporting evidence reasonably required to the Council or the External Consultant (as applicable) within 20 Working Days of receiving such request from the Council and/or the External Consultant.
- 10.4 When the Council or its appointed External Consultant has completed its assessment of the information submitted pursuant to paragraph 9 of this Schedule 3, the Council shall notify the Owner in writing of its decision as to whether any Late Stage Review Affordable Housing Contribution is payable within 20 Working Days of the date of completion of the assessment.
- 10.5 If the Council's assessment pursuant to paragraph 10.4 of this Schedule 3 concludes (or an Expert has determined pursuant to clause 9 of this Deed) that a Late Stage Review Affordable Housing Contribution is payable, the Owner shall:
- (a) pay the Late Stage Review Affordable Housing Contribution to the Council prior to Disposal of and / or Occupation of 75% of the Open Market Housing Units; and
 - (b) not Occupy cause or permit Disposal of and / or Occupation of more than 75% of the Open Market Housing Units unless and until the Late Stage Review Affordable Housing Contribution has been paid in full to the Council.
- 10.6 Any dispute between the Council and the Owner as to whether any Late Stage Review Affordable Housing Contribution shall be referred to dispute resolution in accordance with clause 9 of this Deed.

- 10.7 The Owners shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 9 of this Schedule 3 including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

PART 4

Terms related to the transfer of the Affordable Housing Units

11. Not to execute any transfer of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) except upon the following terms and conditions (unless otherwise agreed in writing by the parties to the transfer):
- (a) title to the relevant Affordable Housing Units and any Additional Affordable Housing Units (if applicable) shall be deduced in accordance with Land Registration Act 2002;
 - (b) the relevant Affordable Housing Units and any Additional Affordable Housing Units (if applicable) will be transferred free of any financial charges together with the rights and easements but subject to the exceptions reservations rights easements and other matters contained and referred to in the Owner's title and subject to such other matters as the parties may agree;
 - (c) vacant possession of the relevant Affordable Housing Units and any Additional Affordable Housing Units (if applicable) shall be given on completion;
 - (d) completion shall take place within the time limits provided by this Deed with the date of completion to be agreed between the parties to the transfer or any extension of it agreed by the Owner and the Affordable Housing Provider;
 - (e) the transfer of the relevant Affordable Housing Units and any Additional Affordable Housing Units (if applicable) will be made with full title guarantee;
 - (f) the Standard Conditions of Sale (Fifth Edition) shall apply to the proposed transfer so far as they are not inconsistent with the conditions contained in this

Deed;

(g) the transfer will grant:

- (i) all such rights and easements over the Land as are appropriate to the transfer of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) with a right of way with or without Motor Vehicles of any description and with or without domestic pets to and from the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) and a public highway suitable for motor vehicles and pedestrians over the estate roads to be constructed as are reasonably required for the use and enjoyment of the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) and subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same (if not adopted by the Council) according to user;
- (ii) such rights as may be reasonably required for the free and uninterrupted passage and running of water soil gas electricity telephone signals and like services from and to the Affordable Housing Units and any Additional Affordable Housing Units (if applicable) through the drains watercourses service cables pipes and wires which are now or may within a period of one hundred years from the date hereof be in or under or over the Land and benefiting the Affordable Housing Units and to make connections to and use all such conduits as aforesaid in and under the Land with all easements rights and privileges proper for repairing maintaining and reinstating the same the person or persons exercising the same making good all damage thereby occasioned subject to an obligation to contribute to the costs incurred in the future upkeep repair replacement and maintenance of the same if applicable.

ANNEX 1 TO SCHEDULE 3

(Formulas)

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

$$\text{"Surplus profit"} = (A - B) - (C - D) - P$$

Where:

A = Early Stage Review GDV (£)

B = Viability Appraisal GDV (£)

C = Early Stage Review Build Costs (£)

D = Viability Appraisal Build Costs (£)

P = (A - B) * Y (Developer profit on change in GDV of Development (£))

Y = Scheme Target Return (%)

Notes:

(A - B) represents the change in the Early Stage Review GDV from the date of the Planning Permission to the Early Stage Review Date.

(C - D) represents the change in the Early Stage Review Build Costs from the date of the Planning Permission to the Early Stage Review Date.

FORMULA 2 (Additional Affordable Housing)

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

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

Y = Additional London Shared Ownership Housing requirement (Habitable Rooms) to be converted from Open Market Housing Units

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

Where:

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

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

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

D = Average Habitable Room size for the Development being 19.33sq m²

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

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

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

Notes:

(A - B) represents the difference in Average Open Market Housing Value and Average London Affordable Rented Housing Value (£).

(A - C) represents the difference in Average Open Market Housing Value and Average London Shared Ownership Housing Value (£).

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

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

$(E * F) \div (A - B) =$ Additional London Affordable Rented Housing requirement (m²) (£)

$(E * G) \div (A - C) =$ Additional London Shared Ownership Housing requirement (m²) (£)

FORMULA 3 (Late Stage Review Affordable Housing Contribution)

X = Late Stage Review Affordable Housing Contribution

$$X = (((A + B) - C) - ((D + E) - F) - P) * 0.6$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Viability Appraisal GDV (£) if an Early Stage Review is not triggered; or

Early Stage Review GDV (£) as determined by the Council pursuant to Part 2 of Schedule 2 if an Early Stage Review is triggered.

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Viability Appraisal Build Costs (£) if an Early Stage Review is not triggered; or

Early Stage Review Build Costs (£) as determined by the Council pursuant to Part 2 of Schedule 2 if an Early Stage Review is triggered.

