

Dated

2026

THE GREATER LONDON AUTHORITY

-and-

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

-and-

BDW TRADING LIMITED

-and-

LONDON UNDERGROUND LIMITED

-and-

PLACES FOR LONDON LIMITED

SECTION 106 AGREEMENT

under The Town and Country Planning Act 1990 Section 111 of the Local Government Act 1972 Section 2 of the Local Government Act 2000 Section 16 of the Greater London Council (General Powers) Act 1974 Section 1 Localism Act 2011 and Section 278 and/or Section 38 of the Highways Act 1980 and all other enabling powers relating to High Barnet Underground Station in the London Borough of Barnet

Planning Application ref. 25/2671/FUL

GLA Planning Reference: GLA/2025/0802

THIS DEED is made the day of

2026

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Churchie Way, London E16 1ZE ("**GLA**")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London N11 1NP ("**Council**")
- (3) **BDW TRADING LIMITED (Co. Regn. No. 03018173)** whose registered office is Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF ("**BDW**")
- (4) **LONDON UNDERGROUND LIMITED (Co. Regn. No. 01900907)** of 5 Endeavour Square, London E20 1JN ("**Freehold Owner**")
- (5) **PLACES FOR LONDON LIMITED (Co. Regn. No. 08961151)** of 5 Endeavour Square, London E20 1JN ("**Leasehold Owner**")

the Freehold Owner and the Leasehold Owner together being "**the Owner**"

Recitals

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Site is situated and the Council is empowered to discharge and enforce the obligations in this Deed.
- (B) The Freehold Owner is the proprietor of the freehold interest in the Site registered at HM Land Registry under title number NGL726761.
- (C) The Leasehold Owner is the proprietor of the leasehold interests in the Site registered at HM Land Registry under title numbers AGL497858 and AGL659731.
- (D) BDW has entered into the Conditional Joint Venture Agreement with the Freehold Owner and the Leasehold Owner in order to create the Developer and will deliver the Development.
- (E) At the point at which the Conditional Joint Venture Agreement becomes unconditional the Developer will be incorporated and will be assigned the lease currently held by the Leasehold Owner.
- (F) BDW and TTL High Barnet Properties Limited and the Freeholder Owner and the Leasehold Owner submitted the Application to the Council for the Permission to carry out the Development, such Application being validated by the Council on 27 June 2025.
- (G) The Council resolved at its planning committee meeting on 8 December 2025 to refuse the Application.

- (H) On 26 January 2026, the Deputy Mayor for Planning, Regeneration and Skills gave a direction to the Council under powers conferred by section 2A of the 1990 Act and delegated by the Mayor of London that they would act as the local planning authority for the purposes of determining the Application.
- (I) At a representation hearing held on [28 May 2026], the Deputy Mayor for Planning, Regeneration and Skills resolved to approve the Application and grant the Permission subject to imposing planning conditions and prior completion of this Deed.
- (J) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.
- (K) In accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Council shall have primary responsibility for such monitoring and enforcement.
- (L) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Deed.
- (M) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.
- (N) The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- (O) The parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.
- (P) The parties are satisfied that the restrictions, obligations and provisions contained in this Deed meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010, being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.

1. Definitions and Interpretation

In this Deed (including the schedules) the following words and expressions shall unless the context otherwise requires have the following meanings

1.1 Definitions:

“1980 Act” means the Highways Act 1980;

“1990 Act” means the Town and Country Planning Act 1990 (as amended);

“Additional Affordable Housing Scheme”

means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 4 of this Deed detailing the Additional Affordable Housing Units to be provided and which:

- (a) confirms which Open Market Housing 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 an indicative timetable for construction and delivery of the Additional Affordable Housing Units; and
- (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing if paragraph 3.6 of Schedule 4 applies;

“Additional Affordable Housing Units”

means the Open Market Housing Units to be converted to Affordable Housing pursuant to the Additional Affordable Housing Scheme to be approved under paragraph 3 of Schedule 4 of this Deed;

“Affordable Housing”

means ‘affordable housing’ as defined in Annex 2 to the NPPF, for the avoidance of doubt including Social Rented Housing, London Shared Ownership Housing and London Living 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 Local Government Act 1963);

“Affordable Housing Mix”

means the Affordable Housing Units to be provided as part of the Development which shall comprise:-

- (a) not fewer than 56 (fifty six) Intermediate Housing Units being 46.3% (forty seven point five per cent) by Habitable Room of the Affordable Housing Units; and
- (b) not fewer than 44 (forty four) Social Rented Housing Units being 53.7% (fifty two point five per cent) by Habitable Room of the Affordable Housing Units,

in accordance with the mix table set out in paragraph 2.2.3 of Schedule 3;

“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); or
- (b) an approved development partner of Homes England (or successor agency) or the GLA which is eligible to obtain grant funding; or
- (c) the Council; or
- (d) any other body specialising in the provision of Affordable Housing;

“Affordable Housing Units”

means no fewer than 100 (one hundred) Residential Units (comprised of no fewer than 324 (three hundred and twenty four) Habitable Rooms) to be provided as Affordable Housing within the Development in accordance with the Affordable Housing Mix and the provisions of Schedule 3 and as shown on Plan 2 and **“Affordable Housing Unit”** shall be construed accordingly;

“Application”

means the planning application submitted to the Council allocated reference 25/2671/FUL by the Council and allocated reference number GLA/2025/0802 by the GLA;

“Apprenticeship”

means a work-based training programme aimed at different levels which combines employment with learning and practical training and which leads to nationally recognised qualifications for the apprentice;

“As-Built Part L Calculations”

means the certified final "As-Built" Building Regulations Part L 2013 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;

“Average Intermediate Housing Value”

means the average value of the Intermediate Housing floorspace per square metre at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

“Average Open Market Housing Value”

means the average value of Open Market Housing Unit floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;

“Average Social Rented Housing Value”	means the average value of Social Rented Housing floorspace per square metre on the Site at the Early Stage Review Date based on the relevant information provided to establish the Early Stage Review GDV to be assessed by the Council and the Owner;
“BNG Monitoring Contribution”	means the sum of £9,238.40 (nine thousand two hundred and thirty eight pounds and forty pence) Indexed being a contribution towards the Council’s costs of monitoring the maintenance of on site biodiversity gain measures in accordance with the habitat monitoring and management plan approved in accordance with condition [] of the Permission;
“Borough”	means the London Borough of Barnet;
“Build Costs”	<p>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:</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant Building Contract(s); (b) receipted invoices; (c) costs certified by the Owner’s quantity surveyor, costs consultant or agent, <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> (i) professional, finance, legal and marketing costs; (ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and <p>any costs arising from Fraudulent Transactions;</p>
“Building Contract”	means a building contract to be entered into by the Owner and its preferred building contractor to construct the Development or for works packages comprised in the construction of the Development;
“Carbon Dioxide Emissions Reduction Target”	means the achievement of a zero carbon development with a minimum on-site reduction of at least 35 per cent beyond Building Regulations;
“Carbon Offsetting Contribution”	means the estimated sum of £180,763 (one hundred and eighty thousand seven hundred and sixty three pounds) Indexed to be used towards carbon offsetting measures in the Borough;
“Carbon Offsetting Contribution Formula”	<p>means $(T - R) \times Y \times Z$</p> <p>where:</p>

T = is the target reduction in the amount of carbon dioxide emissions from the Development per annum (expressed in tonnes of CO₂ per annum)

R = is the carbon dioxide emissions from the Development per annum (expressed in tonnes of CO₂ per annum)

Y = is £95 per tonne of carbon dioxide; and

Z = is 30 years;

“CCTV Contribution” means the sum of £[] Indexed to be used towards the provision of CCTV to support Active Travel Zone improvements within the vicinity of the Site;

“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;

“Commencement” means the date on which the Permission or where the context requires any part thereof is implemented by the carrying out of any Material Operation but for the purpose of this Deed excluding the Preparatory Works and **“Commenced”** and **“Commence”** shall be construed accordingly;

“Commercial Floorspace” means the part of the Development falling within Use Class E in accordance with the Permission;

“Commercial Travel Plan” means a written plan broadly in accordance with the Framework Travel Plan which sets out measures to be adopted by the Owner to promote sustainable forms of transport and to discourage use of single car occupancy by employees and visitors to the Commercial Floorspace and which is TRICS compliant;

“Commercial Travel Plan Incentives” means the following incentives to be made available to the first employees of the Commercial Floorspace within the Development in accordance with paragraph 3.8 of Schedule 5

- (a) membership of a car club and/or car club vehicle hire credit to the value of up to £200; or
- (b) pre-loaded credit to the value of up to £200 on an Oyster Card; or
- (c) Cycle Voucher to the value of up to £200;

“Commercial Travel Plan Monitoring Fee” means the sum of £15,000 (fifteen thousand pounds) Indexed being a contribution towards the Council’s costs of monitoring the Commercial Travel Plan;

“Conditional Joint Venture Agreement” means a conditional joint venture agreement made between BDW the Freehold Owner and the Leasehold Owner dated 24 October 2024;

“CPI” means the Consumer Prices Index known as CPI published monthly by the Office for National Statistics or, if the Consumer Prices Index including owner occupiers’ housing costs is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;

“CPZ” means any controlled parking zone in the Borough;

“CPZ Contribution” means the sum of £12,000 (twelve thousand pounds) Indexed comprising £10,000 (ten thousand pounds) towards the costs of a study of CPZ’s in the vicinity of the Development and £2,000 (two thousand pounds) towards the costs of amendments to the Traffic Management Order for local CPZs in order to mitigate against traffic impacts arising from the Development;

“CTP Champion” means a person appointed by the Owner who shall be responsible for implementing, monitoring progress, reviewing and reporting the Commercial Travel Plan in order to ensure that the Commercial Travel Plan achieves its objectives and targets including the Commercial Travel Plan Incentives;

“Cycle Voucher” means a voucher which entitles the holder to use the value of the voucher towards the purchase of a bicycle or bicycle accessories from a participating store;

“Date of Deemed Service” means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1 of Schedule 3:-

- (a) in the case of service by delivery by hand of the Default Notice to the Council’s offices at [] during [], the date on which the Default Notice is so delivered; or
- (b) in the case of service by using first class registered post to the Council’s offices at [], the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or

delivered to Royal Mail) 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);

