

DATED _____

2025

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING

-and-

MERCURY LAND HOLDINGS LIMITED

Deed pursuant to Section 106 of the Town and Country Planning Act 1990
and all other powers in relation to land located at
Dorrington Gardens Car Park, Hornchurch

**London Borough of Havering
OneSource
Town Hall
Main Road
Romford
RM1 3BD**

Legal Ref: HAV041732

THIS DEED of Agreement is given the day of 2025

FROM:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAVERING** of Town Hall, Main Road, Romford RM1 3BD (hereinafter referred to as the "Council"); and
- (2) **MERCURY LAND HOLDINGS LIMITED** (Company Registration Number 09878652) of Town Hall, Main Road, Romford RM1 3BD (hereinafter referred to as the "Owner")

WHEREAS:

- (A) The Council is the local planning authority and the local highways authority for the area in which the Site is situated for the purposes of section 16 of the Greater London Council (General Powers) Act 1974 and Section 106 of Act 1990 and by whom the obligations restrictions stipulations and covenants contained in this Deed are enforceable.
- (B) The Owner has acquired the freehold interest in the Site under the title number BGL77859 pursuant to a transfer dated 22 September 2025 and has applied to register the transfer at HM Land Registry on 2 October 2025.
- (C) The Owner is the transferee under said transfer above and, subject to registration at HM Land Registry, will become the registered proprietor of the freehold interest in the Site with title absolute under title number BGL77859 and warrants that subject to the entries disclosed is otherwise free of encumbrances
- (D) The Owner submitted the Application that the Council's Strategic Development Committee resolved to approve on 8 May 2025, subject to conditions and the completion of this Deed.
- (E) The Parties to this Deed wish to secure the obligations and restrictions contained herein and are satisfied that they are necessary to make the Application acceptable in planning terms, directly related to the Application, fairly and reasonably related in scale and kind to the Application and are reasonable in all other respects and as such enforceable by the Council.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

The following words and phrases shall unless the context otherwise requires bear the following meanings:

"1990 Act"	means the Town and Country Planning Act 1990, as amended;
"Affordable Housing"	means housing provided to eligible households whose needs are not met by the market as defined in Annex 2 of the NPPF 2024, as amended;
"Affordable Housing Contribution"	means the sum of £77,129 (seventy seven thousand one hundred and twenty nine pounds) BCIS Indexed to be paid by the Owner to the Council that will be used by the Council for off Site Affordable Housing;
"Affordable Housing Contribution Cap "	means the cap on the Early Stage Review and/or the Late Stage Review Contribution as calculated in accordance with Formula 4;
"Affordable Housing Target Tenure Split"	(a) a minimum of 70 per cent of the Affordable Housing to be provided as London Affordable Rented; and (b) a minimum of 30 per cent of the Affordable Housing to be provided as London Shared Ownership;
"Application"	means the planning application (reference number P1463.24) received by the Council seeking full planning permission to carry out the Development upon the Site;

“Application Stage Build Costs”	means nine million five hundred and thirty seven thousand pounds (£9,537,000) being the estimated build costs of the Development established by the Application Stage Viability Appraisal dated 31 March 2025;
“Application Stage GDV”	means fifteen million nine hundred and forty two thousand pounds (£15,942,000) being the estimated gross development value of the Development established by the Application Stage Viability Appraisal and which takes into account any Public Subsidy;
“Application Stage Viability Appraisal”	means the viability appraisal dated October 2024 prepared by Turner Morum and submitted to the Council with the Application and reviewed by BPS on 3 March 2025 and 31 March 2025 on behalf of Council and any subsequent addendum or updates as agreed between the parties;
“Average Low Cost Rent Housing Value”	means the average value of the London Affordable Rented floor space per square meter at the Relevant Review Date;
“Average Intermediate Housing Value”	means the average value of the London Shared Ownership floor space per square meter at the Relevant Review Date;
“Average Open Market Housing Value”	means the average value of Open Market Housing Unit floorspace per square meter on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or the Late Stage Review Actual GDV and Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Owner;

"BCIS General Build Cost Index" means the building cost information service general build cost index published by the Royal Institution of Chartered Surveyors from time to time;

"BCIS Indexed" means any adjustment of the calculation of the payment of the relevant Contribution by applying the following formula:

$A \times B/C = D$ where:

A = the sum specified in this Deed in pounds sterling;

B = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date upon which the relevant Contribution is required to be paid pursuant to this Deed;

C = the figure shown in the BCIS General Build Cost Index for the period immediately prior to the date of this Deed; and

D = the recalculated sum in pounds sterling applying under this Deed

PROVIDED THAT if the BCIS General Build Cost Index becomes no longer maintained by the Royal Institution of Chartered Surveyors the said formula shall be applied mutatis mutandis (so far as it concerns periods after it ceases to be maintained) by reference to such other equivalent publication or index as may be agreed from time to time with the Council and "BCIS Indexation" shall be construed accordingly;

"Build Costs" means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction

including but not limited to:

- (a) details of payments made or agreed to be paid in the relevant building contract;
- (b) receipted invoices;
- (c) costs certified by the Owners' 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 Owners including but not limited to project management costs, overheads and administration expenses; and
- (iii) any costs arising from Fraudulent Transactions;

“Car Free Monitoring Fee”

means the sum of one thousand one hundred twenty three pounds (£1,123) to be paid by the Owner to the Council in accordance with 15.1 of this Deed that will be used by the Council towards the costs of monitoring and management of a CPZ;

“Carbon Dioxide Emissions Target for Residential”

means achieving (to regulate carbon dioxide emission) of 100% in respect of the Development beyond the carbon dioxide improvements baseline contained within Part L of the Building Regulations 2010 (as amended);

“Carbon Offset Calculation”

means the following:

$$\text{Contribution} = \text{Residual Emissions} \times \text{Price of Carbon (£)} \times \text{Offset Period}$$

where:

Residual Emissions: the ‘carbon gap’ expressed in

tonnes between the on-site savings of regulated carbon emissions and those required under London Plan (2021) policy SI2 or any future London Plan policy for similar purposes.

Price of Carbon: the price of £95 charged per tonne of residual regulated carbon from the Development or such other price set out in subsequent GLA or Council policy or guidance applicable from time to time.

Offset period: a period of 30 years, reflecting the assumed lifetime of the Development;

"Carbon Offset Contribution" means the sum of thirty thousand and twenty four pounds (£30,024) (BCIS Indexed) to be paid by the Owner to the Council in accordance with Schedule 4 Part 1 of this Deed to mitigate any shortfall in meeting the Carbon Dioxide Emissions Target for Residential and calculated in accordance with the Carbon Offset Calculation;

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010, as amended;

"Component" means a part of the Development including but not limited to:
(a) Open Market Housing Units
(b) property; and
(c) land;

"Contributions" means the:
(a) Carbon Offset Contribution ; and
(b) Affordable Housing Contribution
and "Contribution" shall mean the relevant one of them as the context requires;

"CPZ"	means any controlled parking zone/s that restricts parking within the vicinity of the Site and within the London Borough of Havering, enforced by the Council as at the date of this Deed;
"Deed"	means this deed of agreement;
"Development"	means demolition and removal of all structures and hardstanding and construction of 34 residential dwellings, creation of a new access, with car parking, landscaping and related infrastructure, including a new substation pursuant to the Planning Permission;
"Development Viability Information"	means (a) in respect of Formula 1b: (i) Early Stage Review GDV; and (ii) Early Stage Review Build Costs; (b) in respect of Formula 3: (i) Late Stage Review Actual GDV; (ii) Late Stage Review Actual Build Costs; (iii) Late Stage Review Estimated Additional GDV amount; and (iv) Late Stage Review Estimated Additional Build Costs amount; and (b) in respect of Formula 4: (i) Average Open Market Housing Value (ii) Average Low Cost Rent Housing Value; and (iii) Average Intermediate Housing Value

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

"Director"

means the Director of Planning and Public Protection at the Council or any other officer properly exercising the authority of that person for the time being;

"Disposal"

means:

- (a) the Sale of any Component of the Development;
- (b) the grant of a lease of a term of less than 125 years of any Component of the Development; or
- (c) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Component of the Development
- (d) the Sale of the Development as a whole

ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposes", "Disposals" and "Disposed" shall be construed accordingly;

"Early Stage Review"

means a review of the financial viability of the whole of the Development and submission of the Development Viability Information prepared by or on behalf of the Owner in connection with the whole of the Development in accordance with the provisions of Part 2 of Schedule 4;

