

DATED

5<sup>th</sup> January

2007

**(1) LONDON & REGIONAL HOMES LIMITED****and****(2) THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF CAMDEN**

**A G R E E M E N T**  
relating to land known as  
**86 CHALK FARM ROAD, LONDON NW1 8AR**  
pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and  
Section 278 of the Highways Act 1980

Borough Solicitor  
London Borough of Camden  
Town Hall  
Judd Street  
London WC1H 9LP

Tel: 020 7974 5320  
Fax: 020 7974 2962

S:\plan\sdg\Chalk Farm Road 86\Section 106 Agreement v5 final

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THIS AGREEMENT is made the 5<sup>th</sup> day of January 2007

**BETWEEN:**

1. **LONDON & REGIONAL HOMES LIMITED** (Co. Regn. No. 4168390) whose registered office is at 4<sup>th</sup> Floor St Alphage House, 2 Fore Street, London EC2Y 5DH (hereinafter called "the Owner") of the first part
2. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN** of Town Hall, Judd Street, London WC1H 9LP (hereinafter called "the Council") of the second part

**WHEREAS**

- 1.1 The Owner is registered at the Land Registry as the freehold proprietor with Title absolute of the Property under Title Numbers 228624, 276135, LN19999, LN19998 and 255756.
- 1.2 The Owner is the freehold owner of and is interested in the Property for the purposes of Section 106 of the Act.
- 1.3 The Application for the Development of the Property was submitted to the Council and validated on 6 October 2006 and the Council resolved to grant permission conditionally under reference number 2006/3669/P subject to conclusion of this legal Agreement.
- 1.4 The Council is the local planning authority for the purposes of the Act and for the area within which the Property is situated and for the purposes of enforcing planning obligations pursuant to Section 106 of the Act.
- 1.5 The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
- 1.6 For that purpose the Owner is willing to enter into this Agreement pursuant to the provisions of Section 106 of the Act.

## 2. **DEFINITIONS**

In this Agreement the following expressions (arranged in alphabetical order) shall unless the context otherwise requires have the following meanings:-

- |     |                            |   |
|-----|----------------------------|---|
| 2.1 | "the Act"                  | the Town and Country Planning Act 1990 (as amended)   |
| 2.2 | "Affordable Housing"       | low cost housing provided by a Registered Social Landlord or the Council available for rent or sale to people nominated by the Council through its housing allocation scheme who cannot afford to occupy homes available in the open market being either Social Rented Housing or Shared Ownership Housing; |
| 2.3 | "Affordable Housing Units" | the Social Rented Housing Units and the Shared Ownership Units to be created in connection with the Development (but not comprised within it) at 71-91 King's Cross Road, London WC1X 9LN   |
| 2.4 | "the Agreement"            | this Planning Obligation made pursuant to Section 106 of the Act  |
| 2.5 | "the Application"          | a planning application in respect of the Development of the Property submitted to the Council and validated on 6 October 2006 for which a resolution to grant permission has been passed conditionally under reference number 2006/3669/P subject to conclusion of this Agreement                           |

2.6 "the Certificate of Practical Completion"

the final certificate issued by the Council certifying that the Development has been completed ready for Occupation to its reasonable satisfaction such certification not to be unreasonably withheld or delayed

2.7 "the Construction Phase"

the whole period between

- (i) the Implementation Date and
- (ii) the date three months after the date of the issue of the Certificate of Practical Completion

2.8 "the Contributions"

the Education Contribution the Highways Contribution the Street and Footway Improvement Contribution and the Open Space Contribution

2.9 "the Development"

mixed use redevelopment of former petrol station to provide a part single/ part 3/ part 4 storey building comprising ground floor retail or professional services or office use (Class A1/A2/B1); 13 residential units on first, second and third floors above (comprising 7 x 1-bedroom; 5 x 2-bedroom and 1 x 3-bedroom units); plus 3 x 3-bed mews houses to the rear together with a single storey car port for 3 vehicles/storage building for use ancillary to the houses as shown on drawing numbers 15876A-1; 417.00.03E, 04D, 05D, 06D, 07C, 08B, 09B, 10.A, 11B, 12.A, 13B, 14A, 15, 16, 17, 18; Environmentall Noise Survey Report 12467/PPG24; Daylight Report



