



HERBERT
SMITH
FREEHILLS

23 May 2024

(1) THE GREATER LONDON AUTHORITY

and

(2) AVANTON RICHMOND DEVELOPMENTS LIMITED

and

(3) MOUNT STREET MORTGAGE SERVICING LIMITED

and to

(4) THE LONDON BOROUGH OF RICHMOND UPON THAMES

AGREEMENT AND UNILATERAL UNDERTAKING

DEED OF PLANNING OBLIGATION

made pursuant to Section 106 of the
Town and Country Planning Act 1990

and all enabling powers relating to
the development of the land at

Manor Road, Richmond, London TW9 1YB

in the London Borough of Richmond upon Thames

Herbert Smith Freehills LLP

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THIS DEED is made the 23rd day of

May

2024

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Chunchie Way, London E16 1ZE (the "GLA");
- (2) **AVANTON RICHMOND DEVELOPMENTS LIMITED** (Company registration number 10993331) whose registered office is at Ground Floor Office South, 51 Welbeck St, London, United Kingdom, W1G 9HL (the "Owner")
- (3) **MOUNT STREET MORTGAGE SERVICING LIMITED** (Company registration number 03411668) whose registered office is at 10 Queen Street Place, London, United Kingdom, EC4R 1AG (the "Mortgagee")

AND CONTAINS UNILATERAL UNDERTAKINGS GIVEN BY THE OWNER AND THE MORTGAGEE TO:

- (4) **THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham TW1 3BZ ("the "Council")

RECITALS:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number TGL45415.
- (C) The Mortgagee has the benefit of a registered charge dated 6 April 2018 over the freehold land within title number TGL45415.
- (D) On 14 February 2019 the Owner made the Application to the Council for the Planning Permission to carry out the Development.
- (E) The Council resolved at a meeting of its Planning Committee held on 3 July 2019 to refuse the Planning Permission for the Development.
- (F) On 29 July 2019, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Application.
- (G) On 22 November 2019 the Owner submitted amendments to the Application to the Mayor of London for determination. On 31 July 2020 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (H) At a representation hearing held on 1 October 2020, the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development.
- (I) On 17 November 2021 the Owner submitted further amendments to the Application to the Mayor of London for determination.
- (J) On 28 September 2023 the applicant submitted further revisions by way of a consolidated pack of application documentation. On 18 December 2023 the Mayor of London resolved to grant planning permission in respect of the Development subject to conditions and completion of an agreement for the purpose of making acceptable arrangements for the carrying out of the Development. On 5 March 2024 the Mayor of London reaffirmed this resolution, following consideration of a further officer report update in respect of the Application.

- (K) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (L) The Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations contain within this Deed.
- (M) The GLA has consulted with the Council as to the terms of this Deed in accordance with section 2E of the 1990 Act and the Council will be responsible for enforcement of the obligations as set out in this Deed.

THE PARTIES AGREE, AND THE OWNER AND THE MORTGAGEE UNDERTAKE TO THE COUNCIL 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

"1991 Agreement" means the agreement dated 10 September 1991 and made under section 106 of the 1990 Act between the Council and Homebase Limited

"1992 Agreement" means the agreement dated 19 May 1992 between the Council and Homebase Limited and which modified the 1991 Agreement

"1997 Agreement" means the agreement dated 4 April 1997 and made under section 106 of the 1990 Act between the Council, BG plc and Homebase Limited

"Additional Affordable Housing Scheme" means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part B of Schedule 3 to this Deed detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Open Market Housing Units are to be converted into Additional Affordable Housing Units and to which tenure(s) (applying Formula 2);
- (b) confirms which Intermediate Housing (if any) are to be converted to Social Rented Housing (applying Formula 2);
- (c) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;
- (d) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and
- (e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.10 of Part B of Schedule 3 applies

"Additional Affordable Housing Units" means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme or the Intermediate Housing (if any) to be converted to Social Rented Housing to be approved under paragraph 3.9 of Part B of Schedule 3 to this Deed

"Affordable Housing" means housing (including London Affordable Rented Housing, London Living Rent Housing, Social Rented Housing and London Shared Ownership Housing) provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers and renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers and renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

"Affordable Housing Provider" means

- (a) a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision);

(b) an approved development partner of Homes England (or any successor agency) which is eligible to obtain grant funding; or

(c) any other body specialising in the provision of Affordable Housing

in each case either nominated or approved by the Council and Richmond Housing Partnership Limited shall be deemed to be automatically approved by the Council for the purposes of this definition

"Affordable Housing Target Tenure Split" means:

(a) the provision of a minimum of 80% (by habitable room) of the aggregate of the Affordable Housing Units and the Additional Affordable Housing Units as London Affordable Rented Housing or Social Rented Housing; and

(b) the provision of the remaining Affordable Housing Units and the Additional Affordable Housing Units as Intermediate Housing

"Affordable Housing Units" means the 173 Residential Units to be provided as Affordable Housing (as shown on Plan 3) and as set out indicatively in the table below comprising 477 Habitable Rooms (40% of the Residential Units by Habitable Room) together with (if applicable) any Council Granted Funded Units and **"Affordable Housing Unit"** shall be construed accordingly

	1B 1P	1B 2P	2B 3P	2B 4P	3B 4P	3B 5P	3B 6P	Total Units	Hab Rooms
Shared Ownership	0	1	6	27	0	0	0	34	101
London Living Rent	0	25	6	5	0	0	0	36	83
Low Cost Rent	0	31	40	17	2	13	0	103	293

"Affordable Wheelchair Accessible Housing Units" means the following Low Cost Rented Housing Units (for the avoidance of doubt comprising a total of 17 Low Cost Rented Housing Units):

(a) 1 one bed, two person Low Cost Rented Housing Unit;

(b) 9 two bed, three person Low Cost Rented Housing Units;

(c) 1 three bed, four person Low Cost Rented Housing Unit; and

(d) 6 three bed, five person Low Cost Rented Housing Units

"Application" means the application for planning permission to carry out the Development at the Land validated by the Council on 3 March 2019 and given the reference 19/0510/FUL

"Average LLR Housing Value" means the average value of London Living Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Low Cost Rent Housing Value" means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Average Market Housing Value" means the average value of Open Market Housing Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner

"Be Seen' Energy Monitoring Guidance" means the GLA's 'Be Seen' Energy Monitoring Guidance September 2021 (or any document that may replace it)

"Block" means each building comprised in the Development as shown indicatively on Plan 2 and **"Block A"** (shown coloured dark red on Plan 2 and comprised in Phase 4), **"Block B"** (shown coloured purple on Plan 2 and comprised in Phase 3), **"Block C"** (shown coloured green on Plan 2 and comprised in Phase 1b) and **"Block D"** (shown coloured teal on Plan 2 and comprised in Phase 2) shall be construed accordingly

"Blue Badge" means a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970

"Build Costs" means the build costs comprising construction of the Development attributable to the Open Market Housing Units supported by evidence of these costs to the Council's and the GLA's reasonable satisfaction including but not limited to:

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

but for the avoidance of doubt build costs exclude:

- (i) professional, finance, legal and marketing costs; and
- (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses

"Building Regulations" means the Building Regulations 2010

"Bus Layover Land" means the area within the Land shown edged red on Plan 5

"Bus Layover Lease" means a 150-year lease of the Bus Layover Land to be granted by the Owner to London Bus Services Limited (or its nominee) in accordance with draft lease appended to this Deed at Appendix 1 (with any amendments that TfL may reasonably require) in order for the Bus Layover Land to be used as a bus layover and terminus facility

"Bus Layover Safeguarding Period" means the period beginning on the date of this Deed and expiring on the date on which the Bus Layover Lease has been granted to London Bus Services Limited (or its nominee) in accordance with paragraph 13.1.1 of Schedule 4 to this Deed (together with any other necessary rights and/or easements as referred to in paragraph 13.1.1(B) of Schedule 4) and registered at HM Land Registry

"Capital Funding Agreement" means an agreement between the Council and the Affordable Housing Provider in which the Council agrees to provide funding for the delivery of Affordable Housing in the implementation of the Development

"Carbon Offset Contribution (Commercial)" means the sum of £17,000 Index-Linked to off-set the shortfall of the commercial component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"Carbon Offset Contribution (Residential)" means the sum of £617,000 Index-Linked to off-set the shortfall of the residential component of the Development in terms of meeting the London Plan's requirement for major development to achieve zero carbon emissions

"Collaborative Mobility (CoMoUK)" means the company registered in the United Kingdom known as "CoMoUK" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support

"Car Club" means a club operated by a company that is accredited by CoMoUK which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis

"Car Club Parking Spaces" means the two parking spaces to be marked out on the ground and located within the Development solely for the parking of vehicles of the Car Club (and each of which is to have an active electric vehicle charging point) as shown for indicative purposes only on Plan 7

"Car Club Scheme" means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 7 of Schedule 4 to this Deed

"Challenge Period" means the period of six weeks commencing on the day after the date on which the Planning Permission is granted by the GLA

"Challenge Proceedings" means proceedings under Part 54 of the Civil Procedure Rules 1998 for judicial review of the GLA's grant of the Planning Permission (including any appeals to a higher court against a judgment of a lower court

"Charge" means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units (or any number of them) and/or (if applicable) the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee" means any mortgagee or chargee of an Affordable Housing Provider's legal estate in the Affordable Housing Units (or any number of them) and/or (if applicable) the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Commencement of Development" means commencement of the Development by the undertaking of a material operation as defined by section 56(4) of the 1990 Act **PROVIDED ALWAYS THAT** (other than in paragraph 13 of Schedule 4):

- (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) works to highway outside of the site boundary;
- (f) archaeological investigation;
- (g) noise attenuation works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development

shall not be taken to be a material operation for the purposes of this Deed and **"Commence Development"** means, **"Commencement"** **"Commenced"** and **"Commences"** shall be construed accordingly

"Commercial Occupier" means any person or company who is an owner, tenant or licensee of and is operating a business from a Commercial Unit

"Commercial Travel Plan" means a travel plan for Commercial Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 4 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 4 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be within three months of first Occupation of any Commercial Unit;

- (b) to influence positively the travel behaviour of Commercial Occupiers, customers and visitors to the Commercial Units by promoting alternative modes of travel to the car;
- (c) to minimise the number of single occupancy car trips generated by the Commercial Units by encouraging car sharing and car clubs; and
- (d) to provide visitor cycle spaces in accessible locations within the Development, and such other measures as may be agreed between the Council and the Owner

"Commercial Unit" means any unit comprised within the Development which is not a Residential Unit

"Community Employment and Skills Events" means job / career fairs, local community events or with partner organisations that focus on employment and skills.