P = (A + B - C) * Y (Developer profit on change in GDV (£))

Y = Scheme Target Return (%)

Notes:

(A + B) - C = represents the change in GDV from the date of grant of the Planning Permission (or Early Stage Review if triggered) to the Late Stage Review Date (£)

(D + E) - F = represents the change in Build Costs from the date of grant of the Planning Permission (or Early Stage Review if triggered) to the Late Stage Review Date (£)

P = represents developer profit on change in GDV (£)

0.6 = represents any surplus profit, after deducting the developer profit (P), will be shared between the Council and the developer with 60% payable to the Council as the Late Stage

Review Affordable Housing Contribution for provision of off-site affordable housing subject to the Late Stage Review Affordable Housing Contribution CAP

FORMULA 4 (Late Stage Review Affordable Housing Contribution Cap)

X = Late Stage Review Affordable Housing Contribution Cap

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

Where:

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

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

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

D= Average Habitable Room size for the Development being {•} m²

E = The shortfall in the London Affordable Rented Housing (by Habitable Rooms) determined at the date of grant of the Planning Permission (or as updated following the Early Stage Review if triggered) when compared against policy target and local plan tenure split

F = The shortfall in the London Shared Ownership Housing (by Habitable Rooms) determined at the date of grant of the Planning Permission (or as updated following the Early Stage Review if triggered) when compared against policy target and local plan tenure split

SCHEDULE 4

Wheelchair Accessible Unit Provision

1. PROVISION OF WHEELCHAIR ACCESSIBLE UNITS

1.1 The Owner covenants to the Council:

- a) prior to the Commencement of Development to submit and thereafter resubmit if not approved, to the Council the Wheelchair Accessible Units Marketing Strategy until such time as the same is approved in writing by the Council "the Approved Strategy"
- b) not to Commence cause or permit the Commencement of the Development unless/until the Wheelchair Accessible Units Marketing Strategy has been approved by the Council
- c) to ensure that one Wheelchair Accessible Unit Parking Space is allocated to the Social Rent Unit (Plot 4 on the Ground Floor as shown on Plan 2B, Schedule 12) and is available to the Wheelchair Accessible Unit Occupier throughout the lifetime of the Development at not cost to the said occupier. d) to market the Wheelchair User Units in accordance with the Approved Strategy for the duration of the Exclusivity Period AND in the event of non-compliance with this paragraph the Owner shall upon notice from the Council forthwith take any steps reasonably and properly required by the Council to remedy such non-compliant.
- e) during the Exclusivity Period not to sell any of the Wheelchair Accessible Units to persons other than wheelchair users (unless agreed in writing by the Council beforehand)
- f) within 14 days of the end of the Exclusivity Period to provide evidence in writing to the HDM to demonstrate that the approved Wheelchair Accessible Units Marketing Strategy has been fully complied with;
- g) to record the number of Wheelchair Accessible Units sold to wheelchair users; and
- h) send that recorded information on sales to the HDM within 14 days following the expiry of the Exclusivity Period.

SCHEDULE 5

Car Free Obligations

1. PERMIT FREE RESTRICTIONS

1.1 The Owner covenants to the Council:

- (a) that prior to Disposal of each of the Residential Units, it shall inform the prospective purchasers, lessees, tenants or occupiers of each of the Residential Units that they shall not be eligible to apply to the Council for a Residents Parking Permit, a Residents Season Ticket or Visitors Parking Permit for the purpose of parking a Motor Vehicle within the CPZ (unless they are the holder of a Disabled Person's Badge);
- (b) not to knowingly permit any prospective purchasers, lessees, tenants or occupiers of any of the Residential Units to apply to the Council for a Residents Parking Permit or Visitors Parking Permit for the purpose of parking a Motor Vehicle within the CPZ (unless they are the holder of a Disabled Person's Badge); and
- (c) to procure that any Residents Parking Permit or Visitors Parking Permit issued in error in respect of any of the Residential Units is surrendered to the Council within seven (7) Working Days of written demand (excluding permits issued to the holder of a Disabled Person's Badge).

1.2 The Owner covenants that all material used for advertising or marketing the Disposal of the Residential Units shall give notice to the prospective purchasers, lessees, tenants or occupiers of the Residential Units that they will not be eligible to apply for a Residents Parking Permit or a Visitors Parking Permit (unless they are the holder of a Disabled Person's Badge).

1.3 The Owner shall procure that every agreement entered into for the Disposal of any of the Residential Units contains the following covenant (or a covenant in similar form):

"the {insert details as appropriate} (and their successors in title) being the owner or owners for the time being of the terms of years hereby granted covenant with the... {insert details as appropriate} and separately with the Mayor and Burgesses of the London Borough of Richmond Upon Thames not to apply for nor knowingly permit an

application to be made to the London Borough of Richmond Upon Thames by any person residing in the premises for a residents or visitors car parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999."

- 1.4 For the avoidance of doubt the provisions of paragraph 1 of this Schedule 5 shall apply to each new and subsequent purchaser, lessee, tenant or occupier of any of the Residential Units.
- 1.5 The Owner acknowledges for itself and its successors in title to the Land that the provisions of paragraph 1 of this Schedule 5 shall remain in force for the lifetime of the Development.

2. CAR CLUB

2.1 The Owner shall:

- (a) not Occupy or cause permit Occupation of any part of the Development unless and until the Car Club Scheme has been submitted to and approved by the Council in writing;
- (b) use best endeavours to establish and promote a Car Club within the Development from the date of first Occupation of the Development;
- (c) provide the Council with annual written updates of the steps taken and the progress being made to establish a Car Club within the Development;
- (d) provide details of the Car Club Operator to the Council in writing prior to first Occupation of the Development if a Car Club has been established;
- (e) provide and make the Car Club Parking Space available to the Car Club Operator for the operation of the Car Club;
- (f) retain the Car Club Parking Space provided under paragraph 2.1(e) of this Schedule 5 for the exclusive use of the Car Club and for the duration of the Development; and

- (g) From the date of First Occupation of the Development to ensure that the first occupiers of each Residential Unit (limited to membership of one individual per Residential Unit) has Car Club Membership
- (h) procure that the Car Club Operator provides written details of the Car Club and how to become a member to Qualifying Occupiers from the date the Car Club commences operation.

2.2 The Owner shall:

- (a) notify the Council in writing if the Car Club ceases to exist or the Car Club Operator no longer wishes to utilise the Car Club Parking Space within 10 Working Days of the event occurring;
- (b) use best endeavours for a period of 6 months from the date of providing the Council with the written notification referred to in paragraph 2.2(a) of this Schedule 5 to secure another Car Club Operator to establish a Car Club within the Development; and
- (c) provide the Council with evidence of the steps taken to secure another Car Club Operator to establish a Car Club within the Development.

2.3 If at the end of the 6 month period referred to in paragraph 2.2(b), the Owner is unable to secure another Car Club Operator to establish a Car Club within the Development and the Council agrees with the evidence provided by the Owner pursuant to paragraph 2.2(c), the Owner shall be released from the obligations in paragraph 2 of this Schedule 5 and the obligations shall cease to apply.

