DATED 21 October **2026**

THE GREATER LONDON AUTHORITY

AND

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

AND

REGAL GNLP LIMITED

AND

SOLUTUS ADVISORS LIMITED

DEED OF PLANNING OBLIGATION

pursuant to Section 106 of the Town and Country Planning Act 1990 and all enabling powers

relating to the development of land at

Great North Leisure Park, Leisure Way, N12 0GL
in the London Borough of Barnet

Ref: 25/0213/FUL

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THIS DEED is dated 21 October 2026

BETWEEN:

(1) **THE GREATER LONDON AUTHORITY** of City Hall, Kamal Chunchie Way, London, E16 1ZE (the **"GLA"**);

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of 2 Bristol Avenue, Colindale, London, NW9 4EW (the "**Council**");

(3) **REGAL GNLP LIMITED** (Company Registration Number 14147094) whose registered office is at Regal Real Estates Ltd, 4-5 Coleridge Gardens, London, United Kingdom, NW6 3QH (the "**Owner**"); and

(4) **SOLUTUS ADVISORS LIMITED** (Company Registration Number 07350379) whose registered office is at Canal Mill, Botany Bay, Chorley, England, PR6 9AF (the **"Mortgagee"**),

together the "**Parties**".

RECITALS

(A) The GLA is a body established by 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.

(B) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and 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.

(C) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act and the GLA confirms that this Deed is the sole planning agreement which secures the planning obligations in respect of the Planning Permission.

(D) The Council is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number AGL261100 (in which capacity it is referred to in this Deed as

"**LB Barnet Freeholder**") and enters into this Deed in its capacity as freeholder (subject always to the provisions of Clause 5 of this Deed).

(E) The Owner is the proprietor of two long leasehold interests (the "Headleases") in the Land registered at HM Land Registry under title numbers NGL719397 (which covers the whole of the Residential Land) and NGL754493 (which covers part of the Leisure Centre Land).

(F) Both of the interests referred to in Recital E are affected by charges in favour of the Mortgagee contained in security agreements dated March 2023 and July 2025.

(G) The Land is subject to the following short leasehold interests registered at HM Land Registry which the Parties agree do not need to be bound by this Deed:

1. Wagamama Limited is the proprietor of a leasehold interest in the Land registered at HM Land Registry under title numbers AGL277524 and AGL277525 which will expire on 26 November 2037; and

2. Ask Italian Restaurants Limited is the proprietor of a leasehold interest in the Land registered at HM Land Registry under title number AGL535718 which will expire on 28 September 2026.

(H) Greenwich Leisure Limited is the proprietor of a leasehold interest in the Existing Leisure Centre registered at HM Land Registry under title number AGL579335, which the Parties agree does not need to be bound by this Deed.

(I) Eastern Power Networks PLC is the proprietor of the leasehold interests in the Land registered at HM Land Registry under title numbers NGL730873 and NGL730875, which the Parties agree do not need to be bound by this Deed.

(J) On 21 January 2025 the Application was submitted to the Council for the Planning Permission to carry out the Development.

(K) The Council by its planning committee at its meeting held on 4 December 2025 resolved that planning permission be refused for the Development.

(L) On 19 January 2026, the Mayor of London gave a direction to the Council under the powers conferred by section 2A of the 1990 Act stating that he would act as the local planning authority for the purposes of determining the Application.

(M) At a representation hearing held on 27 May 2026, the Deputy Mayor of London for Planning, Regeneration and the Fire Service resolved to grant planning permission in

respect of the Development subject to conditions and completion of this Deed for the purpose of making acceptable arrangements for the carrying out of the Development.

(N) The Parties enter into this Deed to secure the planning obligations contained within it and to enable the GLA acting as the local planning authority to grant the Planning Permission.

(O) The Parties agree that the obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development in accordance with Regulation 122 of the Community Infrastructure Regulations 2010.

NOW THIS DEED WITNESSES as follows:-

1. **INTERPRETATION**

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

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Application"	means the application for the Development submitted by or on behalf of the Owner to the Council to which the Council allocated reference number 25/0213/FUL;
"Building"	means a building within the Development and **"Buildings"** shall be construed accordingly;
"Commencement of Development"	means the commencement of the Development (or such Building, Component, or Phase of the Development as may be specified) by the undertaking of a material operation as defined by section 56(4) of the 1990 Act **PROVIDED ALWAYS THAT:** (a) ground investigations and/or site survey works; (b) diversion, decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications

or other utilities media or services including the installation of a substation;

(c) construction of temporary boundary fencing or hoardings;

(d) temporary diversion of highways;

(e) archaeological investigation;

(f) noise attenuation works;

(g) demolition works;

(h) works of site clearance;

(i) remediation works;

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

(k) temporary display of advertisements;

(l) temporary site access works; and

(m) works required pursuant to pre-commencement planning conditions attached to the Planning Permission

shall not be taken to be a material operation for the purposes of this Deed and **"Commencement Date"** and "**Commence**" shall be construed accordingly;

"Commercial Unit" means a unit (other than the New Leisure Centre) constructed as part of the Development for use for purposes falling within Class E or Class F2(c) of the Use Classes Order as permitted by the Planning Permission and **"Commercial Units"** shall be construed accordingly;

"Component" means either:

(a) The Leisure Centre Component; or

(b) The Residential Component

(as the context requires);

"Construction Phase"	means the period starting from the date of Commencement of Development (or such part, Building, Phase of the Development as may be specified) and up to the date the Development (or such Building, Component or Phase of the Development as may be specified) is ready for and capable of Occupation;
"Development"	means the comprehensive redevelopment involving demolition of existing buildings and phased redevelopment to provide up to 1,485 residential dwellings (Use Class C3) across 20 buildings (with links) up to 25 storeys in height; a new 2 storey leisure centre (Use Class E(d)); flexible commercial space (Use Class E); a single storey sports changing pavilion (Use Class F2(c)); and landscaping, parking, access, and associated works (as may be varied);
"Existing Leisure Centre"	means the existing Finchley Lido Leisure Centre on the Land as at the date of this Deed as shown hatched purple on Plan 8;
"First Occupation"	means first Occupation of the Development (or such Building, Component, or Phase of the Development as may be specified) and "**First Occupy**" and "**First Occupier**" shall be construed accordingly;
"Glebelands Open Space"	means the Glebelands Nature Reserve as shown edged green on Plan 3;
"Index"	means the "All Items" Retail Prices Index published by the Office for National Statistics (or any successor ministry department or organisation) or if such index

	is at the relevant time no longer published such other comparable index or basis for indexation as may be agreed between the Parties;
"Index Linked"	means the product (if any) of the amount of the contributions specified to be Index Linked under this Deed multiplied by A and divided by B where: - "A" is the most recently published figure for the Index prior to the date of the payment; and "B" is the most recently published figure for the Index at the date of this Deed; PROVIDED THAT where B is greater than A then 'A divided by B' shall be deemed to be one (1);
"Interest"	means interest at four percent (4%) above the base lending rate of the Bank of England or such other bank as the Council uses from time to time;
"Implementation"	means the act of beginning the Development (or such Building, Component, or Phase of the Development as may be specified) by the undertaking of a material operation as defined by section 56(4) of the 1990 Act and **"Implement"** and "**Implemented**" shall be construed accordingly;
"Leisure Centre Component"	means the New Leisure Centre and associated elements of the Development to be constructed on the Leisure Centre Land and which FOR THE AVOIDANCE OF DOUBT excludes the Residential Component;
"Leisure Centre Land"	means the part of the Land on which the Leisure Centre Component is to be located as more specifically shown edged red on Plan 2;

"Land"	means the land within which the Development is to take place and against which the obligations in this Deed may be enforced known as Great North Leisure Park, Leisure Way, N12 0GL and is shown for identification purposes only edged red on Plan 1;
"LB Barnet Freeholder"	means the Council in its capacity only as the registered proprietor of the freehold estate in the Land registered at HMLR with title number AGL261100;
"LPA"	means the Council in its capacity as local planning authority;
"Monitoring Contribution"	means the sum of £51,750 (fifty one thousand seven hundred and fifty pounds) Index Linked being a contribution towards the Council's costs of monitoring the planning obligations in this Deed;
"New Leisure Centre"	means the new leisure centre (Use Class E(d)) to be provided as part of Phase 1 of the Development, the location of which is shown hatched purple on Plan 9;
"Occupation"	means occupation of any part of the Development (or such Building, Component or Phase of the Development as may be specified) for the purposes permitted by the Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "**Occupy**" and "**Occupied**" shall be construed accordingly;
"Occupier"	means the occupier or occupiers of any of the Residential Units;
"Parties"	means the GLA, the Council (including in its capacity as LB Barnet Freeholder), the Owner and subject to

	the provisions of clause 22 the Mortgagee and "**Party**" shall be construed to mean any one of them;
"Phases"	means a phase of the Development as identified in the Phasing Plan and reference to a Phase followed by '1,2,3' etc. shall refer to the corresponding Phase shown on the Phasing Plan;
"Phasing Plan"	means the phasing plan to be approved by the Council under condition 3 of the Planning Permission showing the Phases of the Development (as may be varied from time to time);
"Plan 1"	means the plan at Schedule 1 to this Deed showing the Land;
"Plan 2"	means the plan at Schedule 1 to this Deed showing the Residential Component and the Leisure Centre Component;
"Plan 3"	means the plan at Schedule 1 to this Deed showing the Glebelands Open Space location;
"Plan 4"	means the plan at Schedule 1 to this Deed showing the proposed Car Club Space location shaded green;
"Plan 5"	means the plan at Schedule 1 to this Deed showing the Public Realm;
"Plan 6"	means the plan at Schedule 1 to this Deed showing the Summers Lane Highway Works;
"Plan 7"	means the plan at Schedule 1 to this Deed showing the Great North Avenue Highway Works;
"Plan 8"	means the plan at Schedule 1 to this Deed showing the Existing Leisure Centre;

"Plan 9"	means the plan at Schedule 1 to this Deed showing the New Leisure Centre;
"Plan 10"	means the plan at Schedule 1 to this Deed showing the Sports Pavillion;
"Planning Permission"	means the planning permission for the Development to be granted pursuant to the Application (as may be amended);
"Reasonable Endeavours"	means that the Party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto has diligently pursued methods commercially and reasonably prudent and likely to achieve the desired result to the standard of that required of the relevant Party over a reasonable period of time (which may either be specified in the relevant obligation or in the absence of this such period of time as is reasonable in the circumstances);
"Residential Component"	means the Residential Units and the Commercial Units and associated elements of the Development to be constructed on the Residential Land and which FOR THE AVOIDANCE OF DOUBT excludes the Leisure Centre Component;
"Residential Land"	means the part of the Land on which the Residential Component is to be located as more specifically shown edged blue on Plan 2;
"Residential Unit(s)"	means a unit of residential accommodation (whether an Affordable Housing Unit or an Additional Affordable Housing Unit or an Open Market Housing Unit, in each

case as defined in Schedule 5) constructed as part of the Development;

"Section 73 Consent"	means a planning permission granted pursuant to Section 73 and/or Section 73B (when in force) of the 1990 Act which varies and/or removes any condition subject to which the Planning Permission and/or any subsequent planning permission granted pursuant to Section 73 and/or Section 73B of the 1990 Act was granted;
"Statutory Undertaker"	means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 2(1) of the Town and Country Planning (General Permitted Development) (England) Order 2015;
"TfL"	means Transport for London which is the strategic transport and highway authority for the area in which the Land is located;
"Use Classes Order"	means the Town and Country Planning (Use Classes) Order 1987 (as in force as at the date of this Deed);
"Working Day"	means any day excluding Saturdays, Sundays and any public holidays in England and **"Working Days"** shall be construed accordingly.

1.2 In this Deed:-

1.2.1 Reference to any statutory provision or enactment shall, save to the extent otherwise specified in this Deed, include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.

1.2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of or taken into consideration in the interpretation of this Deed.

1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed.

1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.

1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner.

1.2.6 Words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done and words placing the Owner under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.

1.2.7 Reference to the Owner shall include its successors in title and in the case of reference to the Council shall mean the London Borough of Barnet acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and any successor to its respective statutory functions.

1.2.8 References to not Occupy include an obligation not to permit or suffer Occupation.

1.2.9 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.

1.2.10 Save in respect of the Planning 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.

1.2.11 In this Deed, unless otherwise specifically stated, any reference to the term "month" shall mean calendar month, any reference to the term "day" shall mean any day on which retail banks are open for business in London and any reference to the term "year" shall mean calendar year.

2. STATUTORY AUTHORITY AND ENFORCEABILITY

2.1 This Deed is entered into under Sections 2E and 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and subject to clauses 2.2, 2.3 and 8 all the restrictions covenants and undertakings in this Deed are planning obligations for

the purposes of Section 106 of the 1990 Act and are (subject to the terms of this Deed) enforceable by the Council and GLA as local planning authority not only against the Owner and (in the case of the covenants in clause 5.1) the LB Barnet Freeholder but also against any successors in title to the respective interests of the Owner and (only in the case of the covenants in clause 5.1) the LB Barnet Freeholder (unless otherwise stated in this Deed).

2.2 Subject always to clause 5.1, the planning obligations on the part of LB Barnet Freeholder are entered into under Section 106 of the 1990 Act:

2.2.1 By agreement with the GLA with the intent that they shall be enforceable by the GLA against LB Barnet Freeholder and its successors in title; and

2.2.2 By unilateral undertaking with the intent that they will be enforceable not only by GLA but also by the Council (in its capacity as local planning authority) against LB Barnet Freeholder's successors in title

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

2.4 Covenants made hereunder:

2.4.1 subject to clause 2.4.3 below, if made by more than one person as joint owners of the Land or a defined part of it are made jointly and severally; and

2.4.2 are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land; and

2.4.3 insofar as different parts of the Land are owned by different persons and the term 'the Owner' consequently comprises more than one person each person who is an Owner covenants with the Council and the GLA in relation to the part(s) of the Land only in which they have an interest and where such covenants and undertakings imposed under this Deed are expressly to apply to a specified part of the Development only (including any referenced Component, or Phase) and/or are framed so as to apply or be complied with on a per Component, or Phase basis, those obligations will only be enforceable against those with an interest in that specified part of the Component, or Phase to which

that covenant, restriction or obligation expressly relates AND FOR THE AVOIDANCE OF DOUBT save to the extent specified to the contrary in the relevant Schedule, the obligations in Schedule 11 of this Deed relating to the New Leisure Centre shall be enforceable only against persons with an interest in the Leisure Centre Land and the obligations in Schedules 3 and 5- 10 of this Deed shall be enforceable only against persons with an interest in the Residential Land.

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

3.1 This Deed is a conditional agreement and shall become binding upon both of the following two conditions being satisfied.

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development,

save for the provisions of this clause, clause 1 (Interpretation), clause 2 (Statutory authority), clause 4.2 (Fees), clauses 6 and 7 (Council's and GLA's covenants), clause 8 (Exclusions), clauses 9 – 23 (inclusive) and clauses 4.1 and 5 but only in respect of the obligations in paragraphs 1.1.1 and 2 of Schedule 2, paragraphs 2.1 – 2.3 of Schedule 2A, paragraph 5 of Schedule 9 and paragraph 3.1 of Schedule 10, which shall take effect on the date of this Deed.

4. **THE OWNER'S COVENANTS AND OBLIGATIONS**

4.1 The Owner covenants with the Council and the GLA to perform the obligations on its part in the Schedules to this Deed.

4.2 The Owner covenants to pay on or before completion of this Deed the Council's and the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

5. **THE COUNCIL'S COVENANTS AND OBLIGATIONS AS LB BARNET FREEHOLDER**

5.1 The LB Barnet Freeholder covenants with the GLA and unilaterally undertakes to comply with the obligations of the Owner in the Schedules to this Deed PROVIDED ALWAYS THAT the LB Barnet Freeholder shall not be liable for any breach of any such obligation in relation to any Component of the Development for so long as the Owner has an interest in such Component under a Headlease unless the LB Barnet Freeholder by its action(s) causes such breach

6. **THE COUNCIL'S COVENANTS AND OBLIGATIONS AS LPA**

6.1 The Council (as local planning authority) hereby covenants with the Owner and the GLA to observe and perform the covenants restrictions and obligations on the part of the Council in the Schedules of this Deed.

7. **THE GLA'S COVENANTS AND OBLIGATIONS**

7.1 The GLA hereby covenants with the Owner and the Council to comply with, perform and observe its obligations set out in this Deed.

8. **EXCLUSIONS**

8.1 Save where expressly stated to the contrary, this Deed shall not bind or be enforceable against the following:-

8.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;

8.1.2 any occupier or tenant or lessee occupying or entitled to occupy any individual Residential Units, nor against those deriving title from the same (including any sub-tenant, lender, chargee or mortgagee), SAVE in respect of those obligations contained in: (i) paragraph 3 of Part 2 of Schedule 6; and (ii) (in respect of Affordable Housing Units only) paragraphs 4 and 5 of Part 2 of Schedule 5, and in respect of any plans or strategies submitted pursuant to this Deed that require compliance following First Occupation to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner, Occupier or lessee;

8.1.3 any occupier or tenant or lessee occupying or entitled to occupy any individual Commercial Units, nor against those deriving title from the same (including any sub-tenant, lender, chargee or mortgagee), SAVE in respect of any plans or strategies submitted pursuant to this Deed that require compliance following First Occupation to the extent such plans or strategies directly relate to and are capable of being complied with by any individual owner, Occupier or lessee;

8.1.4 any staff employed at the Development;

8.1.5 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services; and

8.1.6 any future mortgagee or chargee of any part or parts of the Land unless and until such mortgagee or chargee is in possession of all of the Land or the part of the Land to which an obligation relates.

9. **DETERMINATION OF THE PLANNING PERMISSION**

9.1 Without prejudice to any of the obligations which come into force on or before the date of this Deed it is agreed and declared that this Deed shall cease to have any further effect in the event that:-

9.1.1 the Planning Permission shall lapse without having been Implemented; or

9.1.2 the Planning Permission shall be revoked; or

9.1.3 if the Planning Permission is quashed on judicial review (without any right of appeal being available) without being thereafter re-granted.

9.2 This Deed is intended to regulate and restrict the carrying out of the Development pursuant to the Planning Permission and shall not, save as provided in clause 18 (and for the avoidance of doubt this clause 9.2 is subject to clause 18) prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission.

10. **VERIFICATION AND ENFORCEMENT**

The Owner shall permit the Council and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times and on a minimum of 5 working days' notice for the purposes of verifying whether or not any planning obligations arising under this Deed have been performed or observed **SUBJECT TO** compliance by the Council and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

11. **POWERS OF THE COUNCIL**

Nothing in this Deed shall fetter or restrict or prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions

under any enactment (whether public or private) statutory instrument regulation byelaws order or power for the time being in force.