“Default Notice” means a notice in writing served on the Council by the Chargee under paragraph 6.1.1 of Schedule 3 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 following Practical Completion in which a contractor may remedy defects as may be included in the Building Contract;

“Development” means the demolition of the existing buildings and structures and redevelopment of the Site, comprising residential led development to provide 283 residential units (Use Class C3) and 567 sqm of flexible commercial space (Use Class E) at ground level, within 5 buildings ranging in height from 5 to 11 storeys (Buildings A - B between 6 and 11 storeys, Buildings C – D between 5 and 7 storeys, Building E at 8 storeys) together with residents cycle parking and accessible car parking spaces, landscaping and residents external amenity spaces, plus public realm and access improvements to: Barnet Hill including new pedestrian route and crossings, High Barnet station forecourt including non residential cycle parking and accessible car parking spaces, station approach including 9 short stay parking bays, and to sloped pedestrian woodland approach located at the north of the site, and associated works;

“Developer” means a new limited liability partnership which is to be known as High Barnet Properties LLP and:

- (a) will be formed between TTL High Barnet Properties Limited and BDW when the Conditional Joint Venture Agreement has become unconditional;
- (b) will (at the date on which the Conditional Joint Venture Agreement becomes unconditional) be granted a lease of the Site; and
- (c) will carry out the Development;

“Disabled Person’s Badge” means a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;

“Disposal” means:-

- (a) the grant of a leasehold interest in any Open Market Housing Unit; or

- (b) the grant of an assured shorthold tenancy agreement or a short term let in respect of any Open Market Housing Unit

ALWAYS excluding Fraudulent Transactions and “**Dispose**”, “**Disposes**”, “**Disposals**” and “**Disposed**” shall be construed accordingly;

“Early Stage Development Viability Information”

means the information required for the Early Stage Review calculated in accordance with Formulae 1a and 2 to assess the changes in GDV and Build Costs since the date of the grant of the Permission to determine whether a Surplus Profit has arisen and the quantum of any Additional Affordable Housing Units that should be provided and including supporting evidence to the Council's reasonable satisfaction;

“Early Stage Review”

means an upward only review of the financial viability of the whole of the Development and submission of the Early Stage Development Viability Information prepared by or on behalf of the Owner in connection with the whole of the Development in accordance with the provisions of Schedule 4;

“Early Stage Review Build Costs”

means the sum of:-

- (a) the estimated Build Costs remaining to be incurred; and
- (b) the Build Costs actually incurred,

as determined at the Early Stage Review Date;

“Early Stage Review Date”

means the date of the submission of the Early Stage Development Viability Information pursuant to paragraph 1 of Schedule 4;

“Early Stage Review GDV”

means the sum of:-

- (a) the estimated Market Value of the Open Market Housing Units; and
- (b) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Owner and/or the Developer (as applicable) to the Council and/or the GLA (as applicable),

as determined at the Early Stage Review Date;

“Eligible Purchaser”

means a purchaser or purchasers who at the date of purchasing the relevant London Shared Ownership Housing Unit:

- (a) has a Household Income not exceeding £90,000 (ninety thousand pounds) Indexed or such other greater amount published by the GLA from time to time;
- (b) is at least 18 years old; and

can demonstrate that they can afford and sustain the purchase;

“Eligible Renter”

means a tenant without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant Social Rented Housing Unit or the London Living 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 Deed being £67,000 (sixty seven thousand pounds) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;

“Employment and Training Plan”

means a plan in writing setting out measures to facilitate the provision of training and employment opportunities for residents from within the Council’s administrative area or any adjoining borough during the construction phase the nature and extent of which shall be agreed jointly by the Council and the Owner to include (but shall not be limited to):

- (a) employment and training initiatives and opportunities relating to the Development and details of sector delivery;
- (b) initiatives to work with new employees and employers including jobs brokerage and the provision of appropriate training with the objectives of ensuring effective transition into works and sustainable job outcomes;
- (c) a target for the number of Apprenticeship, Work Experience and Progression Into Employment placements (as the case may be) and the percentage of local residents to be employed within the Development through local recruitment agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;
- (d) a target for the percentage of BAME workers and women workers to be employed within the Development through local recruitment agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;
- (e) the timings and arrangements for implementation of such initiatives; and
- (f) suitable mechanisms for monitoring the effectiveness of such initiatives

or such amended plan as may be agreed between the Council and the Owner from time to time;

“Employment and Training Remedial Contribution”

means the following sums to be paid to the Council in the event of a failure by the Owner to use reasonable endeavours to deliver the target for any of the following skills or training placements and/or opportunities that may be agreed with the Council in the Employment and Training Plan:

- (a) £7,731.51 (seven thousand seven hundred and thirty one pounds and fifty one pence) (Indexed) being the cost for each Progression Into Employment space not delivered;
- (b) £7,731.51 (seven thousand seven hundred and thirty one pounds and fifty one pence) (Indexed) being the cost for each Work Experience opportunity not delivered; and
- (c) £57,913.95 (fifty seven thousand nine hundred and thirteen pounds and ninety five pence) (Indexed) being the cost for each Apprenticeship not delivered;

“Expert”

means the expert appointed to determine any dispute pursuant to clause 17 of this Deed;

“External Consultant”

means the external consultant(s) appointed by the Council and/or the GLA to assess the Early Stage Development Viability Information;

“Finally Determined”

means Proceedings have been finally disposed of such that all statutory periods have expired without any further applications being made to the relevant determining authority/Court or tribunal of competent jurisdiction;

“Formula 1a”

means the formula identified as “Formula 1a” within the Appendix of Schedule 4;

“Formula 2”

means the formula identified as “Formula 2” within the Appendix of Schedule 4;

“Framework Travel Plan”

means the framework travel plan document dated [X] titled [X] accompanying the Application;

“Fraudulent Transactions”

means:

- (a) a transaction the purpose or effect of which is to artificially reduce gross development value and/or artificially increase build costs; or
- (b) a Disposal that is not an arm’s length third party bona fide transaction;

“GDV”

means the gross development value of the Open Market Housing Units;

“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, studies, bathrooms, toilets, corridors and halls;
“Highway Works”	means the works in the public highway as shown on Plan 3 comprising the following unless otherwise agreed with the Council: (a) [];
“Highways Agreement”	means an agreement entered into pursuant to Section 278 and/or Section 38 of the 1980 Act relating to the carrying out of the Highway Works;
“Household”	means in relation to person “A”, A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a Social Rented Housing Unit or a London Living Rent Housing Unit, share that unit with A and one another as the only or main residence as both A and such other persons;
“Household Income”	means: (a) in relation to a single Eligible Purchaser or 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 Eligible Renters, the combined gross annual incomes of those Eligible Purchasers’ or Eligible Renters’ Households;
“Indexed”	means indexed in accordance with Clause 14;
“Intention Notice”	means a notice in writing served on the Chargee by the Council under paragraph 6.2 of Schedule 3 that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
“Interest”	means simple interest at a rate per annum of four (4) percentage points above the Bank of England base rate in force from time to time, such interest to be apportioned on a daily basis;
“Intermediate Housing”	means a unit of Affordable Housing which is provided at prices or rents above those of Social Rented Housing but below market prices or rents and will meet the criteria set out in paragraphs (c) and/or (d) in the definition of Affordable Housing contained in Annex 2 of the National Planning Policy Framework (2024) or as updated and for the avoidance of doubt can include shared equity products, Shared Ownership

Housing and other low cost or discounted homes for sale and intermediate rent and including for the avoidance of doubt intermediate housing products supported by the London Plan but which for the purposes of this Deed shall be provided as:-

- (a) [London Shared Ownership Housing;
- (b) London Living Rent Housing; or
- (c) such other form of intermediate housing subject to agreement with the Council (in writing);]

“Intermediate Housing Unit” means Affordable Housing Units comprised of not fewer than 150 (one hundred and fifty) Habitable Rooms to be provided as Intermediate Housing and **“Intermediate Housing Units”** shall be construed accordingly;

“Local Participants” means participants who either live or attend an educational institution in the Council’s administrative area or the boroughs that immediately adjoin the Council’s administrative area;

“London Housing Design and Quality Standards” means the design standards for new homes set out in the London Plan, the Mayor of London’s Housing Supplementary Planning Guidance (March 2016) and the Housing Design Standards LPG (June 2023);

“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 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

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 plus 1% for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above;

“London Living Rent Housing Units” means the Affordable Housing Units that may be made available for London Living Rent Housing in accordance with this Deed together with any Additional Affordable Housing Units which are to be delivered as London Living Rent Housing;

“London Plan” means the latest spatial development strategy for Greater London published under section 337 of the Greater London Authority Act 1999 being at the date of this Deed the London

Plan published in March 2021 and including any revisions and successor plans thereto;

“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 shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and in relation to which:

- (a) initial annual rent must not exceed 2.75 per cent of the value of the unsold equity;
- (b) annual rent increases must not exceed the corresponding percentage increase in CPI (which shall be deemed to be nil where there is no increase) (using the latest published CPI figure and the CPI figure for the corresponding month in the previous year) plus 1 percentage point;
- (c) the term of the lease must be at least 990 years;
- (d) annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) should generally not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) last published by the GLA; and
- (e) all other relevant requirements of the GLA's latest Affordable Housing Capital Funding Guide (or such replacement document as may be published from time to time) are met,

and **“London Shared Ownership Lease”** and **“London Shared Ownership Lessee”** are construed accordingly;

“London Shared Ownership Housing Unit”

means the Affordable Housing Units that may be made available for London Shared Ownership Housing in accordance with this Deed and in particular the Affordable Housing Mix together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing;

“Market Value”

means the price at which the sale of the relevant property interest would have been completed unconditionally for cash

consideration on the Early Stage Review Date based on detailed comparable market evidence, to be assessed by the GLA and the Council, disregarding Fraudulent Transactions 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;

“Material Operation” means a material operation comprised in the Development as defined by section 56(4) of the 1990 Act;

“Monitoring Fee” means the sum of £9,000 (nine thousand pounds)) Indexed to cover the costs and expenses incurred by the Council in monitoring the Development to ensure the Development is delivered in accordance with the terms of this Deed;

“Moratorium Period” means, in each instance where a Chargee has served a Default Notice under paragraph 6.1.1 of Schedule 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 (3) months after such Date of Deemed Service (or such longer period as may be agreed in writing between the Chargee and the Council);

