

Underpass Works") ALWAYS PROVIDED that in the event that the Owner can demonstrate that following grant of the Planning Permission and prior to Implementation it has already paid sums to the Council for the design of the Underpass Works such sums can be deducted from the Underpass Contribution payable up to a maximum of £150,000 (one hundred and fifty thousand pounds).

2.72 "Water Strategy Plan"

A plan demonstrating in detail the Owner's commitment to water management and drainage and incorporating (i) an impact assessment demonstrating that the Owner has created appropriate provision for drainage to a suitable sewer with attenuation of storm flow water routed through on site drainage with site drainage only being combined to a single channel at the last man hole nearest the boundary of the Property and (ii) a strategy for efficient use, capture, storage and reuse of water.

2.73 "WRAP Assessment Plan"

A plan setting out a detailed Waste and Resources Action Assessment Programme based on the information outlined in the Consolidated Strategy such plan to require the Owner to use all reasonable endeavours to secure at least 20% by value of construction materials used within the Development are materials with recycled content.

NOW THIS DEED WITNESSETH as follows:-

- 3.1 This Agreement is made in pursuance of Section 106 of the Act, and is a planning obligation for the purposes of Section 106 as aforesaid, and shall be enforceable by the Council against the Owner as provided herein and (subject as herein provided) against any person deriving title to any part of the Property from the Owner and insofar as it is not a planning obligation its provisions may be enforceable by the Council under any relevant statutory powers.
- 3.2 Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies, corporations and other artificial persons.

- 3.3 Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 3.4 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 3.5 It is hereby agreed between the Parties that save for the provisions of clauses 1, 2, 3 (in their entirety) 4.1.1, 4.1.2, 4.2.1, 4.2.2, 4.7, 4.17, 4.18, 4.19.1(a), (b) and (c), 4.22.2, 4.22.3, 5 and 6 all of which shall come into effect on the date hereof the covenants undertakings and obligations contained within this Agreement shall become binding upon the Owner upon the Implementation Date.
- 3.6 The Parties save where the context states otherwise shall include their successors in title.
- 3.7 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.23 for all relevant purposes.
- 3.8 The obligations, covenants and undertakings on the part of the Council in this Agreement are entered into with the intent that they shall be enforceable not only against the Council but also against the Council's statutory or other successors
- 3.9 Where the Planning Permission is the subject of any judicial review proceeding or any other legal challenge and if as a result of such judicial review proceedings or other legal challenge the Planning Permission is quashed and the Owner (having Implemented the Planning Permission) does not continue to Implement the Planning Permission, the Owner shall not be obliged to perform any further obligations or observe any further restrictions or conditions under this Agreement.
- 3.10 Obligations in this Agreement expressed to be made on the part of the Owner shall be jointly and severally enforceable against the First Owner and the Second Owner.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with the Council as follows:

4.1 Submission of Plans

- 4.1.1 Prior to the Implementation Date to submit to the Council for approval the following:-

- a) Affordable Wheelchair Homes Plan
- b) Air Quality Management Plan
- c) Biodiversity Plan
- d) the Code of Construction Practice
- e) the Code of Construction Impact Management
- f) the Community Space Plan
- g) the Interim One Stop Shop Plan
- h) the Lifetime Homes Plan
- i) the Local Business Support Plan
- j) the Market Wheelchair Homes Plan
- k) the One Stop Shop Plan
- l) the Public Area Plan
- m) the Energy Plan
- n) Water Strategy Plan
- o) WRAP Assessment Plan.

4.1.2 Not to Implement nor permit Implementation until each of the documents referred to in sub-Clause 4.1.1 has been approved by the Council (as demonstrated by written notice that effect).

4.1.3 Within 12 months following the Implementation Date to submit to the Council for approval the following:

- (a) the Car Club Plan
- (b) the Cycle Station Plan

- (c) the Podium Area Plan
- (d) the Public Art Plan
- (e) the Residential Development Exterior Maintenance Plan
- (f) the Servicing Management Plan
- (g) the Tenant's Meeting Room Plan.

4.1.4 Not to Occupy nor permit Occupation of the Development until each of the documents referred to in sub-Clause 4.1.3 has been approved by the Council (as demonstrated by written notice to that effect).

4.2 Management of the Construction Phase

The Owner covenants with the Council as follows:

4.2.1 From the commencement of the Construction Phase and at its own expense to comply with the details and requirements of Schedule 9 in carrying out any works of demolition at the Property.

4.2.2 From the commencement of the Construction Phase and at its own expense:

- (a) To convene the Community Working Group from such persons (subject to a maximum of 10 people) as the Council shall nominate having regard to membership of the existing Group on the adjoining site as having a direct interest in the carrying out of the Development and or local residents associations, local business or business organizations and local schools
 - (i) to procure that the project managers for the Development or their nominated deputies and a representative from the relevant contractor (and any other appropriate professional representatives of the Owner) shall be a member of the Construction Community Working Group and shall attend all meetings of the group.
 - (ii) to appoint a person ("the Liaison Officer") responsible for liaising with the Council residents' groups, local people and businesses and other interested parties within the vicinity of the Property about the operation of the Community Working Group and the management of the Construction Phase such person or his representative to organise and

attend all meetings of the Community Working Group all such meetings to take place within easy walking distance of the Property.

- (b) to give a minimum of seven (7) days written notice of each meeting of the Community Working Group to all members of such working group and to provide suitable facilities for the meetings of the Community Working Group.
- (c) to ensure that meetings of the Community Working Group shall take place every month during the Construction Phase (unless otherwise agreed)

ALWAYS PROVIDED that any member of the Community Working Group shall be entitled on reasonable grounds by giving written notice of not less than ten (10) days to the Liaison Officer to request a meeting of the Community Working Group (except in an emergency in which case such notice can specify a shorter period) and a meeting of the Community Working Group shall be so convened if in response to such request and shall consider matters specified in the notice as requiring discussion **AND PROVIDED ALSO** that if the Community Working Group decides to meet less frequently than is provided above during the Construction Phase, meetings of the working group shall be convened at such intervals as the Community Working Group decides.

- (d) to ensure that an accurate written minute is kept of each meeting of the group recording discussion and any decisions taken by the group (this to be circulated by the Owner to all members of the group within seven days of each meeting).
- (e) in the event of the majority of members of the Community Working Group (having particular regard to the national Considerate Constructor Manual) voting in favour of making a recommendation to the Owner in respect of the management of the Construction Phase (each member of the group having one vote on any motion proposed) to use reasonable endeavours to give effect to implementing any reasonable recommendation and in the event of any reasonable recommendation not being adopted by the Owner the Owner shall notify the next meeting of the Community Working Group of this fact together with written reasons as to why this is the case.
- (f) to provide at its own expense throughout the Construction Phase (1) a telephone complaints service that shall be available for 24 hours per day to local residents such line to be staffed by a representative of the Owner having control over the Construction Phase during all periods of construction activity and an answer phone service outside periods of construction activity (2) a fully operable and accessible computer web site setting out information about the progress of the

Construction Phase and measures being taken to limit its impact on the amenity of the local community (with particular emphasis being placed on identifying key dates when "high impact" construction activities are programmed to take place and the measures designed to address such impacts) and the Owner shall expeditiously take any action reasonably necessary to deal with any such reasonable complaints (and shall give each meeting of the Community Working Group written information about any such complaints received and action taken in respect of them).

- (g) to ensure throughout the Construction Phase that the Development shall not be carried out otherwise than in accordance with the Code of Construction Practice as approved and the Code of Construction Impact Management as approved save in so far as any requirements of the Code of Construction Practice and the Code of Construction Impact Management may be varied by any requirements imposed in a notice served under section 60 or a consent given under section 61 of the Control of Pollution Act 1974 and in the event of non compliance with this sub-clause the Owner shall upon notice from the Council take any steps reasonably required by the Council to remedy such non-compliance as soon as reasonably practicable and cease to carry out the Development until such notice is complied with.