SJP/sjp/04277; Pl. Design Statement dated 31/7/06 by Harper Downie; EcoHomes WORKSHOP Report Issue 3 by URS dated 1/8/06; Blyth and Blyth energy demand assessment re. Mayors Sustainable Design and Construction SPG App.D.; Renewable Energy Feasibility Study by URS Corporation (Sept 2006); Shell Retail Unit BREEAM Report by URS Corporation (dated 5/10/06); Sustainability Statement ref.44407254 (Sept 2006), correspondence from Hephher Dixon dated 1/12/06

2.10 "the Education Contribution"

the sum of £63,746.00 (sixty three thousand seven hundred and forty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the provision of education needs arising in the London Borough of Camden

2.11 "the Energy Strategy Plan"

a detailed plan based on the 'Integrating renewable energy into new developments: Toolkit for planners, developers and consultants' by London Renewables (or most recent equivalent), showing the set of measures implemented by the Owner in the construction and on-going management of the Development in order to generate at least 10% of the projected energy requirements of the Development through renewable technologies and reducing carbon energy emissions by at

renewable energy methods contained within that plan

## 2.12 "the Highways Contribution"

the sum of £62,000.00 (sixty two thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in event of receipt for the carrying out works to the public highway and associated measures in the vicinity of the Property such works to include the following ("the Highways Works")

- repaving the frontage of the site, including the removal of one vehicular access and reconstruction of the other as a footway crossover (to provide a continuous footway), together with widening of the footway to provide additional benefit to pedestrians

all works will be subject to reasonable final measure and for the avoidance of doubt the Council in accepting this sum does not undertake any responsibility in connection with any required statutory undertakers works and excludes any statutory undertakers costs

## 2.13 "the Implementation Date"

the date of implementation of the Development by the carrying out of a material operation as defined in Section 56 of the Act and references to "Implementation" and "Implement" shall be construed accordingly

2.14 "Lifetime Homes Standards"

a set of specifications and standards as set out in the document published by the Joseph Rowntree Foundation in 1999 entitled "Meeting Part M and Designing Lifetime Homes" (as amended from time to time) drafted in accordance with the Housing Corporation Scheme Development Standards imposed by the London Borough of Camden in order to provide accessible housing in the Borough

2.15 "Method Statement "

the method statement setting out in specific detail all steps the Owner shall take during the Construction Phase to minimise disruption and environmental effects arising out of the Construction Phase including procedures for notifying the owners and or occupiers of the residences and businesses in the locality in advance of major operations delivery schedules and amendments to normal traffic arrangements

2.16 "Mobility Housing Standards"

housing that meets the minimum requirements of the Wheelchair Housing Design Guide 1997 published by the National Wheelchair Housing Association Group (NATWHAG) and as amended from time to time as set out in Appendix 5 of the GLA Supplementary Planning Guidance "Accessible London: achieving an inclusive environment" dated April 2004 as amended from time to time



2.17 "Occupation Date"

the first date when any part of the Development is occupied excluding for the purposes of construction and fitting out and the phrases "Occupy", "Occupied" and "Occupation" shall be construed accordingly

2.18 "Off-Site Housing"

the new Affordable Housing Units to be created in connection with the Development (but not comprised within it) at 71-91 King's Cross Road, London WC1X 9LN containing 13 Affordable Housing Units comprising 5 x 1 bedroom; 4 x 2 bedroom and 4 x 3 bedroom units pursuant to planning application reference 2006/3673/P OR in the event the site referred to above is not secured then such Affordable Housing Units that are to be secured shall in their totality meet the following requirements (unless otherwise agreed in writing by the Council in accordance with the requirements of this Agreement):-

- (i) total area of off-site units to comprise 893.2 square metres of gross internal floorspace (or such other area as the Council shall reasonably agree in writing) to be provided as Affordable Housing
- (ii) all units to be "new" residential units i.e. not consisting of units currently in housing use or created out of existing housing accommodation

- (iii) all residential units forming part of the Off-Site Housing to be constructed on a site or sites within approximately 1.5 miles of the Property or elsewhere within the London Borough of Camden as may be agreed by the Council in writing

- 2.19 "the Open Space Contribution" the sum of £47,981.00 (forty seven thousand nine hundred and eighty one pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt for the maintenance upkeep and preservation of public open spaces in the vicinity of the Property
- 2.20 "the Parties" mean the Mayor and Burgesses of the London Borough of Camden and the Owner
- 2.21 "Planning Obligations Monitoring Officer" a planning officer of the Council from time to time allocated to deal with all planning obligations pursuant to S106 of the Act to whom all notices, correspondence, approvals etc must be sent in the manner prescribed at clause 6.1 hereof
- 2.22 "the Planning Permission" a planning permission granted for the Development substantially in the draft form annexed hereto