“Nominations Agreement” means an agreement to be entered into by the Council and the Affordable Housing Provider in a suitable form agreed by the relevant Affordable Housing Provider and the Council (each acting reasonably) and providing the Council with 100% (one hundred per cent) nomination rights in respect of the first letting of the Social Rented Housing Units and 75% (seventy five per cent) nomination rights in respect of all subsequent lettings (and for the avoidance of doubt in the event of conflict between the form of that agreement and the provisions of this Deed, the provisions of this Deed shall prevail);

“Occupation” means the occupation of any part of the Development permitted by the Permission but not including occupation by personnel engaged in construction, fitting out, decoration, marketing

security or display (and "**Occupier**", "**Occupiers**", "**Occupied**", "**Occupy**" and "**Occupying**" shall be construed accordingly);

"Open Market Housing Units"

means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units and "**Open Market Housing**" and "**Open Market Housing Unit**" 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 6.3 of Schedule 3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units;

"Pedestrian Crossing Contribution"

means the sum of £25,000 (twenty five thousand pounds) Indexed to be used towards installing pedestrian "Countdown" timers on the three pedestrian crossing arms of the Barnet Hill / Meadway junction to the north of the Site;

"Permission"

means the full planning permission for the Development to be granted pursuant to the Application substantially in the form of the draft decision notice attached to this Deed at Schedule 1;

"Plan 1"

means the plan of the Site shown edged [red] and marked "Plan 1" at Schedule 2;

"Plan 2"

means the plan showing the location of the Affordable Housing Units marked "Plan 2" at Schedule 2;

"Plan 3"

means the plan showing the extent of the Highway Works marked "Plan 3" at Schedule 2;

"Plan 4"

means the plan showing the Public Realm marked "Plan 4" at Schedule 2;

"Play Space Contribution"

means the sum of £69,359.52 (sixty nine thousand three hundred and fifty nine pounds and fifty two pence) Indexed to be used towards 12+ play provision within close proximity to the Site;

"Practical Completion"

means the issue of a certificate of practical completion by the Developer's architect, engineer or other certifying officer as the case may be under the relevant Building Contract entered into in respect of the Development or part thereof and "**Practically Complete**" and "**Practically Completed**" shall be construed accordingly;

"Preparatory Works"

means:

- (a) demolition works;

- (b) works of site clearance including the demolition of existing buildings and structures and the removal of hard standing and regarding and releveling;
- (c) excavation and any works lower than ground floor or lower ground floor (whichever is lower in any block or building);
- (d) archaeological works;
- (e) ground investigation and site surveys;
- (f) site preparation;
- (g) environmental preparatory works;
- (h) the erection of fencing to enclose the Development or any part of the Development;
- (i) laying of or provision of any utilities or services and/or services diversion works on or under the Development or any part of the Development;
- (j) the laying out of temporary and permanent roads;
- (k) the erection of site buildings for construction purposes;
- (l) contamination tests;
- (m) remediation or trial pits;
- (n) works of decontamination remediation; and
- (o) measures to control poor air quality and dust emissions during construction (including but not limited to the installation of dust mitigation barriers and washing down facilities) ;

“Proceedings”

means any challenge to the validity or lawfulness of the Permission in the courts brought by means of proceedings for judicial review, statutory challenge, declaratory proceedings or otherwise calling into question the validity of the Permission including any proceedings by way of an appeal to the Court of Appeal, Supreme Court or to any other appellate body;

“Progression Into Employment”

means a work placement within the Development for a Barnet resident who is registered as unemployed with the duration of such a placement to be agreed with the Council;

“Public Realm”

means the public realm to be delivered on Site in the area shown on Plan 4 shaded [];

“Public Subsidy”

means funding from the Council and/or the GLA together with any additional public subsidy secured by Owner and/or the

Developer (as applicable) or an Affordable Housing Provider to support the delivery of the Development;

“Purchased LLR Unit”

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 paragraph 8.5 of Schedule 3;

“Quarter Day”

means 25 March, 24 June, 29 September and 25 December;

“Reasonable Endeavours”

means that a party responsible for an obligation will not take proceedings (including any appeal) in any court, public inquiry or other hearing (unless specified to the contrary in this Deed) but such party will exert itself to perform or fulfil the relevant obligation by expenditure of such effort and reasonable sums of money (where appropriate in the context) and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect which shall mean:

- (a) in the case of the Owner or Developer, of a competent commercial developer and landowner in the context of the Development; and
- (b) in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

“Rent Guidance”

means the Policy Statement on Rents for Social Housing 2026 issued by the Ministry of Housing, Communities and Local Government 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 and the Rent Guidance together with the Rent Standard Guidance published by the Ministry of Housing, Communities and Local Government from time to time or such other replacement guidance or direction or legislation;

“Reportable Unit”

means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential);

“Reportable Unit (Energy Centre)”

means either a connection to a 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 block);

“Reportable Unit (Non-Residential)”

means a building with a single occupier/tenant (including a block of flats' communal areas) or a building with multiple tenants;

“Reportable Unit (Residential)”	means an individual block of five (5) or more flats or a group of five (5) or more houses;
“Residential Travel Plan”	means a written plan broadly in accordance with the Framework Travel Plan which sets out measures to be adopted by the Owner to promote sustainable forms of transport and to discourage use of single car occupancy by residential Occupiers and visitors to the Residential Units and which is TRICS compliant;
“Residential Travel Plan Incentives”	means the following incentives to be made available to the first Occupiers of the Residential Units within the Development in accordance with paragraph 2.8 of Schedule 5: <ul style="list-style-type: none"> (a) membership of a car club and/or car club vehicle hire credit to the value of up to £200; or (b) pre-loaded credit to the value of up to £200 on an Oyster Card; or (c) Cycle Voucher to the value of up to £200;
“Residential Travel Plan Monitoring Fee”	means the sum of £15,000 (fifteen thousand pounds) Indexed being a contribution towards the Council’s costs of monitoring the Residential Travel Plan;
“Residential Unit”	means a residential unit provided as part of the Development and “Residential Units” shall be construed accordingly;
“RTA Purchaser”	means a former tenant of an Affordable Housing Unit who has purchased that unit under the provisions of the right to acquire created by Section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V Housing Act 1985 or any other equivalent contractual right or statutory right in force from time to time entitling a tenant of an Affordable Housing Provider to purchase their home(s);
“RTP Champion”	means a person appointed by the Owner who shall be responsible for implementing, monitoring progress, reviewing and reporting the Residential Travel Plan in order to ensure that the Residential Travel Plan achieves its objectives and targets including the Residential Travel Plan Incentives;
“Service Charges”	means all amounts payable by a tenant or owner (as appropriate) of the relevant Affordable 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 Affordable Housing Unit;
“Site”	means the land shown edged red on Plan 1;

“Social Rented Housing”	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at rents no higher than Target Rents;
“Social Rented Housing Units”	means Affordable Housing Units comprised of not fewer than 174 (one hundred and seventy four) Habitable Rooms to be provided as Social Rented Housing and “Social Rented Housing Unit” shall be construed accordingly;
“Staircasing”	means the acquisition by a London Shared Ownership Housing purchaser of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100% (one hundred per cent) equity and “Staircased” shall be construed accordingly;
“Statutory Undertaker”	means any public gas transporter water or sewerage undertaker electricity supplier or public telecommunications operator;
“Substantial Implementation”	means the occurrence of all of the following in respect of the Development: <ul style="list-style-type: none"> (a) the completion of works up to the ground floor slab of the first building or block to be constructed as part of the Development; and (b) the completion of preparatory works to the first building or block to be constructed as part of the Development;
“Substantial Implementation Target Date”	means the date being 36 (thirty six) months from but excluding the date of grant of the Permission and will be extended day for day by any period to account for any Proceedings which shall continue to extend until those Proceedings are Finally Determined with the result that the Permission is not quashed or any other date agreed by the Council;
“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;
“Surplus Profit”	means the surplus profit determined in Formula 1a as a result of the application of the Early Stage Review methodology in Schedule 4;
“Target Rents”	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Standard and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time;

“Target Return”	means profit on value of:- <ul style="list-style-type: none"> (a) 20% (twenty per cent) for the Open Market Housing Units (b) 15% (fifteen per cent) for the commercial element of the Development (c) 6% (six per cent) for the Affordable Housing Units each as a percentage of gross development value and calculated at the Early Stage Review Date;
“Toucan Crossing Contribution”	means the sum of £[] Indexed to be used towards a study of the operation of the proposed Toucan crossing and Barnet Hill/Underhill junction following full Occupation and the implementation of agreed measures to optimise them and minimise the potential for adverse interaction between them;
“Work Experience”	means work experience placements of a minimum of 10 (ten) days for Local Participants and work experience can also include entry into employment and university student placements;
“Working Day(s)”	means any day other than Saturday, Sunday and public holidays in England.

2. Interpretation

- 2.1 References to the GLA, the Council, the Owner and BDW shall include their respective successors in title or function (as applicable) unless otherwise expressly stated.
- 2.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 2.3 Words importing persons include firms, companies, other corporate bodies or legal entities and vice versa.
- 2.4 Any reference to a specific statute or statutes shall include any statutory extension or modification amendment or re-enactment of such statute and any regulation or orders made under such statute.
- 2.5 References in this Deed to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this Deed so numbered.
- 2.6 The clause paragraph and Schedule headings do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 2.7 The word including shall be construed without prejudice to the generality of the words preceding it.

- 2.8 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 cause permit or suffer any infringement of the restriction.
- 2.9 Any covenant not to Commence the Development or Occupy the Development includes an obligation not to Commence any part of the Development or Occupy any part of the Development.
- 2.10 Save in respect of the Permission, in the event of any conflict between the terms, conditions and provisions of this Deed and any document annexed hereto or referred to herein, the terms conditions and provisions of this Deed will prevail.
- 2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month and any reference to the term "year" shall mean calendar year.
- 2.12 Where any covenants in this Deed are given by or for the benefit of more than one party they are given by or for the benefit of them jointly and severally.
- 2.13 Any reference in this Deed to any statute, bye-law, regulation, order and delegated legislation includes any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or modifying from time to time and for the time being in force
- 2.14 The Interpretation Act 1978 shall apply to this Deed.
- 2.15 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions 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.

