

THIS DEED is made the *9th* day of *May* two thousand and seventeen **BETWEEN**

- (1) **MERTON PRIORY HOMES** a Registered Society under the Co-operative and Community Benefit Societies Act 2014 of Two Pancras Square, King's Cross, London, N1C 4AG ("the Owner")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON** of Merton Civic Centre, London Road, Morden, Surrey, SM4 5DX ("the Council")

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

- | | |
|-------------------------------|--|
| "the 1990 Act" | the Town & Country Planning Act 1990 |
| "Affordable Housing" | means Rented Housing provided to households whose incomes are insufficient to enable them to afford to purchase or rent housing locally in the open market |
| "Affordable Housing Provider" | means:
(a) the Owner and its successors in title; or
(b) another registered provider of social housing as defined in section 80 of the Housing and Regeneration Act 2008 |

Do not alter any dimensions or details of any structure shown on this plan without the written consent of the architect. The architect shall not be responsible for any errors or omissions in this plan or for any consequences arising therefrom. The architect shall not be responsible for any errors or omissions in this plan or for any consequences arising therefrom.

- Paved walk paving
- Terrace decking
- Existing Trees
- Proposed Trees
- Existing Building Footprint
- Site Boundary
- Residential Court
- Heritage Elements
- Ravensbury Stone

Plan 1



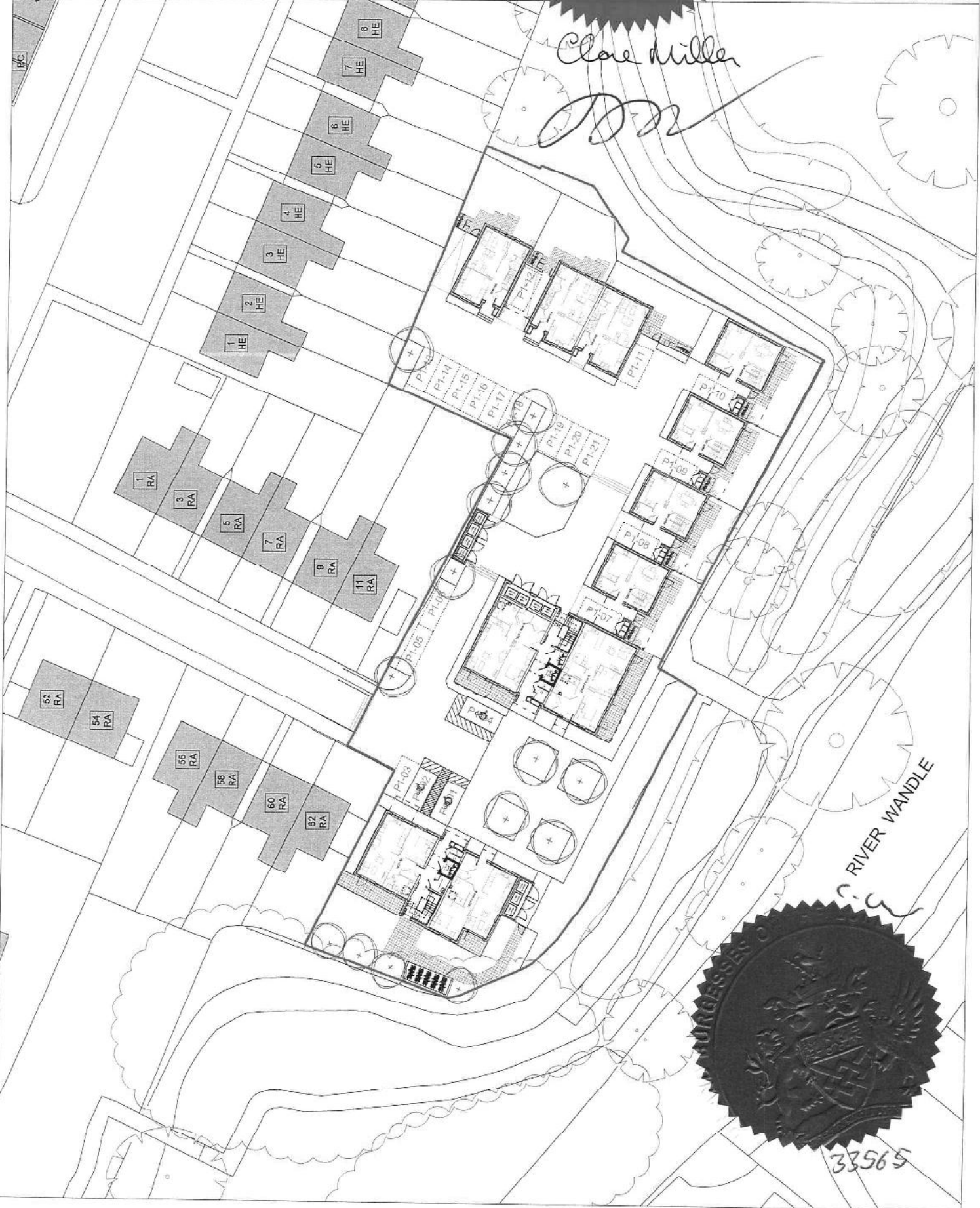
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FOR TENDER
 Circle Housing - Merton Priory
 Ravensbury, Metton
 Site Plan

CAG-REM PH1 DR 1100 C
 ECH
 1:200
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 110



RIVER WANDLE

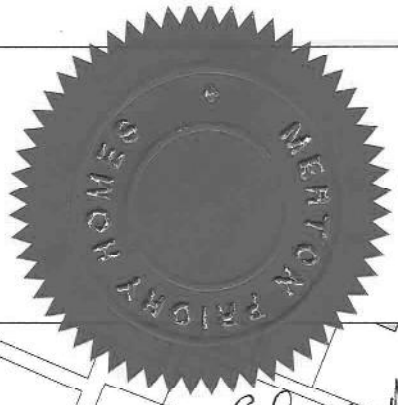


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Drawn to scale by reference to the ground with 1:100 scale. Dimensions shown are approximate and subject to correction. The drawings are the property of the Surveyor General and are not to be used for any other purpose without the written permission of the Surveyor General.

Land within boundary under
CHMP ownership
Land within boundary under
LS Merton ownership

Plan 2

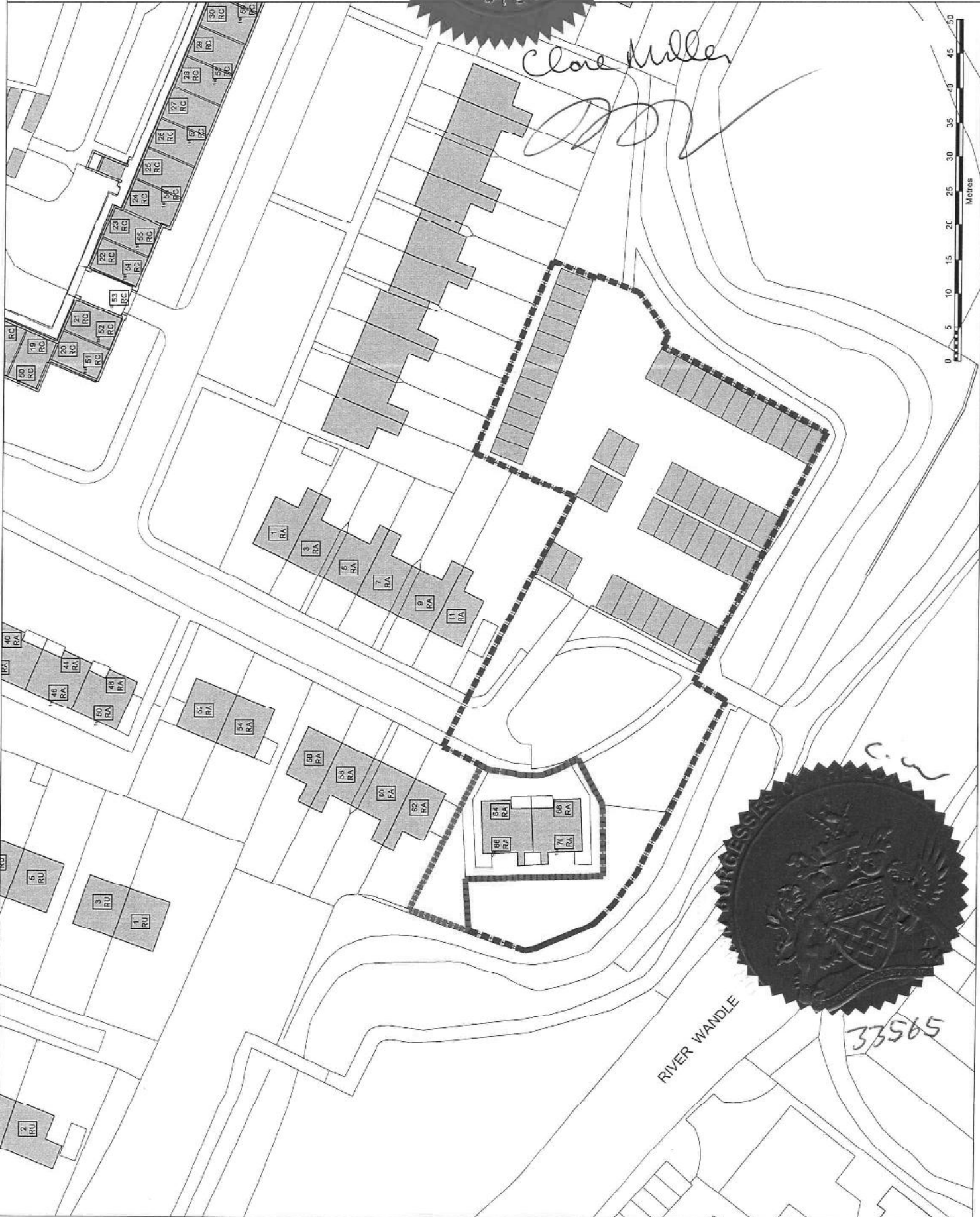


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Scale 1:500
ECH
CAG-REM

FOR INFORMATION
Latimer Developments Limited
Purley
Ownership boundaries
Phase 1

BRWING 000000
CAG-REM PH1 DR 0002
DATE 15/03/11
1:500 ECH
100-113 Northway, North London, N16 7JH
020 7442 835
www.nico.co.uk



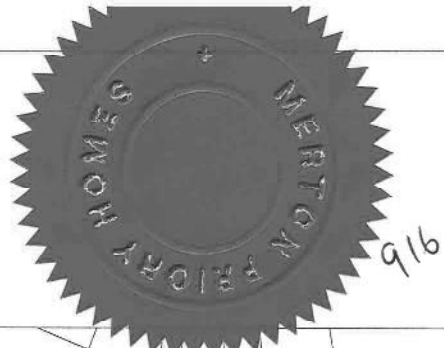
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RIVER WANDLE

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Plan 3

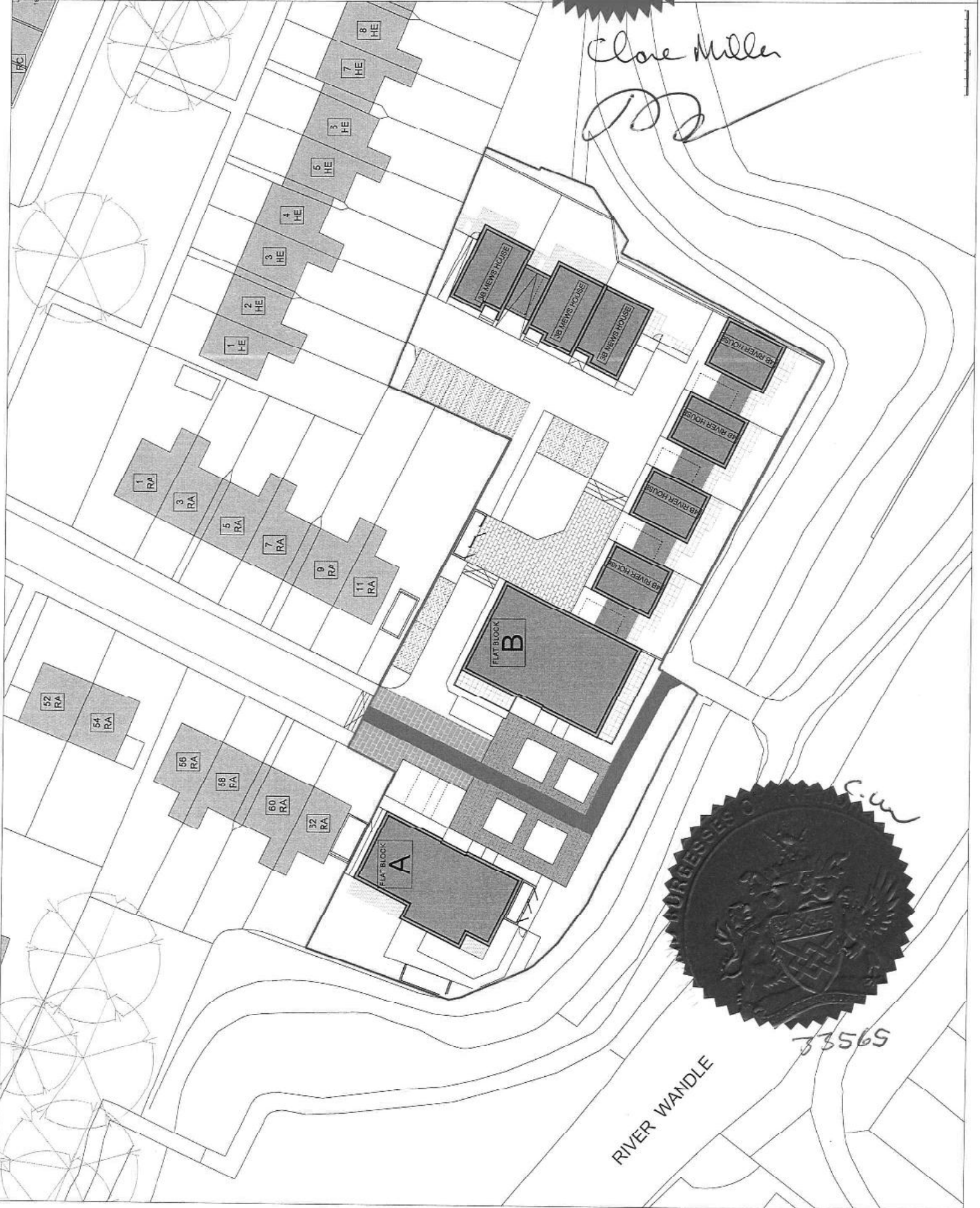


FOR INFORMATION
 Latimer Developments Limited
 Ravensbury, Mer-ton
 Wandle Trail Access Plan
 Phase 1

PROJECT NO: CAG-REM PH1 DR 0112
 DRAWING NO: ECH
 DATE: 1/200

DESIGNED BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

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RIVER WANDLE

"Affordable Housing Units"	means where Part 1 of the Schedule applies 40% of the Units to be provided as Affordable Housing and the term "Affordable Housing Unit" shall be construed accordingly
"Affordable Rented Accommodation"	means housing which is let by an Affordable Housing Provider to at rents of no more than 80% of the local market rent (including service charges where applicable)
"Alternative Affordable Housing Units"	means where Part 2 of the Schedule applies the Units which the Viability Assessment demonstrates as being deliverable as Affordable Housing
"Appointed Assessor"	means a qualified and competent expert viability consultant appointed either by the Council with the prior written consent of the Owner within 21 days of receipt by the Council of the Notice of Intention or where the Council fails to nominate a suitable consultant in the given timescale a consultant appointed by the Owner to advise the Council
"the Development"	the development described in the Planning Permission
"the First Order Costs"	means £1,500

“the HSC”

the Council's Head of Sustainable Communities for the time being or such other person as may be appointed from time to time to carry out that function

“Implementation”

the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works and Implementation and Implement shall be construed accordingly

“Implementation Date”

the date on which Implementation occurs

“Order”

means an order authorising the stopping up the public highway across the Property pursuant to section 247 of the 1990 Act

“Occupation”

the full and beneficial occupation of any Unit as a residential dwelling permitted by the Planning Permission (but this expression shall not include

occupation for the purposes of construction for fitting out or for marketing or security purposes or management of the Development) and "Occupied" and "Occupy" shall be construed accordingly

"the Planning Application"

a planning application validated by the Council on 12th May 2016 bearing reference number 16/P1968 for the demolition of garages at Ravensbury Grove and existing flats at 64-70 Ravensbury Grove and the redevelopment of the Property to provide 21 residential units comprising 14 flats and 7 dwellinghouses with the flats in two part 3-storey and part 4-storey buildings and ancillary development

"the Planning Permission"

means a planning permission granted by the Council pursuant to the Planning Application a draft form of which is attached at the Second Schedule

"Progress Report"

means a quarterly report provided by the Council to the Owner (or such other period as agreed between the parties) from the date hereof until such time that the Order has been

	made detailing the progress, timescale and costs incurred by the Council in processing the Order
"the Property"	land known as land and property at Ravensbury Grove Mitcham CR4 4DL and shown outlined in red on Plan 1 attached hereto
"Qualifying Persons"	means a tenant of the Owner
"Regeneration Permission"	means any planning permission granted by the Council (or the Mayor of London or the Secretary of State as appropriate) for any part of the Regeneration Scheme
"Regeneration Scheme"	means the proposed regeneration of the Ravensbury Estate
"Rented Housing"	means housing which is available to rent and which includes either Social Rented Accommodation or Affordable Rented Accommodation
"Social Rented Accommodation"	means housing which is available to rent from an Affordable Housing Provider at guideline target rents determined through the national rent regime
"Viability Assessment"	a viability assessment to be undertaken by the Owner using the most recent version of the Greater

London Authority's Development Control Toolkit available, or any other toolkit agreed between the Owner and the Council's appointed assessor and where toolkit default values are exceeded the viability assessment shall include evidence of the inputs including a letter from their funders related to the lending agreement; reasonable evidence related to the build costs of the project in the form of a copy of the build contract; and the tender acceptance report from a qualified quantity surveyor

"Units"

the 21 residential units to be formed on the Property pursuant to the Development and the term "Unit" shall be construed accordingly

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(9)(d) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable and the highway authority for the purposes of the Highways Act 1980
- (2) The Owner is registered at the Land Registry with absolute title under title numbers and SGL714439 and SGL714273 as the registered proprietor of the freehold interest in that part of the Property shown outlined in red on Plan 2 attached hereto

- (3) The Council in its capacity as landowner is registered at the Land Registry with absolute title under title number SGL777076 as the registered proprietor of the freehold interest in that part of the Property shown outlined in blue on Plan 2 attached hereto ("the Blue Land")
- (4) The Council as local planning authority has resolved to approve the Planning Application and grant planning permission for the Development subject to the completion of an agreement under Section 106 of the 1990 Act
- (5) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in it so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and Section 16 of the Greater London Council (General Provisions) Act 1974 and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and receipt of a copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council
2. The Owner COVENANTS with the Council
 - (i) to observe and perform the obligations and covenants on its behalf contained in the First Schedule to this Deed
 - (ii) not to Implement the Development until the Blue Land is vested in the Owner
 - (iii) that upon the Blue Land being vested it will be bound by the Owner's covenants in the First Schedule to this Deed

3. The Council COVENANTS with the Owner that it shall:

- (i) observe and perform the obligations and covenants in paragraphs 2 – 5 of Part II of the Schedule insofar as they are obligations on the Council's part;
- (ii) the Blue Land will be bound by the Owner's covenants in the First Schedule to this Deed
- (ii) subject to the Owner paying the Council's costs in accordance with the provisions of paragraph 11 of the Schedule as soon as reasonably practicable from the date hereof to progress making the Order in a timely and diligent manner the parties acknowledging that the making of the Order is a statutory process which may involve public objections and the Mayor of London's consent which is outside the Council's control;
- (iii) provide the Owner with Progress Reports;
- (iv) not submit a request for payment (either in full or in installments) towards the Order until the Progress Report setting out the costs has been submitted to and agreed by the Owner;
- (v) issue the Planning Permission within 7 days of the date of this Deed
- (vi) acknowledge receipt of the fees paid by the Owner in accordance with paragraphs 10-11 of Part IV of the Schedule when received and where requested to do so supply its written receipt of the aforesaid contribution,
- (vii) at the written request of the Owner provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

4. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (a) Nothing contained in this Deed constitutes planning permission
- (b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (de) Whenever there is more than one person named as party or where more than one party undertakes an obligation all of their obligations shall be enforceable against all of them jointly and/or against each individually
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees

Local land charge provisions

- (g) This Deed is a Local Land Charge and shall be registered by the Council in the Council's Register of Local Land Charges immediately on completion thereof

- (h) The Council will, upon written request by the Owner or a Mortgagee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner and/or the Mortgagee hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

- (i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

Variations

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation
- (k) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

Dispute Provisions

- (l) In the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors

and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award

- (m) that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of his appointment to act
- (n) that the expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said parties
- (o) the costs of any reference of any dispute shall be paid jointly in equal shares by the Owner and the Council unless otherwise determined in the independent person's award

English law applicable

- (p) The construction validity and performance of this Deed shall be governed by English law

Effect of revocation of planning permission

- (q) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any

statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such moneys as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

Waivers not to be of a continuing nature

- (r) No waiver (whether express or implied) by any party to this Deed of any breach or default by any party to this Deed in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the party in question

Liability of subsequent Owner and release of former Owner

- (s) The provisions hereof shall be enforceable by the Council against the Owner (to the extent provided in Clause 3 of the Deed) and all persons except those listed in clause (t) below who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in such land)
- (t) The provisions of this Deed shall not be binding upon:
 - (i) any mortgagee or chargee who obtains an order for possession of the Affordable Housing Units or part thereof nor
 - (ii) any receiver or manager (including an administrative receiver any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security) for such mortgagee or chargee, nor

- (iii) any individual owner occupier of the Affordable Housing Units (or their mortgagee or charge) who has purchased the Affordable Housing Unit pursuant to a right to buy or right to acquire claim under the Housing Act 1985 or the Housing Act 1996 (as amended) or any similar or substitute right applicable or their mortgagee, nor
- (iv) any tenant (or successor in title to such a tenant) who is granted a shared ownership lease of an Affordable Housing Unit who subsequently exercises a right to purchase 100% of the equity
- (v) successors in title to (i)-(iv) above
- (vi) any statutory undertaker which acquire any part of the Property for the purposes of its statutory undertaking or function

Contracts (Rights of Third Parties) Act 1999

- (u) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or is capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council and the Owner

Release

- (v) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if Planning Permission quashed or revoked other than at the request or with the consent of the Owner or the Planning Permission is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the base rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

VAT clauses

- (w) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof

- (x) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

Community Infrastructure Levy Regulations 2010

- (y) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

**THE COMMON SEAL of
THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH
OF MERTON** was hereunto affixed
in the presence of

C. W.

Senior Lawyer

Soul Reg No 33565



EXECUTED as a deed by affixing
the common seal of
MERTON PRIORY HOMES in
the presence of :



Authorised signatory *Clare Miller*

Authorised signatory *[Signature]*

FIRST SCHEDULE

The Owner covenants with the Council:

Part I - Affordable Housing

1. Unless the events in Part II of this Schedule apply not to cause or permit the Affordable Housing Units to be used or Occupied for any purpose other than Affordable Housing by Qualifying Persons

Part II - Affordable Housing Viability

2. If by substantial completion of 75% of the Units no Regeneration Permission has been granted to serve a notice on the HSC that it intends to complete the Viability Assessment ("Notice of Intention") and produce the same to the Council as soon as reasonably practicable.
3. To pay for the Viability Assessment provided pursuant to paragraph 2, Part II of the Schedule above to be verified by the Appointed Assessor the outcome of such verification ("the Review Report") to be provided by the Council to the Owner within 14 days (or such other time as agreed between the parties) of receipt of the Viability Assessment by the Council
4. Where the Owner in its absolute discretion considers it necessary to submit further written submissions ("the Further Submissions") addressing any comments or conclusions of the Review Report to the Council within 14 days (or such other time as agreed between the parties) of receipt of the Review Report
5. Based on the out of the Viability Assessment the Review Report and the Further Submissions the parties (both acting reasonably) shall agree the quantum, mix and tenure of the Alternative Affordable Housing Units

6. To enter into a nominations agreement with the Council in respect of the Alternative Affordable Housing Units
7. For the avoidance of doubt, any dispute between the parties as to the Viability Assessment shall be resolved in accordance with the provisions of Clauses 4(l)-(o) of this Deed

Part III – Site Walkway

8. Prior to Occupation of the Units or any of them at the Owner's cost and expense to construct lay out and complete the access through the Property in the approximate position shown outlined in brown on the Plan 3 ("the Accessway") attached hereto in accordance with the details forming part of the Planning Permission and pursuant to any relevant planning conditions
9. With effect from Occupation of the Units or any of them the Owner shall permit the public at all reasonable times to enter onto and over the aforesaid Accessway on foot only for the purpose of passing and re-passing at all reasonable times from Ravensbury Grove to the River Wandle Trail leading to the footbridge over the River Wandle.

Part IV – Fees and indemnity for highway order

10. On the date hereof to pay the Council's legal costs in the preparation and completion of this Deed in the sum of ONE THOUSAND AND FIVE HUNDRED pounds (£1,500) and the monitoring fee of ONE THOUSAND AND EIGHT HUNDRED pounds (£1,800)

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11.1 On the date hereof to pay to the Council the First Order Costs and;

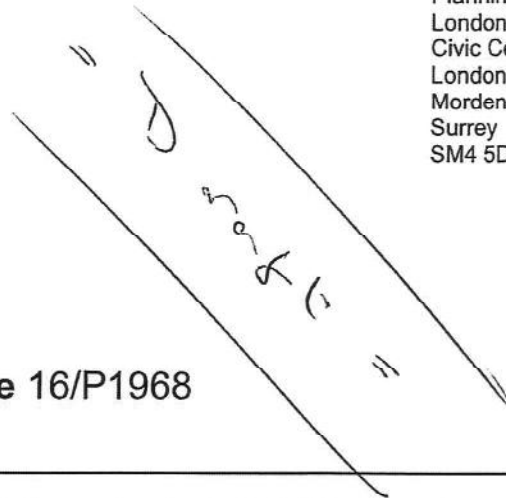
11.2 within 21 days of demand to pay to the Council the Council's costs of progressing the Order provided that such costs have previously been disclosed to the Owner in accordance with clause 3(iv) above.

Part V – Notifications

12 To provide seven (7) days prior written notice to the HSC of the Owner's intention to commence the Development

Samruti Patel
Savills
33 Margaret Street
London
W1G 0JD

Planning Department
London Borough Of Merton,
Civic Centre,
London Road,
Morden
Surrey
SM4 5DX



TOWN & COUNTRY PLANNING ACT 1990

Planning Permission Decision Notice 16/P1968

The London Borough of Merton, as Local Planning Authority, hereby **GRANTS Planning Permission** for the works specified in the First Schedule below subject to the conditions specified in the Second Schedule below.

First Schedule - Particulars of application

Application Number: 16/P1968

Location: 64-70 Ravensbury Grove,
Ravensbury Garages and Adj Land
Mitcham
Surrey
CR4 4DL

Proposal: DEMOLITION OF GARAGES ON RAVENSBURY GROVE AND EXISTING FLATS AT 64-70 RAVENSBURY GROVE AND THE REDEVELOPMENT OF SITE TO PROVIDE 21 RESIDENTIAL UNITS (C3 USE) - COMPRISING 14 x FLATS AND 7 x DWELLINGHOUSES WITH THE THE 14 FLATS WILL BE SPLIT INTO 2 x PART THREE, PART FOUR STOREY BUILDINGS. PROVISION OF ASSOCIATED VEHICULAR ACCESS, PARKING, CYCLE AND REFUSE STORAGE AND LANDSCAPING.

Approved Plans: See Condition 2 (Approved plans)

Second Schedule - Conditions

- 1 The development to which this permission relates shall be commenced not later than the expiration of 3 years from the date of this permission. Reason: To comply with Section 91 (as amended) of the Town & Country Planning Act 1990.
- 2 (Part 1) The development hereby permitted shall be carried out in accordance with the following approved plans: CAG-REM-PH1_DR_0001 Rev D (site location plan), CAG-REM-PH1_DR_0100 Rev K (prop site plan), CAG-REMPH1_DR_0101 Rev G (prop block plan), CAG-REM-PH1_DR_0102 Rev B (prop roof plan), CAG-REM-PH1_DR_0110 Rev D (prop open space plan), CAG-REM-PH1_DR_0111 Rev G (prop levels plan), CAG-REMPH1_DR_0120 Rev E (prop site sections 1), CAG-REM PH1_DR_0121 Rev D (prop site sections 2), CAG-REM-PH1_DR_0160 Rev G (phase 1 car parking plan), CAG-REM-PH1_DR_0200 Rev G (Block A plan),

- 3 (Part 2) CAG-REMPH1_DR_0201 Rev G (Block B plan), CAG-REM-PH1_DR_0210 Rev E (block A elevations 1), CAG-REM-PH1_DR_0211 Rev E (block A elevations 2), CAG-REM-PH1_DR_0212 Rev E (block B elevations 1), CAG-REMPH1_DR_0213 Rev D (block B elevations 2), CAG-REM-PH1-0300 Rev D (Mews House A Plan), CAG-REM-PH1-0301 Rev C (Mews House A Variant Plan), CAG-REM-PH1 0302 Rev C (Mew Houses A Section), CAG-REMPH1- 0305 Rev C (River House A Plan), CAG-REM-PH1-0306 Rev B (River House A Variant Plan), CAG-REM-PH1-0307 Rev C (River House A Section), CAG-REM-PH1-0310 Rev D (Mews House A elevations), CAG-REM-PH1- 0311 Rev D (Mews Houses A Variant elevations),
- 4 (Part 3) CAG-REM-PH1-0312 Rev D (River House A elevations), CAG-REM-PH1-0350 Rev D (1B2P Apartment A), CAG-REM-PH1_0351 Rev C (1B2P Apartment B), CAG-REM-PH1 -0352 Rev D (1B2P Apartment C), CAG-REM-PH1_0355 Rev D (WCH apartment A), CAG-REM-PH1 -0356 Rev D (WCH apartment B), CAG-REM-PH1 -0360 Rev D (2B4P apartment A), CAG-REM-PH1 -0365 Rev D (2B3P WCH apartment A), CAG-REM-PH1_DR_9000 Rev C (landscape general arrangement plan), CAG-REM-PH1_DR_9001 Rev C (illustrative landscape plan), CAG-REM-PH1_DR_9002 (tree strategy plan).
- 5 (Part 4) And the following submitted documents: Design and Access Statement undertaken by HTA Design LLP with reference no: CAG-REM_PH1_A_RP_101 Rev C dated 11.05.2016, Planning Statement undertaken by Savills and dated May 2016, Ecological Appraisal for Ravensbury Estate - Ravensbury Grove undertaken by SLR ref: 404.04976.00002 Version No: fv1 dated May 2016, Flood Risk Assessment - Rev A - Phase 1 undertaken by Tully De'Ath Consultants reference number 11264 dated June 2016, Lighting Assessment dated May 2016, Transport Statement undertaken by WYG, reference A089000-1 Rev 3 dated 6 May 2016, Framework Residential Travel Plan undertaken by WYG, ref: A089000-1 Rev 3 dated 6 May 2016, Sustainability and Energy Statement - Version 1 dated 28/04/2016.
- 6 (Part 6) Heritage Desk-Based Assessment by Cotswold Archaeology, reference 770140 dated May 2016, Construction Management Plan undertaken by MACE and dated May 2016, Arboricultural Impact Assessment undertaken by Tamla Trees Consulting Arborists reference 02462Rv5 dated July 2016, Overheating and Daylight and Sunlight and Overshadowing Assessment undertaken by HTA and dated May 2016, Preliminary Geotechnical and Geoenvironmental Desk Study prepared by Peter Brett ref: 32120 Rev 1 and dated May 2016. Reason: For the avoidance of doubt and in the interests of proper planning.
- 7 No development above ground shall take place until details of particulars and samples of the materials to be used on all external faces of the development hereby permitted, including window frames and doors (notwithstanding any materials specified in the application form and/or the approved drawings), have been submitted to and approved in writing by the Local Planning Authority. No works which are the subject of this condition shall be carried out until the details are approved, and the development shall be carried out in full accordance with the approved details. Reason: To ensure a satisfactory appearance of the development and to comply with the following Development Plan policies for Merton: policy 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D2 and D3 of Merton's Sites and Polices Plan 2014.

- 8 No demolition or construction work or ancillary activities such as deliveries shall take place before 8am or after 6pm Mondays - Fridays inclusive, before 8am or after 1pm on Saturdays or at any time on Sundays or Bank Holidays. Reason: To safeguard the amenities of the area and the occupiers of neighbouring properties and ensure compliance with the following Development Plan policies for Merton: policy 7.15 of the London Plan 2011 and policy DM EP2 of Merton's Sites and Policies Plan 2014.
- 9 Prior to the commencement of development [including demolition] measures shall be in place to prevent nuisance from dust and noise to surrounding occupiers with these measures in accordance with a method statement that has previously been submitted to and approved in writing to the Local Planning Authority with the approved measures retained until the completion of all site operations. Reason: To protect the amenities of occupiers of neighbouring properties and to accord with Sites and Policies policy DM D2.
- 10 No development, other than demolition and site preparation shall take place until details of the surfacing of all those parts of the site not covered by buildings or soft landscaping, including any parking, service areas, roads and footpaths have been submitted in writing for written approval by the Local Planning Authority. No works that are the subject of this condition shall be carried out until the details are approved, and the development shall not be occupied until the details have been approved and works to which this condition relates have been carried out in accordance with the approved details. Reason: To ensure a satisfactory standard of development in accordance with the following Development Plan policies for Merton: policies 7.5 and 7.6 of the London Plan 2015, policy CS14 of Merton's Core Planning Strategy 2011 and policies DM D1 and D2 of Merton's Sites and Policies Plan 2014.
- 11 (Part 1) No development above ground shall commence until details of secure cycle parking facilities for the occupants of, and visitors to, the development have been submitted to and approved in writing by the Local Planning Authority. In addition to the cycle stores the details shall include those relating to the proposed site levels, materials and method of construction of the store located adjacent to existing trees in the communal garden of Block A -having regard to the recommendations of the BS 5837:2012 - Trees in relation to design, demolitions and construction - recommendations.
- 12 (Part 2) The approved facilities shall be fully implemented and made available for use prior to the first occupation of the development and thereafter retained for use at all times. Reason: To ensure satisfactory facilities for cycle parking are provided and to safeguard the existing retained trees to comply with the following Development Plan policies for Merton: policies 6.13 and 7.21 of the London Plan 2015, policies CS18 and CS13 of Merton's Core Planning Strategy 2011 and policies DM T1 and DM O2 of Merton's Sites and Policies Plan 2014.
- 13 The development hereby approved will be in compliance with the submitted Travel Plan "Framework Residential Travel Plan undertaken by WYG, ref: A089000-1 Rev 3 dated 6 May 2016" and additional letter (dated 08 September 2016) confirming the investigation of car club membership as part of this travel plan. Reason: To promote sustainable travel measures and comply with the following Development Plan policies for Merton: policy 6.3 of the London Plan 2015, policies CS18, CS19 and CS20 of Merton's Core Planning Strategy 2011 and policy DM T2 of Merton's Sites and Policies Plan 2014.

- 14 (Part 1) The development shall not commence until details of the provision to accommodate all site workers', visitors' and construction vehicles and loading /unloading arrangements during the construction process have been submitted to and approved in writing by the Local Planning Authority. The approved details must be implemented and complied with for the duration of the construction process Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policies 6.3 and 6.14 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T2 of Merton's Sites and Policies Plan 2014. 8. H11: The development hereby approved shall not be occupied until a Parking Management Strategy has been submitted in writing for approval to the Local Planning Authority.
- 15 (Part 2) No works that is subject of this condition shall be carried out until this strategy has been approved, and the development shall not be occupied until this strategy has been approved and the measures as approved have been implemented. Those measures shall be maintained for the duration of the use unless the prior written approval of the Local Planning Authority is obtained to any variation. Reason: To ensure the provision of a satisfactory level of parking and comply with the following Development Plan policies for Merton: policy 6.13 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T3 of Merton's Sites and Policies Plan 2014.
- 16 Development shall not commence until a working method statement has been submitted to and approved in writing by the Local Planning Authority to accommodate: (i) Parking of vehicles of site workers and visitors; (ii) Loading and unloading of plant and materials; (iii) Storage of construction plant and materials; (iv) Wheel cleaning facilities (v) Control of dust, smell and other effluvia; (vi) Control of surface water run-off/management and off-site drainage works (in accordance with SLR's May 2016 Ecological Appraisal - paragraph 7.1.2). No development shall be carried out except in full accordance with the approved method statement. Reason: To ensure the safety of pedestrians and vehicles and the amenities of the surrounding area and to comply with the following Development Plan policies for Merton: policies 6.3 and 6.14 of the London Plan 2015, policy CS20 of Merton's Core Planning Strategy 2011 and policy DM T2 of Merton's Sites and Policies Plan 2014.
- 17 The development permitted by this planning permission shall be carried out in accordance with the Flood Risk Assessment (FRA) (Ref: 11264 dated June 2016 and produced by Tully De'Ath for Circle Housing). The mitigation measures shall be fully implemented prior to occupation and subsequently in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority. Reason: To reduce the risk of flooding to the proposed development and future users, and ensure flood risk does not increase offsite in accordance with Merton's policies CS16, DM F1 and DMF2 and the London Plan policies 5.12, 5.13.
- 18 The development hereby permitted shall not be commenced (other than site clearance and demolition) until such time as a detailed scheme to compensate flood storage has been submitted to and approved in writing by, the local planning authority. The detailed scheme shall include cross sections, plans and final location and volume of earth movements in support of the calculations. The implemented scheme shall include flood openings (voids) and these voids must be maintained and remain operational for the lifetime of the development. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme, or within any other period as may subsequently be agreed, in writing, by the local planning authority. Reason: To reduce the risk of river flooding to the proposed development and future users, and ensure flood risk does not increase offsite in accordance with Merton's policies CS16, DM F1 and the London Plan policy 5.12.

- 19 The development hereby permitted by this planning permission shall ensure that finished floor levels for all residential units shall be set no lower than 300mm above the 1 in 1000 year flood level (in metres above Ordnance Datum) and include flood resilient materials for the ground floor construction. The scheme shall be fully implemented and subsequently maintained, in accordance with the timing / phasing arrangements embodied within the scheme or within any other period as may subsequently be agreed, in writing, by the local planning authority. Reason: To reduce the risk of flooding to the proposed development and future users in accordance with Merton's policies CS16, DM F1 and the London Plan policy 5.12.
- 20 The development hereby permitted shall not be occupied until such time as a Flood Warning and Evacuation plan and procedure is implemented and agreed in writing to the satisfaction of the Local Planning Authority. The Flood Warning and Evacuation Plan shall be implemented in accordance with the submitted document included within section 13 of the Flood Risk Assessment and the procedures contained within the plan shall be reviewed annually for the lifetime of the development. Consultation of the plan shall take place with the Local Planning Authority and Emergency Services. Reason: To reduce the risk of flooding to the proposed development and future users in accordance with Merton's CS16 and policy DM F1 and the London Plan policy 5.12.
- 21 (Part 1) No development approved by this permission shall be commenced until a detailed scheme for the provision of surface and foul water drainage has been implemented in accordance with details that have been submitted to and approved in writing by the local planning authority and in consultation with Thames Water. The final drainage scheme shall be designed in accordance with the details submitted in the Flood Risk Assessment.
- 22 (Part 2) The drainage scheme will dispose of surface water by means of a sustainable drainage system (SuDS) to both the River Wandle and the surface water sewer at the agreed restricted rate (4.5l/s and 1l/s respectively) in accordance with drainage hierarchy contained within the London Plan Policy (5.12, 5.13 and SPG) and the advice contained within the National SuDS Standards.
- 23 (Part 3) Where a sustainable drainage scheme is to be provided, the submitted details shall: i. Provide information about the design storm period and intensity, the method employed to delay (attenuation provision of no less than 67.5m³ of storage) and control the rate of surface water discharged from the site. Appropriate measures must be taken to prevent pollution of the receiving groundwater and/or surface waters; ii. Include a timetable for its implementation; iii. Provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption and any other arrangements to secure the operation of the scheme throughout its lifetime;
- 24 (Part 4) iv. A CCTV of the existing sewer and drainage network to establish its condition and any remedial works; v. Include a sequencing of works and construction method statement for any sewer diversions and new connections vi. All sewer diversions and any new connections are undertaken to the satisfaction of Thames Water. Reason: To reduce the risk of surface and foul water flooding to the proposed development and future users, and ensure surface water and foul flood risk does not increase offsite in accordance with Merton's policies CS16, DMF2 and the London Plan policy 5.13.

- 25 No development [including demolition] pursuant to this consent shall commence until an Arboricultural Method Statement and Tree Protection Plan, drafted in accordance with the recommendations and guidance set out in BS 5837:2012 has been submitted to and approved in writing by the Local Planning Authority and the approved details have been installed. The details and measures as approved shall be retained and maintained, until the completion of all site operations. Reason: To protect and safeguard the existing retained trees in accordance with the following Development Plan policies for Merton: policy 7.21 of the London Plan 2015, policy CS13 of Merton's Core Planning Strategy 2011 and policy O2 of Merton's Sites and Polices Plan 2014.
- 26 The details of the Arboricultural Method Statement and Tree Protection Plan shall include the retention of an arboricultural expert to monitor and report to the Local Planning Authority not less than monthly the status of all tree works and tree protection measures throughout the course of the demolition and site works. The works shall be carried out strictly in accordance with the approved Arboricultural Method Statement and Tree Protection Plan. Reason: To protect and safeguard the existing retained trees in accordance with the following Development Plan policies for Merton: policy 7.21 of the London Plan 2015, policy CS13 of Merton's Core Planning Strategy 2011 and policy O2 of Merton's Sites and Polices Plan 2014.
- 27 Any external lighting shall be positioned and angled to minimise light spillage or glare beyond the site boundary and in accordance with the details in the submitted Lighting Assessment. Reason: To safeguard the amenities of the area and the occupiers of neighbouring properties and ensure compliance with the following Development Plan policies for Merton: policies DM D2 and DM EP4 of Merton's Sites and Polices Plan 2014.
- 28 A supplementary intrusive investigation should be undertaken for contaminated land, if necessary, a detailed remediation scheme to bring the site to a condition suitable for the intended use by removing unacceptable risks to human health, buildings and other property and the natural and historical environment must be prepared, and is subject to the approval in writing of the Local Planning Authority. The scheme must include all works to be undertaken, proposed remediation objectives and remediation criteria, timetable of works and site management procedures. The scheme must ensure that the site will not qualify as contaminated land under Part 2A of the Environmental Protection Act 1990 in relation to the intended use of the land after remediation. Reason: In order to protect the health of future occupiers of the site and adjoining areas in accordance with the following Development Plan policies for Merton: policy 5.21 of the London Plan 2015 and policy DM EP4 of Merton's Sites and Polices Plan 2014.
- 29 Any approved remediation scheme must be carried out in accordance with its terms prior to the commencement of development, unless otherwise agreed in writing by the Local Planning Authority. Following the completion of any measures identified in the approved remediation scheme, a verification report that demonstrates the effectiveness of the remediation carried out must be produced, and is subject to the approval in writing of the Local Planning Authority. Reason: In order to protect the health of future occupiers of the site and adjoining areas in accordance with the following Development Plan policies for Merton: policy 5.21 of the London Plan 2015 and policy DM EP4 of Merton's Sites and Polices Plan 2014.

- 30 In the event that contamination is found at any time when carrying out the approved development that was not previously identified it must be reported in writing immediately to the Local Planning Authority. An investigation and risk assessment must be undertaken in accordance with DEFRA and the Environment Agency's 'Model Procedures for the Management of Land Contamination, CLR 11' and where remediation is necessary a remediation scheme must be prepared, which is subject to the approval in writing of the Local Planning Authority. Reason: In order to protect the health of future occupiers of the site and adjoining areas in accordance with the following Development Plan policies for Merton: policy 5.21 of the London Plan 2015 and policy DM EP4 of Merton's Sites and Policies Plan 2014.
- 31 Prior to the commencement of the development hereby approved, a demolition method statement shall be submitted to and approved in writing by the Local Planning Authority. All demolition works shall be in accordance with this approved demolition method statement unless agreed in writing by the Local Planning Authority. Reason: To protect the amenities of future occupiers and those in the local vicinity.
- 32 Prior to the commencement of substructure works a construction method statement shall be submitted to and approved in writing by the Local Planning Authority. All construction works shall be in accordance with this approved construction method statement unless agreed in writing with the Local Planning Authority. Reason: To protect the amenities of future occupiers and those in the local vicinity.
- 33 No part of the development hereby approved shall be occupied until evidence has been submitted to and approved in writing by the Local Planning Authority, confirming that the development has achieved not less than the CO2 emissions reductions of a minimum of 35% below 2013 Building Regulations Part L, and internal water usage rates of no greater than 105l/p/day (equivalent to Code for Sustainable Homes Level 4) - Evidence requirements are detailed in the "Schedule of Evidence Required - Post Construction Stage" under Category 1: Energy and Carbon Dioxide Emissions (ENE1: dwelling emissions rate) and Category 2: Water (WAT1: Indoor water use) of the Code for Sustainable Homes Technical Guide (2010). Reason: To ensure that the development achieves a high standard of sustainability and makes efficient use of resources and to comply with the following Development Plan policies for Merton: policy 5.2 of the London Plan 2011 and policy CS15 of Merton's Core Planning Strategy 2011.
- 34 Prior to the occupation of the development hereby approved, the provision of bat boxes, bird nesting boxes and a hedgehog box as recommended in paragraph 7.2 of SLR's May 2016 Ecological Appraisal will be undertaken. Reason: To ensure that the proposed development would not have an adverse impact on biodiversity within the area in accordance with policy CS13 of the Core Strategy (2011) and policy DM O2 of the Sites and Policies Plan (2014).
- 35 Prior to the occupation of the relevant part of the development a green roof shall be installed details of which shall have previously been submitted to and approved in writing by the Local Planning Authority. The green roof should include the features described in paragraph 7.2 of SLR's May 2016 Ecological Appraisal, and shall be maintained in accordance with the approved plans for the lifetime of the development. Reason: To ensure that the proposed development would not have an adverse impact on biodiversity within the area in accordance with policy CS13 of the Core Strategy (2011) and policy DM O2 of the Sites and Policies Plan (2014).

- 36 (Part 1) No development shall take place (other than demolition and site preparation) until full details of a landscaping and planting scheme has been submitted to and approved in writing by the Local Planning Authority and these works shall be carried out as approved within the first planting season following first occupation of the development hereby approved, unless otherwise agreed in writing by the Local Planning Authority. The details shall include on a plan, full details of the size, species, spacing, quantities and location of proposed plants, together with any hard surfacing, means of enclosure, and indications of all existing trees, hedges and any other features to be retained, and measures for their protection during the course of development.
- 37 (Part 2) The landscaping and planting scheme shall include details of boundary treatment of the site along the boundary with the River Wandle outlining planting regimes and fences/boundaries to properties.
Reason: To enhance the appearance of the development in the interest of the amenities of the area, to ensure the provision sustainable drainage surfaces and to comply with the following Development Plan policies for Merton: policies 5.1, 7.5 and 7.21 of the London Plan 2015, policies CS13 and CS16 of Merton's Core Planning Strategy 2011 and policies DM D2, F2 and O2 of Merton's Sites and Policies Plan 2014.
- 38 Prior to the occupation of the development a landscape management plan including long term design objectives, management responsibilities and maintenance schedules for all landscaped areas, other than privately owned, domestic gardens, shall be submitted to and approved in writing by the Local Planning Authority. The landscape management plan shall be carried out in accordance with the approved scheme unless otherwise agreed in writing by the Local Planning Authority. Reason: To ensure the appearance of the development is maintained in the interest of the amenities of the area, to ensure the maintenance of sustainable drainage surfaces and to comply with the following Development Plan policies for Merton: policies 5.1, 7.5 and 7.21 of the London Plan 2015, policies CS13 and CS16 of Merton's Core Planning Strategy 2011 and policies DM D2, F2 and O2 of Merton's Sites and Policies Plan 2014.
- 39 (Part 1) No demolition or other development shall take place until a stage 1 written scheme of investigation (WSI) has been submitted to and approved by the local planning authority in writing. For land that is included within the WSI, no demolition or other development shall take place other than in accordance with the agreed WSI, and the programme and methodology of site evaluation and the nomination of a competent person(s) or organisation to undertake the agreed works. If heritage assets of archaeological interest are identified by stage 1 then for those parts of the site which have archaeological interest a stage 2 WSI shall be submitted to and approved by the local planning authority in writing.
- 40 (Part 2) For land that is included within the stage 2 WSI, no demolition/development shall take place other than in accordance with the agreed stage 2 WSI which shall include: A. The statement of significance and research objectives, the programme and methodology of site investigation and recording and the nomination of a competent person(s) or organisation to undertake the agreed works B. The programme for post-investigation assessment and subsequent analysis, publication & dissemination and deposition of resulting material. This part of the condition shall not be discharged until these elements have been fulfilled in accordance with the programme set out in the stage 2 WSI. Reason: To ensure that the development hereby approved would not have a detrimental impact on heritage or archaeological items in accordance with policy 7.8 of the London Plan (2015) and policy DM D4 of the Sites and Policies Plan (2014).

41 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any Order revoking and re-enacting that Order with or without modification), no extension, enlargement or other alteration of the dwelling house other than that expressly authorised by this permission shall be carried out without planning permission first obtained from the Local Planning Authority. Reason for condition: The Local Planning Authority considers that further development could cause detriment to the amenities of the occupiers of nearby properties and for this reason would wish to control any future development to comply with Sites and Policies policy DM D2 and policy CS14 of the Adopted Merton Core Planning Strategy 2015.

42 Prior to first occupation of the proposed new dwellings refuse and recycling facilities shall be in place that are in accordance with details that have previously been submitted to and approved in writing by the Local Planning Authority, with the refuse and recycling facilities retained in accordance with the approved details permanently thereafter. Reason for condition: To ensure the provision of satisfactory facilities for the storage of refuse and recycling material and to comply with policies CS13 and CS14 of the Adopted Core Strategy (2011).

43 The applicant is advised that in accordance with paragraphs 186 and 187 of the National Planning Policy Framework. The London Borough of Merton takes a positive and proactive approach to development proposals focused on solutions. The London Borough of Merton works with applicants or agents in a positive and proactive manner by suggesting solutions to secure a successful outcome; and updating applicants or agents of any issues that may arise in the processing of their application. . In this instance the Planning Committee considered the application where the applicant or agent had the opportunity to speak to the committee and promote the application.

Informative s.

44 The applicant is advised to contact the Council's Highways team on 020 8545 3151 before undertaking any works within the Public Highway in order to obtain the necessary approvals and/or licences.

45 An environmental permit for flood risk activities may be required for works proposed in, under, over or within 8m of the top of the bank of the River Wandle, designated a main river. More guidance can be found in: <https://www.gov.uk/guidance/flood-risk-activities-environmental-permits>.

46 The proposed development site is adjacent to the River Wandle, a heavily modified watercourse. In line with the Thames River Basin Management Plan we strongly recommend that the proposed development should be used as an opportunity to restore the watercourse to a natural channel. As well as meeting requirements of the RBMP, this would be a clear, tangible and significant environmental gain in terms of the character of the area and nature conservation. This would also increase connectivity between existing restoration sites and the rest of the catchment.

47 Where possible, the demolition of buildings and tree felling should avoid the bird nesting seasons. If it is not possible to clear the site outside the nesting season, then the site should be inspected by an appropriately qualified ecologist immediately prior to site stripping and should any nests be found then appropriate mitigation should be implemented to protect the nest until the young have fledged.

48 Written schemes of investigation will need to be prepared and implemented by a suitable qualified professionally accredited archaeological practice in accordance with Historic England's Guidelines for Archaeological Projects in Greater London. This condition is exempt from deemed discharge under scheme 6 of The Town and Country Planning Act (Development Management Procedure) (England) Order 2015).

Date of Decision:

15 September 2016

Signed.....

For and on behalf of the Head of Public Protection & Development (Planning).

Note: This approval confers permission under the Town and Country Planning Acts only. It does not confer consent or approval under any other statutory enactment including the Building Regulations. Failure to obtain all necessary consents may result in enforcement action. It is emphasised that no variation from the deposited plans or particulars will be permitted unless previously authorised in writing by the London Borough of Merton

Please read attached notes.

NOTES REGARDING RIGHTS OF APPEAL

1. If the applicant is aggrieved by the decision of the Local Planning Authority to refuse permission or approval for the proposed development, or to grant permission of approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 78 of the Town and Country Planning Act 1990 within six months from the date of this notice; **unless the application is for householder development, in which case the time limit is three months.** Appeals must be made on a form which is obtainable from The Planning Inspectorate, Room 3/24 HawkWing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. A copy of the appeals forms should also be forwarded simultaneously to the Chief Executive's Department, London Borough of Merton, 8th Floor, Civic Centre, London Road, Morden, Surrey SM4 5DX.
2. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the Local Planning Authority, or imposed by them, having regard to the statutory requirement (see note below), to the provisions of the development order. He does not in practice refuse to entertain appeals solely because the decision of the Local Planning Authority was based on a direction given to him.
3. If permission to develop land is refused or granted subject to conditions, whether by the Local Planning Authority or by the Secretary of State for the Environment, 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, he may serve on the Local Planning Authority in which the land is situated a purchase notice requiring the authority to purchase his interest in the land in accordance with the provisions 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 permission is refused or granted, subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

NOTE:

The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 700(1) & 72(1) of the Act.

DECconaa

SECOND SCHEDULE

The draft planning permission

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

Dated 9th May 2017

**The Mayor and Burgesses of the London
Borough of Merton**

-and-

Merton Priory Homes

**DEED OF AGREEMENT
made under Section 106 of the
Town & Country Planning Act 1990
relating to land at Ravensbury Grove
Mitcham London CR4 4DL**

South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden SM4 6HY

Ref CS LEG GRC 511/666