SCHEDULE 6

Carbon Emissions Reduction

1. Carbon Offset Contribution and Second Carbon Offset Contribution

1.1 The Owner and the Council covenants as follows:

- (a) The Owner shall pay to the Council the Carbon Offset Contribution on Commencement of Development
- (b) Prior to the first Occupation of the Development submit to the Council for its written approval the Final Carbon Emissions Report ("the Approved Final Carbon Emissions Report")
- (c) Within 40 (forty) Working Days of receiving the Owner's Final Carbon Emissions Report, the Council shall notify the Owner in writing as to whether or not it agrees with the calculation of the Second Carbon Offset Contribution (as contained in the Final Carbon Emissions Report). **PROVIDED ALWAYS THAT** any dispute relating to the calculation of the Second Carbon Offset Contribution shall be referred to dispute resolution in accordance with the dispute provisions in clause 9 of this Deed.
- (d) In the event that the Approved Final Carbon Emissions Report shows a shortfall against the modelling contained within the Approved Energy Statement demonstrates that the Development will achieve a 91.45% reduction over Part L Building Regulations (2013) then the Second Carbon Offset Contribution will be payable to achieve the London Plan Zero Carbon Emissions Target.
- (e) On or prior to first Occupation of the Development the Owner shall pay to the Council the Second Carbon Offset Contribution (if payable under paragraph 1.1 (d) of this Schedule)
- (f) Not to Occupy or cause or permit the Occupation of the first Occupation of the Development (apart from the Affordable Housing Units) or any part thereof until such time as the Owner has paid in full the Second Carbon Offset Contribution (if payable under paragraph 1.1 (c) of this Schedule)

2. EXPENDITURE

2.1 The Council covenants with the Owner as follows:

- (a) to use and spend the Carbon Off Set Contribution and (if applicable) the Second Carbon Offset Contribution to the Council's fund to secure the delivery of CO2 emissions reductions on projects within the Borough.

SCHEDULE 7
Warehouse Right of Way

1.1 The Owner covenants to the Council:

- (a) to not obstruct or permit the obstruction of the Warehouse Right of Way in perpetuity as shown on Plan 6 in Part 3, Schedule 11.

SCHEDULE 8

Highway Works

1. The Owner covenants with the Council as follows:
 - 1.1 To enter into the Highways Agreement with the Council within 6 months of Commencement of the Development; and
 - 1.2 Not to Occupy the Development (or any part thereof) until it has completed the Highway Works and (unless otherwise agreed in writing with the Council) the Council shall have issued the certificate of practical completion (as that expression is referred to in the definition of the Highways Agreement) under the terms of the Highways Agreement.
 - 1.3 The Council covenants with the Owner that (if requested to do so) it will enter into the Highways Agreement on the terms referred to in this Deed.

6 **Nomination Notice**

6.1 If:

6.1.1 no Nomination Notice is served by the Council within the ten days referred to in clause 4; or

6.1.2 one of the Grounds for Refusal applies to the relevant nominee; or

6.1.3 the Relevant Nominee refuses or fails to accept the offer of a tenancy within seven days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices each such further and subsequent Nomination Notice to be served within a period of 20 days of the date of the Association's original Availability Notice.

6.2 Where following the procedure in clause 6.1:

6.2.1 no subsequent Nomination Notices are served by the Council within the period referred to in clause 6.1; or

6.2.2 one of the Grounds for Refusal applies to the relevant nominee; or

6.2.3 the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within three days of such offer then the Association shall be at liberty to let the unit to persons of its own choosing.

7 The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto.

8 For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which the Association transfers all or part of the freehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an interest in that Unit and shall cease to apply to any Unit upon the granting of a Shared Ownership Lease by the Association.

9 For the avoidance of doubt, **it is hereby agreed and declared** that the provisions of this Agreement are entered into pursuant to section 33 Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall:

9.1 Not bind any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;

9.2 Cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Association or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Association or its successors in title;

9.3 Not bind any individual owner (excluding, for the avoidance of doubt, any owner who is an RSL) or occupier of any unit, their successors in title and mortgagees and mortgagees' successors in title.

10 Any notice or demand required or authorised shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address given above and shall be deemed to be duly served on the Association if sent to the Association and addressed to the Secretary at its address for the time being as stated above or such other address as may be notified in writing to the Council from time to time provided always that any notice to be served by either party may be served by such party's Solicitors.

11 The beneficial interest in this Agreement and the Property is held by or on behalf of the Association, an exempt charity.

This Agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

1 Definition of True Void

1.1 Vacancies created through tenant transfer to another Borough where no reciprocal arrangements exists.

1.2 Vacancies arising through tenant moves to other landlords where no reciprocal arrangement exists.

1.3 Vacancies arising as a result of the death of a tenant where there is no statutory right to succession.

1.4 Vacancies arising through tenants buying their own property in the private sector.

1.5 Vacancies arising as a result of the tenant having been evicted or abandoning a Unit.

1.6 Vacancies arising as a result of a tenant who has been permanently decanted returning to his former home.

1.7 Vacancies arising through tenant transfer within the Association's own stock.

1.8 Vacancies arising as a result of a tenant who has previously been decanted.

2 Definition of Non-True Void

2.1 Vacancies arising as a result of a tenant being temporarily decanted and moving to a temporary home.

2.2 Vacancies arising as a result of a tenant being rehoused via the Housing Association "Homes" scheme or other equivalent.

2.3 Vacancies arising as a result of a tenant being rehoused by another Borough where a reciprocal arrangement exists.

Schedule 2

Four Affordable Housing Units Ground Floor Plots 1, 2, 3 & 4 as shown on Plan 2A, Schedule 11, Part 2.

100% Social Rented Housing constructed in accordance with the Planning Permission (or such other units as may be permitted by the Planning Permission (as varied or amended) and (if relevant) any additional affordable housing units secured following the viability reviews pursuant to the Section 106 Agreement

SCHEDULE 10

Local Employment Agreement

1. Local Employment Agreement

1.1 The Owner hereby covenants with the Council to fully comply with the commitments and undertakings linked to the Development within the agreed Employment and Training Obligations Plan as set out at Appendix 2.

1.2 The Owner shall match the opportunities provided in the Employment and Training Obligations Plan to Local People.

1.3 The Owner shall ensure that its main contractor engages Local Businesses as sub-contractors to procure locally and will work with their main contractor to ensure that it will make all reasonable efforts to raise the skills and employability of Local People.