"Considerate Constructors Scheme" means the Considerate Constructors Scheme established by the construction industry in 1997 which seeks to minimise the impacts of the construction of developments on local residents and the environment

"Controlled Parking Zone" means an area where the Council has introduced or is to introduce restrictions on parking on the highway during certain times of the day or week for non-permit holders

"Core AA" means residential access core A of Block A as identified on Plan 3 with the label 'Core AA'

"Core CA" means residential access core A of Block C as identified on Plan 3 with the label 'Core CA'

"Council Grant Funded Units" means:

- (a) up to 11 (eleven) Residential Units to be located within the parts of Block A that are accessible only from Core AA (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which, if applicable, are to be provided as London Shared Ownership Housing Units or Low Cost Rented Housing Units (or a combination of those tenures whereby some of the said units are London Shared Ownership Housing Units and the remainder of the relevant units are Low Cost Rented Housing Units); and
- (b) up to 11 (eleven) Residential Units to be located on the parts of levels 2 and 3 of Block C that are accessible only from Core CA (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which, if applicable, are to be provided as Low Cost Rented Housing Units,

in each case as a result of the operation of the Council Grant Funding Review

"Council Grant Funding" means grant funding provided by the Council for the provision of Council Grant Funded Units

"Council Grant Funding Review" means the process set out in paragraphs 8.1 and 8.2 of Part A of Schedule 3 by which it is determined whether any Council Grant Funding is to be provided and whether any (and which) Council Grant Funded Units are to be provided using such Council Grant Funding, and it is intended that in carrying out such process the Council and the Owner shall have regard to, for illustrative purposes only, the Worked Example (CGF Review)

"CPZ Consultation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the monitoring of parking in the vicinity of the Land and reviewing and consulting on the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to any existing Controlled Parking Zones within the vicinity of the Land

"CPZ Implementation Contribution" means the sum of £50,000 (Index Linked) to be applied towards the introduction of a new Controlled Parking Zone within the vicinity of the Land and/or changes to existing Controlled Parking Zone(s) within the vicinity of Land

and/or any other purposes relevant to and connected with the introduction of or changes to any Controlled Parking Zone

"Date of Deemed Service" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the later of the following two dates:

- (a) the following date in respect of service on the Council:
 - (i) in the case of service by delivery by hand of the Default Notice to the Council's offices at Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to Head of Development Management during the hours of 9am to 5pm on a Working Day, the date on which the Default Notice is so delivered; or
 - (ii) in the case of service by using first class registered post to the Council's offices addressed to the Head of Development Management, the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) **PROVIDED THAT** the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise); or
- (b) the following date in respect of service on the GLA:
 - (i) in the case of service by delivery by hand of the Default Notice to both the GLA's offices at City Hall, Kamal Churchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day, the first date on which the Default Notice has been delivered to both offices; or
 - (ii) in the case of service by using first class registered post to both the GLA's offices at City Hall, Kamal Churchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning), the second Working Day after the date on which the Default Notice is posted to both offices (by being placed in a post box or being collected by or delivered to Royal Mail) **PROVIDED THAT** the Chargee is able to evidence that the Default Notice was actually delivered to both offices (by Royal Mail proof of delivery or otherwise); or

"Deed" means this deed of Agreement and Unilateral Undertaking

"Default Notice" means a notice in writing served on the Council and the GLA by the Chargee under clause 6.2.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units (as the case may be)

"Defects Liability Period" means such period of time following Practical Completion of a Block in which a contractor may remedy defects as may be included in the building contract for the relevant Block

"Delivery and Servicing Management Plan" means the delivery and servicing management plan submitted to and approved by the Council pursuant to the relevant condition of the Planning Permission

"Development" means the demolition of existing buildings and structures and comprehensive phased residential-led redevelopment to provide 453 residential units (of which 173 units will be affordable), flexible retail, community and office uses, provision of car and cycle parking, landscaping, public and private open spaces and all other necessary enabling works

"Development Viability Information" means the information required by Formula 1a and Formula 2 being:

- (a) Estimated GDV;
- (b) Estimated Build Costs;
- (c) Average Open Market Housing Value;
- (d) Average Low Cost Rent Housing Value; and
- (e) Average LLR Housing Value,

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

"Eligible Purchaser" means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000 or in accordance with Priority Band 1 and Priority Band 2 for the first three months of marketing

"Eligible Renter" means, in relation to any London Living Rent Housing Unit and any Additional Affordable Housing Unit to be provided as London Living Rent Housing, an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

"Employment and Skills Plan" means a plan to be agreed between the Owner and the Council for the delivery of the Local Employment Agreement.

"Employment and Skills Monitoring Contribution (construction)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Employment and Skills Plan

"Employment and Skills Monitoring Contribution (operational)" means the sum of £12,000 to be paid to the Council and used for quarterly monitoring performance against the targets specified Operational Employment and Skills Plan

"Energy Monitoring Portal" means the 'Be seen' webpage of the GLA's website and the email address ZeroCarbonPlanning@london.gov.uk, or any other such method of submission that may replace this

"Estimated Build Costs" means the sum of:

- (a) the estimated Build Costs remaining to be incurred at the Review Date and
- (b) the actual Build Costs incurred at the Review Date

"Estimated GDV" means the price at which a sale of the Open Market Housing Units would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 1 of Schedule 3 based on detailed comparable market evidence to be assessed by the GLA and the Council and assuming:

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion

"Expert" means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 10 to determine a dispute

"Existing Bus Layover Obligations" means any planning obligations in the Existing Planning Agreements relating to the use of the Bus Layover Land and access to that land for purposes in connection with buses and/or public transport

"Existing Planning Agreements" means the 1991 Agreement, the 1992 Agreement and the 1997 Agreement

"External Consultant" means the external consultant that may be appointed by the Council and approved by the GLA, or an external consultant appointed by the GLA, to assess the Development Viability Information

"Grant Date" means:

- (a) if Challenge Proceedings are commenced and not withdrawn prior to the expiry of the Challenge Period, the date on which the Planning Permission is finally upheld following the relevant Challenge Proceedings (including any appeals) being exhausted; or
- (b) in all other circumstances, the date of grant of the Planning Permission

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

"Healthcare Contribution" means the sum of £395,685 Index-Linked to be paid to the Council and applied towards the provision or improvement of primary healthcare facilities in the vicinity of or serving the Development

"Highway Works" means the works set out in Appendix 2 to be carried out in the area shown on Plan 4 which are to be carried out on the public highway and on adjoining land within the Land and secured through the completion of a Highway Works Agreement

"Highways Agreement" means an agreement or agreements between the Owner and the Council as the highway authority pursuant to sections 38, 72 and 278 (as applicable) of the Highways Act 1980 and other relevant enabling powers for securing the carrying out and completion of the Highway Works by the Owner and:

- (a) under which the Owner covenants to pay for the Council's reasonable costs in producing a detailed design of the Highway Works;
- (b) the reasonable estimated cost of the Highway Works (in the event that they are undertaken by the Council) once the design details and costs are established;
- (c) any reasonable and proper costs incurred by the Council in excess of the estimated costs of the Highway Works (in the event that they are undertaken by the Council) referred to in sub-paragraph (b) above; and
- (d) which may include such indemnities or other terms as the Council may reasonably require in relation to the carrying out and/or use of the Highway Works and also providing for the dedication as highway land of new widened footway as shown coloured green on Plan 4

"Homes England" means the housing and regeneration agency for England (or any successor body that replaces it)

"Household" means, in relation to a person "A", A and all other persons who would, after purchasing a London Shared Ownership Housing Unit (or Additional Affordable Housing Unit to be provided as London Shared Ownership Housing) or renting a London Living Rent Housing Unit (or Additional Affordable Housing Unit to be provided as London Living

Rent Housing) (as appropriate) share that unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:

- (a) in relation to a single Eligible Purchaser or a single Eligible Renter the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and
- (b) in relation to joint Eligible Purchasers or joint Eligible Renters the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Households

"Housing 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.

"Independent Valuer" means the valuer appointed pursuant to the provisions of paragraph 8 of Part A of Schedule 3

"Index" means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the GLA may determine, acting reasonably

"Index-Linked" means the product of the relevant amount specified in this Deed multiplied by A and divided by B where:

- (a) **"A"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index prior to the relevant anniversary of the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index prior to the date of the payment; and
- (b) **"B"** is:
 - (i) in the case of Service Charges only, the most recently published figure for the Index at the date on which the Agreed Service Charge Rate was agreed or determined in accordance with paragraph 6.2.2 of Part A of Schedule 3; or
 - (ii) in all other cases, the most recently published figure for the Index at the date of this Deed,

PROVIDED THAT if the Index shall cease to be compiled or the formula shall otherwise be incapable of operation then such other equivalent means as shall be proposed by the Owner and may be approved by the Council in writing

"Intention Notice" means a notice in writing served on the Chargee by the GLA or the Council under clause 6.3 that the Council or the GLA (or the Council's or the GLA's nominated substitute Affordable Housing Provider) is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Interest" means interest at 4% above the base lending rate of Lloyds Bank or such other bank as the Council uses from time to time

"Intermediate Housing" means London Living Rent Housing and London Shared Ownership Housing or either of them (as the context requires)

"Intermediate Housing Policy Statement" means the policy statement published by the Council from time to time (the most recent version of which was published on 8 January 2018) which outlines, with or without other matters, the income eligibility range for applicants to intermediate housing schemes in the Borough of Richmond upon Thames (or any replacement Council guidance or policy statement)

"Land" means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title number TGL45415 and shown for the purpose of identification only edged red on the Location Plan (Plan 1) annexed at Schedule 1 to this Deed

"Level Crossing Improvements Contribution" means the sum of £60,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, except as they may involve amendments to the adjacent highway for delivery by the highway authority to be applied towards improvements to the level crossing in the vicinity of the Development

"Local Businesses" means Businesses registered within the London Borough of Richmond.

"Local Employment Agreement" means a commitment by the applicant to maximise the employment and training opportunities for Local People, in line with the industry recognised benchmarks for skills, employment and supply chain opportunities according to the quantum of development and nature of end use.

"Local People" means people who

- a) are a resident with a post code signifying that they live in the London Borough of Richmond; or
- 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; or
- c) are seeking Information, advice and guidance, employment support or training to seek employment; or
- d) are seeking to apply for a vacancy linked to the development in accordance with the terms agreed within an Employment and Skills Plan.

"Local Resident" means a person living in or working in or with a local connection to the London Borough of Richmond upon Thames

"London Affordable Rented Housing" means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent:

- (a) including Service Charges, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

"London Affordable Rented Housing Unit" means any Low Cost Rented Housing Unit which is to be provided as London Affordable Rented Housing

"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

"London Living Rent Housing" means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:

- (a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;
- (b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;
- (c) under which annual housing costs, including rent and Service Charges, must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70

per cent of gross income) specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed);

- (d) under which the rent (inclusive of Service Charges), which is to be set by the Affordable Housing Provider in consultation with the Council, is at the time of the letting in question: (i) not more than 80 per cent of the local market rent (where the market rent of a tenancy at any time is the rent which the tenancy might reasonably be expected to fetch at that time on the open market); (ii) and equal to or less than the relevant maximum rents published by the GLA annually; and
- (e) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period but subject always to annual housing costs, including rent and Service Charges, not exceeding 28 per cent of the relevant annual gross income upper limit specified in the London Plan Annual Monitoring Report (such limit being £60,000 at the date of this Deed),

PROVIDED THAT initial rents for subsequent lettings will reset in accordance with subparagraph (d) above

"London Living Rent Housing Units" means the 36 Affordable Housing Units shown shaded green on Plan 3 comprising 83 Habitable Rooms (less, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing or as Social Rented Housing (as the case may be)) to be made available for London Living Rent Housing in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing

"London Living Rent Marketing Plan" means a plan to market the London Living Rent Housing Units to Eligible Renters with priority being given by the Affordable Housing Provider to Local Residents for the first three months of marketing

"London Plan" means the London Plan published in March 2021 as revised from time to time

"London Plan Annual Monitoring Report" means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement Greater London Authority guidance or policy

"London Shared Ownership Housing" means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):

- (a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and
- (b) in respect of each London Shared Ownership Housing Unit, must not exceed 28 per cent (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) of the relevant annual gross income upper limit specified in the Council's Intermediate Housing Policy Statement (such amount as at the date of this Deed being £50,000 for two thirds of the London Shared Ownership Housing Units and £90,000 for one third of the units) **Provided That** this restriction shall apply only to the sale of a London Shared Ownership Housing Unit to an Eligible Purchaser where such sale is

reserved to that Eligible Purchaser within the first three months of the London Shared Ownership Housing Unit being marketed, and

- (c) that the selected Registered Provider demonstrates affordability of the London Shared Ownership Housing Units sales in the scheme to an average gross household income of £56,200

),

and **"London Shared Ownership Lease"** means and **"London Shared Ownership Lessee"** shall be construed accordingly

"London Shared Ownership Housing Units" means the 34 Affordable Housing Units as shown shaded red on Plan 3 comprising 101 Habitable Rooms (together with, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as Open Market Housing Units) which as a result of the operation of the Council Grant Funding Review are to be provided as London Shared Ownership Housing) to be made available for London Shared Ownership Housing in accordance with Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

"London Shared Ownership Marketing Plan" means a plan to market the London Shared Ownership Housing Units with priority being given by the Affordable Housing Provider in accordance with paragraph 3.7 of Part A of Schedule 3 to this Deed and to Local Residents