- 2.23 "the Property" the land known as 86 Chalk Farm Road, London NW1 8AR the same as shown shaded grey on the plan annexed hereto
- 2.24 "Registered Social Landlord" a registered social landlord registered as such by the Housing Corporation who has entered into an agreement with the Council to secure at least fifty per cent of the units of Affordable Housing created as part of the Development as accommodation for people nominated by the Council through its housing allocation scheme
- 2.25 "the Residential Element" all residential units forming part of the Development
- 2.26 "Residents Parking Bay" a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
- 2.27 "Residents Parking Permit" a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing a vehicle to park in Residents Parking Bays
- 2.28 "Shared Ownership Housing" housing where a Registered Social Landlord or housing association or the Council develop new properties or rehabilitate existing properties which are made available on the basis of part rent and part sale

2.29 "Shared Ownership Units"

the 5 units comprised within the site referred to in clause 2.18 and shaded yellow and labelled AF.07, AF.10, AF.11, AF.12 and AF.13 on drawings numbered 419.00.05 Rev C and 419.00.6 Rev C and annexed hereto incorporating 3 x 1 bedroom units and 2 x 2 bedroom units to be created and used exclusively as Shared Ownership Housing

2.30 "Social Rented Housing"

Social Rented Housing Units available for rent in perpetuity such that (a) the total cost of rent and service and management charges meets targets for Social Rented Housing set by the Housing Corporation and successor bodies from time to time and (b) is consistent with Camden Supplementary Planning Document "Affordable Housing and Housing in Mixed-Use Development" and the requirements of the London Plan in relation to Social Rented Housing and (c) the units are managed by a Registered Social Landlord who has entered into a standard nominations agreement with the Council providing for nominations to the Council in respect of all such units within the Development

2.31 "Social Rented Housing Units"

the 8 units comprised within the site referred to in clause 2.18 and shaded yellow and labelled AF.01, AF.02, AF.03, AF.04, AF.05, AF.06, AF.08 and AF.09 on drawings numbered 419.00.03 Rev C, 419.00.04 Rev C and 419.00.05 Rev C and annexed hereto incorporating 2 x 1 bedroom units, 2 x 2 bedroom units



and 4 x 3 bedroom units to be created and used exclusively as Social Rented Housing

2.32 "the Street and Footway Improvement Contribution"

the sum of £25,000.00 (twenty five thousand seven hundred and forty six pounds) to be paid by the Owner to the Council in accordance with the terms of this Agreement and to be applied by the Council in the event of receipt towards street and footway improvements as part of the Chalk Farm Town Centre Upgrade scheme

2.33 "the Sustainability Plan"

a plan including a post construction review securing the incorporation of sustainability measures in the carrying out of the Development in its fabric and in its subsequent management based on a Building Research Establishment Assessment Method assessment and an EcoHomes Environmental Assessment to be carried out by a recognised independent verification body in respect of the Property such that the Development shall seek to achieve "Very Good" rating

2.34 "the Travel Plan"

a plan setting out a package of measures to be adopted by the Owner in the management of the Development incorporating the elements set out in the First Schedule hereto (insofar as they are relevant and appropriate for the Development) with a view to inter alia reducing trips in motor vehicles to and