2. Employment and Training Obligations Plan Compliance

2.1 Prior to the Commencement of Development, to submit the to the Council:

- a) A named contact for the development who will be responsible for implementing the provisions of the Employment and Training Obligations Plan

2.2 Not less than 10 (ten) weeks following the Commencement of the Development the Owner shall submit an Employment and Training Obligations Plan Monitoring Report demonstrating how the commitments and undertakings within the agreed Employment and Training Obligations Plan are being achieved. This shall include:

- a. Confirmation of the appointment of an office-based apprentice or trainee position.
- b. Confirmation of the appointment of electrical and plumbing apprentice positions and number of appointments.
- c. Programme and attendees for the pre-apprenticeship training:
 - i. painting
 - ii. dry lining
 - iii. carpentry
 - iv. brickwork
- d. Measures to recruit Local People and number of appointments.
- e. Programme and number of placements for the school/college work experience positions.
- f. Programme for the school/college site visits.
- g. Measures to procure materials/equipment/resources from Local Businesses and any records.

2.3 Prior to the Occupation of the Development, to submit an Employment and Training Obligations Plan Compliance Report to the Council demonstrating how the commitments

and undertakings within the agreed Employment and Training Obligations Plan have been met.

- a. An office-based apprentice or trainee position for duration of 16 weeks
- b. Electrical and plumbing apprentice positions for a duration of 13 weeks
- c. Pre-apprenticeship training:
 - i. painting for a duration of 10 weeks,
 - ii. dry lining for a duration of 8 weeks,
 - iii. carpentry for a duration of 8 weeks and
 - iv. brickwork for a duration of 8 weeks
- d. Measures to recruit Local People for a duration of 116 weeks
- e. Community engagement work experience position for a duration of 2 weeks
- f. Community engagement site visits for a duration of 1 week
- g. Records to show measures to procure materials/equipment/resources from Local Businesses.

2.3 Not to Occupy the Development until the Employment and Training Obligation Plan Compliance Report has been submitted to and approved in writing by the Council.

2.4 The Owner to pay the Employment and Training Obligations Monitoring Fee prior to the Commencement of the Development.

SCHEDULE 11

Plans

Part 1. Site Plan

Plan 1. Site Plan

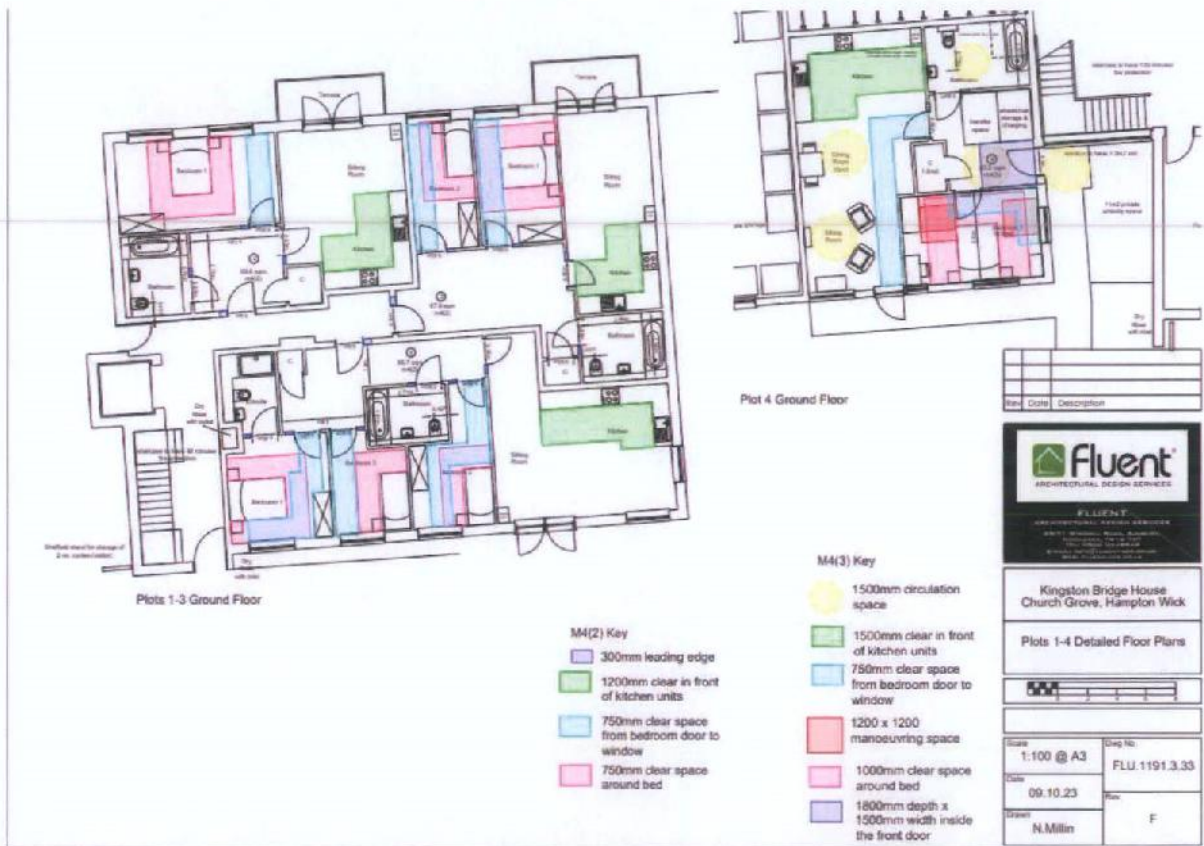


Part 2. Affordable Housing Plans

Plan 2A. Affordable Housing Plan

(The Four Affordable Housing Units are the Ground Floor Plots 1, 2, 3 & 4 as shown in this Plan 2A)

The Social Rent Plot 4 on the Ground Floor shall be constructed to Category M4(3)(2)(b) (accessible)



Plan 2B. Plan Identifying the Wheelchair Accessible Units

Six Open Market Housing Units shall be constructed to Category M4(3)(2)(a) (adaptable). These are plots 13 & 14 on the first floor, 26 & 27 on the second floor and 39 & 40 on the third floor. One Social Rent Unit shall be constructed to Category M4(3)(2)(b) (accessible). This is the ground floor plot 4.