3. Statutory provisions

- 3.1 This Deed is entered into pursuant to:
- (a) section 106 of the 1990 Act;
 - (b) section 2E of the 1990 Act;
 - (c) section 16 of the 1974 Act;
 - (d) section 111 of the Local Government Act 1972;
 - (e) section 1 of the Localism Act 2001; and
 - (f) all other powers enabling.
- 3.2 The covenants, restrictions, undertakings and requirements imposed upon the Owner under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner with the intent that the obligations will bind the Site and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been

an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.

- 3.3 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 3.1.

4. Conditions Precedent

4.1 This Deed will come into effect on the date hereof save as follows:

- (a) which will come into effect on the date of grant of the Permission; and
- (b) which take effect on the Commencement of Development

5. The Owner's covenants

5.1 The Owner hereby covenants with and undertakes to the GLA and the Council:

- (a) to observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the Schedules to this Deed;
- (b) to observe and perform or cause to be observed and performed the terms, covenants and obligations on its part in the Deed;
- (c) to notify the GLA and the Council in writing not less than five (5) Working Days before the anticipated date of each of the following events occurring:
- (d) not to cause, suffer or permit the occurrence of any event specified in clause 5.1(c) above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 5.1(c)

5.2 If the Owner fails to give notice of any date under and in accordance with clause 5.1(c) above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest date on which the relevant event could have occurred unless the Owner can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

5.3 The Owner hereby acknowledges and declare:

- (a) that subject to clause 5.4 it is the primary party liable for the performance of the obligations set out in the Schedules; and
- (b) the Site is bound by this Deed for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

5.4 Where the Developer has acquired a long leasehold interest in the Site, the Council and the GLA shall not seek to enforce the obligations in this agreement against the Owners until they have taken all reasonable steps to enforce the obligations against the Developer.

5.5 BDW enters into this Deed to perform the obligations in Clauses 9.1 and 9.3 hereof and shall have no liability under the terms of this Deed for any obligations given by the Owner.

6. Approvals

6.1 The Council and the GLA shall not unreasonably withhold or delay any approval required by the Owner under the terms of this agreement.

6.2 Where the Council's approval, consent, agreement or satisfaction is required under this agreement and the Council has unreasonably withheld or delayed such approval, consent, agreement or satisfaction, the Owner may seek the relevant approval, consent, agreement or satisfaction from the GLA instead and any approval, consent, agreement or satisfaction granted by the GLA pursuant to this clause 6.2 shall be deemed to have been given by the Council.

7. GLA and Council Covenants

7.1 The GLA covenants with the Owner to:

- (a) observe and perform or cause to be observed and performed its obligations in this Deed; and
- (b) grant the Permission as soon as is reasonably practicable following completion of this Deed.

7.2 The Council covenants with the Owner to:

- (a) observe and perform the covenants on its part contained in this Deed; and
- (b) save for continuing planning obligations as soon as reasonably practical following any of the Owner's covenants and undertakings herein being satisfied to the satisfaction of the Council and in any event no later than twenty (20) Working Days from receipt of a written request from the Owner to confirm that such covenants and undertakings have been satisfied then subject to payment of the Council's reasonable costs to provide written confirmation of such satisfaction.

8. Ownership

8.1 The Owner warrants to the GLA and the Council that Freehold Owner is the freehold owner of the Site, that it has full power and rights to enter into this Deed and that other than the Freehold Owner and the Leasehold Owner there is no other person having any freehold or leasehold interest in those parts of the Site.

8.2 The Owner hereby covenants with and undertakes to the GLA and the Council to give the GLA and the Council written notice as soon as practically possible of any change in ownership of any of the Owner's interests in the Site or part thereof occurring before all the obligations under this Deed have been discharged, such notice to include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan

SAVE THAT no notice is required in respect of disposals of any of the Residential Units to individual Occupiers or any individual unit of commercial space.

- 8.3 The Parties acknowledge that in the event that the Developer is incorporated and acquires a long leasehold interest in the Site it shall be the primary party responsible for discharging the Owner's obligations under this Deed.

9. Liability and Enforcement

- 9.1 If any of the provisions in this Deed are held invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

- 9.2 Without affecting any statutory powers or rights of access or entry, the Owner covenants with and undertakes to the GLA and the Council to permit the GLA and the Council and their authorised employees and agents upon taking reasonable precautions as to their own security and upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

- 9.3 The Owner shall not encumber or otherwise deal with the Site or any part thereof in any manner whatsoever whereby the obligations imposed in this Deed on the Owner will be prevented from being carried out.

- 9.4 No person shall be liable for a breach of any of its obligations under this Deed or obligations relating to any part of the Site after it has parted with all of its interests in the Site or the part in respect of which the breach arises (as the case may be) save in both cases for liability for antecedent breaches.

- 9.5 It is further agreed that this Deed shall lapse and be of no further effect (but without affecting any liability for antecedent breaches) if:

- (a) the Permission expires without having been implemented by way of the carrying out of a Material Operation; or
- (b) the Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner and/or BDW and/or the Developer; or
- (c) the Permission is quashed following a successful legal challenge.

- 9.6 No obligations, undertakings or liabilities under this Deed shall be enforceable against statutory undertakers, utility providers and public transport providers (save to the extent any such person carries out any part of the Development) who as part of their undertaking have any interest in the Site nor mortgagee or chargees of any such person nor any receiver appointed by a mortgagee or chargee of such persons.

- 9.7 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs 2.2.1 and 2.2.2 of Schedule 3 and paragraph 1.2 of Schedule 5 shall be enforceable against individual purchasers, lessees or occupiers/tenants of the individual Residential Units within the Development or their mortgagees or successors in title to either the purchaser or lessee or mortgagee.

9.8 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs [] of Schedule 3 shall be enforceable against an Affordable Housing Provider whose interest in the Site is limited to Affordable Housing Units and any Additional Affordable Housing Units (and associated communal development).

10. Legal and Monitoring Costs

10.1 BDW hereby covenants with and undertakes to the Council to pay the Council's reasonable and proper costs legal and administrative costs in respect of drafting, negotiating and completion of this Deed.

10.2 The Owner hereby covenants with and undertakes to the Council so as to bind all their interests in the Site to pay the Monitoring Fee on or before the Commencement Date.

10.3 BDW covenants with the GLA to pay to the GLA on or before the date of this Deed the GLA's reasonable costs incurred in the preparation, negotiation and completion of this Deed

10.4 The Owner covenants with the GLA to pay the GLA's reasonable and proper costs in connection with any approvals, satisfaction, agreement, confirmation or consent sought from the GLA under this Deed, including considering any request under clause [] to make a determination as to approval of details instead of the Council, as soon as reasonably practicable and in any event not later than twenty (20) Working Days after receipt of an invoice from the GLA.

11. Local Land Charge

11.1 This Deed is a local land charge and the Council shall register it as such as soon as practicable after the completion of this Deed.

11.2 Following the performance and satisfaction of all the obligations contained in this Deed or in the event that this Deed lapses pursuant to clause 8.5 the Council agrees (subject to where so requested it first being paid a reasonable administration fee) it will upon written confirmation cancel all the entries made in the register of local land charges in respect of this Deed.

12. No Fetter on Discretion

12.1 Nothing contained or implied in this Deed shall fetter or prejudice or otherwise affect the rights, powers, duties and obligations of the GLA and the Council in the exercise of their functions in any capacity and all rights, powers, duties and obligations under any public and private statutes, bylaws and regulations (including for the avoidance of doubt the ability to apply for or be granted any of the following: declaratory relief, injunction, specific performance, payment of any sum, damages, any other means of enforcing this Deed and consequential and interim orders and relief) and the same may be fully and effectively exercised as if the GLA and the Council were not parties to this Deed.

13. Waiver

13.1 No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner, nor any waiver of any breach by their respective successors in title or assigns or

any persons claiming through or under it an interest in the Site in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner and/or its successors in title or assigns or any persons claiming through or under the Owner an interest in the Site.

14. Interest

14.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA and/or the Council, if any sum required to be paid by the Owner under this Deed is paid late, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.

14.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA or the Council (as the case may be) recoverable by action and liable to Interest thereon from the date due until the date of payment.

15. Indexation

15.1 The financial contributions payable pursuant to Schedule 9 of this Deed shall be index linked in accordance with this clause and shall be increased (but not decreased) by the percentage increase in the BCIS Index from the date of this Deed (using the BCIS Index figure last published at that date) until the date on which payment (or an instalment thereof as provided for in this Deed in which case unpaid instalments will continue to be index-linked) is made in full (using the BCIS Index figure last published at that date).

16. Third Parties

16.1 Unless expressly stated in this Deed no third party or other person who is not a party to this Deed other than a successor in title (who is not excluded from liability under this Deed) or in the case of the GLA and the Council a successor body may enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

17. Dispute Procedures

17.1 If any dispute arises relating to or arising out of the terms of this Deed the parties will attempt to resolve that dispute amicably.

17.2 Subject to clause 17.7, if the relevant parties are unable to resolve the dispute amicably pursuant to clause 17.1 either party may give to the other party or parties a Determination Notice

17.3 The Expert will be appointed by written agreement between the parties or if within 10 (ten) Working Days after service of the Determination Notice the parties have been unable to so agree in writing then on the application of any of the parties by such a person as the parties will agree to be appropriate as the Expert having regard to the nature of the dispute or difference in question PROVIDED THAT:

(a) Subject to clause 17.3(b) and 17.3(c) where such a dispute relates to the construction of this Deed or any other agreement or related document it shall be

referred to a solicitor or barrister agreed upon by the parties or in default of written agreement appointed on the application of either party by or at the direction of the President for the time being of the Law Society

- (b) Where such dispute relates to engineering construction or highway works it shall be referred to a Chartered Civil Engineer agreed upon by the parties or in default of agreement appointed on the application of either party by or at the direction of the President for the time being of the Institution of Civil Engineers
- (c) Where such a dispute relates to the construction of the Commercial Travel Plan or the Residential Travel Plan (including the setting of targets if agreement cannot be reached in writing between the parties upon them) it shall be referred to a Chartered Member of the Chartered Institution of Highways and Transportation agreed upon by the parties in writing or in default of agreement appointed upon the application of either party by or at the direction of the President for the time being of the Chartered Institution of Highways and Transportation

17.4 The Expert is to act as an independent expert and:

- (a) Each party may make written representations within 10 (ten) Working Days of their appointment and will simultaneously copy the written representations to the other party;
- (b) Each party is to have a further 10 (ten) Working Days after receipt to make written comments on the other party's representations and will simultaneously copy their additional written comments to the other party;
- (c) The Expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;
- (d) The Expert is not to take oral representations from the parties without giving both parties the opportunity to be present and to give evidence and to cross-examine each other;
- (e) The Expert is to have regard to all representations and evidence before them when making their decision (which is to be in writing) and is to give written reasons for their decision; and
- (f) The Expert is to use all reasonable endeavours to publish their decision within 30 Working Days of their appointment

17.5 Except where stated to the contrary in this Deed the responsibility for the costs of referring a dispute to an Expert under this clause 16 including the costs connected with the appointment of the Expert and the Expert's own costs and the other professional costs of any party in relation to a dispute will be decided by the Expert and if one party shall pay more than their due proportion of such costs, they may recover the balance from the other party as a debt due under this Deed

17.6 The Expert's decision shall (save in the case of fraud or manifest error) be final and binding on the parties

17.7 This clause 17 shall not apply to disputes relating to matters of law or the construction or interpretation of this Deed which shall only be subject to the jurisdiction of the courts of England

18. Service of notices

18.1 Any notice or written communication to be served by one party upon any other party pursuant to the terms of this Deed shall be deemed to have been validly served if delivered in accordance with this clause 17.