"Low Cost Rented Housing Units" means the 103 Affordable Housing Units shown shaded yellow on Plan 3 comprising 293 Habitable Rooms (together with, if applicable, any Council Grant Funded Units (which but for the operation of the Council Grant Funding Review would have been provided as London Living Rent Housing or Open Market Housing Units (as the case may be)) which as a result of the operation of the Council Grant Funding Review are to be provided as London Affordable Rented Housing instead) to be provided as London Affordable Rented Housing or (if the Owner elects) as Social Rented Housing (or in any combination of the two whereby some of the relevant units are provided as London Affordable Rented Housing and the remainder are provided as Social Rented Housing) in accordance with Part A of Schedule 3 to this Deed together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing or as Social Rented Housing (as applicable)

"Mayor's Funding Guidance" means "Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance" published by the Mayor of London in November 2016 (and including the addendum published in June 2018) or any update or replacement guidance

"Monitoring Contribution" means the sum of £45,621 Index-Linked to be paid to the Council towards the costs of the Council for monitoring the obligations of the Owner in this Deed

"Moratorium Period" means, in each instance where a Chargee has served a Default Notice under clause 6.2.1, the period from (and including) the Date of Deemed Service to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee, the GLA and the Council)

"Network Rail" means Network Rail Infrastructure Limited (Company registration number 02904587) whose registered office is at 1 Eversholt Street, London NW1 2DN or any successor to its relevant function(s)

"Nominations Agreement" means in respect of the Low Cost Rented Housing Units (and if applicable any Additional Affordable Housing Units to be provided as Low Cost Rented Housing), an agreement for the nomination of tenants for those units substantially in the form of the relevant draft annexed at Appendix 3 (or such other form as may be agreed between the Owner and the Council from time to time)

"North Sheen Station Improvements Contribution" means the sum of £40,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, to be applied towards improvements to North Sheen mainline railway station including, without limitation, new benches and lighting improvements, re-painting and improvements to customer information provision

"Occupation" means occupation of the Land or any of the Residential Units or any part(s) of any buildings forming part of the Development for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and **"Occupy"** and **"Occupied"** shall be construed accordingly

"Occupier" means the occupier or occupiers of a single Residential Unit

"Offsite Playspace Contribution" means the sum of £63,455 Index-Linked to be paid to the Council and to be applied towards the provision and/or improvement of playspace for 11 to 17-year olds in the vicinity of the Development

"Offsite Playspace Maintenance Contribution" means the sum of £23,520 Index-Linked to be paid to the Council and to be applied towards the ongoing maintenance of playspace for 11 to 17-year olds in the vicinity of the Development for a period five years

"Open Market Housing Unit" means any Residential Unit forming part of the Development which is not an Affordable Housing Unit or Additional Affordable Housing Unit

"Option" means the option to be granted to the Council (or its nominated substitute Affordable Housing Provider) or to the GLA (or its nominated substitute Affordable Housing Provider) (as the case may be) in accordance with in accordance with clause 6.4 for the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units

"Parties" means the GLA, the Owner and the Mortgagee and **"Party"** shall be construed accordingly as the context requires

"Phase" means a phase of the development as defined in the Phasing Plan and **"Phase 0"**, **"Phase 1a"**, **"Phase 1b"**, **"Phase 2"**, **"Phase 3"** and **"Phase 4"** shall be construed accordingly

"Phasing Plan" means the plan annexed to this Deed as Plan 2 showing the phases in which the Development is to be constructed (or such replacement plan as may be proposed by the Owner and approved by the Council and the GLA from time to time)

"Planning Permission" means the planning permission for the Development to be granted pursuant to the Application a draft of which is attached to this Deed at Schedule 2 and, other than for the purposes of clauses 7.1 and 7.2 and Formula 2 (and without prejudice to the Council's discretion to require a deed of variation or replacement deed of planning obligations to secure different or additional planning obligations), includes: (i) any amendments to that planning permission from time to time pursuant to section 96A of the 1990 Act; and (ii) any planning permission subsequently granted under section(s) 73 and/or 73A of the 1990 Act from time to time in connection with the Development

"Playspace Facilities" means the communal amenity areas of the Development comprising child play space as shown for indicative purposes coloured red and coloured green on Plan 6

"Practical Completion" means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and **"Practically Completed"** shall be construed accordingly

"Preliminary Notice" means the written notice served by the Council confirming the availability of Council Grant Funding in accordance with the provisions of paragraph 8.2 of Part A of Schedule 3 and which confirms the likely level of funding which is available

"Previous Permission" means the relevant planning permission(s) authorising the existing buildings on and use of the Land immediately prior to the grant of the Planning Permission

"Priority Band 1" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £50,000 (maximum annual housing cost including mortgage repayments, rent and service charges should be no greater than 40 per cent of net household income) for two thirds of the London Shared Ownership Housing Units subject to any adjustments made by the Council's Intermediate Housing Policy Statement (or replacement guidance or policy) from time to time

"Priority Band 2" means Eligible Purchasers whose gross annual household income at the date of purchasing a London Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

"Public Realm" means those parts of each Phase shown coloured blue on Plan 6 which are to be provided as public access open space in accordance with paragraph 2 of Schedule 6

"Public Realm Management Plan" means a scheme for the management and maintenance (including where appropriate repair and renewal) of the Public Realm such management plan to include:

- (a) a plan identifying the layout, the soft and hard landscaping areas, fencing and access points of the Public Realm to which it relates;
- (b) details of and specification for the required management and maintenance arrangements (including tree planting and maintenance);
- (c) details of the management body responsible for maintenance;
- (d) details of the frequency of maintenance;
- (e) repair and renewal arrangements;
- (f) lighting and provision of litter bins; and
- (g) drainage, boundary treatment and provision of play equipment

"Public Realm Provision Scheme" means details of the provision of Public Realm within the relevant Phase of the Development including:

- (a) location of each area of Public Realm;
- (b) a plan showing where the relevant Public Realm will be provided; and
- (c) a timetable setting out when each parcel of Public Realm within the Phase will be fully available for use by the public by reference to the Occupation of Blocks, Residential Units and/or Commercial Units (as applicable) within the relevant Phase,

(which scheme for the avoidance of doubt may allow for the planting of any grass trees and shrubs comprised in the relevant Public Realm to which the scheme relates to be carried out in the first planting season following first Occupation of the relevant Block, Residential Unit(s) and/or Commercial Unit(s) (as applicable))

"Public Subsidy" means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development

"Purchased LLR Unit" means any London Living Rent Housing Unit (or Additional Affordable Housing Unit provided as London Living Rent Housing) which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraph 4 of Part A of Schedule 3 to this Deed

"Railway Safety Contribution" means the sum of £15,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards education programmes for the local community on railway safety including, without limitation, education on the risks associated with the nearby level crossing and how to use it safely

"Reasonable Endeavours" has the meaning given to it in clause 1.2.10

"Regulator of Social Housing" means the government agency for the regulation of social housing in England (or any successor agency)

"Rent Guidance" means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation

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

"Reportable Unit" means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)

"Reportable Unit (Energy Centre)" means either a connection to third-party district heating network, a self-contained energy centre serving multiple residential/non-residential properties (within the Land) or a self-contained energy system serving multiple residential properties (within a Block or Phase)

"Reportable Unit (Residential)" means, for each individual Block, all Residential Units within that Block (excluding the communal areas)

"Reportable Unit (Non-Residential)" means a non-residential reportable unit determined in accordance with the relevant criteria in the 'Be Seen' Energy Monitoring Guidance (including communal areas in Blocks).

"Residential Travel Plan" means a travel plan for the Residential Units within the Development to be submitted by the Owner to the Council for its approval pursuant to paragraph 1.1 of Schedule 4 and which shall comply with TfL's best practice as shall apply at the date of submission of the travel plan and which shall include the information and measures set out at paragraph 1.2 of Schedule 4 and include measures:

- (a) to appoint a travel plan co-ordinator whose appointment shall be prior to first marketing of any Residential Unit;
 - (b) comprising an action plan and initiatives to achieve mode shares attached at appendix 5 and approved on grant of the Planning Permission;
 - (c) to influence positively the travel behaviour of Occupiers by promoting alternative modes of travel to the car;
 - (d) to minimise the number of single occupancy car trips generated by the Development by encouraging car sharing and car clubs;
 - (e) to provide visitor cycle spaces in accessible locations within the Development,
- and such other measures as may be agreed between the Council and the Owner

"Residential Units" means the Open Market Housing Units and the Affordable Housing Units and (if any) the Additional Affordable Housing Units and for the avoidance of doubt any Council Grant Funded Units

"Returns" means forms showing a breakdown of race, sex, postcode and any disability of people recruited to work on the construction of the Development

"Review Date" means the date of the submission of the Development Viability Information pursuant to Part A of Schedule 3 of this Deed

"Richmond Work Match" means a designated professional recruitment service that works with construction and sub-contractors to support their recruitment needs; to work with residents and recruit, to train up residents in construction qualifications and ensure the delivery and monitoring of the Employment and Skills Plans

"Service Charges" means all amounts payable by a tenant or owner (as appropriate) of the relevant Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that Low Cost Rented Housing Unit or London Shared Ownership Housing Unit or London Living Rent Housing Unit (as applicable)

"Social Rented Housing" means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents

"Staircasing" means the acquisition by a purchaser of a London Shared Ownership Housing Unit of additional equity in a unit of London Shared Ownership Housing up to a maximum of 100% equity and **"Staircased"** shall be construed accordingly

"Station Access Feasibility Contribution" means the sum of £410,000 Index-Linked to be paid to the GLA (for payment on to Network Rail), or (if the GLA elects) directly to Network Rail, and applied towards feasibility, design and development studies relating to, and delivery of, accessibility improvements to North Sheen mainline railway station

"Statutory Undertaker" means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) Order 2015

"Substantial Implementation" means the Development has been Commenced and the following has occurred:-

- (a) letting of a contract for the construction of Phase 1b
- (b) completion of Phase 0 and Phase 1a; and
- (c) construction of the ground floor of Block C up to and including the first floor slab

"Substantial Implementation Target Date" means the date 24 months from but excluding the Grant Date

"Sums Due" means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses

"Sustainable Transport Implementation Fund" means £350,000 Index-Linked to be paid to the Council and held for five (5) years from the date of the Baseline Travel Survey (as defined by the Residential Travel Plan) to be applied towards the implementation of any additional measures in order to meet the targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan

"Sustainable Transport Measures" means measures intended to improve sustainable transport in connection with the Development and/or to meet the relevant targets set out in the Residential Travel Plan, Commercial Travel Plan and/or Delivery and Servicing Management Plan (as applicable) in accordance with the terms of Schedule 4, including but not limited to any of the following (or any combination of them):

- (a) Qualitative research such as holding community residential groups to gain information on travel barriers;
- (b) Implementation of a cargo bike scheme;
- (c) Free membership to cycle hire or purchase of pool bikes;
- (d) Funding or discount towards the purchase of non-standard cycles (e.g. adapted cycles or cargo bikes);
- (e) Purchase of cargo bike for Commercial Units;

- (f) Loaded travel (oyster) cards for public transport;
- (g) Additional cycle infrastructure, enhanced cycle parking (off-site) and education;
- (h) Additional pedestrian infrastructure, or public realm improvements;
- (i) Additional public transport infrastructure;
- (j) Enhanced pedestrian crossing facilities on Manor Road (costed at approximately £350,000);
- (k) Women's safety audit and interventions delivery (costed at approximately £250,000).