Floor Plans Plot 14 1st floor,
27 2nd floor & 40 2nd floor



Floor Plans Plot 13 1st floor, 26
2nd floor & 38 2nd floor

M(O) Key

- 300mm leading edge
- 1200mm clear in front of kitchen units
- 750mm clear space from bedroom door to window
- 750mm clear space around bed

M(O) Key

- 1500mm circulation space
- 1200mm clear in front of kitchen units
- 750mm clear space from bedroom door to window
- 1200 x 1200 maneuvering space
- 1200mm clear space around bed
- 1800mm depth x 1500mm width inside the bed door

Kingdon Bridge House Church Grove, Hampton Wick	
Detailed Floor Plans	
Scale: 1:100 @ A3	
Date: 08.10.23	Project No: FLU 1191.3.39
N.M.B.	F



Plot 4 Ground Floor

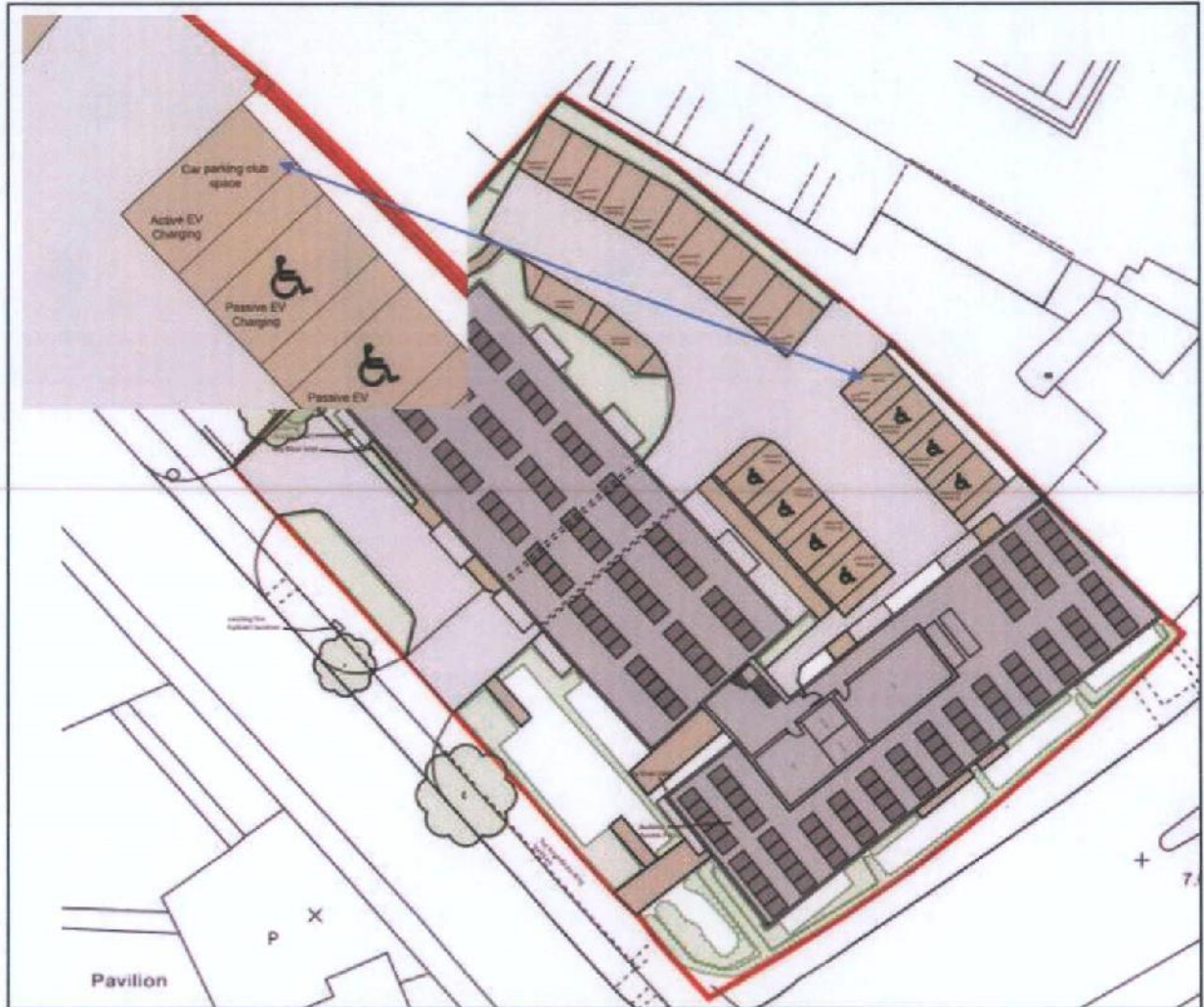
M(O) Key

- 1500mm circulation space
- 1200mm clear in front of kitchen units
- 750mm clear space from bedroom door to window
- 1200 x 1200 maneuvering space
- 1200mm clear space around bed
- 1800mm depth x 1500mm width inside the bed door

Kingdon Bridge House Church Grove, Hampton Wick	
Plots 1-4 Detailed Floor Plans	
Scale: 1:100 @ A3	
Date: 08.10.23	Project No: FLU 1191.3.39
N.M.B.	F