4.3 Public Area Plan

- 4.3.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Public Area Plan as approved as demonstrated by written notice to that effect from the Council **PROVIDED THAT** the Owner shall not be in breach of this restriction on occupation where the Owner has demonstrated to the Council's reasonable satisfaction (as set out in the Council's written notice to that effect) that it has not been possible to complete the physical works comprised in the Public Area Plan due to circumstances beyond the reasonable control of the Owner.

- 4.3.2 After the Occupation Date to comply with the Public Area Plan as approved and in the event of any material breach of the Public Area Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach **PROVIDED THAT** this obligation shall not be deemed to be breached in the case of:

- (a) fire, flooding, emergency or other disaster or security or public safety except that such closure shall not continue for more than 48 hours without written approval of the Council;

- (b) the requirement to carry out maintenance, cleaning, renewal and necessary or required works, except that any works under this sub-paragraph shall be undertaken in such a way as to cause minimum disruption to the public and in any event shall not continue for more than one week without the prior written approval of the Council;
- (c) occasional temporary closure (not exceeding one day's length at any time in any calendar year) for sufficient time to assert rights of proprietorship preventing public or private rights from coming into being by means of prescription or other process of law;
- (d) with the prior written approval of the Council the withdrawal of areas external to retail units used in association with such retail units for tables, chairs and other improved amenity where such withdrawal does not compromise the permeability of the Public Area provided that the Council's approval shall not be required for tables and chairs to be laid out on the areas shown shaded pink on Plan 351sk1748B;
- (e) closure for the holding of private events, exhibitions or similar functions (to which the public at large are not admitted) **PROVIDED THAT** (i) during the holding of any such private events, exhibitions, or other similar functions no less than seventy percent or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot, (ii) a north south or east west pedestrian route through the Public Area and (iii) the duration of such private events, exhibitions or other similar functions shall not exceed twenty five non-consecutive days in any calendar year and **FOR THE AVOIDANCE OF DOUBT** the closure of the Public Areas for private events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval; or
- (f) closure for the holding of public events, exhibitions or similar functions (to which the public are admitted upon payment of a fee or otherwise) **PROVIDED THAT** (i) during the holding of any such public events, exhibitions, or other similar functions no less than seventy percent or such lesser percentage as may reasonably be agreed by the Council from time to time of the Public Areas shall remain open for the public to pass and repass on foot (ii) a north south or east west pedestrian route through the Public Area shall be retained within the area shaded pink on drawing 351sk1748B annexed hereto shall be retained, and (iii) the duration of such public events, exhibitions or other similar functions shall not exceed sixty days in any calendar year and **FOR THE AVOIDANCE OF DOUBT**

the closure of the Public Areas for public events, exhibitions or similar functions outside the aforementioned parameters shall not be permitted without the Council's prior written approval.

- 4.3.3 The Public Area shall remain private land and shall not become public highway or public open space.

4.4 Podium Area Plan

After the Occupation Date to comply with the Podium Area Plan as approved and in the event of any material breach of the Podium Area Plan as approved to comply as soon as reasonably practicable with any written requests from the Council to remedy such breach.

4.5 The Public Art Plan

- 4.5.1 Unless otherwise agreed with the Council in accordance with the requirements of this Agreement to comply with regard to physical measures with the requirements of the Public Art Plan as approved by the Council and not to Occupy or permit Occupation of the Development until such time as the art works set out in the Public Art Plan as approved have been installed (in accordance with the requirements of such plan as approved) to the reasonable satisfaction of the Council (as demonstrated by written notification from the Council to that effect) and thereafter to ensure that such art works are not removed without the prior written consent of the Council.

4.6 The Air Quality Management Plan

- 4.6.1 Not to Occupy or permit Occupation of any part of the Development until such time as the Owner has undertaken and completed all of the physical works comprised in the Air Quality Management Plan as approved as demonstrated by written notice to that effect from the Council and thereafter to comply with the Air Quality Management Plan and to retain and maintain all the measures incorporated therein unless previously agreed in writing with the Council.

4.7 The Interim One Stop Shop Plan

- 4.7.1 Not to Implement or permit Implementation until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Interim One Stop Shop Provision is available for occupation by the Partnership in accordance with the requirements of the Interim One Stop Shop Plan and thereafter to comply with such plan as approved and to provide the facilities approved thereunder in accordance with the Interim One Stop Shop Plan at all times until such time as the Owner receives written notice from

the Council under Clause 4.9.1 hereof that the One Stop Shop has been fitted out and is available for occupation as a One Stop Shop in accordance with the One Stop Shop Plan as approved and in the event of material non-compliance with this clause the Owner shall upon written notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.8 The Community Space Plan

- 4.8.1 Not to Occupy or permit Occupation of the Commercial Development until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Community Space has been constructed, fitted out and is ready for Occupation as a Community Space in accordance with the requirements of the Community Space Plan and thereafter to comply with the Community Space Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the Community Space is under an obligation to comply at all times with the Community Space Plan.

4.9 The One Stop Shop Plan

- 4.9.1 Not to Occupy or permit Occupation of the Residential Development until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the One Stop Shop has been constructed, fitted out and is ready for Occupation as a One Stop Shop in accordance with the requirements of the One Stop Shop Plan and thereafter to comply with the One Stop Shop Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the One Stop Shop is under an obligation to comply at all times with the One Stop Shop Plan.

4.10 The Tenants Meeting Room Plan

- 4.10.1 Not to Occupy or permit Occupation until such time as the Owner has received written notice from the Council that in the Council's reasonable opinion the Tenants Meeting Room has been constructed, fitted out and is ready for Occupation as a Tenants Meeting Room in accordance with the requirements of the Tenants Meeting Room Plan and thereafter to comply with the Tenants Meeting Room Plan and in the event of material non-compliance with this clause the Owner shall upon notice from the Council at its own expense forthwith take any steps reasonably required by the Council to remedy such

non-compliance and the Owner shall use all reasonable endeavours to ensure that the lessee of the Tenants Meeting Room is under an obligation to comply at all times with the Tenants Meeting Room Plan.

4.11 The Commercial Green Travel Plan

- 4.11.1 (i) On or prior to the Commercial Occupation Date to submit the Commercial Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Commercial Development until such time as the Commercial Green Travel Plan has been approved by the Council and (ii) after the Commercial Occupation Date to use all reasonable endeavours to Occupy the Commercial Development in compliance with the terms of the Commercial Green Travel Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance and the Owner shall use all reasonable endeavours to ensure that the lessees of the Commercial Development are under an obligation to comply at all times with the Commercial Green Travel Plan.

4.12 The Residential Green Travel Plan

- 4.12.1 (i) On or prior to the Residential Occupation Date to submit the Residential Green Travel Plan to the Council for approval and not to Occupy or permit Occupation of the Residential Element until such time as the Residential Green Travel Plan has been approved by the Council and (ii) after the Residential Occupation Date to use all reasonable endeavours to Occupy the Residential Development in compliance with the terms of the Residential Green Travel Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance and the Owner shall use all reasonable endeavours to ensure that the lessees of the Residential Development are under an obligation to comply at all times with the Residential Green Travel Plan.

4.13 The Commercial Sustainability Certification

- 4.13.1 On or prior to the Commercial Occupation Date to submit the Commercial Sustainability Certification to the Council and to provide the Commercial Sustainability Certification and details of the sustainability measures which have facilitated such Certification to each tenant of the building prior to handover of the premises to that tenant and the Owner shall use reasonable endeavours to encourage tenants to retain and maintain the measures

which have facilitated such Certification or to replace them only with measures with at least equal sustainability credentials.

- 4.13.2 Notwithstanding the Owner's obligation in clause 4.13.1 and the obligation (as part of the Residential Sustainability Certification) to achieve at least 25% of the Materials Credits available, the Owner shall use reasonable endeavours in the construction of the Residential Development to achieve 30% of the Materials Credits available.