12. **WAIVER**

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

13. **SEVERABILITY**

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

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

14. **NOTICES**

14.1 Unless otherwise expressly stated, any notice notification amendments to approved documents consent or approval or demand for payment required to be given under this Deed shall be in writing and:

14.1.1 delivered personally; or

14.1.2 sent by pre-paid first class post or recorded delivery; or

14.1.3 sent by commercial courier; or

14.1.4 sent by email to the Party due to receive the notice,

at the following addresses:-

i. in the case of the Council at the address for the Council given at the front of this Deed or by email to planning.obligations@barnet.gov.uk or any other address previously notified by the Council in writing;

ii. in the case of the GLA at the address for the GLA given at the front of this Deed or any other address previously notified by the GLA in writing;

iii. in the case of the Owner, the address on the front of this Deed and by email to s.harrington@arada.com and g.lyons@arada.com (or such other address or email address notified in writing to the Council).

14.2 Any notice shall be deemed to have been duly received:-

14.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 14;

14.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting;

14.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or

14.2.4 if sent by email, at the time it was sent (subject to no notice of non-delivery being received by the sender).

15. **CHANGE OF OWNERSHIP**

15.1 The Owner covenants to give the Council and the GLA notice as soon as reasonably practicable of any change in ownership of any of its legal interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and postal address together with the area of the Land purchased by reference to a plan or postal address (or registered office if a company) PROVIDED ALWAYS THAT the Owner shall not be required to give any such notice to the Council where the new owner is an individual owner occupier or tenant of any of the Residential Units or Commercial Units or the new owner is a mortgagee or chargee of such individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

16. **INTEREST ON LATE PAYMENT**

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

17. **THIRD PARTY RIGHTS**

Save for in relation to the TfL Bus Contribution in Schedule 3 of this Deed which shall be directly enforceable against the Owner by TfL and paragraph 1.5 of Schedule 13 to this Deed which shall be directly enforceable against the Council by TfL, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and as such a person who is not named in this Deed shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Deed shall prevent the Council and the GLA (and any successor to their respective statutory functions) or any successors in title to the Owner from being able to benefit or to enforce the provisions of this Deed.

18. **SECTION 73 CONSENTS AND FUTURE VARIATIONS**

18.1 If any Section 73 Consent is granted after the date of this Deed:

18.1.1 the obligations in this Deed shall relate to and bind such Section 73 Consent; and

18.1.2 the definitions of Application, Development and Planning Permission (other than for the purpose of clause 1) shall be construed to include reference to (respectively) the planning application for the Section 73 Consent the development permitted by the Section 73 Consent and the Section 73 Consent itself;

PROVIDED THAT nothing in this clause 18.1 shall prevent the Council from requiring that any consequential obligation arising from an application made under Section 73 of the 1990 Act relating to the Land should be secured by way of a new deed or supplemental deed or deed of modification (as the case may be) made pursuant to section 106 (or Section 106A) of the 1990 Act.

18.2 The Parties agree that if variations to this Deed are proposed in respect of obligations or covenants relating to only a part of the Land, for example one Phase, or one Component

only, the approval or consent to such variation shall only be required from a person with an interest in that part.

19. **REGISTRATION OF THIS DEED**

This Deed shall be registered as a local land charge in the register of local land charges maintained by the Council.

20. **JURISDICTION**

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

21. **DISPUTES AND EXPERT DETERMINATION**

21.1 Without prejudice to the rights of the Parties to take immediate alternative action any dispute arising under this Deed shall be referred at the instance of any Party for determination by a single expert (the "**Expert**") whose decision shall (save in the case of manifest error or fraud) be final and binding on the Parties SAVE FOR any dispute arising in respect of paragraph 9.3.2 of Part 2 of Schedule 5 which shall be dealt with pursuant to Part 2, paragraph 10 of Schedule 5.

21.2 If the dispute relates to:

21.2.1 transport or highway works, engineering, demolition or construction works a chartered civil engineer being a member of the Institution of Civil Engineers (having not less than 15 years' relevant experience in the public or private sector) agreed by the Parties to the dispute but in default of agreement appointed at the request of any of the Parties by or on behalf of the President from time to time of the Institution of Civil Engineers;

21.2.2 any building within the Development or any similar matter, a chartered surveyor (having not less than 15 years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of either party by or on behalf of the President from time to time of the Royal Institution of Chartered Surveyors;

21.2.3 financial matters or matters of accounting usually and properly within the knowledge of a chartered accountant, a chartered accountant (having not less than 15 years' relevant experience) agreed by the Parties to the dispute but in default of agreement appointed at the request of either Party by or on behalf of

the President from time to time of the Institute of Chartered Accountants in England and Wales;

21.2.4 any legal requirement or interpretation or other matter regarding this Deed the same shall be referred to Counsel of at least 15 years' experience in such matters who shall be appointed in default of agreement between the Owner and the Council by the President of the Bar Council for England and Wales or his deputy;

21.2.5 in all other cases the expert shall be an independent and suitable person holding appropriate professional qualifications with at least 15 years' post qualification experience in the subject matter of the dispute.

21.3 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 21.4.

21.4 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter submissions to the written submissions of any other Party.

21.5 The Expert's costs shall be payable by the Parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the Parties in equal shares.

21.6 The provisions of this clause 21 shall not fetter the Council's or the GLA's power to enforce this Deed by way of an application for declaratory relief or injunction.

22. MORTGAGEE AND FUTURE MORTGAGEE

22.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee or any person deriving title through the Mortgagee has entered into actual possession of the Land or part thereof to which such obligation, covenant or undertaking relates.

22.2 Save as otherwise specified in the Schedules to this Deed, no obligation, covenant or undertaking in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land nor any receiver appointed by such chargee or mortgagee nor any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into actual possession of the Land or part thereof to which such obligation, covenant or undertaking relates.

23. **DELIVERY**

This Deed has been executed as a Deed and is delivered on the day and year first above written.

SCHEDULE 1 – PLANS

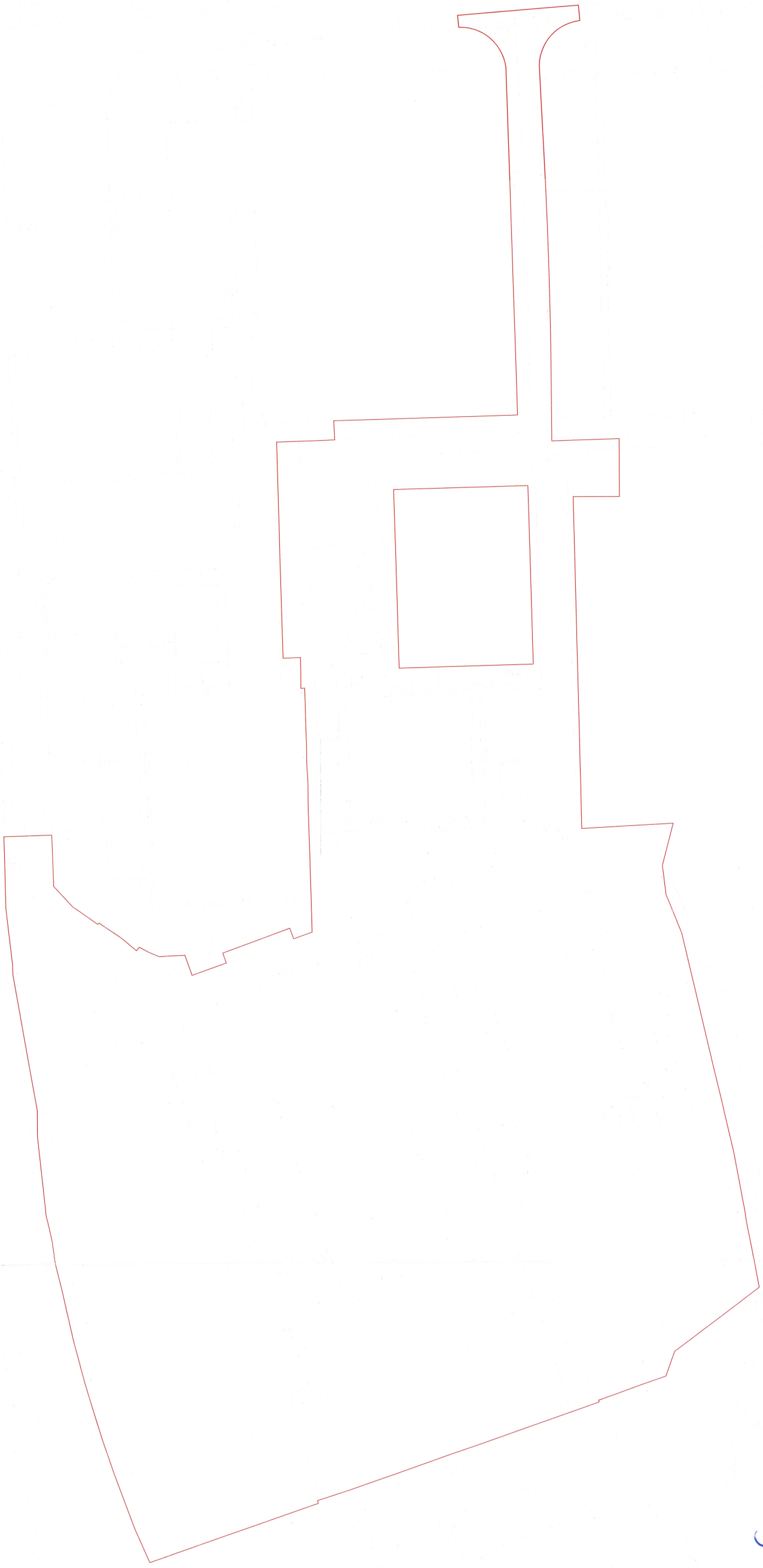
Plan No.	Title	Drawing Reference
1.	The Land	ES-RF-DR-A-0101
2.	Residential Component and Leisure Centre Component	MP-RF-DR-A-1120
3.	Glebelands Open Space	ES-RF-DR-A-0109
4.	Car Club Plan	MP-RF-DR-A-1122
5.	Public Realm Plan	MP-RF-DR-A-1123
6.	Summers Lane Highway Works	23-T050-40
7.	Great North Avenue Highway Works	23-TO50-41
8.	Existing Leisure Centre	DR-Z-XX-9031
9.	New Leisure Centre	DR-Z-XX-9040
10.	Sports Pavilion	DR-Z-XX-9034

Note:

All contractors must visit the site and be responsible for taking and checking dimensions.
All construction information should be taken from figured dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
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PLAN 1



Antony Ashton
AUTHORISED SIGNATORY

Rev	Date	Description	Drawn	Chkd
P3	27.07.26	S106 Drawing Updates	STL	NB
P2	29.08.25	Addendum Planning Submission	GFA/EP /JY	FA
P1	05.12.24	Planning Submission	EP / NH / SDH	FA

Drawing Status
Planning Submission

Client
Regal GNLP Ltd

jtp
JTP Studios, Unit 5
The Rum Warehouse
Pennington Street
London. E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Site Location Plan

Scale @A0 1 : 500 Job Ref. 01800A
Drawing No. ES-RF-DR-A-0101 Revision P3
Scale Bar
0 5 10 15 20 25 m

Note:

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All construction information should be taken from figured dimensions only.
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.
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NOTE:
Please refer to landscape drawings and the Design and Access Statement for information on roof surface materials.

KEY:

- Residential Phase Boundary
- Leisure Phase Boundary

PLAN 2

Pavilion Building subject to separate planning application reference 24/1609/FUL

Antony Ashton
AUTHORISED SIGNATORY

Rev	Date	Description	Drawn	Chkd

Drawing Status
Planning Submission

Client
Regal GNLP Ltd

jtp
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The Rum Warehouse
Pennington Street
London, E1W 2AP
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www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Proposed Site Plan - Residential & Leisure

Scale @A0 1 : 500 Job Ref. 01800A
Drawing No. MP-RF-DR-A-1120 Revision.
Scale Bar 0 5 10 15 20 25 m

Notes

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KEY:

- Application Boundary
- Glebelands MOL Boundary

PLAN 3

Antony Ashton
AUTHORISED
SIGNATORY

Rev	Date	Description	Drawn	Chkd

Drawing Status
Planning Submission

Client
Regal GNLP Ltd

JTP Studios, Unit 5
The Rum Warehouse
Pennington Street
London, E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Glebelands Open Space Masterplan

Scale @A0 1 : 2000 Job Ref. 01800A
Drawing No. ES-RF-DR-A-0109 Revision.
Scale Bar 0 10 20 30 40 50 m

Notes

All contr... ...st visit the site and ... ...nsible for taking and ... ...g dimensions.
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KEY:

Proposed Car Club Location

PLAN 4

Stairs

Roof Access Hatch

Plant (Screened)

Main Roof Possible PV

Green Roof

Possible PV over Main Pool

Pavilion Building subject to separate planning application reference 24/1609/FUL

Antony Ashton
AUTHORISED SIGNATORY

Rev	Date	Description	Drawn	Chkd
P2	27.07.26	S106 Drawing Updates	STL	NB
P1	29.08.25	Addendum Planning Submission	GFA/EP IJY	FA

Drawing Status
Planning Submission

Client
Regal GNLP Ltd

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Project
Great North Leisure Park

Drawing Title
Indicative Car Club Spaces

Scale @A0 As indicated | Job Ref. 01800A
Drawing No. MP-RF-DR-A-1122 | Revision P2
Scale Bar 0 5 10 15 20 25 m

Notes

All cont... ...st visit the site and ... ...nsible for taking an... ...g dimensions.
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NOTE:
Please refer to landscape drawings and the Design and Access Statement for information on roof surface materials.

KEY:

- Residential Public Realm Area Boundary
- Residential Public Realm Area
- Leisure Centre Public Realm Boundary
- Leisure Centre Public Realm Area

PLAN 5

Pavilion Building subject to separate planning application reference 24/1609/FUL

Antony Ashton
AUTHORISED SIGNATORY

Rev	Date	Description	Drawn	Chkd

Drawing Status
Planning Submission

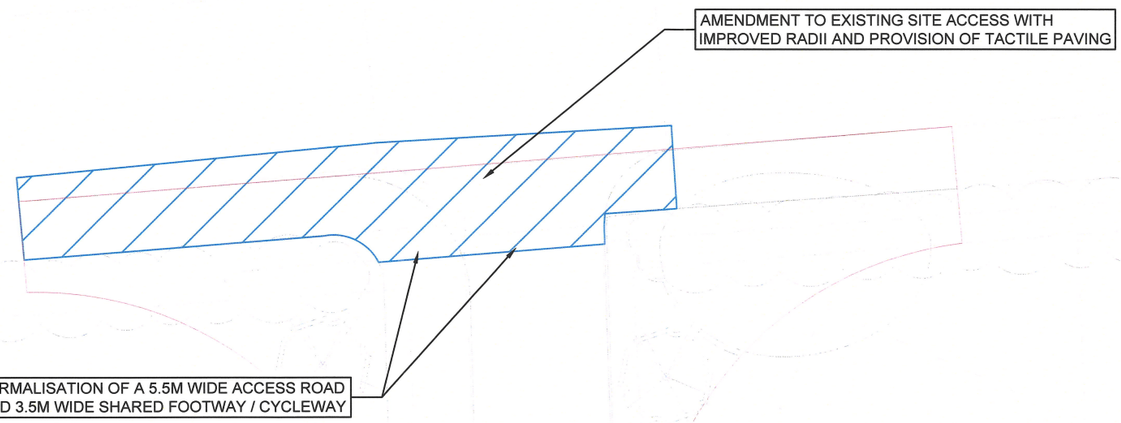
Client
Regal GNLP Ltd

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+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Leisure & Residential Public Realm

Scale @A0 As indicated
Job Ref. 01800A
Drawing No. MP-RF-DR-A-1123
Revision.
Scale Bar 0 5 10 15 20 25 m



NOTES:
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2. THIS DRAWING IS BASED UPON DRAWING NUMBER EX.LAND.001 GENERAL ARRANGEMENT SUPPLIED BY BMD. ICENI PROJECTS LTD SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.
3. APPLICATION SITE BOUNDARY NAMED EX.PLAN.001 SITE BOUNDARY IS SUPPLIED BY BMD. ICENI PROJECTS LTD SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.

KEY:

AREA OF S278 HIGHWAYS WORKS

APPLICATION SITE BOUNDARY

PLAN 6

Antony Ashton
AUTHORISED SIGNATORY

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DA VINCI HOUSE
44 SAFFRON HILL
LONDON
EC1N 8FH

T 020 3640 8508
mail@iceniprojects.com

CLIENT

REGAL GNLP LIMITED

PROJECT

GREAT NORTH LEISURE PARK

TITLE

INDICATIVE HIGHWAY WORKS PLAN

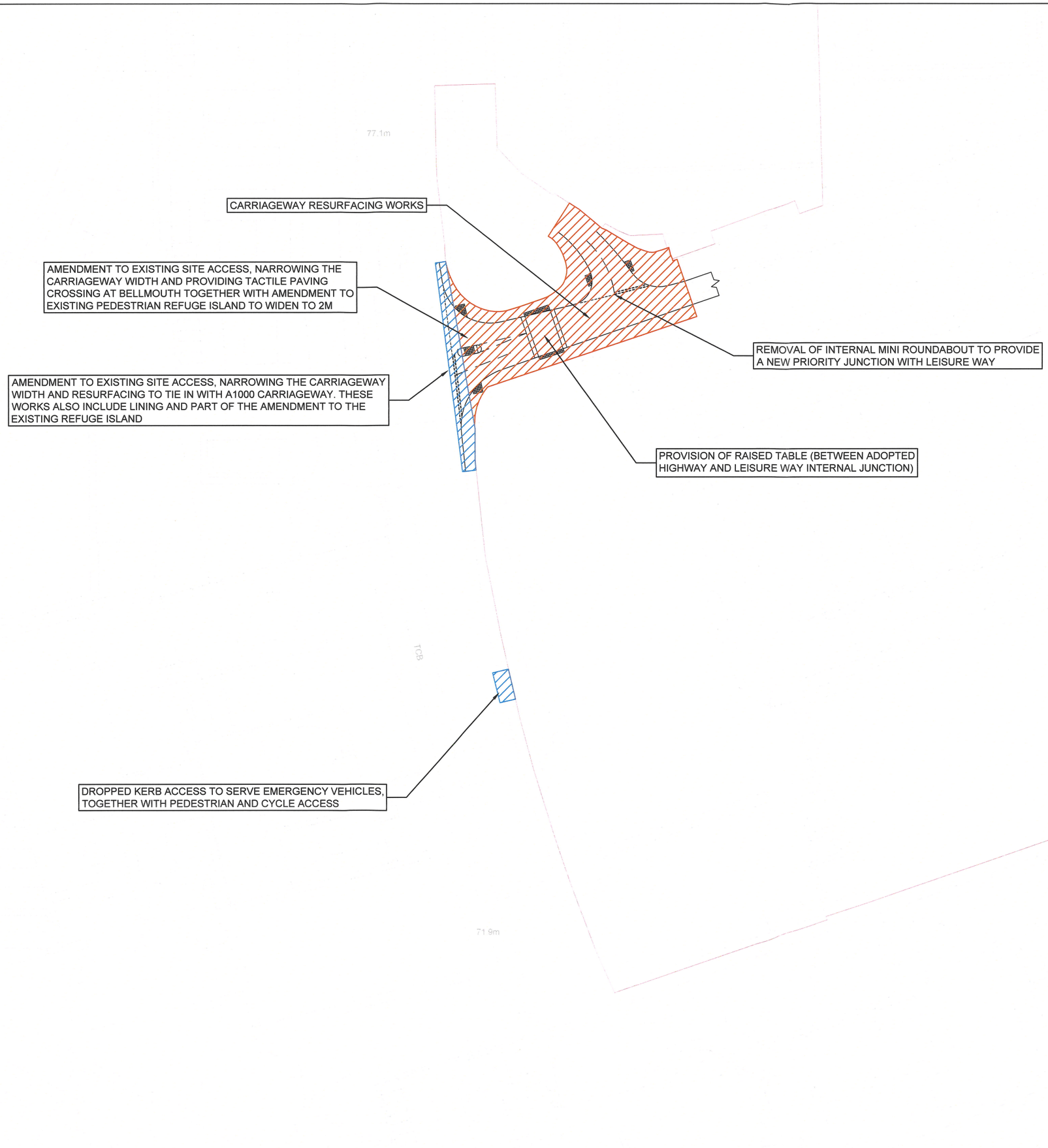
SUMMERS LANE

DRAWN BY	CHECKED BY	APPROVED BY
AKC	RJ 09.03.2026	CB 09.03.2026

SCALE @ A3	DATE
1:1000	09.03.2026

PROJECT NO.	DRAWING NO.	REV.
23-T050	40	-

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2. APPLICATION SITE BOUNDARY NAMED EX.PLAN.001 SITE BOUNDARY IS SUPPLIED BY BMD. ICENI PROJECTS LTD SHALL NOT BE LIABLE FOR ANY INACCURACIES OR DEFICIENCIES.