"Early Stage Review Affordable Housing Contribution"

means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall

	be calculated in accordance with Formula 1b and which shall be subject to the Affordable Housing Contribution Cap;
"Early Stage Review Build Costs"	means the sum of: (a) the estimated Build Costs remaining to be incurred; and (b) the Build Costs actually incurred, as at the date of the Early Stage Review (if triggered pursuant to Part 2 of Schedule 4);
"Early Stage Review Date"	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Schedule 4 Part 2;
"Early Stage Review GDV"	means the sum of: (a) the estimated market value at the Early Stage Review Date of all components of the Development based on detailed comparable evidence; and (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council less any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable);
"Expert"	means an independent and suitable person holding appropriate professional qualifications appointed: (a) in accordance with the provisions of Clause 13 to determine a dispute; or (b) in relation to the Early Stage Review and/or Late Stage Review by the Owner (at the Owner's cost);
"External Consultant"	means the external consultant(s) appointed by the Council to assess the Development Viability Information

"Formula 1b"	means the formula identified as "Formula 1b" within Schedule 4 Part 2 ;
"Formula 3"	means the formula identified as "Formula 3" within Schedule 4 Part 2 ;
"Formula 4"	means the formula identified as "Formula 4" within Schedule 4 Part 2 ;
"Fraudulent Transaction"	means: (a) a transaction the purpose or effect of which is to artificially reduce the Late Stage Review Actual GDV (excluding, for the avoidance of doubt, any Disposal of more than one Residential Unit to a registered provider, the Council or a subsidiary company wholly owned by the Council or such other body as approved by the Council) and/or artificially increase the Late Stage Review Actual Build Costs; or (b) a Disposal that is not an arm's length third party bona fide transaction and "Fraudulent Transactions" shall be construed accordingly;
"GDV"	means the gross development value of the Development being all of the revenues received or estimated to be received by the Owner in connection with all parts of the Development including but not limited to the rental value of any units to be rented out which are capitalised being a yield, ground rents, car parking spaces and any rents generated by any other use, all circumstances being 'normal' when rented to a willing purchaser on the open market and

including all Public Subsidy;

"GLA"

means the Greater London Authority or any successor in statutory function;

"Implementation of Development"

means the carrying out of a material operation in relation to the Development pursuant to the Planning Permission as defined in Section 56 of the 1990 Act PROVIDED THAT;

- demolition works;
- site clearance;
- ground investigation;
- site survey work;
- temporary works;
- establishment of site offices and works compounds;
- excavation work to adjust ground levels;
- archaeological investigation;
- construction of boundary fencing or hoardings;
- noise attenuation works;
- construction of temporary highways accesses or service roads;
- laying diversion or removal or decommissioning of services;
- decontamination and remediation works;
- and
- display of advertisements

shall not be taken to be a material operation for the purposes of this Deed and section 56 of the 1990

Act and "Implementation" and "Implement" and "Implemented" shall be construed accordingly;

"Interest"

means the rate of interest being 4% above the base lending rate of the Bank of England from time to time, such interest to be apportioned on a daily basis;

"Late Stage Review Actual Build Costs"

means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance;

"Late Stage Review Actual GDV"

means the sum of:

- (a) the value of all gross receipts from any Disposal of a Component of the Development prior to the Late Stage Review Date;
- (b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late Stage Review Date but not Sold; and
- (c) any other income receipts associated with the Development of the Site;
- (d) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA or other party (as applicable)

in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts

under (a) and evidence of rental values achieved for different Components of the Development under (b);

"Late Stage Review Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Affordable Housing Contribution Cap;
"Late Stage Review Date"	means the date on which 75% (seventy-five per cent) of the Residential Units have been Occupied;
"Late Stage Review Estimated Additional Build Costs"	means the estimated additional Build Costs in excess of the Late Stage Review Actual Build Costs remaining to be incurred at the Late Stage Review Date;
"Late Stage Review Estimated Additional GDV"	means the estimated additional Market Value in excess of the Late Stage Review Actual GDV at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence;
"London Affordable Rented"	means rented housing provided by a registered provider that 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;
"London Shared Ownership"	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;

"Market Value"

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

- (a) a willing seller and a willing buyer;
- (b) that, prior to the date of valuation, there has been a reasonable period of not less than 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 sale;
- (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and
- (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion;

"Mayor's Affordable Housing and Viability SPG"

means the "Affordable Housing and Viability Supplementary Planning Guidance" published by the Mayor of London in August 2017 as may be updated from time to time;

"Notification of Implementation of Development Form"

means the written notice given by the Owner to the Council giving five Working Days advance notice that Implementation of Development is about to take place and specifying the intended date of

	Implementation of the Development to be completed by the Owner and returned to the Council in accordance with Clause 12 of this Deed using the form attached at Schedule 3;
"Notification of Payment Form"	means the form appended at Schedule 3 with notification of any relevant payment date to be completed by the Owner and returned to the Council in accordance with Clause 12.7 of this Deed;
"Occupation"	means occupation for any use for which the relevant part of the Development was designed other than occupation for the purpose of construction, fitting out, security, marketing or repair and "Occupy" or "Occupiers" or "Occupied" shall be construed accordingly;
"Open Market Housing Units"	means the Residential Units which are not Affordable Housing;
"Parking Permit/s"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in a parking bay in a CPZ and "Parking Permits" shall be construed accordingly;
"Parties"	means the parties to this Deed and "Party" shall mean the relevant one of the Parties as the context requires;
"Plan 1"	means the plan marked Plan 1 at Schedule 1 showing the Site;
"Planning Permission"	means the planning permission to be granted pursuant to the Application substantially in the form of the draft annexed in Schedule 2;

"Practical Completion"	means in relation to any construction works forming part of the Development or any works required pursuant to this Deed completed in all material respects (but not including fitting out) such that a certificate of practical completion in relation to building works could be issued under industry standard construction contracts for such works and the terms "Practically Complete" and "Practically Completed" and cognate expressions will be interpreted in accordance with this definition and Occupation of any Residential Unit shall be determinative of Practical Completion of such Residential Unit;
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner to either: (a) support the delivery of the Development; and / or (b) add any additional value to the Development ;
"Reasonable Endeavours"	means that the Party responsible for the performance must exert itself to take all those reasonable steps which a prudent and determined person acting in their own interests and anxious to achieve the desired objective would take and for the avoidance of doubt includes the ability to demonstrate that the relevant Party has taken serious and detailed consideration of its contractual commitment pursuant to this Deed; and has utilised such methods as are in their own interests and likely to achieve the desired result and recognizing that such performance is of material importance that the result is achieved;
"Relevant Review Date"	means the Early Stage Review Date or the Late Stage Review Date (as the context requires);

"Residential Units"	means the 34 units of use class C3 residential accommodation provided as part of the Development on the Site;
"Sale"	means: (a) the sale of the freehold of any Component of the Site; or (b) the grant of a lease of any Component of the Site with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;
"Site"	means the land at the south side of Dorrington Gardens, Hornchurch (also known as Dorrington Gardens Car Park) registered under Title Number BGL77859 against which this Deed may be enforced, as shown edged red on Plan 1;
"Specified Date"	means any date specified or discernible under this Deed as the date upon which any obligation arising under this Deed is required to be performed, and for clarity in respect of any obligation to pay money is the date upon or by which such payment falls due;
"Substantial Implementation"	means the occurrence of the following in respect of the Development: (a) completion of all ground preparation works for a block and all site-wide enabling works; and (b) completion of the foundations for the core of a block; and (c) construction of the ground floor slab to the ground floor of a block;
"Substantial Implementation Target Date"	means the date 24 months from but excluding the date of grant of the Planning Permission;

"Surplus Profit"	means the surplus profit calculated in accordance with Formula 1b for the Early Stage Review or Formula 3 for the Late Stage Review, subject to the Affordable Housing Contribution Cap;
"Target Return"	means a blended rate based on 17.5% profit on GDV for the Open Market Housing Units, 6% profit on GDV for the Affordable Housing units;
"Utilities Provider"	means an energy service company, statutory undertaker, services utility company or provider with any interest in the Site for the purpose of providing the supply of electricity, gas, water, heat, power, drainage, telecommunications services or public transport services;
"VAT"	means value added tax and any similar tax substituted for it or in addition to it;
"Working Day"	means any day Monday to Friday inclusive which is not Christmas Day, Good Friday or a statutory Bank Holiday and "Working Days" shall be construed accordingly.