18.2 Any notice, request, demand or other communication to be given under or in connection with this Deed shall be in writing (which for this purpose shall not include email) and should be addressed as provided in clause 17.4.

18.3 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed (SAVE THAT such notice must be left at or sent to the address specified in clause 18.4) and any such notice shall be writing and shall refer to the name, date and parties to the agreement and shall cite the clause of the agreement to which it relates.

18.4 Subject to clause 18.5, the contact details for each party are as follows:

(a) For the Leasehold Owner:

Address: Places for London Limited, 5 Endeavour Square, London,
E20 1JN

Name: The Company Secretary

Reference:

(b) For the Freehold Owner :

Address: London Underground Limited, 5 Endeavour Square,
London, E20 1JN

Name: The Company Secretary

Reference:

(c) For BDW:

Address: Barratt House, Cartwright Way, Forest Business Park,
Bardon Hill, Coalville, Leicestershire LE67 1UF

Name: The Company Secretary

Reference: []

(d) For the Council:

Address:

Name:

Reference:

(e) For the GLA:

Address: City Hall, Kamal Chunchie Way, London, E16 1ZE

Name: Head of Development Management

Reference: GLA/2025/0802/S2

18.5 A party may give notice of a change to its name, address or relevant addressee for the purposes of this clause provided that such notification shall only be effective on:

(a) the date specified in the notification as the date on which the change is to take place; or

(b) if no date is specified or the date specified is less than five (5) Working Days after the date on which notice is received or deemed to be received, the fifth Working Day after the notice is received or deemed to be received.

19. Future Planning Permissions

19.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Permission) granted after the date of the Permission

20. Governing Law and Jurisdiction

20.1 The construction validity and performance of this Deed shall be governed by English law without reference to any other country's system of laws and the parties agree to irrevocably submit to the exclusive jurisdiction of the English courts.

21. Counterparts

21.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

22. Delivery

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

DRAFT

SCHEDULE 1

Draft Permission

DRAFT

SCHEDULE 2

Plans

1. []

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SCHEDULE 3
AFFORDABLE HOUSING

The Owner covenants with the GLA and the Council as follows:-

1. AFFORDABLE HOUSING MINIMUM AND MAXIMUM PROVISION

- 1.1. The Owner covenants with and undertakes to the GLA and the Council to provide the Affordable Housing Units in accordance with the provisions of this Schedule 3.
- 1.2. The Owner shall construct and deliver the Affordable Housing Units within the Development in accordance with the Affordable Housing Mix in the locations shown on Plan 2.
- 1.3. The Affordable Housing Units and the Additional Affordable Housing Units shall together not exceed 50% (fifty 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 Mix.

2. PROVISION OF AND USE AS AFFORDABLE HOUSING

- 2.1. The Owner shall ensure that the Affordable Housing Units are designed and built to meet the relevant London Housing Design and Quality Standards to the extent compatible with the Permission.
- 2.2. Subject always to paragraph 6 of this Schedule 3:
 - 2.2.1. The Owner shall not Occupy nor allow or cause or permit Occupation of any Affordable Housing Units other than as Affordable Housing in perpetuity and shall retain the Affordable Housing Units in perpetuity subject to the provisions of this Deed;
 - 2.2.2. The Owner shall not Occupy nor allow or cause or permit the Occupation of any:
 - 2.2.2.1. Social Rented Housing Units other than as Social Rented Housing for the lifetime of the Development; and
 - 2.2.2.2. Intermediate Housing Units other than as Intermediate Housing for the lifetime of the Development.
 - 2.2.3. The Owner shall construct, complete and provide the Affordable Housing Units in accordance with the tenure and mix set out in the following table in the locations shown on Plan 2:

	Social Rented Housing		Intermediate Housing	
	Units	Habitable Rooms	Units	Habitable Rooms
1 bed/2p	0	0	18	36
2 bed/3p	0	0	17	51
2 bed/4p	24	87	21	63
3 bed/5p	20	87	0	0
Total	44	174	56	150

3. DELIVERY OF AFFORDABLE HOUSING UNITS

- 3.1. Not to Occupy the Affordable Housing Units unless and until the Council has approved the proposed Affordable Housing Provider.
- 3.2. The Owner shall not Occupy nor cause or permit Occupation of more than [50% (fifty per cent) of the Open Market Housing Units until:
- 3.2.1. 50% (fifty per cent) of the Affordable Housing Units have been completed and are ready and available for Occupation as Affordable Housing; and
 - 3.2.2. a contract or contracts for the disposal to an Affordable Housing Provider of 50% (fifty per cent) of the Affordable Housing Units has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs 3.2.2.1, 3.2.2.2 and 3.2.2.3 below in relation to the units being acquired:
 - 3.2.2.1. to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;
 - 3.2.2.2. to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and
 - 3.2.2.3. not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.
- 3.3. The Owner shall not Occupy nor cause or permit Occupation of more than 75% (seventy five per cent) of the Open Market Housing Units until:
- 3.3.1. 100% (one hundred per cent) of the Affordable Housing Units have been completed and are ready and available for Occupation as Affordable Housing; and
 - 3.3.2. a contract or contracts for the disposal to an Affordable Housing Provider of 100% (one hundred per cent) of the Affordable Housing Units has been entered into by way of freehold sale or grant of a lease of not less than 125 years, subject to an express condition that the Affordable Housing Provider will comply with paragraphs 3.2.2.1, 3.2.2.2 and 3.2.2.3 below in relation to the units being acquired:
 - 3.3.2.1. to comply and procure compliance with the terms of this Deed in so far as they relate to the relevant Affordable Housing Units;
 - 3.3.2.2. to enter into a Nominations Agreement prior to first Occupation of the relevant Affordable Housing Units; and
 - 3.3.2.3. not to sub-divide any Affordable Housing Unit and to ensure that a covenant to this effect is secured in each disposition of an Affordable Housing Unit.
- 3.4. [
- 3.4.1. If the Owner has used reasonable endeavours to secure a contract or contracts for the disposal to an Affordable Housing Provider of the Affordable Housing Units in accordance with the restrictions contained in this Schedule for a period of at least 9 (nine) months but has been unable to do so it shall notify the Council in writing to that effect such notice to include evidence of the reasonable endeavours so used.
 - 3.4.2. Within 20 (twenty) Working Days of receipt of any notice pursuant to paragraph

3.4.1 of this Schedule 3 the Council shall confirm in writing to the Owner whether or not it is satisfied that the Owner has complied with the requirements of paragraph 3.4.1 of this Schedule 3 PROVIDED THAT:

3.4.2.1. where the Council does not consider that the Owner has complied with the requirements of paragraph 3.4.1 of this Schedule 3 its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Council and the Owner in respect of the reason(s) provided either party may refer the matter for determination under clause 17 of this Deed; and

3.4.2.2. where the Council fails to respond to such notice or fails to provide any written reasons for dissatisfaction within the said 20 (twenty) Working Day period then the Council shall be deemed to have confirmed in writing that it is satisfied the Owner has complied with the requirements of paragraph 3.4.1 of this Schedule 3.

3.4.3. Where it is agreed, deemed or determined that the Owner has complied with the requirements of paragraph 3.4.1 of this Schedule 3 then upon payment to the Council of an affordable housing commuted sum (such sum to be confirmed by the Council calculated in accordance with the Council's policies as are applicable at the time of the calculation and for the avoidance of doubt any disagreement in relation to the sum may be referred to dispute resolution in accordance with clause 16 of this Deed):

3.4.3.1. the Affordable Housing Units shall be permitted to be used for the provision of Open Market Housing Unit and the Owner shall be free to dispose of those Affordable Housing Units on the open market and the restrictions on occupation or use of those Affordable Housing Units referred to in this Deed shall no longer apply to or be binding or enforceable on or against any person who purchases or leases the said Affordable Housing Units or any successors or other persons deriving title from them or their mortgagee/chargee; and

3.4.3.2. the Affordable Housing Units shall be automatically released from the obligations in this Schedule regulating their use as Affordable Housing Units which shall be of no further effect and the Occupation or Open Market Housing Units shall be permitted to proceed.]

4. NOMINATIONS AGREEMENTS

4.1. The Owner shall not Occupy or cause or permit Occupation of the Social Rented Housing Units unless and until Nominations Agreement(s) are in place between the Council and the agreed Affordable Housing Provider for the relevant Social Rented Housing Units.

5. EXCLUSION OF LIABILITY

5.1. The obligations and restrictions contained in this Schedule 3 shall not bind:

5.1.1. any Chargee from time to time who seeks to dispose of any Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Charge) and who has first complied with the provisions of paragraph 6 below;

5.1.2. an RTA Purchaser;

5.1.3. any mortgagee or chargee of a London Shared Ownership Housing Unit lawfully exercising the mortgagee protection provision within a London Shared Ownership Lease;

5.1.4. any lessee of a London Shared Ownership Housing Unit who has Staircased to 100% (one hundred per cent) ownership of such unit; and

- 5.1.5. any person or body deriving title through or from any of the parties mentioned in paragraphs 5.1.1-5.1.4 (inclusive).