KEY:

AREA OF S278 HIGHWAYS WORKS

AREA OF HIGHWAY WORKS ON PRIVATE LAND (GREAT NORTH AVENUE)

APPLICATION SITE BOUNDARY

PLAN 7

Antony Ashton
AUTHORISED SIGNATORY

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LONDON
EC1N 8FH

T 020 3640 8508
mail@iceniprojects.com

CLIENT

REGAL GNLP LIMITED

PROJECT

GREAT NORTH LEISURE PARK

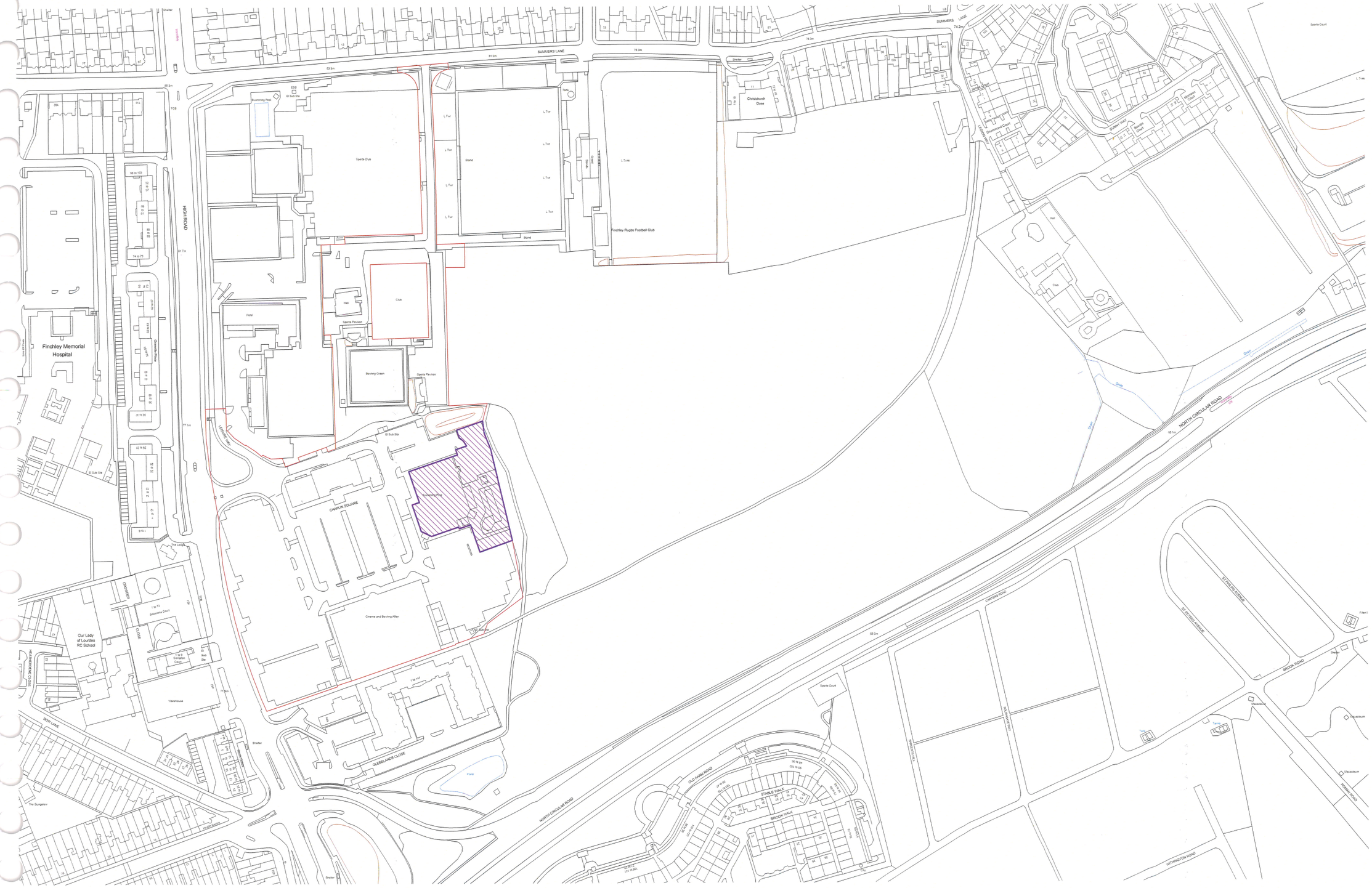
TITLE

INDICATIVE HIGHWAY WORKS PLAN

DRAWN BY	CHECKED BY	APPROVED BY
AKC	RJ 09.03.2026	CB 09.03.2026

SCALE @ A3	DATE	
1:1000	09.03.2026	
PROJECT NO.	DRAWING NO.	REV.
23-T050	41	-

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Notes

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Key

Site Boundary

LB Barnet (Leisure Centre)

PLAN 8

Antony Ashton
AUTHORISED SIGNATORY

Existing Leisure Centre
1 : 2000

Rev	Date	Description	Drawn	Chkd
P3	27.07.26	S106 Drawing Updates	STL	NB
P2	29.08.25	Addendum Planning Submission	EP / GFA	FA
P1	05.12.24	Planning Submission	EP / SDH	FA

Drawing Status
Planning

Client
Regal GNLP Ltd

jtp
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+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Existing Leisure Centre

Scale @A2 As indicated
Job Ref. 01800A
Drawing No. DR-ZZ-XX-9031
Revision. P3
Scale Bar 0 20 40 60 m

Notes

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PLAN 9

Footprint of New Leisure Centre

Antony Ashton
AUTHORISED
SIGNATORY

Rev	Date	Description	Drawn	Chkd
A	24.08.12	First Issue	SDH	FM

Drawing Status
Draft

Client
Regal London

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The Rum Warehouse
Pennington Street
London, E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
New Leisure Centre Land

Scale @A3 1 : 1000
Job Ref. 01800A
Drawing No. DR-ZZ-XX-9040
Revision. A
Scale Bar 0 10 20 30 m

Site Plan
1.1000 @ A3

Notes

Do not scale from this drawing.
All contractors must visit the site and be responsible for taking and checking dimensions.
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Key

- Site Boundary
- Metropolitan Open Land
- Proposed Pavillion

PLAN 10

Antony Ashton
AUTHORISED SIGNATORY

Pavillion Works Plan
1 : 2000

Rev	Date	Description	Drawn	Chkd

Drawing Status
Draft

Client
Regal London

JTP Studios, Unit 5
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Pennington Street
London, E1W 2AP
+44 (0) 20 7017 1780
www.jtp.co.uk

Project
Great North Leisure Park

Drawing Title
Pavillion Works Plan

Scale @A2 As indicated
Job Ref. 01800A
Drawing No. DR-ZZ-XX-9034
Revision.
Scale Bar 0 20 40 60 m

SCHEDULE 2 – NOTIFICATION AND MONITORING CONTRIBUTION

1 **Notification**

1.1 The Owner shall give the Council no less than ten (10) Working Days prior written notice of the:

1.1.1 anticipated date of Implementation;

1.1.2 anticipated date of Commencement of the Residential Component;

1.1.3 anticipated date of Commencement of the Leisure Centre Component;

1.1.4 anticipated date of Commencement of each Phase;

1.1.5 anticipated date of Occupation of each Phase;

1.1.6 anticipated date of Occupation of 221 Residential Units;

1.1.7 anticipated date of Occupation of 411 Residential Units;

1.1.8 anticipated date of Occupation of 643 Residential Units; and

1.1.9 anticipated date of Occupation of 1,018 Residential Units

by serving the notice on the Council's Director of Planning and Building Control at the address stated on page 2 of this Deed (or such other address as the Council shall have previously notified).

2 **Monitoring Contribution**

2.1 The Owner shall:

2.1.1 pay the Monitoring Contribution to the Council prior to Commencement of Development; and

2.1.2 not Commence cause or permit Commencement of Development unless and until the Monitoring Contribution has been paid to the Council.

SCHEDULE 2A – PHASING

1 **Interpretation**

"New Leisure Centre Building Contract"	means a legally binding construction contract or contracts with a contractor for the construction of the New Leisure Centre;

2 **Continuity of Leisure Centre Provision**

2.1 Prior to Implementation of the Development (which for the avoidance of doubt shall include both the Leisure Centre Component and the Residential Component) to:

2.1.1 enter into the New Leisure Centre Building Contract; and

2.1.2 provide a copy of the completed New Leisure Centre Building Contract to the Council (with any commercially sensitive information redacted)

2.2 Not to Implement Development until the requirements in paragraph 2.1 of this Schedule have been satisfied.

2.3 Ensure that the Existing Leisure Centre remains at all times accessible and physically capable of public use until the New Leisure Centre has been Practically Completed.

2.4 Not to carry out any demolition or construction works on the Land that would prevent or materially compromise the access and/or use of the Existing Leisure Centre by the public in accordance with paragraph 2.3 having regard (inter alia) to relevant health and safety considerations unless and to the extent that:

2.4.1 alternative means of access (which may be temporary) have first been approved by the Council (the "**Approved Alternative Access**"); and

2.4.2 the Approved Alternative Access has been provided by the Owner and is thereafter maintained and kept available by the Owner for use by the public for so long as the relevant demolition or construction works would otherwise prevent or materially compromise access to and/or use of the Existing Leisure Centre.

SCHEDULE 3 - TRANSPORT AND TRAVEL PLAN

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule 3 apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Land.

1.2 Unless the context otherwise requires, where in this Schedule the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by clause 1.1 and the other Schedules of this Deed:

"Car Club"	means a club operated by a Car Club Operator which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis
"Car Club Scheme"	means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 9 of this Schedule 3
"Car Club Operator"	means a company that is accredited by CoMoUK ;
"Car Club Space"	means the one Car Club space to be provided on the Land as shown shaded green on Plan 4;
"Car Club Vehicle"	means the Ultra Low Emission Vehicle to be provided as part of the Car Club Scheme;
"Commercial Travel Plan"	means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by staff, visitors and users of the

	Commercial Units in order to minimise reliance on the use of private cars and which plan shall as a minimum: (a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance); (b) be iTRACE and TRICS compliant; (c) relate to all travel movements of staff, customers and visitors and links to the delivery and servicing plan for the Development; (d) provide a schedule of monitoring to include surveys and monitoring reports to be submitted to the Council; and (e) provide a timetable for implementation of the measures and targets contained in the plan
"Commercial Travel Plan Monitoring Contribution"	means the sum of £10,000 (Ten Thousand Pounds) Index Linked being a contribution towards the Council's costs of monitoring the Commercial Travel Plan;
"CoMoUK"	means the national charity promoting responsible car use known as "CoMoUK" (or its successor or equivalent organisation).
"Framework Travel Plan"	means the framework travel plan prepared by Iceni Projects Limited dated November 2025 submitted to the Council as part of the Application;

"Residential Travel Plan"	means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by visitors, residents and occupiers of the Residential Units in order to minimise reliance on the use of private cars and which plan shall as a minimum: (a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance); (b) be iTRACE and TRICS compliant; (c) relate to all travel movements of residents, occupiers and visitors to the Residential Units; (d) provide a schedule of monitoring to include surveys and monitoring reports to be submitted to the Council; and (e) provide a timetable for implementation of the measures and targets contained in the plan;
"Residential Travel Plan Monitoring Contribution"	means the sum of £10,000 (Ten Thousand Pounds) Index Linked being a contribution towards the Council's costs of monitoring the Residential Travel Plan;
"TfL Bus Contribution"	means the sum of £1,100,000 (one million one hundred thousand pounds) Index-Linked to be paid by the Owner to the Council in accordance with the terms of this Schedule and to be applied by TfL towards the enhancements of bus services servicing the Development;

"Travel Plan"	means the Residential Travel Plan and the Commercial Travel Plan and each of them as the context requires;
"Travel Plan Coordinator"	means the person responsible for implementing, monitoring progress, reviewing and reporting on the Travel Plan to ensure that the Travel Plan achieves the Travel Plan Objectives and whose functions and responsibilities are more particularly set out in the Travel Plan;
"Travel Plan Monitoring Report"	means a written report setting out the results of a review of the operation and effectiveness of the Travel Plan during the previous 24- month period and setting out any remedial measures to be implemented to achieve the Travel Plan Objectives;
"Travel Plan Objectives"	means the aims, goals and objectives for the provision of the Travel Plans detailed in Part 2 of Schedule 3 of this Deed;
"Travel Plan Incentives"	means one of the following incentives to be made available to the first Occupier of each Residential Unit (and only applies once per Residential Unit) of the completed Development in accordance with this Schedule 3: (a) membership of a Car Club and/or Car Club Vehicle hire to the value of £200; (b) pre-loaded credit to the value of £200 on an Oyster Card; or (c) cycle shop voucher to the value of £200;
"Travel Plan Incentives Fund"	means the maximum sum of £297,000 (Two Hundred and Ninety-Seven Thousand Pounds) to

be applied towards funding of the Travel Plan Incentives;

"Travel Plan Welcome Pack"	means a pack containing, among other things, a summary of the relevant Travel Plan, details of the Travel Plan Incentives (for the occupiers of the Residential Units only), details of the Travel Plan Coordinator, information on the health benefits of walking and cycling, local cycling and walking networks, Car Club information, information on public transport including routes, maps and current timetables for local bus and rail services;
"Travel Voucher"	means a voucher to the value of £200 (Two Hundred Pounds) to be made available to first Occupiers of the Residential Units (and only applies once per Residential Unit) and used by the recipient to obtain one of the Travel Plan Incentives;
"TRICS"	means the "Trip Rate Information Computer System" which records trip generation from developments.

Part 2 - Obligations

The Owner's obligations are as follows:

2 **Residential Travel Plan**

2.1 To submit the Residential Travel Plan to the Council prior to Occupation of the Residential Units and not to Occupy or permit Occupation of any Residential Unit until the Residential Travel Plan has been approved by the Council.

2.2 Subject to paragraph 2.4, to carry out TRICS compliant surveys of Occupiers to the Residential Units:

2.2.1 prior to Occupation of 75% of the Residential Units (but no earlier than 65% Occupation of the Residential Units); and

2.2.2 annually in the same calendar month of the initial TRICS compliant survey for five years from the date of the initial TRICS compliant survey.

2.3 Subject to paragraph 2.4, to:

2.3.1 submit a revised Residential Travel Plan to the Council for its approval incorporating the results of the surveys carried out under paragraph 2.2.1 of this Schedule within three (3) months of conducting the respective surveys;

2.3.2 monitor the Residential Travel Plan and submit a Travel Plan Monitoring Report to the Council for its approval within 1 month of the surveys carried out pursuant to 2.2.2; and

2.3.3 co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the Travel Plan Objectives have been achieved.

2.4 to implement the Residential Travel Plan from First Occupation until the date that is 5 years from First Occupation of the final Phase comprised in the Residential Component to be Occupied.

3 **Commercial Travel Plan**

3.1 To submit the Commercial Travel Plan to the Council prior to Occupation of the Commercial Units and shall not Occupy or permit Occupation of any Commercial Unit until the Commercial Travel Plan has been approved by the Council.

3.2 Those provisions of paragraph 2 of this Schedule relating to the Residential Travel Plan shall apply equally mutatis mutandis in respect of the Commercial Travel Plan save for references to the Residential Units shall be deemed to be references to the Commercial Units and references to the Residential Travel Plan shall be deemed to be references to the Commercial Travel Plan.

4 **Travel Plan Monitoring Contribution**

4.1 To pay the Residential Travel Plan Monitoring Contribution to the Council prior to First Occupation of the Residential Units;

4.2 Not to Occupy or permit Occupation of any Residential Unit until the Residential Travel Plan Monitoring Contribution has been paid;

4.3 To pay the Commercial Travel Plan Monitoring Contribution to the Council prior to First Occupation of the Commercial Units; and

4.4 Not to Occupy or permit Occupation of any Commercial Unit until the Commercial Travel Plan Monitoring Contribution has been paid.

5 **Travel Plan Coordinator**

5.1 To appoint a Travel Plan Coordinator to monitor the Residential Travel Plan no later than one month prior to the date of First Occupation of the Residential Units;

5.2 To appoint a Travel Plan Coordinator to monitor the Commercial Travel Plan no later than one month prior to the date of First Occupation of the Commercial Units;

5.3 To submit the name and contact details of the appointed Travel Plan Coordinator in relation to paragraph 5.1 and 5.2 to the Council within ten (10) Working Days of the date of their appointment;

5.4 Not to Occupy cause or permit First Occupation of the Residential Units unless and until a Travel Plan Coordinator for the Residential Travel Plan has been appointed in accordance with paragraph 5.1 and their name and contact details have been submitted to the Council;

5.5 Not to Occupy cause or permit First Occupation of the Commercial Units unless and until a Travel Plan Coordinator for the Commercial Travel Plan has been appointed in accordance with paragraph 5.2 and their name and contact details have been submitted to the Council; and

5.6 To notify the Council of any changes to the role or details of the appointed Travel Plan Coordinator under paragraph 5.1 or 5.2 within ten (10) Working Days of the date the change occurs.