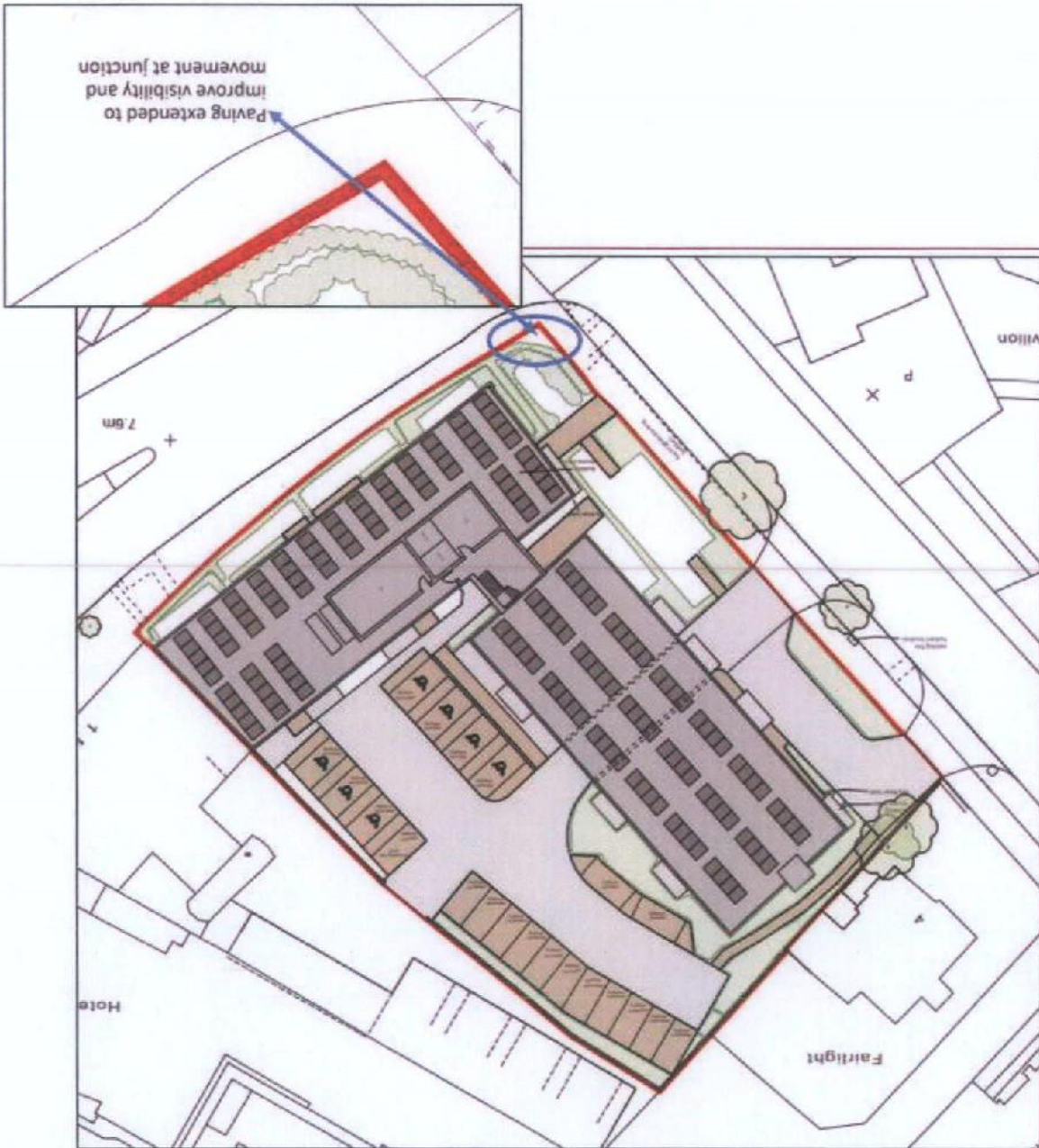
Part 3. Highways Plans

Plan 3. Car Club Parking Space (One Dedicated Car Club Space)