from the Property and promoting the use of environmentally friendly transport

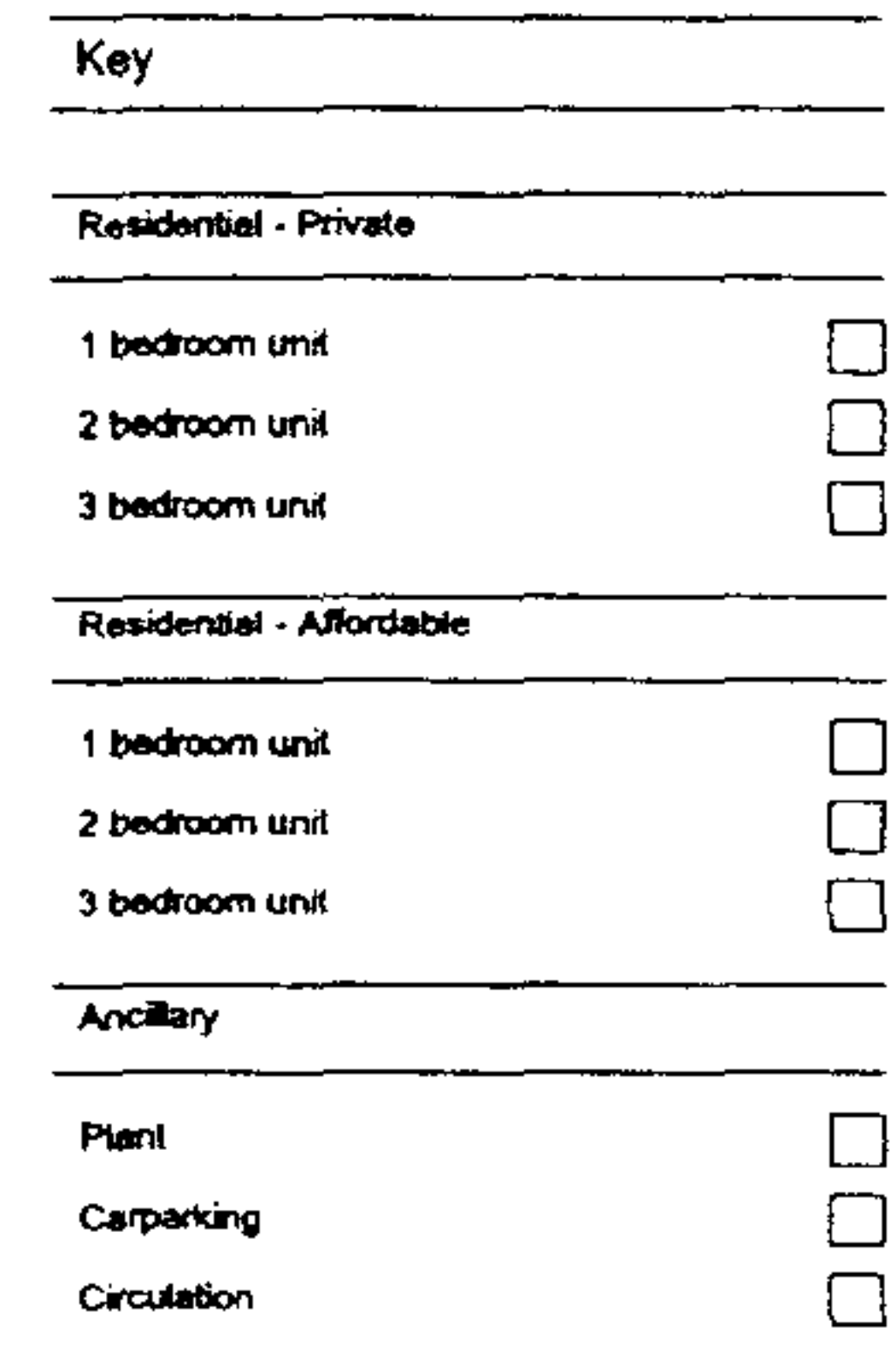
2.35 "the Ventilation Equipment Plan" a plan outlining a works specification and details to secure the funding and carrying out of works as may be necessary to ventilation equipment at premises at 87 and 80 Chalk Farm Road and 56-64 Crogsland Road in order to prevent nuisance being caused to the residents of the Development by fumes and odours dispersing from the said ventilation equipment

2.36 "Working Group" a working group to be convened in accordance with the requirements of this Agreement the objectives of which shall be to liaise discuss advise and where appropriate make recommendations to the Owner in respect of matters relating to construction works associated with the Development and the management of the Construction Phase (including inter alia the programme for construction works, site conditions, site erection of hoardings, time of operations, noisy activities, time of deliveries, likely traffic problems, temporary footway closures and consideration of complaints from the owners and or occupiers of the residences and businesses in the locality) so as to minimise disruption and the environmental effect on the local community arising from the Construction Phase of the Development