"Target Rents" means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time

"Total Benchmark Value" means the estimated total disposal value of the Open Market Housing Units, the London Living Rent Housing Units, the Affordable Rented Housing Units and the London Shared Ownership Housing Units that is identified by the Independent Valuer using comparable data which is no more than six months old and agreed between the Owner and the Council to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3

"Transport for London" means Transport for London or its successor body and **"TfL"** shall be construed accordingly

"Travel Plan Monitoring Contribution (Commercial)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Commercial Travel Plan

"Travel Plan Monitoring Contribution (Residential)" means the sum of £5,000 Index-Linked to be paid to the Council and used for monitoring performance against and reviewing the Residential Travel Plan

"Undertakes" means undertakes pursuant to section 106 of the Act and section 16 of the Greater London Council (General Powers) Act 1974 and **"Undertake"** and **"Undertakings"** shall be construed accordingly

"Unit Benchmark Value" means the estimated disposal value of the relevant Open Market Housing Unit, London Living Rent Housing Unit, Affordable Rented Housing Unit or London Shared Ownership Housing Unit (as the case may be) that is identified by the Independent Valuer using comparable data which is no more than six months old to inform the proposed application of the Council Grant Funding pursuant to the obligations at paragraph 8 of Part A of Schedule 3 and as illustrated for information purposes only in the Worked Example (CGF Review)

"Waste Collection Contribution" means the sum to be demonstrated by the Council as being the reasonable cost for providing a second weekly waste collection at the Development which shall be referable to an Expert for determination where not agreed in accordance with clause 10 and such sum shall payable in accordance with paragraph 3 of Schedule 6

"Worked Example (CGF Review)" means the illustrative worked example of the Council Grant Funding Review (showing, amongst other things, an example of the determination of the Unit Benchmark Value and a calculation of how many and which Residential Units can be provided as Council Grant Funded Units using Council Grant Funding), attached hereto as Appendix 5

"Working Day" means any day excluding Saturdays, Sundays and any bank holidays in England and **"Working Days"** shall be construed accordingly.

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 save that references to use classes within the Town and Country Planning (Use Classes) Order 1987 are and shall be construed as references to such use classes as stated in the Town and Country Planning (Use Classes) Order 1987 in force as at 31 August 2020 and such construction shall not be affected by changes to that Order after that date;
- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of, this Deed;
- 1.2.3 references to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 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;
- 1.2.6 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.7 covenants and Undertakings made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council and the GLA shall include successors to their respective statutory functions;
- 1.2.9 references to the Owner not Occupying include an obligation not to permit or suffer Occupation; and
- 1.2.10 reference to **"Reasonable Endeavours"** shall be taken to mean that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this Deed such Party will be bound to attempt to fulfil the relevant obligation to the standard of that required of the relevant Party as set out in clause 1.2.11 and by the expenditure of such effort and/or sums of money and the pursuance of such reasonable avenues that are available and engagement of such professional or other advisers as in each case in all the circumstances (including the importance to the other Parties of the fulfilment of the relevant obligation) may be reasonable to expect PROVIDED THAT this shall not require any Party to sacrifice its own commercial interests, nor shall it require any Party to continue with such endeavours if it is clear that to do so would be likely to be futile.
- 1.2.11 The standards referred to in clause 1.2.10 are:
 - (A) in the case of the Owner, that of a competent and prudent commercial developer having the same commercial interests and economic circumstances as the Owner in the context of the Development and the wider commercial and residential property market; and
 - (B) in the case of the GLA, that of a competent local authority acting reasonably in the context of its statutory functions.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Deed is entered into under sections 2E and 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and, subject to clause 2.2, all the

restrictions covenants and Undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the Council and the GLA each as local planning authority not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and Section 16 of the Greater London Council (General Powers) Act 1974 and for the avoidance of doubt the covenants in paragraph 8 of Schedule 4 are Undertakings for the purposes of the said section 16 but are not planning obligations.

3. **EFFECT AND CONDITIONALITY OF THIS DEED**

This Deed is conditional and shall become binding upon the grant and Commencement of the Planning Permission **SAVE FOR** the provisions of this clause 3 and clauses 1, 2, 4.2, 4.3 and 6 to 24 (inclusive) and any obligations in this Deed expressly requiring compliance prior to the Commencement of Development which shall come into effect on completion of this Deed.

4. **THE OWNER'S COVENANTS AND OBLIGATIONS**

- 4.1 The Owner covenants with the GLA and Undertakes to the Council to perform the obligations and Undertakings specified in Schedule 3 to Schedule 7 (inclusive) to this Deed.
- 4.2 The Owner Undertakes to pay to the Council on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation of this Deed and the Monitoring Contribution.
- 4.3 The Owner covenants to pay to the GLA on or before completion of this Deed the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

5. **THE GLA'S COVENANTS**

The GLA covenants with the Owner to perform the obligations on its part specified in this Deed.

6. **EXCLUSIONS**

- 6.1 This Deed shall not be enforced against the following:
- 6.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
- 6.1.2 any owner, tenant or occupier of any Open Market Housing Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;
- 6.1.3 any owner, tenant or occupier of any Commercial Unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit **SAVE FOR** the obligations in paragraphs 4.2 and 8.2 of Schedule 4 which shall be enforceable against such persons;
- 6.1.4 any Affordable Housing Provider providing Affordable Housing Units within a completed building in the Development except in relation to the obligations in

Part A of Schedule 3 paragraphs 2, 3.6 to 3.11 (inclusive) and 4 and paragraph 8.1 of Schedule 4 to this Deed;

- 6.1.5 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit who has exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or the Housing and Regeneration Act 2008 or the Housing and Planning Act 2016 or any similar or substitute right applicable or has acquired 100% of the equity in a London Shared Ownership Housing Unit nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraph 8 of Schedule 4 which shall be enforceable against such persons;
 - 6.1.6 any occupier or tenant of a London Shared Ownership Housing Unit or a Low Cost Rented Housing Unit or a London Living Rent Housing Unit or an Additional Affordable Housing Unit (other than a person to whom clause 6.1.5 applies) nor against a mortgagee or chargee or receiver of such person's interest the relevant unit **SAVE FOR** the obligations in paragraphs 2 and 4 of Part A of Schedule 3 and paragraph 8 of Schedule 4 which shall be enforceable against such persons;
 - 6.1.7 subject to clause 6.2 to 6.7 (inclusive), and in respect of the covenants, restrictions and obligations in Part A of Schedule 3 only, any Chargee of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such Chargee;
 - 6.1.8 subject (in relation to any Chargee) to clause 6.1.7 (which clause, for the avoidance of doubt, applies only to the enforceability against such Chargee of the covenants, restrictions and obligations in in Part A of Schedule 3), against any Chargee or other chargee or mortgagee from time to time who has the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver until such Chargee or other chargee, mortgagee or receiver has entered into possession of the Land or the part thereof to which such covenants, Undertakings, restrictions and obligations relate or the Development is continued by or at the instigation of a receiver, liquidator or other agent appointed by or on behalf of any Chargee or other mortgagee or chargee in place of the Owner;
 - 6.1.9 any successors in title to the persons categorised in clauses 6.1.1 to 6.1.8; and
 - 6.1.10 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services (including for the avoidance of doubt TfL and London Bus Services Limited (and their respective statutory successors and their nominated occupiers and operators) in respect of the Bus Layover Land).
- 6.2 In order to benefit from the protection granted by clause 6.1.7, a Chargee must:
- 6.2.1 prior to seeking to dispose of the relevant Affordable Housing Units serve a Default Notice:
 - (A) on the Council either:
 - (1) by delivery by hand to the Council's offices at the Civic Centre 44 York Street Twickenham TW1 3BZ and addressed to the Head of Development Management during the hours of 9am to 5pm on a Working Day; or
 - (2) using first class registered post to the Council's offices addressed to the Head of Development Management,

in either case with a copy sent by email to planning@richmond.gov.uk (or such other email address as may be notified by the Council to the Owner); and
 - (B) on the GLA either:

- (1) by delivery by hand to both the GLA's offices at City Hall, Kamal Churchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning) in both cases between 9 a.m. and 5 p.m. on a Working Day; or
 - (2) by using first class registered post to both the GLA's offices at City Hall, Kamal Churchie Way, London E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Legal Manager for Property and Planning),
 - in either case with a copy sent by email to planningsupport@london.gov.uk (or such other email address as may be notified by the GLA to the Owner);
- 6.2.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units; and
- 6.2.3 subject to clause 6.7 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 6.4 below.
- 6.3 From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later (the "**Intention Notice Period**"), the GLA or the Council may serve an Intention Notice on the Chargee the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.
- 6.4 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served the Intention Notice (or that party's nominated substitute Affordable Housing Provider) (the "**Buyer**")), the Chargee will grant to the Buyer an exclusive option to purchase the relevant Affordable Housing Units which shall contain the following terms:
 - 6.4.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 6.4.2 the price for the sale and purchase will be agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below;
 - 6.4.3 provided that the purchase price has been agreed in accordance with clause 6.5.2 below or determined in accordance with clause 6.6 below, but subject to clause 6.4.4 below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 6.4.4 the Option will expire upon the earlier of:
 - (A) notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval to the same; and
 - (B) the expiry of the Moratorium Period; and
 - 6.4.5 any other terms agreed between the parties to the Option (acting reasonably);
- 6.5 Following the service of the Intention Notice:
 - 6.5.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

- 6.5.2 the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which shall be the higher of:
- (A) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in Schedule 3; and
 - (B) (unless otherwise agreed in writing between Buyer and the Chargee) the Sums Due.
- 6.6 If on the date falling 10 Working Days after service of the Intention Notice, the Buyer and the Chargee have not agreed the price pursuant to clause 6.5.2(A) above:
- 6.6.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
 - 6.6.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
 - 6.6.3 the independent surveyor shall determine the price reasonably obtainable referred to in clause 6.5.2(A) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;
 - 6.6.4 the independent surveyor shall act as an expert and not as an arbitrator;
 - 6.6.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
 - 6.6.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
 - 6.6.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.7 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in Part A of Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units (but subject to any existing tenancies) if:
- 6.7.1 neither the GLA nor the Council has served an Intention Notice before the expiry of the Intention Notice Period;
 - 6.7.2 the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
 - 6.7.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first obtained the GLA's written approval.
- 6.8 The GLA and (if applicable) the GLA's nominated substitute Affordable Housing Provider (as appropriate) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 6.2 to 6.7 above (inclusive).
- 7. DETERMINATION OF THE PLANNING PERMISSION**
- 7.1 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

(insofar as it has not already been complied with and save for any breach prior to such cessation) in the event that:

- 7.1.1 the Planning Permission shall lapse without having been implemented; or
- 7.1.2 the Planning Permission shall be revoked without the consent of the Owner; or
- 7.1.3 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the Council.

7.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 7 the Owner may request that the Council effect the cancellation of all entries made in the register of local land charges in respect of this Deed **PROVIDED THAT** there are no outstanding obligations.

7.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission (other than the Planning Permission) issued subsequent to the grant of the Planning Permission.

8. **CONSENT IN RELATION TO THIS DEED**

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

8.2 Neither the Council nor the GLA shall be required to pay any costs in the giving by that Party of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction pursuant to this Deed to the Owner.

9. **VERIFICATION AND ENFORCEMENT**

The Owner shall permit each of the Council and the GLA (and in each case its authorised employees and agents) upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligation arising under this Deed has been performed or observed **SUBJECT TO** compliance by the Council or the GLA (as the case may be) and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

10. **DISPUTE PROVISIONS**

10.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under Schedule 3 of this Deed) then unless the relevant part of the Deed indicates to the contrary, 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 either 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 save in the case of manifest error.

10.2 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 10.3.

10.3 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.