2. INTERPRETATION

2.1 In this Deed:

- 2.1.1 references to clauses, schedules, paragraphs, plans, drawings are unless otherwise stated references to clauses and schedules to this Deed and headings to clauses of this Deed do not affect the interpretation or construction of this deed
- 2.1.2 words importing one gender will be construed as importing any other gender (or a corporate body and/or a partnership) and words importing the singular will be construed as importing the plural and vice versa;

- 2.1.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 2.1.4 references to the Owner or such other party to this Deed shall include the successor in title (subject to the terms of this Deed) of that party and covenants restrictions and liabilities of the Owner compromising more than one person are joint and several;
- 2.1.5 references to the Council shall include any successor to its function as local planning authority, highway authority or housing authority for the area within which the Site is located;
- 2.1.6 any covenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of the act or thing by another person;
- 2.1.7 where the agreement, approval, consent, confirmation or an expression of satisfaction is required by or from, the Owner or the Council under the terms of this Deed that agreement, approval consent, confirmation or expression of satisfaction shall be in writing and shall not be unreasonably withheld or delayed;
- 2.1.8 where there is a requirement in this Deed that works are to be carried out and completed to the satisfaction of the Council or any officer of the Council then this means carried out in accordance with the reasonable specifications and to the reasonable satisfaction of the Council;
- 2.1.9 in the absence of any contrary provision references to statutes, bye-laws, regulations, order or delegated legislation as is issued under statutory authority shall include any modification extension or re-enactment thereof for the time being in force and shall include such instruments orders plans and regulations for the time being made issued or given or made pursuant to the same power of deriving validity from that power;

2.1.10 The word 'including' shall mean 'including without limitation or prejudice to the generality of' any description defining term or phrase preceding that word and the word 'include' and its derivatives shall be construed accordingly;

2.1.11 the planning obligations herein shall, subject to any provisions to the contrary set out below be enforceable by the Council against the Parties and their respective successors and assigns as if those persons had been the original covenanting party in the respect of that interest for the time being held by them; and

2.1.12 Where two or more persons are bound by any of the covenants in this Deed their liability shall be joint and several.

3. STATUTORY AUTHORITY

3.1 This Deed is made pursuant to:

- 3.1.1 Section 106 of the 1990 Act;
- 3.1.2 Section 2 of the Local Government Act 2000;
- 3.1.3 Section 1 of the Localism Act 2011;
- 3.1.4 Section 16 of the Greater London Council (General Powers) Act 1974;

and all other enabling powers with the intent that the relevant obligations, agreements and covenants in this Deed will be planning obligations so as to bind the Site and shall be enforceable as such by the Council.

3.2 The planning obligations within this Deed are compliant with regulation 122 of the CIL Regulations. For the avoidance of doubt; any obligation that is payable under both this Deed and the CIL Regulations is payable first to the Council pursuant to the CIL Regulations and any duty under this Deed is discharged.

4. STATUTORY POWERS

4.1 This Deed does not fetter the statutory rights, powers and duties of the Council.

5. CONDITIONALITY

5.1 The Owner 's obligations in this Deed are conditional upon:

5.1.1 the grant of the Planning Permission; and

5.1.2 Implementation

save for Clauses 3-4, 5.1.1, 6.1.2 – 20 which shall take effect on the grant of Planning Permission

6. THE OWNER OBLIGATIONS

6.1 The Owner covenants with the Council:

6.1.1 to perform and observe its obligations set out in Schedule 4 and elsewhere in this Deed; and

6.1.2 that they have full power to enter into this Deed and that there is no person (other than the Parties to this Deed) having a charge or any other interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests therein.

7. COUNCIL'S DISCRETION AND OBLIGATIONS

7.1. For the avoidance of doubt nothing herein contained shall prejudice or affect the Council's rights, powers, duties and obligations in the exercise of its functions as a local authority and all such rights, powers, duties and obligations under all public or private statutes, bye-laws, orders, regulations and otherwise may be as fully and effectually exercised in relation to the Development of the Site and any other subject matter of this Deed as if this Deed had not been executed by the Council.

7.2. The Council shall as soon as it is reasonably practicable from the date hereof grant the Planning Permission.

7.3. The Council covenants with the Owner to perform and observe its obligations set out in the Schedules and elsewhere in this Deed.

8. INDEXATION AND INTEREST ON CONTRIBUTIONS

- 8.1. The Contributions under this Deed shall be duly BCIS Indexed as specified in this Deed from the date of completion of this Deed until payment.
- 8.2. Where any payment due under this Deed is paid late, Interest will be payable on the sum in question from the date payment is due until the date of the payment.
- 8.3. In the event of any discrepancy with the amount to be paid or paid, liability to pay as set out in Clause 8.2 above, will not be discharged until the Council has confirmed in writing the amount due has been paid in full.

9. ENFORCEMENT AND LIABILITY

- 9.1. It is hereby declared that the obligations on the part of the Council and the Owner are entered into with the intent that the same shall be enforceable against each without limit of time provided that respectively the Council and Owner shall not be liable to the Council for a breach of an obligation relating to any part of the Site which occurs once they have parted with all of their respective interest(s) relating to that part of the Site relevant to each of the Council and Owner but without prejudice to liability for any subsisting breach occurring prior to parting with such interest; and
- 9.2. Without prejudice to the Council's statutory rights of access of entry, the Owner shall permit the Council and its authorised employees and agents upon reasonable prior written notice to enter the Site (save any part in Occupation) at all reasonable times during usual working hours solely for the purpose of verifying whether or not any obligation or agreement arising under this Deed has been performed or observed subject to compliance with any reasonable site safety and/or security requirements of the Owner (or its contractors).

10. REGISTRATION & DISCHARGE

- 10.1. The Owner acknowledges that this Deed shall be registrable as a local land charge by the Council.
- 10.2. The Owner agrees to register the terms of this Deed against the interests set out in Recital (B) the Site's title at the Land Registry within 30 Working Days of the date of completion of this Deed.

11. LAPSE, REVOCATION OR QUASHING OF THE PLANNING PERMISSION

- 11.1. If the Planning Permission expires within the meaning of section 91, 92, or 93 of the 1990 Act before commencement of the Development, or is quashed revoked or otherwise withdrawn or modified by a statutory procedure without the consent of the Owner, this Deed shall cease to have effect (save in respect of any breach prior to revocation).
- 11.2. If any provision of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not be (in any way deemed thereby to be) affected or impaired.
- 11.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the completion of this Deed.

12. NOTICES

- 12.1. Any notice, consent or approval required to be given under this Deed shall be in writing and shall be delivered by email together with a hard copy or delivered personally or sent by pre paid first class recorded delivery post and by email.
- 12.2. The address for service of any such notice, consent or approval shall be in the case of service upon the:
- (a) **Council: by email to** infrastructureplanning@havering.gov.uk with a hard copy to the Director Planning and Public Protection (Planning Reference P1463.24), London Borough of Havering, Town Hall Main Road Romford Essex RM1 3BD
 - (b) **Owner:** hard copy to the Company Secretary at Mercury Land Holdings, Town Hall Main Road Romford Essex RM1 3BD
- or such other address for service or method of service as shall have been previously notified in writing by one Party to the other Parties.
- 12.3. A notice, consent or approval required or authorised to be given under this Deed shall be deemed to be served as follows:
- (a) if personally delivered, at the time of delivery and if posted by recorded delivery at the time when it would be received in the ordinary course of business;

To prove such service, it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice, consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid first class recorded delivery envelope or equivalent; and

- (b) if by email, by notification of a delivery receipt for such email to the correct email address as previously notified in writing between the Parties.

12.4. Any notice served pursuant to this Deed (other than the Implementation Notice in the form prescribed in Schedule 3), shall cite the clause of this Deed to which it relates and in case of notice to the Council the planning reference number for the Development.

12.5. In the event any notice required to be served under or pursuant to this Deed has not been received by the Council, the Parties agree that the Council shall determine and set such date for such activity to which any notice relates as it reasonably believes should be the date of such activity and references to Specified Date shall be construed accordingly and the Council may serve notice on the Owner to this effect.

12.6. The Owner shall serve notice on the Council of the following events:

- (a) Implementation by way of the Notification of Implementation of Development Form;
- (b) Practical Completion of the Development;
- (c) first Occupation;
- (d) Occupation of 50% of the Residential Units;
- (e) Occupation of 80% of the Residential Units; and
- (f) Any other notifications required as set out within this Deed

12.7. The Owner shall complete and serve a Notification of Payment Form on the Council at least 7 Working Days before it intends to pay any Contribution or make any other payment pursuant to this Deed.