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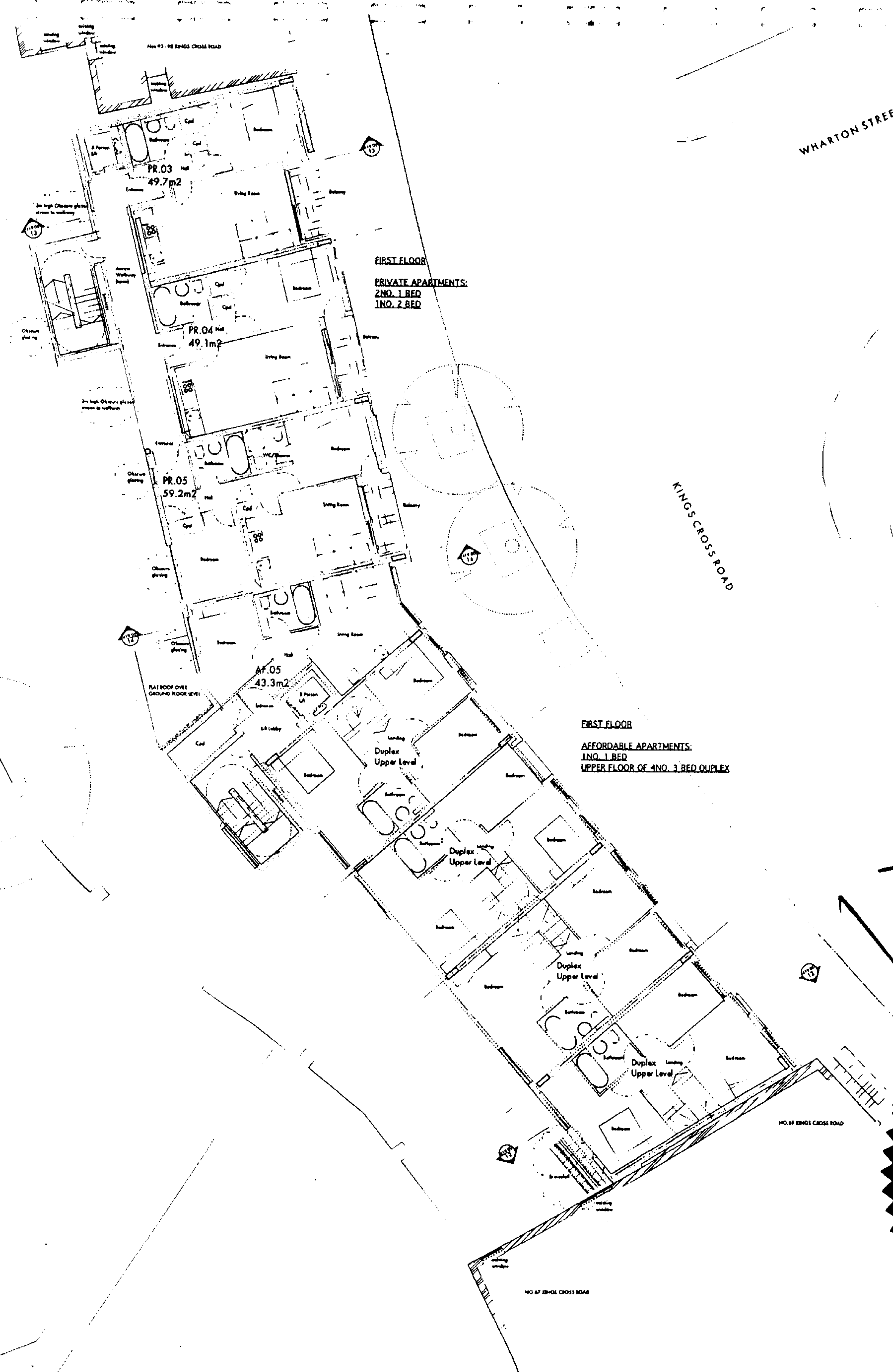


Status ☒ Information ☐ Tender ☐ Construction ☐ Record









Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Carparking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

FIRST FLOOR  
AFFORDABLE APARTMENTS:  
1 NO. 1 BED  
UPPER FLOOR OF 4 NO. 3 BED DUPLEX

**SUPPLEMENTARY PLANNING INFORMATION**  
28.11.08 Rev C: Obscure glazing to elements indicated, line-coded adjacent No. 67 King's Cross Road, ex Camden Council.

Revisions:

**hd**  
Harper Downie  
design architecture  
Galle House  
88-91 St John's Square  
London EC1M 4DH  
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E: hdownie@harperdownie.com  
www.harperdownie.com

Client: London and Regional  
Project: Kings Cross Road

Drawing title: Proposed First Floor  
General Arrangement Plan

Scale: A1: 1:100, A3: 1:200    Dwg. No.: 419.00.04    Rev: 04  
Date: March 2006

Status: ☒ Information ☐ Tender ☐ Construction ☐ Record

We warrant that this drawing is the property of Harper Downie and is not to be used for any other purpose without the written consent of Harper Downie. This warranty is not valid if the drawing is not used in accordance with the terms of the contract.