4.14 The Residential Sustainability Certification

- 4.14.1 On or prior to the Residential Occupation Date to submit the Residential Sustainability Certification to the Council and to provide the Residential Sustainability Certification and details of the sustainability measures which have facilitated such Certification to each occupier of each dwelling and the Owner shall encourage occupiers of the dwellings to retain and maintain the measures which have facilitated such Certification or to replace them only with measures with at least equal sustainability credentials.

4.15 Feasibility Study

- 4.15.1 To commence the Feasibility Study within a period of 6 months from the Implementation Date and to use all reasonable endeavours to complete the Feasibility Study within twelve months of the Implementation Date.
- 4.15.2 If the Feasibility Study demonstrates that the provision of decentralised energy and heating beyond the Property is technically and financially viable, the Owner and the Council (in consultation with the Greater London Authority) shall use all reasonable endeavours to agree a detailed programme of steps giving effect to the Programme (as defined in the definition at 2.28 (ii)) ("the Detailed Programme") and thereafter the Owner shall offer all reasonable assistance to facilitate within a period of 2 years from the Implementation Date (or within such other period as may be agreed in writing between the Owner and the Council) the implementation of the measures in the Detailed Programme.
- 4.15.3 If the Feasibility Study demonstrates to the Owner's and the Council's reasonable satisfaction that the provision of decentralised energy and heating beyond the Property is not technically and financially viable to repeat the commissioning, financing and completion of another Feasibility Study (the "Second Feasibility Study") before the 5th anniversary of the date of the initial Feasibility Study **ALWAYS PROVIDED** if the Second Feasibility Study demonstrates to the Owner's and the Council's reasonable satisfaction that the provision of decentralised energy and heating beyond the Property is technically and financially viable the Owner and the Council (in consultation with the Greater London Authority) shall use all reasonable endeavours to agree a detailed programme of steps

giving effect to the Programme ("the Second Study Detailed Programme") and thereafter the Owner shall offer all reasonable assistance to facilitate within a period of 2 years from the Implementation Date (or within such other period as may be agreed in writing between the Owner and the Council) the implementation of the measures in the Second Study Detailed Programme.

- 4.15.4 The Owner shall not be obliged to spend more than £75,000 (seventy five thousand pounds) in relation to the total cost of commissioning each of the respective studies referred to at sub-clauses 4.15.1 and 4.15.3.

The Energy Plan

- 4.15.5 Not to Occupy or permit Occupation until such time as the measures addressed in sub-clauses 2 to 5 of the definition of the Energy Plan have been installed in the Development in accordance with the Energy Plan as approved and thereafter to comply with the Energy Plan as approved and to retain and maintain the measures addressed in sub-clauses 2 to 5 of the definition of the Energy Plan in accordance with the Energy Plan as approved and in the event of non compliance with this clause the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.16 The Servicing Management Plan

- 4.16.1 To comply with the Servicing Management Plan and to Occupy the Commercial Development in compliance with the terms of the Servicing Management Plan as approved by the Council and in the event of material non compliance with this clause the Owner shall upon written notice from the Council forthwith take any steps reasonably required by the Council to remedy such non compliance.

4.17 Local Employment

- 4.17.1 In carrying out the works comprised in the Construction Phase of the Development the Owner shall use its reasonable endeavours to ensure that no less than 15% of the work force is comprised of residents of the London Borough of Camden.
- 4.17.2 In order to facilitate compliance with the requirements of sub-clause 4.17.1 above the Owner shall use all reasonable endeavours to work in partnership with (i) King's Cross Working ("King's Cross Working") and (ii) take the following specific measures:

- (a) that all contractors and sub-contractors ensure that information about all vacancies arising as a result of the construction of the development are notified to King's Cross Working.
- (b) that King's Cross Working ("King's Cross Working") is notified of all vacancies, arising from the building contract for the Development for employees, self-employees, contractors and sub-contractors.
- (c) that King's Cross Working is supplied with a full labour programme for the lifetime of the Development (with six-monthly updates) demonstrating (i) what skills and employment are needed through the life of the programme, and (ii) measures to ensure that these needs are met as far as possible through the provision of local labour from residents of the London Borough of Camden.
- (d) the Council is provided with a detailed six-monthly labour return for monitoring the employment and self employment profile of all workers employed during the Construction Phase.
- (e) that the Owner ensures that all end-use tenants are notified of and encouraged to use the services of the local recruitment agency, Camden Working.

4.18 Training Opportunities

4.18.1 During the period of the Construction Phase the Owner shall use all reasonable endeavours to provide training opportunities on site for employees resident within the London Borough of Camden and specifically shall use all reasonable endeavours to fulfil the following prior to the posts being filled:

- (a) at the beginning of the Construction Phase to meet with King's Cross Working to agree arrangements for the recruitment of Trainees;
- (b) to provide at least fifteen "modern apprenticeships"/ "traineeships" such provision to require providing employment lasting for a minimum of 52 weeks to 15 Trainees recruited from King's Cross Working (and/or other agency agreed by the Council) to be employed by the Owner or the Owner's Main Contractor or Sub Contractor(s) each Trainee to be paid an amount at least equivalent to the National Minimum Wage, provided with on the job training and supervised on site at all times by an experienced operative in a trade related to the training needs of the Modern Apprentice ALWAYS Provided THAT in cases where it is not possible to provide 52 weeks of training in a trade related to the training needs of

the Trainee with the agreement of King's Cross Working individual Apprentices or Improvers may be placed on other construction sites in Greater London;

- (c) to provide 3-monthly statement setting out the details of training and candidates to King's Cross Working;
- (d) to work in partnership with the King's Cross Working to promote and advertise the training places to potential candidates;
- (e) to notify the posts to the Council's Assistant Director of Planning or its nominee.

4.19 Local Procurement

4.19.1 The Owner hereby covenants with the Council as follows:-

- (a) Prior to Implementation to agree a programme both during the Construction Phase and subsequent to Occupation to provide opportunities for local businesses to bid/tender for the provision of goods and service to the Development in accordance with the Council's local procurement code ("the Local Procurement Code") annexed at Schedule 3 hereto.
- (b) Prior to Implementation to meet with the Council's Labour Market and Economy Service's Local Procurement Team ("the Local Procurement Team") at least one month in advance of tendering contracts to agree the specific steps that will be taken to give effect to the Local Procurement Code.
- (c) To ensure that throughout the Construction Phase the Development shall not be carried out otherwise than in accordance with the requirements of the Local Procurement Code and in the event of non compliance with this sub-clause the Owner shall upon written notice from the Council forthwith take any steps required by the Council to remedy such non-compliance.
- (d) To use reasonable endeavours to provide opportunities for local businesses to bid/tender for the provision of facilities management services and other post construction supply of goods and services.

4.20 The Longford Square Completion Works

- 4.20.1 Subject to sub-clause 4.20.2 below the Owner shall carry out the Longford Square Completion Works in accordance with the requirements of the Highway and Environmental Requirements as the same are set out in the First Schedule hereto.

4.20.2 Unless otherwise agreed not to Occupy or permit the Occupation of any part of the Development until such time as the Owner has received written notice from the Council to the effect that in the Council's reasonable opinion all the Longford Square Completion Works have been carried out and completed to a standard which enables the Council to issue the Longford Square Completion Highway Works Provisional Certificate **ALWAYS PROVIDED** that in respect of those parts of the Longford Square Completion Works within the area edged in orange on plan C326IL102D annexed hereto the restriction on Occupation contained in this clause 4.20.2 shall cease to apply in respect of any element of the Longford Square Completion Works ("the Relevant Element") in the event of each of (i) to (iii) below taking place namely

- (i) The Owner has used all reasonable endeavours to obtain the consents, licences or permissions as may be required for the purposes of carrying out the Relevant Element and
- (ii) The Owner has demonstrated to the Council (as evidenced by written notification from the Council to that effect) that after using all reasonable endeavours it has failed to obtain such consents, licences or permissions for the Relevant Element and
- (iii) The Owner has paid the Council either (a) both the amount agreed by the Council and the Owner as representing the costs of carrying out the Relevant Element plus a further sum amounting to 15 per cent of such sum in respect of contingency costs or (b) both the amount agreed by the Independent Surveyor under paragraph 9 of the First Schedule as representing the costs of carrying out the Relevant Element plus a further sum amounting to 15 per cent of such sum in respect of contingency.