- 10.4 The Expert's costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares.
- 10.5 In the event that the Council states that it does not agree or approve any details, scheme or appraisal submitted to it by the Owner for such agreement or approval under the terms of this Deed the Owner shall use Reasonable Endeavours to consult and engage with the Council and pay regard to any representations made by the Council in an effort to reach agreement with the Council for a period of no less than 20 Working Days from receipt of the relevant communication from the Council stating that consent, approval or agreement is not given.
- 10.6 In the event that the relevant matter is not approved or agreed with the Council within the 20 Working Days period referred to at clause 10.5 above then the Owner shall provide to the Council a suggested suitable person to act as an independent expert in the relevant field to determine the matter and if the Council agrees to the suggested person or does not respond within 5 Working Days the expert is to be the person suggested by the Owner and the Owner shall appoint that person to act as an Expert and the Owner accepts and acknowledges that the decision of such an Expert shall be final and binding on the Owner in the absence of manifest error and the Owner covenants and undertakes that it shall carry out the Development in accordance with the matters as determined by the Expert PROVIDED THAT if the Council notifies the Owner within 5 Working Days that it does not agree to the suggested person to act as an Expert, then if the Owner and the Council cannot agree the identity of the Expert within a further period of 5 Working Days the Owner will refer the appointment of the Expert to the President for the time being of the Law Society or (in the case of a dispute relating to a financial matter) the President for the time being of the Royal Institution of Chartered Surveyors.
- 10.7 In the event that an Expert is to be appointed by the Owner (whether it is the person the Owner suggests or a person identified by the Presidents for the time being of the Law Society or the Royal Institution of Chartered Surveyors in accordance with Clause 10.6) pursuant to clause 10.6 then the Owner shall ensure that any such Expert shall be an independent and fit person of at least ten years professional experience of the matter in issue holding appropriate professional qualifications.
- 10.8 The terms of reference of the Expert appointed by the Owner to determine a matter between the Owner and the Council shall comprise the following:
- 10.8.1 The Expert shall call for written representations from the parties to the dispute within 15 Working Days of a reference to him under clause 10.6 and the parties may within such period also exchange such representations PROVIDED THAT nothing in these clauses 10.5 to 10.8 shall require the Council to participate in such processes but it may do so if it so wishes; and
- 10.8.2 the Expert shall provide the Owner with a written decision (including his reasons) within 20 Working Days of the last date for receipt of counter-representations.
- 10.9 The provisions of this clause 10 shall not affect the ability of the GLA or the Council to apply for and be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages or any other means of enforcing this Deed and consequential and interim orders and relief.
- 10.10 This clause 10 does not apply to disputes in relation to matters of law or the construction or interpretation of this Deed, which will be subject to the jurisdiction of the courts.
11. **POWERS OF THE COUNCIL**
- Nothing contained or implied in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council, the GLA and Transport for London in the exercise of their statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

12. **WAIVER**

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

13. **SEVERABILITY**

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

13.2 If any provision in this Deed is held to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

14. **SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

Subject to the payment of the Council's reasonable costs and charges in connection with certification, the Council may upon the written reasonable request of the Owner at any time after all the obligations of the Owner under this Deed have been performed or otherwise discharged as soon as is reasonably practicable cancel all entries made in the Register of Local Land Charges in respect of this Deed.

15. **NOTICES**

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

15.1.1 in the case of the Council at the address for the Council given at party recital (4) in this Deed addressed to the Head of Development Management or any other address previously notified by the Council in writing;

15.1.2 in the case of the GLA at the address for the GLA given at party recital (1) in this Deed addressed to the Head of Planning (citing reference 4795) or any other address previously notified by the GLA in writing;

15.1.3 in the case of the Owner at the address for the Owner given at party recital (2) in this Deed or any other address previously notified by the Owner in writing; and

15.1.4 in the case of the Mortgagee at the address for the Mortgagee given at party recital (3) in this Deed or any other address previously notified by the Mortgagee in writing.

15.2 Any notice shall be deemed to have been duly received:

15.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 15;

15.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or

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

- 15.3 Not less than 10 Working Days before the anticipated date of each of the following events, the Owner shall notify the Council in writing (with a copy to the GLA) of such anticipated date:
- 15.3.1 the date which is 3 months prior to the anticipated date of Commencement of Development;
 - 15.3.2 Commencement of Development;
 - 15.3.3 Commencement of Development of each Phase;
 - 15.3.4 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Shared Ownership Housing Unit;
 - 15.3.5 the date which is 12 months prior to the anticipated date of Practical Completion of the first London Living Rent Housing Unit;
 - 15.3.6 the date which is 12 months prior to the anticipated date of Practical Completion of the first Low Cost Rented Housing Unit
 - 15.3.7 Practical Completion of the Development;
 - 15.3.8 Practical Completion of the first Affordable Housing Unit to be Practically Completed;
 - 15.3.9 first Occupation of the Development;
 - 15.3.10 first Occupation of the first Commercial Unit to be Occupied;
 - 15.3.11 first Occupation of the first Residential Unit to be Occupied;
 - 15.3.12 first Occupation of each Block;
 - 15.3.13 first Occupation of the first Affordable Housing Unit to be Occupied;
 - 15.3.14 first Occupation of more than 50% of the Open Market Housing Units;
 - 15.3.15 first Occupation of more than 80% of the Open Market Housing Units; and
 - 15.3.16 first Occupation of more than 90% of the Open Market Housing Units.
- 15.4 The Owner shall not cause, suffer or permit the occurrence of any event specified in clause 15.3 above until they have given notice to the Council (with a copy to the GLA) of the anticipated date of that event in accordance with clause 15.3 above.

16. **MORTGAGEE CONSENT**

- 16.1 The Mortgagee hereby consents to the Owner entering into the obligations contained in this Deed and acknowledges that the Land shall be bound by the covenants, restrictions, obligations and Undertakings contained in this Deed PROVIDED THAT the Mortgagee and any future mortgagee shall not be liable in respect of any breach of the terms of this Deed unless and until it takes possession of the Land (or any part thereof) or the Development is continued by or at the instigation of a receiver, administrator, liquidator or other agent appointed by or on behalf of the Mortgagee in place of the Owner.

17. **CHANGE OF OWNERSHIP**

- 17.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Land.
- 17.2 The Owner Undertakes to give the Council and (unless otherwise agreed with the GLA) covenants to the GLA to give immediate written notice of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council or the GLA where the new owner is an individual owner occupier or tenant of any of the Residential Units and the commercial floorspace or the new owner is a mortgagee or chargee of such individual

owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

18. PREVIOUS SECTION 106 AGREEMENTS

- 18.1 The Owner undertakes to the Council and covenants with the GLA that following the carrying out of a material operation as defined in Section 56(4) of the 1990 Act pursuant to the Planning Permission the Owner shall not use the Land or carry out any further works under the Previous Permission.
- 18.2 The Owner and the Council may agree to enter into a separate agreement to provide for the release from all obligations, covenants and undertakings contained in the Existing Planning Agreements and from all liability, claims and demands in respect of any breach or non-observance of the same but without prejudice to the rights of the Council in relation to any antecedent breach of those obligations, covenants or undertaking SUBJECT TO any such agreement containing provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.3 The Owner covenants with the GLA that it shall not enter into any such agreement as referred to in clause 18.2 unless such agreement contains provisions to the effect that the Existing Bus Layover Obligations shall continue to apply during the Bus Layover Safeguarding Period.
- 18.4 The Owner acknowledges and declares that as from the date on which the Existing Planning Agreements may cease to have effect it shall not maintain and shall be estopped from maintaining that it is entitled to use the Land or carry out any further works under the Previous Permission save as provided in clause 18.5.
- 18.5 In the event that the Planning Permission is quashed or is revoked or otherwise withdrawn the Owner shall be permitted to use the Land and carry out further works under the Previous Permission and for the avoidance of doubt the Existing Planning Agreements shall continue to apply in respect of the Previous Permission.

19. INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if payment of any sum referred to in this Deed becomes due and remains unpaid then the Owner shall pay the Council Interest on such unpaid sum from the date when it became due to the date it is paid in full to the Council.

20. INDEXATION

Any sum payable or required to be spent pursuant to any Schedule to this Deed or which is referred to as being "Index-Linked" shall be Index-Linked in an upward direction only and shall accordingly be increased by the amount calculated in accordance with the definition of Index-Linked in this Deed.

21. THIRD PARTY RIGHTS

- 21.1 The Contracts (Rights of Third Parties) Act 1999 shall apply to this Deed such that any person who is not named in this Deed shall not have a right to enforce any of its terms **OTHER THAN:**
- 21.1.1 any successors in title to any of the Parties or (in the case of the Council and the GLA) the successor to its respective statutory functions;
 - 21.1.2 TfL in relation to paragraph 13 of Schedule 4 and paragraph 2.2 of Schedule 8 only; and
 - 21.1.3 Network Rail in relation to paragraph 10 of Schedule 4 only.

22. COMMUNITY INFRASTRUCTURE LEVY REGULATIONS 2010

For the purposes of the Community Infrastructure Levy Regulations 2010 (the "**Regulations**"), the Owner and the GLA hereby affirm that the planning obligations

contained in Schedule 3 to Schedule 7 are necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development, so as to satisfy the tests in regulation 122(2) of the Regulations.

23. REGISTRATION OF THIS DEED

This Deed may be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

24. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and, subject to clause 10, the parties submit to the exclusive jurisdiction of the courts of England and Wales.

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

SCHEDULE 1

PLANS

1. Location Plan
2. Phasing Plan
3. Affordable Housing Plan(s)
4. Highway Works Plan
5. Bus Layover Land
6. Plan showing the Public Realm and Playspace
7. Plan showing the Car Club Parking Spaces



Handwritten initials and signature:
 [Signature]
 [Initials]



General notes

All selling out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
 All bearings and weatherings must be checked on site
 All dimensions must be checked on site
 This drawing must not be scaled
 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
 This drawing must not be used for land transfer purposes
 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
 This drawing must not be used on site unless issued for construction
 Subject to survey, consultation and approval from all statutory Authorities

Revision Status:
 P=Preliminary
 C=Contract

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Drawing notes

Electronic file reference
 Enter Source Filename 'Eg AA Title Block'

Status R:	Revision	Date	DRN	CHK	CDM
1	Planning Draft	15/01/19	HB	JL	
2	For Planning	06/02/19	RD	HB	
3	For Planning	05/11/21	HB	JL	
4	GIA confirmation	17/11/22	KC	AS	
5	Updated for S106	08/12/23	KC	JL	

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input checked="" type="checkbox"/>
Information	<input type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
Location Plan Existing

Scale @ A1 size
1:1250

Date
Feb '19

Drawing N°
MNR-AA-ALL-ZZ-DR-A-1000

Status & Revision
R5



General notes

All setting out must be checked on site
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 All fixings and weatherings must be checked on site
 All dimensions must be checked on site
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 This drawing must be read in conjunction with all other relevant drawings, specification clauses and current design risk register
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Drawing notes



Electronic file reference
 MNR-AA-SK-230319HB02

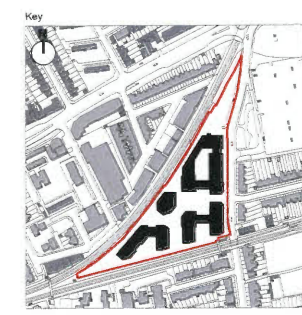
Status R:	Revision	Date	DRN	CHK	CDM
	6	Updated for S106	08/12/23	KC	JL

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client:
Avanton

Project title:
A3004 Manor Road Richmond

Drawing title:
Phasing Plan Ground Floor

Scale @ A1 size: **1:500** Date: **Jan '20**

Drawing N°:
MNR-AA-ALL-GF-DR-A-2100

Status & Revision:
R6

Assael

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General notes

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 All skings and weatherings must be checked on site
 All dimensions must be checked on site
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 Calculated areas in accordance with Assael Architecture's Definition of Areas for Scheme of Areas
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Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status	Revision	Date	DRN	CHK	CDM
	41	S106 - Tenure Plans	15/12/23	KC	JL

Key

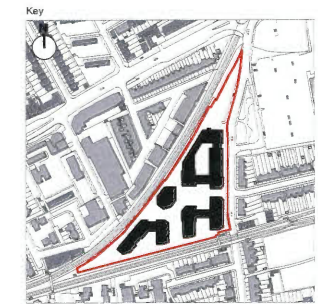
Market	Studio	1 Bed	2B3P	2B4P	3 Bed
Shared Ownership	[Light Blue]	[Medium Blue]	[Dark Blue]	[Light Green]	[Dark Green]
London Affordable Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Light Red]	[Dark Red]
London Living Rent	[Light Purple]	[Medium Purple]	[Dark Purple]	[Light Grey]	[Dark Grey]
Plant/Refuse/Bike Store	[Light Green]	[Medium Green]	[Dark Green]	[Light Blue]	[Dark Blue]
Commercial	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Light Red]	[Dark Red]

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Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client:
Avanton

Project title
A3004 Manor Road Richmond

Drawing title
GA Plans Proposed Ground Floor

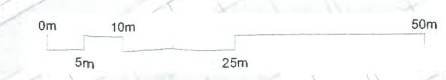
Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-GF-DR-A-2000

Status & Revision
R41



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 Drawing notes

Handwritten signature

Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
34	S106 - Tenure Plans	15/12/23	KC	JL	

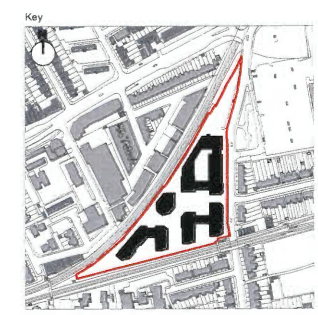
Key

Studio	1 Bed	2B3P	2B4P	3 Bed
Market				
Shared Ownership				
London Affordable Rent				
London Living Rent				
Plant/Refuse/Bike Store				
Commercial				

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client:
Avanton

Project title:
**A3004
 Manor Road Richmond**

Drawing title:
**GA Plans Proposed
 First Floor**

Scale @ A1 size: **1:500**
 Date: **Aug' 23**

Drawing N°:
MNR-AA-ALL-01-DR-A-2001

Status & Revision:
R34





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Revision Status:
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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
31	S106 - Tenure Plans	15/12/23	KC	JL	

Key

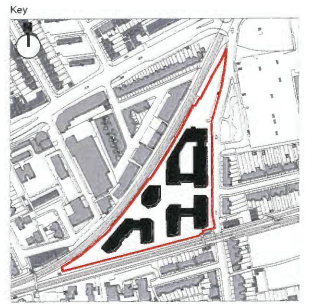
Studio	1 Bed	2B3P	2B4P	3 Bed
Market				
Shared Ownership				
London Affordable Rent				
London Living Rent				
Plant/Refuse/Bike Store				
Commercial				

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client:
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Second Floor**

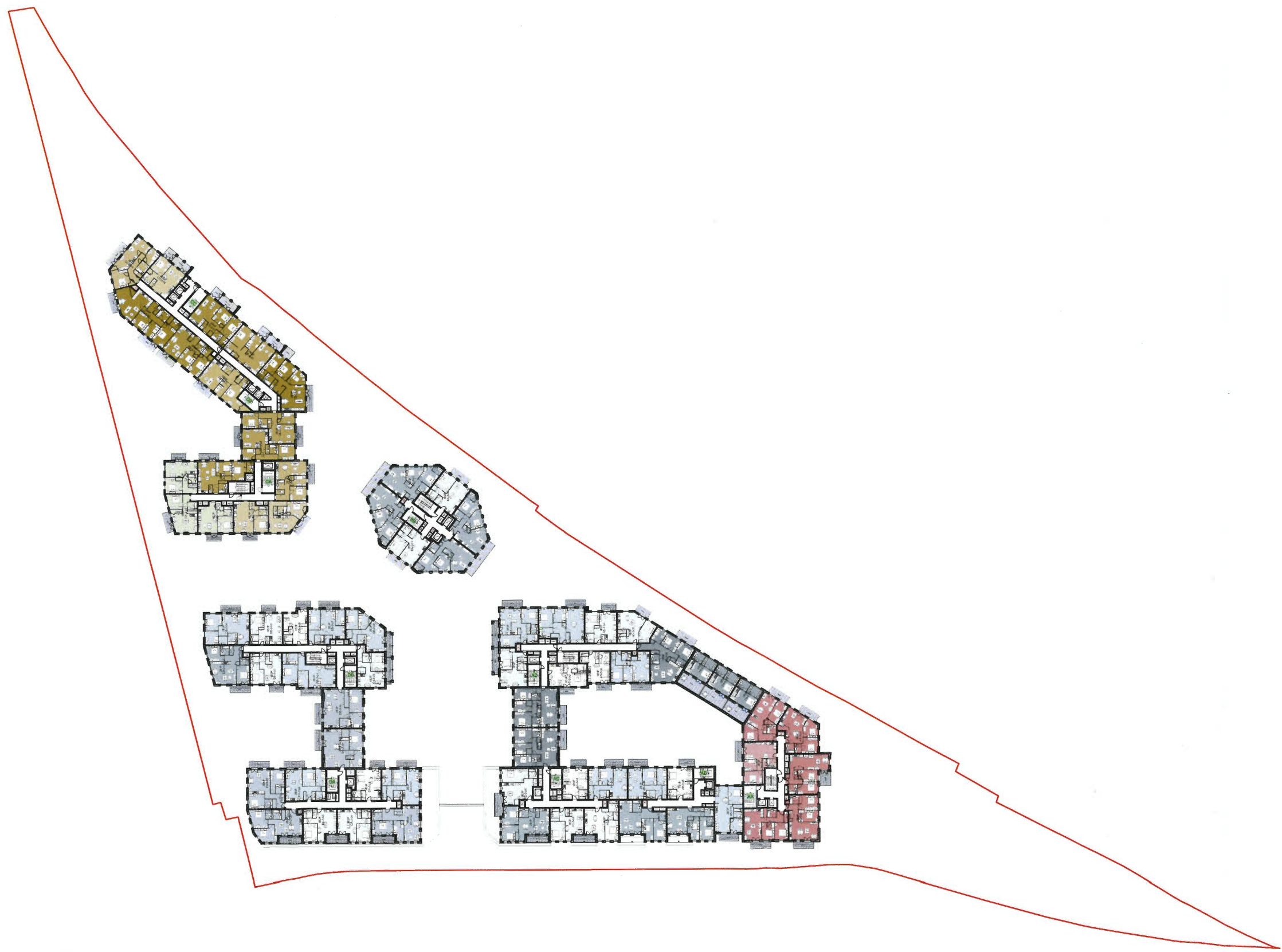
Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-02-DR-A-2002

Status & Revision
R31



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 Drawing notes

Electronic file reference
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Status R:	Revision	Date	DRN	CHK	CDM
29	S106 - Tenure Plans	15/12/23	KC	JL	

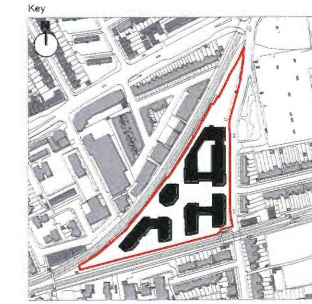
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]

Purpose of information

The purpose of the information on this drawing is for:	Planning	Information	Comment	Client approval	Construction
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Client:
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Third Floor**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-03-DR-A-2003

Status & Revision
R29



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Handwritten signatures and initials

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Electronic file reference
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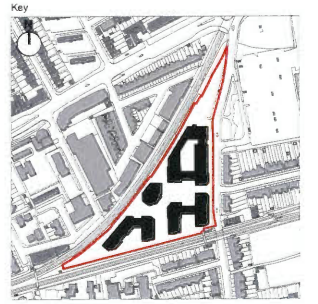
Status R:	Revision	Date	DRN	CHK	CDM
	30	S106 - Tenure Plans	15/12/23	KC	JL

Key

Studio	1 Bed	2B3P	2B4P	3 Bed
Market				
Shared Ownership				
London Affordable Rent				
London Living Rent				
Plant/Refuse/Bike Store				
Commercial				

Purpose of information

The purpose of the information on this drawing is for:	Planning	<input type="checkbox"/>
	Information	<input checked="" type="checkbox"/>
	Comment	<input type="checkbox"/>
All information on this drawing is not for construction unless it is marked for construction.	Client approval	<input type="checkbox"/>
	Construction	<input type="checkbox"/>



Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Fourth Floor**

Scale @ A1 size

1:500

Date

Aug' 23

Drawing N°

MNR-AA-ALL-04-DR-A-2004

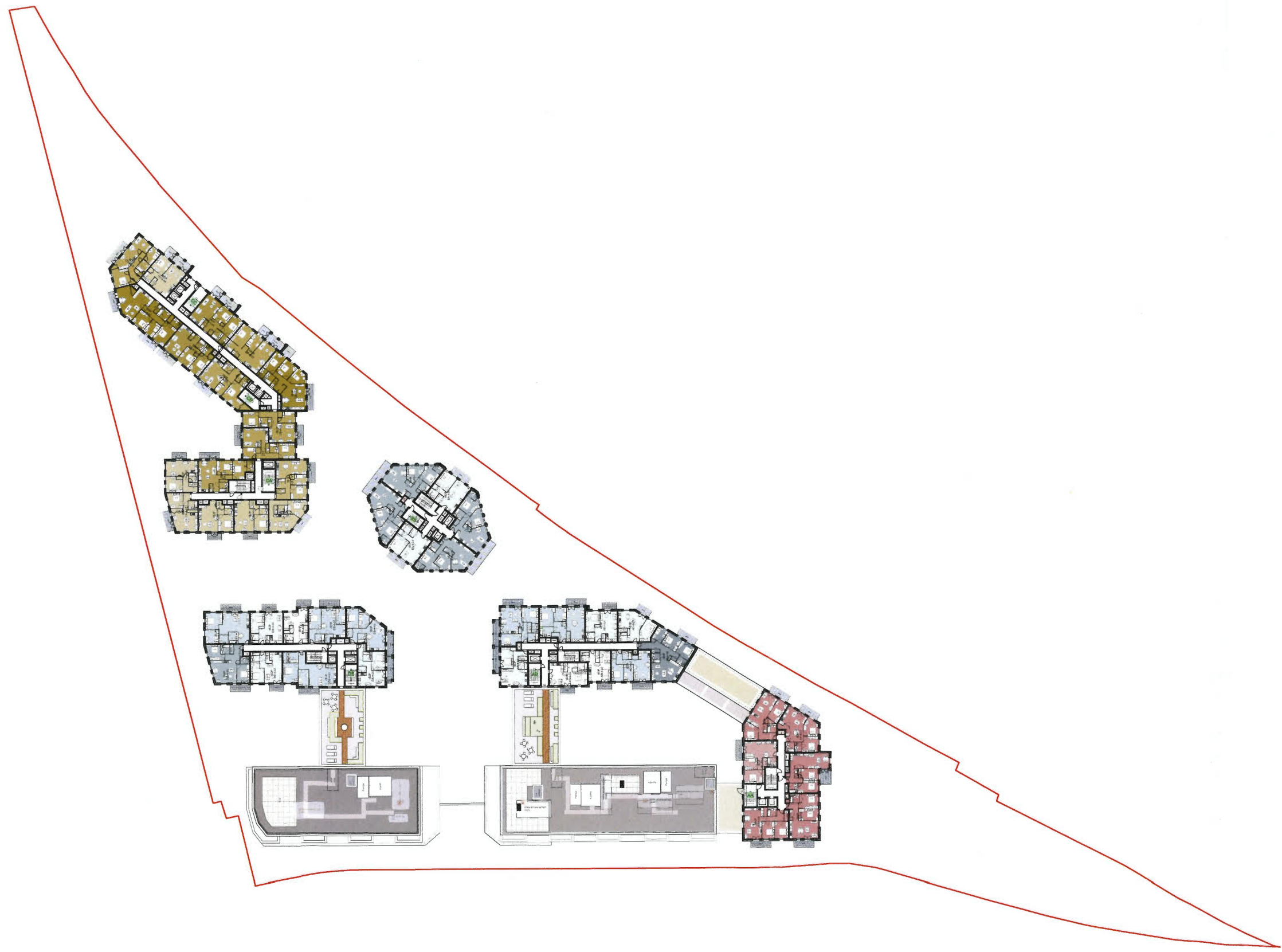
Status & Revision

R30



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[Handwritten signature]

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Electronic file reference
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Status R:	Revision	Date	DRN	CHK	CDM
	29	S106 - Tenure Plans	15/12/23	KC	JL