WHARTON STREET

KINGS CROSS ROAD

SECOND FLOOR  
PRIVATE APARTMENTS:  
2NO. 1 BED  
1NO. 2 BED

SECOND FLOOR  
AFFORDABLE APARTMENTS:  
2NO. 1 BED  
2NO. 2 BED

Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Carparking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

Car  
Access

SUPPLEMENTARY PLANNING INFORMATION  
28.11.06 Part C: Obscure glazing to elements indicated, where other accessible dwelling as indicated, as Camden Comments.

Revisions

hd

Harper, Dornier  
design architects

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Client London and Regional  
Project Kings Cross Road

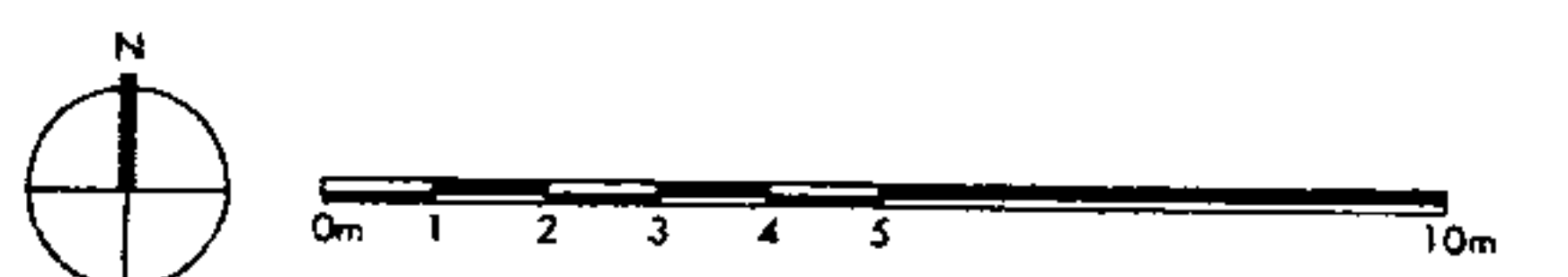
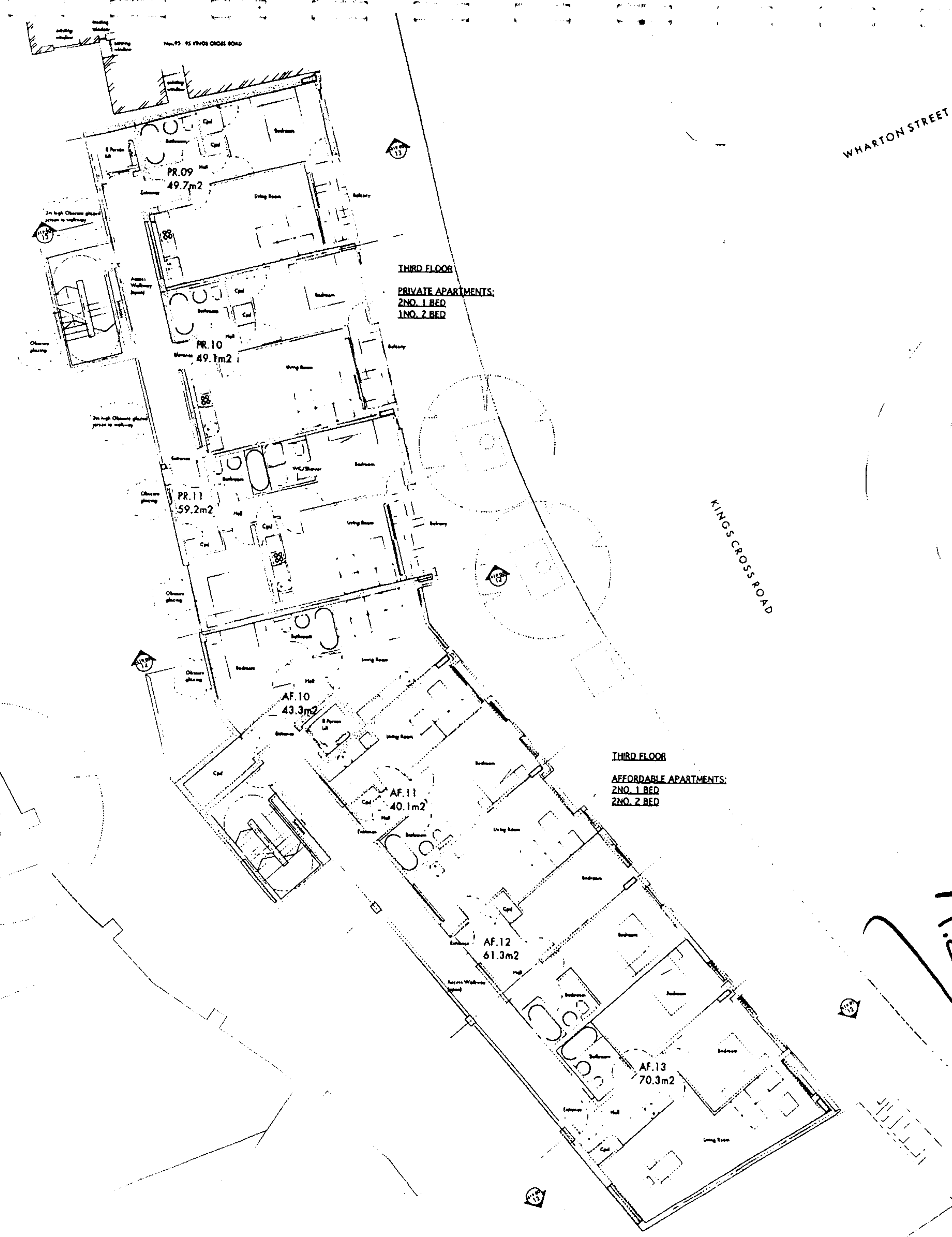
Drawing title Proposed Second Floor  
General Arrangement Plan