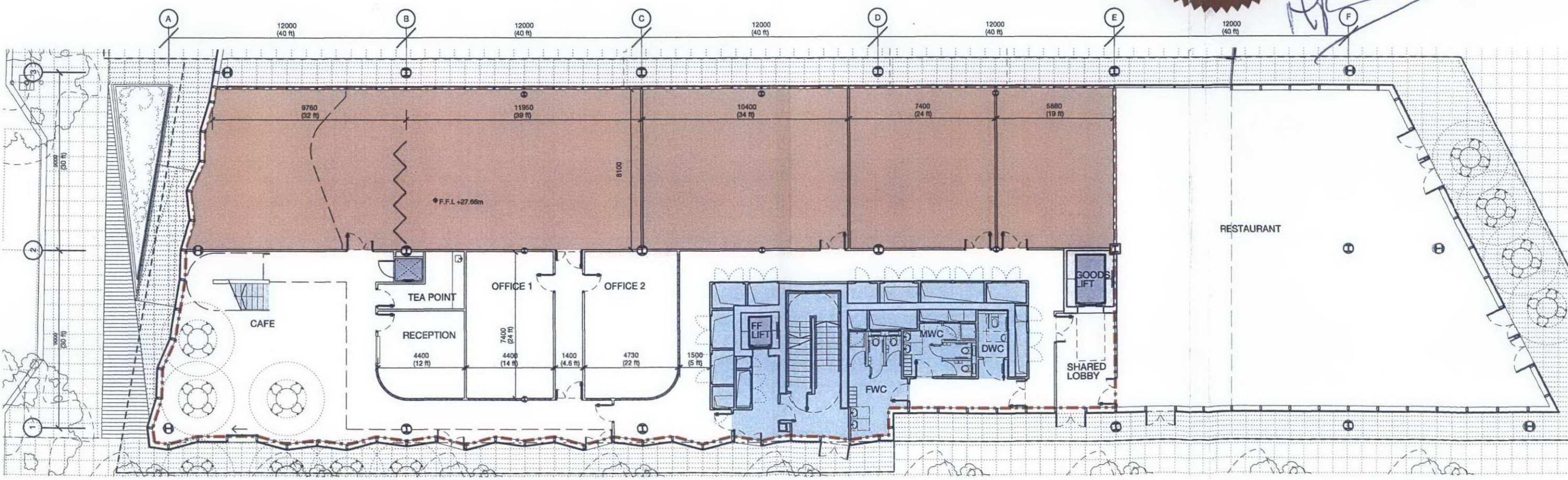
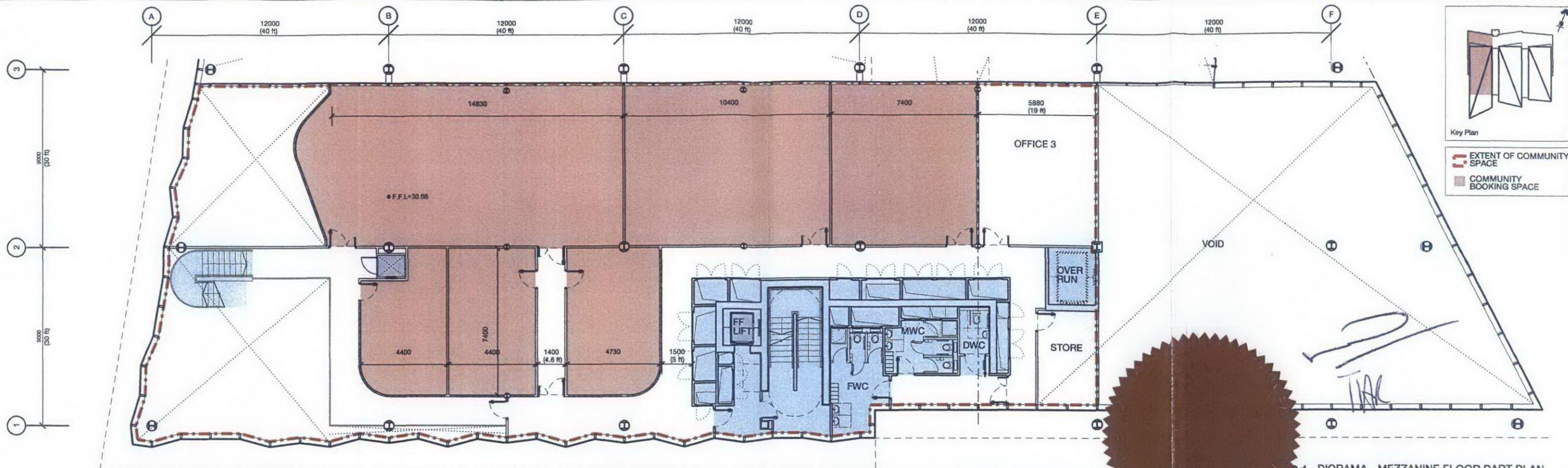
ALWAYS PROVIDED THAT FOR THE AVOIDANCE OF DOUBT the Owner's partial release from the restriction on Occupation contained in this clause 4.20.2 shall apply solely in respect of the Relevant Element and not in respect of all remaining portions of the Longford Square Completion Works.

4.20.3 The Council shall (i) give reasonable assistance to the Owner in relation to the obtaining of the consents, licences or permissions which are required for the purposes of carrying out the Longford Square Completion Works and (ii) shall apply any monies received in lieu of the carrying out of the Relevant Element in carrying out public realm improvements within 500 metres of the Property **PROVIDED THAT** any monies (comprising both the sums in relation to the costs for the Relevant Element and any contingencies) not so applied within 5 years following the date of receipt shall be repaid to the Owner within 28 days following the expiry of such 5 year period.

- 4.20.4 The Owner shall within 14 days of written request pay the Council all costs properly incurred (including officer costs and consultation costs) in connection with the preparation and making of traffic orders that the Council reasonably considers are required as a consequence of the Longford Square Completion Works, whether or not such orders are actually made.

4.21 Affordable Housing

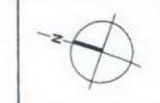
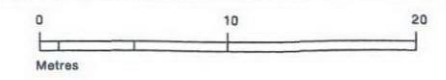
- 4.21.1 At its own expense to commence all works of construction conversion and fitting out necessary to make the Affordable Housing Units suitable for occupation as Affordable Housing and thereafter to proceed with and complete such works in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved by a Registered Social Landlord.
- 4.21.2 To ensure that the Affordable Housing Units are used, occupied and retained in perpetuity for no purpose other than for the provision of Affordable Housing and that (i) the Social Rented Housing Units are retained in perpetuity exclusively for Social Rented Housing and (ii) (unless otherwise agreed with the Council in accordance with the requirements of the Agreement) the Intermediate Housing Units are retained in perpetuity exclusively for Intermediate Housing for rent and to submit annual lettings returns to the Council showing new lettings (status of tenant and rent charged) and that in both cases all units shall be retained in accordance with the definition of the eligible persons criteria contained in the housing policies utilized for development control purposes in the prevailing Council's Development Plan for the time and in the case of the Social Rented Housing Units shall be retained for occupation by tenants at rental levels being in accordance with the prevailing Housing Corporation rental structure or such standard as may replace the same that the Council may reasonably agree from time to time.
- 4.21.3 Not to Occupy or allow Occupation of any part of the Development until such time as the Owner has received written notification from the Council to the effect that in the reasonable opinion of the Council (i) all works of construction conversion and fitting out of the Affordable Housing Units have been completed in accordance with the requirements of Sub-Clause 4.21.1 hereof and (ii) either freehold ownership of all of the Affordable Housing Units has been transferred to a Registered Social Landlord or a Registered Social Landlord has been granted a lease of at least 125 years in respect of all of the Affordable Housing Units.
- 4.21.4 Subject always to clause 6.11 the Registered Social Landlord or the Council shall not dispose of its interest in the freehold or leasehold of the Affordable Housing Units or any part thereof (except by way of mortgage) other than to any other Registered Social



02 DIORAMA - GROUND FLOOR PART PLAN
1:100

Rev	Date	Description	By	Chkd	App
1	28.07.08	Issued for Information	JL	-	-
2	13.10.08	Issued for Information - Titles Revised	JL	-	-

Do not Scale. Use figured dimensions only. All dimensions to be checked on site.
All drawings to be read in conjunction with the Engineers' drawings. Any discrepancies between consultants drawings to be reported to the Architect before any work commences.
The Contractor's attention is drawn to the Health & Safety matters identified in the Health & Safety plan as being potentially hazardous. These items should not be considered as a complete and final list. The Work Package Contractor's normal Health and Safety obligations still apply when undertaking constructional operations both on and off site.