13. DISPUTE RESOLUTION

- 13.1. Subject to Clause 13.2 in the event of any dispute or difference arising between the Parties to this Deed touching or concerning any matter or thing arising out of this Deed (other than a dispute or difference touching or concerning the meaning or construction of this Deed) such dispute or difference shall be referred to some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert and shall receive representations from the Parties in dispute and his decision shall be final and binding on the Parties to the dispute or difference (except in the case of manifest error and/or fraud) and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 13.2. In the absence of agreement between the Parties or difference as to the professional qualifications of the person to be appointed pursuant to Clause 13.1 or as to the appropriate professional body within 10 Working Days after any Party has given to the other Parties to the dispute or difference a written request to concur in the professional qualifications of the person to be appointed pursuant to Clause 13.1 then the question of the appropriate qualifications or professional body shall be referred to a solicitor to be appointed by or on behalf of the President for the time being of the Law Society of England and Wales on the application of any Party to the dispute or difference and such solicitor shall act as an expert and his decision as to the professional qualifications of such person or as to the appropriate professional body shall be final and binding on the Parties to the dispute or difference and his costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties to the dispute or difference in equal shares (and if one Party shall bear more than their due proportion they may recover the excess from the other as a debt).
- 13.3. If the expert appointed under Clause 13.1 or Clause 13.2 relinquishes his appointment or dies or if for any reason it becomes apparent that he will be unable to complete his duties under the provisions of Clause 13.1 and Clause 13.2 (as applicable) the Parties to the dispute or difference may apply for the nomination of a new person in his place (and the provisions of Clause 13.1 or Clause 13.2 (as applicable) will operate in relation to that application) and this procedure may be repeated as many times as may be necessary.

13.4. Any Expert appointed under Clause 13.1 or Clause 13.2:

- 13.4.1. shall determine the dispute within 60 Working Days of appointment; and
- 13.4.2. shall give the Parties the right to make representations and counter-representations on the original representations.

14. EXCEPTIONS

14.1. The provisions of this Deed shall not be binding on and the Council cannot enforce the covenants restrictions or obligations in this Deed against:

- (a) the owners or Occupiers of individual Residential Units nor against their mortgagees, chargees or receivers nor against their successors in title or persons deriving title therefrom (whether directly or indirectly) save for the provisions under Schedule 4, part 3; nor
- (b) any chargee or mortgagee from time to time who has the benefit of a charge or other charge or mortgage on the Site or any part or parts of the Site or any receiver unless and until such chargee or other chargee or mortgagee or receiver has entered into possession of the Site or the part thereof to which such covenants restrictions or obligations relate; nor

any Utilities Provider who has acquired an interest in the Site or any part thereof in connection with the Development.

15. FEES

15.1. The Owner shall pay to the Council on or before completion of this Deed:

15.2. the reasonable legal fees and disbursements of the Council incurred in connection with the negotiation, preparation and completion of this Deed;

- 15.2.1. the Car Free Monitoring Fee; and
- 15.2.2. any other reasonable professional costs including the cost of legal advice, valuation and consultancy, and any costs incurred in preparation of or review of development appraisals and any

disbursement properly incurred or required in the negotiation of this Deed including any VAT.

16. VAT

- 16.1. All consideration given and payments made in accordance with the terms of this Deed shall be exclusive of VAT properly payable in respect thereof.
- 16.2. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the provisions of this Deed then to the extent that VAT had not previously been charged in respect of that supply that VAT will be additional to the sums required and the Owner will be entitled to valid VAT receipts in respect of any vatiable supplies properly incurred under this Deed.

17. SECTION 73

- 17.1. In the event that the Council shall at any time hereafter grant a planning permission ("Section 73 Consent") pursuant to an application made under Section 73 of the 1990 Act (or any re-enactment or replacement therefor) (but not, for the avoidance of doubt, on appeal) in respect of the conditions in the Planning Permission or a Section 73 Consent references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly

PROVIDED THAT

- 17.2. nothing in this clause shall fetter the discretion of the Council in determining the planning application for the Section 73 Consent and the appropriate planning obligations required in connection with the determination of the same; and
- 17.3. to the extent that any of the obligations in this Deed have already been discharged at the date that a Section 73 Consent is granted they shall remain discharged for the purposes of the Section 73 Consent.

18. THIRD PARTIES

18.1. This Deed shall not give rights to a third party arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999.

18.2. The Parties to this Deed agree that any covenant in this Deed by which the relevant Party is not to:

- (a) do an act (or allow a state of affairs to exist) shall be construed as if it were a covenant not to do or permit, procure or suffer to be done such act (and not to permit, procure or suffer such a state of affairs to exist); and
- (b) omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer to be omitted such act.

19. JURISDICTION

19.1. This Deed is governed by and construed and interpreted in accordance with the laws of England.

20. DELIVERY

20.1. The provisions of this Deed (other than this clause which shall be of immediate effect) shall have no effect until this Deed has been dated.

IN WITNESS whereof the Parties have executed this Deed as a deed on the day and year first before written

Schedule 1

Plan 1: Site location plan (redline boundary)



Schedule 2
Draft Planning Permission

DRAFT

LONDON BOROUGH OF HAVERING

TOWN AND COUNTRY PLANNING ACT 1990

AGENT

Mr Steve Walters
70-74 Cowcross Street
London
EC1M 6EJ

APPLICANT

Mr Chris Hobbs
C/o Agent
C/o Agent
C/o Agent
C/o Agent

APPLICATION NO: P1463.24

In pursuance of their powers as Local Planning Authority, the Council have considered your application and have decided to **GRANT PLANNING PERMISSION** for the following development :

Proposal: Demolition and removal of all structures and hardstanding and construction of 34 residential dwellings, creation of a new access, with car parking, landscaping and related infrastructure, including a new substation (Amended description).

Location: Car Park Adjacent 30, Dorrington Gardens
Hornchurch

Note to Applicants:

Please take the time to read the conditions stated below carefully. Some may require you to seek the Council's approval prior to works beginning on site. The approval process can take a further 8 weeks from the date of submission and you are advised to incorporate this into your timetable.

*Please also check the informatives below to verify whether the scheme is liable for the Mayoral Community Infrastructure Levy. If the scheme is liable, **you are required to give notice of commencement in advance** so that a Demand Notice can be sent to you or any other person(s) that has/have assumed liability. The Levy is payable within 60 days of commencement. If **you are intending to claim self-build, social housing or charitable exemption, you must do this before development commences otherwise any exemption request will be disqualified.***

- 1 The development to which this permission relates must be commenced not later than three years from the date of this permission.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004).

- 2 The development hereby approved shall not be carried out otherwise than in complete accordance with the approved plans, numbered:

1394-GSA-ZZ-00-DR-A-1001 (Rev. P03)
1394-GSA-ZZ-00-DR-A-1002 (Rev. P03)
1394-GSA-ZZ-00-DR-A-1003 (Rev. P04)
1394-GSA-ZZ-00-DR-A-2100 (Rev. P12)
1394-GSA-ZZ-00-DR-A-2101 (Rev. P09)
1394-GSA-ZZ-00-DR-A-2102 (Rev. P09)
1394-GSA-ZZ-00-DR-A-2103 (Rev. P09)
1394-GSA-ZZ-00-DR-A-2128 (Rev. P02)
1394-GSA-ZZ-00-DR-A-2129 (Rev. P02)
1394-GSA-ZZ-00-DR-A-2130 (Rev. P02)
1394-GSA-ZZ-00-DR-A-3001 (Rev. P02)
1394-GSA-ZZ-00-DR-A-3101 (Rev. PO?)
1394-GSA-ZZ-00-DR-A-3119 (Rev. PO?)
1394-GSA-ZZ-00-DR-A-3120 (Rev. P05)
1394-GSA-ZZ-00-DR-A-3121 (Rev. P05)
1394-GSA-ZZ-00-DR-A-4101 (Rev. P08)
1394-GSA-ZZ-00-DR-A-4102 (Rev. P05)

Reason: For the avoidance of doubt and to ensure that the development is carried out as approved.

- 3 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, no window or other opening (other than those shown on the submitted and approved plans) shall be formed in the flank wall(s) of the building(s) hereby approved.

Reason: In order to ensure a satisfactory development that will not result in any loss of privacy or damage to the environment of neighbouring properties which exist or may be proposed in the future.

- 4 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015, other than porches erected in accordance with the Order, no extension or enlargement (including additions to roofs) shall be made to the dwellinghouse(s) hereby permitted, or any detached building erected, without the express permission in writing of the Local Planning Authority.

Reason: In the interests of amenity and to enable the Local Planning Authority to retain control over future development.

- 5 No works shall take place in relation to any of the development hereby approved until samples

of all materials to be used in the external construction of the building(s) are submitted to and approved in writing by the Local Planning Authority and thereafter the development shall be constructed with the approved materials.

Reason: To ensure a high quality design in accordance with Policy 26 of the Havering Local Plan (2021).

- 6 No works shall take place in relation to any of the development hereby approved until there has been submitted to and approved by the Local Planning Authority a scheme of hard and soft landscaping, which shall include indications of all existing trees and shrubs on the site, and details of any to be retained, together with measures for the protection in the course of development. All planting, seeding or turfing comprised within the scheme shall be carried out in the first planting season following completion of the development and any trees or plants which within a period of 5 years from completion of the development die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of a similar size and species, unless otherwise agreed in writing by the local Planning Authority.

Reason: To ensure a high quality landscape is provided in accordance with Policy 27 of the Havering Local Plan (2021).

- 7 No works shall take place in relation to any of the development hereby approved until a scheme for the protection of preserved trees on the site has been submitted to and agreed in writing by the Local Planning Authority. Such scheme shall contain details of the erection and maintenance of fences or walls around the trees, details of underground measures to protect roots, the control of areas around the trees and any other measures necessary for the protection of the trees. Such agreed measures shall be implemented before development commences and kept in place until the approved development is completed.

Reason: To ensure nearby trees are protected from development in accordance with Policy 30 of the Havering Local Plan (2021).

- 8 Prior to the commencement of the development hereby approved, details of all proposed walls, fences and boundary treatment shall be submitted to, and approved in writing by, the Local Planning Authority. The boundary development shall then be carried out in accordance with the approved details and retained permanently thereafter to the satisfaction of the Local Planning Authority.

Reason: To ensure a high quality design is provided in accordance with Policy 27 of the Havering Local Plan (2021).

- 9 No building shall be occupied or use commenced until refuse and recycling facilities are provided in accordance with details which shall previously have been submitted to and approved in writing by the Local Planning Authority. The refuse and recycling facilities shall be permanently retained thereafter.

Reason: To ensure appropriate refuse and recycling facilities are provided in accordance with

Policy 35 of the Havering Local Plan (2021).

- 10 No building shall be occupied or use commenced until cycle storage is provided in accordance with details previously submitted to and approved in writing by the Local Planning Authority. The cycle storage shall be permanently retained thereafter.

Reason: To encourage active modes of travel in accordance with Policy 24 of the Havering Local Plan (2021).

- 11 All building operations in connection with the construction of external walls, roof, and foundations; site excavation or other external site works; works involving the use of plant or machinery; the erection of scaffolding; the delivery of materials; the removal of materials and spoil from the site, and the playing of amplified music shall only take place between the hours of 8.00am and 6.00pm Monday to Friday, and between 8.00am and 1.00pm on Saturdays and not at all on Sundays and Bank Holidays/Public Holidays.

Reason: To protect the amenity of nearby residents in accordance with Policy 34 of the Havering Local Plan (2021).

- 12 The dwellings hereby approved shall not be occupied until all air quality neutral measures identified in the Air Quality Assessment (Ref: PP2153/DG/AQA/202404-ED) (October 2024) have been shown to be implemented, and evidence has been submitted to an approved in writing by the local planning authority.

Reason: To protect air quality in accordance with Policy 33 of the Havering Local Plan (2021).

- 13 Prior to commencement of the development hereby approved, the applicant shall submit a Dust Management Plan (DMP) to the planning authority for approval. The DMP shall identify all potential sources of dust and thereafter specify any mitigation measures considered necessary to protect local amenity from impacts of dust during the construction phase.

Reason: To protect the amenity of nearby residents in accordance with Policy 34 of the Havering Local Plan (2021).

- 14 Prior to the commencement of the development hereby approved, a scheme for the management of any land contamination on-site shall be submitted to, and approved in writing by, the Local planning Authority. This shall comprise:

a) A Phase 1 (Desktop Study) Report documenting the history of the site, its surrounding area and the likelihood of any contaminants, their type and extent incorporating a Site Conceptual Model.

b) A Phase II (Site Investigation) Report - if the Phase 1 Report confirms the possibility of a significant risk to any sensitive receptors. This is an intrusive site investigation including factors such as chemical tests, quantitative risk assessment and a description of the site's ground conditions. An updated Site Conceptual Model should be included showing all potential pollutant linkages and assessment of risk to identified receptors.

c) A Phase III (Remediation Strategy Report) - if the Phase II Report confirms the presence of

significant pollutant linkage remediation. A detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to all receptors must be prepared, and is subject to approval in writing by the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria.

d) Following completion of the measures identified in the approved remediation scheme (As set out in (c)), a Verification Report that demonstrates the effectiveness of the remediation carried out, any requirement for longer-term monitoring of contaminant linkages, maintenance and arrangements for contingency action, must be produced, and is subject to the approval in writing of the Local Planning Authority.

Reason: To protect amenity, human health and safety and the natural environment in accordance with Policy 34 of the Havering Local Plan (2021).

- 15 No works shall take place in relation to any of the development hereby approved until a Construction Method Statement to control the adverse impact of the development on the amenity of the public and nearby occupiers is submitted to and approved in writing by the Local Planning Authority. The Construction Method statement shall include details of:

- a) parking of vehicles of site personnel and visitors;
- b) storage of plant and materials;
- c) dust management controls;
- d) measures for minimising the impact of noise and, if appropriate, vibration arising from construction activities;
- e) predicted noise and, if appropriate, vibration levels for construction using methodologies and at points agreed with the Local Planning Authority;
- f) scheme for monitoring noise and if appropriate, vibration levels using methodologies and at points agreed with the Local Planning Authorities;
- g) siting and design of temporary buildings;
- h) scheme for security fencing/hoardings, depicting a readily visible 24-hour contact number for queries or emergencies;
- i) details of disposal of waste arising from the construction programme, including final disposal points. The burning of waste on the site at any time is specifically precluded.

And the development shall be carried out in accordance with the approved scheme and statement.

Reason: To protect the amenity of nearby residents in accordance with Policy 34 of the Havering Local Plan (2021).

- 16 No works (other than drainage works required by this condition) shall take place in relation to any of the development hereby approved until drainage works have been carried out in accordance with details previously submitted to and approved by the Local Planning Authority.

Reason: To ensure appropriate drainage systems are provided within the scheme, in accordance with Policy 32 of the Havering Local Plan (2021).

- 17 Prior to the first occupation of the development hereby approved, the residential parking space(s) shall be provided with active vehicle charging facilities for electric or Ultra-Low Emission vehicles.

Reason: To encourage sustainable modes of travel in accordance with Policy 24 of the Havering Local Plan (2021).

- 18 No works shall take place in relation to any of the development hereby approved until a full and detailed application for the Secured by Design award scheme is submitted to the Local Planning Authority, setting out how the principles and practices of the Secured by Design Scheme are to be incorporated. Once approved in writing by the Local Planning Authority in consultation with the Metropolitan Police Designing Out Crime Officers, the development shall be carried out in accordance with the agreed details.

Reason: To ensure the scheme provides a safe environment in accordance with Policy 26 of the Havering Local Plan (2021).

- 19 Prior to occupation of the development hereby approved, details shall be submitted to and agreed in writing by the Local Planning Authority for the installation of Ultra-Low NOx boilers with maximum NOx emissions less than 40 mg/kWh. Where any installations do not meet this emissions standard it should not be operated without the fitting of suitable NOx abatement equipment or technology as determined by a specialist to ensure comparable emissions. The installation of the boilers shall be carried out in strict accordance with the agreed details and shall thereafter be permanently retained. Following installation emissions certificates will need to be provided to the Local Planning Authority to verify boiler emissions.

Reason: To minimise the impact of building emissions on local air quality in accordance with Policy 33 of the Havering Local Plan (2021).

- 20 (A) Prior to the commencement of above ground works for the development hereby approved, excluding demolition and site preparation works, water efficiency calculations prepared by a suitably qualified assessor, shall be submitted to, and approved in writing by, the local planning authority, to demonstrate that the detailed design within the development is designed to meet water efficiency standards with a maximum water use target of 105 litres of water per person per day.

(B) Prior to occupation of each residential unit within the development, evidence that the approved dwellings have incorporated water saving and monitoring measures that is in line with Part A shall be submitted to the Local Planning Authority for written approval.

Reason: To ensure the sustainable use of water, in accordance with Policy SI5 of London Plan (2021).

- 21 All mitigation measures and/or works shall be carried out in accordance with the details contained in the Preliminary Ecological Appraisal and BNG Report (Thomson Environmental Consultants, October 2024).

Reason: To protect the environment in accordance with Policy 30 of the Havering Local Plan (2021).

- 22 Prior to the commencement of the development hereby approved, a Habitat Management and Monitoring Plan (HMMP) shall be submitted to, and approved in writing by, the Local Planning Authority.

The HMMP shall include:

- a) The roles and responsibilities of the people or organisations delivering the HMMP
- b) The planned habitat creation and enhancement works to create or improve habitat to achieve the on-site enhancements
- c) The management measures to maintain habitat
- d) The monitoring methodology
- e) Details of the contents of the monitoring reports including details of adaptive management

The HMMP shall be implemented, managed and maintained as approved.

Reason: To protect the environment in accordance with Policy 30 of the Havering Local Plan (2021).

- 23 Prior to the commencement of the development hereby approved, a Reptile Management Strategy shall be submitted to, and approved in writing by, the Local Planning Authority.
The Reptile Management Strategy shall include:

- a) The purpose and conservation activities for the proposed works
- b) A review of site potential and constraints
- c) Detailed designs to achieve the stated objectives
- d) A plan showing the extent and location of proposed works
- e) Type and source of materials to be used
- f) A timetable for implementation
- g) Person responsible for implementing the works
- h) Details of initial aftercare and long-term maintenance
- i) Details for monitoring and remedial measures
- j) Details for the disposal of waste arising from the works

The Reptile Management Strategy shall be implemented in accordance with the approved details and shall be retained thereafter.

Reason: To protect the environment in accordance with Policy 30 of the Havering Local Plan (2021).

- 24 Prior to the commencement of the development hereby approved, a Biodiversity Enhancement Strategy for protected, priority and threatened species, prepared by a suitably qualified ecologist in accordance with the recommendations of the Preliminary Ecological Appraisal shall be submitted to, and approved in writing by, the Local Planning Authority.

The contents of the Biodiversity Enhancement Strategy shall include:

- a) Purpose and conservation objectives for the proposed enhancements
- b) Detailed designs or product descriptions to achieve stated objectives
- c) Locations of proposed enhancement measures by appropriate maps and plans
- d) Persons responsible for implementing the enhancement measures
- e) Details of initial aftercare and long-term maintenance

Reason: To protect the environment in accordance with Policy 30 of the Havering Local Plan (2021).

- 25 Prior to the commencement of the development hereby approved, a lighting design strategy for biodiversity, prepared in accordance with Guidance Note 08/23 (Institute of Lighting Professionals) shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall:

- a) Identify those areas/features that are particularly sensitive for bats
- b) Show how and where external lighting will be installed to minimise impacts on those identified areas

Reason: To protect the environment in accordance with Policy 30 of the Havering Local Plan (2021).

- 26 Prior to the commencement of the development hereby approved, a report demonstrating that the use of PV panels within the development has been maximised shall be submitted to, and approved in writing by, the Local Planning Authority.

The development shall be implemented in accordance with the approved details and retained as such thereafter.

Reason: In accordance with Policy 36 of the Havering Local Plan (2021).

- 27 No plant or machinery shall be installed unless it meets, or mitigation is provided, to meet the following standard:

The Rating Level (L_{ar}, Tr) of the plant or machinery shall be at least 10dB below the prevailing background noise level (LA₉₀, T). The measurement position, assessment and definitions shall be made according to BS4142:2014 + A1:2019 'Methods for rating and assessing industrial and commercial sound'.

Any plant and machinery shall be permanently maintained to meet this standard.

Reason: To prevent loss of amenity to neighbouring residential properties in accordance with Policy 34 of the Havering Local Plan (2021).

- 28 Prior to the commencement of the development hereby approved, confirmation of all Non-Road Mobile Machinery (NRMM) to be used, or a statement confirming that NRMM will not be used shall be submitted to, and approved in writing by the Local Planning Authority. All Non-Road Mobile Machinery (NRMM) and plant to be used on site of net power between 37kW and 560 kW must be registered at <http://nrmm.london/>.

Reason: To protect the amenity of nearby residents in accordance with Policy 34 of the Havering Local Plan (2021).

- 29 If, during development, contamination not previously identified is found to be present at the site then no further development shall be carried out until the developer has submitted a remediation strategy to the local planning authority detailing how this unsuspected contamination shall be dealt with and obtained written approval from the local planning authority. The remediation strategy shall be implemented as approved.

Reason: To protect those engaged in construction and occupation of the development from potential contamination in accordance with Policy 34 of the Havering Local Plan (2021).

- 30 (A) Prior to the commencement of the development hereby approved, excluding above ground demolition and site preparation works, a written scheme of investigation (WSI), setting out the programme of both geoarchaeological evaluation and geo-archaeological mitigation, shall be submitted to, and approved in writing by, the local planning authority. For land that is included within the WSI, no development shall take place other than in accordance with the agreed WSI, which shall include:

- (i) the statement of significance and research objectives;
- (ii) the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works;
- (iii) the programme for post-investigation assessment and subsequent analysis, publication & dissemination and archive deposition of resulting material; and
- (iv) details of the public engagement framework.

(B) Prior to the first occupation of any part of the development hereby approved, evidence that the programmes of both the geo-archaeological evaluation and geo-archaeological mitigation have been carried out in accordance with the WSI approved under part (A), and the analysis, publication & dissemination and archive deposition of resulting material have been secured, shall be submitted to, and approved in writing by, the local planning authority.

Reason: To protect assets of archaeological interest on-site in accordance with HC1 of the London Plan (2021)

- 31 Prior to the first occupation of the development hereby approved, a Car Park Management Plan shall be submitted to, and approved in writing by, the Local Planning Authority.

The Car Park Management Plan shall include, but shall not be limited to, details of:

- a) Active and passive Electric Vehicle Charging Points (EVCPs),
- b) Method of allocation
- c) Car park lighting
- d) Security and safety measures
- e) Enforcement of unauthorised parking

- f) Pricing structures (if relevant)
- g) Pre-booking service
- h) Monitoring and management plan
- i) Capacity to increase or decrease car parking provision as required
- j) Tracked vehicle movements for exits and entrances to the car park

The approved Car Parking Management Plan shall be implemented in full prior to the first occupation of the relevant part of the development and so maintained.

Reason: To ensure highways safety in accordance with Policy 24 of the Havering Local Plan (2021).

INFORMATIVE(S)

Date:

DRAFT DECISION

London Borough of Havering
Town Hall, Main Road
Romford RM1 38B

IMPORTANT - attention is drawn to the notes overleaf

NOTES IN CONNECTION WITH APPROVAL OF APPLICATIONS SUBJECT TO CONDITIONS OR REFUSAL OF APPLICATIONS FOR PLANNING PERMISSION

1. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or to grant permission or approval subject to conditions, an appeal may be made to the First Secretary of State at the Department for Communities and Local Government in accordance with Section 78 of the Town and Country Planning Act 1990 within six months of the date of this notice. However, if an enforcement notice is subsequently served relating to the same or substantially similar land and development and you want to appeal you must do so within 28 days of the service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made on a form which is obtainable from the Planning Inspectorate, Customer Support Unit, Temple Quay House, 2 The Square, Temple Quay, Bristol BS1 6PN or from the Planning Inspectorate's web site,

www.planning.inspectorate.gov.uk

2. When submitting the completed appeal form to the Planning Inspectorate, a copy should be sent to Planning, London Borough of Havering, Town Hall, Main Road Romford, RM1 3BB. The First Secretary of State has power to allow a longer period for the giving of a notice of appeal but will not normally be prepared to exercise these powers unless there are special circumstances which excuse the delay in giving notice of appeal. The First Secretary of State is not required to entertain an appeal if it appears that permission for the proposed development could not have been granted by the local planning authority, or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements to the provisions of the development order, and to any directions given under the order. Where the decision of the local planning authority is based upon a direction from the First Secretary; it is not the practise to refuse to accept appeals solely because of this direction.
3. If permission to develop land is refused or granted subject to conditions, whether by the local planning authority or by the First Secretary of State and the owner of the land claims that the land has become incapable of reasonable beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, a purchase notice may be served on the London Borough of Havering requiring the council to purchase the land in accordance with the provision of Part VI of the Town and Country Planning Act 1990.
4. In certain circumstances, a claim may be made against the local planning authority for compensation where there has been an appeal or where an application has been referred to the First Secretary, and where planning permission is refused or granted subject to conditions. The circumstances in which such compensation is payable are set out in section 114 of the Town and Country Planning Act 1990.
5. The statutory requirements are those set out in section 79(6) of the Town and Country Planning Act 1990, namely Sections 70, 71 and 72(1) of the Act.

You are reminded that Building Regulations approval may also be required for these works. You must contact the Building Control Manager or Building Inspector to confirm if permission is required.

Note: Following a change in government legislation a fee is now required for the request for Submission of details pursuant to discharge of conditions in order to comply with the Town and Country Planning (Fees for Applications and Deemed Applications) (Amendment) (England) Regulations, which came into force from 06/04/2008. A fee of £116 per request (or £34 where the related permission was for extending or altering a dwellinghouse) will be required.

Schedule 3
Standard Notices
Form: Notice of Implementation of Development

Notice of Implementation of Development

This Notice must be served not less than 5 Working Days before Implementation of Development.

Planning Application Reference Number	
Planning Case Officer:	
Deed dated:	
Owner 's details: Site Address:	
Expected Implementation Date	
Estimated Practical Completion Date (if known):	
Dated Signed by or on behalf of the Owner :	

Please return to:

Director Planning and Public Protection, Town Hall Main Road Romford Essex RM1 3BD and by email to infrastructureplanning@haverling.gov.uk

Official Use	
Date received	
Monitoring triggers	

Form: Notice of Payment of Contributions and Fees

Please ensure there is a separate form for each payment being made. Monies must be paid by TT or by SACS to the Council.

This Form must be served not less than 5 Working Days before payment is to be made.

Planning Application Reference	
Deed dated:	
Owner 's details:	
Site Address:	
Contribution Description: Relating to Clause/Paragraph: Date on which amount is due:	
Amounts to be paid 1.Contribution: 2.Indexation Amount: Period from -to 4.Interest Amount (if any): Period from - to	
Total to be paid:	
Dated Signed by or on behalf of the Owner :	

Please return to:

Director of Planning and Public Protection, Town Hall Main road Romford Essex RM1 38D and
by email to infrastructureplanning@haverling.gov.uk

Official Use	
Date received	
Interest/Indexation Outstanding	
Confirmation of correct receipt	

Schedule 4 / Part 1

Contributions

1. The Owner covenants with the Council:

Affordable Housing Contribution

1.1 Prior to Implementation of the Development to pay the first half of the Affordable Housing Contribution, in the sum of thirty eight thousand five hundred sixty four pounds and fifty pence (£38,564.50) duly BCIS Indexed, to the Council;

- 1.1.1 Not to Implement or permit Implementation of the Development upon the Site until payment in clause 1.1 above has been paid to the Council.
- 1.1.2 Prior to Occupation of the Development to pay the remaining sum of the Affordable Housing Contribution, in the sum of thirty eight thousand five hundred sixty four pounds and fifty pence (£38,564.50) duly BCIS Indexed, to the Council; and
- 1.1.3 Not to Occupy or permit Occupation of the Development upon the Site until the full sum of the Affordable Housing Contribution has been paid to the Council.

Carbon Offset Contribution

1.2 Prior to Implementation of the Development to pay the first half of the Carbon Offset Contribution, in the sum of fifteen thousand and twelve pounds (£15,012) duly BCIS Indexed, to the Council;

- 1.2.1 Not to Implement or permit Implementation of the Development upon the Site until payment in clause 1.2 above has been paid to the Council.
- 1.2.2 Prior to Occupation of the Development to pay the remaining sum of the Carbon Offset Contribution, in the sum of fifteen thousand and twelve pounds (£15,012) duly BCIS Indexed, to the Council; and
- 1.2.3 Not to Occupy or permit Occupation of the Development upon the Site until the full sum of the Carbon Offset Contribution has been paid to the Council.

Schedule 4 / Part 2

Viability Review – Affordable Housing

The Early Stage Review

1 Early Stage Viability Review Trigger

- 1.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 (five) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether the Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner 's notification pursuant to paragraph 1.1 of this Schedule 4 Part 2, the Owner shall afford the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council shall:
 - (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - (b) comply with relevant health and safety legislation; and
 - (c) at all times be accompanied by the Owner or its agent.
- 1.4 No later than 20 (twenty) Working Days after the Council receives
 - (a) notice pursuant to paragraph 1.1 of this Schedule 4 Part 2; or
 - (b) if the Council makes a request under paragraph 1.2 of this Schedule 4 Part 2, the additional documentary evidence,

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

- 1.5 If the Council notifies the Owner that the Council considers that the Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply *mutatis mutandis* until the Council has notified the Owner that the Substantial Implementation has been achieved.
- 1.6 The Owner shall not Occupy or permit Occupation of the Development or any part thereof until, the Council has notified the Owner pursuant to paragraph 1.4 of this Schedule 4 Part 2 that that Substantial Implementation has been achieved, and it was achieved on or before the Substantial Implementation Target Date.
- 1.7 Any dispute between the parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date may be referred to dispute resolution in accordance with Clause 13.

Submission of Development Viability Information and Other Information

- 2 Where the Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 of this Schedule 4 Part 2 or pursuant to Clause 13 of this Deed):
 - (a) the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 of this Schedule 4 Part 2 that the Substantial Implementation has been achieved, on the basis that the Council may make such information publicly available:
 - (i) the Development Viability Information for Formula 1b below;
 - (ii) a written statement that applies the applicable Development Viability Information to Formula 1b (PROVIDED ALWAYS THAT if the result produced by Formula 1b is less than zero it shall be deemed to be zero) thereby confirming:
 - whether in the Owner 's view a Surplus Profit exists; and

- the proportion of the Surplus Profit which the Owner proposes should be paid as an Early Stage Review Affordable Housing Contribution and the Owner's reasons for that proposal
- (b) the Owner will give the Council not less than 10 Working Days advance written notice of the date on which the Early Stage Development Viability Information and any other information pursuant to paragraph 3 is intended to be submitted and such information shall be subject to the transparency requirements set out in the Mayor's Affordable Housing and Viability SPG unless otherwise agreed with the Council;

3 Assessment of development viability information and other information

- 3.1 The Council shall assess the information submitted pursuant to paragraph 2 of this Schedule 4 Part 2 and assess whether in its view Surplus Profit exists and the proportion of Surplus Profit payable by the Owner as an Early Stage Review Affordable Housing Contribution and notify the Owner within three weeks of receipt of the Development Viability Information for the avoidance of doubt the Council shall be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 4 subject to such evidence also being provided to the Owner .
- 3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Schedule 4 Part 2.
- 3.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view Surplus Profit arises from the application of Formula 1b and an Early Stage Review Affordable Housing Contribution is payable for the avoidance of doubt the financial contribution shall not exceed the Affordable Housing Contribution Cap.
- 3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Schedule 4 Part 2, the Council can notify the Owner in writing of the Council's decision as to whether any Surplus Profit arises and an Early Stage Review Affordable Housing Contribution is payable.

- 3.5 Where the Council concludes an Early Stage Review Affordable Housing Contribution is required but the Owner's initial submission concluded otherwise, the Owner shall provide a further submission to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.4 of this Schedule.
- 3.6 where it is determined pursuant to this paragraph 3 that a Early Stage Review Affordable Housing Contribution is payable then the Owner shall pay within 20 (twenty) Working Days of receipt of a written request for payment from the Council. The Owner shall not Occupy or permit Occupation of any Residential Unit unless and until the Early Stage Review Affordable Housing Contribution has been paid to the Council.
- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2 of this Schedule 4 Part 2 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment from the Council.

Late Stage Review

4 Late Stage Viability Review Trigger

The Owner shall notify the Council in writing of the anticipated Late Stage Review Date not less than 10 (ten) Working Days in advance of that date.

5 Submission of Development Viability Information and Other Information

No later than 10 (ten) Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 4 of this Schedule 4 Part 2, the Owner shall submit the following information on the basis that the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 3 below and Formula 4; and
- (b) a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 confirming whether in the Owner's view any Late Stage Review Contribution is payable and, if so, how much for the avoidance of doubt the financial contribution shall not exceed the Affordable Housing Contribution Cap

such information shall be subject to the transparency requirements set out in the Mayor's Affordable Housing and Viability SPG unless otherwise agreed with the Council.

6 Assessment of Development Viability Information and Other Information

- 6.1 The Council shall assess the Development Viability Information submitted pursuant to paragraph 5 of this Schedule and assess whether in its view a Late Stage Review Contribution is payable in accordance with Formula 3 subject to the Affordable Housing Contribution Cap as calculated in accordance with Formula 4 and, if so, how much; and notify the Owner within three weeks of receipt of the Development Viability Information and the Council will be entitled to rely on its own evidence in determining inputs into Formula 3 and Formula 4 subject to such evidence also being provided to the Owner.
- 6.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5 of this Schedule 4 Part 2.
- 6.3 In the event that the Council and/or an External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner s shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) as soon as practicable and shall use Reasonable Endeavours to do so within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view any Late Stage Review Contribution is required in accordance with Formula 3 subject to the Affordable Housing Contribution Cap as calculated in accordance with Formula 4.
- 6.4 If the Council and/or External Consultant determines following receipt of the information submitted pursuant to paragraph 5 of this Schedule 4 Part 2 that the Late Stage Review Date has not occurred, the Council may require the Owner to promptly submit additional information pursuant to paragraph 5 of this Schedule 4 Part 2 or to re-submit the information required under paragraph 5 of this Schedule 4 Part 2 upon the occurrence of the Late Stage Review Date (as determined by the Council).
- 6.5 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5 of this Schedule 4 Part 2, the Council shall notify the Owner in writing of its decision and not later than 3 (three) weeks from receipt of the Development Viability Information or receipt of the final information requested (if any such request submitted) as the case may be as to whether any Late Stage Review Contribution is required and, if so, how much.

- 6.6 If the Council notifies the Owner pursuant to paragraph 6.5 of this Schedule 4 Part 2 that a Late Stage Review Contribution is required:
- (a) the Owner shall pay the Late Stage Review Contribution to the Council within 10 (ten) Working Days of the date on which such notice is received; and
 - (b) the Owner shall not Occupy more than 80% (eighty per cent) of the Residential Units until the Late Stage Review Contribution has been paid in full to the Council.
- 6.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to this Schedule 4 Part 2 including those of the External Consultant within 20 (twenty) Working Days of receipt of a written request for payment.
- 6.8 The Owner shall not Occupy more than 80% (eighty per cent) of the Residential Units until the Council has notified the Owner in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 6.5 of this Schedule 4 Part 2.

7 Public Subsidy

- 7.1 Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any Surplus Profit that is to be retained by the Owner following the application of Formula 3.

Formula for Early Stage Viability Review

FORMULA 1b (Surplus Profit available for additional affordable housing contribution)

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

Where:

A = Early Stage Review GDV (£)

B = Application Stage GDV (£)

C = Early Stage Review Build Costs (£)

D = Application Stage Build Costs (£)

P = $(A - B) * Y$

Y = Target Return (%)

Notes:

(A – B) represents the change in GDV from the date of planning permission to the date of review.

(C – D) represents the change in build costs from the date of planning permission to the date of review.

P represents Owner profit on change in GDV.

Formulas for Late Stage Viability Review

FORMULA 3 (Surplus Profit available for affordable housing contribution)

X = Late Stage Review Contribution

$$X = (((A + B) - C) - ((D + E) - F) - P) * 0.8$$

Where:

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated Additional GDV (£) (in excess of the amount in 'A' above)

C =

- Application Stage GDV (£), where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to Schedule 4 Part 4; or
- Early Stage Review GDV (£) as determined by the Council pursuant to Schedule 4 Part 4, where Development Viability Information for Formula 1b and 2 was submitted pursuant to Schedule 4 Part 4.

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Additional Build Costs (£) (in excess of the amount in 'D' above)

F =

- Application Stage Build Costs (£) where Development Viability Information for Formula 1b and 2 was not required to be submitted pursuant to Part 4 of Schedule 2; or
- Early Stage Review Build Costs (£) as determined by the Council pursuant Schedule 4 Part 2, where Development Viability Information for Formula 1b and 2 was submitted pursuant to Schedule 4 Part 2.

$$P = (A + B - C) * Y$$

Y = Target Return (%)

Notes:

(A + B - C) represents the change in GDV from the date of the Planning Permission (or previous review if triggered) to the Late Stage Review Date.

(D + E - F) represents the change in Build Costs from the date of the Planning Permission (or previous review if triggered) to the Late Stage Review Date.

P represents the Owner's profit on GDV

0.8 represents the 80 per cent of the Surplus Profit to be used by the Council for additional Affordable Housing, after the Owner's profit (P) has been deducted.

X is subject to the Affordable Housing Contribution Cap.

FORMULA 4 (Affordable Housing Contribution Cap)

X = Affordable Housing Contribution Cap

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

Where:

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

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

C = Average Intermediate Housing Value (£ per m2)

D = Average unit size for the Development being [] m2

E = the shortfall in London Affordable Rented Housing when compared with the Affordable Housing Target Tenure Split (number to be inserted at the time the Formula is applicable)

F = the shortfall in Intermediate Housing when compared with the Affordable Housing Target Tenure Split (number to be inserted at the time the Formula is applicable)

G = For Early Stage Review, G = Affordable Housing Contribution

For Late Stage Review, G = Affordable Housing Contribution + Early Stage Review Affordable Housing Contribution (if applicable)

SCHEDULE 4 / Part 3
CPZ -Parking Permit Restrictions

The Owner covenants with the Council granted by Section 16 of the Greater London Council (General Powers) Act 1974 in relation to all CPZ surrounding the Site to:

1. Waive all and any rights and entitlements to be granted a Parking Permit (unless the relevant applicant is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
2. Ensure that paragraphs 2.1 below are clearly included in all marketing material, and in all freehold disposals, leases, options, licenses, tenancy agreements and any other disposal arrangements, to all purchasers and Occupiers of all Residential Units in the Development and to advise those persons in writing before acquiring any freehold interest, lease, option, licence, tenancy agreement or other interest, of those restrictions and obligations.

2.2 All Occupiers of Residential Units (including tenants, employees and visitors) in the Development:

- 2.2.1 shall not be entitled to apply to the Council or to be granted a Parking Permit or to hold a Parking Permit (inclusive of resident, business and carers' Parking Permits) in respect of on-street parking unless such Occupier is a holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1990 and has first notified the Director in writing of that entitlement;
- 2.2.2 shall not be entitled to apply to the Council or to hold tradespersons Parking Permits (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
and
- 2.2.3 the Council would refer to the provisions of this paragraph in its refusal to grant a Parking Permit.

3. Any Occupier of the Site:

3.1 who has an on-street Parking Permit or contract shall surrender such entitlement before taking up Occupation unless such Occupier is or becomes entitled to be a holder of a disabled persons badge issued pursuant to Section

21 of the Chronically Sick and Disabled Persons Act 1990 and the Occupier has first notified the Director in writing of such entitlement; and

3.2 shall not bring any motor vehicle to be brought on to the Site to be left abandoned and/or parked within the Site other than in one of the approved and designated parking spaces; and

3.3 shall not lease, sub-let or assign any parking space allocated to them.

4. Take reasonable steps to ensure clear notices are placed in the entrance to the Development and any communal areas as may be reasonable in the opinion of the Owner to inform Occupiers that Parking Permits will only be granted to the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970;
5. to include in any lease, licence or tenancy agreement of any part of the Development a covenant to prohibit the submission of an application for a permit to park a vehicle in a place designated in an order made under section 45(2) of the Road Traffic Regulation Act 1984 for the use of residents in the locality of the Site (but not the Site itself) (unless the Occupier is the holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) and to produce to the Council on reasonable request a copy of any such lease, licence or tenancy agreement.
6. Prior to first Occupation of the Development, provide to the Council a list of the new residential addresses with full address information at the Site and a plan of those new residential addresses; and
7. On first Occupation of the Development, and in perpetuity, maintain a management system to implement the provisions of this Part 3 of Schedule 4 unless and until such time that responsibility of such management system is transferred to a management company.

Schedule 8

The Council's Covenants

1. The Council covenants with the Owner:

- (a) to issue the Planning Permission as soon reasonably practicable from the date hereof ;
- (b) to use the Contributions and other payments paid pursuant to this Deed solely for the purposes set out in this Deed;
- (c) to use Reasonable Endeavours to deal expeditiously with matters submitted for approval pursuant to this Deed by the Owner to the Council;
- (d) to confirm in writing on written request by the Owner when all or any specified obligations in this Deed have been discharged;
- (e) to repay any Contributions or other payments paid pursuant to this Deed which are unspent ten (10) years from the date on which the relevant Contribution or payment is paid under this Deed such repayment to be made to the person who originally made such payment to the Council or its nominee including any interest accrued; and
- (f) the Council shall keep a record of all Contributions or other payments received, interest accrued, monies expended and the purpose of each expenditure and provide a copy to the Owner on request.

IN WITNESS whereof the Parties have executed this Deed as a deed of the day and year first before written

**THE COMMON SEAL of THE MAYOR
AND BURGESSES OF THE LONDON
BOROUGH OF HAVERING** was hereto

Executed as a deed on behalf of the said
MERCURY LAND HOLDINGS LIMITED by
a director in the presence of:

Director:

Signature of Witness

Name of Witness

Occupation of Witness

Address of Witness