6. CHARGE IN POSSESSION

- 6.1. In order to benefit from the protection granted by paragraph 5.1.1 above, a Chargee must:
- 6.1.1. serve a Default Notice on the Council by delivery by hand to the Council's offices at [] during [the hours of 09.00 a.m. to 05.00 p.m.] or using first class registered post to the Council's offices at [the address on the first page of this Deed] in either case addressed to [the Head of Planning and Head of Legal Services] of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
 - 6.1.2. serve a Default Notice on the GLA by delivery by hand to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) during the hours of 9 a.m. to 5 p.m. on a Working Day or using first class registered post to the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
 - 6.1.3. when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and
 - 6.1.4. subject to paragraph 6.6 below, 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 6.3 below.
- 6.2. From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.
- 6.3. Not later than fifteen (15) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the party who first served the Intention Notice (the "Buyer") and the Chargee), the Chargee will grant the Buyer (and/or the Buyer's nominated substitute Affordable Housing Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:
- 6.3.1. the sale and purchase will 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));
 - 6.3.2. the price for the sale and purchase will be agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below;
 - 6.3.3. provided that the purchase price has been agreed in accordance with paragraph 6.4.2 below or determined in accordance with paragraph 6.5 below, but subject to paragraph 6.3.4 below, the Buyer (or its nominated substitute 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;
 - 6.3.4. the Option will expire upon the earlier of (i) notification in writing by the Buyer

- (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
- 6.3.5. any other terms agreed between the parties to the Option (acting reasonably).
- 6.4. Following the service of the Intention Notice:
- 6.4.1. the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer (or its nominated substitute 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
- 6.4.2. the Buyer (or its nominated substitute 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:
- 6.4.2.1. 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 3; and
- 6.4.2.2. (unless otherwise agreed in writing between the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.
- 6.5. On the date falling ten (10) Working Days after service of the Intention Notice, if the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 6.4.2.1 above:
- 6.5.1. the Buyer (or its nominated substitute Affordable Housing Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least ten (10) years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;
- 6.5.2. if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Buyer (or its nominated substitute 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 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;
- 6.5.3. the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 6.4.2.1 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;
- 6.5.4. the independent surveyor shall act as an expert and not as an arbitrator;
- 6.5.5. the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 6.5.6. the independent surveyor shall make his/her decision and notify the Buyer, the Buyer's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than fourteen (14) days after his/her appointment and in any event within the Moratorium Period; and
- 6.5.7. the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
- 6.6. The Chargee may dispose of the relevant Affordable Housing Units and/or Additional

Affordable Housing Units free from the obligations and restrictions contained in paragraphs 1 to 4 (inclusive), 7 and 8 of this Schedule 3 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

- 6.6.1. the GLA and the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
 - 6.6.2. the Buyer (or its nominated substitute 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
 - 6.6.3. the Buyer (or its nominated substitute Affordable Housing Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 6.7. The GLA and the Council (or their nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 6.1 to 6.6 above (inclusive).

7. LONDON SHARED OWNERSHIP HOUSING UNITS

- 7.1. No London Shared Ownership Housing Unit shall be Occupied other than by an Eligible Purchaser and the Owner shall procure that the Affordable Housing Provider shall ensure that any disposal of the London Shared Ownership Housing Units shall be to an Eligible Purchaser.

8. LONDON LIVING RENT HOUSING UNITS

- 8.1. Subject to the provisions of this Deed, the Owner covenants with the Council not to Occupy any of the London Living Rent Housing Units other than as a London Living Rent Housing Unit by an Eligible Renter SAVE in the case of paragraph 8.2 – 8.6 below.
- 8.2. 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.
- 8.3. 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 8.2 above, the Owner 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.
- 8.4. On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that time of that unit has not elected to acquire that unit, the Owner 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).
- 8.5. On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 8.2 or 8.3 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
- 8.6. The Owner shall not Occupy or suffer or permit Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant London Shared Ownership Lessee has Staircased to 100% (one hundred per cent) equity.

9. MONITORING

- 9.1. As soon as reasonably practicable following completion of this Deed and in any event no later than the next Quarter Day after the date of this Deed, the Council shall report to the Planning London Datahub the types, tenures, number of bedrooms per unit, number of units and number of Habitable Rooms of the Residential Units and other relevant information relating to the Development as specified in the Planning London Datahub including the number and tenure of the Affordable Housing Units by unit numbers and by Habitable Room.

SCHEDULE 4
EARLY STAGE VIABILITY REVIEW

The Owner covenants with the GLA and the Council as follows:-

1. EARLY STAGE REVIEW TRIGGER

- 1.1. The Owner shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than ten (10) Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2. No later than five (5) Working Days after receiving a written request from the GLA and/or the Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA and the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3. Following the Owner's notification pursuant to paragraph 1.1 above, the Owner shall afford GLA and the Council access to the Site to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT the GLA and the Council shall:
 - 1.3.1. provide the Owner with reasonable written notice of its intention to carry out such an inspection;
 - 1.3.2. comply with relevant health and safety legislation; and
 - 1.3.3. at all times be accompanied by the Owner or its agent.
- 1.4. No later than twenty (20) Working Days after the GLA and the Council receives:-
 - 1.4.1. notice pursuant to paragraph 1.1 above; or
 - 1.4.2. if the GLA and/or the Council makes a request under paragraph 1.2 above, the additional documentary evidence,the Council (and if it elects to do so the GLA) shall inspect the Site and thereafter provide written confirmation to the Owner within ten (10) Working Days of the inspection date as to whether or not the Council (and if the GLA has inspected the Site, the GLA) consider that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5. If the GLA and/or the Council notifies the Owner pursuant to paragraph 1.4 above that the GLA and/or the Council considers that Substantial Implementation has not been achieved then paragraph 1 of this Schedule shall continue to apply *mutatis mutandis* until the GLA and Council have notified the Owner that Substantial Implementation has been achieved.
- 1.6. The Owner shall not Occupy the Development or any part thereof until:
 - 1.6.1. the GLA and the Council have notified the Owner pursuant to paragraph 1.4 above that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; and either
 - 1.6.2. the GLA and the Council have notified the Owner pursuant to paragraph 3.5 below that no Additional Affordable Housing Units are required; or
 - 1.6.3. if the GLA and the Council notify the Owner pursuant to paragraph 3.5 below that Additional Affordable Housing Units are required, an Additional Affordable Housing Scheme has been approved pursuant to paragraph 3.4 or 3.5 of this Schedule 4.

2. SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 2.1. Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the GLA and the Council under paragraph 1.4 above or pursuant to dispute resolution as provided for in this Deed):-
- 2.1.1. the Owner shall submit the following information to the GLA and the Council no later than twenty (20) Working Days after the date on which the Owner is notified pursuant to paragraph 1.4 or 1.6 above that Substantial Implementation has not been achieved, on the basis that the GLA and the Council may make such information publicly available:
- 2.1.1.1. the Early Stage Development Viability Information for Formula 1a and Formula 2;
- 2.1.1.2. a written statement that applies the applicable Early Stage Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than zero it 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
- 2.1.1.3. where such written statement confirms that Additional Affordable Housing Units can be provided, an Additional Affordable Housing Scheme; and
- 2.1.2. paragraphs 3 and 4 below shall apply.

3. ASSESSMENT OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

- 3.1. The Council and (if it elects to do so) the GLA shall assess the information submitted pursuant to paragraph 2 above and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and for the avoidance of doubt the Council and the GLA shall be entitled to rely on their own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner .
- 3.2. The Council and the GLA may appoint External Consultants to assess the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3.
- 3.3. In the event that the Council, the GLA and/or an External Consultant requires further Early Stage Development Viability Information or supporting evidence of the same then the Owner shall provide any reasonably required information to the Council and the GLA and/or the External Consultants (as applicable and with copies to the other parties) within ten (10) Working Days of receiving the relevant request and this process may be repeated until the Council and the GLA and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.
- 3.4. When the Council and (if it has elected to do so) the GLA or their External Consultants have completed its assessment of the information submitted pursuant to paragraph 2 above, the Council and (if applicable) the GLA shall notify the Owner in writing of the Council's and (if applicable) the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.
- 3.5. Where the Council and (if applicable) the GLA conclude that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise, the Owner shall provide an Additional Affordable Housing Scheme to the Council and (if

applicable) the GLA for approval (such approval not to be unreasonably withheld or delayed) within ten (10) Working Days of the date on which it receives the Council's and (if applicable) the GLA's notice pursuant to paragraph 3.4 above.

- 3.6. If the Council's (or the GLA's) assessment pursuant to paragraph 3.4 concludes that:
- 3.6.1. a surplus profit 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
 - 3.6.2. a surplus profit 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 profit allocable to any incomplete Additional Affordable Housing Unit to the Council as a financial contribution towards offsite Affordable Housing.

- 3.7. The Owner shall pay the Council's and the GLA's costs which are reasonably and properly incurred in assessing the Early Stage Development Viability Information and any other information submitted pursuant to paragraph 2 above and this paragraph 3, including those of the External Consultant, within twenty (20) Working Days of receipt of a written request for payment from the GLA and the Council.
- 3.8. In the event of a disagreement between the Council and the GLA (or their External Consultants) as to the assessment of the Early Stage Development Viability Information and any other information submitted to paragraph 2 above and this paragraph 3 then the conclusions of the GLA (or its External Consultant) shall prevail.

4. DELIVERY OF ADDITIONAL AFFORDABLE HOUSING

- 4.1. Where it is determined pursuant to paragraph 3.4 of this Schedule 4 that one or more Additional Affordable Housing Units are required the Owner shall not Occupy more than 50% (fifty per cent) of the Open Market Housing Units unless and until it has:
- 4.1.1. Practically Completed all of the Additional Affordable Housing Units in accordance with the Additional Affordable Housing Scheme approved by the Council and made them available for Occupation; and
 - 4.1.2. paid any remaining surplus profit pursuant to paragraph 3.6 of this Schedule 4 to the Council towards the delivery of offsite Affordable Housing within the Council's administrative area.
- 4.2. The parties agree that the terms of Schedule 3 shall apply mutatis mutandis to the provision of any Additional Affordable Housing Units.

5. PUBLIC SUBSIDY

Nothing in this Deed shall prejudice any contractual obligation on the Owner to repay or reimburse any Public Subsidy using any Surplus Profit that is to be retained by the Owner following the Early Stage Review (if triggered).