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Project
NEQ: REGENTS PLACE

Title
COMMUNITY SPACE
& COMMUNITY BOOKING SPACE

Date
23.10.07

Scale
1:100

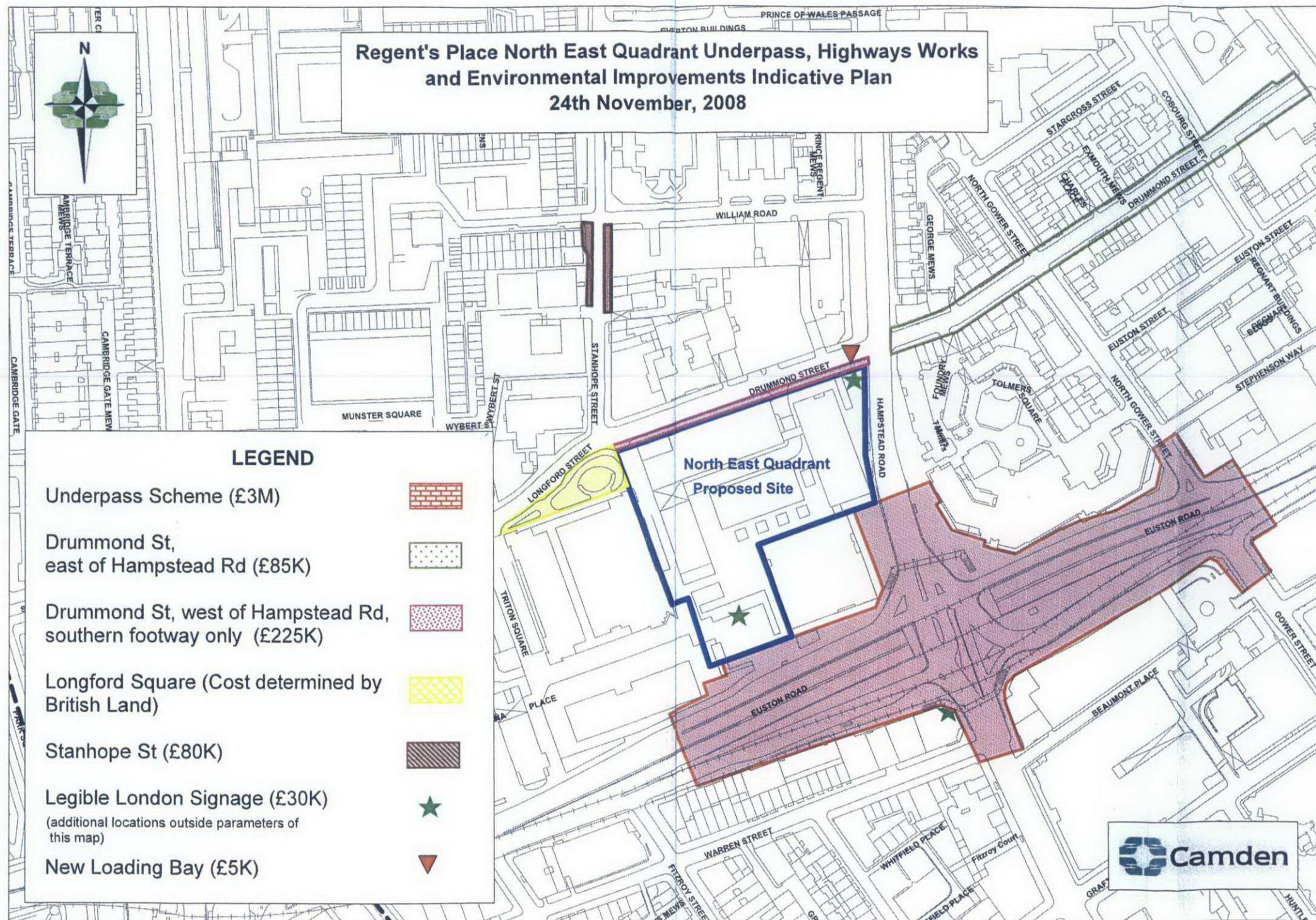
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351

Drawing no.
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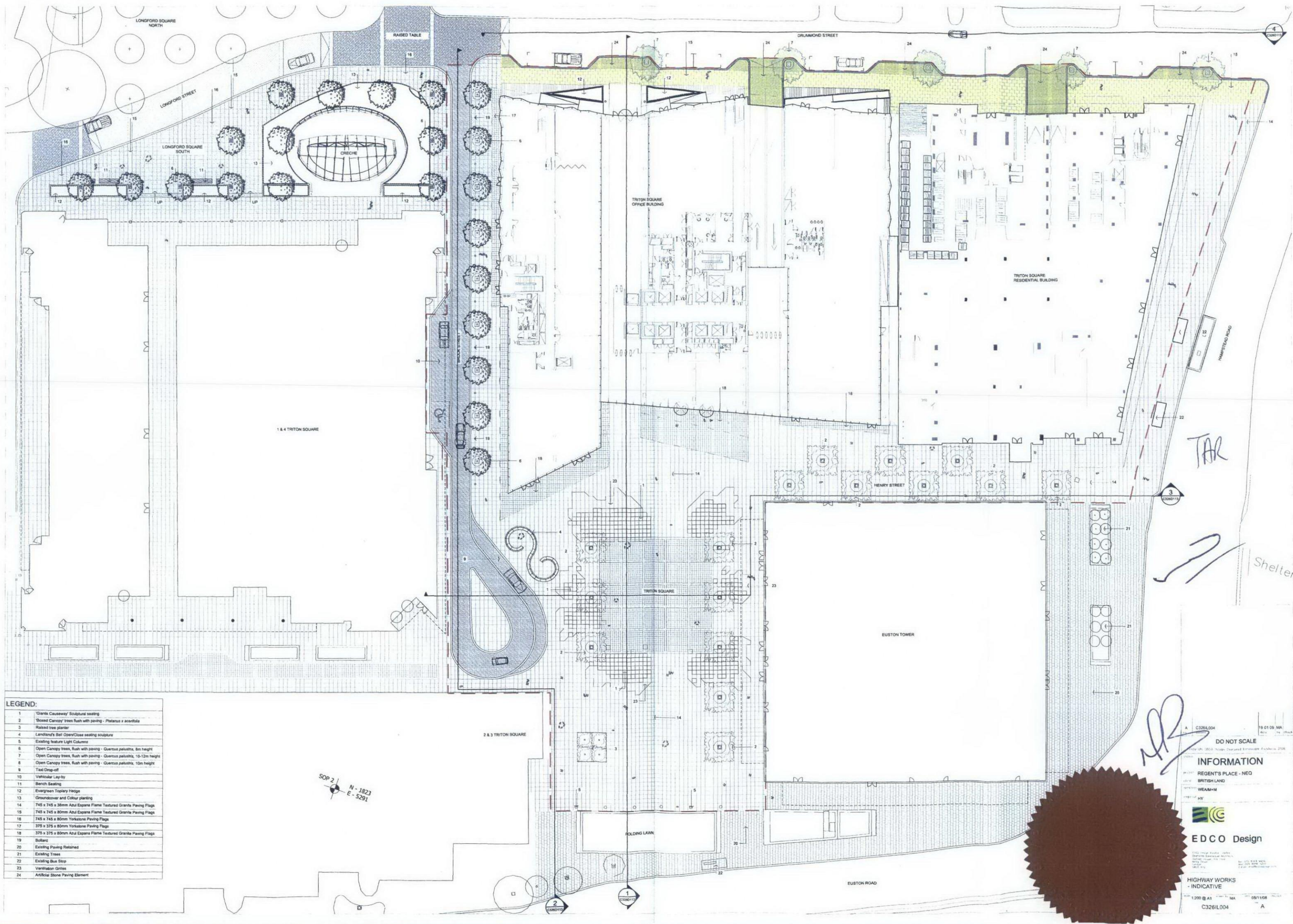
Rev.
A