Scale: A1 - 1:100, A3 - 1:200  
Date March 2006  
Drawing No. 419.00.05

Sheet Information ☐ Tender ☐ Construction ☐ Record







Key	
Residential - Private	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Residential - Affordable	
1 bedroom unit	<input type="checkbox"/>
2 bedroom unit	<input type="checkbox"/>
3 bedroom unit	<input type="checkbox"/>
Ancillary	
Plant	<input type="checkbox"/>
Car parking	<input type="checkbox"/>
Circulation	<input type="checkbox"/>

SUPPLEMENTARY PLANNING INFORMATION  
28.11.06 Rev C: Obscure glazing to elements indicated as  
Camden Constraints

Revisions

hd
Harper, Downie design architects
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Client London and Regional  
Project Kings Cross Road

Drawing title Proposed Third Floor  
General Arrangement Plan

Scale A1 - 1:100, A3 - 1:200 Draw. No. Rev  
Date March 2006 419.00.06  
Status ☒ Information ☐ Tender ☐ Construction ☐ Record

We warrant that the drawings, designs, calculations, etc. are prepared by us or under our supervision and control. We warrant that the drawings, designs, calculations, etc. are prepared by us or under our supervision and control. We warrant that the drawings, designs, calculations, etc. are prepared by us or under our supervision and control.





**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 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 include 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, 5, 6, 7 and 8 hereof 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 Council hereby agrees to grant the Planning Permission on the date hereof.
- 3.7 The Parties save where the context states otherwise shall include their successors in title.
- 3.8 The Parties acknowledge that the Development shall be treated as being permanently designated as "car capped" housing in accordance with Clause 4.4.1 for all relevant purposes.

#### **4. OBLIGATIONS OF THE OWNER**

The Owner hereby covenants with the Council as follows:-

##### **4.1 THE CONTRIBUTIONS**

- 4.1.1 On or prior to the Implementation Date to pay to the Council the Contributions in full.
- 4.1.2 Not to Implement or to permit Implementation until such time as the Council has received the Contributions in full.
- 4.1.3 On completion of the Highway Works the Council may provide to the Owner a certificate specifying the sum ("the Certified Sum") expended by the Council in carrying out the Highway Works.
- 4.1.4 If the Certified Sum exceeds the Highway Contribution then the Owner shall within fourteen days of the issuing of the said certificate pay to the Council the amount of such excess as is reasonably incurred.
- 4.1.5 If the Certified Sum is less than the Highway Contribution then the Council shall within fourteen days of the issuing of the said notice pay to the Owner the amount of the shortfall.