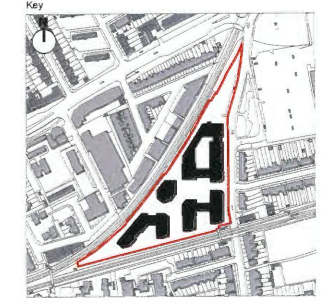
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Pink]	[Medium Pink]	[Dark Pink]	[Red]	[Dark Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Olive]	[Dark Olive]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Orange]	[Dark Orange]
Plant/Refuse/Bike Store	[Light Purple]	[Medium Purple]	[Dark Purple]	[Black]	[Black]
Commercial	[Light Grey]	[Medium Grey]	[Dark Grey]	[Black]	[Black]

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Fifth Floor**

Scale @ A1 size

1:500

Date

Aug '23

Drawing N°

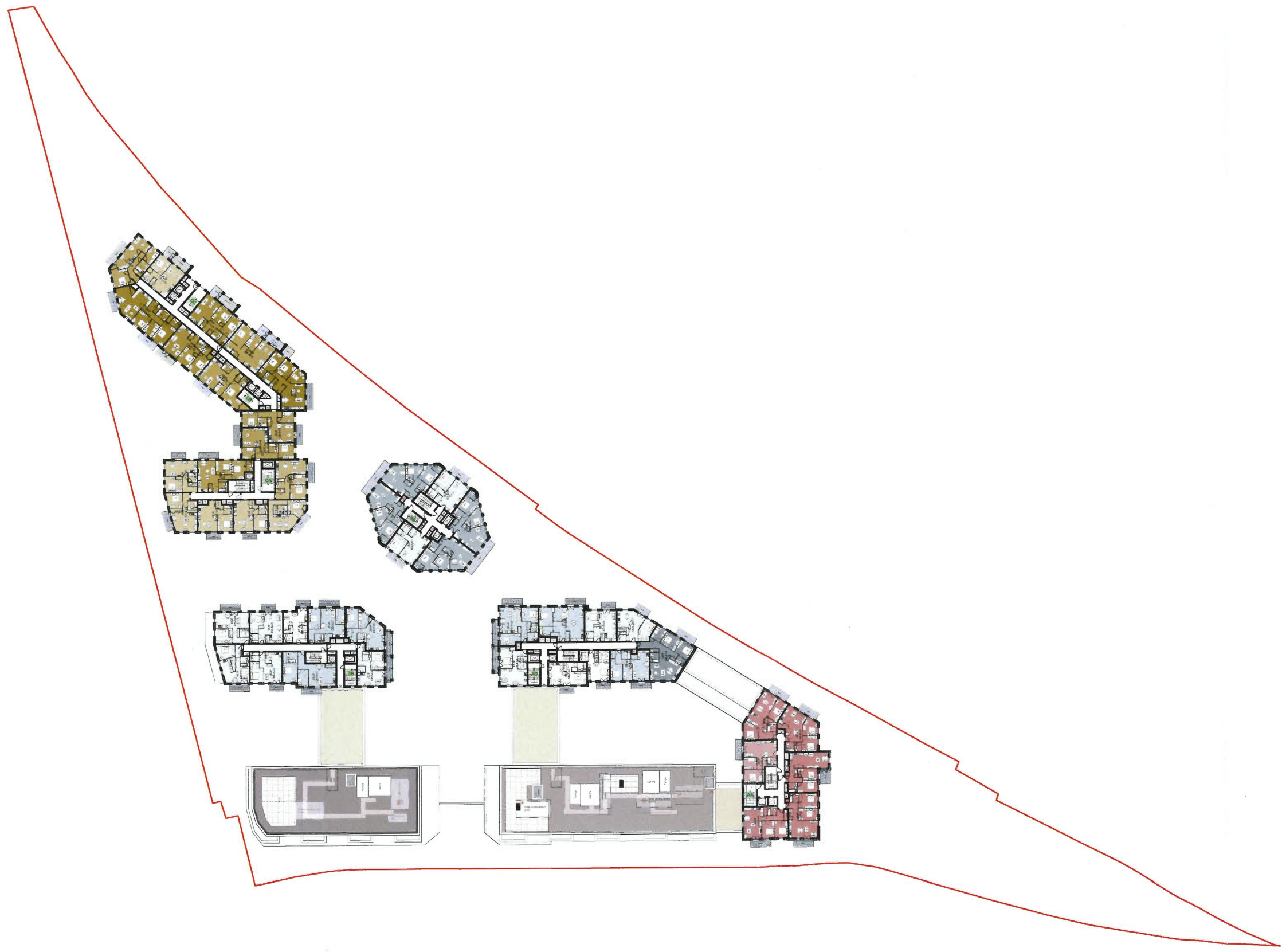
MNR-AA-ALL-05-DR-A-2005

Status & Revision

R29

Assael

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Electronic file reference
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Status R:	Revision	Date	DRN	CHK	CDM
29	S106 - Tenure Plans	15/12/23	KC	JL	

Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Black]

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client
Avanton

Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Sixth Floor**

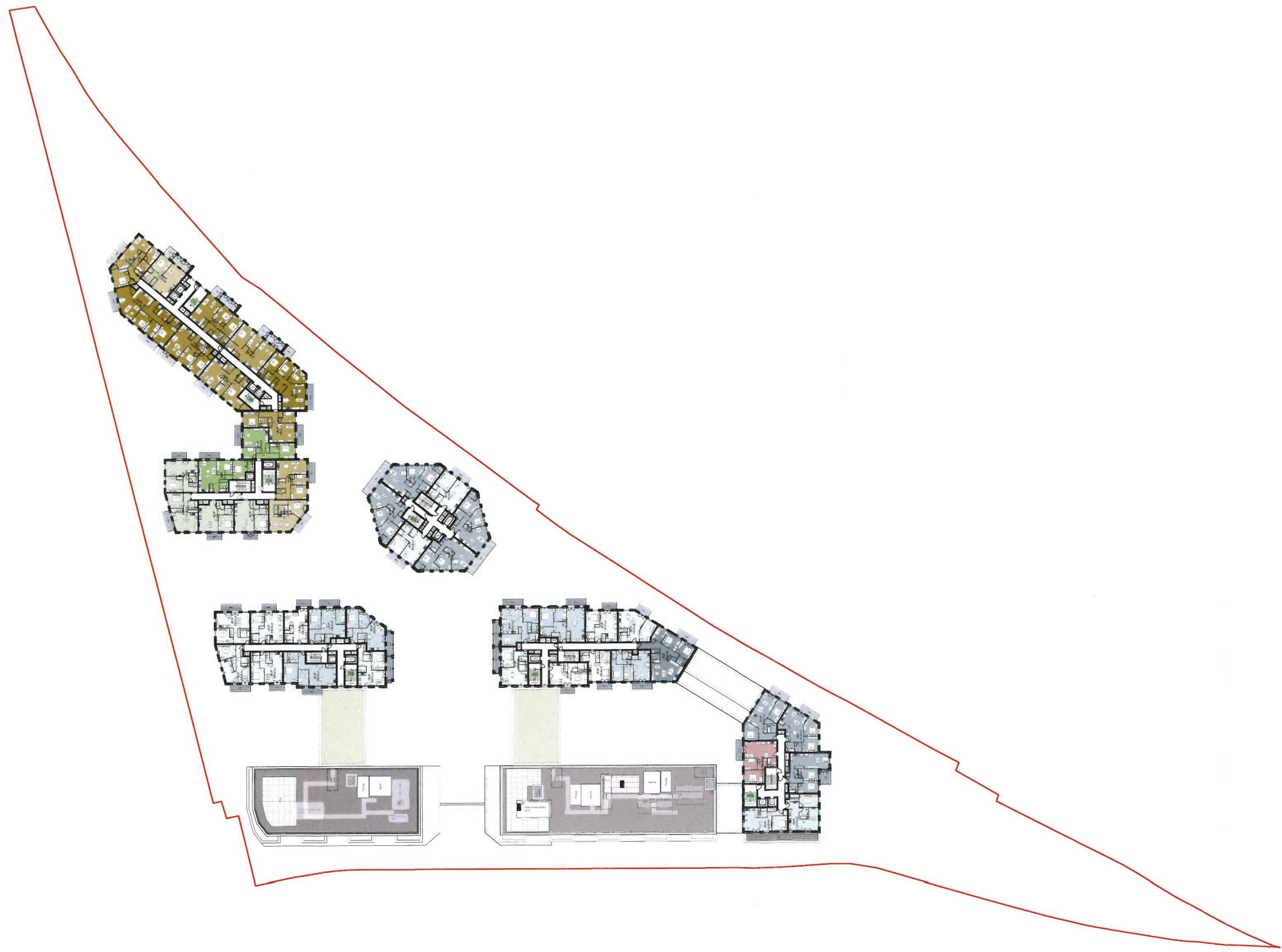
Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-06-DR-A-2006

Status & Revision
R29



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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
	28	S106 - Tenure Plans	15/12/23	KC	JL

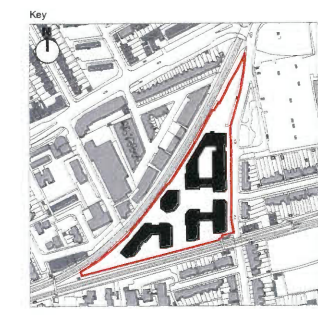
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
Plant/Refuse/Bike Store	[Grey]	[Grey]	[Grey]	[Grey]	[Grey]
Commercial	[Yellow]	[Yellow]	[Yellow]	[Yellow]	[Yellow]

Purpose of information
 The purpose of the information on this drawing is for:

	Planning	Information	Comment	Client approval	Construction
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Seventh Floor**

Scale @ A1 size Date

1:500 Aug' 23

Drawing N°

MNR-AA-ALL-07-DR-A-2007

Status & Revision

R28

Assael

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 Drawing notes

Electronic file reference
 MNR-AA-SK-230315HB02

Status	Revision	Date	DRN	CHK	CDM
	27	15/12/23	KC	JL	

Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Orange]	[Medium Orange]	[Dark Orange]	[Very Dark Orange]	[Black]

Purpose of information
 The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Eighth Floor**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-08-DR-A-2008

Status & Revision
R27





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 Drawing notes

Handwritten signature and initials

Electronic file reference
 MNR-AA-SK-230315HB02

Status R:	Revision	Date	DRN	CHK	CDM
	27	S106 - Tenure Plans	15/12/23	KC	JL

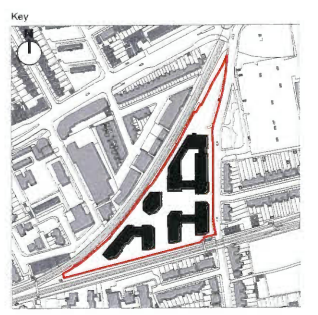
Key

	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Black]
Shared Ownership	[Light Pink]	[Medium Pink]	[Dark Pink]	[Very Dark Pink]	[Black]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Black]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Black]
Plant/Refuse/Bike Store	[Light Grey]	[Medium Grey]	[Dark Grey]	[Very Dark Grey]	[Black]
Commercial	[Light Purple]	[Medium Purple]	[Dark Purple]	[Very Dark Purple]	[Black]

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Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

All information on this drawing is not for construction unless it is marked for construction.



Client

Avanton

Project title

**A3004
 Manor Road Richmond**

Drawing title

**GA Plans Proposed
 Ninth Floor**

Scale @ A1 size Date

1:500 Aug' 23

Drawing N°

MNR-AA-ALL-09-DR-A-2009

Status & Revision

R27



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General notes

All setting out must be checked on site
 All levels must be checked on site and refer to Ordnance Datum Newlyn unless alternative Datum given
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 All dimensions must be checked on site
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 Calculated areas in accordance with Assael Architecture's Definition of Areas for Schedule of Areas
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 Subject to survey, construction and approval from all statutory Authorities

Revision Status:
 P= Preliminary
 C= Contract

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Drawing notes

[Handwritten signature]

Electronic file reference

MNR-AA-SK-2303154B02

Status	R	Revision	Date	DRN	CHK	CDM
	17	S106 - Tenure Plans	15/12/23	KC	JL	

Key

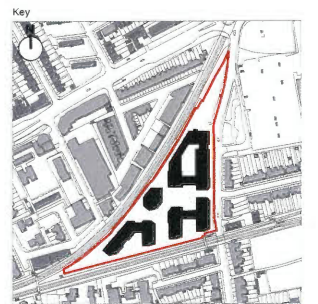
	Studio	1 Bed	2B3P	2B4P	3 Bed
Market	[Light Blue]	[Medium Blue]	[Dark Blue]	[Very Dark Blue]	[Darkest Blue]
Shared Ownership	[Light Red]	[Medium Red]	[Dark Red]	[Very Dark Red]	[Darkest Red]
London Affordable Rent	[Light Green]	[Medium Green]	[Dark Green]	[Very Dark Green]	[Darkest Green]
London Living Rent	[Light Yellow]	[Medium Yellow]	[Dark Yellow]	[Very Dark Yellow]	[Darkest Yellow]
Plant/Refuse/Bike Store	[Grey]				
Commercial	[Yellow]				

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client
Avanton

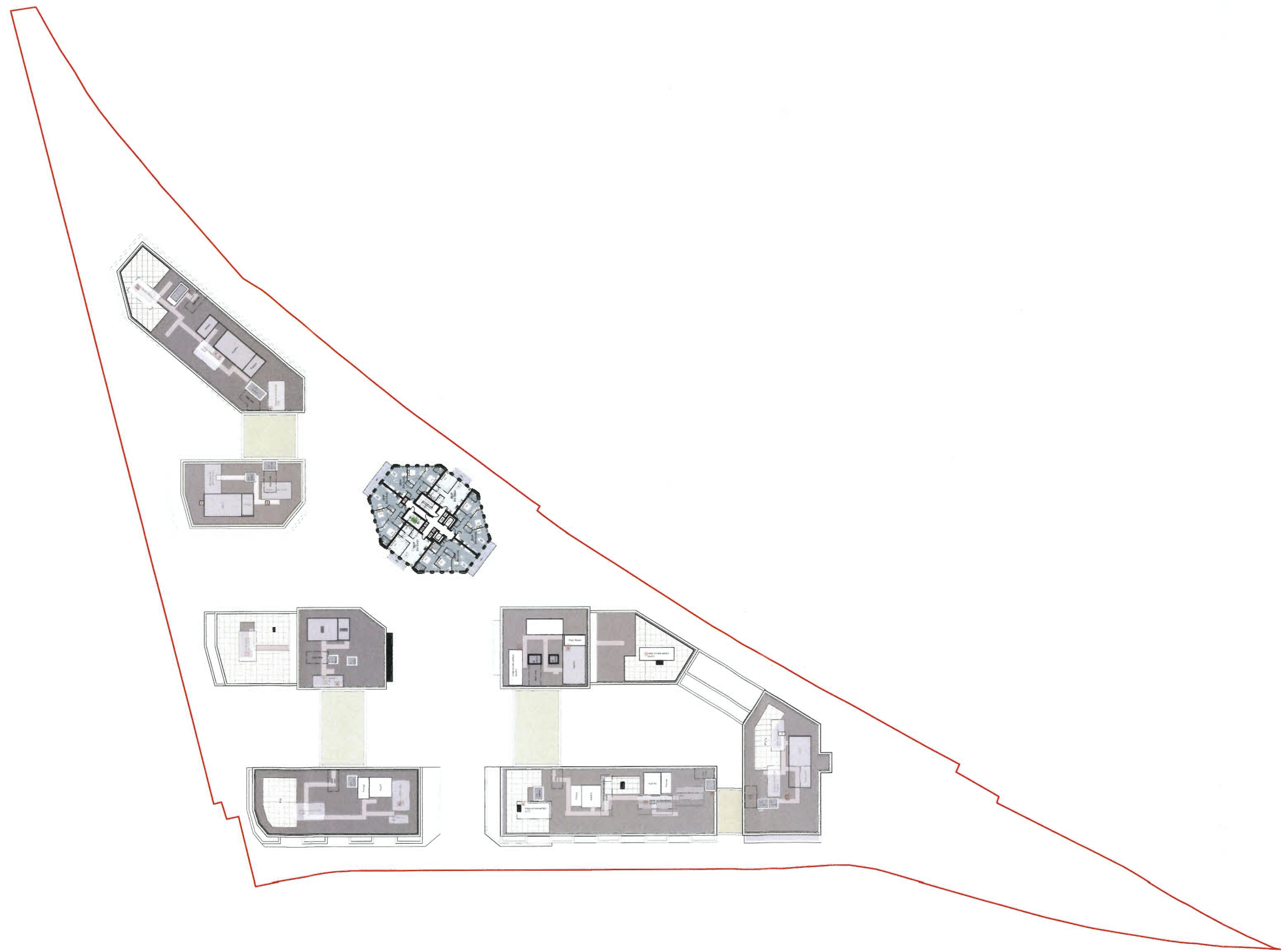
Project title
**A3004
 Manor Road Richmond**

Drawing title
**GA Plans Proposed
 Tenth Floor Plan**

Scale @ A1 size Date
1:500 Aug' 23

Drawing N°
MNR-AA-ALL-10-DR-A-2010

Status & Revision
R17





Handwritten initials/signature in the top right corner of the drawing area.

No setbacks to this location to allow for 20% access to substation and Network Rail access to railway siding.

Proposed improvements to pedestrian refuge island with associated tactile paving on footways (subject to detailed design)

Proposed dropped kerbs and tactile paving on footways (subject to detailed design) Existing area kerbs that devices to be removed

Existing tactile strip to be replaced with standard carriageway surface (subject to detailed design)

Existing dropped kerbs to be removed and replaced with full height kerbs (subject to detailed design)

- Area of widened footway
- Proposed bollard
- Proposed tree
- Proposed tactile paving



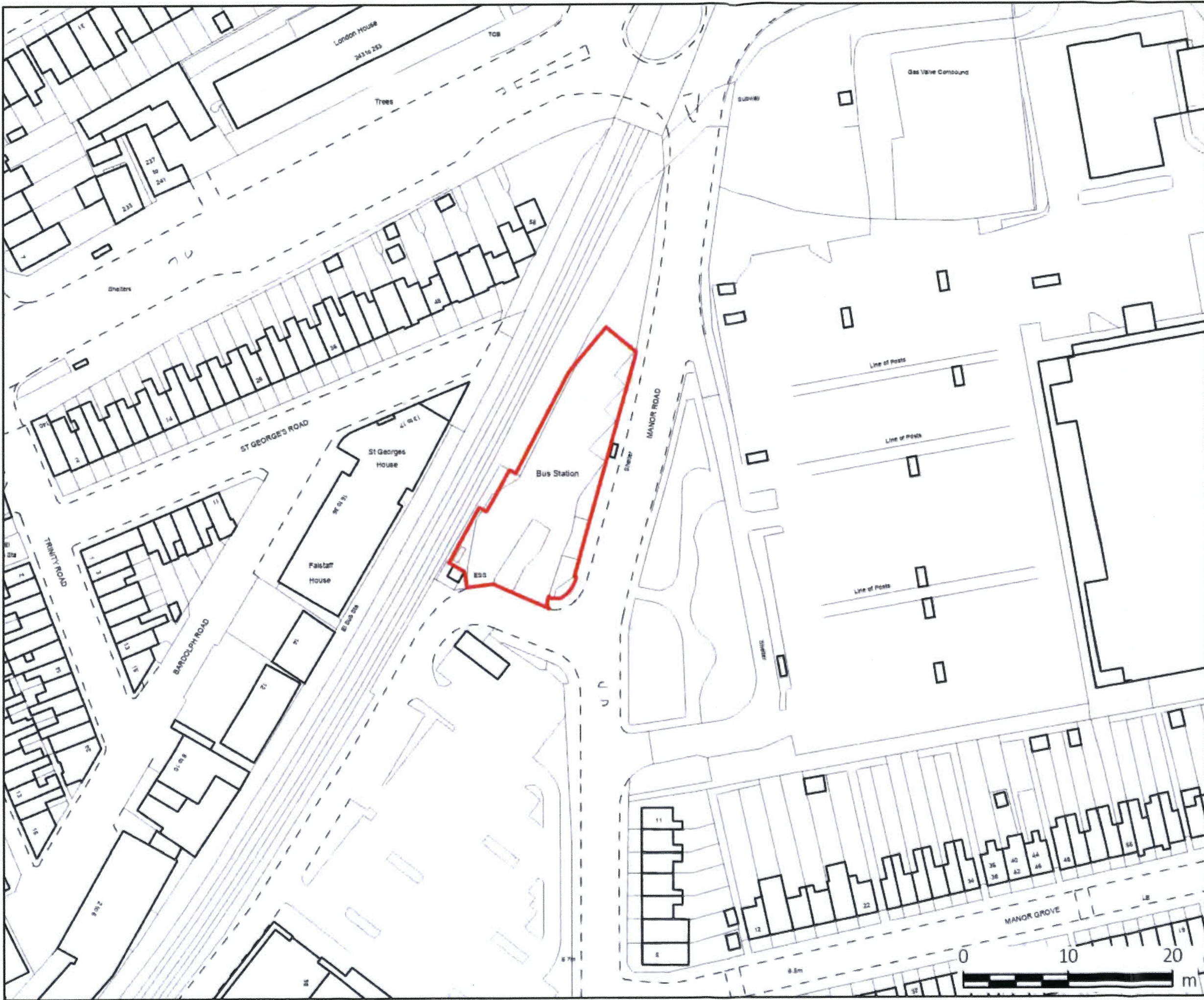
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Manor Road, Richmond
 Proposed Highway Improvements

Rev	Amendment	Drawn	Date	Checked
C	Base layout updated	CP	Dec 23	KS
B	Additional annotation and access improvements added	CH	Jan 21	KS
A	Improvements to refuge island added	CH	Dec 20	KS

Scale	1:500	Drawn By	CH
Drawing Size	A3	Checked By	KS
Date	October 2020	Approved By	KS
Drawing Number	11566-002	Rev	C

FILE REF:



TfL Property Services
 Palestra,
 197 Blackfriars Road,
 London,
 SE1 8NJ

MAYOR OF LONDON

Manor Road Bus Station

Existing Manor Road Bus Station

TfL accept no responsibility for any circumstances, which arise from the reproduction of this map after alteration, amendment or abbreviation or if it is issued in part or is issued incomplete in any way.

Date	13/12/2023
Initials	AGW
Drg. No.	JF_ManorRd_v2
Rev	0
Scale	1:500 at A4





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Coordinate System: British National Grid

rev	details	by	date
00	issued for planning	pc	15.01.20
01	Updated to revised scheme	pc	05.10.2020
02	Updated to amended layout	pc	15.12.2023

Notes

1.0 Do not scale from drawing, use figured dimensions only
 1.1 All dimensions to be checked onsite
 1.2 This drawing to be read in conjunction with all other Gillespies drawings and specifications

- GENERAL**
-  Planning Boundary
 -  Publicly accessible open space
 -  Publicly accessible play space
Total: 382m²
 -  Private communal play space
Total: 857m²




Manor Road Richmond

S106 Public Realm Plan

Drawing status	Scale	Drawn
PLANNING	1:500 @ A1	KD
	Date	Checked
	15.12.2023	PC
	Drawing number	Revision
P11559-00-001-103		02

Client
Avalon
54 Queen Anne Street
London, W1G 5JA

GILLESPIES



General notes
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Drawing notes

Electronic file reference
 MNR-AA-SK-230319HB02

Status R:	Revision	Date	DRN	CHK	CDM
	1	For Information	30/09/20	HB	JL
	2	Updated for S106	08/12/23	KC	JL

[Handwritten signatures]

 Car-club spaces

Purpose of information

The purpose of the information on this drawing is for:

Planning	<input type="checkbox"/>
Information	<input checked="" type="checkbox"/>
Comment	<input type="checkbox"/>
Client approval	<input type="checkbox"/>
Construction	<input type="checkbox"/>

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Client
Avanton

Project title
A3004 Manor Road Richmond

Drawing title
GA Plans Proposed Car-club parking bays

Scale @ A1 size Date
1:500 July' 20

Drawing N°
MNR-AA-ALL-GF-DR-A-2120

Status & Revision
R2



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