WilkinsonEyre.Architects

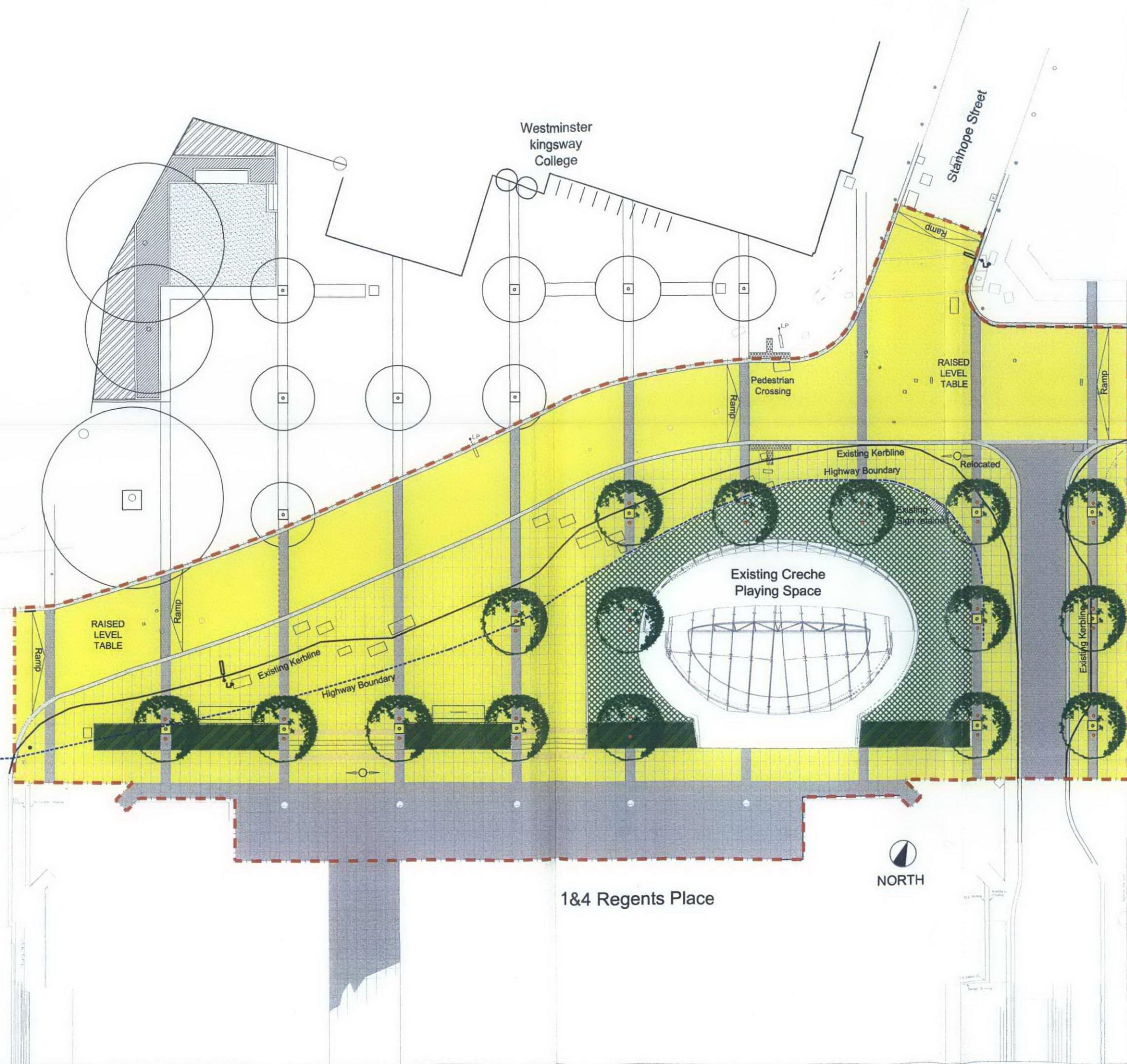
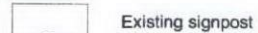
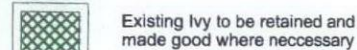
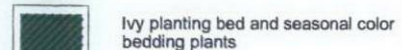
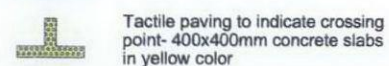
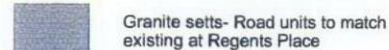
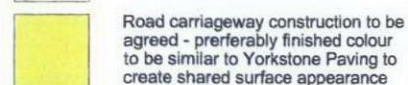
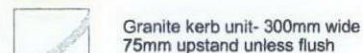
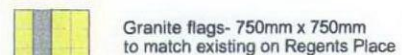
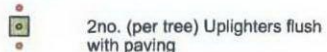
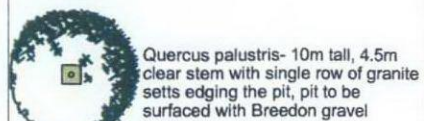
Drawn/Chkd/ App
MGJL/D



Handwritten signature and initials:
TAR



Legend



Handwritten signature/initials.

Handwritten signature/initials.