##### **4.2 OFF-SITE AFFORDABLE HOUSING**

- 4.2.1 Not to Implement or permit Implementation of any part of the Development until such time as the Owner has obtained written confirmation from the Council (such confirmation not to be unreasonably withheld or delayed) that each and every one of the following steps have been carried out and completed:-
  - (a) With reference to the site mentioned in Clause 2.18 (or such other sites that the Council has agreed in writing shall form the whole of the Off-Site Housing provision) and subject to Clause 4.2.1 (d) the Owner has submitted full details of such sites to the Council for approval such details to include the following:-

- (i) the name and location of the said sites;
  - (ii) the planning status of the said sites;
  - (iii) ownership details of the said sites;
  - (iv) steps that the Owner has taken to acquire the said sites or to secure their transfer to a Registered Social Landlord or confirmation (a) of their ownership by a Registered Social Landlord and (b) that such Registered Social Landlord has been provided with sufficient funds to construct the relevant amount of Affordable Housing and a contract has been let to provide the relevant amount of Affordable Housing
  - (v) an account of the suitability of the said sites for accommodating the Off-Site Housing as provided for under this Agreement;
  - (vi) indicative design of the proposals;
  - (vii) such further information as the Council may reasonably require.
- (b) the sites identified by the Owner as being capable of accommodating the Off Site Housing have been approved in writing by the Council under the provisions of this Agreement as sites, which in the reasonable opinion of the Council are suitable for accommodating the Off-Site Housing (and for the avoidance of doubt the Council acknowledge that the site mentioned in sub-Clauses 2.18 is suitable for accommodating the Off Site Housing).
- (c) in respect of each and every site forming part of the Off-Site Housing the Owner and/or the owner of the Off Site Housing has applied for and been granted planning permission enabling the construction of the approved Off-Site Housing.



- (d) details shall not be required to be submitted to the Council under sub-Clauses 4.2.1 (a), (b), (c) and (d) for a site mentioned in sub-Clause 2.18 of this Agreement where that site is to be developed or has been developed pursuant to planning permission issued by the Council.
- (e) in the event that an obligation under Section 106 of the Act is required to secure Affordable Housing within the Off-Site Housing the Owner and/or the owner of each and every site forming part of the Off-Site Housing has entered into a Section 106 Agreement with the Council so as to secure the use in perpetuity of the site(s) for the purpose of Affordable Housing to the reasonable satisfaction of the Council ALWAYS PROVIDED the totality of such agreements shall ensure that the tenure mix of the totality of the Affordable Housing on the Off Site Housing Sites shall provide for at least 70 per cent of the Affordable Housing floorspace thereof to be Social Rented Housing.

4.2.2 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 (such notice not to be unreasonably withheld or delayed) that in the reasonable opinion of the Council the Owner has demonstrated to the Council's reasonable satisfaction that the Owner has carried out or secured the carrying out at its own expense of all works of construction, conversion and fitting out necessary to make all of the sites incorporated in the Off-Site Housing (as approved) suitable for use as Affordable Housing Units in accordance with a specification that has been agreed with the Registered Social Landlord and that the works have been completed in a good and workmanlike manner and the Affordable Housing Units are ready for Occupation.

4.2.3 Not to Occupy or permit Occupation of the Development until such time as the owner of the Off Site Housing has entered into a Section 106 Agreement with the Council securing the use of the Affordable Housing Units for Affordable Housing and that the said Affordable Housing Units have been transferred to a Registered Social Landlord.



### **4.3 THE TRAVEL PLAN**

- 4.3.1 To submit a draft of the Travel Plan to the Council on or prior to the Implementation Date.
- 4.3.2 Not to Occupy or permit Occupation of any part of the Development until such time as the Council has approved the Travel Plan.
- 4.3.3 After the Occupation Date the Owner shall use reasonable endeavours to ensure the Development is occupied in compliance with the Travel Plan as approved by the Council 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.

### **4.4 CAR CAPPED HOUSING**

- 4.4.1 To ensure that prior to occupying any residential unit forming part of the Development each new resident of the Development is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Residents Parking Permit to park a vehicle in a Residents Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council.
- 4.4.2 The Owner for itself and its successors in title to the Property hereby acknowledges that the provision in Clause 4.4.1 above will remain permanently

### **4.5 THE SUSTAINABILITY PLAN**

- 4.5.1 On or prior to the Implementation Date to submit to the Council for approval the Sustainability Plan.
- 4.5.2 Not to Implement or permit Implementation of the Development until the Sustainability Plan has been approved by the Council (as demonstrated by