6. MONITORING

- 6.1. The parties acknowledge and agree that as soon as reasonably practicable after the approval of the Additional Affordable Housing Scheme pursuant to paragraph 3.4 or 3.5 of this Schedule 4 or, if an Additional Affordable Housing Scheme is not required by the Council, the conclusion of the assessment under paragraph 3.4 of this Schedule 4 the Council shall report to the GLA through the Planning London Datahub the following information (to the extent applicable):
- 6.1.1. the number and tenure of the Additional Affordable Housing Units by unit numbers and Habitable Room (if any);

- 6.1.2. any changes in the tenure or affordability of the Affordable Housing Units by unit numbers and Habitable Room; and
- 6.1.3. the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.6 of this Schedule 4.

APPENDIX TO SCHEDULE 4

FORMULAE FOR EARLY STAGE REVIEW

FORMULA 1a (Early Stage Review Surplus)

X = Surplus Return available for Additional Affordable Housing Units

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

Where:-

A = Early Stage Review GDV (£)

B = assumed application-stage GDV for the Open Market Housing Units at the date of the Permission (£) to be calculated using the following formula: $A \div (C + 1)$

C = percentage change in value for the Open Market Housing Units from the grant of the Permission to the Early Stage Review Date (by reference to the Land Registry House Price Index (HPI)) (%)

D = Early Stage Review Build Costs (£)

E = assumed application-stage Build Costs at the date of the Permission (£) to be calculated using the following formula: $D \div (F + 1)$

F = percentage change in the Build Costs from the grant of the Permission to the Early Stage Review Date (by reference to the BCIS All-in Tender Price Index (BCIS TPI)) (%)

P = $(A - B) * Y$

Y = Target Return (%)

Notes:-

$(A - B)$ = the change in GDV of the Open Market Housing Units from the date of the Permission to the Early Stage Review Date (£).

$(D - E)$ = the change in Build Costs from the date of the Permission to the Early Stage Review Date (£).

P = Owner return on change in GDV excluding public subsidy (£).

0.6 = any Surplus Profit, after deducting the Owner profit (P), will be shared between the Council and the Owner with 60% (sixty per cent) of the Surplus Profit to be used by the Council for additional off-site Affordable Housing and 40% (forty per cent) of the Surplus Profit to be retained by Owner .

FORMULA 2 (Early Stage Review Additional Affordable Housing Requirement)

X = Additional Social Rented Housing requirement (habitable rooms)

$$X = ((E * F) / (A - B)) / D$$

Y = Additional Intermediate Housing requirement (habitable rooms)

$$Y = ((E * G) / (A - C)) / D$$

Where:-

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

B = Average Social Rented Housing Value (£ per m²)

C = Average Intermediate Housing Value (£ per m²)

D = Average Habitable Room size for the Development being (being [] m²)

E = Surplus return available for additional affordable housing (as determined in Formula 1a Early Stage Review)

F = Percentage of surplus return available for Additional Affordable Housing Units to be used for Social Rented Housing (per cent)

G = Percentage of surplus return available for Additional Affordable Housing Units to be used for Intermediate Housing (per cent)

Notes:-

(A – B) = difference in average value of market housing per m² and average value of Social Rented Housing per m² (£).

(A – C) = difference in average value of market housing per m² and average value of Intermediate Housing per m² (£).

(E * F) = surplus return to be used for Social Rented Housing (£).

(E * G) = surplus return to be used for Intermediate Housing (£).

(E * F) / (A – B) = additional Social Rented Housing requirement (m²) (£).

(E * G) / (A – C) = additional Intermediate Housing requirement (m²) (£).

SCHEDULE 5
TRANSPORT AND HIGHWAYS

The Owner hereby covenants with the GLA and the Council as follows:

1. CONTROLLED PARKING ZONE

- 1.1. Not to permit Occupation of the Development until residential Occupiers have been given advance notice in writing of the provisions of paragraph 1.2 below.
- 1.2. To ensure that:
 - 1.2.1. first and subsequent residential Occupiers are notified in writing that (unless they are holders of a Disabled Person's Badge) they are prohibited from applying for a parking permit to park a vehicle in any present or future CPZ operating in the vicinity of the Site;
 - 1.2.2. material published and any agreements entered into by first or subsequent residential Occupiers or their agents for the purpose of letting the development or part thereof incorporates notice to potential residential Occupiers of the restrictions set out in this paragraph 1.2; and
 - 1.2.3. first and subsequent residential Occupiers hereby waive all rights and entitlement to a permit to park in any present or future CPZ operating in the vicinity of the Site (unless the Occupier concerned becomes entitled to a Disabled Person's Badge).

2. RESIDENTIAL TRAVEL PLAN

- 2.1. To submit a Residential Travel Plan to the Council for approval at least three (3) months prior to Occupation of any Residential Unit and not to Occupy any Residential Unit until the Council has approved a Residential Travel Plan.
- 2.2. To pay the Residential Travel Plan Monitoring Fee to the Council on or prior to Occupation of 75% (seventy five per cent) of the Residential Units.
- 2.3. Not to Occupy more than 75% (seventy five per cent) of the Residential Units unless and until the Residential Travel Plan Monitoring Fee has been paid to the Council.
- 2.4. To undertake TRICS compliant surveys of residents:
 - 2.4.1. within four (4) months of first Occupation of the Residential Units;
 - 2.4.2. on the date 90% of the Residential Units are Occupied; and
 - 2.4.3. on the first, third and fifth anniversaries of the date the surveys in paragraph 2.4.2 of this Schedule 5 were first carried out.
- 2.5. To submit an updated Residential Travel Plan to the Council for approval incorporating the results of the surveys carried under paragraph 2.4 of this Schedule 5 within two (2) months of conducting the respective surveys.
- 2.6. The Owner shall:
 - 2.6.1. appoint a RTP Champion no later than three (3) months prior to the date of Occupation of any Residential Units;
 - 2.6.2. submit the name and contact details of the appointed RTP Champion to the Council within ten (10) Working Days of the date of appointment of the RTP Champion;
 - 2.6.3. not Occupy cause or permit first Occupation of any Residential Units unless and until a RTP Champion has been appointed and the name and contact details of the appointed RTP Champion have been submitted to the Council; and
 - 2.6.4. notify the Council of any changes to the role or details of the appointed RTP

Champion within five (5) Working Days of the date the change occurs.

- 2.7. Unless otherwise agreed in writing by the Council, the Owner covenants that the role of a RTP Champion shall remain in place until at least five (5) years after first Occupation of the final Residential Unit.
- 2.8. On or before the date on which each Residential Unit is first Occupied the Owner shall provide the prospective Occupier of that Residential Unit with a travel voucher to the value of £400 (four hundred pounds) to be used by the Occupier of that Residential Unit to obtain up to any two Residential Travel Plan Incentives of their choice up to a maximum value of £400 (four hundred pounds), up to a maximum cumulative cost to the Owner of £69,600 (sixty nine thousand six hundred pounds).

3. COMMERCIAL TRAVEL PLAN

- 3.1. To submit a Commercial Travel Plan to the Council for approval at least three (3) months prior to Occupation of the Commercial Floorspace and not to Occupy the Commercial Floorspace until the Council has approved a Commercial Travel Plan.
- 3.2. To pay the Commercial Travel Plan Monitoring Fee to the Council on or prior to Occupation of 75% (seventy five per cent) of the Commercial Floorspace.
- 3.3. Not to Occupy more than 75% (seventy five per cent) of the Commercial Floorspace unless and until the Commercial Travel Plan Monitoring Fee has been paid to the Council.
- 3.4. To undertake TRICS compliant surveys of employees of the Commercial Floorspace:
 - 3.4.1. within four (4) months of first Occupation of the Commercial Floorspace;
 - 3.4.2. on the date 90% of the Commercial Floorspace is Occupied; and
 - 3.4.3. on the third and fifth anniversaries of the date the surveys in paragraph 3.4.2 of this Schedule 5 were first carried out.
- 3.5. To submit an updated Commercial Travel Plan to the Council incorporating the results of the surveys carried under paragraph 3.4 of this Schedule 5 within two (2) months of conducting the respective surveys.
- 3.6. The Owner shall:
 - 3.6.1. appoint a CTP Champion no later than three (3) months prior to the date of Occupation of any of the Commercial Floorspace;
 - 3.6.2. submit the name and contact details of the appointed CTP Champion to the Council within ten (10) Working Days of the date of appointment of the CTP Champion;
 - 3.6.3. not Occupy cause or permit first Occupation of the Commercial Floorspace unless and until a CTP Champion has been appointed and the name and contact details of the appointed CTP Champion have been submitted to the Council; and
 - 3.6.4. notify the Council of any changes to the role or details of the appointed CTP Champion within five (5) Working Days of the date the change occurs.
- 3.7. Unless otherwise agreed in writing by the Council, the Owner covenants that the role of a CTP Champion shall remain in place until at least five (5) years after Occupation of 90% (ninety per cent) of the Commercial Floorspace.
- 3.8. On or before the date on which the Commercial Floorspace is first Occupied the Owner shall provide the prospective employees of the Commercial Floorspace with a travel voucher to the value of £200 (two hundred pounds) to be used by the employees of the Commercial Floorspace to obtain up to any two Commercial Travel Plan Incentives of their choice up to a maximum value of £200 (two hundred pounds).

4. HIGHWAYS AGREEMENT

- 4.1. To apply for and obtain all necessary statutory consents, approvals and authorisations (including third party and Statutory Undertaker consents if applicable) required for the purpose of carrying out the Highway Works.
- 4.2. To procure that the Highway Works are completed in accordance with the Highways Agreement on or prior to Occupation of more than 50% (fifty per cent) of the Residential Units.
- 4.3. Not to suffer or permit Occupation of more than 50% (fifty per cent) of the Residential Units until the Highway Works have been completed in accordance with the Highways Agreement.