no.	revision	date	by	check

DO NOT SCALE

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status **PLANNING**

project **Regent's Place - Longford Square**

client **British Land**

architect **TFP/WEA/M+M**

engineer **WSP/Halcrow**



EDCO Design

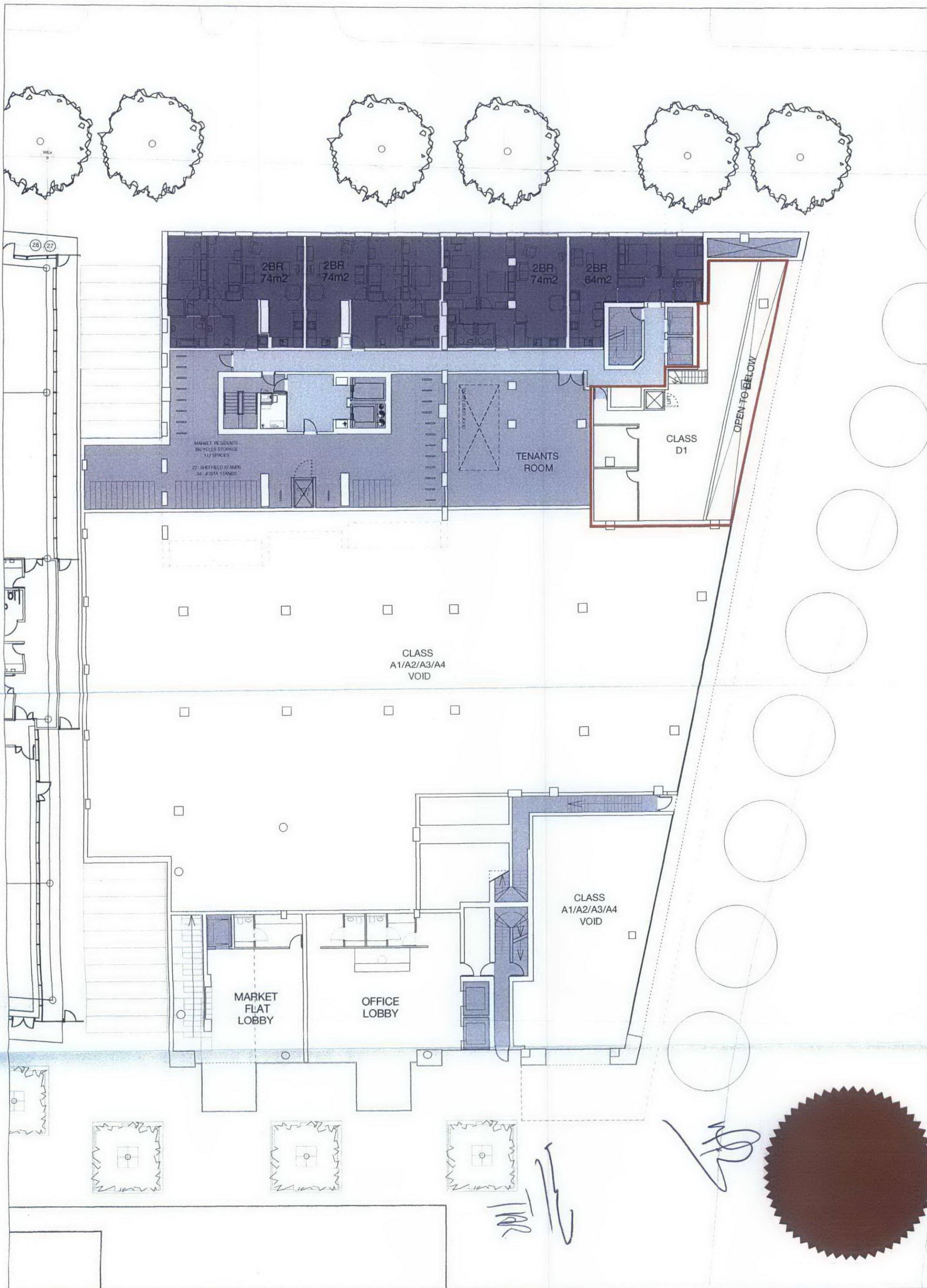
EDCO Design London Limited
Chartered Landscape Architects
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London
SW20 0LQ
tel: 020 8544 9856
fax: 020 8544 3220
e-mail: info@edco-design.com

Longford Square South

scale 1:150@A1 drawn by AM date 09 10 08 checked

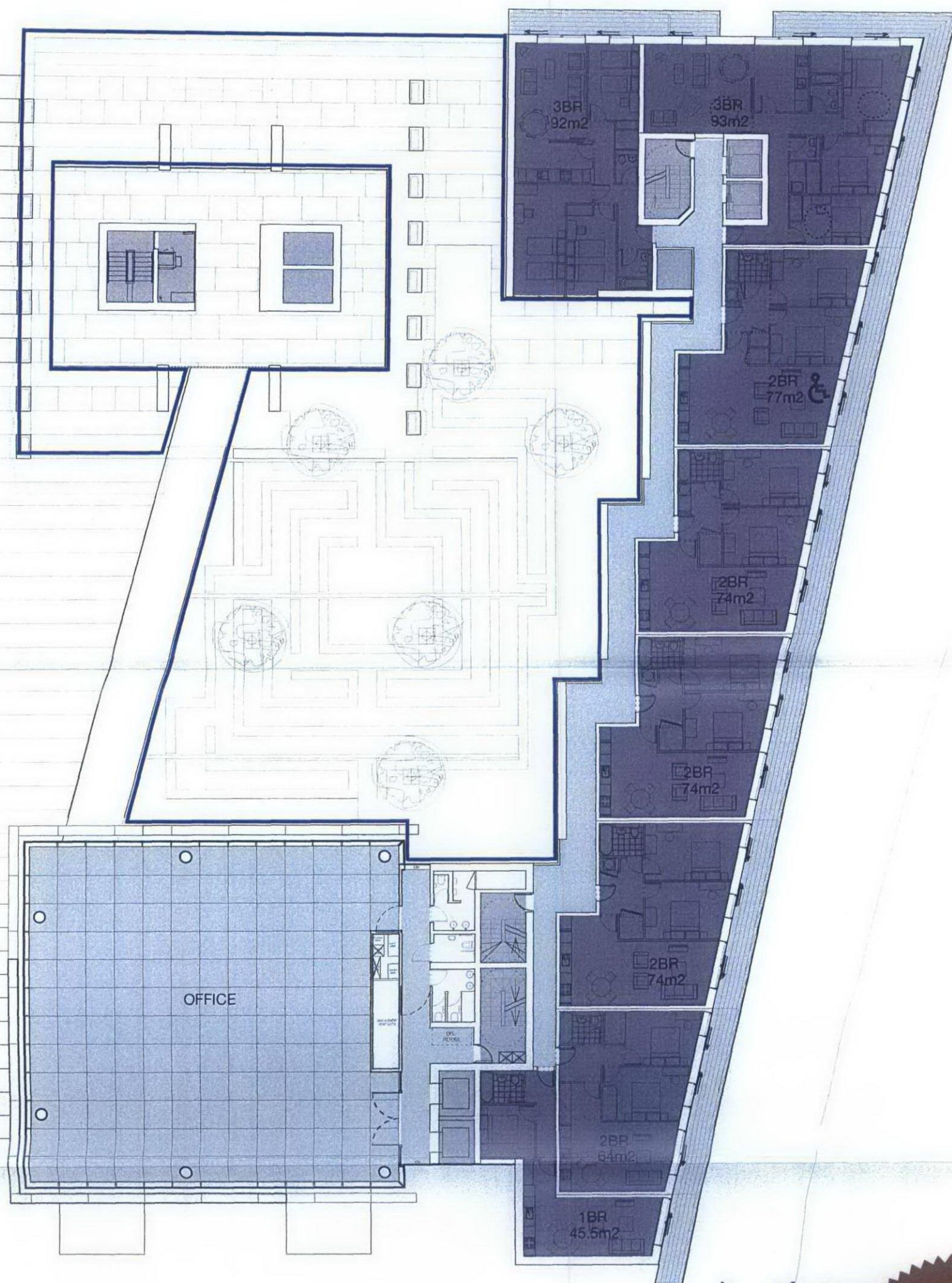
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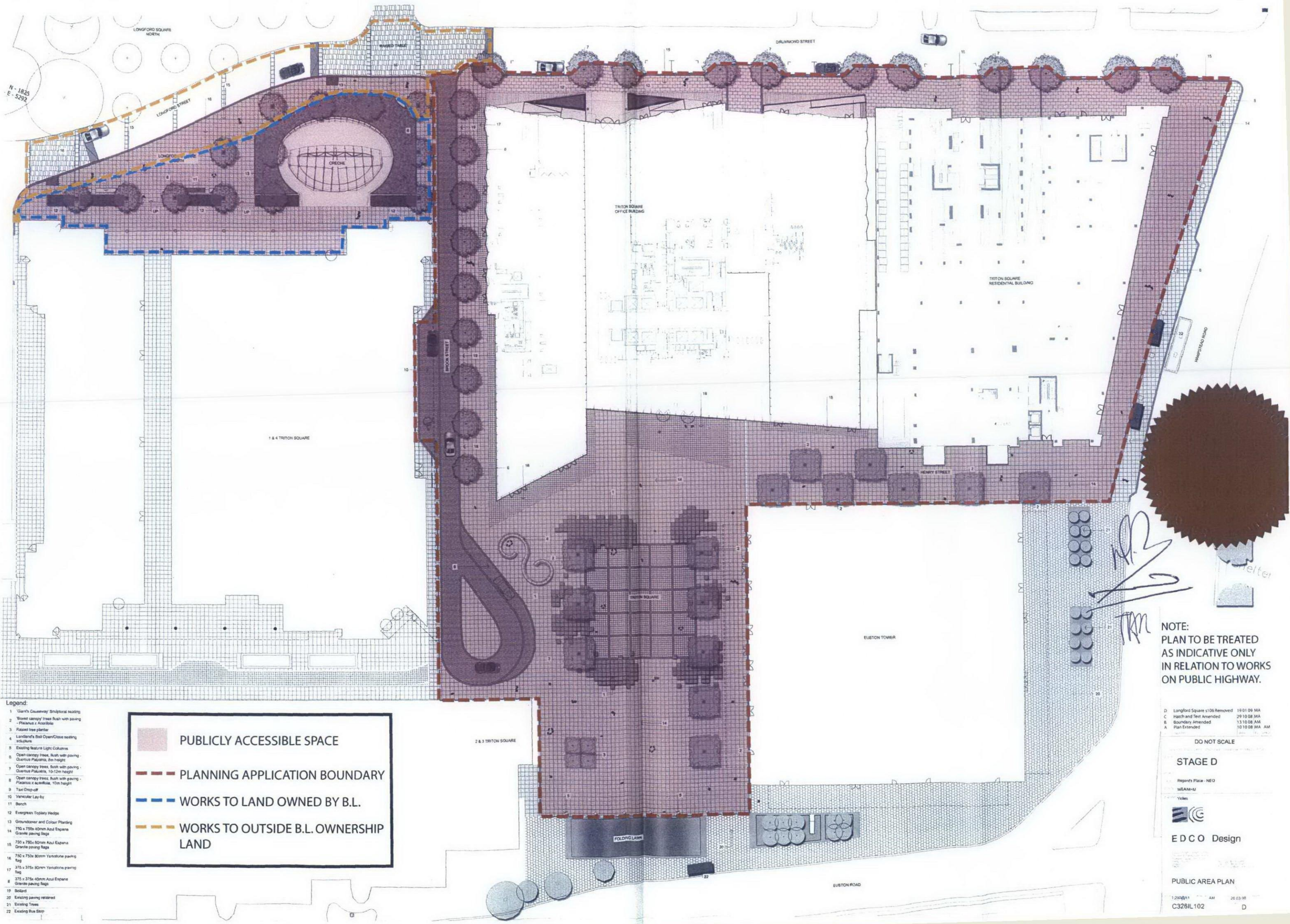