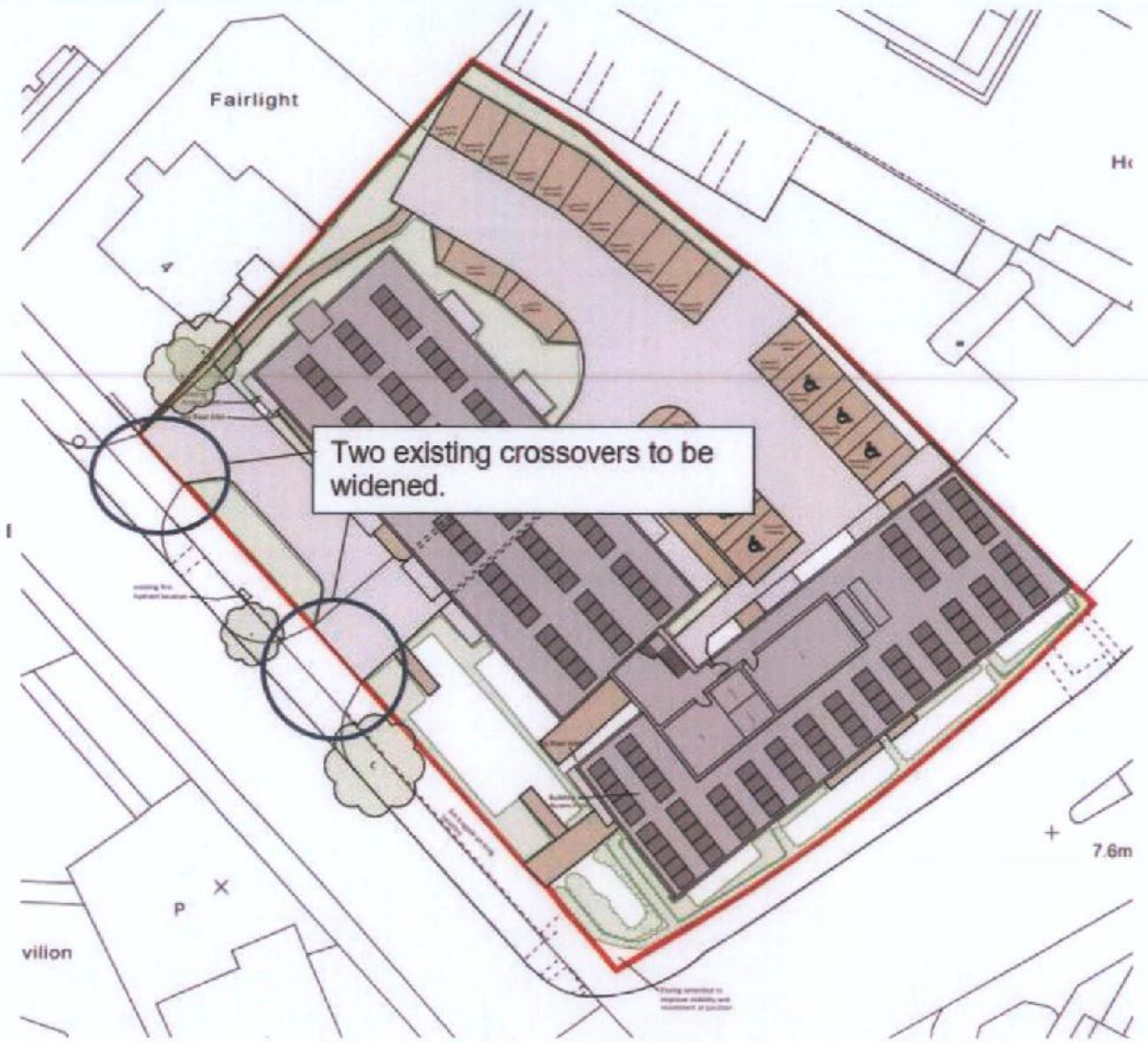


Plan 4. Corner of Footpath

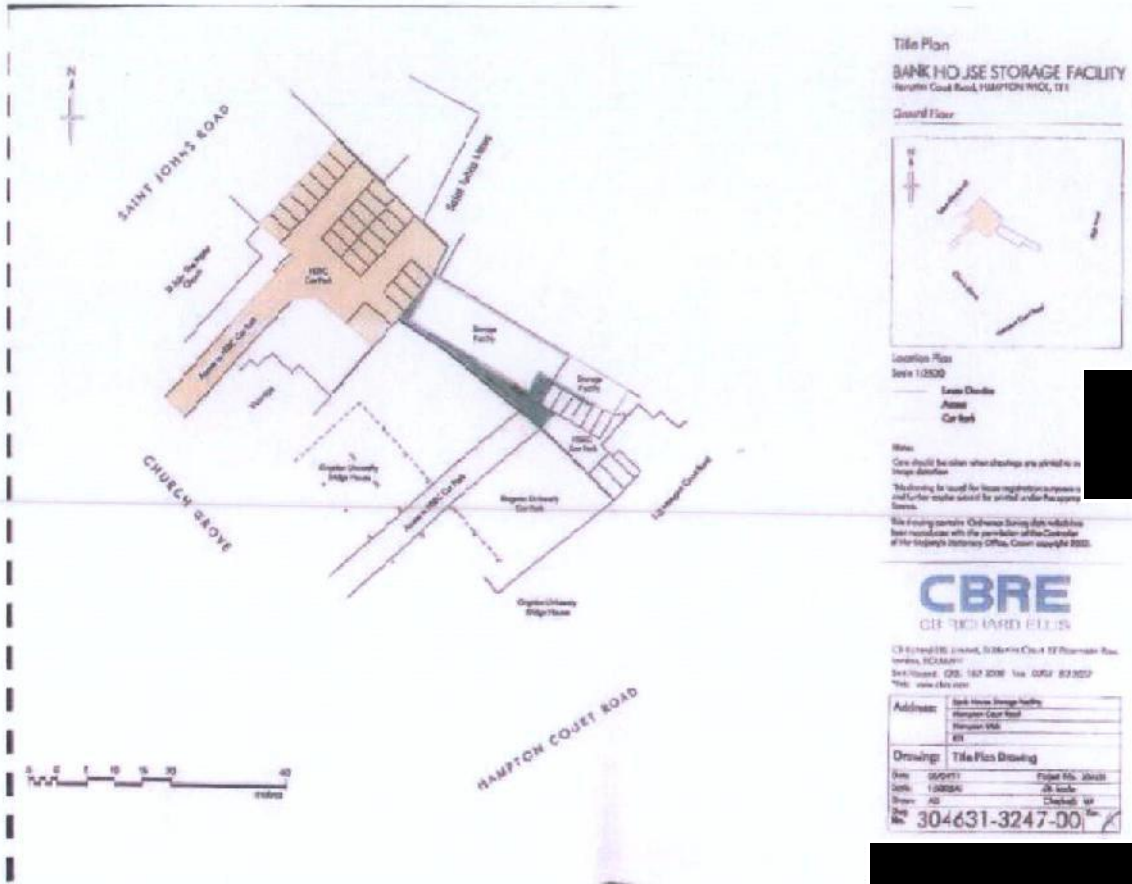
(Currently within the curtilage of the Land and its subsequent dedication to the Council as highway maintained at public expense of land)



Plan 5. Crossover Widening



Plan 6. Warehouse Right of Way Plan



The Warehouse Right of Way Copy of Title Number: MX416937



APPENDIX 1

Frequently Asked Questions

What is 'affordable housing'?

Social Rent definitions taken from the document - What is 'affordable housing'? - Frequently asked questions¹

What is meant by 'genuinely affordable housing'?

One way of defining genuinely affordable is based on the proportion of a household's income spent on housing costs. A common measure is that a household should not spend more than one third of their income on housing costs.

Affordable housing is intended to be for households on low and medium incomes and is often divided into social housing and 'intermediate' housing.

Social housing:

- 'Social Rent' is considered the most affordable form of social housing. These properties make up the largest proportion of rented social housing properties. The rent paid is based in a formula set by government

Affordable housing should be genuinely affordable to households on low and medium incomes, i.e. as a general rule, that housing costs should not exceed one third of gross household income or that, for households in receipt of housing benefit, that housing costs should not exceed the level of benefit received.

Social housing - The overall term for rented housing that is intended for allocation to households on low incomes who are usually registered on a Council's Housing Register. Social housing can be let on secure or fixed term tenancies.

Social Rent - Genuinely affordable rented housing, mainly owned and managed by local authorities and housing associations, with rent levels that are calculated using a nationally-set

formula. The formula is based on the value of the property, relative property values in the area, the number of bedrooms, and the average earnings in the area².

APPENDIX 2

Employment and Training Obligations Plan for Kingston Bridge House

Proposal for meeting the Employment and Training Obligations for Kingston Bridge House,
KT1 4AG. Planning reference: 22/1029/FUL.

Main contact - Silvio Qorri - Westcombe Developments Ltd.

The London Borough of Richmond's Draft Local Plan encourages an Employment and Skills Plan with reference to the employment and skills strategy of 2022 and the draft plan outlined within Richmond Local Plan 'The best for our borough', June 2023 Publication. The contractor and applicant of the site agrees to the following.

The project involves the Change of use of the building from student accommodation to provide 70 C3 homes including 4 social rent units, and x 7 wheelchair accessible M4(3) dwellings, facade and elevational improvements, infill extension at ground floor level and with associated landscaping, access, parking/refuse provision and external alterations.

The rectangular shaped site measures 0.28 hectares and is occupied by a singular 'L' shaped building known as Kingston Bridge House. Kingston Bridge House was owned and used by Kingston University for student accommodation. New purpose built student accommodation has been constructed in the centre of Kingston and the application site is now vacant. The site is accessed from Grove Avenue from 2 separate vehicular crossovers. The building has undercroft car parking with further parking to the rear which is largely hard surfaced.

The building consists of a basement, ground floor plus part 4 storey and part 6 storey buildings. The existing structure and floors will be retained. The walls are constructed of brick and block. The only works to the structure will be a new façade and inclusion of balconies to the front and rear of the building. The new façade will take 4 months to build and the balconies will take 3 months to complete. To construct the roof and terrace a further month and a half will be required. The remainder of the project will involve the infilling on ground floor, new windows and glazing around the building and internal fit out work, which will take 20 and a half months. In total, the project is expected to take 24 months.

The applicant has completed the next stage with due consideration to the Richmond employment and skills strategy of 2022 and seeks to address the commitments made where possible.

The following activities will be provided:

- Training - A Trainee position will be offered in the site office depending on the preferred skill area of available applicants. Some short periods of training will be available in the packages for pre-apprentices or displaced apprentices.
- Employment - Efforts will be made to provide local residents with employment as labourers, gate person, site security etc.
- Community Engagement – Through a relevant Coordination service team, the project will offer support to local schools, Build Training and local colleges to help their students understand the construction sector and progress into employment or training in the sector.
- Procurement and use of local companies. The contractor is based in Harrow so some of the subcontractors will be from the local area. Efforts will be made to use local firms for materials and equipment hire.

The following table provides a delivery plan for these activities:

Activity	Details	Target weeks
Office based Apprentice or Trainee during the fit-out phase of the project	This would give a Richmond resident trainee a great experience of a full project from start to finish. The trainee will support the Site Manager giving them a good practical work experience opportunity, which could potentially lead to them being taken on thereafter with the contractor.	16
Apprentices employed through a shared apprenticeship provider	Electrical Plumbing	13 13
Pre-apprenticeship training	Painting Dry Lining Carpentry Brickwork	10 8 8 8
Richmond resident employees	Efforts will be made to recruit workers from the local area	58
Total weeks of training and resident employment		116
Non-Employment and training activities	Details	Target
Community Engagement (activities)	School, College activities: Work experience Site visits	2 1
Support for local training organisations	In addition to the above, the project will be able to supply materials and equipment to local training organisations that support to help young people such as Build Training in Richmond.	
Local procurement and hire	All efforts will be made to procure locally and full records will be kept for the completion report.	

As part of this the applicant will seek to have an agreement with existing schemes to ensure they can assist in the management of the development related job opportunities and fulfil the Council's targets and monitoring. In addition, the applicant will seek the employment of a contractor to assist with monitoring and providing these services. These are set out below.

E&T Coordination Service involves the following activities:

Support the delivery of the approved employment & training plan and work closely with council officers during the project to keep them informed of progress.
Helping the project to establish and maintain links with local organisation that can help the project meet its E&T targets.
Carrying out monthly monitoring meetings and completing monthly reports on behalf of the project which are submitted to the council officers
Passing on to the project requests from local schools and colleges
Assisting in the production of a completion report for the project. The following activities will be included in the report: <ul style="list-style-type: none"> ● Apprenticeship and training achievement against target ● Other training delivered to Richmond residents on the site ● Employment of local residents against target ● Other development activities benefitting residents ● Community engagement achievements ● Support to local training organisations ● Benefits provided to the local economy including feedback from users ● Summary report of performance during the project

In order to maximise the effectiveness of the E&T Plan the contractor agrees to the following:

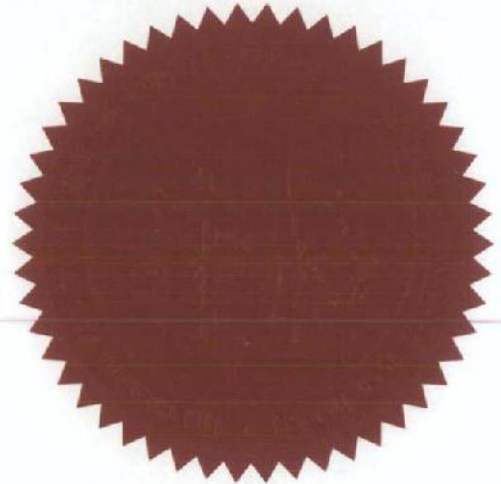
- All monthly coordination meetings will be carried out face to face and will only be cancelled in exceptional circumstances. All meetings will be conducted in a suitable location to ensure that the meeting objectives can be met.
- Emails from the Consultant will be replied to within 48 hours.
- The project team will ensure that all training and employment vacancies are advertised in the Richmond area.
- The Main contractor and the subcontractors will provide a suitable and competent person with a good command of English to supervise apprentices and trainees at all times.
- The main contractor will ensure that apprentices are employed correctly and receive appropriate pay.
- Invoices from the shared apprenticeship scheme will be paid in full before the completion report is submitted

SCHEDULE 12 AGREEMENT

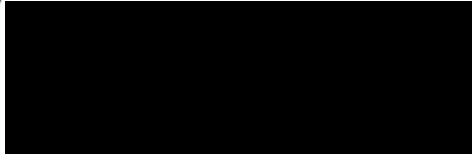
APPENDIX 5. Agreement

IN WITNESS of which this Deed has been executed as a deed by the Parties and delivered on the day and year written above

THE COMMON SEAL of the MAYOR)
AND BURGESSES)
OF THE LONDON BOROUGH OF)
RICHMOND UPON THAMES was hereunto affixed)



in the presence of:-)



Authorised Officer

Seal Reg. No [REDACTED]



EXECUTED AS A DEED by
WESTCOMBE DEVELOPMENTS LIMITED

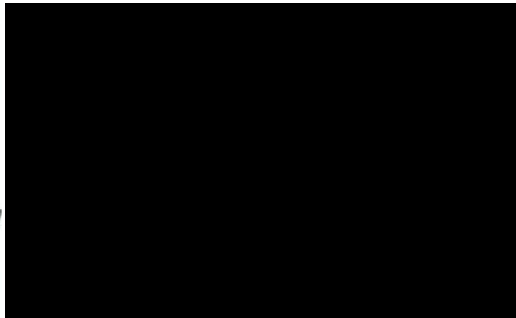
Acting by Director

In the presence of:-

Witness signature:

Witness name:

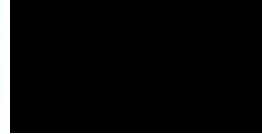
Witness address: 7



Witness occupation:

EXECUTED AS A DEED by)

BANK OF INDIA



In the presence of:-)

Director

Witness signature:



Witness name:



Witness address:



Witness occupation:

