

**THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET**

and

**MONTREAUX CRICKLEWOOD DEVELOPMENTS LIMITED**

and

**A.S.K PARTNERS AGENT LIMITED**

and

**URBAN & URBAN PROPERTIES LIMITED**

and

**APEX GROUP HOLD CO (UK) LIMITED**

---

**DEED OF PLANNING OBLIGATION**

made pursuant to section 106 of the Town and Country Planning Act 1990 and all enabling powers relating to the development of land at

**Broadway Retail Park, Cricklewood Lane, London NW2 1ES**

in the London Borough of Barnet

Application Number: 20/3564/OUT

Appeal Reference: APP/N5090/V/22/3307073

---

HB Public Law  
PO Box 2  
Civic Centre  
Harrow, Middlesex  
HA1 2UH  
DX 30450 HARROW 3  
Ref: EBAC-PH001-02123

**THIS DEED** is made the

day of

2023

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, London NW9 4EW ("**the Council**");  
and
- (2) **MONTREAUX CRICKLEWOOD DEVELOPMENTS LIMITED** (Company Registration Number: 11298343) with registered office at Montreaux House, The Hythe, Staines-Upon-Thames, England, TW18 3JQ ("**the Owner**"); and
- (3) **A.S.K PARTNERS AGENT LIMITED** (Company Registration Number: 11691487) with registered office at 58 Queen Ann Street, London, W1G 8HW and **URBAN & URBAN PROPERTIES LIMITED** (Company Registration Number: 10602811) with registered office at Oriel House, 26 The Quadrant, Richmond, England, TW9 1DL and **APEX GROUP HOLD CO (UK) LIMITED** (company registration number 05918184) with registered office at 6<sup>th</sup> Floor, 125 London Wall, Barbican, London EC2Y 5AS (collectively "**the Mortgagees**").

**WHEREAS:**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by which the obligations in this Deed are enforceable.
- (B) The Owner is the registered proprietor of the freehold interest of the Land registered at HM Land Registry under freehold title number AGL93472, subject to charges in favour of the Mortgagees but otherwise free from encumbrances and the Owner is interested in the Land for the purposes of section 106 of the 1990 Act.
- (C) The Mortgagees hold registered charges (or charges to be registered)<sup>1</sup> respectively dated 19 March 2019, 11 November 2021 and 21<sup>st</sup> March 2022 over the Land and has agreed to enter into this Deed to give their respective consent to the terms of this Deed.

---

<sup>1</sup> Change made to reflect that Apex Group's charge is still being registered at the Land Registry

- (D) The Application was made on behalf of the Owner.
- (E) On 30 August 2022 the Secretary of State for Levelling Up, Housing and Communities called in the Application for his own determination under his powers contained in section 77 of the 1990 Act.
- (F) The Parties have agreed to enter into this Deed in order to secure the planning obligations contained therein in the event that Planning Permission is granted by the Secretary of State. The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that, should the Secretary of State decide to grant planning permission, provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (G) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.
- (H) The Parties have therefore agreed to enter into this Deed to secure the planning obligations with the intention that those obligations should be binding not only upon the Parties but also upon their respective successors in title and any persons claiming title through under them unless as otherwise specified in this Deed, conditional upon the grant of the Planning Permission by the Secretary of State.

**NOW THIS DEED WITNESSES as follows:**

**1 INTERPRETATION**

- 1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

**“1990 Act”** means the Town and Country  
Planning Act 1990

**“Actual CO<sub>2</sub> Offset Contribution”**

means in relation to each Development Parcel the amount (A) that is to be paid to the Council and to be spent on carbon reduction measures within the Borough, calculated by the following formula:

$$A = (B + C) \times \text{£95 per tonne per year} \times 30 \text{ years}$$

Where:

(B) is the annual carbon emissions from the site for the residential element of each Development Parcel; and

(C) is the annual difference in carbon reductions achieved on-site for the non-residential element of each Development Parcel relative to the 35% reduction required under the London Plan 2016, with (C) being either a positive (shortfall) or negative (surplus) number

where (B) and (C) are identified in the Post-Construction Assessment under Part L of the Building Regulations and in accordance with the standard assessment procedure 2012 known as SAP12.

**“Additional Affordable**

means a scheme to be prepared by the Owner and submitted to the



**Housing Scheme”**

Council in accordance with Schedule 5 paragraph 5 of this Deed detailing the Additional Affordable Housing Units to be provided within the Development on the Land and which:

(a) confirms which Market Units are to be converted into Additional Affordable Housing Units and to which tenure(s);

(b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit;

(c) provides a timetable for construction and delivery of the Additional Affordable Housing Units;

(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 4.3.6 of Schedule 5 applies;

(e) otherwise to the same standard and specification as Affordable Housing Units of the same tenure;

**“Additional Affordable Housing Unit”**

means any Market Units to be converted to Affordable Housing Units pursuant to the Additional

Affordable Housing Scheme to be approved under Schedule 5 of this Deed (if any);

**“Additional Carbon Offset Contribution”**

means the difference between the Actual CO<sub>2</sub> Offset Contribution identified by the As- Built Part L Calculations and the Estimated Carbon Offset Contribution required to be paid by the Owner to the Council pursuant to Schedule 4 Part 2 (if any)

**“Affordable Housing”**

means London Affordable Rented Housing and Intermediate Housing, including Discounted Market Rent Housing, provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers or renters including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers or renters, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in section 2 of the London Government Act 1963)

**“Affordable Housing Delivery Schedule”**

means the schedule detailing the number, location and tenure of Affordable Housing Units to be delivered in each Development Parcel as updated on a Development Parcel-by-Development Parcel basis pursuant to Part 1 of Schedule 5 or such revision or replacement thereto as might be agreed from time PROVIDED ALWAYS THAT the Affordable Housing Delivery Schedule in respect of Development Parcel A shall not be required to include any tenure of Affordable Housing Units other than Discounted Market Rented Housing

**"Affordable Housing Minimum Provision"**

means not less than 35 per cent (by Habitable Room) of the Residential Units to be provided as Affordable Housing Units in accordance with the Affordable Housing Tenure Split

**“Affordable Housing Provider”**

means:

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

(b) an approved

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

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

in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed)

**“Affordable Housing Tenure Split”**

means:

(a) a minimum of 30 per cent (by Habitable Room) of the Affordable Housing Units to be provided as London Affordable Rented Housing (rounded to the nearest single unit); and

(b) a maximum of 70 per cent (by Habitable Room) of the Affordable Housing Units to be provided as Intermediate Housing

**“Affordable Housing Unit”**

means each of the Residential Units to be provided as Affordable Housing or Additional Affordable Housing Units and constructed by the Owner as part of the Development in

accordance with the Affordable Housing Tenure Split and the Affordable Housing Delivery Schedule and the Affordable Housing Minimum Provision and “Affordable Housing Units” shall be construed accordingly

**“Application”**

means the application made by the Owner for outline planning permission to carry out the Development on the Land and bearing reference number 20/3564/OUT

**“Apprenticeships”**

means a work-based training programme aimed at different levels as detailed in Schedule 7 to this Deed combining employment with learning and training which leads to nationally recognised qualifications for the apprentice and which ranges from craft occupations or trades to business administration and retail

**“As -Built Part L Calculations”**

means the certified final “As-Built” Building Regulations Part L calculations to be submitted to the Council confirming the actual on-site regulated carbon dioxide emissions reductions achieved by the Development and any offset carbon dioxide emissions reductions to be applied

<b>“Average Intermediate Housing Value”</b>	means the average value of Intermediate Housing floorspace per square metre at the relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner
<b>“Average London Affordable Rent Housing Value”</b>	means the average value of London Affordable Rented Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner
<b>“Average Market Housing Value”</b>	means the average value of Market Unit floorspace per square metre on the Land at the Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner
<b>“Barnet Participants”</b>	means participants who either live in the London Borough of Barnet or who attend an educational institution in the Barnet area and “Barnet Participant” shall be construed accordingly
<b>“Borough”</b>	means the administrative area of the Council

**“Build Costs”**

means the build costs comprising construction of the Development supported by evidence of these costs to the Council’s reasonable satisfaction including but not limited to:

(a) details of payments made or agreed to be paid in the relevant building contract:

(b) receipted invoices;

(c) costs certified by the Owner’s quantity surveyor, costs consultant or agent

but for the avoidance of doubt build costs exclude:

(i) professional, finance, legal and marketing costs; and

(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses

**“Bus Improvements Contribution”**

means the sum of one hundred thousand pounds (£100,000) Index Linked to be paid by the Owner to the Council and to be given by the Council to TfL in order for TfL to apply the sum towards bus services between Cricklewood and Kilburn

**“Car Club”**

means a club which makes cars available to members to hire on

which information is contained within the Residential Travel Plan Welcome Pack and in which Occupiers of the Residential Units will be entitled to select one year's free membership from a package of sustainable transport initiatives

**“Car Club Parking Spaces”**

means not less than 2 (two) on-site street level parking spaces for Car Club vehicles provided that such number may be increased in accordance with the provisions of paragraph 2 of schedule 6 of this Deed

**“Charge”**

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

**“Chargee”**

means any mortgagee or chargee of the Affordable Housing Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable



such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

**“Childs Hill School Contribution”**

means the sum of **£15,000** (fifteen thousand pounds) Index Linked to be paid by the Owner to the Council towards the cost of a feasibility study for school highway safety measures at Childs Hill School, Dersingham Road, London, NW2 1SL

**“Clawback Amount”**

means a sum of money (A) to be paid prior to a Clawback Disposal and to be determined by the Council under Schedule 5 Part 1 paragraphs 1.15 to 1.18 using the following formula:

$$A = B - C$$

where:

B is the value of the Discounted Market Rent Housing Unit(s) to be valued on the assumption that such units are to be sold free of the restrictions in Schedule 5 Part 1 and based on the consideration to be paid under that Clawback Disposal for each Discounted Market Rent Housing Unit which is intended to be disposed; and

C is the value of the Discounted Market Rent Housing Unit(s) as at the date of the Planning Permission to be

valued on the assumption that such units are subject to the restrictions in Schedule 5 Part 1 such valuation to be agreed with the Council) and as adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function)

**“Clawback Disposal”**

means a disposal by way of the

- (a) transfer of the freehold interest; or
- (b) the grant of a leasehold interest of a term not less than 125 years; or
- (c) grant of an assured shorthold tenancy agreement or a short term let;

of one or more Discounted Market Rent Housing Units during the Covenant Period as a Market Unit

**“Commencement”**

means the commencement of the Development (or where relevant a Phase or a Development Parcel) by the undertaking of a material operation as defined by section 56(4) of the 1990 Act PROVIDED ALWAYS

THAT:

(a) ground investigations and/or site survey works;

(b) diversion, decommissioning and/or laying of services and service media for the supply of electricity, gas, water, sewerage, telecommunications or other utilities, media or services including the installation of a substation;

(c) construction of temporary boundary fencing or hoardings;

(d) temporary diversion of highways;

(e) archaeological investigation;

(f) noise attenuation works;

(g) demolition works;

(h) works of site clearance;

(i) remediation works;

(j) evacuation works to adjust and investigate ground levels, services and foundations on site;

(k) the laying out of routes for the construction of access and estate roads; and

(l) the digging of trenches in the location where the foundations of buildings will be located;

shall not be taken to be a material operation for the purposes of this Deed and “Commence Development”, “Commenced”, “Commencement” and “Commenced” shall be construed accordingly

**“Commercial/Community Floorspace”** means the (up to 1200 sqm) flexible commercial and community floor space within the Development

**“Commercial Travel Plan”** means the Travel Plan(s) relating to the Commercial/Community Floorspace

**“Completion”** means the date of a certificate issued to the Council by an architect or engineer on behalf of the Owner certifying that the Development or any Phase or Development Parcel or part of the Development has been completed for practical purposes and **“Completed”** shall be construed accordingly

**“CPI”** means the Consumer Prices Index

published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Parties might agree

**“CPZ”**

means the existing controlled parking zones in the vicinity of the Development

**“CPZ Review Contribution”**

means the sum of **£42,000** (forty two thousand pounds) Index-Linked (or any lesser amount calculated in accordance with Schedule 4 of this Agreement) to be paid by the Owner to the Council as a contribution towards the cost of a review of the CPZ to ascertain whether it will need to be revised as a result of each Development Parcel and, if it does, towards the costs of consultation on and implementation of any such revision

**“Contributions”**

means the Estimated Carbon Offset Contribution, the Additional Carbon Offset Contribution, the Childs Hill School Contribution, the CPZ Review Contribution, the Monitoring Contribution, the Residential Travel Plan Monitoring Contribution, the Skills and Employment Contribution, the Bus Improvements Contribution and the Traffic Management Order

Contribution

**“Covenant Period”**

means 15 (fifteen) years starting from (and including) the date of first Occupation of any Market Unit within a Development Parcel containing Discounted Market Rented Housing Units

**“Cricklewood Green”**

means the area of public realm shown shaded green on Plan 2

**“Date of Deemed Service”**

means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of Part 3 of Schedule 5 in accordance with the provisions of clause 16.2 PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)

**“Deed”**

means this agreement

**“Default Notice”**

means a notice in writing served on the Council by the Chargee under paragraph 3.1(a) of Part 3 of Schedule 5 of the Chargee’s intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units

**“Defects Liability Period”**

means such period of time following

Practical Completion of a Development Parcel in which a contractor may remedy defects as may be included in the building contract for the relevant Development Parcel

**“Development”**

means the development described in the Application, being “demolition of existing buildings and the comprehensive phased redevelopment of the site for a mix of uses including up to 1049 residential units (use class C3), and up to 1200 sqm of flexible commercial and community floor space (use classes A3/B1/D1 and D2) in buildings ranging from 3 to 18 storeys along with car and cycle parking, landscaping and associated works”

**“Development Parcel”**

means a ‘development parcel’ identified on the Phasing Plan as Development Parcel A, Development Parcel B, Development Parcel C and Development Parcel D respectively or as otherwise approved by the Council in a revised Phasing Plan

**“Development Viability Information”**

means the information required by:

Formula 1a, being:

- (a) Early Stage Review  
GDV;
- (b) Early Stage Review

Build Costs;

And Formula 2, being:

(c) Average Market Housing Value;

(d) Average London Affordable Rent Housing Value; and

(e) Average Intermediate Housing Value

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

**“Discounted Market Rent Housing”**

means housing offered to Eligible Renters:

(a) at a rent that is not more than 80 (eighty) per cent of local market rents;

(b) on the basis that annual housing costs, including rent and Service Charges must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report PROVIDED THAT such rents may be increased annually



during the term of any tenancy by the annual increase in CPI plus 1% (one per cent) or such other rate of annual change as Homes England may publish from time to time

**“Discounted Market Rent Housing Units”**

means an Intermediate Housing Unit to be made available for Discounted Market Rent Housing

**“Eligible Purchaser”**

means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £90,000 per annum

**“Eligible Renter”**

means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit or Discounted Market Rent Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement

being £60,000 and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report

**"Energy Monitoring Guidance"**

means the GLA's 'Be seen' energy monitoring guidance document (September 2021) as may be amended or replaced from time to time

**"Energy Monitoring Portal"**

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

**"Energy Statement"**

means the Energy Statement submitted with the Application and prepared by Meinhardt (UK) Ltd

**"Estimated Build Cost"**

means the sum of:

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

**"Estimated Carbon Offset Contribution"**

means the sum of £1,793,647.00 (one million seven hundred and ninety three thousand and six hundred and forty seven pounds) to be paid by the Owner to the Council

in accordance with Schedule 4 Part 2 to be spent on carbon reduction measures within the Borough

**“Estimated GDV”**

means the price at which a sale of the Market Units and the Commercial/Community Floorspace would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 5.2 of Schedule 5 based on detailed comparable market evidence to be assessed by the Council and assuming:

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

a prospective purchaser  
with a special interest;  
and

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

**“Expert”**

means an independent person  
holding appropriate professional  
qualifications appointed in  
accordance with the provisions of  
clause 11 of this Deed;

**“External Consultant”**

means an independent external  
consultant(s) appointed by the  
Council to assess the Development  
Viability Information and other  
information in accordance with the  
provisions of Schedule 5 paragraph 5

**“Formula 1a”**

means the formula identified as such  
in Part 5 of Schedule 5

**“Formula 2”**

means the formula identified as such  
in Part 5 of Schedule 5

**“GLA”**

means the Greater London Authority  
or any successor in statutory function

**“Habitable Room”**

means any room within a Residential  
Unit the primary use of which is for  
living, sleeping or dining and which

expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls

**“Healthcare Facility”**

means the community healthcare facility of not more than 145 sq. m. to be provided within Development Parcel A

**“Healthcare Marketing Strategy”**

means a strategy for the marketing of the Healthcare Facility to be submitted by the Owner to the Council

**“Higher Education Institution”**

means an education institution that provides a designated course that has been approved by the Department for Education for higher education study which allows the student to apply for government financed student loans and which includes the Owner

**“Highways Agreement”**

means one or more agreements entered into by the Owner pursuant to section 278 and/or section 38 of the Highways Act 1980

**“Highway Works Plan”**

means Plan 5

**“Highway Works”**

means:

- (a) improvement of the footway

between the Land and Cricklewood rail station (shaded blue on the Highway Works Plan);

(b) construction of a new pedestrian crossing on Cricklewood Lane at a location and subject to the details agreed with the Council in writing (shaded yellow on the Highway Works Plan);

(c) removal of the existing vehicular point on Cricklewood Lane and reinstatement of the footway (edged orange on the Highway Works Plan)

the respective locations of which are shown on the Highway Works Plan provided always that no works shall be required to be conducted on land which is not within the Owner's ownership or the adopted public highway

**“Household”**

means in relation to a person “A” A and all other persons who share that Intermediate Housing Unit with A and one another as their only or main residence of both A and such other persons

**“Household Income**

means:

(a) in relation to a single Eligible Purchaser or a single

Eligible Renter, the gross annual income of that Eligible Purchaser's or Eligible Renter's Household; and

(b) in relation to joint Eligible Purchasers or joint Eligible Renters the combined gross annual incomes of those Eligible Purchasers' or Eligible Renters' Household

**“Housing Need”**

means the need for Affordable Housing:

(a) in relation to London Affordable Rented Housing Units for those persons who meet the relevant criteria as set out in this Deed

(b) in relation to Intermediate Housing for those persons who meet an Eligible Purchaser or Eligible Renter criteria as appropriate

**“Index”**

means the “All Items” Retail Prices Index published by the Office for National Statistics (or any successor ministry department or organisation) or if such index is at the relevant time no longer published such other comparable index or basis for indexation as the Parties may agree

**“Index Linked”**

means the product (if any) of the amount of the Contributions payable under this Deed multiplied by A and divided by B where:

"A" is the most recently published figure for the Index prior to the date of the payment; and

"B" is the most recently published figure for the Index at the date of this Deed

**“Intention Notice”**

means a notice in writing served on the Chargee by the Council under the provisions of Schedule 5 Part 3 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

**“Interest”**

means interest at 4% (four percent) above the base lending rate of the Bank of England or such other bank as the Council may specify from time to time

**“Intermediate Housing”**

means London Shared Ownership Housing, Discounted Market Rent Housing or, in the alternative and at the election of the Owner in its absolute discretion, London Living Rent Housing or London Affordable Rented Housing



<b>“Intermediate Housing Unit”</b>	means an Affordable Housing Unit to be made available for Intermediate Housing and “Intermediate Housing Units” shall be construed accordingly
<b>“iTrace”</b>	means an online tool that supports the development and monitoring of travel plans in London
<b>“Land”</b>	means the land known as Broadway Retail Park, Cricklewood Lane, London NW2 1ES upon which the Development is to take place and against which the obligations in this Deed may be enforced which is at the date of this Deed registered at HM Land Registry under freehold title number AGL93472 and shown for the purpose of identification only edged red on Plan 1 (and for the avoidance of doubt the Land for the purpose of this Deed excludes the area shaded purple and the area shaded green, both of which are owned by statutory undertakers)
<b>“Local Employment Agreement”</b>	means an agreement to be entered into by the Owner and the Council in order to deliver the requirements set out in Schedule 7
<b>“London Affordable Rented Housing”</b>	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social

Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:

(a) including Service Charges, up to 80% (eighty per cent) of local market rents; and

(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's Funding Guidance

**“London Affordable Rented Housing Unit”**

means an Affordable Housing Unit to be made available for London Affordable Rented Housing together with any Additional Affordable Housing Units which are to be delivered as London Affordable Rented Housing

**“London Housing Design Standards”**

means the Mayor of London's standards for housing design in place at the time of construction of the Affordable Housing Units

**“London Living Rent Housing”**

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

(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;

(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;

(c) at rents not exceeding the relevant maximum rents published by the GLA annually; and

(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with subparagraph (c) above

**“London Living Rent Housing Units”**

means the Affordable Housing Units to be made available for London Living Rent Housing together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing

**“London Plan”**

means the London Plan published in

March 2021 (unless otherwise stated, as revised from time to time)

**“London Plan Annual Monitoring Report”**

means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy

**“London Shared Ownership Housing”**

means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the London Shared Ownership Lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the

London Plan Annual Monitoring Report; and **“London Shared Ownership Lease”** and **“London Shared Ownership Lessee”** shall be construed accordingly

**“London Shared Ownership Housing Unit”**

means an Affordable Housing Unit to be made available for London Shared Ownership Housing together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing

**“Market Unit”**

means the Residential Units in the Development that are not required to be provided as Affordable Housing

**“Market Value”**

means the price at which a sale of the Market Unit would have been completed unconditionally for cash consideration on the date of the submission of the Development Viability Information pursuant to paragraph 4.2 of Schedule 5 Part 5 based on detailed comparable market evidence to be assessed by the Council and assuming:

(a) a willing seller and a willing buyer;

(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest

(having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;

(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and

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

**“Mayor’s Funding Guidance”**

means "*Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance*" published by the Mayor of London in November 2016 or any update or replacement guidance

**"Monitoring Contribution"**

means the sum [of 2% of the Contributions (other than the Monitoring Contribution) and £500 for each of the other obligations on the Owner Index-Linked (up to a maximum of £50,000 (fifty thousand pounds))] being a contribution towards the Council's costs of monitoring the planning obligations in this Deed

**“Moratorium Period”**

means, in each instance where a Chargee has served a Default Notice under paragraph 3.1(a) of Schedule 5

Part 3, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)

**“National Apprenticeship Service”**

means the official national government body which supports funds and co-ordinates the delivery of Apprenticeships in England

**“National Apprenticeship Framework”**

means a set of requirements for an Apprenticeship programme used by training providers, colleges and employers to ensure that all Apprenticeship programmes are delivered consistently and to national standards including (but not limited to) a range of qualifications incorporating the following main strands: (a) a competence based element; (b) a technical element; (c) a skills element; and (d) any additional qualifications as may be required to give the most relevant skills and knowledge required for the job

**“Nomination Rights”**

means those rights granted by the Owner or the Affordable Housing Provider to the Council to nominate those persons in Housing Need to

Occupation of the Intermediate Housing Units and/or the London Affordable Rent Housing Units in accordance with the Council's allocation policy and the provisions of this Deed percentages as follows:

(a) 100% (one hundred percent) nomination for first Occupation; and

(b) 75% (seventy five percent) nomination for any subsequent Occupation

for the life of those dwellings unless otherwise agreed with the Council

**“Occupation”**

means in relation to the residential part of the Development (or where relevant a Phase or a Development Parcel) means occupation of any of the Residential Units for the purposes permitted by the Planning Permission and in relation to any non-residential parts of the Development (or where relevant any Phase or a Development Parcel) means occupation of any floorspace, but in either case does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and **“Occupy”, “Occupied”** and **“Occupiers”** shall be construed



accordingly

**“Option”**

means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 3.3 of Schedule 5 Part 3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units

**“Parking Permit”**

means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 or any subsequent amending legislation

**“Party”**

means each of the Council, the Owner and the Mortgagees

**“Phase”**

means a phase of the Development as shown on the Phasing Plan and where a Phase is followed by a letter means the Phase bearing that letter as per the Phasing Plan

**“Phasing Plan”**

means the phasing plan approved by the Council in accordance with the Planning Permission and attached as Appendix 1 to this Deed (as might be updated from time to time)

**“Plans”**

means the plans at Schedule 1 and where followed by a number means the plan bearing that number

**“Planning Permission”** means the outline planning permission for the Development to be granted by the Secretary of State pursuant to the Application and any variation thereof

**“Post Construction Assessment”** means the assessment for each Development Parcel of the Development to be carried out by an independent body to demonstrate compliance with the Energy Statement (for that Development Parcel or the Phase in which it is located) within 3 months of Practical Completion of the final Residential Unit in each Development Parcel and submitted to the Council for approval

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

**“Progression Into Employment (less than 6 months)”** means a work placement of at least 13 weeks’ duration to a Barnet Participant who has been registered as unemployed for less than 6

	months
<b>“Progression Into Employment (6 months or more)”</b>	means a work placement of at least 24 weeks’ duration to a Barnet Participant who has been registered as unemployed for more than 6 months
<b>“Public Square”</b>	means the part of the Development shown shaded blue on Plan 3
<b>“Public Subsidy”</b>	means funding from the Council and/or the GLA together with any additional public subsidy received by the Owner to support the delivery of the Development
<b>“Purchased LLR Unit”</b>	means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with Part 4 of Schedule 5
<b>“Reasonable Endeavours”</b>	means <ul style="list-style-type: none"> <li>(i) in respect of the obligations contained within Schedule 9, that the Owner has: <ul style="list-style-type: none"> <li>a) approached Network Rail by way of written communication (including email) in respect of the proposed scheme of improvements to the underside</li> </ul> </li> </ul>

of Cricklewood Railway Bridge on Cricklewood Lane by way of improvements to lighting and delivery of public art with details and drawings of the proposed scheme;

- b) responded as expediently as reasonably practicable to any correspondence issued by Network Rail to the Owner in relation to the proposed scheme of improvements to the Cricklewood Railway Bridge;
- c) sought an initial meeting with Network Rail to discuss the proposed scheme of improvements to Cricklewood Railway Bridge;
- d) sought to accommodate Network Rail's reasonable comments on the proposed scheme of improvements to Cricklewood Railway Bridge where reasonably practicable to do so and where Network Rail has provided written reasons for any amendments sought in such comments;

(ii) in respect of the obligations within Schedule 13, that the Owner has:

- a) approached the Council as

landowner of Cricklewood Green by way of written communication (including email) in respect of the proposed scheme of improvements to Cricklewood Green;

- b) responded as expediently as reasonably practicable to any correspondence issued by Council as landowner of Cricklewood Green to the Owner in relation to the proposed scheme of improvements to Cricklewood Green;
- c) sought an initial meeting with Council as landowner of Cricklewood Green to discuss the proposed scheme of improvements to Cricklewood Green having provided the details of the proposed scheme to the Council at least 7 Working Days prior to the meeting;
- d) sought to accommodate the Council's (as landowner of Cricklewood Green) reasonable comments on the proposed scheme of improvements to Cricklewood Green where reasonably

practicable to do so and where the Council as landowner of Cricklewood Green has provided written reasons for any amendments sought in such comments and where such amendments would not require planning permission; and

(iii) in all other circumstances, that the Owner has exerted itself to perform the relevant obligation in a manner which:

- a) demonstrates that it has taken serious and detailed consideration of its contractual commitment under this Deed and the fact that the Planning Permission would not have been granted without there being a planning obligation of that nature included within this Deed;
- b) has utilised such reasonable methods as are likely to achieve the desired result and recognising that it is of material importance that the result is achieved; and
- c) in the event that the first attempt at securing the desired result is unsuccessful then

(unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has investigated alternative means of achieving the desired result with a view to securing performance of the obligation.

**“Rent Guidance”**

means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation

**“Rent Standard”**

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation

<b>“Reportable Unit”</b>	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
<b>“Reportable Unit (Energy Centre)”</b>	means either a connection to third-party District Heating Network, a self-contained Energy Centre serving multiple residential/non-residential properties (within the Site) or a self-contained energy system serving multiple residential properties (within a Development Parcel)
<b>“Reportable Unit (Residential)”</b>	means a Development Parcel of five or more flats or a group of five or more houses
<b>“Reportable Unit (Non-Residential)”</b>	means a Development Parcel with a single occupier/tenant (including block of flats' communal areas) or a Development Parcel with multiple tenants
<b>“Residential Travel Plan”</b>	means the Travel Plan relating to the residential part of the Development
<b>“Residential Unit”</b>	means the units of residential accommodation to be provided by the Development being the Affordable Housing Units and a Market Units as the context required and the term <b>“Residential Units”</b> shall be construed accordingly
<b>“Review Date”</b>	means the date of the submission of



the Development Viability Information pursuant to paragraph 4.2 of Schedule 5 paragraph 4

**“Section 73 Permission”**

means a subsequent planning permission granted pursuant to section 73 of the 1990 Act which varies and/or removes any condition attached to the Planning Permission

**“Secretary of State”**

means the Secretary of State for Levelling Up, Housing and Communities (or such other Minister of the Crown to whom the power to hear and determine the Appeal may from time to time be transferred) or any appropriate officer, inspector or body appointed by the Secretary of State for Levelling Up, Housing and Communities having the authority to act on their behalf

**“Service Charge”**

means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit or Intermediate Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit or Intermediate

Housing Unit

**"Social Rented Housing"**

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

**"Skills and Employment Contribution"**

means the sum calculated in accordance with paragraph 3 of Schedule 7

**"Skills and Enterprise Partners"**

means services and organisation notified to the Owner by the Council's Skills and Enterprise team including but not limited to, the following :-

(a) relevant Barnet Council services working on the skills and enterprise and welfare reform agendas;

(b) local schools

(c) further education colleges;

(d) Middlesex University

(e) job centres;

(f) work programme providers;

such other skills and enterprise partners as nominated by the Council's Skills and Enterprise team

**"Staircasing"**

means the acquisition by a London Shared Ownership Lessee of additional equity in an Intermediate Housing Unit up to a maximum of 100 per cent equity and **"Staircased"** shall be construed accordingly

**"Substantial"**

means the occurrence of the

**Implementation”**

following in respect of the Development:

a) completion of all enabling and ground preparation works of the first Development Parcel to be constructed;

b) completion of the foundations for the core of the first Development Parcel to be constructed;

c) construction of ground floor slab of the first Development Parcel to be constructed; and

d) letting of a contract or contracts for the principal packages of construction of a Development Parcel

**“Substantial Implementation Target Date”**

means the date 24 (twenty-four) months from but excluding the date of grant of approval of the first reserved matters application in respect of the Planning Permission

**“Sums Due”**

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

	administrative fees costs and expenses
<b>“Surplus”</b>	has the meaning ascribed to it in Formula 1a
<b>“Target Rents”</b>	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
<b>“TfL”</b>	means Transport for London or any statutory successor
<b>“Traffic Management Order Contribution”</b>	means the sum of <b>£2,500</b> (two thousand five hundred pounds) Index-Linked to be paid by the Owner to the Council as a contribution towards the costs of amendments to an existing Traffic Management Order in the vicinity of the Development to ensure that the Occupants of the Development are prevented from purchasing parking permits in local CPZs
<b>“Travel Plan”</b>	means the Residential Travel Plan and/or the Commercial Travel Plan (as relevant) which is TRICS compliant (in the case of the

Residential Travel Plan) and iTRACE compliant (in the case of the Commercial Travel Plan) which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by occupiers, employees, residents and/or visitors to the Development (as appropriate) in order to minimise reliance on the use of private cars

**“Travel Plan Coordinator”** means a person appointed by the Owner to act as Coordinator of the relevant Travel Plan in being responsible for the implementation of, monitoring of and progress reporting on the Travel Plan

**“Travel Plan Monitoring Contributions”** means in relation to the Residential Travel Plans across all Development Parcels the sum of **£20,000** (twenty thousand pounds) Index Linked and in relation to the Commercial Travel Plans across all Development Parcels the sum of **£20,000** (twenty thousand pounds) Index Linked, in each case to be paid by the Owner to the Council as a contribution towards the Council’s costs of monitoring the relevant Travel Plan

**“Travel Plan Review”** means a review of the provisions of the relevant Travel Plan as approved by the Council to establish whether it

is meeting its stated objectives and targets including any revised targets and action plans required to give effect to its objectives

**“Travel Plan Welcome Pack”**

means a pack containing among other things a summary of the relevant Travel Plan together with information on the Car Club, local cycling and walking networks, information on public transport including routes and current timetables for local bus and rail services

**“Work Experience”**

means work experience placements of a minimum of 10 days for Barnet Participants (or such other persons as may be agreed by the Council), and work experience for the purposes of this Deed can also include entry into employment and university student placements

**“Working Day”**

means a day that is not a Saturday, Sunday or public holiday in England

1.2 In this Deed:

1.2.1 reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force;

- 1.2.2 the headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Deed;
- 1.2.3 reference to any clause, sub-clause, paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed;
- 1.2.4 unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa;
- 1.2.5 words of the one gender include other genders and words denoting actual persons include bodies corporate, companies, corporations and firms and all such words shall be construed as interchangeable in that manner;
- 1.2.6 words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction;
- 1.2.7 covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated;
- 1.2.8 reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council shall mean any successor to its respective statutory functions.

## **2 STATUTORY AUTHORITY AND ENFORCEABILITY**

- 2.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and subject to clause 2.2, all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of section 106 and are (subject to the terms of this Deed) enforceable by the Council not only against the Owner but also against any successors in title to the respective interests of the Owner (unless otherwise stated in this Deed).

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into by the Council pursuant to the powers contained in section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and in respect of the obligations in Schedule 8 section 16 of the Greater London Council (General Powers) Act 1974.

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

The provisions of this Deed shall become binding following:

- (a) the grant of the Planning Permission by the Secretary of State; and
- (b) Commencement of Development

save for the provisions of clause 2 (Statutory Authority and Enforceability) clause 4.2 (Fees), clause 11 (Dispute Provisions), clause 15 (Notices) and clause 21` (Jurisdiction) which shall come into effect on completion of this Deed.

### **4 OWNER'S AND COUNCIL COVENANTS**

- 4.1 The Owner covenants with the Council to observe and perform the obligations set out in in this Deed and in the Schedules to this Deed.
- 4.2 The Owner covenants to pay on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.
- 4.3 The Council covenants with the Owner to observe and perform the obligations set out in Schedule 15 to this Deed at the time and in the manner there specified.

### **5 SECRETARY OF STATE**

- 5.1 If the Secretary of State determines that any obligation (or any part of an obligation) contained within this Agreement is not an obligation to which regard should be had for the purposes of regulation 122 of the CIL



Regulations 2010 or otherwise, or which should not carry weight in the determination of the Application and the Secretary of State so states in their decision, then the relevant obligation shall immediately (without any further act by the Parties) cease to have any effect to the extent determined by the Secretary of State in his decision and the Owner shall be under no obligation to comply with the obligation but the remainder of the obligations in this Agreement (if any) shall remain legally effective and binding.

- 5.2 For the avoidance of doubt, none of the planning obligations in this Agreement shall be legally effective and binding on the Parties if the Secretary of State determines the call-in such that planning permission is refused.
- 5.3 In the event that the Secretary of State imposes a condition on the Planning Permission as a replacement for one or more of the obligations in this Agreement, and this is specified within the decision letter, then the said provisions of this Agreement shall thereafter have no legal effect to the extent determined by the Secretary of State in his decision.

## **6 EXCLUSIONS**

- 6.1 Subject to Schedule 5 Part 1 paragraph 1.9, this Deed shall not bind or be enforceable against the following:
- (a) any persons after they have disposed of all of their interests in the Land (or in the event of a disposal of part against the part disposed of) so that such persons shall be released from all liability contained in this Deed but this release shall be without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
  - (b) lessees, tenants or occupiers of Residential Units or Commercial/Community Floorspace (apart from in relation to the obligations in Schedule 8);
  - (c) any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity, gas, water, drainage, telecommunication or data services or public transport services; or

- (d) the mortgagees and/or chargees of any persons who fall within (a) to (c) above.

## **7 MORTGAGEES' CONSENT**

- 7.1 The Mortgagees acknowledge and declare that this Deed has been entered into by the Owner with their respective consent and that the Land shall be bound by the obligations contained in this Deed and that the security of their respective charges over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagees (and any future mortgagee or chargee of all or part of the Land) shall otherwise have no liability under this Deed unless they take possession of the Land as mortgagee in possession, in which case they too will be bound by the obligations contained in this Deed being persons deriving title from the Owner.

## **8 DETERMINATION OF THE PLANNING PERMISSION**

- 8.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that:
  - (a) the Planning Permission shall lapse without having been implemented;  
or
  - (b) the Planning Permission shall be revoked; or
  - (c) if the Owner shall before Commencement of Development shall implement any subsequent planning permission for the permanent redevelopment of the Land which prevents implementation of the Planning Permission in accordance with its terms; or
  - (d) if the Planning Permission is quashed on judicial or statutory review without being thereafter re-granted.
- 8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 8 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

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

## **9 CONSENT AND GOOD FAITH IN RELATION TO THIS DEED**

- 9.1 It is hereby agreed and declared that any agreement, approval, consent, confirmation, comment, declaration or expression of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing.
- 9.2 The Council shall not be required to pay any costs in the giving of any such agreement etc referred to in clause 8.1 to any other Party.

## **10 VERIFICATION AND ENFORCEMENT**

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

## **11 DISPUTE PROVISIONS**

- 11.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under this Deed) which cannot be resolved by prior agreement between the Parties then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body

chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties.

- 11.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 11.3.
- 11.3 The Expert shall be required to give notice to each Party inviting each to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.
- 11.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 11.5 The provisions of this clause 11 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction.

## **12 POWERS OF THE COUNCIL**

- 12.1 Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

## **13 WAIVER**

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

obligations or restrictions or from acting up on any subsequent breach or default in respect thereof by the Owner.

#### **14 SEVERABILITY**

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

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

#### **15 SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED**

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

#### **16 NOTICES**

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

- (a) in the case of the Council at the address for the Council stated at the head of this Deed or any other address previously notified by the Council in writing;
- (b) in the case of the Owner and/or the Mortgagees at the address for the Owner and/or the Mortgagees stated at the head of this Deed or any other address previously notified by the Owner and/or Mortgagees in writing;
- (c) in the case of any successors in title to the Owner and/or the Mortgagees, to their registered office address or any other address provided to the Parties

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

- (a) if delivered personally, when left at the address and for the contact referred to in this clause 15;
- (b) if sent by pre-paid first class post or recorded delivery, on the date the notice is received;
- (c) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

## 17 CHANGE OF OWNERSHIP

The Owner covenants to give the Council immediate written notice of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) **PROVIDED ALWAYS THAT** the Owner shall not be required to give any such notice to the Council where the new owner is:

- (a) an owner, lessee, tenant or occupier of an individual Residential Unit;  
or
- (b) a Statutory Undertaker or similar utility provider.

## **18 SECTION 73 PERMISSION**

In the event that a Section 73 Permission is granted the Parties acknowledge that the obligations in this Deed shall bind the Land in respect of that consent PROVIDED THAT the Council when determining any section 73 application relating to the Land shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Deed) be secured by way of a new deed or supplemental deed or deed of modification pursuant to section 106 (or section 106A) of the 1990 Act.

## **19 INTEREST ON LATE PAYMENT**

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

## **20 THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms **PROVIDED ALWAYS THAT** nothing in this Deed shall prevent any successors in title to any of the Parties from being able to benefit or to enforce the provisions of this Deed (and in the case of the Council) the successor to its respective statutory functions.

## **21 REGISTRATION OF THIS DEED**

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

## **22 GOVERNING LAW AND JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and subject to the exclusive jurisdiction of the English courts.

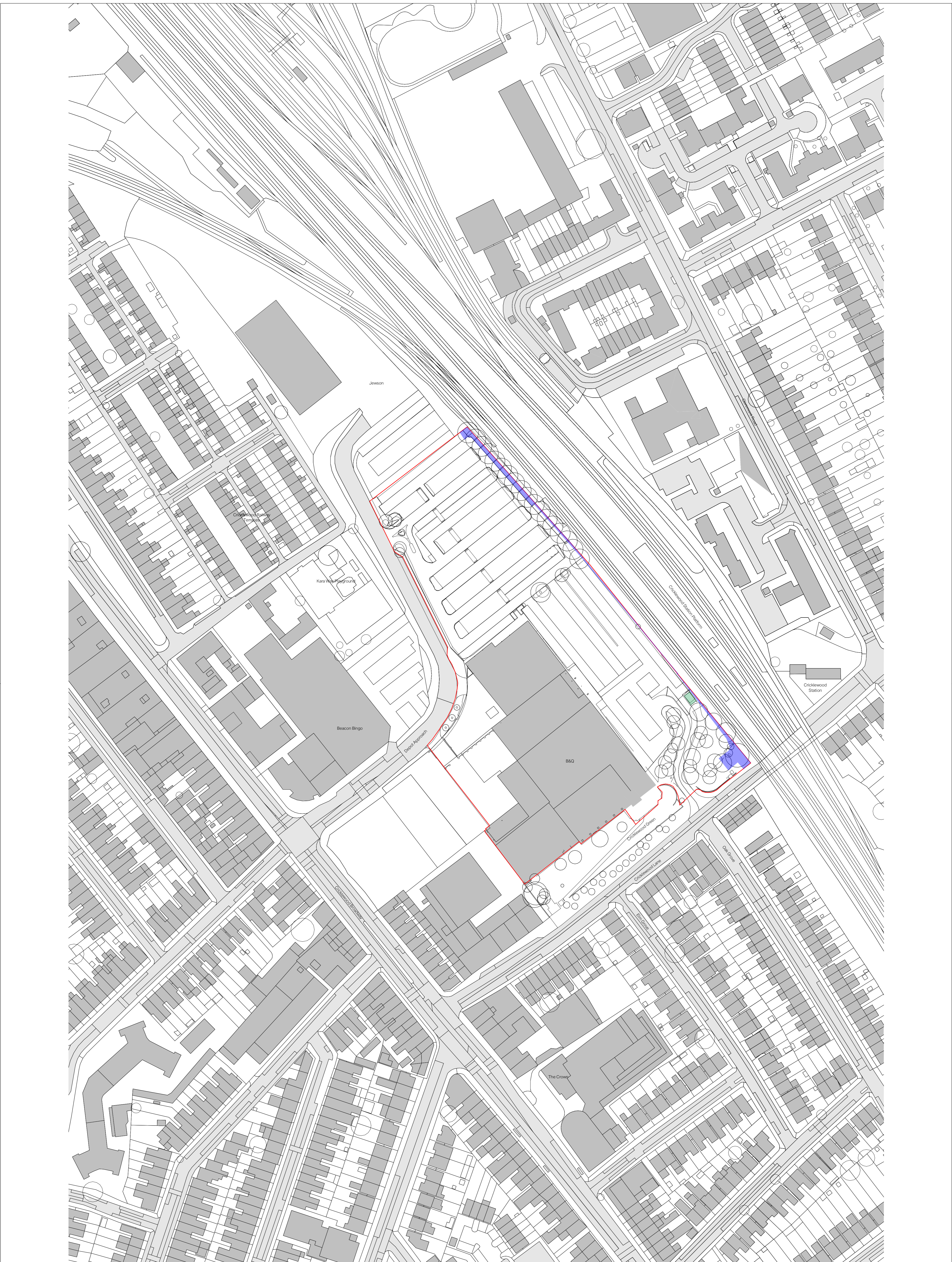
**IN WITNESS** of which this Deed has been executed by the Parties as a Deed and delivered on the day and year first above written.



## SCHEDULE 1 - PLANS

## PLAN 1 – THE LAND





Keypan

North

N  
|  
O

Notes:  
 1. Do not scale  
 2. Contractor to check all dimensions and errors to the Architect  
 3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared  
 4. This drawing is issued in digital format as an uncontrolled version to enable the recipient to prepare their own documents/drawings/models for which they are solely responsible. This drawing is based on project information current at the time of issue. EPR Architects Limited accepts no liability for any alterations or additions to or discrepancies arising out of any change to such project information that occurs to the information after it is issued by EPR Architects Limited  
 5. This drawing does not contain shared coordinates and is not issued for coordination purposes.

No.	Revision	Date	Initial	Chk'd
6	Data Drop 04	200710	SN	SN
5	Data Drop 02	200711	AJ	SN
4	Draft Data Drop 02	200710	AJ	SN
3	Data Drop 01	191213	RM	SN
2	For Information	191004	RM	SN
1	For Information	190724	RM	SN

No.	Revision	Date	Initial	Chk'd
6	Data Drop 04	200710	SN	SN
5	Data Drop 02	200711	AJ	SN
4	Draft Data Drop 02	200710	AJ	SN
3	Data Drop 01	191213	RM	SN
2	For Information	191004	RM	SN
1	For Information	190724	RM	SN

AGL85832

AGL73762

Application boundary

Existing building

Existing road

All site boundaries and legal demises are indicative and shown for information only, based on desktop studies of land registry and record information, and are subject to survey and verification on site.

**EPR Architects**  
 30 Millbank, London SW1P 4DU  
 4440205 73327090  
 www.epr.co.uk

**B&Q Cricklewood Lane NW2 1ES**

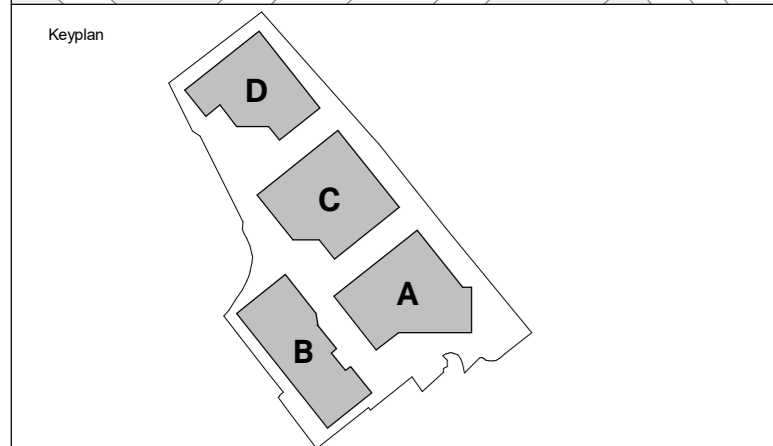
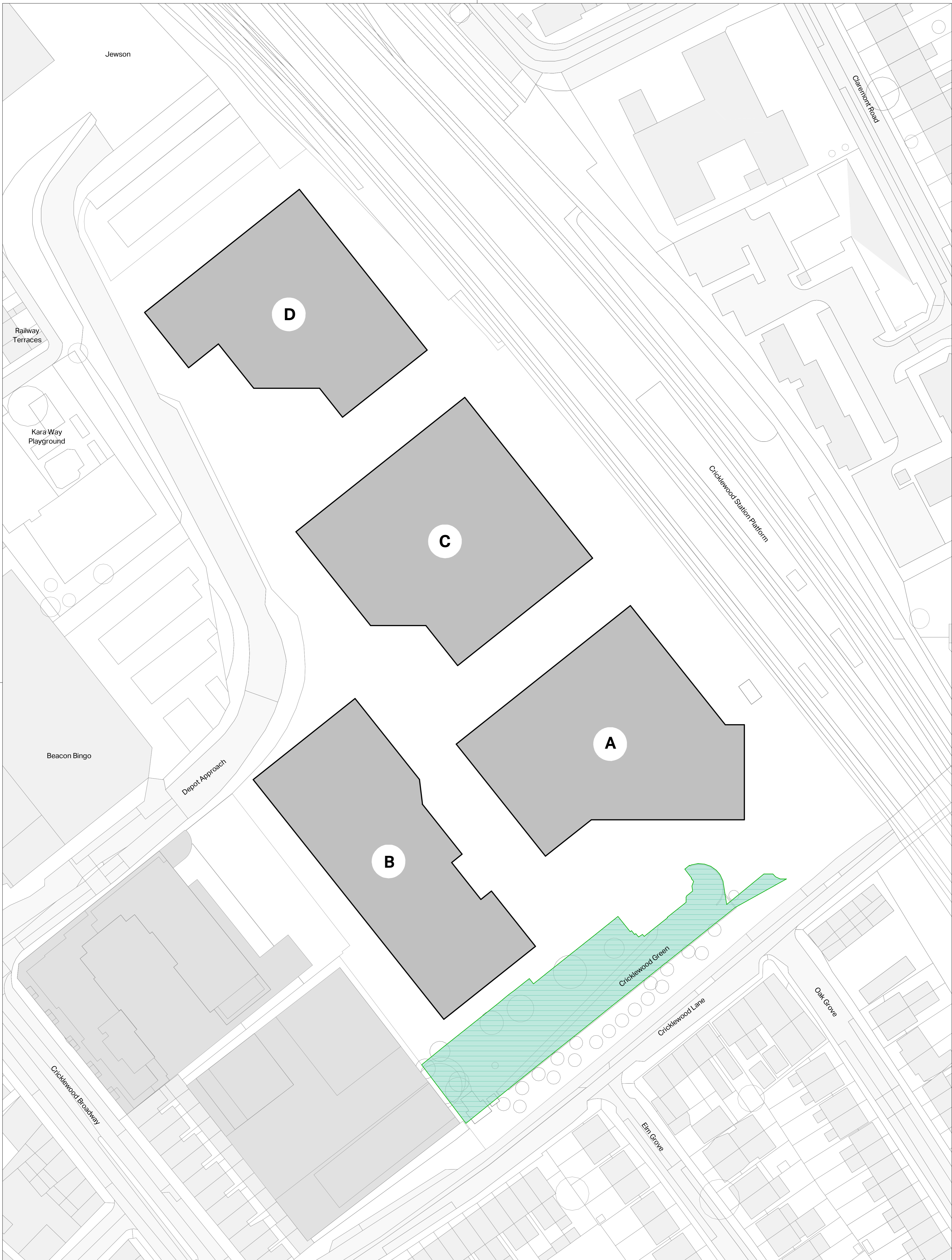
**Land Ownership Plan**

Scale @A1 Status Suitability Revision  
 1:1000 For Approval - P1

Project Code Originator Zone Level Type Role Class Number  
 10965 - EPR - XX - DR - A - TP - 0110



PLAN 2 – CRICKLEWOOD GREEN



North

N

Notes:  
 1. Do not scale  
 2. Contractor to check all dimensions and report omissions and errors to the Architect  
 3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared  
 4. This drawing is issued in digital format as an uncontrolled version to enable the recipient to prepare their own documents/drawings/models for which they are solely responsible. This drawing is based on project information current at the time of issue. EPR Architects Limited accepts no liability for any alterations or additions to or discrepancies arising out of any change to such project information that occurs to the information after it is issued by EPR Architects Limited  
 5. This drawing does not contain shared coordinates and is not issued for coordination purposes.

No.	Revision	Date	Initial	Chk'd
1	For Information	21/09/22	AJ	SN

**EPR Architects**  
 30 Millbank, London SW1P 4DU  
 +44(0)20 73327800  
 www.epr.co.uk

**B&Q Cricklewood Lane  
 NW2 1ES**

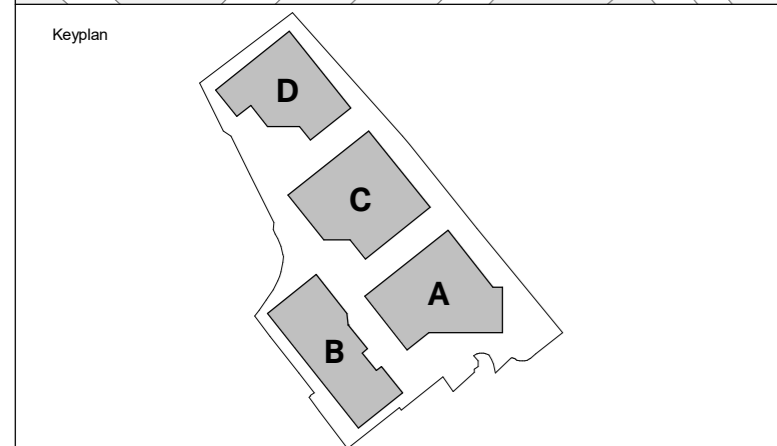
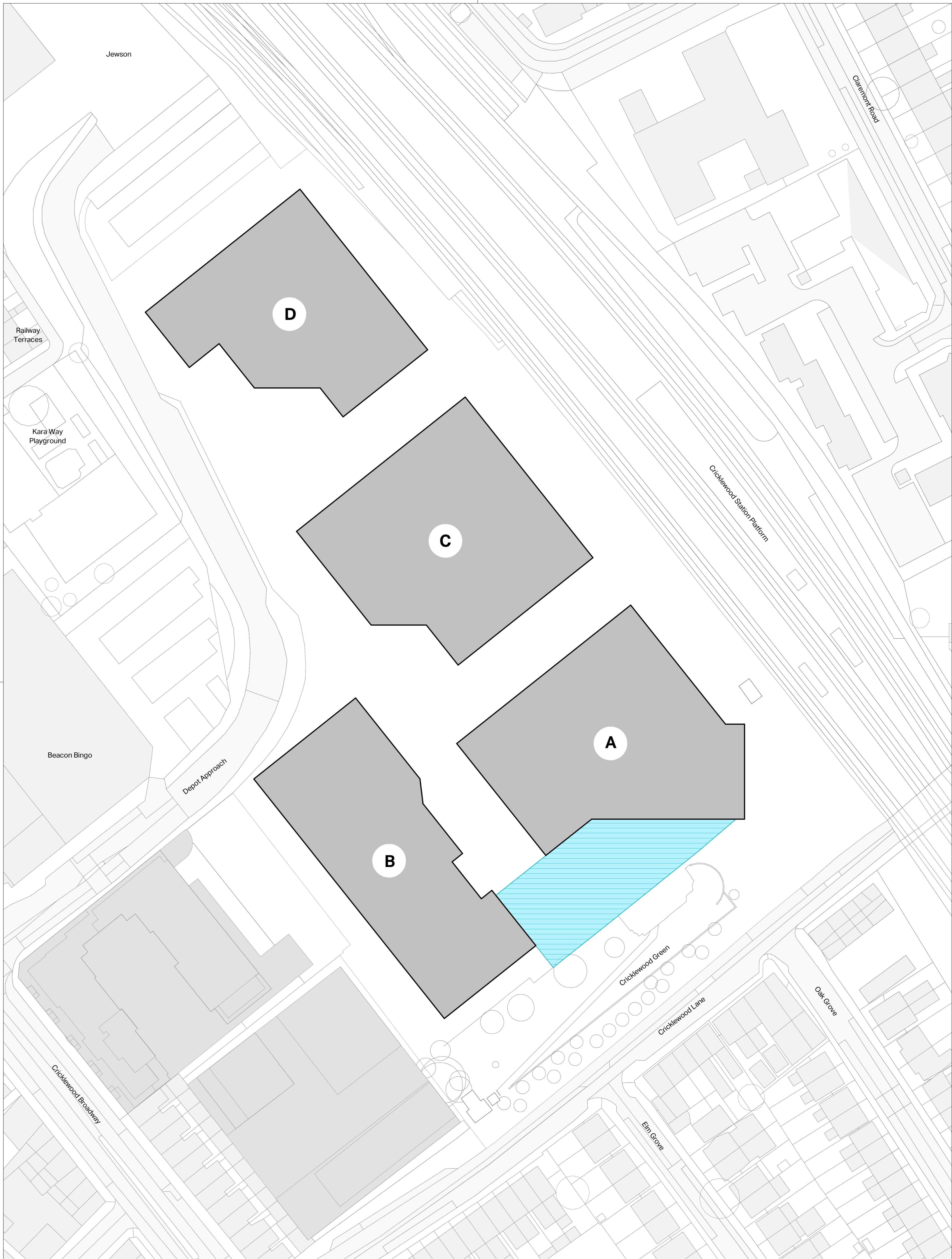
**Cricklewood Green**

Scale @A1	Status	Suitability	Revision
1:500	For Information	S2	P1

Project Code	Originator	Zone	Level	Type	Role	Class	Number
10965	EPR	XX	XX	DR	A	TP	0108

## PLAN 3 – PUBLIC SQUARE





North

N

Notes:  
 1. Do not scale  
 2. Contractor to check all dimensions and report omissions and errors to the Architect  
 3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared  
 4. This drawing is issued in digital format as an uncontrolled version to enable the recipient to prepare their own documents/drawings/models for which they are solely responsible. This drawing is based on project information current at the time of issue. EPR Architects Limited accepts no liability for any alterations or additions to or discrepancies arising out of any change to such project information that occurs to the information after it is issued by EPR Architects Limited  
 5. This drawing does not contain shared coordinates and is not issued for coordination purposes.

No.	Revision	Date	Initial	Chk'd
1	For Information	21/09/22	AJ	SN

Scale	Status	Suitability	Revision
1:500	For Information	S2	P1

**EPR Architects**  
 30 Millbank, London SW1P 4DU  
 +44(0)20 73327800  
 www.epr.co.uk

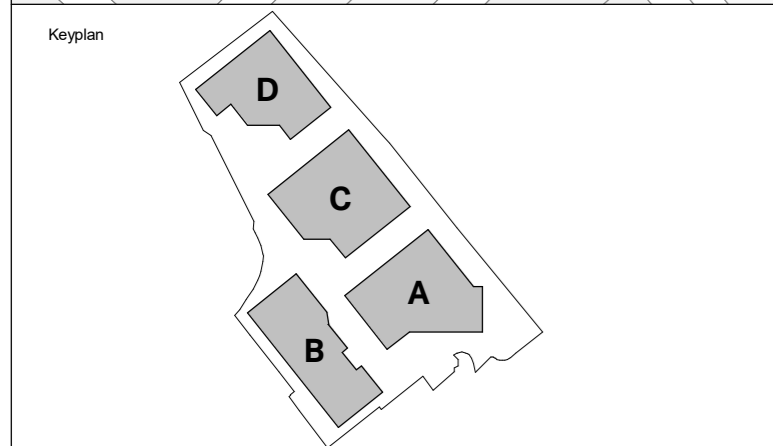
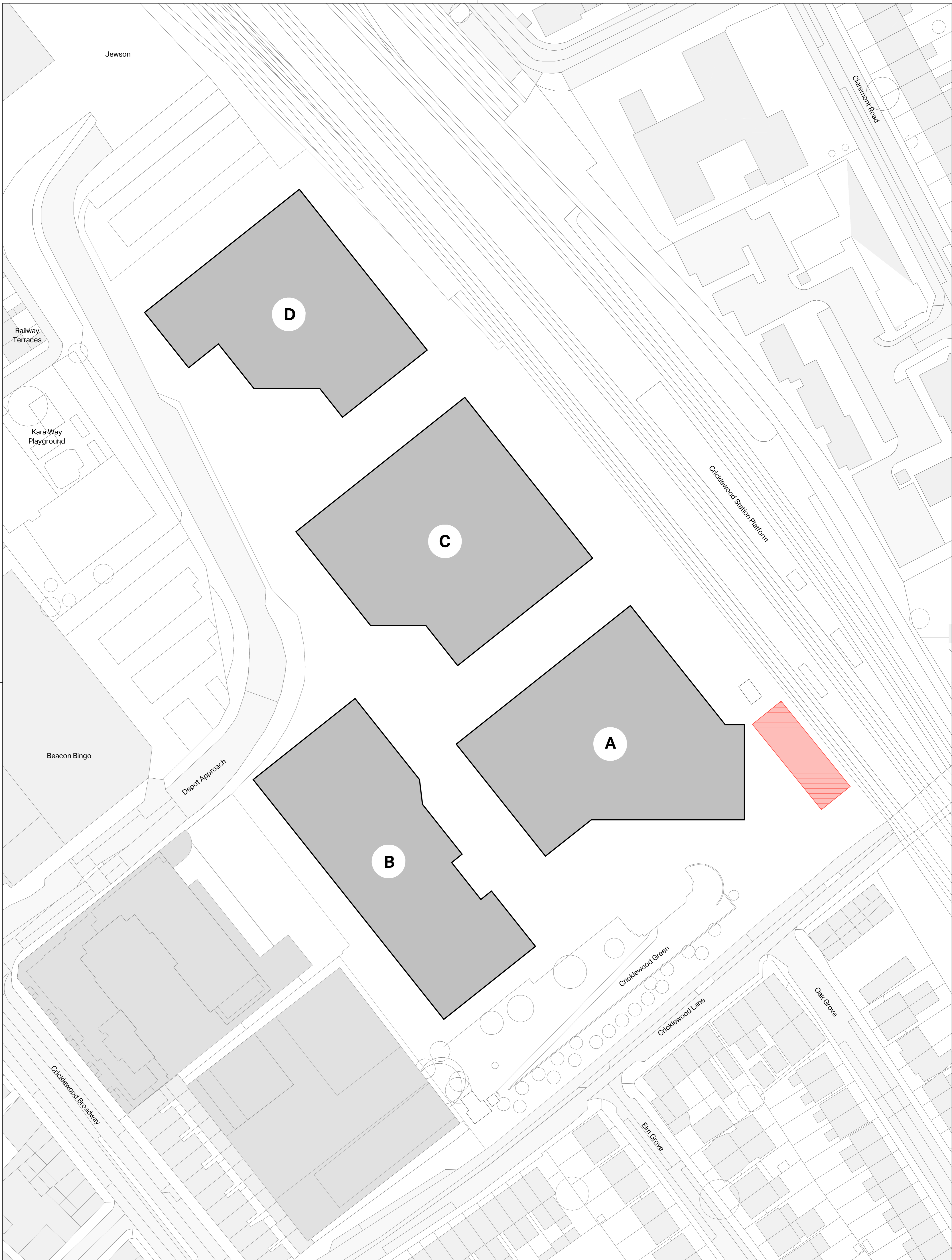
**B&Q Cricklewood Lane  
 NW2 1ES**

**Public Square**

Project Code: 10965 - EPR-XX-XX-DR-A-TP-0109

PLAN 4 – AREA TO BE SAFEGUARDED IN ACCORDANCE WITH SCHEDULE 11





North

N

Notes:

1. Do not scale
2. Contractor to check all dimensions and report omissions and errors to the Architect
3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared
4. This drawing is issued in digital format as an uncontrolled version to enable the recipient to prepare their own documents/drawings/models for which they are solely responsible. This drawing is based on project information current at the time of issue. EPR Architects Limited accepts no liability for any alterations or additions to or discrepancies arising out of any change to such project information that occurs to the information after it is issued by EPR Architects Limited
5. This drawing does not contain shared coordinates and is not issued for coordination purposes.

No.	Revision	Date	Initial	Chk'd
1	For Information	21/09/22	AJ	SN

**EPR Architects**  
 30 Millbank, London SW1P 4DU  
 +44(0)20 73327800  
 www.epr.co.uk

**B&Q Cricklewood Lane  
 NW2 1ES**

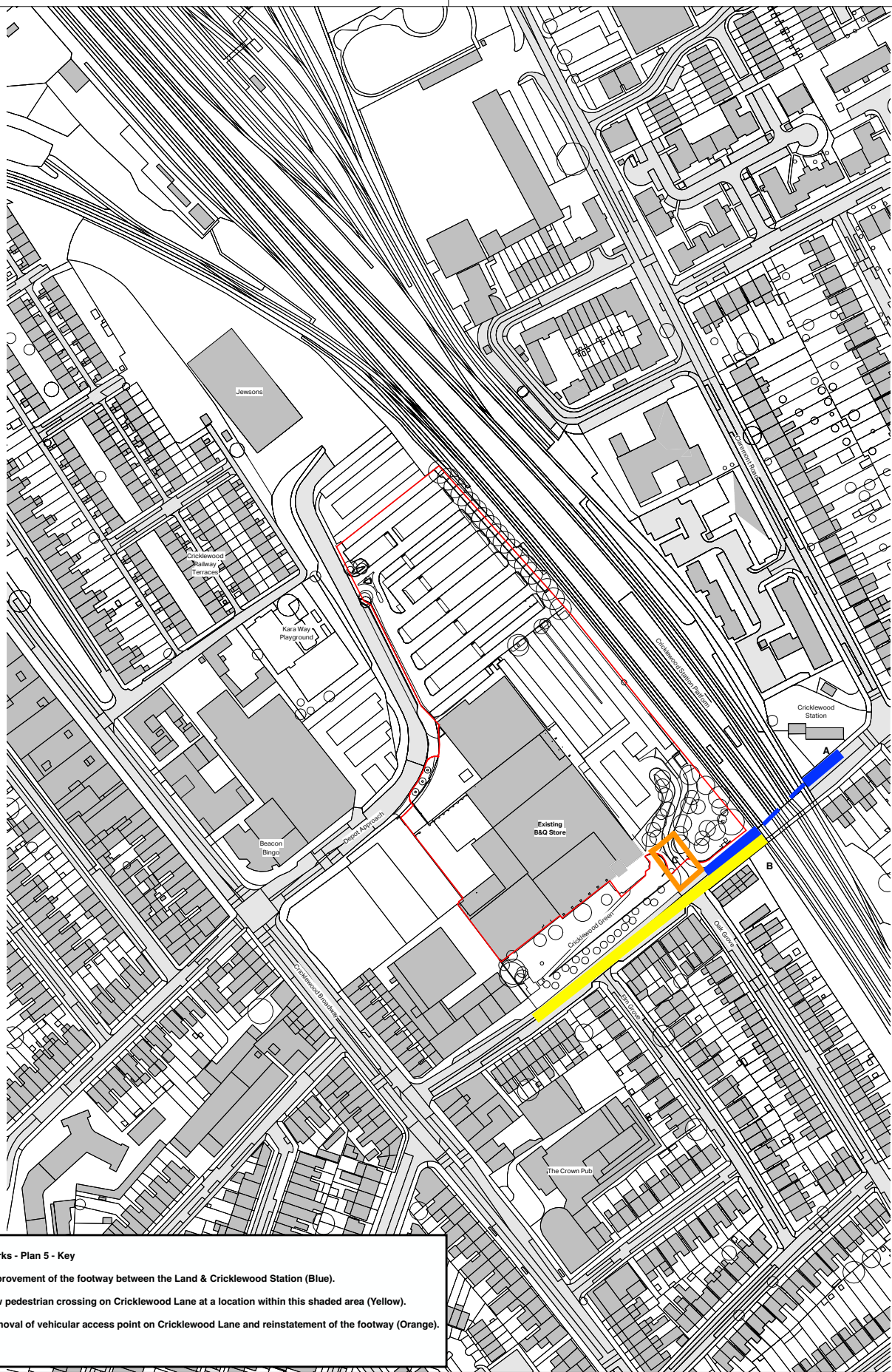
**Section 106  
 Safeguarded land for new station access**

Scale	Status	Suitability	Revision
1:500	For Information	S2	P1

Project Code: Originator Zone Level Type Role Class Number  
 10965 - EPR-XX-XX-DR-A-TP-0107

## PLAN 5 – HIGHWAY WORKS PLAN





**Highway Works - Plan 5 - Key**

- **A. Improvement of the footway between the Land & Cricklewood Station (Blue).**
- **B. New pedestrian crossing on Cricklewood Lane at a location within this shaded area (Yellow).**
- **C. Removal of vehicular access point on Cricklewood Lane and reinstatement of the footway (Orange).**

Revised	Date	Initial	Checked

Notes:

1. Do not scale.
2. Do not check dimensions and report concerns and errors to the architect.
3. Do not check details including the use of details to ensure they are the same for all views.
4. Do not check details for junctions other than those to which it was prepared.
5. This plan is based on the information provided to the architect and is not intended to be a final plan.
6. This plan is based on the information provided to the architect and is not intended to be a final plan.
7. This plan is based on the information provided to the architect and is not intended to be a final plan.
8. This plan is based on the information provided to the architect and is not intended to be a final plan.

For Approval	Date	Initial	Checked

Outline Application boundary  
 Existing building  
 Existing road

NOTE: All site boundaries and legal details are indicated and shown for information only based on the best available information of the property and records information and are subject to survey and verification on site.

**EPR Architects**  
 25 Millers, London NW10 6JL  
 020 8996 1000  
 epr@eprarchitects.co.uk

B&Q Cricklewood Lane  
 NW2 1ES

Location Plan  
 Outline Application Boundary

Scale: 1:1000  
 Date: 2023/01/10  
 For Approval

Sheet: S4 - P1

**Highway Works Plan 5**

**SCHEDULE 2 - NOT USED**

### **SCHEDULE 3 - NOTICES**

The Owner hereby covenants that it shall give to the Council at the address stated at the head of this Deed (or such other address as the Council shall have previously notified to it) no less than twenty (20) Working Days prior written notice of the intended date of:

1 Commencement of:

- (a) the Development;
- (b) each Phase; and
- (c) each Development Parcel.

2 First Occupation of:

- (a) the Development;
- (b) each Phase;
- (c) each Development Parcel;
- (d) more than 50% of the Market Units in each Development Parcel; and
- (e) more than 80% of the Market Units in each Development Parcel.

## **SCHEDULE 4 – THE CONTRIBUTIONS**

### **PART 1**

The Owner hereby covenants with the Council to pay the Contributions as follows:

- 1 The Monitoring Contribution as follows:
  - (a) 30% prior to Commencement of Development Parcel A;
  - (b) 20% prior to Commencement of Development Parcel B;
  - (c) 25% prior to Commencement of Development Parcel C; and
  - (d) 25% prior to Commencement of Development Parcel D.
  
- 2 The Owner covenants not to Commence or permit the Commencement of a Development Parcel until the proportion of the Monitoring Contribution payable in respect of that Development Parcel has been paid in full.
  
- 3 Prior to first Occupation of Development Parcel A:
  - (a) 30% of the CPZ Review Contribution provided that in the event that the Council confirms to the Owner in writing that the review of the CPZ carried out by the Council using the CPZ Review Contribution concludes that no revision of the CPZ is necessary as a result of the Development, any unspent balance of the CPZ Review Contribution shall be repayable to the Owner in accordance with Schedule 15 and no further payment of the CPZ Review Contribution shall be required to be paid by the Owner;
  - (b) 30% of the Bus Improvements Contribution;
  - (c) 30% of the Travel Plan Monitoring Contributions;
  - (d) 30% of the Traffic Management Order Contribution; and
  - (e) 30% of the Childs Hill School Contribution.
  
- 4 Prior to first Occupation of Development Parcel B:

- (a) 20% of the CPZ Review Contribution provided that in the event that the review of the CPZ to be carried out by the Council using the CPZ Review Contribution concludes that no revision of the CPZ is necessary as a result of the Development, any unspent balance of the CPZ Review Contribution shall be repayable to the Owner in accordance with Schedule 15;
- (b) 20% of the Bus Improvements Contribution;
- (c) 20% of the Travel Plan Monitoring Contributions;
- (d) 20% of the Traffic Management Order Contribution; and
- (e) 20% of the Childs Hill School Contribution.

5 Prior to first Occupation of Development Parcel C:

- (a) 25% of the CPZ Review Contribution provided that in the event that the review of the CPZ to be carried out by the Council using the CPZ Review Contribution concludes that no revision of the CPZ is necessary as a result of the Development, any unspent balance of the CPZ Review Contribution shall be repayable to the Owner in accordance with Schedule 15;
- (b) 25% of the Bus Improvements Contribution;
- (c) 25% of the Travel Plan Monitoring Contributions;
- (d) 25% of the Traffic Management Order Contribution; and
- (e) 25% of the Childs Hill School Contribution.

6 Prior to first Occupation of Development Parcel D:

- (a) 25% of the CPZ Review Contribution provided that in the event that the review of the CPZ to be carried out by the Council using the CPZ Review Contribution concludes that no revision of the CPZ is necessary as a result of the Development, any unspent balance of the CPZ Review Contribution shall be repayable to the Owner in accordance

with Schedule 15;

- (b) 25% of the Bus Improvements Contribution;
- (c) 25% of the Travel Plan Monitoring Contributions;
- (d) 25% of the Traffic Management Order Contribution; and
- (e) 25% of the Childs Hill School Contribution.

7 The Owner covenants not to Occupy or permit the Occupation of a Development Parcel until the above contributions in respect of that Development Parcel have been paid in full.

## **PART 2**

### **1 Carbon Offset**

1.1 On or prior to Commencement of each Development Parcel the Owner shall pay to the Council the Estimated Carbon Offset Contribution for that Development Parcel as follows:

- (a) 30% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development Parcel A;
- (b) 20% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development Parcel B;
- (c) 25% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development Parcel C; and
- (d) 25% of the Estimated Carbon Offset Contribution on or prior to Commencement of Development Parcel D.

1.2 The Owner covenants not to Commence or permit Commencement of a Development Parcel until it has paid the Council the Estimated Carbon Offset Contribution for that Development Parcel.

1.3 The Owner shall within six months (or other such period agreed in writing by



the Council) of Practical Completion of a Development Parcel submit the Post Construction Assessment for that Development Parcel to the Council together with:

- (a) the Owner's calculation of the Actual CO<sub>2</sub> Offset Contribution for that Development Parcel in accordance with the As Built Part L Calculations; and
- (b) the Owner's calculation of the difference between the Estimated Offset Contribution for that Development Parcel and the Actual CO<sub>2</sub> Offset Contribution for that Development Parcel.

1.4 Prior to Occupation of not more than 80% of Residential Units within the relevant Development Parcel the Owner shall agree the calculation of the Actual CO<sub>2</sub> Offset Contribution for that Development Parcel in writing with the Council or in default of agreement as determined by the Expert in accordance with clause 11 of this Deed and within one (1) month of such agreement between the Parties or determination by the Expert:

- (a) in the event the Actual CO<sub>2</sub> Offset Contribution for that Development Parcel is greater than the Estimated Carbon Offset Contribution for that Development Parcel, the Owner shall pay to the Council the Additional Carbon Offset Contribution; or
- (b) in the event the Actual CO<sub>2</sub> Offset Payment for that Development Parcel is less than the Estimated Carbon Offset Contribution for that Phase, the Council shall refund to the Owner the difference between the two amounts.

1.5 The Owner covenants not to Occupy or permit Occupation of more than 80% of the Residential Units in each Development Parcel until it has complied with the obligation in paragraph 1.4(a) of this Schedule 4 if such obligation arises.

## **SCHEDULE 5 - AFFORDABLE HOUSING**

### **Part 1 - Completion and Transfer**

- 1.1 The Owner shall submit the Affordable Housing Delivery Schedule for each Development Parcel to the Council for its written approval within 6 months of Commencement of that Development Parcel.
- 1.2 The Owner shall give in respect of each Development Parcel no less than three (3) calendar months prior written notice of the anticipated date of Completion of the Affordable Housing Units in the relevant Development Parcel to the Council's Affordable Housing Liaison Coordinator.
- 1.3 The Owner shall not Occupy or permit the Occupation of the Market Units in each Development Parcel until the Affordable Housing Delivery Schedule for that Development Parcel has been submitted and approved by the Council.
- 1.4 The Owner shall comply with the Affordable Housing Delivery Schedule as approved and shall complete the Affordable Housing Units in accordance with the London Housing Design Standards and the Planning Permission.
- 1.5 The Owner shall grant a freehold interest or a not less than 125 (one hundred and twenty-five) year leasehold interest on a full repairing and insuring basis in the Affordable Housing Units (save in respect of any Discounted Market Rent Housing Units) for each Development Parcel to a nominated Affordable Housing Provider free from all encumbrances prior to the Occupation of 50% of the Market Units in the same Development Parcel and on the terms contained in the Affordable Housing Delivery Schedule and shall not Occupy more than 50% of the Market Units in the same Development Parcel until all the Affordable Housing Units for that Development Parcel have been transferred to an Affordable Housing Provider (save in respect of any Discounted Market Rent Housing Units) unless the Council shall otherwise agree.
- 1.6 The Owner shall provide to the Council evidence of the transfer of the freehold or leasehold interest of the Affordable Housing Units (save in respect of any

Discounted Market Rent Housing Units) within 5 (five) Working Days of completion of the relevant transfer.

- 1.7 The Owner shall ensure that the London Affordable Rented Housing Units shall only be occupied as London Affordable Rented Housing and the Intermediate Housing shall only be Occupied as Intermediate Housing during the lifetime of the Development.
- 1.8 The Owner shall ensure that the Discounted Market Rent Housing Units shall only be occupied as Discounted Market Rent Housing for the duration of the Covenant Period.
- 1.9 The Owner or the Affordable Housing Provider shall grant Nomination Rights to the Council prior to first Occupation of the first Affordable Housing Unit (other than any London Shared Ownership Housing Unit and/or any Discounted Market Rent Housing Unit).
- 1.10 The Owner shall not permit any first Occupation or any subsequent Occupation of an Affordable Housing Unit (other than any London Shared Ownership Housing Unit and/or any Discounted Market Rent Housing Unit) otherwise than in accordance with the Nomination Rights.
- 1.11 Each London Shared Ownership Housing Unit shall on first sale be marketed:
  - (a) with priority given for a period of not less than 3 months (**the Initial Marketing Period**) to Eligible Purchasers who live or work in the Council's administrative area; and
  - (b) following expiry of the Initial Marketing Period to Eligible Purchasers who live or work in Greater London.
- 1.12 Subject to paragraph 1.19 of this Schedule 5, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to the Council.

- 1.13 Not less than 30 Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:
- (a) the anticipated date of that Clawback Disposal;
  - (b) the Discounted Market Rented Housing Unit(s) which are intended to be disposed as a Clawback Disposal and its size in m<sup>2</sup> and number of Habitable Rooms;
  - (c) the amount of consideration to be paid under that Clawback Disposal for each Discounted Market Rented Housing Unit which is intended to be disposed as a Clawback Disposal (including documentary evidence);
  - (d) the Owner's calculation of the Clawback Amount; and
  - (e) the identity and address of the person(s) to whom the Discounted Market Rented Housing Unit(s) are intended to be disposed.
- 1.14 The Council shall assess the information submitted under paragraph 1.13 of this Schedule to determine the Clawback Amount.
- 1.15 The Council may appoint an External Consultant to assess the information submitted under paragraph 1.13 of this Schedule and to determine the Clawback Amount.
- 1.16 If the Council and/or its External Consultant requests from the Owner further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with a copy to the other party) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council and/or its External Consultant has all the information it reasonably requires to determine the Clawback Amount.
- 1.17 The Council shall notify the Owner in writing of the Clawback Amount and shall use reasonable endeavours to do so no later than 20 Working Days after receipt of the information submitted under paragraph 1.13 of this Schedule 5.

- 1.18 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraph 1.13 of this Schedule and in determining the Clawback Amount including those of any External Consultant appointed under paragraph 1.15 of this Schedule 5 within 20 Working Days of receipt of a written request for payment.
- 1.19 If the Council has not notified the Owner in writing of the Clawback Amount within 30 Working Days of receipt of the information submitted under paragraph 1.13 of this Schedule, the Owner may cause or permit a Clawback Disposal once it has paid to the Council an amount that the Owner reasonably estimates to be the Clawback Amount (the "**Estimated Clawback Amount**") PROVIDED THAT no later than 10 Working Days after the Council notifies the Owner in writing of the Clawback Amount (or, if a dispute relating to the Clawback Amount is referred to dispute resolution in accordance with clause 11, no later than 10 Working Days after the final determination of the Clawback Amount), the Owner shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is less than or equal to zero) together with interest accrued on such difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference calculated in accordance with this paragraph.
- 1.20 The Council shall use the Clawback Amount to provide Affordable Housing in its administrative area.
- 1.21 The Owner shall notify the Council in writing promptly upon the completion of a Clawback Disposal.
- 1.22 The obligations contained within this Part 1 shall not be binding on:
- (a) any persons or their mortgagees or successors in title who exercise any form of statutory, right to acquire or right to buy (including preserved right to buy);
  - (b) an owner of a London Shared Ownership Housing Unit who has staircased to 100% equity in the relevant London Shared Ownership Housing Unit; or

- (c) a Chargee, provided it has complied with the obligations contained within Part 3 of this Schedule 5.

## **Part 2 - Quantum, tenure and delivery**

### **Quantum, tenure and delivery**

- 2.1 The Owner shall provide the Affordable Housing Units in accordance with the Affordable Housing Tenure Split, the Affordable Housing Delivery Schedule and the requirements of this Schedule PROVIDED THAT no less than the Affordable Housing Minimum Provision shall be provided as part of the Development on the Land.
- 2.2 The Affordable Housing Units and Additional Affordable Housing Units shall together not exceed 50 per cent (by Habitable Room) of the Residential Units PROVIDED THAT the tenure split of the Affordable Housing Units across the Development accords with the Affordable Housing Tenure Split.

## **Part 3 - Chargee in Possession Provisions**

### **Chargee in possession**

- 3.1 The Owner and the Council acknowledge that the obligations set out in this Schedule shall not be binding on a Chargee who in the event of taking possession under the terms of its charge of any or all of the Affordable Housing Units:
- (a) serves a Default Notice on the Council in accordance with the provisions of clause 15 of this Deed prior to seeking to dispose of the relevant Affordable Housing Units;
  - (b) when serving the Default Notice, provides to the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
  - (c) subject to paragraphs 3.2, 3.3, and 3.5 below, does not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the

expiry of the Moratorium Period except in accordance with paragraph 3.6 below.

- 3.2 Following service of the Default Notice the Council may serve an Intention Notice on the Chargee from the first day of the Moratorium Period to (but excluding) the date falling one calendar month later.
- 3.3 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or an Affordable Housing Provider nominated by the Council) the Option, which shall include but not be limited to the following terms:
- (a) the sale and purchase shall be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) with any variations that may be agreed between the parties to the Option (acting reasonably);
  - (b) the price for the sale and purchase shall be agreed in accordance with paragraph 3.4 below or determined in accordance with paragraph 3.5 below;
  - (c) provided that the purchase price has been agreed in accordance with paragraph 3.4 below or determined in accordance with paragraph 3.5 below, the Council (or its nominated Affordable Housing Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
  - (d) the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
  - (e) any other terms agreed between the parties to the Option (acting reasonably).

3.4 Following service of the Intention Notice:

- (a) the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated Affordable Housing Provider) in relation to the Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- (b) the Council (or its nominated Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall be the higher of:
  - i. the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule; and
  - ii. unless otherwise agreed in writing between the Council (or its nominated Affordable Housing Provider) and the Chargee, the Sums Due.

3.5 In the event that on the date falling 10 (ten) Working Days after service of the Intention Notice, the Council (or its nominated Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 3.4(b) above:

- (a) the Council (or its nominated Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable housing within the London area to determine the price and, if the identity is agreed, shall appoint such independent surveyor to determine the price;
- (b) if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the Council (or its nominated Affordable Housing Provider) and the Chargee have not been able to agree the identity of an



independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the price;

- (c) the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 3.4(b) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;
- (d) the independent surveyor shall act as an expert and not as an arbitrator;
- (e) the fees and expenses of the independent surveyor are to be borne equally by the parties to the dispute;
- (f) the independent surveyor shall make his/her decision and notify the Council, the Council's nominated Affordable Housing Provider (if any) and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and
- (g) the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

3.6 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- (a) the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- (b) the Council (or its nominated Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

- (c) the Council (or its nominated Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

3.7 The Council (and its nominated Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 3.1 to 3.6 above (inclusive).

## **Part 4 - London Living Rent**

### **London Living Rent Housing Units**

- 4.1 At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
- 4.2 If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 4.1 above, the Owner of the relevant Development Parcel shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
- 4.3 On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Owner of the relevant Development Parcel may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
- 4.4 On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 4.2 or 4.3 above, that unit shall cease

to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.

- 4.5 The Owner of the relevant Development Parcel shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units within that Development Parcel other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

## **Part 5 - Submission of Viability Review**

### **Submission of Viability Review and Use of Surplus Profit**

#### **5.1 Viability Review Trigger**

- 5.1.1 The Owner shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 5.1.2 No later than 5 (five) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 5.1.3 Following the Owner's notification pursuant to paragraph 5.1.1 of this Schedule, the Owner shall afford the Council access to the Land to inspect and assess whether or not the works which have been undertaken achieve the Substantial Implementation PROVIDED ALWAYS THAT the Council and its agents shall:
- (a) provide the Owner with reasonable written notice of its intention to carry out such an inspection;

- (b) comply fully with relevant health and safety legislation, the Owner's site rules and regulations applicable as at the time of access, policy and best practice; and
- (c) at all times be accompanied by the Owner or its agent.

5.1.4 No later than 20 Working Days after the Council receives:

- (a) notice pursuant to paragraph 5.1.1 of this Schedule; or
- (b) if the Council makes a request under paragraph 5.1.2 of this Schedule, the additional documentary evidence,

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

5.1.5 If the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then paragraphs 5.1.1 to 5.1.4 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 5.1.4 of this Schedule that Substantial Implementation has been achieved.

5.1.6 Any dispute between the Council and the Owner concerning whether or not Substantial Implementation has occurred may be referred to an Expert in accordance with the dispute resolution procedure in clause 11 of this Deed.

5.1.7 The Owner shall not Occupy the Development or any part thereof until:

- (a) the Council has notified the Owner pursuant to paragraph 5.1.4 of this Schedule that Substantial Implementation has been achieved on or before Substantial Implementation Target Date;
- (b) the Council has notified the Owner pursuant to paragraph 5.3.4 of this Schedule that (or the Expert has determined) that the Surplus is zero; or

- (c) if the Council notifies the Owner pursuant to paragraph 5.3.4 of this Schedule (or the Expert has determined that the Surplus is greater than zero, the Additional Affordable Housing Scheme has been approved by the Council or the terms of the Additional Affordable Housing Scheme have been determined by an Expert in accordance with the dispute resolution procedure in clause 11 of this Deed.

## 5.2 Submission of Development Viability Information and other information

5.2.1 Where it has been determined that Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council or the Expert),

- (a) the Owner shall submit the following information no later than 20 (twenty) Working Days after the date on which the Owner is notified pursuant to paragraphs 5.1.4 or 5.1.5 of this Schedule 5 that Substantial Implementation has not been achieved (and the Council may make such information publicly available):

- (i) the Development Viability Information;
- (ii) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero the Surplus shall be deemed to be zero) and Formula 2, thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided; and
- (iii) where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and

- (b) paragraphs 5.3 and 5.4 of this Schedule shall apply.

## 5.3 Assessment of Development Viability Information and other information

5.3.1 The Council shall assess the information submitted pursuant to paragraph 5.2 of this Schedule and assess whether in its view there is a Surplus and for the avoidance of doubt the Council will be entitled to rely on its own evidence in

determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

5.3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 5.2 of this Schedule.

5.3.3 In the event that the Council and/or any External Consultant requires further Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or any External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.

5.3.4 When the Council or its External Consultant has completed its assessment of the information submitted pursuant to paragraph 5.2 of this Schedule, the Council shall notify the Owner in writing of the Council's decision as to whether there is a Surplus.

5.3.5 Where the Council concludes that there is a Surplus and its findings as to either whether or not there is, in fact, a Surplus or the quantum of that Surplus are different to the findings of the Owner in its Viability Review as submitted pursuant to paragraph 5.2, then the External Consultant (or the Council, as appropriate) must provide their written assessment together with full reasons and evidence in support of their conclusions to the Owner and the Owner may then:

- i. accept the findings of the Council or External Consultant and agree to the Surplus which the Council or its External Consultant has calculated; or
- ii. produce further supporting evidence to the Council or its External Consultant within 20 Working Days and both parties shall then use ~~r~~Reasonable ~~e~~Endeavours to agree whether there

is a Surplus, and if so, the quantum of the Surplus within a further 10 Working Days from receipt of additional supporting evidence provided by the Owner to the Council under this paragraph 5.3.5.

5.3.6 Where the Council concludes that a Surplus arises but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 10 Working Days of the date on which it receives the Council's notice pursuant to paragraph 5.3.4 of this Schedule.

5.3.7 If the Council's assessment pursuant to paragraph 5.3.4 of this Schedule concludes that:

(a) a Surplus arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or

(b) a Surplus arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2;

then in either scenario the Owner shall pay any such Surplus allocatable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

5.3.8 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 5.2 of this Schedule including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

5.3.9 For the avoidance of doubt any dispute arising in connection with the provisions contained in this paragraph 5 of Part 5 of this Schedule 5 may be referred by either party to an Expert for determination in accordance with clause 11 of this Deed.

#### 5.4 Delivery of Additional Affordable Housing

5.4.1 Where it is determined pursuant to paragraph 5.3.4 of this Schedule that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 60% of the Market Units in a Development Parcel unless and until it has:

(a) practically completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme for the Development Parcel approved by the Council, transferred the Additional Affordable Housing Units to the Affordable Housing Provider and made them available for Occupation; and

(b) paid any remaining Surplus, if any, pursuant to paragraph 5.3.6 of this Schedule to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

5.4.2 The Parties agree that the terms of paragraphs 5.1 to 5.3 (inclusive) of this Schedule shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

5.4.3 Any Additional Affordable Housing Units provided pursuant to this paragraph 5.4 shall cease to be Market Units.

## 5.5 Monitoring

5.5.1 The parties acknowledge and agree that as soon as reasonably practicable following receipt of relevant reserved matters approvals, the Owner shall report to the Council the number and tenure of the Affordable Housing Units by unit and Habitable Room and the Council shall thereafter report to the GLA through the London Development Database.

5.5.2 The Parties acknowledge and agree that the Council shall report the following information to the GLA through the London Development Database as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraphs 5.3.4 or 5.3.5 of this Schedule or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 5.3.6 of this Schedule:



- (a) the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);
- (b) any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
- (c) the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 5.3.6 of this Schedule.

## 5.6 Formula 1a and Formula 2

5.6.1 **Formula 1a** shall be as set out below (where X is the Surplus available to provide Additional Affordable Housing):

$$X = ((A - B) - (D - E)) - P$$

Where:

**A** = Estimated GDV (£)

**B** =  $A \div (C + 1)$

**C** = Percentage change in the Land Registry House Price Index for the Council's administrative area from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

**D** = Estimated Build Costs (£)

**E** =  $D \div (F + 1)$

**F** = Percentage change in the BCIS All in Tender Index ("BCIS TPI") from grant of Planning Permission to Review Date (using the latest index figures publicly available) (%)

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

**Y** = 20%, being developer profit as a percentage of GDV for the Market Units and Commercial Units as determined as part of the review (%)

### Notes:

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

(D – E) represents the change in Build Costs from the date of the planning permission to the date of the review.

5.6.2 **Formula 2** shall be as set out below (where X is the London Rented Additional Affordable Housing requirement and Y is the Intermediate Additional Affordable Housing requirement):

$$X = [(E * F) \div (A - B)] \div D$$

$$Y = [(E * G) \div (A - C)] \div D$$

Where:

**A** = Average Market Unit Value (£ per m<sup>2</sup>)

**B** = Average London Rent Housing Value (£ per m<sup>2</sup>)

**C** = Average Intermediate Housing Value (£ per m<sup>2</sup>)

**D** = Average Habitable Room size for the Development [m<sup>2</sup>]

**E** = Surplus profit available for Additional Affordable Housing Units as determined in Formula 1a (£)

**F** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for London Affordable Rented Housing (%)

**G** = Percentage of surplus profit available for Additional Affordable Housing Units to be used for Intermediate Housing (%)

Notes:

(A – B) represents the difference in average value of Market Units per m<sup>2</sup> and average value of London Affordable Rented Housing per m<sup>2</sup> (£)

(A – C) represents the difference in Average Market Unit Value and Average Intermediate Housing Value per m<sup>2</sup> (£)

(E \* F) represents the surplus profit to be used for London Affordable Rented Housing (£)

(E \* G) represents the surplus profit to be used for Intermediate Housing (£)

(E \* F) ÷ (A – B) represents the additional London Affordable Rented Housing requirement (m<sup>2</sup>)

(E \* G) ÷ (A – C) represents the additional Intermediate Housing requirement (m<sup>2</sup>)

## **SCHEDULE 6 – CAR CLUB AND TRAVEL PLANS**

### **Part 1 - Car Club and Residential Travel Plan**

The Owner hereby covenants with the Council that references in this Part 1 of Schedule 6 to the “Travel Plan” (and related references) are to the Residential Travel Plan and covenants as follows:

#### Car Club

1. The Owner shall procure that the Car Club Parking Spaces are available to Occupiers and residents within the Development or in the vicinity of the Development as agreed with the Council in writing as follows:
  - (a) one Car Club Space on or prior to Occupation of the second Development Parcel to be Practically Completed; and
  - (b) one Car Club Space on or prior to Occupation of the third Development Parcel to be Practically Completed.
2. The Owner shall monitor the use of the Car Club Spaces as part of the Residential Travel Plan monitoring and provide the Council with the details of the uptake. In the event that the Car Club Parking Spaces are used at a rate of 75% average annual daily use, the Owner shall use Reasonable Endeavours to procure that up to 3 (three) additional car parking spaces are made available to Occupiers and residents in the vicinity of the Development which when procured, shall form part of the Car Club Parking Spaces and the Owner undertakes not to Occupy or permit the Occupation of the last Development Parcel until 2 Car Club Spaces have been provided.

#### Travel Plan

3. The Owner shall submit the Travel Plan in respect of a Development Parcel for approval by the Council not later than 3 (three) months prior to the anticipated date of first Occupation of the first Residential Unit within that Development Parcel (PROVIDED ALWAYS THAT the Owner may at its sole discretion elect to submit a Travel Plan which relates to more than one Development Parcel).

4. The Owner shall appoint a Travel Plan Coordinator no later than 3 (three) months prior to the anticipated date of first Occupation of the first Residential Unit within the relevant Development Parcel and upon appointment provision to the Council of the name and contact details of the Travel Plan Coordinator and for the avoidance of doubt one person may be appointed as Travel Plan Coordinator in respect of the Travel Plans of more than one Development Parcel should the Owner so elect.
5. The Owner shall not Occupy or permit Occupation of any of the Residential Units within a Development Parcel until the Travel Plan Coordinator has been appointed and commenced duties in respect of the relevant Development Parcel.
6. The Owner shall procure that the Travel Plan Coordinator for the relevant Development Parcel will remain in position throughout the whole of the period provided for in paragraphs 13 and 14 (if applicable) below unless otherwise agreed in writing with the Council.
7. If there is any change during the period specified in paragraph 5 above to the identity of the Travel Plan Coordinator that the contact details of the new Travel Plan Coordinator will be provided immediately to the Council following appointment.
8. The Owner shall provide a Travel Plan Welcome Pack to:
  - 8.1 the first Occupiers of each Residential Unit within the relevant Development Parcel within three months of the date the Occupier first Occupies the relevant Residential Unit; and
  - 8.2 subsequent Occupiers of a Residential Unit within the relevant Development Parcel if Occupation of the Residential Unit changes within five years of the date the Travel Plan is first implemented.
9. The Owner shall carry out TRICS compliant surveys of Occupiers of and visitors to the Residential Units in respect of each Development Parcel which for

avoidance of doubt shall consist of a minimum of 50% (fifty percent) response rate from those surveyed

- 9.1 no later than 4 (four) months from the date the first Residential Unit is Occupied within the relevant Development Parcel (and if a Travel Plan is submitted in respect of more than one Development Parcel then in respect of the date of Occupation of the first Residential Unit within all of the relevant Development Parcels); and
- 9.2 in the same calendar month of the first, third and fifth anniversary thereof from the date upon which the first review is conducted pursuant to paragraph 9.1 above.
10. The Owner shall submit a revised Travel Plan in respect of the relevant Development Parcel(s) to the Council for its approval incorporating results of the surveys carried out in paragraph 9.1 above within 2 (two) months of conducting such surveys.
11. The Owner shall submit a Travel Plan Review in respect of the relevant Development Parcel(s) to the Council for its approval within one month of the surveys carried out pursuant to paragraph 9.2 above.
12. The Owner shall within six weeks of receipt of the Council's written response under paragraph 11 above revise the Travel Plan and the Travel Plan Review in respect of the relevant Development Parcel(s) submitted pursuant to paragraphs 9 and 10 above so as to incorporate any comments made by the Council.
13. The Owner shall promote and notify Occupiers of the approved or revised Travel Plan and the approved or revised Travel Plan Review in respect of the relevant Development Parcel(s) within one month of the Council approving the same.
14. The Owner shall implement the requirements contained within the Travel Plan in respect of the relevant Development Parcel(s) as approved from the date of

approval by the Council up to a period of 5 (five) years from first Occupation of the final Residential Unit within the relevant Development Parcel(s).

15. If the Travel Plan in respect of the relevant Development Parcel(s) does not fulfil the targets contained within it by the end of the 5 (five) years specified in paragraph 13 above, the Owner shall provide an updated revised Travel Plan in respect of the relevant Development Parcel(s) for the Council's approval with a request for an extension of the implementation period upon which the period may be extended with the agreement of the Council the additional cost of which will be met by the Owner and to implement the requirements contained within the updated revised Travel Plan in respect of the relevant Development Parcel(s) from the date of approval by the Council.
16. The Owner shall provide and make available an incentive fund for Occupants of the Residential Units to select to receive free of charge two of the following three travel incentives, namely bicycle voucher, Oyster card, and Car Club membership the total cost of which to the Owner shall not exceed the lower of £300 per Residential Unit or £312,000 in total.

## **Part 2 - Commercial Travel Plan**

The Owner hereby covenants with the Council that references in this Part 2 to the "Travel Plan" (and related references) are to the Commercial Travel Plan and covenants as follows:

1. The Owner shall submit the Travel Plan for a Development Parcel for approval by the Council not later than three months prior to the anticipated date of first Occupation of any Commercial/Community Floorspace in the relevant Development Parcel.
2. The Owner shall appoint the Travel Plan Coordinator no later than three months prior to the anticipated date of first Occupation of any Commercial/Community Floorspace in the relevant Development Parcel with upon appointment provision to the Council of the name and contact details of the Travel Plan Coordinator.
3. The Owner shall not Occupy or permit Occupation of any Commercial/Community Floorspace in the relevant Development Parcel until the Travel Plan Coordinator for that Development Parcel has been appointed and commenced duties.
4. The Owner shall procure that the Travel Plan Coordinator for each Development Parcel (and for the avoidance of doubt one will remain in position throughout the whole of the period provided for in paragraphs 13 and 14 (if applicable) below unless otherwise agreed in writing with the Council.
5. If there is any change during the period specified in paragraph 4 above to the identity of the Travel Plan Coordinator that the contact details of the new Travel Plan Coordinator will be provided immediately to the Council following appointment.
6. The Owner shall provide a Travel Plan Welcome Pack to:
  - 6.1 the first Occupiers of any Commercial/Community Floorspace in the Development within three months of the date the Occupier first Occupies such floorspace; and

- 6.2 subsequent Occupiers of any Commercial/Community Floorspace in the Development if Occupation of the Commercial/Community Floorspace changes within five years of the date the Travel Plan is first implemented.
7. The Owner shall carry out iTRACE compliant surveys of Occupiers of and visitors to the Commercial/Community Floorspace in each Development Parcel which for avoidance of doubt shall consist of a minimum of 50% (fifty percent) response rate from those surveyed
- 7.1 no later than five months from the date the relevant Commercial/Community Floorspace in each Development Parcel is first Occupied; and
- 7.2 in the same calendar month of the following first, third and fifth anniversary thereof from Occupation of the final Commercial/Community Floorspace in the relevant Development Parcel.
8. The Owner shall submit a revised Travel Plan in respect of the relevant Development Parcel to the Council for its approval incorporating results of the surveys carried out in paragraph 7.1 above within two months of conducting such surveys.
9. The Owner shall submit a Travel Plan Review in respect of the relevant Development Parcel to the Council for its approval within one month of the surveys carried out pursuant to paragraph 7.2 above.
10. The Owner shall within six weeks of receipt of the Council's written response revise the Travel Plan and the Travel Plan Review in respect of the relevant Development Parcel submitted pursuant to paragraphs 8 and 9 above so as to incorporate any comments made by the Council.
11. The Owner shall promote and publicise the approved or revised Travel Plan and the approved or revised Travel Plan Review in respect of the relevant Development Parcel within one month of the Council approving the same.
12. The Owner shall implement the requirements contained within the Travel Plan in respect of the relevant Development Parcel as approved from the date of



approval by the Council up to a period of 5 (five) years from first Occupation of any Commercial/Community Floorspace.

13. The Owner shall if the Travel Plan does not fulfil the targets contained within it by the end of the 5 (five) years specified in paragraph 12 above, provide an updated revised Travel Plan in respect of the relevant Development Parcel for the Council's approval with a request for an extension of the implementation period upon which the period may be extended with the agreement of the Council the additional cost of which will be met by the Owner and to implement the requirements contained within the updated revised Travel Plan in respect of the relevant Development Parcel from the date of approval by the Council.

## **SCHEDULE 7 - SKILLS AND EMPLOYMENT MEASURES**

The Owner hereby covenants with the Council that:

- 1 The Owner shall:
  - 1.1 enter into the Local Employment Agreement in respect of a Development Parcel prior to Commencement of the Development of the relevant Development Parcel;
  - 1.2 provide the Local Employment Agreement to the Council's Skills and Enterprise team and the Skills and Enterprise Partners; and
  - 1.3 not Commence the Development of a Development Parcel until the related Local Employment Agreement has been submitted.
- 2 The Local Employment Agreement in respect of a Development Parcel shall be an agreement between the Owner and the Council for the Owner to use its Reasonable Endeavours to procure provision by or on behalf of the Owner of the following:
  - 2.1 forecasts of details of trades or occupational areas offering opportunities during the construction and operational phase of the Development;
  - 2.2 at least two months' notice of apprenticeship vacancies as such vacancies become available;
  - 2.3 achieve a local labour target of 20% throughout the construction of the Development;
  - 2.4 incorporate the local supply chain and provide the Council with a report on performance in incorporating the local supply chain;
  - 2.5 no fewer than FIFTY (50) Apprenticeships in total across all Development Parcels in accordance with a programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement;
  - 2.6 no fewer than THIRTY (30) places for Progression Into Employment (less than 6 months) in total across all Development Parcels in accordance with a

programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement;

2.7 no fewer than NINETEEN (19) places for Progression Into Employment (more than 6 months) shall be provided in total across all Development Parcels in accordance with a programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement;

2.8 no fewer than SIXTY-FIVE (65) places for Work Experience shall be provided in total across all Development Parcels in accordance with a programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement;

2.9 no fewer than FIVE HUNDRED AND NINETY (590) school and/or college and/or university site visit places shall be provided in total across all Development Parcels in accordance with a programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement; and

2.10 no fewer than THREE HUNDRED AND TWENTY-FIVE (325) school and/or college workshop places shall be provided in total across all Development Parcels in accordance with a programme to be agreed with the Council's Skills and Enterprise team in the Local Employment Agreement (the nature of such workshops to be agreed with the Council and to be delivered by a suitably trained guest speaker).

3 The Apprenticeships to be delivered pursuant to paragraph 2 of this Schedule shall:

3.1 be accredited Apprenticeships as defined in the National Apprenticeship Framework (or, with the agreement of the Council, any subsequent scheme which replaces this);

3.2 include the cost of wages (to be aligned with a living wage) support training costs, college release and the provision of tools and equipment necessary for the relevant Apprenticeship;

- 3.3 give priority to persons living within the administrative area of the Council;
  - 3.4 be provided within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner; and
  - 3.5 comply with guidance from the National Apprenticeship Service (or any subsequent organisation which replaces this) regarding the delivery of accredited Apprenticeships.
- 4 The Owner shall:
    - 4.1 provide sufficient work placements for Apprenticeships to be delivered under this Deed; and
    - 4.2 procure that each apprentice is offered the relevant full Apprenticeship programme.
    - 4.3 In the event that an apprentice resigns from (or fails to complete) an Apprenticeship programme required under paragraph 2 the Owner shall use Reasonable Endeavours to re-provide a replacement Apprenticeship within six (6) calendar months of that apprentice withdrawing from the programme to ensure completion of the Apprenticeships required under paragraph 2
    - 4.4 The Owner shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the vacancies locally and also to source eligible candidates from which to recruit to the vacancies.
    - 4.5 In the event that the Owner is unable to recruit to and commence all the Apprenticeships and Progression Into Employment (in accordance with this Schedule 7 and the Local Employment Agreement) within six (6) calendar months of Commencement of Development of the relevant Development Parcel, the Owner shall notify and submit details to the Council of the attempts made to recruit to and commence those Apprenticeship post(s) that cannot be delivered.

4.6 Within 20 Working Days of receipt of the details submitted in accordance with paragraph 2 hereof the Council shall either:

4.6.1 notify the Owner that further attempts to deliver the outstanding Apprenticeship(s) are required; or

4.6.2 notify the Owner to pay the Skills and Employment and Training Contribution.

## 5 Skills and Employment Contribution

5.1 Subject to paragraph [3.2]<sup>2</sup> of this Schedule, in the event that the Owner, having used Reasonable Endeavours, fails to achieve any of the outcomes set out in paragraphs 2.5, 2.6, 2.7 and 2.8 of this Schedule, the Owner shall pay to the Council the Skills and Employment Contribution in respect of that Development Parcel which shall be calculated as follows:

5.1.1 £20,000 Index Linked being the cost of providing each Apprenticeship multiplied by the number of Apprenticeships which are not delivered in accordance with paragraph 2.5 of this Schedule;

5.1.2 £5,340 Index Linked being the cost of providing each Progression into Employment (less than 6 months) and Progression into Employment (more than 6 months) multiplied by the number of Progression into Employment (less than 6 months) and Progression into Employment (more than 6 months) which are not delivered in accordance with paragraphs 2.6 and 2.7 of this Schedule 7;

5.1.3 £5,340 Index Linked being the cost of providing each Work Experience multiplied by the number of Work Experience opportunities which are not delivered in accordance with paragraph 2.8 of this Schedule 7;

5.1.4 £5.00 Index Linked being the cost of providing each individual from a school and/or college and/or university a place on a site visit multiplied

---

<sup>2</sup> Paragraph 5.2?

by the number of school and/or college and/or university site visits which are not delivered in accordance with paragraph 2.9 of this Schedule 7; and

5.1.5 £5.00 Index Linked being the cost of providing each individual from a school and/or college a workshop place multiplied by the number of school and/or college workshops which are not delivered in accordance with paragraph 2.10 of this Schedule 7,

in each case indexed from the date of this Deed to the date on which such payment is paid in line with changes in the CPI, plus 2% to be applied towards the provision of apprenticeships and employment training and enterprise support initiatives within the Borough to mitigate the loss of employment floorspace.

5.2 The Skills and Employment Contribution calculated in accordance with paragraph 5.1 above shall be limited to a maximum of £350,000 (three hundred and fifty thousand pounds) across all Development Parcels.

## SCHEDULE 8 - PARKING RESTRICTIONS

The Owner hereby covenants with the Council in respect of each Development Parcel that:

1. The Owner shall prior to Occupation of each Residential Unit notify the Occupier and any subsequent Occupier that they (including their visitors) shall not be entitled to a Parking Permit to park a vehicle within the CPZ by virtue of their residence (unless the Occupier is a holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970).
2. The Owner shall not itself apply to the Council for a Parking Permit in respect of the Residential Units.
3. The Owner shall ensure that all material used for advertising or marketing the Residential Units for letting or sale provides notice to prospective owners, residents and Occupiers that they will not be entitled to a Parking Permit.
4. The Owner shall procure that every agreement entered into for the purpose of selling or letting any Residential Unit contains the following covenant (or a covenant of a similar form):

*"the Purchaser/Lessee/Occupier [insert details as appropriate] hereby covenants with the Owner not to apply for nor knowingly permit an application to be made by any person residing in the premises for a residents or visitors car parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under section 1 of the Contracts (Rights of Third Parties) Act 1999. This covenant shall not apply to the holder of a "disabled person's badge" issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 subject to the Council's right to require proof of such entitlement".*

5. The Owner shall acknowledges for itself and its successors in title to the Land that the provisions of this Schedule shall remain in force during the life of the Residential Units and of the life of the Development.



## SCHEDULE 9 – CRICKLEWOOD LANE RAILWAY BRIDGE

The Owner hereby covenants with the Council that:

1. The Owner shall use Reasonable Endeavours to liaise with Network Rail to design a scheme for reasonable improvements to the underside of Cricklewood Lane Railway Bridge such improvements to comprise lighting improvements and/or provision of public art.
2. The Owner shall submit the details of such scheme to the Council for written approval.
3. The Owner shall use Reasonable Endeavours to secure the necessary consents (at no more than nominal cost) from Network Rail to carry out the approved improvements.
4. If Network Rail grant the necessary consents (at no more than nominal cost) to carry out the approved improvements, then the Owner shall carry them out or procure that they are carried out at its own cost.
5. The Council shall provide all reasonable assistance to the Owner in liaising with Network Rail and obtaining from it approval of the scheme of improvements and grant of the necessary consents (at no more than nominal cost).
6. The Council and the Owner acknowledge that performance of this obligation is dependent upon the cooperation of Network Rail and for that reason it is agreed that it is not appropriate to restrict the Commencement or Occupation of the Development until it has been performed, since this is outside the control of either the Owner or the Council.
7. Notwithstanding the Owner's Reasonable Endeavours and the Council's reasonable endeavours, Network Rail has not granted the necessary consents by whichever is the earlier of

- (a) the date being 5 years after the date on which the Owner first approached Network Rail regarding the scheme of improvements; or
- (b) the date on which the final Residential Unit to be built as part of the Development is Practically Completed,

this obligation shall cease and be of no further effect.

## SCHEDULE 10 – HIGHWAY WORKS

The Owner hereby covenants with the Council that:

1. The Owner shall alongside its application to the Council for reserved matters approval for the first Development Parcel submit to the Council a scheme for the improvement of the footway between the Land and Cricklewood rail station (item (a) in the definition of “Highway Works”). The scheme as approved shall be carried through in the design of this element of the Highway Works, to be delivered pursuant to the Highways Agreement.
2. The Owner shall not Commence the Highway Works until it has entered into a Highways Agreement with the Council.
3. The Owner shall not Occupy or permit Occupation of the last Development Parcel to be Commenced until the Highway Works have been completed in accordance with the Highways Agreement and any other necessary consents and licences have been obtained.
4. The Owner shall be liable for the full cost of the Highway Works including all statutory diversions, drainage, street lighting, street furniture, highway fees and commuted sums to facilitate the Highway Works and eventual adoption of all new infrastructure.
5. The Owner shall prior to Commencement of Development undertake a condition survey of the public highway used by all construction traffic in the vicinity of the Development and also at regular intervals during construction and after Completion.
6. The Owner shall during the course of construction of the Development be liable for any consequential damage to the public highway due to site operations and that any damage caused to the public highway shall be rectified with the agreement of the Council in its capacity as local highway authority.

## **SCHEDULE 11 – WAYFINDING STRATEGY AND SAFEGUARDING**

The Owner hereby covenants with the Council that:

1. The Owner shall alongside its first application to the Council for reserved matters approval for a Development Parcel submit to the Council a scheme for a wayfinding strategy from the Land to Cricklewood rail station and not Commence Development of that Development Parcel until the scheme for the wayfinding strategy has been submitted to the Council for approval.
2. The wayfinding strategy as approved shall be implemented as part of the Highway Works and the Owner will not Occupy or permit the Occupation of the last Development Parcel to be Occupied until the approved wayfinding strategy has been implemented to the satisfaction of the Council evidenced in writing.
3. The Owner shall safeguard the area shown shaded red on Plan 4 and not build on it or obstruct it in any way which would prevent a future pedestrian connection being made between the Land and the western side of Cricklewood rail station.

## SCHEDULE 12 – COMMUNITY USE

The Owner hereby covenants with the Council in respect of Development Parcel A that:

1. The Owner shall submit a scheme plan of the area and a strategy for provision of the Healthcare Facility to the Council for approval as part of the application for reserved matters approval in respect of Development Parcel A (**the Healthcare Facilities Strategy**).
2. The Owner shall use its Reasonable Endeavours to liaise with the local NHS body regarding the specification of the Healthcare Facility and the terms on which it is to be let (which shall be at a reasonable market rate).
3. The Owner shall not Occupy the Commercial/Community Floorspace within Development Parcel A until the Council has approved the Healthcare Marketing Strategy.
4. The Owner shall use Reasonable Endeavours to let the healthcare facility to the local NHS body in accordance with the approved Healthcare Facilities Strategy.
5. If notwithstanding the Owner's and the Council's reasonable endeavours, and the Owner's compliance with the Healthcare Facilities Strategy, the Healthcare Facility has not been let within 6 months of the date on which the Owner first approaches the local NHS body (the "**Initial Healthcare Facility Marketing Period**") then:
  - (a) the Owner shall be permitted to market and let the Healthcare Facility for an alternative use (such alternative use to be agreed with the Council in writing) following submission to and approval by the Council of the Owner's evidence that it has used its Reasonable Endeavours for the Initial Healthcare Facility Marketing Period in accordance with paragraph 5 above; and
  - (b) the Owner shall continue to give priority to letting of the Healthcare Facility for use as a community healthcare facility upon any subsequent

reletting of the Healthcare Facility for a period of not less than eighteen (18) months after the conclusion of the Initial Healthcare Marketing Facility

PROVIDED ALWAYS THAT if the Healthcare Facility has not been let as a community healthcare facility within two years from the date upon which the Owner first approached the local NHS body then the obligations in this Schedule 12 relating to the Healthcare Facility shall cease and be of no further effect.

## **SCHEDULE 13 – CRICKLEWOOD GREEN, THE PUBLIC SQUARE AND THE COMMUNITY ENGAGEMENT GROUP**

The Owner hereby covenants with the Council in respect of Development Parcel A that:

1. The Owner shall alongside its first application to the Council for reserved matters approval in respect of Development Parcel A submit to the Council a scheme for the reasonable improvement of Cricklewood Green and the Owner shall, subject to obtaining all necessary consents and the permission of the Council as landowner of Cricklewood Green, use Reasonable Endeavours to implement the scheme as approved.
2. The Owner shall establish a community engagement group to oversee the curation, management and operation of the public activities including a programme of regularly scheduled public events within Cricklewood Green and the Public Square.
3. The Owners shall liaise with the Council in establishing the community engagement group (including agreeing its terms of reference, membership and governance) and shall invite the Council to nominate an officer to participate in the group.
4. The Owner and the Council shall engage with the community engagement group and take proper account of its representations in designing and determining whether to give approval to the scheme for improvement of Cricklewood Green.
5. If notwithstanding the Owner's Reasonable Endeavours, the Council (in its capacity as landowner in relation to Cricklewood Green) has not granted the necessary consents to implement the approved scheme of improvements by whichever is the earlier of:
  - (a) the date being 5 years after the date on which the Owner first approached the Council in its capacity as landowner of Cricklewood Green regarding the scheme of improvements; or

(b) the date on which the final Residential Unit to be built as part of the Development is Practically Completed,

the obligations in this Schedule 13 shall cease and be of no further effect.



## **SCHEDULE 14 – ENERGY MONITORING**

The Owner hereby covenants with the Council that:

1. Within 8 weeks of Commencement of a Development Parcel , the Owner shall submit to the GLA accurate and verified estimates of the ‘Be seen’ energy performance indicators, as outlined in the ‘Planning stage’ section / chapter of the Energy Monitoring Guidance , for the consented development. This should be submitted to the Energy Monitoring Portal in accordance with the Energy Monitoring Guidance.
2. Prior to Occupation of each Development Parcel, the Owner shall provide updated accurate and verified ‘as-built’ design estimates of the ‘Be seen’ energy performance indicators for each Reportable Unit of the development, as per the methodology outlined in the ‘As-built stage’ chapter / section of the Energy Monitoring Guidance. All data and supporting evidence should be uploaded to the Energy Monitoring Portal.
3. Prior to Occupation of each Development Parcel the Owner shall confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the ‘In-use stage’ of the Energy Monitoring Guidance .
4. Upon completion of the first year of Occupation of a Development Parcel or following the end of the Defects Liability Period (whichever is the later) for that Development Parcel and for the following four years after that date, the Owner is required to provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the ‘In-use stage’ chapter / section of the Energy Monitoring Guidance . All data and supporting evidence should be uploaded to the Energy Monitoring Portal. This obligation will be satisfied after the Owner has reported on all relevant indicators included in the ‘In-use stage’ chapter of the Energy Monitoring Guidance for at least five years.
5. In the event that the ‘In-use stage’ evidence submitted pursuant to paragraph 3 above shows that the ‘As-built stage’ performance estimates derived from

paragraph 2 above have not been or are not being met in relation to a Development Parcel, the Owner should investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the GLA's Energy Monitoring Portal. An action plan comprising the potential mitigation measures shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation in relation to that Development Parcel. The action plan and measures approved by the GLA should be implemented by the Owner in relation to that Development Parcel as soon as reasonably practicable following the GLA's approval.

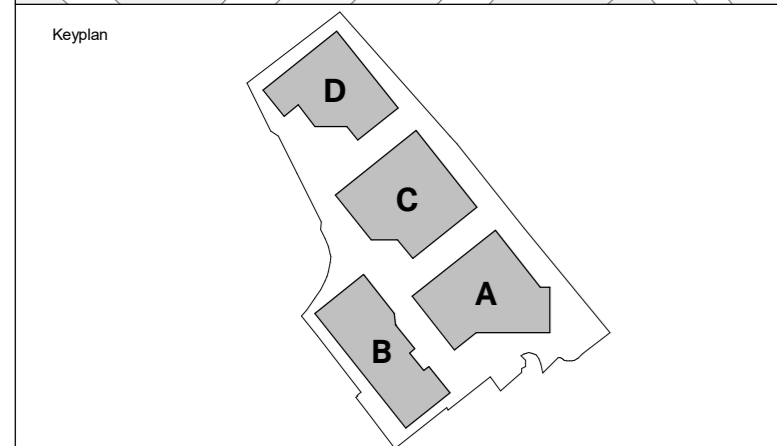
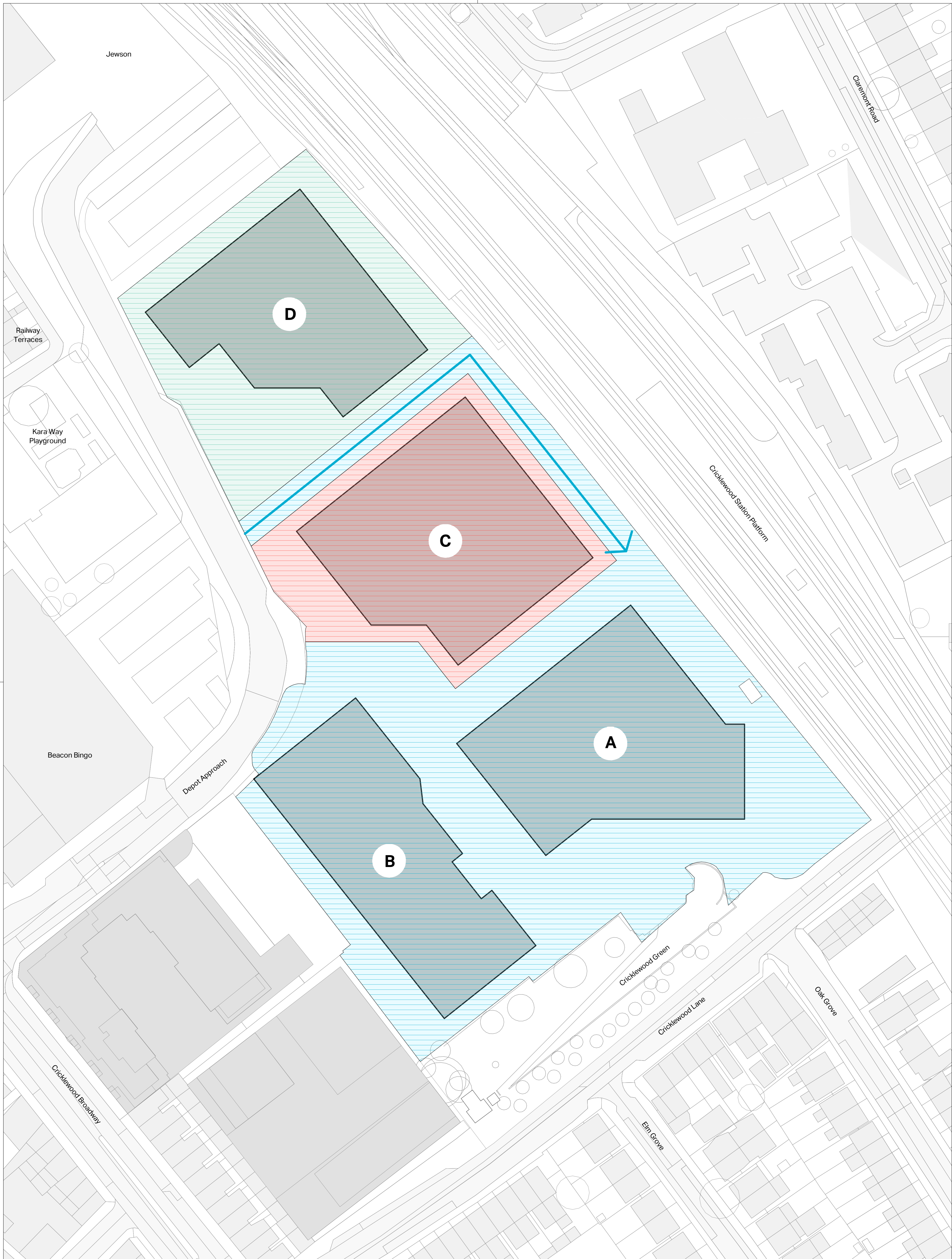
## **SCHEDULE 15 - COUNCIL COVENANTS**

The Council hereby covenants with the Owner as follows:

1. The Council spend (or commit for expenditure) the Contributions solely for the purposes specified in this Deed or for such other purposes for the benefit of the Development as the Council and the Owner may agree from time to time.
2. The Council shall if requested by the Owner in writing, to provide evidence of how the Contributions have been used or committed for expenditure.
3. The Council shall on the expiration of a 10 (ten) year period from the date of payment any Contributions save for the Monitoring Contribution not committed to expenditure in accordance with the provisions of this paragraph shall be upon the written application of the payor be repaid to the payor within sixty (60) Working Days from the end of that period together with any interest that has accrued.
4. The Council shall transfer the Bus Improvements Contribution to TfL following receipt by the Council.

**APPENDIX 1**  
**PHASING PLAN**





North

Notes:  
 1. Do not scale  
 2. Contractor to check all dimensions and report omissions and errors to the Architect  
 3. EPR Architects accepts no liability for use of this drawing by parties other than the party for whom it was prepared or for purposes other than those for which it was prepared  
 4. This drawing is issued in digital format as an uncontrolled version to enable the recipient to prepare their own documents/drawings/models for which they are solely responsible. This drawing is based on project information current at the time of issue. EPR Architects Limited accepts no liability for any alterations or additions to or discrepancies arising out of any change to such project information that occurs to the information after it is issued by EPR Architects Limited  
 5. This drawing does not contain shared coordinates and is not issued for coordination purposes.

No.	Revision	Date	Initial	Chk'd
1	For Approval	2023/1	SN	JE

Site and operational access required for Phase 1  
 Phase 1 – Development Parcels A and B  
 Phase 2 – Development Parcel C  
 Phase 3 – Development Parcel D

NOTE:  
 All site boundaries and legal demises are indicative and shown for information only, based on desktop studies of land registry and record information, and are subject to survey and verification on site.

**EPR Architects**  
 30 Millbank, London SW1P 4DU  
 +44(0)20 7327890  
 www.epr.co.uk

**B&Q Cricklewood Lane NW2 1ES**

**Parameter Plan Phasing**

Scale	Status	Suitability	Revision
1:500	For Approval	S4	P1

Project Code: 10965 - EPR - XX - XX - DR - A - TP-0105

**THE COMMON SEAL of THE MAYOR** )  
**AND BURGESSES OF THE LONDON** )  
**BOROUGH OF BARNET** was hereunto )  
affixed in the presence of:- )

Assurance Director:

Head of Governance:

Executed as a Deed by

**MONTREAUX CRICKLEWOOD DEVELOPMENTS LIMITED**

acting by \_\_\_\_\_ and

duly authorised

Director

Director/Secretary



Executed as a Deed by

**A.S.K PARTNERS AGENT LIMITED<sup>3</sup>**

acting by [authorised signatory] [and  
[authorised signatory]] duly authorised

Director

Director/Secretary

Executed as a Deed by

**URBAN AND URBAN PROPERTIES LIMITED**

acting by [authorised signatory] [and  
[authorised signatory]] duly authorised

Director

Director/Secretary

---

<sup>3</sup> Mortgagee execution blocks TBC

Executed as a Deed by

**APEX GROUP HOLD CO (UK) LIMITED**

acting by [                      ]

Director

Director/Secretary