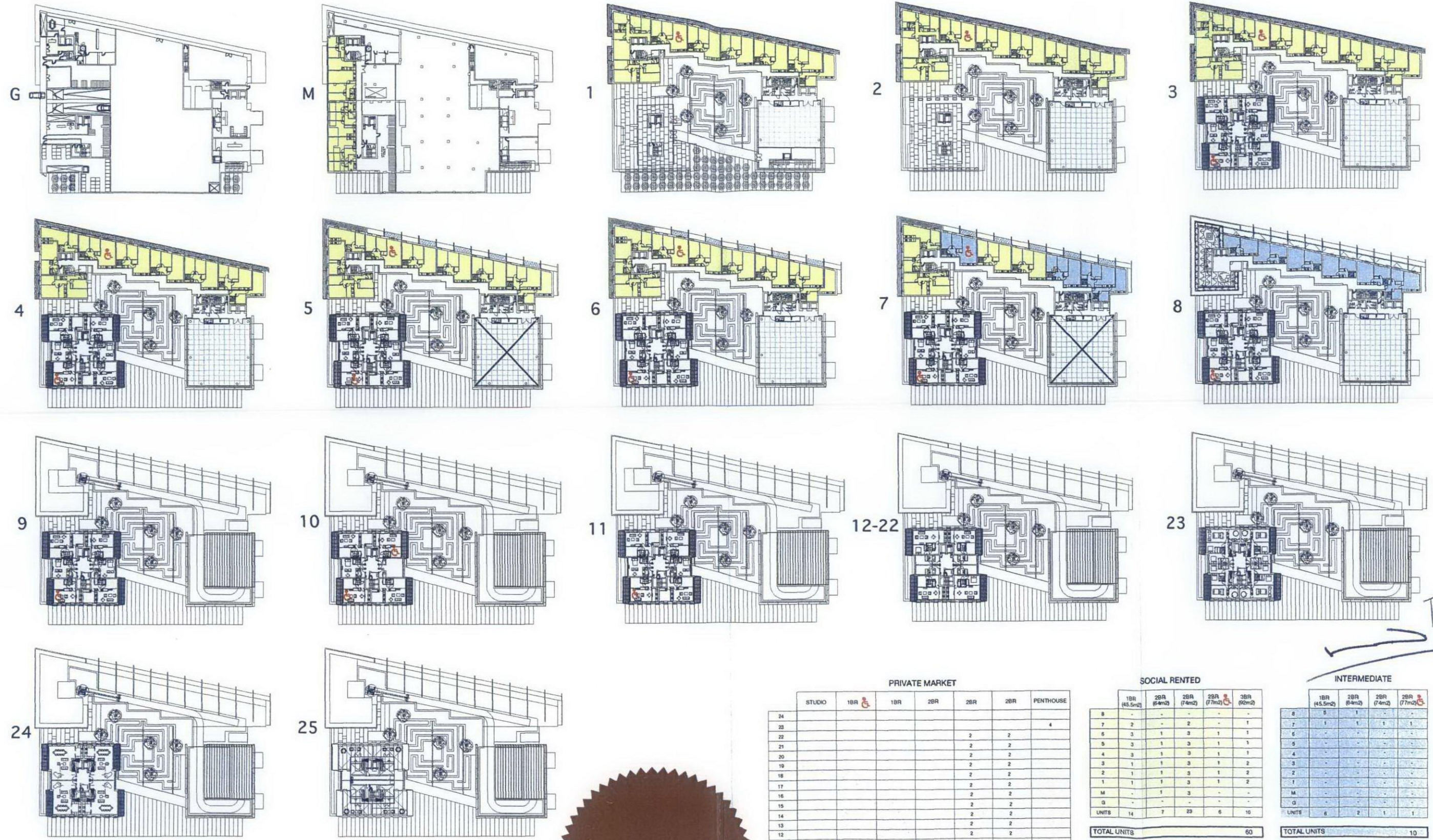
2ND FLOOR



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PRIVATE MARKET

	STUDIO	1BR	1BR	2BR	2BR	2BR	PENTHOUSE
24							4
23							
22					2	2	
21					2	2	
20					2	2	
19					2	2	
18					2	2	
17					2	2	
16					2	2	
15					2	2	
14					2	2	
13					2	2	
12					2	2	
11	2	1	1	2			
10	1	2		2			
9	2	1	1	2			
8	2	1	1	2			
7	2	1	1	2			
6	2	1	1	2			
5	2	1	1	2			
4	2	1	1	2			
3	2	1	1	2			
2							
1							
TOTAL UNITS	17	10	8	18	22	22	4

SOCIAL RENTED

	1BR (45.5m ²)	2BR (64m ²)	2BR (74m ²)	2BR (77m ²)	3BR (92m ²)
8	-	-	-	-	-
7	2	-	2	-	1
6	3	1	3	1	1
5	3	1	3	1	1
4	3	1	3	1	1
3	1	1	3	1	2
2	1	1	3	1	2
1	1	1	3	1	2
M	-	1	3	-	-
G	-	-	-	-	-
UNITS	14	7	23	6	10
TOTAL UNITS	60				

INTERMEDIATE

	1BR (45.5m ²)	2BR (64m ²)	2BR (74m ²)	2BR (77m ²)
8	5	1	-	-
7	1	1	1	1
6	-	-	-	-
5	-	-	-	-
4	-	-	-	-
3	-	-	-	-
2	-	-	-	-
1	-	-	-	-
M	-	-	-	-
G	-	-	-	-
UNITS	6	2	1	1
TOTAL UNITS	10			

TOTAL RESIDENTIAL UNITS (TOTAL DISABLED UNITS = 17) 171