5.7 Unless otherwise agreed in writing by the Council, to ensure that the role of the Travel Plan Coordinator shall remain in place until at least five (5) years after:

5.7.1 First Occupation of the final Residential Unit to be Occupied (in the case of the Travel Plan Coordinator for the Residential Travel Plan); and

5.7.2 First Occupation of the final Commercial Unit to be Occupied (in the case of the Travel Plan Coordinator for the Commercial Travel Plan).

6 **Travel Plan Welcome Pack**

6.1 To provide a Travel Plan Welcome Pack on request to the first Occupier of each Residential Unit and Commercial Unit of the completed Development (provided that a maximum of one pack shall be provided per Residential Unit and Commercial Unit).

7 **Travel Plan Incentives**

7.1 To provide on request to the first Occupier of each Residential Unit of the completed Development (and such obligation only applies once per Residential Unit) a Travel Voucher to be used by the Occupier to obtain one of the Travel Plan Incentives (to a maximum of £200 per Residential Unit) PROVIDED THAT the number of Travel Vouchers issued in total for the Development may not exceed the Travel Plan Incentives Fund.

7.2 To submit a report to the Council on the first, third and fifth anniversary of the date the first Residential Unit was Occupied (or until the date the Travel Plan Incentives Fund is fully expended if that date occurs earlier) setting out details of the take up of the Travel Plan Incentives.

8 **Travel Plan Objectives**

8.1 The main purpose of the Travel Plan is to encourage more sustainable travel and to reduce single occupancy/single passenger car travel and to reduce, consolidate or eliminate trips to and from the Development by imposing controls and incentives in respect of the transport of all persons to and away from the Development.

8.2 The Travel Plan shall outline measures designed to encourage residents of the Development to use means of transport other than the car for journeys or promote high occupancy of vehicles used in accordance with the objectives in paragraph 8.3 of this Schedule 3.

8.3 The Travel Plan is to meet the following objectives:

(a) promote opportunities for access by sustainable (active and public transport) modes;

(b) promote sustainable alternatives to reduce car dependency, including optimising car occupancy and promotion of car clubs, car sharing and other shared mobility;

(c) manage travel demand to seek to make efficient and sustainable use of transport infrastructure within the development and on the wider network(s);

(d) raise awareness of the impact of travel on the environment and the health benefits of more sustainable forms of travel;

(e) provide appropriate on-site facilities to encourage walking/wheeling and use of bicycles;

(f) efficient management of parking on-site with the aim of ensuring there is no overspill on streets neighbouring the development

(g) provide information showing all public transport, walking/wheeling and cycle links to and within the Development and in its vicinity such information to include timetables, route maps and other information relating to local bus services and links to local public transport services to encourage local journeys to be made by sustainable modes

(h) outline and support initiatives for promoting walking/wheeling, cycling and public transport including identifying routes within the Development and in the surrounding area on foot, cycle, bus or train.

8.4 The Travel Plan shall also include measures to monitor the number of person trips to and from the Development:

(a) in single occupancy vehicles;

(b) by travel mode;

(c) by time of day; and

(d) by duration of stay

8.5 The Travel Plan shall outline the timetable and programme for the implementation of the measures and targets for monitoring how the Travel Plan is achieving its stated objectives.

9 **Car Club**

9.1 Prior to Occupation of the Residential Units, to submit to the Council for approval details of a Car Club Scheme with the Car Club Operator.

9.2 From Commencement of the Residential Component, to use Reasonable Endeavours to establish and promote a Car Club within the Development for use by residents and members of the public;

9.3 To provide the Council with written updates every six months until a Car Club has been established on the steps taken and the progress being made to establish a Car Club within the Development;

9.4 Unless otherwise agreed with the Council and subject to paragraph 9.13 not to Occupy or permit Occupation of more than 80% of Residential Units within the Development until the details of a Car Club Scheme with the Car Club Operator have been approved by the Council

9.5 Unless otherwise agreed with the Council and subject to paragraph 9.13 not to Occupy or permit Occupation of more than 80% of Residential Units unless and until the Car Club has been established in accordance with the Car Club Scheme;

9.6 To manage the Residential Component of the Development in accordance with the Car Club Scheme;

9.7 Prior to Occupation of any Residential Unit within the Phase that is to contain the Car Club lay out and provide the Car Club Space (including active electrical vehicle charging points) for the sole use of the Car Club (which use shall be under a lease or licence)

9.8 That the Car Club Space shall not be used for any other purpose for a minimum period beginning on the date that it has been provided until the date that is three years from the date of first Occupation of the Residential Units in the final Building to be Occupied;

9.9 To appoint an accredited Car Club Operator for the Car Club Scheme;

9.10 To provide for the Car Club Operator to market the Car Club Scheme for a period of three (3) years from the date of implementation of the approved Car Club Scheme;

9.11 To provide as soon as reasonably practicable on such request information to the Council concerning the usage by residents of the Development of the Car Club Scheme (but not more than once in each year); and

9.12 Unless otherwise agreed with the Council and subject to paragraph 9.13 that it shall not Occupy more than 50% of Residential Units until the details of the agreement with the Car Club Operator have been approved by the Council and the said agreement has been entered into with the Car Club Operator.

9.13 If the Owner has used Reasonable Endeavours to comply with its obligations in paragraphs 9.2 – 9.5 of this Schedule but has been unable to either establish a Car Club or agree a Car Club Scheme with a Car Club Operator by the point of Occupation of 80% of Residential Units then it shall provide the Council with written evidence of this and provided that the Council is satisfied the Owner has used Reasonable Endeavours to satisfy its obligations in paragraphs 9.2 – 9.5, the occupational restrictions in paragraphs 9.4, 9.5 and 9.12 shall cease to apply but the Owner shall remain under an obligation to use Reasonable Endeavours to comply with its obligations in paragraphs 9.4, 9.5,9.12 and 9.14.

9.14 If prior to the date falling three (3) years after first Occupation of the Residential Units in the final Building to be Occupied (the "**Longstop Date**"), the Council (acting reasonably and having regard to the usage data provided pursuant to paragraph 9.11) determines that demand for the Car Club demonstrates that an additional Car Club space is reasonably required to serve the Development, the Council may, prior to the Longstop Date, serve written notice of such determination on the Owner and, following receipt of such notice, the Owner shall as soon as reasonably practicable lay out and provide one additional Car Club space (including an active electric vehicle charging point) for the sole use of the Car Club (which use shall be under a lease or licence).

10 **TfL Bus Contribution**

10.1 To pay the TfL Bus Contribution to the Council prior to Occupation of any part of the Residential Component.

10.2 Not to Occupy or permit Occupation of any part of the Residential Component until the TfL Bus Contribution has been paid in full to the Council.

SCHEDULE 4 – EMPLOYMENT AND TRAINING

Part 1 - Interpretation

1. Interpretation

1.1 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"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 listed by the National Apprenticeship Service;
"Construction Training Academy"	means an alternative programme, initiative and/or enterprise academy that may (at the Owner's election under paragraph 2.2 of this Schedule) operate during the Construction Phase with the aim of raising the skills and employability of local residents within the Council's administrative area including the provision of appropriate training (which may be through links with local education providers or other construction training providers);
"Employment and Training Plan"	(a) means a plan or plans in writing setting out measures requiring the Owner to use to facilitate the provision of training and employment opportunities for residents from within the Council's administrative area 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): (b) employment and training initiatives and opportunities relating to each Phase and details of sector delivery;

(c) a target of 20% of local residents to be employed through local recruitment agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;

(d) the following targets with respect to employment and training opportunities across the Development which shall be further broken down by Phase:

i. 265 Apprenticeships;

ii. 265 Progression Into Employment places;

(e) a breakdown of the Employment and Training Contribution to be paid in relation to the relevant Phase which shall be proportionate to the employment and training opportunities to be provided in that Phase;

(f) 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;

(g) the timings and arrangements for implementation of such initiatives including how each Phase will contribute to the overall targets;

(h) suitable mechanisms for monitoring the effectiveness of such initiatives; and

(i) details of the Construction Training Academy (in the event the Owner elects to provide this);

	or such amended plan as may be agreed between the Council and the Owner from time to time;
"Employment and Training Contribution"	means the sum of £2,665,251.75 (Two Million, Six Hundred and Sixty-Five Thousand, Two Hundred and Fifty-One Pounds and Seventy Five Pence) to be paid by the Owner to the Council and to be used by the Council towards funding the Apprenticeships and Progression Into Employment places to be provided as part of the Development;
"Progression Into Employment"	means a job placement within the Development for a Barnet resident who is registered as unemployed with the duration of such a placement of not less than 26 weeks to be agreed with the Council;
"Remedial Employment and Training Contribution"	means the maximum sum of £15,781,810 (Fifteen Million, Seven Hundred and Eighty-One Thousand, Eight Hundred and Ten Pounds) to be paid to the Council in the event of a failure by the Owner to demonstrate that it has used Reasonable Endeavours to deliver the target for any of the Apprenticeships and/or Progression Into Employment places that may be agreed with the Council in the Employment and Training Plan and has not provided the Construction Training Academy in accordance with paragraph 2.2 of this Schedule, such amount to be broken down as follows: (a) £27,352 (twenty-seven thousand three hundred and fifty-two pounds) (Index Linked) being the cost for each Apprenticeship not delivered; (b) £13,676 (Index Linked) being the cost for each Progression into Employment not delivered;

(c) £4,850 (four thousand eight hundred and fifty pounds) (Index Linked) being the cost for each unpaid work experience placement not delivered

Part 2 - Obligations

The Owner's obligations are as follows:

2. Employment and Training Plan

2.1. to submit to and obtain the Council's written approval to the Employment and Training Plan for each Phase prior to Commencement of that Phase;

2.2. not to Commence cause or permit Commencement of each Phase unless and until the Employment and Training Plan for that Phase has been submitted to and approved by the Council in writing ("**Approved Employment and Training Plan**");

2.3. to pay to the Council the relevant part of the Employment and Training Contribution for each Phase in accordance with the Approved Employment and Training Plan and in any event prior to Commencement of that Phase;

2.4. to use Reasonable Endeavours to comply with an Approved Employment and Training Plan for each Phase and the targets contained within; and

2.5. to monitor and review the delivery of an Approved Employment and Training Plan during the Construction Phase and provide evidence that the outcomes of the Approved Employment and Training Plan have been achieved to the reasonable satisfaction of the Council at six (6) monthly intervals from the date of Commencement of the relevant Phase until the date of Practical Completion of the relevant Phase unless otherwise agreed by the Council in writing.

2.6. The Owner may at its absolute discretion elect to provide the Construction Training Academy during the Construction Phase of the Development and if the Owner elects to do so, the Owner shall:

2.6.1. include details of the Construction Training Academy in the Employment and Training Plan to be approved under paragraph 2.1 of this Schedule 4; and

2.6.2. include details to demonstrate to the reasonable satisfaction of the Council that the Construction Training Academy will deliver the targets for delivery of any

Apprenticeship and Progression Into Employment places for the relevant Phase or will instead secure equivalent employment benefits (and such details may include evidence of local employment benefits delivered on other sites providing similar academies);

2.6.3. upon the Council's approval of such details, provide the Construction Training Academy in accordance with the approved details (and any subsequent agreed amendments thereto).

2.7. If the Owner has complied with the provisions of paragraph 2.6.1 and 2.6.2 of this Schedule 4 and demonstrates that the Construction Training Academy delivers benefits equivalent to those intended to be achieved through the targets set for delivery of any Apprenticeship and Progression Into Employment for the relevant Phase, the Owner shall not be required to meet the Apprenticeship and Progression Into Employment for that Phase and the provisions of paragraphs 2.8 - 2.10 shall cease to apply in respect of that Phase.

2.8. If the Council notifies the Owner in writing prior to Occupation of each Phase that the targets set for delivery of any Apprenticeship and Progression Into Employment posts for that Phase (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 Working Days from receipt of the notice) propose for the Council's written approval remedial measures that could be put in place to meet the targets.

2.9. Where paragraph 2.8 of this Schedule 4 applies, the Owner shall use Reasonable Endeavours to implement the approved remedial measures in accordance with the timescales agreed by the Council and Owner in writing and shall not Occupy or permit Occupation of the relevant Phase until at least 1 month after the applicable agreed timescales have elapsed.

2.10. If the Owner fails to demonstrate that it has used Reasonable Endeavours to implement the remedial measures for that Phase approved by the Council under paragraph 2.8 of this Schedule 4 then the Owner shall pay the applicable part of the Remedial Employment and Training Contribution to the Council within 20 Working Days of receipt of a written demand for payment from the Council and shall not Occupy or permit Occupation of the relevant Phase until the relevant applicable part of the Remedial Employment and Training Contribution has been paid to the Council PROVIDED THAT

2.10.1. Payment is conditional upon such written demand being received prior to Occupation of the relevant Phase.

2.10.2. The Remedial Employment and Training Contribution shall only be payable in the event that the Owner has elected not to provide the Construction Training Academy or the Owner has elected to provide the Construction Training Academy but has not satisfied its obligations in paragraph 2.6 of this Schedule 4.

2.11. Upon payment of the relevant part of the Remedial Employment and Training Contribution to the Council pursuant to paragraph 2.10 of this Schedule 4, the Owner shall be released from all obligations in this Schedule 4 relating to the post (or posts) in respect of which the relevant part of the Remedial Employment and Training Contribution has been paid to the Council.

2.12. If the Owner demonstrates that the target employment figures for Apprenticeship and/or Progression Into Employment places for a particular Phase have been fully or partly achieved through delivery in any other Phase, then the Remedial Employment and Training Contribution otherwise payable for the relevant Phase shall be proportionately reduced to reflect the surplus delivery achieved elsewhere.

2.13. The Council and the GLA acknowledge that the provisions in this Schedule are subject always to any data protection, statutory requirements and employment laws and processes which may be relevant from time to time.

SCHEDULE 5 – AFFORDABLE HOUSING

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule 5 apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Part 3 of this Schedule 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) (applying Formula 2); (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) provides a timetable for construction and delivery of the Additional Affordable Housing Units; and (d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in accordance with paragraph 3.10 of Part 3 of this Schedule

"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 Part 3 of this Schedule
"Affordable Housing"	means 'Affordable housing' as defined in Annex 2 to the National Planning Policy Framework for the avoidance of doubt that should: a) meet the needs of eligible purchasers or eligible 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 eligible renters, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision within Greater London (as defined in Section 2 of the London Government Act 1963);
"Affordable Housing Delivery Plan"	means a plan (as may be updated from time to time by agreement in writing between the Owner and the Council) for the delivery of the Affordable Housing Units within a Phase of the Development to be submitted to and approved by the Council (and any amendments to such plan as may be agreed from time to time) containing the following: (a) the proposed quantum and distribution of Affordable Housing Units within that Phase of the Development; (b) the proposed size, type and tenure mix of the Affordable Housing Units within that Phase; and

(c) the proposed location of the Affordable Housing Units within that Phase.

"Affordable Housing Mix" means, subject to the provisions of this Deed, the 341 Residential Units (25% of Habitable Rooms) to be provided as part of the Development as Affordable Housing in the following mix:

- 190 Social Rent Housing Units; and
- 151 Shared Ownership Housing Units

as may be revised from time to time in accordance with this Schedule;

"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 any successor agency) or GLA which is eligible to obtain grant funding; or

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

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

"Affordable Housing Target Tenure Split" means:

(a) 60% of the Affordable Housing Units to be provided as Social Rent Housing (by Habitable Room); and

	(b) 40% of the Affordable Housing Units to be provided as Shared Ownership Housing (by Habitable Room);
"Affordable Housing Units"	means the Residential Units to be provided as Affordable Housing in accordance with the Affordable Housing Mix and Affordable Housing Target Tenure Split as revised from time to time in accordance with this Schedule (the "**Affordable Housing Provision**") and to be provided in full compliance with the approved Affordable Housing Delivery Plan for each Phase and/or (where applicable) the Additional Affordable Housing Scheme;
"Average Market Housing Value"	means the average value of Open Market Housing Unit floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner
"Average Shared Ownership Housing Value"	means the average value of Shared Ownership Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner
"Average Social Rent Housing Value"	means the average value of Social Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV to be assessed by the GLA, the Council and the Owner
"Cap"	means that the Affordable Housing Units and any Additional Affordable Housing Units and any financial contribution and other payments towards Affordable Housing shall whether together or in isolation not be required to exceed 50 per cent by Habitable Room of

the Residential Units (or financial equivalent) PROVIDED that the tenure split of such Affordable Housing accords with the Affordable Housing Target Tenure Split;

"Capital Value" means the actual net value attributable to an income-producing Viability Component, derived from its investment (rent-based) characteristics (rather than any underlying sales transaction), representing the amount realised by the Owner after deducting all purchaser's costs and acquisition-related adjustments;

"Challenge" means the Planning Permission being the subject of judicial review proceedings or an application lodged for permission to apply for judicial review in the High Court;

"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 a Chargee;

"Chargee" means any mortgagee, trustee 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 mortgagee/chargee of a Shared Ownership Housing Unit and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation including for Shared Ownership Housing Units to enable such mortgagee or chargee to realise its security or any administrator

(howsoever appointed) including a housing administrator;

"Costs" means all costs incurred or estimated to be incurred in connection with the delivery of the Development at the Review Date, including (but not limited to):

(a) all costs (including any land costs associated with the acquisition of the Land) including stamp duty land tax, legal fees and agency fees;

(b) all sales and marketing costs and expenses associated with the Development including selling costs, legal fees, agency fees, sales collateral (including but not limited to brochures, models and computer-generated images), marketing suites, show flats, sales staff costs, advertisements and promotion, and, irrecoverable VAT

(c) all professional fees, surveys and reports associated with designing the Development from conception through to planning and detailed design for procurement and construction (including planning application costs, planning performance agreement costs and other planning application costs);

(d) all construction costs including enabling costs, demolition costs, substructure costs, superstructure costs, fit-out costs, external works costs, prelims costs, contingencies on costs yet to be incurred, costs of procuring infrastructure and statutory services and any reasonable allowances made for contractors' overheads and profit;

(e) all professional fees, surveys and reports associated with the construction of the Development including legal and other construction professional fees;

	(f) general finance costs including those incurred through loans and equity costs; (g) costs associated with obtaining any third party consents; (h) void costs including service charge losses whilst units are vacant; (i) costs associated with compliance with statutory requirements, including insurance costs, warranties and building regulation costs; and (j) all costs and payments made in accordance with the terms of this Deed (including contributions made towards Affordable Housing), and any Community Infrastructure Levy but for the avoidance of doubt:- -any cost, expense or liability shall only be included once in the calculation of Costs and no item may be double counted; and -any costs arising from Fraudulent Transactions shall be excluded from the calculation of Costs
"CPI"	means the Consumer Prices Index published monthly by the Office for National Statistics or, if the Consumer Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably
"Date of Deemed Service"	means, in each instance where a Chargee has served a Default Notice under paragraph 8.2 of Part 2 of this Schedule 5: (a) in the case of service by delivery by hand of the Default Notice to the Council's offices at 2 Bristol Avenue, Colindale, NW9 4EW during 10:00 and

16:00, 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 2 Bristol Avenue, Colindale, NW9 4EW, 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 8.2 of Part 2 of this Schedule of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

"Development Viability Information" means:

(a) the Costs;
(b) the Values;
(c) Target Return; and
(d) other cost or revenue items as may be agreed between the Council, the GLA and the Owner

and in each case accompanied by Supporting Evidence to the Council and the GLA's reasonable written satisfaction

"Disposal"	means the following: (a) the grant of a lease of a Viability Component(s); (b) the grant of a tenancy agreement or a short term let in respect of a Viability Component; (c) the sale of the freehold interest in a Viability Component(s)
"Eligible Purchaser"	means a purchaser(s) whose Household Income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report at the date of the disposal;
"External Consultant"	means the external consultant that may be appointed by the Council and approved by the GLA, or an external consultant appointed by the GLA, to assess the Development Viability Information;
"Formula 1"	means the formula identified as "Formula 1" within the annex to this Schedule;
"Formula 2"	means the formula identified as "Formula 2" within the annex to this Schedule;
"Fraudulent Transaction"	means: (a) a transaction the purpose or effect of which is to artificially reduce the inputs into the Development Viability Information including artificially increasing the Costs or reducing the Values; or (b) a Disposal that is not an arm's length third party bona fide transaction;

"Habitable Room"	means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;
"Household"	means, in relation to a person "A", A and all other persons who would, after purchasing a Shared Ownership Housing Unit share that Shared Ownership Housing Unit with A as the only or main residence of both A and such other persons;
"Household Income"	means: (a) in relation to a single Eligible Purchaser, the gross annual income of that Eligible Purchaser's Household; and (b) in relation to joint Eligible Purchasers the combined gross annual incomes of those Eligible Purchasers' Household;
"Intention Notice"	means a notice in writing served on the Chargee by the Council under this Schedule that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units;
"Local People"	means people living in or working in or with a local connection to the London Borough of Barnet;
"London Plan"	means the London Plan published by the GLA in March 2021 and any revisions thereto from time to time;

"London Plan Annual Monitoring Report"	means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy;
"Moratorium Period"	means, in each instance where a Chargee has served a Default Notice under paragraph 8.2 of Part 2 of this Schedule, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council);
"Nominations Agreement"	means the agreement to be entered into on reasonable terms comprised as part of the Affordable Housing Provision only in respect of the Social Rent Housing Units providing the Council with 100% nomination rights on first lets and 100% nomination rights on subsequent lets in accordance with this Schedule;
"NPPF"	means the National Planning Policy Framework (December 2024) (or such variation or amendment thereto or any Government policy supplementing or replacing it from time to time);
"Open Market Housing Unit(s)"	means the Residential Units which are to be sold or let on the open market and which are not Affordable Housing Units;
"Option"	means the option to be granted to the Council (and/or its nominated substitute Affordable Housing Provider) in accordance with paragraph 9.2 of Part 2 of this Schedule for the purchase of the Affordable

	Housing Units and/or the Additional Affordable Housing Units;
"Public Subsidy"	means funding from the Council and/or the GLA together with any additional public subsidy secured by the Owner or Affordable Housing Provider to support the delivery of the Development;
"Practical Completion"	means practical completion as evidenced by a certificate issued by an architect or other appropriate professional acting for the Owner and the "Practically Completed" shall be construed accordingly;
"Rent Guidance"	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2026 issued by the Ministry of Housing, Communities and Local Government in January 2026 or such other replacement guidance or direction or legislation
"Rent Standard"	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2026 issued by the Ministry of Housing, Communities and Local Government in January 2026 together with the Rent Standard Guidance published by the Ministry of Housing, Communities and Local Government in January 2026 or such other replacement guidance or direction or legislation
"Review Date"	means the date of the submission of the Development Viability Information pursuant to paragraph 2 of Part 3 of this Schedule

"Service Charge"	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 the Affordable Housing Unit;
"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 on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report;
"Shared Ownership Housing Marketing Plan"	means a written plan (as might be revised from time to time by the written agreement of the Council and the Owner) relating to the marketing of the Shared Ownership Housing Units by the Owner and detailing: (a) the proposed means of marketing to Eligible Purchasers of the Shared Ownership Housing Units including the marketing through the GLA's Homes for Londoner's online portal (or any successor/replacement website);

(b) the details of proposed measures to exclusively market the Shared Ownership Units to Eligible Purchasers who are Local People for a three (3) month period (such period to commence no sooner than nine (9) months prior to the anticipated date of Practical Completion of the relevant Shared Ownership Housing Unit);

(c) the details of Service Charges that will be charged, which shall be provided to Eligible Purchasers in the marketing materials of the Shared Ownership Housing Units; and

(d) the affordability criteria applicable to the Shared Ownership Housing Units;

"Shared Ownership Housing Unit" means the Affordable Housing Units to be provided as Shared Ownership Housing Units (including where applicable any Additional Affordable Housing Units which are to be delivered as Shared Ownership Housing) as identified in the approved Affordable Housing Delivery Plan for the relevant Phase and/or (where applicable) the Additional Affordable Housing Scheme, and "**Shared Ownership Housing Units**" shall be construed accordingly;

"Social Rent Housing" means Affordable Housing which is managed by local authorities and Registered Providers and where the rent is no higher than Target Rents and **"Social Rent"** shall be construed accordingly;

"Social Rent Housing Units" means the Affordable Housing Units to be provided as Social Rent Housing (including where applicable any Additional Affordable Housing Units which are to be delivered as Social Rent Housing) as identified in the approved Affordable Housing Delivery Plan for the relevant Phase and/or (where applicable) the Additional Affordable Housing Scheme;

"Staircasing"	means the acquisition by an occupier of a Shared Ownership Housing Unit of additional equity in a Shared Ownership Housing Unit up to a maximum of 100 per cent equity and "**Staircased**" shall be construed accordingly;
"Substantial Implementation"	means the occurrence of all of the following in respect of the Development: (a) completion of works up to first floor slab for at least one Building within the Residential Component; and (b) letting of a building contract for the construction of the Building in (a).
"Substantial Implementation Target Date"	means the date falling 36 months from but excluding the date of grant of the Planning Permission PROVIDED THAT if there is a Challenge the Substantial Implementation Target Date shall be extended by a period of time which is commensurate to the period of time commencing on the date the GLA is served with proceedings relating to the Challenge and ending on the date on which the proceedings relating to the Challenge are finally disposed of or such alternative date as may be agreed under the provisions of Part 3 of this Schedule;
"Sums Due"	means all sums due to a Chargee of the Affordable Housing Units and pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses;
"Supporting Evidence"	means: (a) evidence of actual Costs and Values where such are known at the time the Viability Appraisal is submitted; and

(b) evidence of projected/estimated Costs and Values (informed by appropriately qualified professionals) where such are not known at the time the Viability Appraisal is submitted;

any other information reasonably required by the Council/Council's External Consultant and/or the GLA

"Target Rents" means the rents for Social Rent Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Guidance from time to time;

"Target Return" means the following profits on value:

(a) 17.5% on Open Market Housing Units;
(b) 6% on Affordable Housing Units; and
(c) 15% on Commercial Units

"Values" means the total revenues generated from the Development or estimated to be generated by the Owner from or in connection with the Development at the Review Date including but not limited to:

(a) the proceeds of Disposal of Residential Units;
(b) Capital Value generated by ground rents (whether or not sold to a third party);
(c) Capital Value of the Commercial Units;
(d) Capital Value of any Residential Units which are let for rent;
(e) sales of any car and motorcycle parking spaces;

(f) Capital Value of any residents' storage spaces for sale or rent;

(g) Capital Value of car and any motorcycle parking spaces for rent (whether or not sold to a third party);

(h) any Public Subsidy received in relation to the Development but excluding any Public Subsidy repaid (or to be repaid) by the Owner to the Council and/or the GLA (as applicable)

(i) any other revenue generated by any floorspace in the Development

(j) Capital Value together with rental value/ income received by the Owner from any of the Viability Components in the Development

but for the avoidance of doubt

-any value, revenue, Public Subsidy or Capital Value shall only be included once in the calculation of Values and no item may be double counted; and

- any values arising from Fraudulent Transactions shall be excluded from the calculation of Values

"Viability Appraisal"

means the viability appraisal in relation to the Development to be carried out at the Review Date in accordance with Formula 1 and Formula 2 which shall apply as inputs:

a) the Costs;
b) the Values;
c) the Target Return; and
d) other cost or revenue items as may reasonably be agreed between the Owner and the Council (and once agreed such

items shall fall within the definition of either Costs or Values as appropriate)

"Viability Component" means a part of the Development including but not limited to:

(a) Open Market Housing Units;

(b) Affordable Housing Units/Additional Affordable Housing Units;

(c) Commercial Units;

(d) New Leisure Centre;

(e) any other floorspace;

(f) property; and

(g) land

Part 2 - Obligations

The Owner's obligations are as follows:

2 **Delivery of the Affordable Housing Units**

2.1 The Owner must provide 25% (by Habitable Room) of the Residential Units in the Development as Affordable Housing Units in accordance with and subject to the provisions of this paragraph 2.

2.2 The Affordable Housing Units must be provided on the Land in accordance with the approved Affordable Housing Delivery Plan.

2.3 The Owner must not Commence each Phase of the Development, unless an Affordable Housing Delivery Plan has been submitted to and approved in writing by the Council in respect of that Phase.

2.4 The provision of Affordable Housing in each Phase shall be subject to the following principles:

2.4.1 if provision within a Phase exceeds or will exceed 25% (by Habitable Room) of Residential Units being provided as Affordable Housing Units the Owner may off-set that over-provision in later Phases;

2.4.2 if provision within a Phase is less than or will be less than 25% of (by Habitable Room) of Residential Units being provided as Affordable Housing Units the Owner must provide any under-provision within later Phases to be Commenced

2.5 The Affordable Housing Units shall not be Occupied for any purpose other than as Affordable Housing in accordance with the tenure type for which they have been provided or such other tenure type as the Council may agree and in accordance with the terms of this Schedule.

2.6 If any Additional Affordable Housing Units are required, the Owner shall construct or procure the construction of those units in accordance with the Additional Affordable Housing Scheme approved by the GLA and the Council.

2.7 The Owner shall provide at least 10% of the Affordable Housing Units as wheelchair accessible units in compliance with Building Regulations requirement M4(3)(2)(b) 'wheelchair user dwellings' (in consultation with the Council) and shall ensure that where a communal access is to be the principal access for wheelchair users, the specification of the communal access shall not be less than the specification for access for wheelchair units under the Building Regulations requirement M4(3) 'wheelchair user dwellings' and any nominations for such adapted units shall be at the discretion of the Council or Affordable Housing Provider acting reasonably.

3 **Affordable Housing and transfer to the Affordable Housing Provider**

3.1 No more than 50% of the Open Market Housing Units shall be Occupied in each Phase which is to contain Affordable Housing Units in accordance with the Affordable Housing Delivery Plan until the Affordable Housing Units for that Phase have been Practically Completed and made ready for occupation and an agreement for the disposal of the relevant Affordable Housing Units to an Affordable Housing Provider in accordance with paragraph 3.3 below has been entered into.

3.2 The Affordable Housing Units in each Phase shall be transferred to the Affordable Housing Provider prior to Occupation of the relevant Affordable Housing Units

and, in the case of Social Rent Housing Units, shall be subject to an obligation on the Affordable Housing Provider to enter into the Nominations Agreement with the Council prior to the Occupation of the Affordable Housing Units in that Phase.

3.3 The Owner shall ensure that any disposal of Affordable Housing Units to an Affordable Housing Provider is by way of a freehold sale or grant of a lease of not less than 125 years and, in the case of Social Rent Housing Units, subject to a condition that the Affordable Housing Provider enters into a Nominations Agreement with the Council in respect of the relevant Affordable Housing Units as soon as reasonably practicable following the disposal of the relevant Affordable Housing Units.

3.4 No Social Rent Housing Unit shall be Occupied until a Nominations Agreement has been entered into in respect of that Social Rent Housing Unit.

3.5 The Owner shall not Occupy or permit Occupation of more than 75 per cent of the Open Market Housing Units in any Phase which contains Social Rent Housing Units until an Affordable Housing Provider has (or Affordable Housing Providers have) entered into a Nominations Agreement (or Nominations Agreements) with the Council in respect of all of the Social Rent Housing Units in that Phase.

3.6 The Owner shall ensure that any disposal by way of the grant or transfer of a lease of any Shared Ownership Housing Unit shall be to an Eligible Purchaser.

3.7 The Owner shall submit the Shared Ownership Housing Marketing Plan in respect of each Phase to the Council for approval prior to commencing marketing of any Shared Ownership Housing Unit and shall not commence marketing of any Shared Ownership Housing Unit in a Phase until the Council has approved the Shared Ownership Housing Marketing Plan for that Phase in writing.

3.8 Where the Council determines not to approve a submitted Shared Ownership Housing Marketing Plan in respect of a Phase the Council shall provide its reasons in writing and shall provide the Owner with such further information as it might reasonably require to prepare and submit a further revision of the proposed Shared Ownership Housing Marketing Plan.

3.9 Where the Council approves the relevant Shared Ownership Housing Marketing Plan the Owner shall comply with the terms thereof in the marketing and disposal of the Shared Ownership Housing Units in the relevant Phase.

4 **Social Rent Housing Units**

4.1 Subject to the provisions of this Deed, the Owner shall not Occupy the Social Rent Housing Units for any purpose other than as Social Rent Housing and in accordance with the Nominations Agreement.

5 **Shared Ownership Housing Units**

5.1 Subject to the provisions of this Deed, the Owner shall not Occupy any of the Shared Ownership Housing Units other than as Shared Ownership Housing Units by an Eligible Purchaser and their Household SAVE in the case of the Occupier of that Shared Ownership Housing Unit has Staircased to 100% equity.

6 **Service Charges/infrastructure**

6.1 The Owner covenants with the GLA and the Council that:

6.1.1 the amount of the Service Charges shall be fair and reasonable and no more than the actual cost of the services provided;

6.1.2 the Owner shall not enter into an agreement with an Affordable Housing Provider for the disposal of any Affordable Housing Units within a Phase unless and until the maximum initial amount of the Service Charges which may be levied in relation to the Affordable Housing Units in that Phase (such amount to be justified by reference to details of service charges levied on comparable developments located in the London Borough of Barnet providing Affordable Housing) has been submitted to and approved in writing by the Council;

6.1.3 the relevant Registered Provider shall not increase the maximum amount of Service Charges which may be levied in respect of the Affordable Housing Units in a particular Phase above the maximum amount agreed pursuant to paragraph 6.1.2 (other than annual increases to reflect indexation in accordance with the CPI) until:

6.1.3.1 it has notified the Council of the revised maximum amount of Service Charges it proposes to levy (such amount to be justified by reference to details of service charges levied on comparable developments located in the London Borough of Barnet providing Affordable Housing);

6.1.3.2 it has provided within fifteen (15) Working Days of any request by the Council such other details as may reasonably requested by the Council as to the process undertaken and the matters taken into account in setting the revised maximum amount of Service Charges to be levied; and

6.1.3.3 the revised maximum amount of Service Charges which may be levied has been approved by the Council or determined pursuant to clause 21.

6.2 Prior to Practical Completion of any of the Affordable Housing Units in a Phase:

6.2.1 all public highways (if any) and public sewerage and drainage serving the Affordable Housing Units included in the relevant Phase shall be in place and shall meet all statutory requirements for such public sewerage and drainage;

6.2.2 all private roads footways and footpaths (if any) serving the Affordable Housing Units shall be in place and shall be constructed and completed to provide safe access;

6.2.3 all private sewage and drainage pipes channels and gutters and all mains water gas (if applicable) and electricity pipes and cables shall be in place and shall be constructed laid and completed to the Affordable Housing Units to the satisfaction of the Council.

7 **Additional Affordable Housing Units**

7.1 If any Additional Affordable Housing Units are required pursuant to paragraph 3 of Part 3 of this Schedule all references to "Affordable Housing Units" in paragraph 1 (Interpretation) and Parts 1 and 2 of this Schedule shall be deemed to include the Additional Affordable Housing Units.

8 **Chargee in possession exemption clause**

8.1 This Schedule shall cease to apply to any Chargee (and any successors in title thereto or persons deriving title under such Chargee) who seeks to dispose of any Affordable Housing Unit pursuant to its powers of sale exercised pursuant to a default of the terms of its Charge and who has first complied with the provisions of paragraph 8.2 of this Part 2.

8.2 In order to benefit from the protection granted by paragraph 8.1 of this Part 2, a Chargee of an Affordable Housing Unit must:

8.2.1 serve a Default Notice on the Council by delivery by hand at the address stated on page 2 of this Deed (or such other address notified from time to time) during the hours of 10:00 to 16:00 or using first class registered post to the Council's offices at the address mentioned within this paragraph addressed to the development manager prior to seeking to dispose of the relevant Affordable Housing Units;

8.2.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and

8.2.3 subject to paragraph 11 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 9.2 below.

9 **Moratorium Period and Intention Notice**

9.1 From the first day of the Moratorium Period to (but excluding) the date falling one (1) calendar month later, the Council may serve an Intention Notice on the Chargee.

9.2 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 Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Affordable Housing Provider) an exclusive Option to purchase the relevant Affordable Housing Units which shall contain the following terms:

9.2.1 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));

9.2.2 the price for the sale and purchase will be agreed in accordance with paragraph 9.3.2 below or determined in accordance with paragraph 10 below;

9.2.3 provided that the purchase price has been agreed in accordance with paragraph 9.3.2 below or determined in accordance with paragraph 10

below, but subject to paragraph 9.2.4 below, the Council (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 at any time prior to the expiry of the Moratorium Period;

9.2.4 the Option will expire upon the earlier of

9.2.4.1 notification in writing by the Council (or its nominated substitute Affordable Housing Provider) that it no longer intends to exercise the Option; or

9.2.4.2 the expiry of the Moratorium Period; and/or

9.2.4.3 any other term agreed between the parties to the Option (acting reasonably).

9.3 Following the service of the Intention Notice:

9.3.1 the Chargee shall use Reasonable Endeavours to reply to enquiries raised by the Council (or its nominated substitute Affordable Housing Provider) in relation to the Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

9.3.2 the Council (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, which shall be the higher of:

9.3.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule; and

9.3.2.2 (unless otherwise agreed in writing between the Council (or its nominated substitute Affordable Housing Provider) and the Chargee) the Sums Due.

10 **Chargee Disposal dispute resolution**

10.1 On the date falling ten (10) Working Days after service of the Intention Notice, if the Council (or its nominated substitute Affordable Housing Provider) and the Chargee have not agreed the price pursuant to paragraph 9.3.2 above:

10.1.1 the Council (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 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;

10.1.2 if, on the date falling fifteen (15) Working Days after service of the Intention Notice, the Council (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;

10.1.2.1 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 9.3.2.1 above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Deed;

10.1.2.2 the independent surveyor shall act as an expert and not as an arbitrator;

10.1.2.3 the fees and expenses of the independent surveyor are to be borne equally by the Parties;

10.1.2.4 each Party is to bear its own costs for making any submission to the independent surveyor;

10.1.2.5 except as specified in this Deed, the procedure for a reference to the independent surveyor shall be determined by the independent surveyor, but in any event it shall allow for the Parties to make written representations to the independent surveyor, and for the Parties to be able to comment on each other's representations;

10.1.2.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Affordable Housing Provider (if any) and the Chargee of that decision no later than fourteen (14) Working Days after his/her appointment and in any

event within the Moratorium Period (or such other period as agreed by all parties); and

10.1.2.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud) ("**Final Decision**").

10.1.3 The Parties shall take all steps to action the independent's surveyor's decision as soon as possible and, in any event, no less than from 20 Working Days of the Final Decision,

PROVIDED ALWAYS THAT nothing in paragraph 9 or this paragraph 10 shall require any Party to take any further action in respect of any such dispute or determination of the price of, or any grant to the Council of an Option in respect of, the relevant Affordable Housing Units following expiry of the Moratorium Period.

11 **Chargee disposal**

11.1 The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in this Schedule which shall determine absolutely and cease to apply to such Chargee (and any successors in title thereto or persons deriving title under such Chargee) in respect of those Affordable Housing Units (but subject to any existing tenancies) if:

11.1.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;

11.1.2 the Council (or its nominated substitute Affordable Housing Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or

11.1.3 the Council (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.

11.2 The Council (and its nominated substitute Affordable Housing Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 9, 10 and 11 (inclusive) of this Part 2 of this Schedule 5.

12 **Monitoring**

12.1 The Parties acknowledge and agree that as soon as reasonably practicable following completion of this Deed the Council shall report to the GLA through the London Development Database the number and tenure of the Affordable Housing Units by units and Habitable Room.

Part 3 – Viability Review

1 **VIABILITY REVIEW TRIGGER**

1.1 The Owner shall notify the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.

1.2 No later than five (5) Working Days after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable the Council 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, the Owner shall afford the Council access to the Land to inspect and assess whether or not the works which have been undertaken achieve Substantial Implementation PROVIDED ALWAYS THAT 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 20 Working Days after the Council receives

1.4.1 notice pursuant to paragraph 1.1; or

1.4.2 if the Council makes a request under paragraph 1.2, the additional documentary evidence,

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

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1.5 Subject to paragraph ~~**Error! Reference source not found.**~~ 1.6 below, if the Council notifies the Owner that the Council considers that Substantial Implementation has not been achieved then this paragraph 1 shall continue to apply mutatis mutandis until the Council has notified the Owner pursuant to paragraph 1.4 that Substantial Implementation has been achieved.

1.6 Any dispute between the Parties regarding whether Substantial Implementation has occurred or whether it occurred on or before the Substantial Implementation Target Date (including a dispute arising from a failure by the Council to provide the written confirmation in paragraph 1.4 above within the time period specified in that paragraph) may be referred to dispute resolution in accordance with clause 21.

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

1.7.1 the Council has notified the Owner pursuant to paragraph 1.4, or an independent person has determined pursuant to clause 21 that Substantial Implementation has been achieved on or before the Substantial Implementation Target Date;

1.7.2 the Council has confirmed in writing pursuant to paragraph 3.6 its agreement that no Additional Affordable Housing Units are required; or

1.7.3 if the Council has confirmed in writing pursuant to paragraph 3.6 or an independent person has determined pursuant to clause 21 that Additional Affordable Housing Units are required, the Council has confirmed pursuant to paragraph 3.6 or 3.8 (as applicable) its approval of an Additional Affordable Housing Scheme.

2 SUBMISSION OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION

2.1 Where Substantial Implementation has not occurred before the Substantial Implementation Target Date (as determined by the Council under paragraph 1.4 or pursuant to dispute resolution in accordance with clause 21):

2.1.1 the Owner shall submit to the Council the following information no later than 20 Working Days after the date on which the Owner is notified pursuant to paragraph 1.4, or the date that an independent person has determined pursuant to clause 21, that Substantial Implementation has been achieved on the basis that the Council and the GLA may make such information publicly available:

2.1.1.1 the Development Viability Information for Formula 1 and Formula 2;

2.1.1.2 a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 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 5 shall apply.

3 **ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION AND OTHER INFORMATION**

3.1 The Council shall assess the information submitted pursuant to paragraph 2.1 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 2 and for the avoidance of doubt the Council (acting reasonably) will be entitled to rely on its own evidence in determining inputs into Formula 1 and Formula 2 subject to such evidence being relevant and also being provided to the Owner.

3.2 The Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2.1 PROVIDED THAT:

3.2.1 the External Consultant must be appointed not later than 10 Working Days after submission of the information under paragraph 2.1 above; and

3.2.2 any External Consultant so appointed will report to the Council:

3.2.2.1 not later than 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 2.1 if no request is made under paragraph 3.3 below; or

3.2.2.2 not later than 20 Working Days after the date of receipt by the External Consultant of the information submitted pursuant to paragraph 3.4 below, if a request is made under paragraph 3.3 below.

3.3 Not later than 20 Working Days after submission of the information under paragraph 2.1 above, the Council and/or an External Consultant may request in writing from the Owner further Development Viability Information or supporting evidence of the same.

3.4 The Owner shall provide any reasonably required information to the Council or the External Consultant (as applicable and with copies to the other parties) within 10 Working Days of receiving a request under paragraph 3.3 above.

3.5 The process in paragraphs 3.3 and 3.4 may be repeated until the Council and/or the External Consultant (as applicable) has all the information it reasonably requires to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1 and Formula 2, with the periods in paragraphs 3.2.2.2, 3.3, 3.4 and 3.6.2 restarting accordingly.

3.6 Not later than:

3.6.1 35 Working Days from the submission of the information under paragraph 2.1 above, if no request is made under paragraph 3.3 above; or

3.6.2 25 Working Days from the date of receipt by the Council of the information submitted pursuant to paragraph 3.4 above, if a request is made under paragraph 3.3 above

the Council shall notify the Owner in writing of the Council's decision as to whether any Additional Affordable Housing Units are required and whether the submitted Additional Affordable Housing Scheme is approved.

3.7 Where the Council concludes that Additional Affordable Housing Units are required but the Owner's initial submission concluded otherwise or if the Additional Affordable Housing Scheme initially submitted is not approved by the

Council, the Owner shall provide an Additional Affordable Housing Scheme to the Council for approval (such approval not to be unreasonably withheld or delayed) within 15 Working Days of the date on which it receives the Council's notice pursuant to paragraph 3.6.

3.8 If an Additional Affordable Housing Scheme is submitted to the Council pursuant to paragraph 3.7, the Council shall notify the Owner in writing of the Council's intended decision as to whether the submitted Additional Affordable Housing Scheme is approved within 15 Working Days of receipt of the submission and, if the Additional Affordable Housing Scheme is not approved, paragraph 3.7 and this paragraph 3.8 shall continue to apply mutatis mutandis.

3.9 [Not used]

3.10 If the Council's assessment pursuant to paragraph 3.6 concludes, that:

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

3.10.2 a surplus profit arises following the application of Formula 1 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 Units to the Council as a financial contribution towards offsite Affordable Housing not later than 30 Working Days after the Council's confirmation.

3.11 Where this paragraph 3.11 applies (and SUBJECT ALWAYS to the Cap), the Owner shall provide the Additional Affordable Housing Units (and for this purpose paragraph 7 of Part 2 of this Schedule shall apply) and shall not Occupy or permit the Occupation of more than 50 per cent of the Open Market Housing Units unless and until it has paid any remaining surplus profit pursuant to paragraph 3.10 to the Council towards the delivery of offsite Affordable Housing within the London Borough of Barnet.

3.12 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted pursuant to paragraph 2.1

including those of the External Consultant within 20 Working Days of receipt of a written request for payment.

4 PUBLIC SUBSIDY

4.1 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 application of Formula 2.

5 MONITORING

5.1 As soon as reasonably practicable following completion of this Deed the Owner shall report to the GLA through the Planning London Datahub the number and tenure of the Affordable Housing Units by units and Habitable Room and other relevant information relating to the Development as specified in the Planning London Datahub.

5.2 The Owner covenants with the GLA to report to the GLA through the Planning London Datahub the information in paragraph 5.3 (to the extent applicable) as soon as reasonably practicable after (if relevant) the Council's confirmation in writing pursuant to paragraph 3.9 that the Additional Affordable Housing Scheme is approved.

5.3 The information referred to in paragraph 5.2 above is:

5.3.1 the number of the Additional Affordable Housing Units (if any) and the number of Habitable Rooms in the Additional Affordable Housing Units (if any) and the number of Shared Ownership Housing Units and Open Market Housing Units not converted; and

5.3.2 the amount of any financial contribution payable towards offsite Affordable Housing pursuant to paragraph 3.10.

Annex to Schedule 5

FORMULA 1 (Surplus profit available for additional on-site affordable housing)

Surplus Profit = (A – B) -Y

Where:

A = Values (£)

B = Costs

Y = Target Return

PROVIDED ALWAYS THAT if the deduction of total costs from values produces an amount that is less than zero it shall be deemed to be zero and SUBJECT ALWAYS to the Cap.

FORMULA 2 (Additional Affordable Housing)

X = Additional Social Rent Housing requirement (Habitable Rooms)

X = ((E * F) ÷ (A – B)) ÷ D

Y = Additional Shared Ownership Housing requirement (Habitable Rooms)

Y = ((E * G) ÷ (A – C)) ÷ D

Where:

A = Average Market Housing Value (£ per m²)

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

C = Average Shared Ownership Housing Value (£ per m²)

D = Average Habitable Room size for the Development m²

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

F = 60%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for Social Rent Housing

G = 40%, being the percentage of surplus profit available for Additional Affordable Housing Units to be used for Shared Ownership Housing

Notes

(A – B) represents the difference in average value of market housing per m² and average value of Social Rent Housing per m² (£).

(A – C) represents the difference in average value of market housing and average value of Shared Ownership Housing per m² (£).

(E * F) represents the surplus profit to be used for Social Rent Housing (£).

(E * G) represents the surplus profit to be used for Shared Ownership Housing(£).

(E * F) ÷ (A – B) represents the additional Social Rent Housing requirement (m²).

(E * G) ÷ (A – C) represents the additional Shared Ownership Housing (m²).

SCHEDULE 6 - PARKING RESTRICTIONS

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule 6 apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"CPZ"	means a Council administered permit controlled zone (whether existing or to be introduced in the future) imposing restrictions on vehicles parking within the public highway introduced pursuant to an order made under the Road Traffic Regulation Act 1984 or such other statutory power as may be used to introduce such parking restrictions;
"CPZ Contribution"	means the sum of £80,000 (Eighty Thousand Pounds) Index Linked being a contribution towards the review of existing surrounding streets within 500 metres of the Land and either (i) creation/implementation of a CPZ if a need is demonstrated or (ii) if a need is not demonstrated, any unspent amounts shall thereafter be applied towards changes to existing CPZ(s) within the vicinity of Land and/or any other purposes relevant to and connected with the introduction of or changes to any CPZ

"Disabled Person's Badge"	means a badge issued under section 21 of the Chronically Sick and Disabled Persons Act 1970;
"Residential Car Parking Management Plan"	means a document to be submitted to the Council for approval, based on the draft document entitled 'Car Parking Management Plan' prepared by Iceni and dated November 2025 and submitted as part of the Application, which sets out in detail the arrangements for the management, allocation, operation and enforcement of the car parking spaces within the Residential Component of the Development and which shall include measures to: i. discourage overspill parking onto local streets; ii. ensure that visitors to the Leisure Centre do not use car parking spaces allocated to the Residential Component and vice versa; iii. provide additional Disabled Person's Badge parking spaces where evidenced demand demonstrates a need for such spaces (subject always to a maximum of 10% of the total number of car parking spaces within the Residential Component being provided as Disabled Person's Badge parking spaces); and iv. ensure the effective management, maintenance and operation of Electric Vehicle charging points.
"Residents Parking Bay"	means a parking place designated in an order under section 45(2) of the Road Traffic Regulation Act 1984 for the use of designated residents in the locality;

"Residents Parking Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 or other relevant legislation for the use of residents or occupiers of premises in the locality in which the Development are situated;
"Traffic Management Order Contribution"	means the sum of £2,500 (Two Thousand Five Hundred Pounds) towards the amendment of the Traffic Management Order to restrict future occupiers from obtaining residential parking permits if a new CPZ is implemented;
"Visitors Parking Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 to be used by visitors to the locality in which the Development is situated.

Part 2 - Obligations

The Owner's obligations are as follows:

2 **CPZ Contribution**

2.1 The Owner shall pay the CPZ Contribution to the Council six (6) months prior to Occupation of the Development and shall not Occupy or permit Occupation of the Development prior to the date which is six months from the date of payment of the CPZ Contribution.

2.2 On receipt of the CPZ Contribution the Council shall carry out an initial parking beat survey review of existing surrounding streets within 500 metres of the Land and shall provide the Owner with a copy of the survey and the Council's conclusions as to whether the results of the survey support a new CPZ in the vicinity of the Development.

2.3 In the event that the Council's review conducted pursuant to paragraph 2.2 of this Schedule supports a new CPZ in the vicinity of the Development, the Council shall carry out of the design and consultation for a new CPZ in the vicinity of the Development.

2.4 Following completion of the design and consultation for a new CPZ undertaken pursuant to paragraph 2.3 of this Schedule the Council shall notify the Owner and

shall further take the required steps to obtain a Council resolution to make and implement the CPZ.

2.5 The Council shall notify the Owner if a Council resolution to make and implement the CPZ has been obtained and shall further provide the Owner with a written demand for the Traffic Management Order Contribution.

2.6 Following notification from the Council in accordance with paragraph 2.5 the Owner shall pay the Traffic Management Order Contribution to the Council within twenty (20) Working Days demand by the Council and in the event that the Traffic Management Order Contribution is not paid to the Council within that period the Owner shall not further Occupy or permit further Occupation of any Open Market Housing Units until the Traffic Management Order Contribution has been paid to the Council.

3 **Car Free**

3.1 Prior to the sale or letting of each of the Residential Units, the Owner shall inform the prospective purchasers, lessees, tenants or occupiers of each of the Residential Units that they shall not be eligible to apply to the Council for a Residents Parking Permit for the purpose of parking a motor vehicle within any CPZ (unless they are the holder of a Disabled Person's Badge);

3.2 the Owner shall not to knowingly permit any prospective purchasers, lessees, tenants or occupiers of any of the Residential Units to apply to the Council for a Residents Parking Permit for the purpose of parking a motor vehicle within any CPZ (unless they are the holder of a Disabled Person's Badge).

3.3 All material used for advertising or marketing the sale or letting of the Residential Units shall give notice to the prospective purchasers, lessees, tenants or occupiers of the Residential Units that they will not be eligible to apply for a Residents Parking Permit (unless they are the holder of a Disabled Person's Badge).

3.4 The Owner shall procure that every agreement entered into for the sale or letting of any of the Residential Units contains the following covenant (or a covenant having the same effect):

"the [purchaser/lessee/tenant/occupier] hereby covenants with the Owner not to apply for nor knowingly permit an application to be made to the London

Borough of Barnet by any person residing in the premises for a residents permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999." This covenant shall not apply to the holder of a "disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 subject to the Council's right to require proof of such entitlement".

3.5 For the avoidance of doubt the provisions of this Schedule 6 shall apply to each new and subsequent purchaser, lessee, tenant or occupier of any of the Residential Units.

3.6 The Owner acknowledges for itself and its successors in title to the Residential Component that the provisions of this Schedule 6 shall remain in force for the lifetime of the Development.

4 **Car Parking Management**

4.1 The Owner shall not Occupy the Residential Component of the Development until a Residential Car Parking Management Plan has been submitted to and approved in writing by the Council.

4.2 Following approval of the Residential Car Parking Management Plan (the "**Approved Residential Car Parking Management Plan**") the Owner shall implement the Approved Residential Car Parking Management Plan and shall maintain the Residential Component of the Development in accordance with the Approved Residential Car Parking Management Plan (or any amendments thereto as agreed in writing with the Council).

SCHEDULE 7 – FINANCIAL CONTRIBUTIONS

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Healthcare Contribution"	means the total sum of £570,670 (Five Hundred Seventy Thousand Six Hundred Seventy Pounds) (Index-Linked) to be paid to the Council for passing on to the NHS and to be used towards the re-configuration and upgrading of healthcare facilities to provide capacity to meet demand from the Development and healthcare infra structure and funding of health care facilities in the vicinity of the Development;
"Police Contribution"	means the total sum of £176,109.81 (One Hundred Seventy Six Thousand One Hundred and Nine Pounds and Eighty One Pence) (Index-Linked) to be paid to the Council for passing on to the Metropolitan Police and to be used towards the recruitment of additional police staff to operate in the vicinity of the Development;

Part 2 – Owner's Obligations

The Owner's obligations are as follows:

1 **Financial Contributions**

1.1 The Owner shall pay the Healthcare Contribution to the Council prior to Occupation of the of more than 643 Residential Units (and the Owner shall not

Occupy or permit Occupation of more than 643 Residential Units unless and until such payment has been made to the Council);

1.2 The Owner shall pay the Police Contribution to the Council prior to Occupation of more than 643 Residential Units (and the Owner shall not Occupy or permit Occupation of more than 643 Residential Units unless and until such payment has been made to the Council);

SCHEDULE 8 – PUBLIC REALM

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule 8 apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Glebelands Open Space Contribution"	means the contribution of £50,256 (Fifty Thousand Two Hundred and Fifty Six Pounds) to be paid by the Owner to the Council and to be used by the Council towards the delivery of a path on the Glebelands Open Space;
"Playspace"	means the part of the Public Realm which is to be provided as children's playspace as part of the Development;
"Public Realm"	means the areas shown shaded blue and labelled 'Residential Public Realm Area' on Plan 5 which shall be accessible by the public as part of each Phase of the Residential Component of the Development;
"Public Realm Management Plan"	means a written strategy for each Phase of the Residential Component of the Development to be submitted for the Council's approval which shall include: (i) details of the proposed programme for delivery of the Public Realm in that Phase that includes

proposed timings for carrying out the Public Realm Works for that Phase; and

(ii) details of the management of the Public Realm for that Phase that includes (but not limited to) access, cleaning, maintenance, lighting, safety, security, rules and regulation for the Public Realm;

and/or any replacement of or amendment to such plan as may be approved by the Council from time to time;

"Public Realm Provision Scheme" means details of the provision of Public Realm within the relevant Phase of the Residential Component including:

(a) location of each area of Public Realm;

(b) a plan showing where the relevant Public Realm will be provided; and

(c) a timetable setting out when each parcel of Public Realm within the Phase will be fully available for use by the public by reference to the Occupation of Residential Units and/or Commercial Units (as applicable) within the relevant Phase,

(which scheme for the avoidance of doubt may allow for the planting of any grass trees and shrubs comprised in the relevant Public Realm to which the scheme relates to be carried out in the first planting season following first Occupation of the relevant Residential Unit(s) and/or Commercial Unit(s) (as applicable))

"Public Realm Works" means works to the Public Realm in each Phase of the Residential Component the detail of which is to

be approved pursuant to the Public Realm Provision Scheme;

Part 2 – Owner's Obligations

The Owner's Obligations are as follows:

2 **Public Realm**

2.1 not to Commence any Phase until the Public Realm Provision Scheme for that Phase has been submitted to and approved by the Council;

2.2 Prior to Occupation of each Phase of the Residential Component, to submit to the Council the proposed Public Realm Management Plan for that Phase for approval and not to Occupy or permit Occupation of that Phase until the Public Realm Management Plan for that Phase has been approved by the Council.

2.3 Following the Council's approval of the Public Realm Provision Scheme for any Phase, to carry out the relevant Public Realm Works in that Phase and to subsequently manage the Public Realm in that Phase in accordance with the Approved Public Realm Management Plan for that Phase (subject to any reasonable amendments that may be agreed between the Owner and the Council).

2.4 not to Occupy any Residential Unit or Commercial Unit within a Phase until the Public Realm which is required to be provided prior to such Occupation (pursuant to the requirements specified in the approved Public Realm Provision Scheme for the relevant Phase) has been completed in accordance with the Public Realm Provision Scheme for that Phase (except for planting works, which may be undertaken in the next planting season following the relevant first Occupation) and (subject to paragraph 2.6 – 2.7) is made available for step-free public access on foot, wheelchair and bicycle free-of-charge 24 hours a day.

2.5 Unless otherwise agreed with the Council in writing, and subject to paragraph 2.6 this Schedule, the Owner shall ensure that, once opened, the Public Realm in each Phase remains available for public access and use for the lifetime of the Development in accordance with the Approved Public Realm Management Plan.

2.6 The Parties agree and acknowledge that the Public Realm may be temporarily closed to the public or to individual members of the public (as appropriate) if and to the extent that:

2.6.1 closure is necessary in order to carry out the Development;

2.6.2 occasional temporary closure is necessary to assert rights or proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;

2.6.3 works of maintenance, repair, cleaning, renewal or resurfacing of the Public Realm are necessary;

2.6.4 in the view of the Owner, acting by its employees or agents (acting reasonably), there is a risk to public health and safety;

2.6.5 closure is necessary because of the lawful requirements of the police or any other competent authority; or

2.6.6 the Council and the Owner agree that the temporary closure is appropriate for some other proper reason,

PROVIDED ALWAYS THAT the Public Realm (or the relevant part thereof, as applicable) shall be re-opened as soon as reasonably practicable thereafter.

2.7 Subject to paragraph 2.4 of this Schedule, the Owner shall be permitted to make reasonable rules and regulations with regard to the conduct of persons using the Public Realm to the extent provided for in the Approved Public Realm Management Plan subject to the Council's approval in writing.

2.8 The Parties agree that the Playspace may be closed to the public outside of daylight hours.

3 **Glebelands Open Space Contribution**

3.1 The Owner shall pay the Glebelands Open Space Contribution to the Council prior to Occupation of the first Residential Unit (and the Owner shall not Occupy or permit Occupation of any Residential Unit unless and until such payment has been made to the Council).

SCHEDULE 9 - HIGHWAY WORKS

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"HA 1980"	means the Highways Act 1980;
"Highways Agreement"	means an agreement made under section 38 and/or section 278 of the HA 1980 which shall include the following terms or such other terms agreed between the Owner and the Council: a) the Owner shall submit a detailed design, methodology and programme for the delivery of the Highways Works for approval by the Council; b) the Owner shall design, construct and complete the Highway Works in accordance with the details approved by the Council and in accordance with the terms of the Highways Agreement; c) provision for the dedication/adoption of the Highway Works as publicly maintainable highway by the Council; and d) provision of a bond or surety to secure the completion of the Highway Works to the satisfaction of the Council;

"Highway Works"	means the following works as more specifically shown hatched blue on Plan 7: <u>A1000 High Road junction:</u> • Amendment to existing site access, narrowing the carriageway width and resurfacing to tie in with A1000 carriageway <u>A1000 High Road / Emergency access at East West Garden Street:</u> • Provision of dropped kerb access to serve for emergency vehicles, together with pedestrian and cycle access
"Necessary Highway Consents"	means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for carrying out of the Highway Works;
"Practically Complete the Highway Works"	means for the purposes of this Schedule completion of the Highway Works that enables the Highway Works to be used for the purpose for which they were designed.

Part 2 – Owner's Obligations

The Owner's obligations are as follows:

2 Prior to the Occupation of the Residential Component the Owner shall:

2.1 enter into a Highways Agreement with the Council to secure the design, construction and completion by the Owner of the Highway Works and their subsequent adoption as publicly maintainable highway; and

2.2 obtain all Necessary Highway Consents.

3 Subject always to paragraph 4, prior to the Occupation of the Residential Component or such other date agreed with the Council, the Owner shall (unless otherwise agreed with the Council) carry out and Practically Complete the Highway Works at its own expense in accordance with the terms of the Planning Permission, the Highways Agreement and the Necessary Highway Consents.

4 If the Council (in its capacity as local highway authority) elects to carry out any Highway Works itself then the restriction in paragraph 3 of this Schedule shall not apply to those Highway Works.

5 The Owner shall undertake a condition survey of the public highway used by all construction traffic in the vicinity of the Development prior to Commencement of Development and prior to Practical Completion of the Development, and shall provide the results of those surveys to the Council.

6 The Owner shall give to the Council at least four (4) weeks advance notice in writing of its intention to carry out the Highway Works (unless otherwise agreed with the Council).

SCHEDULE 10 – BE SEEN ENERGY MONITORING, CARBON OFFSET CONTRIBUTION AND DISTRICT HEATING NETWORK

Part 1 - Interpretation

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed the provisions of this Schedule apply solely to the Residential Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Residential Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Actual Carbon Offset Contribution"	means the amount (A) that is to be paid to the Council and to be spent on carbon reduction measures within the London Borough of Barnet, calculated by the following formula: A = B x £95 per tonne per year x 30 years Where (B) is the cumulative annual tonnes of Co2 short of the mayoral zero carbon target as identified in the Post-Construction Assessment;
"Defects Liability Period"	means such period of time following Practical Completion of a Building in which a contractor may remedy defects as may be included in the building contract for the relevant Building;
"District Heating Network"	means a central heat source together with a network of pipes carrying hot water or steam which supply heat to a number of buildings and "**DHN**" shall be construed accordingly;

"DHN Statement"	means a statement to be submitted pursuant to paragraph 3 of this Schedule which sets out the energy and heat strategy for the Development and examines specifically the potential for connection between the Development and any District Heating Network;
"Energy Monitoring Guidance"	means the GLA's 'Be Seen' energy monitoring guidance dated September 2021;
"Energy Monitoring Portal"	means the 'Be seen' webpage of the GLA's website and the email address 'ZeroCarbonPlanning@london.gov.uk' or any other such method of submission that may replace this;
"Energy Statement"	means the Energy Statement dated August 2025 prepared by Vector Design submitted with the Application;
"Estimated Carbon Offset Contribution"	means the sum of £1,432,980 (One Million, Four Hundred Thirty-Two Thousand, Nine Hundred Eighty Pounds) Index Linked being a contribution towards the Council's costs of delivering carbon emission reduction projects to mitigate the residual shortfall of carbon dioxide reductions arising from the Development;
"Post Construction Assessment"	means the assessment to be carried out by an independent body to demonstrate compliance with the Energy Statement within three (3) months of Practical Completion of the final Residential Unit and submitted to the Council for approval;
"Reportable Unit"	shall have the meaning set out in the Energy Monitoring Guidance.

Part 2 – Owner's Obligations

The Owner's Obligations are as follows:

1 **Carbon Offset Contribution**

1.1 The Owner shall pay the Estimated Carbon Offset Contribution to the Council in the following instalments:

1.1.1 £200,617 (Index Linked) of the Estimated Carbon Offset Contribution prior to Occupation of the Development (and the Owner shall not Occupy or permit Occupation of the Development unless and until such payment has been made to the Council);

1.1.2 £171,958 (Index Linked) of the Estimated Carbon Offset Contribution prior to Occupation of more than 221 Residential Units (and the Owner shall not Occupy or permit Occupation of more than 221 Residential Units unless and until such payment has been made to the Council);

1.1.3 £200,617 (Index Linked) of the Estimated Carbon Offset Contribution prior to Occupation of more than 411 Residential Units (and the Owner shall not Occupy or permit Occupation of more than 411 Residential Units unless and until such payment has been made to the Council);

1.1.4 £329,585 (Index Linked) of the Estimated Carbon Offset Contribution prior to Occupation of more than 643 Residential Units (and the Owner shall not Occupy or permit Occupation of more than 643 Residential Units unless and until such payment has been made to the Council); and

1.1.5 £530,203 (Index Linked) of the Estimated Carbon Offset Contribution prior to Occupation of more than 1,018 Residential Units (and the Owner shall not Occupy or permit Occupation of more than 1,018 Residential Units unless and until such payment has been made to the Council).

1.2 The Owner shall within three (3) months (or such other period agreed in writing by the Council) of Practical Completion of the final Phase of the Development to be Completed submit the Post Construction Assessment to the Council together with:

1.2.1 the Owner's calculation of the Actual Carbon Offset Contribution; and

1.2.2 the Owner's calculation of the difference between the Estimated Carbon Offset Contribution and Actual Carbon Offset Contribution

1.3 Prior to Occupation of the any Residential Unit in the final Phase of the Development to be Completed, the Owner shall agree the calculation of the Actual Carbon Offset Contribution in writing with the Council or in default agreement as determined by the Expert in accordance with clause 21 of this Deed and within one (1) month of such agreement between the Parties or determined by the Expert:

1.3.1 in the event the Actual Carbon Offset Contribution is greater than the Estimated Carbon Offset Contribution the Owner shall pay to the Council the difference between the two amounts and the Owner shall not Occupy or permit Occupation of more than 50% of the Residential Units comprised in the final Phase until the said difference has been paid in full to the Council; or

1.3.2 in the event the Actual Carbon Offset Contribution is less than the Estimated Carbon Offset Contribution then the balance shall be repaid to the Owner by the Council.

2 **Be Seen Energy Monitoring**

2.1 Prior to Commencement of each Phase or Building within a Phase, the Owner shall submit to the GLA via the Energy Monitoring Portal accurate and verified estimates of the 'Be seen' energy performance indicators, as outlined in the 'Planning stage' section/chapter of the GLA 'Be seen' Energy Monitoring Guidance document for the Development.

2.2 Prior to Occupation of each Phase or Building within a Phase, the Owner shall provide to the GLA via the Energy Monitoring Portal updated accurate and verified 'as-built' design estimates of the 'Be seen' energy performance indicators for each Reportable Unit of that Phase (or relevant Building within that Phase), as per the methodology outlined in the 'As-built stage' chapter / section of the GLA 'Be seen 'Energy Monitoring Guidance.

2.3 Prior to Occupation of each Phase (or relevant Building within a Phase) the Owner shall confirm that suitable monitoring devices have been installed and maintained for the monitoring of the in-use energy performance indicators, as outlined in the 'In-use stage' of the GLA 'Be seen' Energy Monitoring Guidance.

2.4 Upon completion of the first year of Occupation of each Phase (or relevant Building within a Phase) or following the end of the Defects Liability Period for that Phase (whichever is the later) and for the following four years after that date, the Owner shall provide to the GLA via the Energy Monitoring Portal accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of that Phase (or relevant Building within that Phase) as per the methodology outlined in the 'In-use stage' chapter of the GLA 'Be seen' Energy Monitoring Guidance document. This obligation will be satisfied for the Development (or relevant part) after the Owner has reported on all relevant indicators included in the 'In-use stage' chapter of the GLA 'Be seen' Energy Monitoring Guidance for a period of five years.

2.5 In the event that the 'In-use stage' evidence submitted pursuant to paragraph 2.4 shows that the 'As-built stage' performance estimates derived from paragraph 2.2 of this Schedule have not been or are not being met, the Owner shall investigate and identify the causes of underperformance and the potential mitigation measures and set these out in the relevant comment box of the 'Be seen' spreadsheet through the Energy Monitoring Portal. An action plan comprising the potential mitigation measures shall be submitted to and approved in writing by the GLA, identifying measures which would be reasonably practicable to implement and a proposed timescale for implementation. The action plan and measures approved by the GLA shall be implemented by the Owner as soon as reasonably practicable following the GLA's approval.

3 **District Heating Network**

3.1 The Owner covenants with the Council that:

3.1.1 the Development will be designed to connect to but not prejudice the future connection to the DHN connection opportunities, provided by a heat supply scheme;

3.1.2 a connection point for the Development shall be provided to the DHN;

3.1.3 prior to Commencement of Development the Owner shall submit a DHN Statement to the Council for approval in writing and the Owner shall not Commence Development until the Council has approved the DHN Statement in writing;

3.1.4 the Owner shall work with the Council and other relevant stakeholders (including but not limited to the GLA, Energy Sub Group, Utilities & Wharves Working Group) to obtain necessary data to feed into the DHN Statement;

3.1.5 the DHN Statement shall:-

(a) provide for the details of how the Development will become capable of connecting to the DHN or future DHN;

(b) provide details of how the Development's energy demands will be met prior to any connection to a DHN;

(c) to the extent relevant be in accordance with the Greater London Authority's "London District Heating Manual" (can be found at: https://www.london.gov.uk/sites/default/files/london_heat_map_manual_2014.pdf) (or any document updating or replacing the same as agreed with the Council) and for the avoidance of doubt shall include but not be limited to the following:-

(a) the provision made within the plant room of the Land for the connection of the DHN to the building hot water distribution system to supply the building space heating and domestic hot water requirements;

(b) the district heating pipework installation to be implemented by the developer from the Land boundary to the plant room;

(c) the provision for any future external buried pipe work routes to be safeguarded from the plant rooms where connection to the DHN would be made;

(d) details of the provision made within the plant room to permit the connection of any future DHN including: a space reservation for interfacing heat exchangers; and provision within the building hot water distribution system headers by means of isolation values to connect the future heat exchanger secondary side;

(e) provision in the fabric of the buildings in the Development to facilitate the installation of DHN pipe work; and

(f) the secondary side to be designed to avoid overheating and unnecessary operating costs in accordance with the London Plan SPG on Sustainable Design and Construction and CIBSE Heat Network Code of Practice,

(d) provide for when the Development is likely to connect to the DHN provided always that it is no later than 5 years from when the DHN is operational or as otherwise agreed with the Council;

3.2 PROVIDED ALWAYS that in the event the Owner reasonably considers that it is not possible for the Development to connect to a DHN it shall set out in the DHN Statement how it intends to implement future proofing measures and its reasons with supporting independent justification including details of the costs of connection and supply of heat from the DHN with a financial comparison of supplying heat from an onsite solution i.e. not the DHN such onsite solution financial cost based on a whole life cost basis of the onsite equipment and contract term including accounting for but not limited to the costs of replacement of onsite components together with the details as to how the Development's energy demands will be met if it is not connected to a DHN for the Council's approval and upon approval by the Council the obligations in this paragraph 3 shall cease;

3.3 In the event that the Development is capable of connection to a DHN not less than one month prior to the connection to the DHN of the Development, the Owner shall inform the Council in writing of the connection date in respect of the Development and for the avoidance of doubt the Council shall not be responsible for any costs or fees associated with the negotiation and/or connection with the DHN;

3.4 For the avoidance of doubt the provisions of this paragraph 3 of Schedule 10 shall cease to apply in the event that a DHN is not available in the vicinity of the Development within five years of Practical Completion.

SCHEDULE 11 – LEISURE CENTRE AND SPORTS PAVILION

1 **Interpretation**

1.1 SUBJECT ALWAYS to Clause 8 of this Deed, the provisions of this Schedule 11 apply solely to the Leisure Centre Component of the Development and shall bind only those persons who hold, or subsequently acquire, a legal or equitable interest in the Leisure Centre Component of the Development.

1.2 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Community Use Plan"	means a plan to be submitted by the Owner to the Council for its approval in writing setting out the community access arrangements for the New Leisure Centre and Sports Pavilion and which shall include but not be limited to confirmation of the opening hours during which all of the facilities comprised within the New Leisure Centre and Sports Pavilion shall be made available to paying members of the public between; as may be amended from time to time by agreement in writing between the Council and the Owner;
"Framework Travel Plan"	means the framework travel plan prepared by Iceni Projects Limited dated November 2025 and submitted to the Council as part of the Application;
"Great North Avenue Works"	means the resurfacing works, provision of raised table between adopted highway and Leisure Way internal junction, removal of internal mini roundabout to provide a new priority junction with Leisure Way. This also includes amendment to existing site access, narrowing the carriageway width and providing tactile paving crossing at bellmouth together with amendment to existing pedestrian refuge island to widen to 2m. These

works are more specifically shown hatched orange on indicative Plan 7. For the avoidance of doubt these works will take place on private land that is not public highway.

"Leisure Centre Public Realm" means the areas shown shaded red and labelled 'Leisure Centre Public Realm Area' on Plan 5 which shall be accessible by the public as part of the Leisure Centre Component of the Development;

"Leisure Centre Public Realm Management Plan" means a written strategy for the Leisure Centre Component of the Development to be submitted for the Council's approval which shall include:

(i) details of the proposed programme for delivery of the Leisure Centre Public Realm that includes proposed timings for carrying out the Leisure Centre Public Realm Works; and

(ii) details of the management of the Leisure Centre Public Realm that includes (but not limited to) access, cleaning, maintenance, lighting, safety, security, rules and regulation for the Leisure Centre Public Realm;

and/or any replacement of or amendment to such plan as may be approved by the Council from time to time;

"Leisure Centre Public Realm Works" means works to the Leisure Centre Public Realm the detail of which is to be approved pursuant to the Leisure Centre Public Realm Management Plan;

"New Leisure Centre Car Parking Management Plan" means a document to be submitted to the Council for approval, based on the draft document entitled 'Car Parking Management Plan' prepared by Iceni and dated November 2025 and submitted as part of

the Application, which sets out in detail the arrangements for the management, allocation, operation and enforcement of the car parking spaces within the Leisure Centre Component of the Development and which shall include measures to:

i. discourage overspill parking onto local streets;
ii. ensure that visitors to the Leisure Centre do not use car parking spaces allocated to the Residential Component and vice versa;
iii. provide parking for visitors to the Glebelands Indoor Bowls Club PROVIDED THAT this will not require specific parking spaces to be reserved for visitors to the Glebelands Indoor Bowls Club; and
iv. ensure the effective management, maintenance and operation of Electric Vehicle charging points.

"New Leisure Centre Travel Plan" means a plan in writing based on the Framework Travel Plan which sets out measures to be adopted by the Owner to secure the use of sustainable forms of transport by visitors, residents and occupiers of the New Leisure Centre in order to minimise reliance on the use of private cars and which plan shall as a minimum:

(a) meet the requirements of Transport for London Travel Planning Guidance November 2013 (or such replacement or successor guidance);

(b) be iTRACE and TRICS compliant;

(c) relate to all travel movements of residents, occupiers and visitors to the Residential Units;

(d) provide a schedule of monitoring to include surveys and monitoring reports to be submitted to the Council; and

provide a timetable for implementation of the measures and targets contained in the plan;

"New Leisure Centre Travel Plan Coordinator" means the person responsible for implementing, monitoring progress, reviewing and reporting on the New Leisure Centre Travel Plan to ensure that the New Leisure Centre Travel Plan achieves the New Leisure Centre Travel Plan Objectives and whose functions and responsibilities are more particularly set out in the New Leisure Centre Travel Plan;

"New Leisure Centre Travel Plan Monitoring Contribution" means the sum of £10,000 (Ten Thousand Pounds) Index Linked being a contribution towards the Council's costs of monitoring the New Leisure Centre Travel Plan;

"New Leisure Centre Travel Plan Monitoring Report" means a written report setting out the results of a review of the operation and effectiveness of the New Leisure Centre Travel Plan during the previous 24- month period and setting out any remedial measures to be implemented to achieve the Travel Plan Objectives;

"New Leisure Centre Travel Plan Objectives" means the following aims, goals and objectives for the provision of the New Leisure Centre Travel Plan insofar as they relate to the New Leisure Centre:

(a) reduce parking on the road network adjoining the Land and the areas surrounding it;

(b) reduce car dependency;

(c) optimise car occupancy;

(d) manage travel demand as efficiently as possible;

(e) promote opportunities for access by non-car modes;

(f) promote active travel as part of a healthy lifestyle;

(g) raise awareness of the impact of travel on the environment and the benefits of more sustainable forms of travel;

(h) provide appropriate on-site facilities to encourage walking and use of bicycles;

(i) ensure that the allocation of parking spaces (if applicable) is efficiently managed;

(j) provide information showing all public transport, pedestrian and cycle links to and within the Development such information to include timetables, route maps and other information relating to local bus services and links to local underground and rail services; and

(k) provide initiatives for promoting walking, cycling and public transport including identifying routes within the Development and in the surrounding area to encourage local journeys to be made on foot, cycle, bus or train;

"Practical Completion" means for the purpose of this Schedule completion of the relevant highway works that enables the

works to be used for the purpose for which they were designed, save for any minor defects and "**Practically Complete**" shall be construed accordingly;

"Sports Pavilion" means the sports changing pavilion (Use Class F2(c)) to be provided on the Glebelands Open Space as part of the Development, the location of which is shown hatched pink on Plan 10;

"Summers Lane Highways Agreement" means an agreement made under section 38 and/or section 278 of the HA 1980 which shall include the following terms or such other terms agreed between the Owner and the Council:

a) the Owner shall submit a detailed design, methodology and programme for the delivery of the Summers Lane Highways Works for approval by the Council;

b) the Owner shall design, construct and complete the Summers Lane Highway Works in accordance with the details approved by the Council and in accordance with the terms of the Highways Agreement;

c) provision for the dedication/adoption of the Summers Lane Highway Works as publicly maintainable highway by the Council; and

d) provision of a bond or surety to secure the completion of the Summers Lane Highway Works to the satisfaction of the Council;

"Summers Lane Highway Works" means the following works to take place at Summers Lane as indicatively shown in the area hatched blue on Plan 6:

- Amendment to existing site access with improved radii and provision of tactile paving.
- Formalisation of a 5.5m access road and 3.5m shared footway / cycleway.

"Summers Lane Necessary Highway Consents"	means any by-law approvals, and other consents, licences, permissions and orders required from any competent authority, statutory undertaker or person for carrying out of the Summers Lane Highway Works;
"TRICS"	means the "Trip Rate Information Computer System" which records trip generation from developments.

Part 2 – Owner's Obligations

The Owner's Obligations are as follows:

1 **New Leisure Centre**

1.1 Prior to Occupation of the New Leisure Centre and Sports Pavilion to ensure that the operator of the New Leisure Centre and Sports Pavilion submits in writing for the Council's approval the Community Use Plan and not to Occupy or permit Occupation of the New Leisure Centre and Sports Pavilion until the Community Use Plan has been approved by the Council.

1.2 Following approval of the Community Use Plan to ensure that the operator of the New Leisure Centre and Sports Pavilion operates the New Leisure Centre and Sports Pavilion in accordance with the approved Community Use Plan.

2 **New Leisure Centre Travel Plan**

2.1 The Owner shall pay the New Leisure Centre Travel Plan Monitoring Contribution to the Council prior to First Occupation of the New Leisure Centre:

2.2 The Owner shall submit the New Leisure Centre Travel Plan to the Council prior to Occupation of the New Leisure Centre and shall not Occupy or permit

Occupation of the New Leisure Centre until the New Leisure Centre Travel Plan has been approved by the Council.

2.3 Subject to paragraph 2.4, the Owner shall carry out TRICS compliant surveys of the New Leisure Centre following first and third anniversaries of First Occupation of the New Leisure Centre

2.4 Subject to paragraph 2.4, the Owner shall:

2.4.1 submit a revised New Leisure Centre Travel Plan to the Council for its approval incorporating the results of the surveys carried out under paragraph 2.3 of this Schedule within three (3) months of conducting the respective surveys;

2.4.2 monitor the New Leisure Centre Travel Plan and submit a New Leisure Centre Travel Plan Monitoring Report to the Council for its approval within 1 month of the surveys carried out pursuant to 2.3; and

2.4.3 co-operate with the Council in verifying the accuracy of any data used to assess the extent to which the New Leisure Centre Travel Plan Objectives have been achieved;

2.5 The Owner agrees to implement the New Leisure Centre Travel Plan for a period of 5 years from First Occupation of the New Leisure Centre (the "**Implementation Period**") PROVIDED THAT if the Implementation Period has lapsed prior to carrying out the commitments in the remainder of this paragraph 2 then the Owner shall be under no obligation to fulfil such obligation.

2.6 The Owner covenants with the Council and the GLA that it shall:

2.6.1 appoint a New Leisure Centre Travel Plan Coordinator no later than one month prior to the date of First Occupation of the New Leisure Centre

2.6.2 submit the name and contact details of the appointed New Leisure Centre Travel Plan Coordinator to the Council within ten (10) Working Days of the date of their appointment;

2.6.3 not Occupy cause or permit First Occupation of the New Leisure Centre unless and until a New Leisure Centre Travel Plan Coordinator has been appointed and their name and contact details have been submitted to the Council; and

2.6.4 notify the Council of any changes to the role or details of the appointed New Leisure Centre Travel Plan Coordinator within ten (10) 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 the New Leisure Centre Travel Plan Coordinator shall remain in place until at least five (5) years after First Occupation of the New Leisure Centre.

2.8 The New Leisure Centre Travel Plan shall also include measures to monitor the number of person trips to and from the Residential Component:

(a) in single occupancy vehicles;

(b) by travel mode;

(c) by time of day; and

(d) by duration of stay

2.9 The New Leisure Centre Travel Plan shall outline the timetable and programme for the implementation of the measures and targets for monitoring how the of the New Leisure Centre Travel Plan is achieving its stated objectives.

3 **New Leisure Centre Car Parking Management Plan**

3.1 The Owner shall not Occupy the Leisure Centre Component of the Development until a New Leisure Centre Car Parking Management Plan has been submitted to and approved in writing by the Council.

3.2 Following approval of the New Leisure Centre Car Parking Management Plan (the "**Approved New Leisure Centre Car Parking Management Plan**") the Owner shall implement the Approved New Leisure Centre Car Parking Management Plan and shall maintain the Leisure Centre Component of the Development in accordance with the Approved New Leisure Centre Car Parking Management Plan (or any amendments thereto as agreed in writing with the Council).

4 **New Leisure Centre Public Realm**

4.1 Prior to Commencement of the Leisure Centre Component the Owner shall submit to the Council the proposed Leisure Centre Public Realm Management Plan for approval.

4.2 Following the Council's approval of the Leisure Centre Public Realm Management Plan (the "**Approved Leisure Centre Public Realm Management Plan**"), the Owner shall carry out the relevant Leisure Centre Public Realm Works and shall not Occupy the Leisure Centre Component until the Leisure Centre Public Realm Works have been completed and opened to the public in accordance with the Approved Leisure Centre Public Realm Management Plan (except for planting works, which may be undertaken in the next planting season following the relevant first Occupation) and to subsequently manage the Leisure Centre Public Realm in accordance with the Approved Leisure Centre Public Realm Management Plan for that Phase (subject to any reasonable amendments that may be agreed between the Owner and the Council).

4.3 Unless otherwise agreed with the Council in writing, and subject to paragraph 4.4 this Schedule, the Owner shall ensure that, once opened, the Leisure Centre Public Realm remains available for public access and use for the lifetime of the Leisure Centre Component of the Development in accordance with the Approved Leisure Centre Public Realm Management Plan.

4.4 The Parties agree and acknowledge that the Leisure Centre Public Realm may be temporarily closed to the public or to individual members of the public (as appropriate) if and to the extent that:

4.4.1 closure is necessary in order to carry out the Development;

4.4.2 occasional temporary closure is necessary to assert rights or proprietorship to prevent public or private rights from coming into being by means of prescription or other process of law;

4.4.3 works of maintenance, repair, cleaning, renewal or resurfacing of the Leisure Centre Public Realm are necessary;

4.4.4 in the view of the Owner, acting by its employees or agents (acting reasonably), there is a risk to public health and safety;

4.4.5 closure is necessary because of the lawful requirements of the police or any other competent authority; or

4.4.6 the Council and the Owner agree that the temporary closure is appropriate for some other proper reason;

PROVIDED ALWAYS THAT the Leisure Centre Public Realm (or the relevant part thereof, as applicable) shall be re-opened as soon as reasonably practicable thereafter.

4.5 Subject to paragraph 4.3 of this Schedule, the Owner shall be permitted to make reasonable rules and regulations with regard to the conduct of persons using the Public Realm to the extent provided for in the Approved Leisure Centre Public Realm Management Plan subject to the Council's approval in writing.

5 **Highway Works**

5.1 Prior to the Occupation of the Leisure Centre Component the Owner shall:

5.1.1 enter into a Summers Lane Highways Agreement with the Council to secure the design, construction and completion by the Owner of the Summers Lane Highway Works and their subsequent adoption as publicly maintainable highway; and

5.1.2 obtain all Summers Lane Necessary Highway Consents.

5.2 Subject always to paragraph 5.3, prior to the Occupation of the Leisure Centre Component or such other date agreed with the Council, the Owner shall (unless otherwise agreed with the Council) carry out and Practically Complete:

5.2.1 the Summers Lane Highway Works at its own expense in accordance with the terms of the Planning Permission, the Summers Lane Highways Agreement and the Summers Lane Necessary Highway Consents; and

5.2.2 the Great North Avenue Works at its own expense in accordance with the terms of this Deed and the Planning Permission

5.3 If the Council (in its capacity as local highway authority) elects to carry out the Summers Lane Highway Works itself then the obligation in paragraph 5.2.1 of this Schedule shall cease to apply.

5.4 The Owner shall give to the Council at least four (4) weeks advance notice in writing of its intention to carry out the Summers Lane Highway Works and Great North Avenue Works (unless otherwise agreed with the Council).

Unless otherwise agreed with the Council in writing, the Owner shall ensure that the Great North Avenue Works and (unless paragraph 5.3 applies) the Summers Lane Highway

Works are Practically Completed prior to the first Occupation of the New Leisure Centre and the Owner shall not Occupy the New Leisure Centre until the Great North Avenue Works and (unless paragraph 5.3 applies) Summers Lane Highway Works have been Practically Completed.

SCHEDULE 12 – HABITATS AND BIODIVERSITY NET GAIN

Part 1 - Interpretation

1 **Interpretation**

1.1 Unless the context otherwise requires, where in this Schedule, the following defined terms and expressions are used they shall have the following respective meanings and (where applicable) be supplemented by paragraph 1.1 of the other Schedules to this Deed

"Biodiversity Gain Plan"	means the plan to be submitted to and approved by the Council pursuant to condition 43 of the Planning Permission to satisfy the biodiversity net gain requirements of the Development pursuant to Schedule 7A of the 1990 Act;
"Biodiversity Gain Land Monitoring Contribution"	means the sum of £18,476.80 (eighteen thousand four hundred and seventy six pounds and eighty pence) Index Linked to be paid by the Owner to the Council and to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Biodiversity Gain Plan approved Habitat Management and Monitoring Plan;
"Ecology Mitigation Strategy Framework"	means the document titled 'Glebelands LNR/SINC - Enhancement and Mitigation Strategy' dated 4 September 2025 produced by Logika Group and submitted as part of the Application;
"Habitat Management and Monitoring Plan"	means the 'Habitat Management and Monitoring Plan' to be submitted by the Owner and approved by the Council pursuant to condition 11of the Planning Permission and references to "**Approved Habitat Management and Monitoring Plan**" shall be construed accordingly;
"Remedial Notice"	means notice served by the Council on the Owner detailing the ways in which the Owner has not complied with or has breached the Approved Habitat Management and Monitoring Plan

Part 2 – Owner's Obligations

The Owner's Obligations are as follows:

2 **Biodiversity monitoring**

The Owner covenants with the Council:

2.1 to pay the Biodiversity Gain Land Monitoring Contribution to the Council prior to the First Occupation of the Development; and

2.2 not to cause or permit the First Occupation of the Development unless and until it has paid the Biodiversity Gain Land Monitoring Contribution to the Council.

2.3 In the event that the Council deems that the Owner is not complying with, or has breached, the Approved Habitat Management and Monitoring Plan the Council may serve a Remedial Notice on the Owner.

2.4 To comply with the requirements of any Remedial Notice served by the Council and notify the Council within 20 Working Days of service of the Remedial Notice as to the start of the remediation works;

2.5 Where it has failed to comply the requirements of any Remedial Notice, to allow the Council, its agents, and contractors with or without workmen and equipment to enter the Site at all reasonable times to carry out works reasonably necessary to comply with the requirement of the Remedial Notice, following reasonable notice given in accordance with paragraph 2.3 of this Schedule; and

2.6 To pay the Council a sum equivalent to its reasonably and properly incurred costs in respect of carrying out the relevant works under paragraph 2.5 within 20 Working Days of a notice requesting payment (such notice to include a breakdown of such costs).

3 **Glebelands Local Nature Reserve Ecology mitigation**

3.1 Subject to the Council's compliance with paragraph 3.2 of this Schedule, the Owner shall implement and comply with the ecological mitigation and

enhancement measures including monitoring requirements set out in the Ecology Mitigation Strategy Framework.

3.2 The Council in its capacity as landowner of the Glebelands Open Space covenants to permit the Owner the necessary rights of access in order to carry out the measures set out in the Ecology Mitigation Strategy Framework and to carry out any further surveys as required by this Deed.

3.3 Six months prior to the anticipated date of first Occupation of the Residential Component and subject to the Council's compliance with paragraph 3.2 of this Schedule the Owner shall carry out further surveys of great crested newts (minimum of four surveys per pond with positive great crested newt eDNA results) within the Glebelands Open Space and shall submit the results of these updated great crested newt surveys alongside any proposed updates to the Ecology Mitigation Strategy Framework following the further surveys to the Council in writing for approval (the "**Updated Ecology Mitigation Strategy Framework**").

3.4 The Owner shall not Occupy the Residential Component until the Council has confirmed in writing that it either agrees the Owner's Updated Ecology Mitigation Strategy Framework or agrees that no updates to the Ecology Mitigation Strategy Framework are required as a result of the further surveys in paragraph 3.3.

3.5 In the event that the Council approves the Updated Ecology Mitigation Strategy Framework, references to the Ecology Mitigation Strategy Framework in paragraphs 3.2 and 3.3 of this Schedule shall be read to refer instead to the Updated Ecology Mitigation Strategy Framework.

SCHEDULE 13 – COUNCIL'S AND GLA'S COVENANTS

1 **Use and repayment of contributions**

1.1 The Council covenants to spend all the financial contributions paid by the Owner under this Deed only for the purposes specified in the relevant Schedules of this Deed for which each contribution was paid (or for such other purposes for the benefit of the Development as the Council and the Owner shall agree).

1.2 If any part of the financial contributions paid by the Owner to the Council under this Deed (save for the TfL Bus Contribution, Healthcare Contribution and Police Contribution) has not been spent or committed for expenditure by the Council at the expiry of ten (10) years from payment of the relevant contribution the Council shall repay any unexpended balance of the relevant contribution to the Owner (including any interest accrued on such unexpended balance) within two (2) months of receipt of a written notice of demand from the original paying party.

1.3 The Council shall pass the Healthcare Contribution on to the NHS promptly following receipt.

1.4 The Council shall pass the Police Contribution to the Metropolitan Police promptly following receipt.

1.5 The Council shall pass the TfL Bus Contribution on to TfL promptly following receipt of the sum and receipt from TfL of evidence demonstrating the need for, and proposed use of the funding and confirmation that it will be spent enhancing bus services serving the Development. The Council will work with TfL on the development of this.

1.6 From time to time if reasonably requested by the Owner in writing (but not more than once in each year) the Council shall provide to the Owner returns showing:-

1.6.1 the total amounts that it has received from the Owner under this Deed up to the reporting date; and

1.6.2 the amounts of expenditure it has incurred to which those payments relate and the purposes for which it has so incurred the expenditure.

2 **Grant of Planning Permission**

2.1 The GLA covenants with the Owner to issue the Planning Permission forthwith upon completion of this Deed.

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

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:



ALLISON FLIGHT

.....

Full Name (Authorised Signatory)

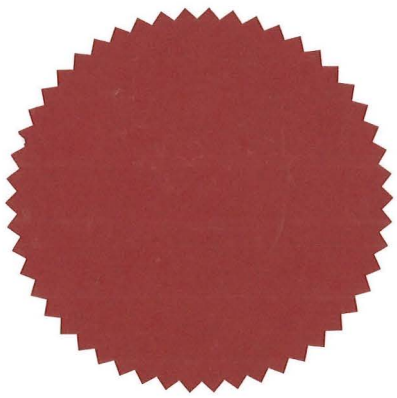
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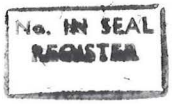
Signature of Authorised Signatory

Common Seal

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

Authorised Signatory





53/2645

EXECUTED as a deed by **REGAL GNLP LIMITED** acting by a director and a witness:)
)
)

Director .....

Witness signature: .....

Witness name: ..... GREG LYONS .....

Witness address: 4-5 COLERIDGE GARDENS .....
LONDON NW63QH .....

Witness occupation: DEVELOPMENT DIRECTOR .....

Executed as a Deed by **SOLUTUS ADVISORS LIMITED** acting by its attorney:

Signature of attorney:

A. Ashton

Name of attorney: Antony Ashton
AUTHORISED
SIGNATORY

in exercise of a power of attorney dated 2 March 2026 in the presence of:

Signature of witness:

Name of witness: SEHAR BATOOL

Address of witness: Canal Mill
Botany Bay
Chorley
PR6 9AF