SCHEDULE 6
EMPLOYMENT AND TRAINING

The Owner hereby covenants with the GLA and the Council as follows:

1. EMPLOYMENT AND TRAINING PLAN

- 1.1. The Owner shall:
- 1.1.1 submit to and obtain the Council 's written approval to the Employment and Training Plan prior to [carrying out any Preparatory Works;]
 - 1.1.2 not [carry out Preparatory Works cause or permit Preparatory Works] to be carried out unless and until the Employment and Training Plan has been submitted to and approved by the Council in writing ("**Approved Employment and Training Plan**");
 - 1.1.3 implement the Approved Employment and Training Plan in accordance with the terms set out in the Approved Employment and Training Plan unless otherwise agreed in writing with the Council and subject to amendments;
 - 1.1.4 use reasonable endeavours to comply with the Approved Employment and Training Plan and the targets contained within; and
 - 1.1.5 monitor and review the delivery of the Approved Employment and Training Plan during the construction phase and provide sufficient monitoring information to the reasonable satisfaction of the Council at three (3) monthly intervals from the date of Commencement of Development until the date of Practical Completion of the Development unless otherwise agreed by the Council in writing.
- 1.2 If the Council notifies the Owner in writing prior to Occupation that the targets set for delivery of any Apprenticeship, Progression Into Employment and Work Experience posts (as the case may be) in the Approved Employment and Training Plan are not being met, the Owner shall as soon as reasonably practicable after receipt of the Council's written notice (but no later than 20 (twenty) Working Days from receipt of the notice) propose for the Council's relevant reasonable written approval any remedial measures that could be put in place to meet the targets PROVIDED THAT if it is agreed that no remedial measures are reasonably required then paragraphs 1.3 to 1.5 of this Schedule 6 shall not apply.
- 1.3 Where paragraph 1.2 of this Schedule 6 applies, the Owner shall use reasonable endeavours to implement any approved remedial measures in accordance with the timescales agreed by the Council and Owner in writing.
- 1.4 If the Owner fails to demonstrate that it has used reasonable endeavours to implement any remedial measures approved by the Council under paragraph 1.3 of this Schedule 6 the Owner shall pay the applicable part of the Employment and Training Remedial Contribution to the Council within 20 (twenty) Working Days of receipt of a written demand for payment from the Council provided that payment is conditional upon such written demand being received prior to Occupation.
- 1.5 Upon payment of the applicable part of the Employment and Training Remedial Contribution to the Council pursuant to paragraph 1.4 of this Schedule 6, the Owner shall be released from all obligations in this Schedule 6 relating to the post (or posts) in respect of which the relevant part of the Employment and Training Remedial Contribution has been paid to the Council.

SCHEDULE 7
ENERGY AND SUSTAINABILITY

The Owner hereby covenants with the GLA and the Council as follows:

1. CARBON OFFSETTING CONTRIBUTION

- 1.1. To pay to the Council the 50% (fifty per cent) of the Carbon Offsetting Contribution prior to Commencement of Development and not to Commence or permit Commencement of Development unless and until 50% of the Carbon Offsetting Contribution has been paid to the Council.
- 1.2. The Owner shall within three (3) months (or other such period agreed in writing by the Council) of Practical Completion of the Development submit the As-Built Part L Calculations for the whole Development to the Council for its approval.
- 1.3. In the event that the As-Built Part L Calculations submitted pursuant to paragraph 1.2 of Schedule 7 demonstrates that the Carbon Dioxide Emissions Reduction Target has not been achieved after on-site reductions and the initial 50% (fifty per cent) payment of the Carbon Offsetting Contribution are taken into account, the Owner shall include a calculation of the remaining amount of the Carbon Offsetting Contribution in accordance with the Carbon Offsetting Contribution Formula and the As-Built Part L Calculations in its submission pursuant to paragraph 1.2 above and pay such amount to the Council within twenty one (21) Working Days of the Council's approval of the As- Built Part L Calculations.
- 1.4. In the event that the As-Built Part L Calculations approved by the Council pursuant to paragraph 1.2 of this Schedule 7 demonstrates that the Carbon Dioxide Emissions Reduction Target has been exceeded after on-site reductions and the initial 50% (fifty per cent) of the Carbon Offsetting Contribution are taken into account, the Council shall repay such part of the Carbon Offsetting Contribution that exceeds the Carbon Dioxide Emissions Reduction Target calculated in accordance with the Carbon Offsetting Contribution Formula to the party that originally paid the Carbon Offsetting Contribution within twenty one (21) Working Days of the Council's approval of the As-Built Part L Calculations.

2. BE SEEN ENERGY MONITORING

- 2.1. The Development shall not be Occupied until the Owner has provided the GLA with 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 or section of the GLA 'Be Seen' energy monitoring guidance (or any document that may replace it).
- 2.2. All data and supporting evidence should be submitted to the GLA pursuant to paragraph 2.1 of this Schedule 7 using the 'Be Seen' as-built stage reporting webform (['Be seen' energy monitoring guidance | London City Hall](#)).
- 2.3. The Development shall not be Occupied until the Owner has submitted to the GLA, and received approval of, evidence 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 GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).
- 2.4. From the date which is the later of:
 - 2.4.1. The date which is one year following first Occupation of the Development; or
 - 2.4.2. the end of the Defects Liability Period;and for the next four years following that date the Owner shall submit to the GLA 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 or section of the GLA 'Be Seen' energy monitoring guidance document (or any document that may replace it).

- 2.5. All data and supporting evidence that is required to be submitted under paragraph 2.4 of this Schedule 7 should be submitted to the GLA using the 'Be Seen' in-use stage reporting webform (['Be seen' energy monitoring guidance | London City Hall](#)).
- 2.6. In the event that the 'In-use stage' evidence submitted under paragraphs 2.4 and 2.5 of this Schedule 7 shows that the 'As-built stage' performance estimates derived from paragraphs 2.4 and 2.5 of this Schedule 7 have not been or are not being met, 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' in-use stage reporting webform. An action plan comprising measures identified in 2.4 and 2.5 of this Schedule 7 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. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable.

SCHEDULE 8
PUBLIC REALM

The Owner hereby covenants with the GLA and the Council as follows:

1. ACCESS

- 1.1. Subject to paragraphs 1.2 and 1.3 of this Schedule 8, to provide full public access free of charge to the Public Realm 24 hours a day every day throughout the calendar year and not to gate off any part of the Public Realm, or erect any signs or notices to discourage the general public from accessing or using the Public Realm.
- 1.2. The Owner may temporarily restrict or prevent access to the Public Realm or part(s) thereof by giving reasonable prior notice to the Council (except in cases of emergency or danger to the public when no prior notice or consent shall be required) but only for the following reasons:-
 - 1.2.1. the laying out of any estate roads within the vicinity of the Public Realm;
 - 1.2.2. works of planting or other soft landscaping to the Public Realm;
 - 1.2.3. the maintenance, repair, renewal, cleaning or other required works to or erection of structures (subject to obtaining necessary planning consents) on the Public Realm or immediately adjoining areas;
 - 1.2.4. the laying, construction, inspection, maintenance, repair or renewal or cleaning of any building or any services or service media serving such building or buildings now or hereafter on the land adjoining the Public Realm or any part thereof (including the erection of scaffolding);
 - 1.2.5. the rebuilding or redevelopment of any part or parts of the land adjoining the Public Realm;
 - 1.2.6. in cases of emergency or danger to the public;
 - 1.2.7. providing access to the adjacent railway, including associated infrastructure, and for its protection, maintenance and management;
 - 1.2.8. in the interests of security; and
 - 1.2.9. any other sufficient cause approved in writing by the Council.
- 1.3. It is agreed between the Owner the GLA and the Council that there is no intention to create any public rights over the Public Realm and access of the public to the Public Realm shall be in common with the rights of all persons having rights over the same for the purpose of access to the Development or parts or part thereof and the Owner shall be permitted to close any part of the Public Realm for one (1) day a year to prevent public or private rights accruing over it by means of prescription or other process of law and may erect such signage to notify the public of such intentions.

SCHEDULE 9
FINANCIAL CONTRIBUTIONS

The Owner hereby covenants with the GLA and the Council as follows:

1. **CPZ CONTRIBUTION**

To pay the CPZ Contribution to the Council prior to [Occupation] of the Development and not to Occupy or permit any [Occupation] of the Development until the CPZ Contribution has been paid in full to the Council.

2. **PEDESTRIAN CROSSING CONTRIBUTION**

To pay the Pedestrian Crossing Contribution to the Council prior to Occupation of more than 70% of the Residential Units and not to Occupy or permit any Occupation of more than 70% of the Residential Units until the Pedestrian Crossing Contribution has been paid in full to the Council.

3. **TOUCAN CROSSING CONTRIBUTION**

To pay the Toucan Crossing Contribution to the Council prior to Occupation of more than 70% (seventy per cent) of the Residential Units and not to Occupy or permit any Occupation more than 70% (seventy per cent) of the Residential Units until the Toucan Crossing Contribution has been paid in full to the Council.

4. **CCTV CONTRIBUTION**

To pay the CCTV Contribution to the Council prior to Occupation of the Development and not to Occupy or permit any Occupation of the Development until the CCTV Contribution has been paid in full to the Council.

5. **BNG MONITORING CONTRIBUTION**

To pay the BNG Monitoring Contribution to the Council prior to Occupation of the Development and not to Occupy or permit any Occupation of the Development until the BNG Monitoring Contribution has been paid in full to the Council.

6. **PLAY SPACE CONTRIBUTION**

To pay the Play Space Contribution to the Council prior to Occupation of more than 70% (seventy per cent) of the Residential Units and not to Occupy or permit any Occupation of more than 70% (seventy per cent) of the Residential Units until the Play Space Contribution has been paid in full to the Council.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Executed as a Deed (but not delivered until the date of this Deed (by affixing the common seal of **THE GREATER LONDON AUTHORITY** in the presence of

.....
Full Name (Authorised Signatory)

.....
Signature of Authorised Signatory

The COMMON SEAL of **THE MAYOR**)
AND BURGESSES OF THE)
LONDON BOROUGH OF BARNET)
was affixed to this Deed in the
presence of

Authorised Signatory

Executed as a Deed by)
and)
pursuant to a Power of Attorney dated)
for and on)
behalf of **BDW TRADING LIMITED**)

.....
Signature of Witness

Name:
Address:
.....
.....
Occupation:

.....
Signature of Witness

Name:
Address:
.....
.....
Occupation:

.....
Signature of Attorney
as attorney for
BDW TRADING LIMITED

.....
Signature of Attorney
as attorney for
BDW TRADING LIMITED

EXECUTED AS A DEED by
LONDON UNDERGROUND LIMITED

acting by its attorney

Name: _____

Signature of Attorney

Execution Ref. no: _____

In the presence of:

Signature of witness

Witness name (in BLOCK CAPITALS)

Witness address:

Executed as a deed by **PLACES FOR**)
LONDON LIMITED acting by its)
attorney _____)

in the presence of:

Signature of Witness

Name (IN BLOCK CAPITALS)

Address

Reference Number: