

DATED this 8th day of MAY 2026

THE GREATER LONDON AUTHORITY

-and-

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

-and-

WHITBREAD GROUP PLC

PLANNING OBLIGATION

Made under section 106 of the Town and Country Planning Act 1990
and all other enabling powers relating to land known as Travellers
Rest, 134 Kenton Road, London HA3 8AT

Planning Application References:

GLA – 2025/0343/S2

Council – PL/0378/25

London Borough of Harrow
PO Box 1358
Harrow
HA3 3QN

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THIS DEED is made this 8th day of **MAY** 2026

BETWEEN

- (1) **THE GREATER LONDON AUTHORITY** (a statutory body established under the Greater London Authority Act 1999) of City Hall, Kamal Chunchie Way, London E16 1ZE (the "**GLA**");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARROW** of Harrow Council Hub, Forward Drive, Harrow, HA3 8FL (the "**Council**");
- (3) **WHITBREAD GROUP PLC** (company number 00029423) whose registered office is Whitbread Court, Houghton Hall Business Park, Porz Avenue Dunstable, Bedfordshire, LU5 5XE (the "**Owner**").

BACKGROUND:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations in this Deed.
- (B) The Owner is registered at the Land Registry with freehold title absolute under title number NGL811422 of the Land.
- (C) The Owner submitted the Application which was received by the Council and validated on 17 February 2025. The Application seeks planning permission to undertake the Development.
- (D) At a meeting of the Council's Planning Applications Committee on 25 September 2025, the Council resolved to refuse the Application.
- (E) On 1 December 2025, the Mayor of London gave a direction to the Council under powers conferred by section 2A of the 1990 Act that he would act as the local planning authority for the purposes of determining the Application.
- (F) At a representation hearing held on 20 March 2026 the decision maker at the GLA resolved to approve the Application and grant the Planning Permission subject to imposing planning conditions and prior completion of this Deed.
- (G) The GLA is a body established pursuant to the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London fulfilling its function under section 2E(2) of the 1990 Act.
- (H) In accordance with section 2E(5) of the 1990 Act, the Council will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed and except where expressly stated otherwise in this Deed the Council shall have primary responsibility for such monitoring and enforcement.
- (I) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating and facilitating the Development in the manner set out in this Deed.
- (J) The Council acknowledges and confirms that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E(4) of the 1990 Act.
- (K) The GLA considers it expedient and in the interests of proper planning and having regard to the development plan and all other material considerations that provision should be made for regulating and facilitating the Development as set out in this Deed.
- (L) The Owner has agreed that the Development shall be carried out only in accordance with the rights and obligations set out in this Deed.
- (M) The Parties agree that the obligations in this Deed are in the interests of the proper planning of the Council's administrative area.

- (N) The Parties are satisfied that the restrictions, obligations and provisions contained in this Deed meet the tests of planning obligations set out in regulation 122(2) of the Community Infrastructure Levy Regulations 2010 (as amended), being necessary to make the Development acceptable in planning terms, directly related to the Development and fairly and reasonably related in scale and kind to the Development.
- (O) The Parties have agreed to enter this Deed to secure the planning obligations set out in this Deed with the intention that the terms set out in this Deed may be enforceable against the Owner and its successors in title subject to clause 7.4 of this Deed.

THE PARTIES AGREE 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:

- | | |
|---|---|
| “1980 Act” | means the Highways Act 1980 (as amended) |
| “1990 Act” | means the Town and Country Planning Act 1990 (as amended) |
| “Additional Affordable Housing Scheme” | <p>means a scheme or schemes to be submitted to the GLA and Council in accordance with Schedule 2 detailing the Additional Affordable Housing Units to be provided and which:</p> <ul style="list-style-type: none"> (a) confirms which Build to Rent Housing Units are to be converted into Additional Affordable Housing Units; (b) contains 1:50 plans showing the location, size and internal layout of each Additional Affordable Housing Unit; (c) provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units |
| “Additional Affordable Housing Units” | means the Build to Rent Housing Units to be converted to Affordable Housing (if applicable) in accordance with an approved Additional Affordable Housing Scheme |
| “Affordable Housing” | <p>means housing (including Discounted Market Rent Housing and London Living Rent Housing) provided to Eligible Renters whose needs are not met by the market and which housing should</p> <ul style="list-style-type: none"> (a) meet the needs of 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 rent for future Eligible Renters, or, |

if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing

“Affordable Housing Cap”

means the maximum amount of Affordable Housing the Development can be required to provide by this Deed, comprising the Affordable Housing Units and any Additional Affordable Housing Units (in the case of the latter, if required to be provided by an Early Stage Review), and being no more than the equivalent of 50% (fifty per cent) of the total GIA of the Development (excluding the Drinking Establishment)

“Affordable Housing Statement”

means a statement to be submitted to the Council in accordance with paragraph 3 of Schedule 1 which provides evidence that;

- (a) the annual housing costs, including rent and Service Charges for the Discounted Market Rent Housing Units do not exceed:
 - (i) 80% (eighty per cent) of market rent for 1 (one) and 2 (two) bedroom units within the Council’s Kenton West Ward; or
 - (ii) 70% (seventy per cent) of market rent for 3 (three) bedroom units within the Council’s Kenton West Ward; and
 - (iii) 28% (twenty eight per cent) of the cap stated in the latest London Plan Annual Monitoring Report (such 28% (twenty eight per cent) on such costs being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income); and
- (b) the Development complies with the Affordable Housing Units Mix

“Affordable Housing Tenure Split”

means the following Affordable Housing tenures and proportions of each:

- (a) a minimum of 70% (seventy per cent) (by Habitable Room) of the Affordable Housing Units and any Additional Affordable Housing Units to be provided as Discounted Market Rent Housing Units
- (b) a minimum of 30% (thirty per cent) (by Habitable Room) of the Affordable Housing Units and any Additional Affordable Housing Units to be provided as London Living Rent Housing Units

“Affordable Housing Units”	means the 62 (sixty two) Residential Units to be provided as Affordable Housing (being the equivalent of 35% (thirty five per cent) of the total GIA of the Development (excluding the Drinking Establishment) and “Affordable Housing Unit” shall be construed accordingly
“Affordable Housing Units Mix”	means the following mix: <ul style="list-style-type: none"> (a) 21 x 1 bedroom Discounted Market Rent Housing Units; (b) 9 x 2 bedroom Discounted Market Rent Housing Units; (c) 11 x 3 bedroom Discounted Market Rent Housing Units; (d) 14 x 1 bedroom London Living Rent Housing Units; and (e) 7 x 2 bedroom London Living Rent Housing Units
“Affordable Housing Tenure Plan”	means the plans P1-111 Rev 4, P1-112 Rev 3, P1-114 Rev 3, P1-115 Rev 3, P1-110 Rev 4, P1-116 Rev 3 and P1-113 Rev 3 showing the location of the Affordable Housing Units appended to this Deed as APPENDIX 3
“Application”	means the full planning application for planning permission to carry out the Development validated by the Council on 17 February 2025 and allocated reference PL/0378/25 by the Council and allocated reference number 2025/0343 by the GLA
“Apprenticeship”	means work-based training positions for at least 30 (thirty) hours per week combining employment with learning and practical training which leads to nationally recognised qualifications listed on the Skills England website and which may include Foundation Apprenticeships
“As-Built Part L Calculations”	means the certified final “As-Built” Building Regulations Part L calculations to be submitted to the Council for the Development confirming the actual reduction in on-site regulated carbon dioxide emissions achieved by the Development as built and any offset carbon dioxide emissions reductions to be applied
“Average Discounted Market Rent Housing Value”	means the average value of Discounted Market Rent Housing floorspace per square metre at the Review

	Date based on the relevant information provided to establish the Estimated GDV (as applicable)
“Average London Living Rent Housing Value”	means the average value of London Living Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV (as applicable)
“Average Build to Rent Housing Value”	means the average value of the Build to Rent Housing floorspace per square metre at the Review Date based on the relevant information provided to establish the Estimated GDV (as applicable)
“Block”	means a block or building within the Development
“Blue Badge Contribution”	means the sum of £7,000 (seven thousand pounds) Index Linked to be paid to and applied by the Council toward the costs of forecast additional blue badge requirements for street parking
“Build Costs”	<p>means the build costs for construction of the Development supported by provision of evidence of these costs to the GLA’s and Council’s reasonable satisfaction including (but not limited to):</p> <ul style="list-style-type: none"> (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner’s quantity surveyor, costs consultant or agent <p>but excluding:</p> <ul style="list-style-type: none"> (i) professional, finance legal and marketing costs; (ii) all of the Owner’s internal costs including (but not limited to) project management costs, overheads and administrative expenses; and (iii) any costs arising from Fraudulent Transactions
“Build to Rent Housing Units”	means the 47 (forty seven) Residential Units which are to be let on the open market in accordance with the provisions of the Residential Management Plan and which are not Affordable Housing Units or Co-Living Units (but 1 (one) or more may be converted to Additional Affordable Housing Units pursuant to the Early Stage Review);
“Bus Service Contribution”	means the sum of £75,000 (seventy five thousand pounds) Index Linked to be paid to the Council for

	onward payment to TfL and to be applied towards TfL's costs of funding bus service mitigation in the vicinity of the Land
"Carbon Dioxide Emissions Reduction Target"	means a target of achieving a net zero carbon emission Development with a minimum on-site carbon dioxide emission reduction of at least 35% (thirty five per cent) beyond Building Regulations Part L 2021
"Carbon Offset Contribution"	means the sum of £89,843 (eighty nine thousand eight hundred and forty three pounds) Index Linked to be paid to the Council to mitigate the shortfall in the reduction of carbon dioxide emissions from the Development as identified in the Energy Strategy Report dated 28 January 2025 prepared by Applied Energy and which sum is to be applied towards securing reductions in off-site carbon dioxide emissions in the Council's administrative area
"Carbon Offset Contribution Formula"	means $(T - R) \times Y \times Z$ where: T = the target reduction in the amount of carbon dioxide emissions per annum (expressed in tonnes of CO2 per annum) R = the carbon dioxide emissions per annum (expressed in tonnes of CO2 per annum) Y = £95 being the cost of carbon per tonne; and Z = 30 years
"Carbon Offset Top-Up Contribution"	means an additional sum to be paid to the Council if paragraph 1.3 of Schedule 6 applies such sum to be calculated in accordance with the Carbon Offset Contribution Formula and applied towards mitigating any further shortfall in or failure to achieve the Carbon Dioxide Emissions Reduction Target identified by the As-Built Part L Calculations
"Car Club Contribution"	means the sum of £7,000 (seven thousand pounds) Index Linked to be paid to and applied by the Council toward programmes (including feasibility studies) to reduce car usage and ownership in the vicinity of the Land which may include provision for car pooling, car clubs and cycle sharing schemes
"Challenge"	means the Planning Permission being the subject of judicial review proceedings or an application for permission to judicially review the Planning Permission is lodged in the High Court and including any appeal to a higher court
"Charge"	a mortgage, charge or other security or loan documentation granting a security interest in the

Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee

"Chargee"

any mortgagee or chargee in respect of the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator

"Clawback Amount"

means a sum of money to be paid prior to a Clawback Disposal and to be calculated by the Council under paragraph 3.3 of Schedule 3 using the following formula:

$$A = B - C$$

where:

A = the sum of money

B = the value of the Build to Rent Housing Units to be valued on the assumption that such units are to be sold free of the restrictions in Schedule 3 and based on the consideration to be paid under that Clawback Disposal for each Build to Rent Housing Unit which is intended to be Disposed; and

C = the value of the Build to Rent Housing Units valued on the assumption that such units are subject to the restrictions in Schedule 3 and as adjusted by the percentage change in the average rental values for the Council's administrative area as identified (under "all categories") in the schedule of average rents by borough issued by the Valuation Office Agency (or any successor in function)

"Clawback Disposal"

means a Disposal of 1 (one) or more Build to Rent Housing Units during the Covenant Period other than:

- (a) a letting of a Build to Rent Housing Unit in accordance with the Residential Management Plan; or
- (b) a Disposal of the entirety of the Build to Rent Housing Units in a Block to a single purchaser provided that the Build to Rent Housing Units in that Block remain in rented

tenure in accordance with the Residential Management Plan for the relevant Block; or

- (c) a Disposal of the entirety of the Build to Rent Housing Units in the Development to a single purchaser provided that the Build to Rent Housing Units remain in rented tenure in accordance with the Residential Management Plan

“Co-Living Units”

means the 103 (one hundred and three) non-self-contained co-living units to be let and occupied as large scale purpose built shared living accommodation (sui generis use) to be constructed in accordance with the Planning Permission and the London Plan Guidance: Large-scale purpose-built shared living (February 2024) and occupied in accordance with the Tenure and Management Scheme approved under paragraph 2 of Schedule 4 and “Co-Living Unit” shall be construed accordingly

“Commencement of Development”

means commencement of the Development by the carrying out of a material operation as defined in section 56(4) of the 1990 Act but for the purpose of this Deed only excluding the following operations:

- a) ground investigations and/or site survey works;
- b) demolition works and site clearance;
- c) 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;
- d) construction of temporary boundary fencing or hoardings;
- e) temporary access construction works or diversion of highways;
- f) archaeological investigation;
- g) noise attenuation works; remediation works;
- h) evacuation works to adjust ground levels on site;
- i) temporary display of advertisements; and
- j) erection of temporary facilities for security, project offices and site welfare

and **"Commence"** and **"Commence Development"** shall be construed accordingly

"Committed for Expenditure" means that the Council has identified a financial contribution paid under this Deed for spending in its annual financial forward plan or otherwise allocated the contribution for spending in accordance with its legal duties under section 151 of the Local Government Act 1972 and **"Committed"** shall be construed accordingly

"Communal Amenity and Play Space" means those parts of the Development shown shaded and hatched on the Communal Amenity Plan and shaded purple on the Play Space Plan appended to this Deed

"Communal Amenity Plan" means the drawing numbered 3291.MA.902 showing indicatively the proposed communal amenity element of the Communal Amenity and Play Space annexed to this Deed at APPENDIX 5

"Component" means a part of the Development including (but not limited to) the following:

- (a) Build to Rent Housing Units;
- (b) Affordable Housing Units;
- (c) any Additional Affordable Housing Units;
- (d) Co-Living Units;
- (e) the Drinking Establishment;
- (f) any car parking spaces associated with the Development; and
- (g) any other floor space

and **"Components"** shall be construed accordingly

"Construction Phase" means the period starting from the date of Commencement of Development and up to the date the Development is Practically Completed and made ready for and capable of Occupation

"Contributions" means the Blue Badge Contribution, the Bus Service Contribution, the Carbon Offset Contribution, the Car Club Contribution, the CPZ Implementation Contribution, the CPZ Review Contribution, the Employment and Training Contribution, the Off-Site Play Space Contribution, the Street Tree Replacement and Maintenance Contribution, the

Sustainable Transport Contribution, and the Travel Plan Remedial Fee

- “Covenant Period”** means a period of not less than 15 (fifteen) years from the date of first Occupation of the first Build to Rent Housing Unit
- “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 (acting reasonably) may determine
- “CPZ”** means a controlled parking zone where the Council has introduced restrictions on parking in the highway during certain times of the day or week
- “CPZ Implementation Contribution”** means the sum of £35,000 (thirty five thousand pounds) Index Linked to be paid to and applied by the Council towards the implementation of any mitigation measure required following the CPZ Review including (but not limited to) the following:
- (a) scheme design, informal and statutory public consultation on amending the existing CPZ (or making a new CPZ) in the vicinity of the Development;
 - (b) a review of the outcome of the consultation exercise undertaken;
 - (c) implementation of any necessary parking controls; and
 - (d) monitoring of the amended or new CPZ
- “CPZ Review”** means a review of the CPZ in the vicinity of the Development to be carried out by the Council with a view to either amending the existing CPZ or creating a new CPZ in order to alleviate or prevent parking stress from the Development on public highways in the vicinity of the Land
- “CPZ Review Contribution”** means the sum of £10,000 (ten thousand pounds) Index Linked to be paid to and applied by the Council towards the cost of the CPZ Review
- “Date of Deemed Service”** in each instance where a Chargee has served a Default Notice under paragraph 7 of Schedule 1:
- (a) in the case of service by delivery by hand of the Default Notice to the Council and the GLA, the date on which the Default Notice is so delivered to both the Council and the GLA; or

- (b) in the case of service by using first class registered post to the Council and the GLA, 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 and the GLA (by Royal Mail proof of delivery or otherwise)

“Default Notice”	a notice in writing served on the Council and the GLA by the Chargee under paragraph 7 of Schedule 1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
“Defects Liability Period”	means the period of time following Practical Completion of the Development in which a contractor may remedy defects as may be included in the building contract
“Development”	means the demolition of buildings and structures to provide 4 to 7 storey buildings with basement, comprising residential dwellings (Class C3) and co-living accommodation (sui generis) with drinking establishment (sui generis) on the ground floor, and landscaping, public realm improvements, car and cycle parking, servicing arrangements, plant and associated works
“Development Viability Information”	means the information required by Formula 1a and Formula 2 as set out in the annex to Schedule 2 and including in each case supporting evidence to the GLA's and the Council's reasonable satisfaction
“DHN Route”	means a safeguarded pipe route within the Development to enable the Development to connect to any future District Heating Network
“Disabled Person's Badge”	means a badge issued under section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation
“Discounted Market Rent Housing”	means housing offered to Eligible Renters on the basis that annual housing costs, including rent and Service Charges: <ul style="list-style-type: none">(a) must not exceed:<ul style="list-style-type: none">(i) 80% (eighty per cent) of market rent for 1 (one) and 2 (two) bedroom units within the Council's Kenton West Ward; or

(ii) 70% (seventy per cent) of market rent for 3 (three) bedroom units within the Council's Kenton West Ward ; and

(b) must not exceed 28% (twenty eight per cent) of the cap on such costs for the relevant ward stated in the latest London Plan Annual Monitoring Report (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income)

"Discounted Market Rent Housing Units"

means the 41 (forty one) Affordable Housing Units shown as such on the Affordable Housing Tenure Plan comprising 113 (one hundred and thirteen) Habitable Rooms to be made available as Discounted Market Rent Housing together with any Additional Affordable Housing Units which are to be delivered as Discounted Market Rent Housing

"Disposal"

means:

(a) a Sale; or

(b) the grant of a lease of a term of less than 125 (one hundred and twenty five) years of a Component of the Development; or

(c) the grant of an assured shorthold tenancy agreement or a short term let (or similar letting arrangement) of a Component of the Development

but excluding Fraudulent Transactions and **"Disposed"** shall be construed accordingly

"District Heating Network"

means a future decentralised energy network providing low carbon energy, heating, electricity and hot water in the vicinity of the Development

"Draft Decision Notice"

means a draft of the Planning Permission annexed as APPENDIX 1 of this Deed

"Drinking Establishment"

means the floorspace within the Development that is authorised for use as a drinking establishment with enhanced food provision (Sui Generis) by the Planning Permission

"Early Stage Review"

means an assessment of the Development Viability Information at the Review Date to determine if Additional Affordable Housing Units can be provided

"Eligible Renter"

means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the Council's administrative area

and whose Household Income at the date of renting the relevant Discounted Market Rent Housing Unit:

- (a) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Deed being £75,000 (seventy five thousand pounds); and
- (b) who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report; and
- (c) who meets any locally defined eligibility criteria

and the expression "**Eligible Renters**" shall be construed accordingly

"Employment and Training Contribution"

means the sum of £150,000 (one hundred and fifty thousand pounds) Index Linked to be paid to and applied by the Council to support Local Residents in securing employment or developing skills in construction linked to the Development

"Employment and Training Plan"

means a plan in writing setting out measures to facilitate the provision of training and employment opportunities for Local Residents during the Construction Phase the nature and extent of which shall be agreed jointly by the Council and the Owner to include (but shall not be limited to):

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

agencies or such other recruitment agencies or job centres as the Council acting reasonably considers appropriate;

- (e) the timings and arrangements for implementation of such initiatives;
- (f) suitable mechanisms for monitoring the effectiveness of such initiatives; and

“Employment and Training Remedial Contribution”

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

- (a) £7,057 (seven thousand and fifty seven pounds) (Index Linked) being the cost for each Progression into Employment space not delivered;
- (b) £3,000 (three thousand pounds) (Index Linked) being the cost for each Work Experience not delivered; and
- (c) £9,000 (nine thousand pounds) (Index Linked) being the cost for each Apprenticeship not delivered

“Estimated Build Costs”

means the sum of:

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

“Estimated GDV”

means the aggregate sum of:

- (a) Market Value of all Components of the Development, and in each case assessed on the basis of detailed and appropriate comparable evidence (including rental values, yields, as applicable)

together with

- (b) all Public Subsidy and any Development-related income from other sources to be assessed by the Council and/or the GLA,

but excluding any Public Subsidy repaid by the Owner to the Council and/or the GLA (as applicable)

“Expert” means an independent and suitable person holding appropriate professional qualifications to be appointed under the dispute provisions in clause 19 of this Deed

“External Consultant” means an independent and suitable person holding appropriate professional qualifications jointly appointed by the Council and the GLA (as applicable) to assess the Development Viability Information and/or the information relating to the Clawback Amount submitted by the Owner

“Formula 1a” means the formula identified as “Formula 1a” within the annex to Schedule 2

“Formula 2” means the formula identified as “Formula 2” within the annex to Schedule 2

“Forward Commit” means a legally binding commitment to sell or transfer the ownership of or one or more Components after they are Practically Complete with the agreed price to be paid after Practical Completion and “Forward Committed” shall be construed accordingly

“Forward Fund” means a legally binding agreement with a third party funder to fund the construction of one or more Components and for the transfer of ownership of the Components to the third party funder and “Forward Funded” shall be construed accordingly;

“Fraudulent Transactions” means:

- (a) transactions the purpose or effect of which is to artificially reduce the Estimated GDV and/or artificially increase the Estimated Build Costs; or
- (b) a Disposal that is not an arm’s length third party bona fide transaction; or
- (c) transactions the purpose or effect of which is to artificially reduce the Clawback Amount

“GDV” means gross development value

“GIA” means the gross internal area of a building measured to the internal face of the perimeter walls at each floor level

“Habitable Room” means any room within a Residential Unit the primary use of which is for living, sleeping or dining and which expressly includes any room which is used as a

kitchen with a floor area of 13 (thirteen) square metres or more, a living room, a dining room and a bedroom but expressly excludes any room which is used as a kitchen with a floor area of less than 13 (thirteen) square metres, bathrooms, toilets, corridors and halls and **"Habitable Rooms"** shall be construed accordingly

"Harrow Participants" means persons who either live or attend a further education college or university in the Council's administrative area

"Highway Agreement" means 1 (one) or more agreements for the Highway Works made under section 278 (and/or, if applicable, section 38) of the 1980 Act

"Highway Works" means the works to be undertaken on the public highway as shown indicatively on the Highway Works Plan comprising (but not limited to) the following:

- (a) reinstatement of existing crossover on Carlton Avenue;
- (b) formation of two new crossovers on Carlton Avenue;
- (c) yellow lines and pavement upgrades on Carlton Avenue; and
- (d) Re-surfacing of the carriageway on Carlton Avenue

"Highway Works Plan" means the plan numbered 2023/7603/015 Rev P1 showing indicatively the location of the proposed Highway Works annexed to this Deed at APPENDIX 4

"Highway Works Specification" means a detailed design specification for execution of the Highway Works including (but not limited to) detailed scaled plans and technical drawings, estimated costs and phasing of delivery

"Household" means in relation to a person "A", A and all other persons who would, after renting an Affordable Housing Unit share that Affordable Housing Unit with A and one another as the only or main residence of both A and such other persons

"Household Income" means:

- (a) in relation to a single Eligible Renter, the gross annual income of that Eligible Renter's Household; and
- (b) in relation to joint Eligible Renters, the combined gross annual incomes of those Eligible Renters' Households

"Index" means, unless expressly stated otherwise in this Deed, the All Items Retail Prices Index published by

the Office for National Statistics (or any successor ministry, department or organisation) or if that index is at the relevant time no longer published, such other comparable index or basis for indexation as may be agreed with the Council in writing

“Index Linked” means in accordance with the terms set out in clause 17 of this Deed

“Intention Notice” means a notice in writing served on the Chargee by the Council or the GLA under paragraph 7 of Schedule 1 that the Council or the GLA is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units

“Interest” means interest at 4% (four per cent) above the base lending rate of the Bank of England

“iTRACE” means an online tool that supports the development and monitoring of travel plans, or should this no longer exist or be used by the Council, any successor tool

“Land” means the land within which the Development is to take place and against which the obligations, covenants or undertakings in this Deed may be enforced known as The Travellers Rest, 134 Kenton Road, Harrow HA3 8AT registered at HM Land Registry under title number NGL811422 which land is shown for the purposes of identification only edged red on the Land Plan

“Land Plan” means the plan numbered P0-100 Rev 2 annexed at APPENDIX 2 to this Deed

“Local Business” means subject to the following order of priority and preference:

- (a) any business, trade, service, profession, organisation or industry whose established place of business is in the Council's administrative area; or
- (b) any business, trade, service, profession, organisation or industry whose established place of business is in the administrative areas of the London Borough of Barnet, the London Borough of Brent, the London Borough of Ealing or the London Borough of Hillingdon

and **“Local Businesses”** shall be construed accordingly

“Local Procurement Strategy” means a written strategy to be agreed with the Council for the procurement of goods and services from Local

Businesses during the Construction Phase (as applicable) to include (but shall not be limited to) the following:

- (a) a schedule of the construction contracts and suppliers required during the Construction Phase;
- (b) opportunities for contracted and sub-contracted supplies and services;
- (c) the overall estimated procurement value/budget of packages;
- (d) opportunities for using Local Businesses to tender for goods and services and using Local Businesses for the provision of goods and services during the Construction Phase;
- (e) measures to procure not less than 20% (twenty per cent) of the total value of goods and services in a Construction Phase from Local Businesses;
- (f) suitable mechanisms for monitoring the effectiveness of the strategy including timings for the submission of periodic monitoring reports to the Council; and
- (g) a commitment to provide the Council with any relevant information it requests for monitoring the effectiveness of the strategy

“Local Resident”

means subject to the following order of priority and preference:

- (a) a person living or working in the Council’s administrative area; or
- (b) a person living or working in the administrative areas of the London Borough of Barnet, the London Borough of Brent, the London Borough of Ealing or the London Borough of Hillingdon

and **“Local Residents”** shall be construed accordingly

“London Living Rents”

means rents which:

- (a) do not exceed the latest maximum London Living Rents for the relevant ward published by the GLA annually;

(b) together with other annual housing costs including Service Charges, do not exceed 28% (twenty eight per cent) of the relevant annual gross income upper limit (such 28% (twenty eight per cent) being equivalent to 40% (forty per cent) of net income, with net income being assumed to be 70% (seventy per cent) of gross income) specified in the latest London Plan Annual Monitoring Report; and

(c) only increase (in percentage terms) within the term of the tenancy in question not more than the percentage increase in the CPI for the relevant period PROVIDED THAT after any increase the rent for the tenancy in question must still comply with paragraph (b) above and the initial rents for subsequent lettings will reset in accordance with paragraph (a) above

and **“London Living Rent”** shall be construed accordingly

“London Living Rent Housing” means a form of Affordable Housing for rent made available to Eligible Renters at London Living Rents

“London Living Rent Housing Units” means the 21 (twenty one) Affordable Housing Units as shown on the Affordable Housing Tenure Plan comprising 49 (forty nine) Habitable Rooms to be made available as London Living Rent Housing together with any Additional Affordable Housing Units which are to be made available as London Living Rent Housing

“London Plan” means the London Plan published in March 2021 as revised from time to time

“London Plan Annual Monitoring Report” means the monitoring report published annually by the Mayor of London which reviews the progress being made to implement the policies and address the objectives of the London Plan (or any replacement GLA guidance or policy applicable for the purposes of this Deed)

“Market Value” means the amount for which a relevant Component should be let or Disposed on the Review Date based on detailed comparable market evidence including evidence of rental values and rental yields achieved for any Component and assuming the following:

(a) a willing lessor/seller and a willing lessee/buyer in an arm’s length transaction;

(b) that prior to the date of valuation, there has been a reasonable period of not less than 6

(six) months for the proper marketing of the relevant Component (having regard to the nature of the Component and the state of the market);

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

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

“Marketing Plan”

means a written plan for the marketing and letting of the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units which shall include (but shall not be limited to) the following:

(a) arrangements for advertising and marketing of the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units through the GLA Homes for Londoners Portal (or any subsequent site) and other appropriate marketing channels and for the avoidance of doubt, marketing through the GLA's Homes for Londoner's Portal shall start at the same time as any other marketing channels;

(b) details of when marketing of the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units will commence; and

(c) arrangements for ensuring that the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units are marketed and Eligible Renters are prioritised in accordance with paragraph 4.2.2 of Schedule 1

“Marketing and Letting Scheme”

means a written scheme for the marketing and letting of the Build to Rent Housing Units

“Monitoring Contribution”

means the sum of £26,062 (twenty-six thousand and sixty two pounds) being 5% (five per cent) of the total cost of all Contributions to be paid to and applied by the Council towards the Council's costs of monitoring the covenants and obligations in this Deed

“Moratorium Period”

means, in each instance where a Chargee has served a Default Notice under paragraph 7 of Schedule 1 the period from (and including) the Date of Deemed Service on the Council and the GLA of the Default Notice to (and including) the date falling 3 (three)

months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council and the GLA)

"Motor Vehicle" means any mechanically propelled vehicle intended or adapted for use on a road and/or highway

"Occupation" means occupation of the Development (or a Block) 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 a lessee or tenant or occupier of any of the Residential Units or Co-Living Units (as the context may require) **"Occupiers"** shall be construed accordingly

"Off-Site Play Space Contribution" means the sum of £8,400 (eight thousand and four hundred pounds) Index Linked to be paid to and applied by the Council towards the provision of an off-site play space for children aged 12+ years at Kenton Park

"Operational Services" means the following services to be provided in respect of the Co-Living Units:

- (a) concierge services available to all Occupiers of the Co-Living Units 365 (three hundred and sixty five) days a year;
- (b) shared facilities;
- (c) security measures;
- (d) electronic locking systems for individual Co-Living Units;
- (e) CCTV at the Development;
- (f) collation of emergency contacts for the Occupiers of Co-Living Units;
- (g) waste management;
- (h) access to the Development by Royal Mail and other deliveries services;
- (i) maintenance services;
- (j) welcome packs;
- (k) regular health and safety risk assessments;
- (l) regular testing of fire systems;
- (m) cupboards containing cleaning materials; and
- (n) fire prevention procedures

"Operational Service Provider" means an individual or organisation employed or contractually appointed by the Owner for the purpose of managing the Co-Living Units in compliance with the approved Tenure and Management Scheme

"Option" means the option to be granted to the Council or GLA in accordance with under paragraph 7 of Schedule 1

	for the purchase of the Affordable Housing Units and/or Additional Affordable Housing Units
“Parking Bay”	means a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 (as amended) or other relevant legislation for use by residents of the locality in which the Development is situated
“Parties”	means the GLA, the Council and the Owner
“Perpetuity”	means for the life of the Development
“Planning Permission”	means the full planning permission for the Development to be granted by the GLA pursuant to the Application (a draft of which is attached to this Deed at APPENDIX 1) including for the avoidance of doubt any non-material amendments to that permission approved subsequent to its grant by the Council under section 96A of the 1990 Act
“Play Space Plan”	means the drawing numbered 3291.MA.901 showing indicatively the proposed play space element of the Communal Amenity and Play Space annexed to this Deed at APPENDIX 5
“Practical Completion”	means issue of a certificate by the Owner's architect, civil engineer, or chartered surveyor as appropriate (or if constructed by a party other than the Owner, the issue of a certificate by that party's architect, civil engineer, or chartered surveyor) certifying that the Development or a Block or part of the Development is for all practical purposes sufficiently complete to be put into use and “Practically Completed” shall be construed accordingly
“Progression into Employment”	means a work placement within the Development for a Harrow resident who is registered as unemployed with the duration of such placement to be agreed with the Council
“Public Subsidy”	means funding from the GLA and/or the Council together with any other additional public subsidy secured by the Owner to support the delivery of the Development
“Reasonable Endeavours”	means that the party responsible for an obligation in this Deed shall exert itself to perform that obligation in a manner which: <ul style="list-style-type: none"> (a) demonstrates that it has taken serious and detailed consideration of its contractual commitment under this Deed and the fact that the Planning Permission would not have been granted without there being a planning

obligation of that nature included within this Deed;

(b) has utilised such reasonable methods as are likely to achieve the desired result and recognising that it is of material importance that the result is achieved; and

(c) in the event that the first attempt at securing the desired result is unsuccessful then (unless it can be demonstrated that there are no reasonable alternatives) demonstrates that it has investigated alternative means of achieving the desired result with a view to securing performance of the obligation

“Reportable Unit”	means a Reportable Unit (Energy Centre), Reportable Unit (Residential) or Reportable Unit (Non-Residential)
“Reportable Unit (Energy Centre)”	means either a connection to a third-party District Heating Network, a self-contained energy centre serving multiple residential properties (within the Development) or a self-contained energy system serving multiple residential properties (within a Block)
“Reportable Unit (Non-Residential)”	means a Block with a single occupier/tenant (including block of flats' communal areas) or a Block with multiple tenants
“Reportable Unit (Residential)”	means an individual Block of 5 (five) or more flats or a group of 5 (five) or more houses
“Residents Parking Permit”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 (or such other relevant legislation) for the use of residents or occupiers of premises in the locality in which the Development is situated
“Residential Management Plan”	means, subject to paragraph 1 of Schedule 3, a plan to be submitted to the Council setting out management principles for the Residential Units which shall include the following requirements (unless otherwise agreed in writing with the Council): <ul style="list-style-type: none">(a) each Residential Unit shall be self-contained and let separately for residential use;(b) the length of each lease of each Residential Unit shall be offered at a minimum term of 3 (three) years unless a shorter term is requested by the prospective tenant;(c) each lease of each Residential Unit shall contain a break clause allowing the tenant to

end the lease any time after the first 6 (six) months of the lease with 1 (one) month's notice;

(d) the Residential Units shall be managed together by a single Residential Manager which:

- (i) provides a consistent and quality level of housing management;
- (ii) has some daily on-site presence;
- (iii) is part of an accredited ombudsman scheme;
- (iv) is a member of the British Property Federation and/or regulated by the Royal Institution of Chartered Surveyors;
- (v) complies with the Royal Institution of Chartered Surveyors Private Rented Sector Code (as revised from time to time);
- (vi) has a complaints procedure; and
- (vii) must not charge up-front fees of any kind to tenants or prospective tenants other than deposits and rent paid in advance; and

(e) all rent and Service Charges increases within the term of each lease of each Residential Unit shall be calculated by reference to an index which shall be made clear to the tenant before the start of each tenancy

“Residential Manager”

means an individual or organisation employed or contractually appointed by the Owner to manage the Residential Units pursuant to the Residential Management Plan

“Residential Units”

means 109 (one hundred and nine) units of residential accommodation for use within Use Class C3 to be provided on the Land as part of the Development comprising the Build to Rent Housing Units and the Affordable Housing Units but for the avoidance of doubt these exclude the Co-Living Units and **“Residential Unit”** shall be construed accordingly

“Review Date”	means the date on which the Development Viability Information for the Early Stage Review is submitted pursuant to Schedule 2
“Sale”	means: <ul style="list-style-type: none"> (a) the transfer of a freehold interest of a Component of the Development; or (b) the grant of a lease of a Component of the Development with a term of 125 years or more and subject to nominal rent
“Service Charges”	means all amounts payable by a tenant of the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the Owner’s or Residential Manager’s cost of management in relation to the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units
“Stabilised”	means where the relevant Component or Components has been fully built, let and is generating a steady income
“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
“Street Tree Replacement and Maintenance Contribution”	the sum of £14,000 (fourteen thousand pounds) Index Linked to be paid to and applied by the Council towards planting replacement street trees and maintenance of the trees for 5 (five) years from the date of planting;
“Substantial Implementation”	means all of the following have occurred in respect of the Development: <ul style="list-style-type: none"> (a) construction to the first floor of the Development; and (b) letting of a contract for the construction of Development
“Substantial Implementation Target Date”	means the later of: <ul style="list-style-type: none"> (a) 36 (thirty six) months from but excluding the date of grant of the Planning Permission; or (b) 36 (thirty six) months after the date that any Challenge is finally disposed of

“Sums Due”	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal administrative fees costs and expenses properly recoverable pursuant to the Charge
“Sustainable Transport Contribution”	means the sum of £115,000 (one hundred and fifteen thousand pounds) Index Linked to be paid to and applied by the Council towards: <ul style="list-style-type: none"> (a) improvements to the Kenton Recreation Ground cycle route, including upgrades to the existing cycle lane and enhanced access arrangements at the Carlton Avenue entrance to the park; (b) Improvements to secure cycle/pedestrian priority at the junction of Kenton Road and Carlton Avenue junction improvement works; (c) improvements to the Northwick Park to Harrow Town Centre cycle route; and (d) improvements to such other cycle lane within the vicinity of the Development
“Tenancy Arrangements”	means the following terms in accordance with which the Owner must let or licence the Co-Living Units: <ul style="list-style-type: none"> (a) each Co-Living Unit may be let or licensed to only a single Occupier at any time; (b) the term of any lease or licence of a Co-Living Unit must be between 3 (three) months and 3 (three) years unless otherwise agreed with the Council in writing; (c) any other such terms identified in the approved Tenure and Management Scheme
“Tenure and Management Scheme”	means a scheme for the management of the Co-Living Units which shall be in accordance with the principles set out in paragraph 1 of Schedule 4
“TfL”	means Transport for London which is the strategic transport and highway authority for the area in which the Land is located
“Travel Plan”	means a written plan for the Development which sets out measures to be adopted by the Owner to promote sustainable forms of transport and to discourage use of single car occupancy by Occupiers and visitors to the Residential Units and Co-Living Units and which

accords with the Travel Plan Objectives and is iTRACE and TRICS compliant

“Travel Plan Co-ordinator”	means a 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 said plan
“Travel Plan Monitoring Contribution”	means the sum of £5,000 (five thousand pounds) Index Linked to be paid to and applied by the Council towards the Council’s costs of monitoring the delivery, operation and effectiveness of 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 12 (twelve) 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 a Travel Plan detailed in Part 2 of Schedule 12 of this Deed
“Travel Plan Remedial Fee”	means the sum of £10,000 (ten thousand pounds) Index Linked to be paid to the Council to secure the implementation of the measures and the achievement of the targets specified in the Travel Plan if paragraph 6.4 of Part 1 of Schedule 12 applies
“TRICS”	means the “Trip Rate Information Computer System” which records trip generation from developments (or successor systems)
“Visitors Parking Permit”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 for the use of visitors to the locality in which the Development is situated
“Work Experience”	means work experience placement of a minimum of 10 (ten) days for Harrow Participants and work experience can also include entry into employment and university student placements
“Working Day”	means any day excluding Saturdays, Sundays and any bank 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 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 References to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed.
- 1.2.3 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.
- 1.2.4 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.
- 1.2.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction.
- 1.2.6 Reference to any party to this Deed shall include the successors in title to that party and, in the case of the Council and the GLA, to any successor to their statutory functions.
- 1.2.7 The headings in this Deed are for convenience only and shall not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.2.8 Where the agreement consent approval or satisfaction of the Council or an officer of the Council is required under the terms of this Deed, such agreement consent approval or satisfaction shall not be unreasonably withheld or delayed.
- 1.2.9 The word "including" shall be construed without prejudice to the generality of the words preceding it.
- 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 Covenants made in this Deed:
- (a) if made by more than 1 (one) person are made jointly and severally and to the intent that they can be enforced against all of them jointly and against each individually unless otherwise expressly stated in this Deed; and
 - (b) are to the intent that the same shall bind whomsoever shall become a successor or successors in title to the Land except as otherwise stated in this Deed; and
 - (c) are to the intent that the same shall operate as a charge on the Land and shall be registered in the Register of Local Land Charges.
- 1.2.12 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 pursuant to:

- 2.1.1 section 106 of the 1990 Act;
- 2.1.2 section 2E of the 1990 Act;
- 2.1.3 section 16 of the Greater London Council (General Powers) Act 1974;
- 2.1.4 section 111 of the Local Government Act 1972;

2.1.5 section 1 of the Localism Act 2011; and

2.1.6 all other powers enabling.

2.2 The covenants, restrictions, undertakings and requirements imposed upon the Owner under this Deed entered into by deed are planning obligations pursuant to section 106 of the 1990 Act, are entered into by the Owner with the intent that the obligations will bind the Land and are enforceable without the limit of time by the GLA and the Council as local planning authority against the Owner and their successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Land or any part or parts thereof as if that person had also been an original covenanting party in respect of such covenants, restrictions, undertakings and requirements which relate to the interest for the time being held by that person.

2.3 The covenants in this Deed that are given to the Council shall also be enforceable by the GLA as provided for in sections 2E and 106(9)(d) of the 1990 Act.

2.4 To the extent that any of the obligations in this Deed are not planning obligations within the meaning of section 106 of the 1990 Act, they are entered into pursuant to the powers identified in clause 2.1.

3 EFFECT AND CONDITIONALITY OF THIS PLANNING OBLIGATION

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 clauses 8, 9, 10, 19, 20, 21 and 22 which shall come into effect on completion of this Deed.

4 THE OWNER'S COVENANTS

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

4.1.1 to observe and perform or cause to be observed and performed the obligations and covenants on its part contained in the schedules to this Deed;

4.1.2 to observe and perform or cause to be observed and performed the terms, covenants and obligations on its part in the Deed;

4.1.3 to notify the GLA and the Council in writing not less than 5 (five) Working Days before the anticipated date of each of the following events occurring:

(a) the Commencement Date;

(b) first Occupation of the Co-Living Units;

(c) first Occupation of the Residential Units;

(d) Occupation of the final Residential Unit;

4.1.4 not to cause, suffer or permit the occurrence of any event specified in clause 4.1.3 above until it has given notice to the GLA and the Council of the anticipated date of that event in accordance with clause 4.1.3.

4.2 If the Owner fails to give notice of any date under and in accordance with clause 4.1.3 above, the GLA and/or the Council (acting reasonably) may deem the relevant event to have occurred on the earliest

date on which the relevant event could have occurred unless the Owner can demonstrate to the GLA's and/or the Council's satisfaction that the relevant event happened at a later date.

4.3 The Owner hereby acknowledges and declares:

4.3.1 they are the primary party liable for the performance of the obligations set out in the Schedules subject always to clause 2.2 above; and

4.3.2 the Land is bound by this Deed for the purposes of section 106(1) and section 106(3)(b) of the 1990 Act.

5 THE GLA'S AND THE COUNCIL'S COVENANTS

5.1 The GLA covenants with the Owner to:

5.1.1 observe and perform or cause to be observed and performed its obligations in this Deed; and

5.1.2 grant the Planning Permission as soon as is reasonably practicable following completion of this Deed.

5.2 The Council covenants with the Owner to observe and perform the covenants on its part contained in this Deed.

6 LAND OWNERSHIP

6.1 The Owner warrants to the GLA and the Council that it is the freehold owner of the Land, that it has full power and rights to enter into this Deed and that the Land is free from any encumbrance(s) which would prevent the Development from being carried out and brought into beneficial use and that there is no other person having any freehold or leasehold interest in the Land.

6.2 The Owner hereby covenants with and undertakes to the GLA and the Council to give the GLA and the Council written notice as soon as practically possible of any change in ownership of any of the Owner's interests in the Land or part thereof occurring before all the obligations under this Deed have been discharged, such notice to include details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation purchased by reference to a plan save that no notice is required in respect of disposals of any of the Co-Living Units or Residential Units to individual Occupiers.

7 LIABILITY AND ENFORCEMENT

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

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

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

7.4 The Owner shall not be liable for a breach of any of its obligations under this Deed or obligations relating to any part of the Land after it has parted with all of its interests in the Land or the part in

respect of which the breach arises (as the case may be) but without prejudice to liability for any antecedent or subsisting breach arising prior to parting with such interest.

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

7.5.1 the Planning Permission expires without having been implemented; or

7.5.2 the Planning Permission is withdrawn, varied or revoked otherwise than with the consent of the Owner; or

7.5.3 the Planning Permission is quashed following a successful Challenge; or

7.5.4 the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land (other than a permission under section 73 of the 1990 Act which derives from the Planning Permission) which precludes implementation of the Planning Permission in accordance with its terms.

7.6 No obligations, undertakings or liabilities under this Deed shall be enforceable against a Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of gas, electricity, water, drainage or telecommunication services.

7.7 No obligations, undertakings or liabilities under this Deed save for those set out in paragraph 2 of Schedule 1, paragraph 1 of Schedule 3, paragraph 5 of Schedule 10 shall be enforceable against individual owners, occupiers, tenants or lessees of the Residential Units (or their mortgagee or Chargee or any person deriving title through or under them).

7.8 No obligations, undertakings or liabilities under this Deed save for those set out in paragraphs 1 and 2 of Schedule 4 and paragraph 5 of Schedule 10 shall be enforceable against individual owners, occupiers, tenants or lessees of the Co-Living Units (or their mortgagee or Chargee or any person deriving title through or under them).

7.9 No obligations, undertakings or liabilities under this Deed shall be enforceable against any future mortgagee or chargee of all or part of the Land unless such obligations subsist and apply when it takes possession of the Land or part thereof to which such obligations relate, as mortgagee in possession, in which case it will be bound by such obligations (but only to the extent such obligations bind that part of the Land in respect of which it has become a mortgagee in possession) as if it were a person deriving title from the Owner.

7.10 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission or a permission under section 73 of the 1990 Act which derives from the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

8 LEGAL AND MONITORING COSTS

8.1 The Owner hereby covenants with and undertakes to the Council to pay on or before the date of this Deed the Council's reasonable and proper costs legal and administrative costs in respect of drafting, negotiating and completion of this Deed.

8.2 The Owner shall pay the Monitoring Contribution to the Council upon completion of this Deed.

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

9 VARIATIONS

- 9.1 It is hereby agreed by the Parties that if the Council or the GLA shall after the date of completion of this Deed grant a planning permission pursuant to an application made under Section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Application and the Planning Permission shall be deemed to include any such subsequent Section 73 planning application and the planning permission granted by the Council or the GLA pursuant to such Section 73 planning application and this Deed shall apply and take effect and be read and construed accordingly **UNLESS** the Council determines that revised planning obligations are required to be secured by way of a new or supplemental deed under Sections 106 and section 106A of the 1990 Act as a result of such Section 73 planning application.

10 LOCAL LAND CHARGE

- 10.1 This Deed is a local land charge and the Council shall register it as such after the completion of this Deed.
- 10.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in clause 7.5 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

11 NO FETTER ON DISCRETION

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

12 APPROVALS

- 12.1 Subject to clause 11, where the approval, satisfaction, agreement, confirmation or consent of the GLA or the Council or any officer of the GLA or Council is required for any purpose under or in connection with the terms of this Deed such approval, satisfaction, agreement, confirmation or consent shall be applied for in writing and shall be given in writing and shall not be unreasonably withheld or delayed.

13 ENFORCEMENT

- 13.1 Without prejudice to the terms of any other provision herein the Owner shall within 28 (twenty-eight) days of a request pay all reasonably and properly incurred costs charges and expenses (including without prejudice to the generality thereof legal costs and surveyor's fees) reasonably and properly incurred by the GLA or the Council for the purposes of or incidental to the enforcement of any obligations of the Owner following a breach of obligations under this Deed.

14 WAIVER

- 14.1 No waiver (whether express or implied) by the GLA or the Council of any breach by the Owner, nor any waiver of any breach by their respective successors in title or assigns or any persons claiming through or under it an interest in the Land, in performing or observing any of the obligations contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the GLA and/or the Council from enforcing any of the said obligations or from acting upon any subsequent breach or default in respect thereof by the Owner, the Owner's successors in title or assigns or any persons claiming through or under the Owner an interest in the Land.

15 VAT

- 15.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof.
- 15.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any of the financial contributions due under this Deed then to the extent that VAT had not been previously charged in respect of that contribution the GLA or the Council (as the case may be) shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

16 INTEREST

- 16.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the GLA and/or the Council, if any sum required to be paid by the Owner under this Deed becomes due but remains unpaid, Interest will be payable on that sum from the due date of payment to the date on which the sum is fully paid.
- 16.2 Any payment or sum herein due that remains unpaid shall be a debt due to the GLA or the Council (as the case may be) recoverable by action and liable to Interest thereon from the date due until the date of payment.

17 INDEXATION

- 17.1 Any financial sum payable under this Deed shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which the contribution is paid in full.

18 THIRD PARTIES

- 18.1 Unless expressly stated in this Deed (and save for paragraph 1.3 of Schedule 13 in favour of 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 any successors in title to any of the Parties (and, in the case of the Council, the successor to its respective statutory functions) from being able to benefit or to enforce the provisions of this Deed.

19 DISPUTE PROVISIONS

- 19.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties.
- 19.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 (twenty) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 19.3.
- 19.3 The Expert shall be required to give notice to each party inviting each party to submit within 10 (ten) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further 5 (five) Working Days to make counter-submissions to the written submissions of any other party.

19.4 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.

19.5 The provisions of this clause 19 shall not fetter the Council's or GLA's power to enforce this Deed by way of an application for declaratory relief or injunction or by way of its statutory powers of enforcement under section 106 of the 1990 Act.

20 GOVERNING LAW AND JURISDICTION

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

21 DELIVERY

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

22 NOTICES

22.1 Any notice to be given under this Deed shall be in writing and shall be deemed to be validly served if delivered by hand or sent by first class post or registered/recorded delivery.

22.2 The address for service for any party under this Deed shall be those stated in this Deed or such other address for service in England as the party to be served shall have previously notified in writing pursuant to clause 22.6.

22.3 Any notice served under this Deed shall be deemed to have been received:

22.3.1 if delivered by hand, upon delivery at the relevant address; or

22.3.2 if sent by first class pre-paid post or recorded delivery, on the second Working Day after the date of posting; or

22.3.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.4 The provisions of section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice served under this Deed (save that such notice must be left at or sent to the address specified in clause 22.5) and any such notice shall be in writing and shall refer to the name, date and parties to the agreement and shall cite the clause of the agreement to which it relates.

22.5 Subject to clause 22.6, the contact details for each party are as follows:

22.5.1 For the Owner:

Address: Whitbread Court, Houghton Hall Business Park, Porz Avenue Dunstable, Bedfordshire, LU5 5XE

Name: Richard Pearson, Senior Development Manager

Reference: 2025/0343/S2 - 134 Kenton Road, London HA3 8AT

For the Council:

Address: Harrow Council Hub, Forward Drive, Harrow, HA3 8FL

Name: Divisional Director Strategic Regeneration, Enterprise and Planning

Reference: PL/0378/25

22.5.2 For the GLA:

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

Name: Head of Development Management

Reference: 2025/0343/S2

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

22.6.1 the date specified in the notification as the date on which the change is to take place; or

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

IN WITNESS whereof this Deed has been executed and delivered as a deed on the date first above written.

SCHEDULE 1 – AFFORDABLE HOUSING

1 PROVISION OF AFFORDABLE HOUSING

1.1 The Owner shall:

1.1.1 provide the Affordable Housing Units; and

1.1.2 construct or procure the construction of the Affordable Housing Units on the Land in accordance with the Affordable Housing Tenure Split and the Affordable Housing Units Mix and the remaining paragraphs of this Schedule 1.

1.2 Nothing in this Schedule 1 or Schedule 2 shall require the Owner to provide Affordable Housing in an amount that exceeds the Affordable Housing Cap.

2 OCCUPANCY RESTRICTIONS

2.1 The Owner shall not:

2.1.1 Occupy cause or permit Occupation of the Build to Rent Housing Units unless and until the Affordable Housing Units and (if applicable) any Additional Affordable Housing Units have been Practically Completed and made ready for Occupation as Affordable Housing;

2.1.2 Occupy cause or permit Occupation of the Discounted Market Rent Housing Units for any purpose other than as Discounted Market Rent Housing for Perpetuity subject to paragraph 6.1 of this Schedule 1; and

2.1.3 Occupy cause or permit Occupation of the London Living Rent Housing Units for any purpose other than as London Living Rent Housing for Perpetuity subject to paragraph 6.1 of this Schedule 1.

3 AFFORDABLE HOUSING STATEMENT

3.1 The Owner shall submit the Affordable Housing Statement to the Council for its approval in writing 6 (six) months prior to Occupation of the Development.

3.2 No later than 10 (ten) Working Days (or such other longer period agreed by the Owner and the Council) after receiving a written request from the Council, the Owner shall provide to the Council any additional documentary evidence reasonably requested by the Council to enable it to assess the Affordable Housing Statement submitted by the Owner pursuant to paragraph 3.1 of this Schedule 1.

3.3 No later than:

3.3.1 30 (thirty) Working Days (or such other longer period agreed by the Owner and the Council) after the Council receives the Affordable Housing Statement pursuant to paragraph 3.1 of this Schedule 1; or

3.3.2 20 (twenty) Working Days (or such other longer period agreed by the Owner and the Council) after the Council receives the additional documentary evidence requested pursuant to paragraph 3.2 of this Schedule 1

the Council shall notify the Owner in writing of the Council's decision as to whether the Affordable Housing Statement submitted by the Owner is approved.

- 3.4 Any dispute between the Council and the Owner regarding any Affordable Housing Statement submitted under paragraph 3.1 of this Schedule 1 shall be referred to dispute resolution in accordance with clause 19 of this Deed.
- 3.5 The Owner shall not Occupy cause or permit Occupation of the Development unless and until the Council has notified the Owner (or an Expert has determined pursuant to clause 19 of this Deed) that the Affordable Housing Statement has been approved.
- 3.6 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Affordable Housing Statement within 20 (twenty) Working Days of receipt of a written request for payment.

4 MARKETING PLAN

- 4.1 The Owner shall (or procure that the Residential Manager shall):
- 4.1.1 no later than 6 (six) months prior to the earlier of:
- (a) Practical Completion; and/or
 - (b) marketing of any Affordable Housing Units
- submit to the Council a Marketing Plan for its approval in writing; and
- 4.1.2 not commence marketing or Occupy cause or permit Occupation of any Affordable Housing Units unless and until the Marketing Plan has been submitted to and approved by the Council in writing ("**Approved Marketing Plan**").
- 4.2 The Owner shall (or procure that the Residential Manager shall):
- 4.2.1 market the Affordable Housing Units in accordance with the Approved Marketing Plan; and
- 4.2.2 market and let the Affordable Housing Units to Eligible Renters in the following priority order:
- (a) for the first 3 (three) months, exclusively to Eligible Renters who have been resident or employed for a continuous period of 12 (twelve) months in the London Borough of Harrow; and
 - (b) for the subsequent 3 (three) months, to Eligible Renters who have been resident or employed for a continuous period of 12 (twelve) months in the London Boroughs of Barnet, Brent, Ealing, Hammersmith & Fulham, Harrow, Hillingdon or Hounslow; and
 - (c) thereafter, to Eligible Renters who have been resident or employed for a continuous period of 12 (twelve) months in the United Kingdom
- PROVIDED THAT priority shall be given to an Eligible Renter who is a resident or worker of the London Borough of Harrow as above at all times.
- 4.3 The Owner shall provide the Council with evidence of compliance with paragraph 4.2 of this Schedule 1 annually on the anniversary of the date of approval of the Approved Marketing Plan for a period of at least 5 (five) years after the date the final Residential Unit or Co-Living Unit is Occupied and thereafter as requested by the Council.

5 COMMUNAL AMENITY AND PLAY SPACE

5.1 The Owner shall not Occupy cause or permit Occupation of the Development unless and until the Communal Amenity and Play Space has been provided.

5.2 The Owner shall allow Occupiers of the Affordable Housing Units and/or Additional Affordable Housing Units access to and use of the Communal Amenity and Play Space as of right and free of charge for Perpetuity.

6 EXCLUSION OF LIABILITY

6.1 The obligations and restrictions contained in this Schedule 1 shall not bind any Chargee from time to time who seeks to dispose of any Affordable Housing Unit or Additional Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of its Charge (and any successors in title thereto or persons deriving title under such Chargee) and who has first complied with the provisions of paragraph 7 below.

7 CHARGEES IN POSSESSION

7.1 In order to benefit from the protection granted by paragraph 6.1 above, a Chargee must:

7.1.1 prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units, serve a Default Notice:

(a) on the Council delivered by hand to the Council's offices or using first class registered post to the Council's offices at the address on the first page of this Deed in either case addressed to Chief Planning Officer of the Council; and

(b) on the GLA either:

(i) by delivery by hand to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning) in both cases between 9:00am and 5:00pm on a Working Day; or

(ii) by using first class registered post to both the GLA's offices at City Hall, Kamal Chunchie Way, London, E16 1ZE (addressed to the Chief Planner) and TfL's offices at 5 Endeavour Square, Stratford, London, E20 1JN (addressed to TfL's Director of Spatial Planning);

7.1.2 when serving the Default Notice, provide to the GLA and the Council official copies of the title registers for the relevant Affordable Housing Units and/or Additional Affordable Housing Units; and

7.1.3 subject to paragraph 7.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with paragraph 7.3 below.

7.2 From (and including) the first day of the Moratorium Period to (but excluding) the date falling 1 (one) calendar month later, the GLA or the Council (but not both of them) may serve an Intention Notice on the Chargee but if both the GLA and the Council do serve Intention Notices then the Intention Notice served first will prevail and the other party's Intention Notice will be deemed not to have been served.

7.3 Not later than 15 (fifteen) Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Chargee and the party who first served

the Intention Notice (the "**Buyer**")), the Chargee will grant the Buyer an exclusive Option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

- 7.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition - 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
- 7.3.2 the price for the sale and purchase will be agreed in accordance with paragraph 7.4.2 below or determined in accordance with paragraph 7.5 below;
- 7.3.3 provided that the purchase price has been agreed in accordance with paragraph 7.4.2 below or determined in accordance with paragraph 7.5 below, but subject to paragraph 7.3.4 below, the Buyer may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
- 7.3.4 the Option will expire upon the earlier of:
 - (a) notification in writing by the Buyer that it no longer intends to exercise the Option PROVIDED THAT the Buyer (if not the GLA) has first notified the GLA;
 - (b) the expiry of the Moratorium Period; and
 - (c) any other terms agreed between the parties to the Option (acting reasonably).

7.4 Following the service of the Intention Notice:

- 7.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Buyer in relation to the Affordable Housing Units and/or Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
- 7.4.2 the Buyer and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:
 - (a) the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units and/or Additional Affordable Housing Units contained in this Schedule 1; and
 - (b) (unless otherwise agreed in writing between the Buyer and the Chargee) the Sums Due.

7.5 On the date falling 10 (ten) Working Days after service of the Intention Notice, if the Buyer and the Chargee have not agreed the price pursuant to paragraph 7.4.2 above:

- 7.5.1 the Buyer and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 (ten) years' experience in the valuation of affordable/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;
- 7.5.2 if, on the date falling 15 (fifteen) Working Days after service of the Intention Notice, the Buyer and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least

10 (ten) years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

7.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at paragraph 7.4.2(a) above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units and/or Additional Affordable Housing Units by this Deed;

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

7.5.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;

7.5.6 the independent surveyor shall make his/her decision and notify the Buyer and the Chargee of that decision no later than 14 (fourteen) days after his/her appointment and in any event within the Moratorium Period; and

7.5.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).

7.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in this Schedule 1 which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

7.6.1 neither the GLA nor the Council has served an Intention Notice before the date falling 1 (one) calendar month after the first day of the Moratorium Period;

7.6.2 the Buyer has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or

7.6.3 the Buyer has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.

7.7 The GLA and the Council and the Chargee shall act reasonably in fulfilling their respective obligations under paragraphs 7.1 to 7.6 above (inclusive).

7.8 If the GLA or the Council notifies the Owner in writing of any change of its address to which a Default Notice must be delivered by hand or by first class registered post under paragraph 7.1, references to the old address in paragraph 7.1 and the definition of "Date of Deemed Service" in this Deed shall be read as references to the new address.

SCHEDULE 2 – EARLY STAGE REVIEW

1 EARLY STAGE REVIEW TRIGGER

- 1.1 The Owner shall notify the GLA and the Council in writing of the date on which it considers that Substantial Implementation has been achieved no later than 10 (ten) Working Days after such date and the notice shall be accompanied by full documentary evidence on an open book basis to enable the GLA and the Council to independently assess whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.2 No later than 5 (five) Working Days after receiving a written request from the GLA and/or Council, the Owner shall provide to the GLA and the Council any additional documentary evidence reasonably requested by the GLA and the Council to enable it to determine whether Substantial Implementation has been achieved on or before the Substantial Implementation Target Date.
- 1.3 Following the Owner's notification pursuant to paragraph 1.1 of this Schedule 2 the Owner shall afford the GLA and the Council's agents access to the Land to inspect and assess whether the works which have been undertaken achieve Substantial Implementation **PROVIDED ALWAYS THAT** the GLA and the Council shall:
- 1.3.1 provide the Owner with a minimum of 48 (forty eight) hours' prior 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 the Owner's agent.
- 1.4 No later than 20 (twenty) Working Days after the GLA and the Council receives:
- 1.4.1 notice pursuant to paragraph 1.1 of this Schedule 2; or
 - 1.4.2 if the GLA and/or the Council makes a request under paragraph 1.2 above, the additional documentary evidence requested pursuant to paragraph 1.2 of this Schedule 2
- the Council (and if it elects to do so the GLA) shall inspect the Land and following the inspection provide written confirmation to the Owner within ten (10) Working Days of the date of the inspection as to whether or not the Council (and if the GLA has inspected the Land, the GLA) considers that Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date.
- 1.5 If the GLA and/or Council notifies the Owner that GLA and/or the Council considers that Substantial Implementation has not been achieved, then paragraph 1 of this Schedule 2 shall continue to apply mutatis mutandis until the GLA and the Council have notified the Owner pursuant to paragraph 1.4 of this Schedule 2 that Substantial Implementation has been achieved.
- 1.6 Any dispute between the GLA and/or the Council and the Owner regarding whether Substantial Implementation has been achieved and whether it was achieved on or before the Substantial Implementation Target Date or regarding any other matter under this Schedule 2 shall be referred to dispute resolution in accordance with clause 19 of this Deed.
- 1.7 The Owner shall not Occupy any part of the Development until:
- 1.7.1 the GLA and the Council have notified the Owner pursuant to paragraph 1.4 of this Schedule 2 (or an Expert has determined pursuant to clause 19 of this Deed) that

Substantial Implementation has been achieved on or before the Substantial Implementation Target Date; or

1.7.2 the GLA and the Council have notified the Owner pursuant to paragraph 3.4 of this Schedule 2 (or an Expert has determined pursuant to clause 19 of this Deed) that no Additional Affordable Housing Units are required; or

1.7.3 if the GLA and the Council notify the Owner pursuant to paragraph 3.4 of this Schedule 2 (or an Expert has determined pursuant to clause 19 of this Deed) that Additional Affordable Housing Units are required, the Council has approved the Additional Affordable Housing Scheme.

2 SUBMISSION OF EARLY STAGE DEVELOPMENT VIABILITY INFORMATION

2.1 Where Substantial Implementation has not occurred on or before the Substantial Implementation Target Date as determined by the GLA and the Council under paragraph 1.4 of this Schedule 2 (or as determined by an Expert under clause 19 of this Deed):

2.1.1 the Owner shall submit to the GLA and the Council the following information no later than 20 (twenty) Working Days after the date on which the Council notifies the Owner pursuant to paragraph 1.4 of this Schedule 2 (or as determined by an Expert under clause 19 of this Deed) that Substantial Implementation has been achieved, on the basis that the GLA and the Council may make such information publicly available:

- (a) the Development Viability Information for Formula 1a and Formula 2;
- (b) a written statement that applies the applicable Development Viability Information to Formula 1a (PROVIDED ALWAYS THAT if the result produced by Formula 1a is less than 0 (zero) it shall be deemed to be 0 (zero)) and Formula 2 thereby confirming whether in the Owner's view any Additional Affordable Housing Units can be provided;
- (c) an Additional Affordable Housing Scheme where the written statement referred to in paragraph 2.1.1(b) of this Schedule 2 confirms that Additional Affordable Housing Units can be provided; and

2.1.2 paragraphs 3.7 and 3.8 of this Schedule 2 shall then apply.

3 ASSESSMENT OF DEVELOPMENT VIABILITY INFORMATION

3.1 The Council and (if it elects to do so) the GLA shall review the information submitted pursuant to paragraph 2 of this Schedule 2 and assess whether in its view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2 and the Council and the GLA shall be entitled to rely on their own evidence in determining inputs into Formula 1a and Formula 2 subject to such evidence also being provided to the Owner.

3.2 The GLA and the Council may appoint an External Consultant to assess the information submitted pursuant to paragraph 2 of this Schedule 2.

3.3 In the event that the Council, the GLA and/or an appointed External Consultant requires further Development Viability Information or supporting evidence to assess whether in their view any Additional Affordable Housing Units are required, the Owner shall provide any such reasonably required information to the GLA, the Council and/or the External Consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving a request from the GLA, the Council and/or an External Consultant and this process may be repeated until the GLA, the Council

and/or the External Consultant (as applicable) have all the information they reasonably require to assess whether in their view Additional Affordable Housing Units are required to be delivered in accordance with Formula 1a and Formula 2.

- 3.4 When the Council and (if it has elected to do so) the GLA or their External Consultant has completed its assessment of the information submitted pursuant to paragraph 2 of this Schedule 2 (and where applicable, paragraph 3.3 of this Schedule 2), the Council and (if applicable) the GLA shall notify the Owner in writing of the Council's and (if applicable) the GLA's decision as to whether any Additional Affordable Housing Units are required and whether the Additional Affordable Housing Scheme submitted by the Owner is approved.
- 3.5 If the Council's and (if applicable) the GLA's assessment pursuant to paragraph 3.4 of this Schedule 2 concludes (or an Expert concludes pursuant to clause 19 of this Deed) that Additional Affordable Housing Units can be provided but the Owner's initial submission concluded otherwise, or if the Additional Affordable Housing Scheme initially submitted is not approved by the Council or the GLA, then the Owner shall submit an Additional Affordable Housing Scheme or (as applicable) amended Additional Affordable Housing Scheme to the Council and (if applicable) the GLA for their written approval within 10 (ten) Working Days of the date on which the Owner received the Council's and (if applicable) the GLA's decision pursuant to paragraph 3.4 of this Schedule 2 (or the Expert's determination under clause 19 of this Deed).
- 3.6 If the Council's (or the GLA's) assessment pursuant to paragraph 3.4 of this Schedule 2 concludes that:
- 3.6.1 a surplus profit arises following the application of Formula 1a but such surplus profit is insufficient to provide any Additional Affordable Housing Units pursuant to Formula 2; or
- 3.6.2 a surplus profit arises following the application of Formula 1a but such surplus profit cannot deliver a whole number of Additional Affordable Housing Units pursuant to Formula 2

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

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

4 DELIVERY OF ADDITIONAL AFFORDABLE HOUSING (EARLY STAGE REVIEW)

- 4.1 Where it is determined pursuant to paragraph 3 of this Schedule 2 that 1 (one) or more Additional Affordable Housing Units are required the Owner shall not Occupy cause or permit Occupation of any of the Build to Rent Housing Units unless and until:
- 4.1.1 the Additional Affordable Housing Units required pursuant to paragraph 3 of this Schedule 2 have been Practically Completed in accordance with the Additional Affordable Housing Scheme approved by the Council; and
- 4.1.2 the Owner has paid any remaining surplus profit which cannot deliver a whole number of Additional Affordable Housing Units pursuant to paragraph 3.6 of this Schedule 2 to the

Council towards the delivery of offsite Affordable Housing within the Council's administrative area.

- 4.2 The provisions of Schedule 1 shall apply mutatis mutandis to any Additional Affordable Housing Units provided pursuant to Schedule 2.
- 4.3 Any Additional Affordable Housing Units provided pursuant to this paragraph 4 shall cease to be Build to Rent Housing Units.

Annex to Schedule 2

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

$$\text{"Surplus Profit"} = ((A - B) - (D - E)) - P$$

Where:

A = Estimated GDV (£)

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

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

D = Estimated Build Costs (£)

E = $D \div (F + 1)$ (£)

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

P = $(A - B) * Y$ (£)

Y = owner profit as a percentage of GDV being:

12.5% for the Build to Rent Housing Units and Co-Living Units if Forward Funded OR

15% for the Build to Rent Housing Units and Co-Living Units if Forward Committed or Stabilised

6% for the Affordable Housing Units; and

15% for the Drinking Establishment

as determined as part of the review (%)

Notes:

(A - B) represents the change in GDV of the Build to Rent Housing Units and Co-Living Units from the date of Planning Permission to the date of review.

(D - E) represents the change in build costs of the Build to Rent Housing Units and Co-Living Units from the date of the Planning Permission to the date of the review.

Formula 2

- X = Additional Discounted Market Rent Housing Requirement (Gross Internal Area)
 $X = ((E \times F) \div (A - C)) \div D$
- Y = Additional London Living Rent Housing Requirement (Gross Internal Area)
 $Y = ((E \times G) \div (A - B)) \div D$

Where:

- A = Average Build to Rent Housing Value per sqm (£)
- B = Average London Living Rent Housing Value per sqm (£)
- C = Average Discounted Market Rent Housing Value per sqm (£)
- D = average Habitable Room size for the Development (sqm)
- E = Surplus Profit available for additional affordable housing (£), as determined by Formula 1a
- F = 70% (being the proportion of Affordable Housing to be delivered as Discounted Market Rent Housing)
- G = 30% (being the proportion of Affordable Housing to be delivered as London Living Rent Housing)

Notes:

- (A – C) represents the value gap between Build to Rent housing and Discounted Market Rent Housing
- (A – B) represents the value gap between Build to Rent housing and London Living Rent Housing
- The combined Affordable Housing output (X + Y) shall be capped in accordance with the Affordable Housing Cap
- Where surplus profit is insufficient to deliver a whole additional Habitable Room, the remaining surplus shall be paid as a payment in lieu.

SCHEDULE 3 - BUILD TO RENT PROVISION AND COVENANT

1 RESIDENTIAL MANAGEMENT PLAN

1.1 The Owner shall:

- 1.1.1 submit the Residential Management Plan to the Council for its approval in writing prior to Occupation of any Residential Units;
- 1.1.2 not Occupy cause or permit Occupation of any Residential Unit unless and until the Residential Management Plan has been submitted to and approved by the Council in writing ("**Approved Residential Management Plan**");
- 1.1.3 manage the Residential Units in accordance with the Approved Residential Management Plan;
- 1.1.4 not Occupy cause or permit Occupation of the Residential Units except in accordance with the Approved Residential Management Plan; and
- 1.1.5 upon reasonable notice from the Council and no more frequently than every 6 (six) months from the date of first Occupation of the first Residential Unit provide to the Council such evidence as the Council reasonably requires to demonstrate the Owner's compliance with the Approved Residential Management Plan for Perpetuity (unless otherwise agreed with the Council in writing).

1.2 The requirement under paragraph 1.1 of this Schedule 3 to comply with the Approved Residential Management Plan shall cease to apply to any Build to Rent Housing Unit which is the subject of a Clawback Disposal PROVIDED THAT the Owner has paid the Clawback Amount in respect of that Build to Rent Housing Unit.

2 MARKETING AND LETTING SCHEME

2.1 The Owner shall (or procure that the Residential Manager shall):

2.1.1 no later than 6 (six) months prior to the earlier of:

- (a) Practical Completion; and/or
- (b) marketing of any Build to Rent Housing Units

submit to the Council a Marketing and Letting Scheme for its approval in writing; and

2.1.2 not commence marketing or Occupy cause or permit Occupation of any Build to Rent Housing Units unless and until the Marketing and Letting Scheme has been submitted to and approved by the Council in writing ("**Approved Marketing and Letting Scheme**").

2.2 The Owner shall (or procure that the Residential Manager shall) market the Build to Rent Housing Units in accordance with the Approved Marketing and Letting Scheme.

2.3 The Owner shall provide the Council with evidence of compliance with paragraph 2.2 of this Schedule 3 annually on the anniversary of the date of approval of the Approved Marketing and Letting Scheme for a period of at least 5 (five) years after the date the final Residential Unit or Co-Living Unit is Occupied and thereafter as requested by the Council.

3 BUILD TO RENT COVENANT

- 3.1 Subject to paragraph 3.10 of this Schedule 3, the Owner shall not cause or permit a Clawback Disposal unless and until the Clawback Amount has been paid to the Council.
- 3.2 Not less than 30 (thirty) Working Days before the anticipated date of a Clawback Disposal, the Owner shall give notice in writing to the Council of such Clawback Disposal including the following information:
- 3.2.1 the anticipated date of that Clawback Disposal;
 - 3.2.2 the Build to Rent Housing Units which are intended to be Disposed in that Clawback Disposal, and their size in square meters and the number of Habitable Rooms they contain;
 - 3.2.3 the Block in which the Build to Rent Housing Units which is intended to be Disposed in that Clawback Disposal is located;
 - 3.2.4 the amount of consideration to be paid under that Clawback Disposal for each Build to Rent Housing Unit which is intended to be Disposed (including documentary evidence);
 - 3.2.5 the Owner's calculation of the Clawback Amount;
 - 3.2.6 if known and subject to compliance with all data protection laws, the identity and address of the person(s) to whom the Build to Rent Housing Unit(s) in that Clawback Disposal are intended to be Disposed; and
 - 3.2.7 confirmation that the Disposal of the Build to Rent Housing Units is not a Fraudulent Transaction.
- 3.3 The Council shall assess the information submitted under paragraph 3.2 of this Schedule 3 to determine the Clawback Amount.
- 3.4 The Council may appoint an External Consultant to assess the information submitted under paragraphs 3.2 and 3.5 of this Schedule 3 and to determine the Clawback Amount.
- 3.5 If the Council or its External Consultant requests from the Owner further information or evidence to determine the Clawback Amount, the Owner shall provide any reasonably required information to the Council and/or the External Consultant (as applicable and with a copy to the other party) within 10 (ten) Working Days of receiving the relevant request and this process may be repeated until the Council and/or its External Consultant has all the information it reasonably requires to determine the Clawback Amount.
- 3.6 The Council shall notify the Owner in writing:
- 3.6.1 whether it agrees with the Owner's calculation of the Clawback Amount submitted pursuant to paragraph 3.2 of this Schedule 3; or
 - 3.6.2 the Council's calculation of the Clawback Amount if different from that of the Owner
- and shall use Reasonable Endeavours to do so no later than 20 (twenty) Working Days after receipt of the information submitted under paragraph 3.2 (or paragraph 3.5 if applicable) of this Schedule 3.
- 3.7 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the information submitted under paragraphs 3.2 and 3.5 of this Schedule 3 and in determining the Clawback Amount (including those of any External Consultant appointed under paragraph 3.4 of this Schedule 3) within 20 (twenty) Working Days of receipt of a written request for payment from the Council.

- 3.8 Following the Council's written notice of the Clawback Amount pursuant to paragraph 3.6 of this Schedule 3, the Owner may cause or permit a Clawback Disposal once it has paid to the Council the Clawback Amount confirmed in the Council's notice.
- 3.9 If the Owner disagrees with the Clawback Amount confirmed in the Council's notice given pursuant to paragraph 3.6 of this Schedule 3, then the Owner may refer the matter to an Expert under the dispute resolution provisions of clause 19 of this Deed.
- 3.10 In the event that:
- 3.10.1 the Owner refers the matter of calculating the Clawback Amount to an Expert under paragraph 3.9 of this Schedule 3; or
 - 3.10.2 the Council has not notified the Owner in writing of the Clawback Amount within 30 (thirty) Working Days of receipt of the information submitted under paragraph 3.2 (or paragraph 3.5 if applicable) of this Schedule 3
- then the Owner may cause or permit a Clawback Disposal once it has paid to the Council an amount that the Owner reasonably estimates to be the Clawback Amount ("**Estimated Clawback Amount**") subject to paragraph 3.11 of this Schedule 3.
- 3.11 If the Owner pays an Estimated Clawback Amount to the Council pursuant to paragraph 3.10 of this Schedule 3, then no later than 10 (ten) Working Days after the Council notifies the Owner in writing of the Clawback Amount (or no later than 10 (ten) Working Days after an Expert notifies the Council and the Owner of the Clawback Amount pursuant to clause 19 of this Deed):
- 3.11.1 the Owner shall pay to the Council the difference between the Clawback Amount and the Estimated Clawback Amount (unless the difference is less than or equal to 0 (zero)) together with Interest accrued on the difference from the date of the payment of the Estimated Clawback Amount to the date of payment of the difference; and
 - 3.11.2 if the Owner has overpaid, then the Council shall refund the sum overpaid to the Owner within 3 (three) months of the date the Council notifies the Owner in writing of the Clawback Amount (or an Expert notifies the parties of the Clawback Amount).
- 3.12 The Council shall use the Clawback Amount paid by the Owner to provide Affordable Housing outside of the Land but within the Council's administrative area.
- 3.13 The Owner shall promptly notify the Council in writing on completion of a Clawback Disposal.

SCHEDULE 4 – CO-LIVING UNITS

1 PRINCIPLES

- 1.1 The Tenure and Management Scheme shall be a single scheme for the management of all of the Co-Living Units which is in compliance with the following principles:
- 1.1.1 there must be management staff on site or within a 1 (one) mile radius of the Development with a prompt issue resolution system;
 - 1.1.2 the availability of the Co-Living Units is to be advertised on a recognised internet lettings listing or portal;
 - 1.1.3 the Operational Services are to be provided; and
 - 1.1.4 the Co-Living Units must be Occupied in accordance with the Tenancy Arrangements and any other principles specified in the Tenure and Management Scheme.

2 MANAGEMENT

- 2.1 The Development shall not be Occupied until the Tenure and Management Scheme has been submitted to and approved by the Council.
- 2.2 The Co-Living Units shall be Occupied solely in accordance with the approved Tenure and Management Scheme.
- 2.3 Prior to the first Occupation of the first Co-Living Unit, the Owner must appoint an Operational Service Provider.
- 2.4 Prior to the first Occupation of the first Co-Living Unit, the Owner must ensure that the Operational Services Provider has in place a complaints procedure that shall satisfactorily deal with any complaints about the Operational Services and/or the approved Tenure and Management Scheme or any other relevant complaints from Occupiers of the Co-Living Units.
- 2.5 Following the Council's approval of the Tenure and Management Scheme and for as long as any Co-Living Unit is Occupied, the Owner covenants with the Council:
- 2.5.1 to implement the approved Tenure and Management Scheme (including any variation thereof agreed in writing between the Council and the Owner) and provide all of the Operational Services for Perpetuity unless otherwise agreed in writing by the Council;
 - 2.5.2 to ensure that Occupation of the Co-Living Units complies with the Tenancy Arrangements unless otherwise agreed in writing by the Council;
 - 2.5.3 to retain an Operational Service Provider in Perpetuity;
 - 2.5.4 to provide the Council with written reports of the progress in complying with the Tenure and Management Scheme on an annual basis commencing 3 (three) months from the date of Occupation of the first Co-Living Unit; and
 - 2.5.5 to give effect to any reasonable comments from the Council regarding compliance with the approved Tenure and Management Scheme and with the terms of this Schedule within 1 (one) month of receipt of the Council's comments unless otherwise agreed in writing by the Council.
- 2.6 Prior to the first Occupation of each Co-Living Unit, and in the event of the appointment of a new Operational Service Provider, the Owner shall notify and provide to the Occupier of such Co-Living Unit in writing:

- 2.6.1 the name and contact details of the appointed Operational Service Provider; and
- 2.6.2 the Operational Service Provider's complaints procedure.

SCHEDULE 5 – EMPLOYMENT AND LOCAL PROCUREMENT

1 EMPLOYMENT AND TRAINING CONTRIBUTION

1.1 The Owner shall:

- 1.1.1 pay the Employment and Training Contribution to the Council prior to Commencement of Development; and
- 1.1.2 not Commence cause or permit Commencement of Development unless and until the Employment and Training Contribution has been paid to the Council.

2 EMPLOYMENT AND TRAINING PLAN

2.1 The Owner shall:

- 2.1.1 submit to and obtain the Council's written approval to the Employment and Training Plan prior to Commencement of Development;
- 2.1.2 not Commence cause or permit Commencement of Development unless and until the Employment and Training Plan has been submitted to and approved by the Council in writing ("**Approved Employment and Training Plan**");
- 2.1.3 implement the Approved Employment and Training Plan in accordance with the terms set out in the Approved Employment and Training Plan unless otherwise agreed in writing with the Council; and
- 2.1.4 monitor and review the delivery of the Approved Employment and Training Plan during the Construction Phase and provide sufficient auditable monitoring information to the reasonable satisfaction of the Council at 3 (three) monthly intervals from the date of Commencement of Development until the date of Practical Completion of the Development (unless otherwise agreed by the Council in writing).

2.2 If the Council notifies the Owner in writing that the targets set for delivery of any Apprenticeship, Progression into Employment and Work Experience posts (as the case may be) in the Approved Employment and Training Plan are not being met, the Owner shall as soon as reasonably practicable after receipt of the Council's written notice (but no later than 20 (twenty) Working Days from receipt of the notice) propose for the Council's written approval remedial measures that will be put in place to meet the relevant targets.

2.3 Where paragraph 2.2 of this Schedule 5 applies, the Owner shall implement the approved remedial measures in accordance with the timescales agreed by the Council in writing.

2.4 If the Owner fails to implement the remedial measures approved by the Council under paragraph 2.3 of this Schedule 5 (or if the remedial measures prove to be ineffective), the Owner shall pay the applicable part of the Employment and Training Remedial Contribution to the Council within 20 (twenty) Working Days of receipt of a written demand for payment from the Council.

2.5 Upon payment of the applicable part of the Employment and Training Remedial Contribution to the Council pursuant to paragraph 2.4 of this Schedule 5, the Owner shall be released from all obligations in this Schedule 5 relating to the post (or posts) in respect of which that part of the Employment and Training Remedial Contribution was paid to the Council.

3 LOCAL PROCUREMENT

3.1 The Owner shall:

- 3.1.1 submit to and obtain the Council's written approval to the Local Procurement Strategy prior to Commencement of Development;
- 3.1.2 not Commence cause or permit Commencement of Development unless and until the Local Procurement Strategy has been submitted to and approved by the Council in writing ("**Approved Local Procurement Strategy**");
- 3.1.3 implement the Approved Local Procurement Strategy strictly in accordance with the terms set out in the Approved Local Procurement Strategy unless otherwise agreed in writing with the Council; and
- 3.1.4 monitor and review the effectiveness of the Approved Local Procurement Strategy and provide sufficient monitoring auditable information to the reasonable satisfaction of the Council at 3 (three) monthly intervals from the date of Commencement of Development until the date of Practical Completion of the Development.

SCHEDULE 6 – CARBON EMISSIONS REDUCTION

1 CARBON OFFSET CONTRIBUTION

1.1 The Owner shall:

- 1.1.1 pay the Carbon Offset Contribution to the Council prior to Commencement of Development; and
- 1.1.2 not Commence cause or permit Commencement of Development unless and until the Carbon Offset Contribution has been paid to the Council.

1.2 The Owner shall:

- 1.2.1 submit to the Council for its written approval the As-Built Part L Calculations within 30 (thirty) Working Days of Practical Completion of the Development; and
- 1.2.2 not Occupy cause or permit Occupation of the Development unless and until the As-Built Part L Calculations have been submitted to and approved by the Council in writing.

1.3 In the event that the As-Built Part L Calculations approved by the Council pursuant to paragraph 1.2 of this Schedule 6 demonstrates that the Development has achieved less than the Carbon Dioxide Emissions Reduction Target (after on-site reductions and the Carbon Offset Contribution paid by the Owner have been taken into account), the Owner shall pay the Carbon Offset Top-Up Contribution to the Council within 20 (twenty) Working Days of the date the Council approved the As-Built Part L Calculations.

1.4 Where paragraph 1.3 of this this Schedule 6 applies, the Owner shall not Occupy or permit Occupation of the Development unless and until the Carbon Offset Top-Up Contribution has been paid to the Council.

SCHEDULE 7 – BE SEEN ENERGY MONITORING

1 ENERGY MONITORING

- 1.1 Prior to Occupation of each Block, the Owner shall:
- 1.1.1 provide updated accurate and verified "as-built" design estimates of the "Be Seen" energy performance indicators for each Reportable Unit within that Block, as per the methodology outlined in the "As-built stage" section of the GLA "Be Seen" energy monitoring guidance (or any document that may replace it); and
 - 1.1.2 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 document (or any document that may replace it).
- 1.2 On the first anniversary of first Occupation or following the end of the Defects Liability Period (whichever is the later) and at least for the following 4 (four) years after that date, the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators under each Reportable Unit of the Development as per the methodology outlined in the "In-use stage" section of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it).
- 1.3 The obligation at paragraph 1.2 will be satisfied after the Owner has reported on all relevant indicators included in the "In-use stage" chapter of the GLA "Be Seen" energy monitoring guidance document (or any document that may replace it) for at least 5 (five) years.
- 1.4 In the event that the "In-use stage" evidence submitted under paragraph 1.2 shows that the "As-built stage" performance estimates derived from paragraph 1.1 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" in-use stage reporting webform. An action plan comprising the measures identified pursuant to this paragraph 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 should be implemented by the Owner as soon as reasonably practicable.
- 1.5 All data and supporting evidence should be submitted to the GLA using the "Be Seen" as-built stage reporting webform (<https://www.london.gov.uk/programmes-strategies/planning/implementing-london-plan/london-plan-guidance/be-seen-energy-monitoring-guidance>).

SCHEDULE 8 - FUTURE DISTRICT HEATING NETWORK

1 FUTURE DISTRICT HEATING NETWORK

1.1 The Owner shall:

- 1.1.1 submit details of the DHN Route to the Council for its approval in writing prior to Commencement of Development;
- 1.1.2 not Commence cause or permit Commencement of Development unless and until the details of the DHN Route have been submitted to and approved by the Council in writing ("**Approved DHN Route Details**");
- 1.1.3 provide the DHN Route in accordance with the Approved DHN Route Details prior to Occupation of the Development;
- 1.1.4 not Occupy cause or permit Occupation of the Development unless and until the DHN Route has been provided in accordance with the Approved DHN Route Details; and
- 1.1.5 subject to paragraph 1.2 of this Schedule 8, retain the DHN Route provided pursuant to paragraphs 1.1.3 and 1.1.4 of this Schedule 8 for future connection to a District Heating Network for Perpetuity (unless otherwise agreed by the Council in writing).

1.2 In the event that a future District Heating Network is established, the Owner shall use Reasonable Endeavours to connect the Development to the District Heating Network through the DHN Route provided pursuant to paragraphs 1.1.3 and 1.1.4 of this Schedule 8 subject to the following:

- 1.2.1 such connection being on reasonable commercial terms and being financially and technically viable;
- 1.2.2 such connection will represent an improvement in the carbon emissions of the Development; and
- 1.2.3 all necessary additional consents and approvals being obtained.

SCHEDULE 9 – PLAY SPACE AND STREET TREE CONTRIBUTIONS

1 OFF-SITE PLAY SPACE CONTRIBUTION

1.1 The Owner shall:

1.1.1 pay the Off-Site Play Space Contribution to the Council 1 (one) month prior to Occupation of any part of the Development; and

1.1.2 not Occupy cause or permit Occupation of any part of the Development unless and until the Off-Site Play Space Contribution has been paid to the Council.

2 STREET TREE REPLACEMENT AND MAINTENANCE CONTRIBUTION

2.1 The Owner shall:

2.1.1 pay the Street Tree Replacement and Maintenance Contribution to the Council prior to Occupation of any part of the Development; and

2.1.2 not Occupy cause or permit Occupation of any part of the Development unless and until the Street Tree Replacement and Maintenance Contribution has been paid to the Council.

SCHEDULE 10 – HIGHWAY WORKS, CPZ AND CONTRIBUTIONS

1 HIGHWAY WORKS SPECIFICATION

1.1 The Owner shall:

- 1.1.1 submit to and obtain the Council's written approval to the Highway Works Specification prior to commencement of the Highway Works; and
- 1.1.2 not commence the Highway Works unless and until the Highway Works Specification has been submitted to and approved by the Council in writing ("**Approved Highway Works Specification**").

2 HIGHWAY AGREEMENT

2.1 The Owner shall:

- 2.1.1 enter into a Highway Agreement with the Council prior to commencement of the Highway Works; and
- 2.1.2 not commence the Highway Works unless and until it has entered a Highway Agreement with the Council.

3 CONSTRUCTION OF HIGHWAY WORKS

3.1 The Owner shall:

- 3.1.1 apply for and obtain all necessary statutory consents, approvals and authorisations (including third party and Statutory Undertaker consents if applicable) required for the purpose of carrying out the Highway Works;
- 3.1.2 carry out and complete the Highway Works in accordance with the Approved Highway Works Specification and the Highway Agreement entered with the Council under paragraph 2 of this Schedule 10 prior to Occupation of the Development; and
- 3.1.3 unless otherwise agreed by the Council in writing, not Occupy cause or permit Occupation of the Development unless and until the Highway Works have been carried out and completed in accordance with the Approved Highway Works Specification and the Highway Agreement entered with the Council under paragraph 2 of this Schedule 10.

4 CPZ CONTRIBUTION

4.1 The Owner shall:

- 4.1.1 pay the CPZ Review Contribution to the Council no later than 2 (two) months prior to Occupation of the Development; and
- 4.1.2 not Occupy the Development unless and until the CPZ Review Contribution has been paid to the Council.

4.2 In the event that a CPZ Review undertaken by the Council identifies increased on-street parking stress on public roads in the vicinity of the Development, the Owner shall pay the CPZ Implementation Contribution to the Council within 20 (twenty) Working Days of receipt of a written demand for payment from the Council.

5 PERMIT FREE RESTRICTIONS

5.1 The Owner covenants:

- 5.1.1 that prior to Occupation of a Residential Unit or Co-Living Unit, it shall inform the prospective Occupiers of that Residential Unit or Co-Living Unit that they shall not be eligible to apply to the Council for a Residents Parking Permit or Visitors Parking Permit for the purpose of parking a Motor Vehicle within a Parking Bay or within the CPZ (unless they are the holder of a Disabled Person's Badge);
- 5.1.2 that no Residential Unit or Co-Living Unit shall be Occupied by any Occupier who has at the date of the Occupation of that Residential Unit or Co-Living Unit a Residents Parking Permit or Visitors Parking Permit to park a Motor Vehicle in a Parking Bay or within a CPZ and any Occupier with an existing Residents Parking Permit or Visitors Parking Permit shall not Occupy such Residential Unit or Co-Living Unit without first having surrendered that Residents Parking Permit or Visitors Parking Permit to the Council (unless they are the holder of a Disabled Person's Badge);
- 5.1.3 not to knowingly permit any prospective Occupiers of any of the Residential Units or Co-Living Units to apply to the Council for a Residents Parking Permit or Visitors Parking Permit for the purpose of parking a Motor Vehicle within a Parking Bay or within the CPZ (unless they are the holder of a Disabled Person's Badge); and
- 5.1.4 to use Reasonable Endeavours to procure that any Residents Parking Permit or Visitors Parking Permit issued in error in respect of any of the Residential Units is surrendered to the Council within 5 (five) Working Days of a written request from the Council (excluding permits issued to the holder of a Disabled Person's Badge).
- 5.2 The Owner covenants that all material used for advertising or marketing the Residential Units or Co-Living Units to prospective Occupiers shall give notice to the prospective Occupiers that they will not be eligible to apply for a Residents Parking Permit or a Visitors Parking Permit to park a Motor Vehicle within a Parking Bay or within the CPZ (unless they are the holder of a Disabled Person's Badge).
- 5.3 The Owner shall procure that every agreement entered into for a lease (or sale if applicable) of any of the Residential Units or Co-Living Units contains the following covenant (or a covenant in similar form):
- "the Purchaser/Lessee/Occupier [insert details as appropriate] (and their successors in title) being the owner or lessee for the time being of the terms of years hereby granted covenant with the... [insert details as appropriate] and separately with the London Borough of Harrow not to:*
- use and/or occupy and/or permit the use and/or occupation of the residential unit/co-living unit by any person who has at the date they use and/or occupy the residential unit/co-living unit a residents parking permit or a visitors parking permit to park a motor vehicle in a parking bay within the London Borough of Harrow or a contract to park a motor vehicle within a controlled parking zone and any occupier with any such existing permit/contract shall not occupy the residential unit/co-living unit without having first surrendered that permit/contract (unless such person is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970); and*
- apply for nor knowingly permit an application to be made by any person residing in a residential unit/co-living unit for a residents parking permit or a visitors parking permit to park a motor vehicle in a parking bay within the London Borough of Harrow or a contract to park a motor vehicle within a controlled parking zone 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 PROVIDED ALWAYS that this covenant shall not apply to the holder of a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 subject to the Council's right to require proof of such entitlement."*
- 5.4 For the avoidance of doubt the provisions of paragraph 5 of this Schedule 10 shall apply to each new and subsequent Occupiers of any of the Residential Units or Co-Living Units.
- 5.5 The Owner acknowledges for itself and its successors in title to the Land that the provisions of paragraph 5 of this Schedule 10 shall remain in force in Perpetuity.

6 CAR CLUB CONTRIBUTION

6.1 The Owner shall:

6.1.1 pay the Car Club Contribution to the Council prior to Occupation of any part of the Development; and

6.1.2 not Occupy cause or permit Occupation of any part of the Development unless and until the Car Club Contribution has been paid to the Council.

7 BLUE BADGE CONTRIBUTION

7.1 The Owner shall:

7.1.1 pay the Blue Badge Contribution to the Council prior to Occupation of any part of the Development; and

7.1.2 not Occupy cause or permit Occupation of any part of the Development unless and until the Blue Badge Contribution has been paid to the Council.

8 BUS SERVICE CONTRIBUTION

8.1 The Owner shall:

8.1.1 pay the Bus Service Contribution to the Council prior to Occupation of the Development; and

8.1.2 not Occupy the Development unless and until the Bus Service Contribution has been paid to the Council.

SCHEDULE 11 – SUSTAINABLE TRANSPORT CONTRIBUTION

1 SUSTAINABLE TRANSPORT CONTRIBUTION

1.1 The Owner shall:

1.1.1 pay the Sustainable Transport Contribution to the Council no later than 12 (twelve) months prior to Occupation of the Development; and

1.1.2 not Occupy or permit Occupation of the Development unless and until the Sustainable Transport Contribution has been paid to the Council in accordance with paragraph 1.1.1.

SCHEDULE 12 – TRAVEL PLAN

Part 1

1 TRAVEL PLAN MONITORING CONTRIBUTION

1.1 The Owner shall:

- 1.1.1 pay the Travel Plan Monitoring Contribution to the Council prior to first Occupation of the Development; and
- 1.1.2 not Occupy cause or permit Occupation the Development unless and until the Travel Plan Monitoring Contribution has been paid to the Council.

2 TRAVEL PLAN CO-ORDINATOR

2.1 The Owner shall:

- 2.1.1 appoint a Travel Plan Co-ordinator no later than 3 (three) months prior to the date of first Occupation of the Development;
- 2.1.2 submit the name and contact details of the appointed Travel Plan Co-ordinator to the Council within 10 (ten) (10) Working Days of the date of appointment of the Travel Plan Co-ordinator;
- 2.1.3 not Occupy cause or permit Occupation of the Development unless and until a Travel Plan Co-ordinator has been appointed and the name and contact details of the appointed Travel Plan Co-ordinator have been submitted to the Council; and
- 2.1.4 notify the Council of any changes to the role or details of the appointed Travel Plan Co-ordinator within 5 (five) Working Days of the date the change occurs.

2.2 Unless otherwise agreed in writing by the Council, the Owner covenants that the role of the Travel Plan Co-ordinator shall remain in place until at least 5 (five) years after the final Residential Unit or Co-Living is Occupied (whichever is later).

3 TRAVEL PLAN

3.1 The Owner shall submit a Travel Plan to the Council for its approval no later than 3 (three) months prior to the date of first Occupation of the Development.

3.2 The Owner shall:

- 3.2.1 not Occupy cause or permit Occupation of the Development unless and until a Travel Plan has been approved by the Council;
- 3.2.2 undertake TRICS and iTRACE compliant surveys of Occupiers and visitors to the Land no later than 6 (six) months after the date of first Occupation of any of the Residential Units or no later than Occupation of 75% (seventy-five per cent) of the Residential Units and Co-Living Units (whichever occurs first);
- 3.2.3 undertake further monitoring surveys on the first, third and fifth anniversaries of the date the surveys in paragraph 3.2.2 of this Schedule 12 were first carried out; and
- 3.2.4 submit an updated Travel Plan to the Council incorporating the results of the surveys carried out under paragraph 3.2.2 of this Schedule 12 within 3 (three) months of conducting the respective surveys.

4 IMPLEMENTATION OF TRAVEL PLAN

- 4.1 From the date of first Occupation of the Development, the Owner covenants at its own cost to implement the approved Travel Plan or any updated Travel Plan (subject to any revisions approved by the Council as part of the review of the Travel Plan Monitoring Report) in accordance with the timescales set out in the approved Travel Plan and for a period of not less than 5 (five) years after the date the final Residential Unit or Co-Living Unit is Occupied (whichever is later) **PROVIDED ALWAYS THAT** if the Council considers in its reasonable opinion that the Travel Plan has not met its targets during that period, the period shall be extended for a further reasonable period (not exceeding a further 5 (five) years) to be agreed between the Council and the Owner (both acting reasonably).

5 MONITORING OF TRAVEL PLAN

- 5.1 The Owner shall, at its own cost, monitor the approved Travel Plan (or updated Travel Plan) and shall submit a Travel Plan Monitoring Report annually to the Council for its approval in writing for a period of at least 5 (five) years after the date the final Residential Unit or Co-Living Unit is Occupied (or such extended period agreed under paragraph 4.1 of this Schedule 12).
- 5.2 The Owner shall co-operate with the Council in such manner as the Council reasonably requires to verify the accuracy of any data used to assess the extent to which the Travel Plan Objectives have been achieved.

6 TRAVEL PLAN REMEDIAL FEE

- 6.1 The Owner shall:
- 6.1.1 pay the Travel Plan Remedial Fee to the Council prior to Occupation of the Development; and
 - 6.1.2 not Occupy cause or permit Occupation of any of the Residential Units unless and until the Travel Plan Remedial Fee has been paid to the Council.
- 6.2 If the Council notifies the Owner that the objectives and targets set out in the Travel Plan have not been met, the Owner shall as soon as reasonably practicable after receipt of the Council's written notice (but no later than 20 (twenty) Working Days from receipt of the notice) propose for the Council's written approval remedial measures that would be put in place to achieve those objectives and targets.
- 6.3 Where paragraph 6.2 of this Schedule 12 applies, the Owner shall implement the approved remedial measures in accordance with the timescales agreed by the Council in writing.
- 6.4 If the Owner fails to comply with the terms of the approved Travel Plan or fails to implement the remedial measures identified pursuant to paragraph 6.2 of this Schedule 12, the Council shall be entitled to deduct from the Travel Plan Remedial Fee any monies reasonably necessary to remedy the breach identified including any reasonable administrative costs and expenses incurred by the Council in remedying the breach.
- 6.5 Following submission of the final Travel Plan Monitoring Report by the Owner, the Council shall as soon as reasonably practicable refund any unspent amounts of the Travel Plan Remedial Fee to the Owner.

Part 2

7 TRAVEL PLAN OBJECTIVES

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

7.2 The Travel Plan shall outline measures designed to encourage Occupiers and visitors to 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 7.3 of this Schedule 12.

7.3 The Travel Plan is to meet the following objectives:

- 7.3.1 reduce parking on the road network adjoining the Land and the areas surrounding it;
- 7.3.2 reduce car dependency;
- 7.3.3 optimise car occupancy;
- 7.3.4 manage travel demand as efficiently as possible;
- 7.3.5 promote opportunities for access by non-car modes;
- 7.3.6 promote active travel as part of a healthy lifestyle, and gender equity in movement at all times of the day;
- 7.3.7 raise awareness of the impact of travel on the environment and the benefits of more sustainable forms of travel;
- 7.3.8 provide appropriate on-site facilities to encourage walking and use of bicycles;
- 7.3.9 ensure that the allocation of parking spaces (if applicable) is efficiently managed;
- 7.3.10 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;
- 7.3.11 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;
- 7.3.12 provide car sharing initiatives to be used as an effective way of minimising parking and improving environmental conditions; and
- 7.3.13 discourage car ownership by encouraging membership of a car club.

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

- 7.4.1 in single occupancy vehicles;
- 7.4.2 by travel mode;
- 7.4.3 by time of day; and
- 7.4.4 by duration of stay.

7.5 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.

SCHEDULE 13 – THE COUNCIL’S COVENANTS

1 USE AND REPAYMENT OF CONTRIBUTIONS

1.1 The Council covenants:

- 1.1.1 to use (or to have Committed for Expenditure) any financial contribution paid under this Deed only for the purposes specified in this Deed for which that contribution was paid;
- 1.1.2 subject to paragraph 1.2 of this Schedule 13, if the Council has not expended or Committed for Expenditure any part of the Contributions required to be paid under this Deed at the expiration of 10 (ten) years from the date the relevant contribution was paid, the Council shall, on receipt of a written request for refund from the Owner, repay the unspent or not Committed balance of the relevant contribution to the Owner together with any Interest accrued on that contribution (if applicable) within a period of 3 (three) months from the date of receipt of the written request for refund; and
- 1.1.3 if requested by the Owner (but not more than once each year), to provide the Owner with detailed evidence of the amount of the Contributions expended at that date and the purposes for which it has so incurred the expenditure.

1.2 The Council’s obligation to refund unspent balance of Contributions paid under paragraph 1.1.2 of this Schedule 13 shall not apply to the following Contributions:

- 1.2.1 Bus Service Contribution
- 1.2.2 Monitoring Contribution; and
- 1.2.3 Travel Plan Monitoring Contribution.

1.3 The Council covenants to transfer the Bus Service Contribution to TfL as soon as reasonably practicable after the date the Owner pays the Bus Service Contribution to the Council pursuant to paragraph 8 of Schedule 10 of this Deed and in any event no later than 60 (sixty) Working Days from such date.

In witness whereof the parties hereto have executed this Deed on the day and year first before written

EXECUTED (but not delivered until the date hereof) as a DEED by affixing the common seal of THE GREATER LONDON AUTHORITY in the presence of:



AUTHORISED SIGNATORY

Signature:

John Finlayson

Name (in block capitals):

JOHN FINLAYSON

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



Aberford

Authorised Officer

ANDREA BERESFORD - SENIOR LAWYER

158322

Executed as a deed by)
WHITBREAD GROUP PLC)
acting by its attorney)
in the presence of)

Paul Inman

Attorney: *PAUL INMAN*

Witness signature:

Julie Inman

Witness name:

JULIE INMAN

Witness address:

30 LAKESIDE ROAD

WIMBORNE WANTS OAK

Witness occupation:

RETIRED

APPENDIX 1 – DRAFT DECISION NOTICE

GREATER LONDON AUTHORITY

Good Growth

Nicola Forster
Director
Savills
33 Margaret Street
London
W1G 0JD

GLA Reference: GLA/2025/1007/S3
LBH Reference: PL/0378/25
Date: TBC March 2026

Dear Mrs. Forster,

Town & Country Planning Act 1990 (as amended); Planning (Listed Building and Conservation Areas) Act 1990; Greater London Authority Acts 1999 and 2007; Town & Country Planning (Mayor of London) Order 2008 and Town and Country Planning (Environmental Impact Assessment) Regulations 2017.

**GRANT OF PLANNING PERMISSION SUBJECT TO PLANNING CONDITIONS
AND SECTION 106 AGREEMENT DATED TBC April 2026**

The Deputy Mayor of London for Planning, Regeneration and the Fire Service, acting as the Local Planning Authority, hereby grants planning permission for the following development, in accordance with the terms of the above-mentioned application (which expression shall include the drawings and other documents submitted therewith):

Demolition of existing buildings and structures to provide four blocks with heights between 4 to 7 storeys, comprising 109 residential dwellings (Class C3) and 103 Co-living units (Sui generis) with a drinking establishment (Sui generis) on the ground floor, and landscaping, public realm improvements, car and cycle parking, servicing arrangements, plant, and associated works.

At: 134 Kenton Road, Harrow, London

Subject to the following planning conditions and informatives:

DEFINITIONS

Where in these conditions, the following defined terms shall have the following meanings:

“Above Ground (superstructure) works” – means works undertaken pursuant to this Planning Permission which are above ground level. For the avoidance of doubt, this excludes demolition, site clearance, and below ground works.

“Commencement of Development” – means commencement of the Development by the carrying out of a material operation as defined in section 56(4) of the 1990 Act but for the purpose of this Decision Notice, only excluding the following operations:

- a) ground investigations and/or site survey works;
- b) demolition works and site clearance;
- c) 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;
- d) construction of temporary boundary fencing or hoardings;
- e) temporary access construction works or diversion of highways;
- f) archaeological investigation;
- g) noise attenuation works; remediation works;
- h) evacuation works to adjust ground levels on site;
- i) temporary display of advertisements; and
- j) erection of temporary facilities for security, project offices and site welfare

“Development” – means the development approved pursuant to this Planning Permission

“Occupation” – means occupation of the Development (or a Block) 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 “Occupied” shall be construed accordingly.

CONDITIONS

1. Time limit

The development hereby permitted shall begin no later than three years from the date of this decision.

Reason: To comply with the requirements of Section 91 of the Town and Country Planning Act 1990 (as amended).

2. Approved Plans

The development shall be carried out in accordance with the approved drawings and documents listed in the Schedule to this decision notice.

Reason: For the avoidance of doubt and in the interest of proper planning.

3. Compliance with the Non-Road Mobile Machinery (NRMM) Low Emission Zone for London

- a) All Non-Road Mobile Machinery ('NRMM') of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent

guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the Local Planning Authority.

- b) An inventory of all Non-Road Mobile Machinery (NRMM) must be kept on site during the course of the demolition, site preparation and construction phases of the Development, and must be registered on the online register at <https://nrmm.london/>. All machinery should be regularly serviced and service logs kept on site for inspection. Records should be kept on site which details proof of emission limits for all equipment. This documentation should be made available to local authority officers as required until Development completion.

Reason: To manage and prevent further deterioration of existing low air quality across London in accordance with Policy CS1 of the Harrow Core Strategy (2012) and Policy SI1 of the London Plan (2021).

4. Recording of removed historic fabric prior to demolition

No development shall take place, including any demolition and site clearance works, until the Non-Designated Heritage Asset (the 1932 Travellers Rest) has been subject to a full photographic and textual recording to the standard indicated in the Historic England guidance document "Understanding Historic Buildings: A Guide to Good Recording Practice" (Historic England, May 2016). The recording shall be at Level 2 as described in Paragraph 5.3 and the record disseminated and published as described in Paragraphs 6.2 and 6.3 of that document. The work shall be undertaken by a specialist contractor approved by the Local Planning Authority and in accordance with a Written Scheme of Investigation submitted to and approved in writing by the Local Planning Authority. The completed record shall be submitted in writing to the Local Planning Authority, the Greater London Historic Environment Record and a local museum or other public depository and approved in writing by the Local Planning Authority prior to the Occupation of the Development. A record of receipt by the GLHER shall be submitted to the Local Planning Authority. The demolition of historic fabric shall not be carried out otherwise than in accordance with the recording thus approved.

Reason: To provide the opportunity to record the Non-Designated Heritage Asset before demolition work commences in accordance with Policy CS1 of and Policy HC1 of the London Plan (2021).

5. Landscaping

Prior to commencement of any Above Ground (superstructure) works, a landscaping scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include details of:

- a) Soft landscaping:
 - a. A planting plan;
 - b. A written specification (including cultivation and other operations associated with trees, plants and grass);
 - c. A schedule of plants and trees, setting out the species, sizes, numbers/densities and soil volume and soil type/quality;
 - d. All tree, shrub and hedge planting, included within the above scheme shall accord with BS3936:1992, BS4043:1989 and BS4428:1989 (or

- subsequent superseding equivalent) and current arboricultural best practice;
- e. A programme setting out how the plan will be put into practice including measures for protecting plants and trees for the operational phase of the Development;
- f. Detailed pit construction and planting methodology for all planting;
- g. Biodiversity mitigation and enhancements; and
- h. An updated urban greening table and plan demonstrating an Urban Greening Factor to be provided at a minimum of 0.40.

The new planting shall be carried out in the first planting and/or seeding season following the first Occupation of the buildings or the practical completion of the Development, whichever is the sooner. None of the new trees, plants or shrubs planted shall be lopped or topped within a period of five years from the completion of the Development.

Any trees, plants or shrubs, which, within a period of five years from the practical completion of the Development die, are removed, or become seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species to those originally planted.

b) Hard landscaping:

- a. Finished levels, materials, any signage, furniture/sitting areas and a maintenance plan to demonstrate how the hard landscaping features will be repaired/replaced (as appropriate) over time;
- b. All details of any fencing, gates, walls or other means of enclosure within the Development; and
- c. Street furniture, including (but not limited to) seating, bollards, and bins.

The landscaping scheme shall be installed prior to Occupation of the Development and shall be maintained thereafter in accordance with the maintenance plan hereby approved.

Reason: To ensure the provision of a high-quality landscaping scheme in the interest of ecological value and biodiversity of the site as well as visual amenities of the locality and the amenity of future occupiers of the development, in accordance with Policies DM2, DM12, DM20, DM22, DM27 of the Harrow Local Plan Development Management Policies (2013) and Policies D8, G5, G6 and G7 of the London Plan (2021).

6. Child play space equipment and maintenance

Prior to first Occupation of the Development, details of the child play space equipment and maintenance scheme shall be submitted to and approved in writing by the Local Planning Authority. The details must include:

- a) specification of all play equipment to be installed including provision for children with disabilities and special sensory needs;
- b) specification of the surface treatment within the play areas;
- c) arrangements for ensuring the safety and security of children using the play areas; and
- d) details of maintenance.

Reason: To ensure the provision of quality child play space that is attractive, safe and accessible in accordance with Policy DM28 of the Harrow Local Plan Development

Management Policies (2013) and Policy S4 of the London Plan (2021).

7. Permeable paving

Prior to commencement of any Above Ground (superstructure) works, full details of the permeable paving construction and details relating to the long-term maintenance and management of the on-site drainage shall be submitted to and approved in writing by the Local Planning Authority. Details thereby approved shall be retained thereafter.

Reason: To ensure that the development has adequate drainage facilities, to reduce and mitigate the effects of flood risk in accordance with Policy DM9 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 12 of the London Plan (2021).

8. Landscaping management and maintenance plan

Prior to first Occupation of the Development, a landscape and ecological management plan, including long-term design objectives, management responsibilities and maintenance schedules for all landscaped areas, shall be submitted to and approved in writing by the Local Planning Authority. The plan shall be carried out as approved for the life of the Development and any subsequent variations shall be agreed in writing by the Local Planning Authority. The management plan shall include the following elements:

- a) details of maintenance regimes;
- b) details of any new habitat created on-site;
- c) details of treatment of site boundaries; and
- d) details of management responsibilities.

Reason: To enhance the ecological interest of the site and to ensure that the ecological features and public realm are provided and maintained in a satisfactory manner in accordance with Policies DM2, DM12, DM20, DM22, DM27 of the Harrow Local Plan Development Management Policies (2013) and Policies D8, G5, G6 and G7 of the London Plan (2021).

9. Highway works

- a) Prior to the Commencement of Development, an existing condition survey of the carriageway and footway (surrounding the site on all adjacent roads and highways) to be undertaken in collaboration with the Council's Highways Maintenance team shall be submitted to and approved in writing by the Local Planning Authority.
- b) Within one month of the completion of all development works, including any highway works, a final condition survey shall be undertaken of the highway areas identified in the existing condition survey approved under (a) above in collaboration with the Council's Highways Maintenance team shall be submitted to and approved in writing by the Local Planning Authority.
- c) The developer shall ensure that any damage caused by the construction works and highlighted by the before-and-after surveys are addressed and the condition of the public highway is reinstated to the satisfaction of the Council's Highways Maintenance team in accordance with an associated Highway Agreement.

Reason: To ensure the construction works do not result in the deterioration of the

condition of the public highway along the site.

10. Commercial units – opening hours

The commercial uses (Use Class sui generis drinking establishment) shall only be open to the public between the hours of 11.00 to 23.00 (Monday to Saturday) and 12.00 to 22.00 (Sundays and Public Holidays) unless otherwise agreed in writing by the Local Planning Authority.

Reason: In the interest of safeguarding residential amenity in accordance with Policy DM35 of the Harrow Local Plan Development Management Policies (2013).

11. Extraction flue/ventilation

In the event the drinking establishment (sui generis) hereby approved is Occupied by a business that makes use of a commercial kitchen, details of the extract ventilation system and odour control equipment for the commercial kitchen, including all details of any external or internal ducting, should be submitted to and approved in writing by the Local Planning Authority.

The approved equipment shall be installed prior to the commencement of any use of the commercial kitchen and maintained in accordance with the manufacturer's instructions.

Reason: In the interest of safeguarding neighbour amenity and to ensure that an acceptable appearance of the development is maintained, in accordance with Policy DM35 of the Harrow Local Plan Development Management Policies (2013).

12. Land contamination

- a) Prior to Commencement of Development, a site investigation shall be conducted to consider the potential risk for contaminated land. An investigation and risk assessment report and shall be submitted to and approved in writing by the Local Planning Authority.
- b) If the approved investigation and risk assessment shows that remediation is necessary, a detailed remediation scheme for the Development to bring the site to a condition suitable for the intended use shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include all works to be undertaken, proposed remediation objectives, remediation criteria, timetable and site management procedures for the Development. The Development shall only take place in accordance with the details approved under part (a) above and this part (b), as necessary.
- c) If unexpected contamination is found after Development has Commenced, the Development must be halted on that part of the site affected by the unexpected contamination to the extent specified by the Local Planning Authority in writing. Before construction of the Development restarts at that part of the site, a risk assessment and remediation scheme shall be produced and submitted to and approved in writing by the Local Planning Authority. The relevant phase of the Development may only restart on that part of the site in accordance with the approved remediation scheme.

- d) Prior to first Occupation, a verification report that demonstrates the effectiveness of the works carried out pursuant to approved details in relation to parts (a), (b) and (c) above (if applicable) of this condition shall be submitted to and approved in writing by the Local Planning Authority. No Occupation or use of the Development shall take place until the report has been approved.

Reason: To ensure that contaminated land is properly treated and made safe and to safeguard the health and safety of the future occupants in accordance with Policy DM 15 of the Harrow Local Plan Development Management Policies (2013) and Policy D10 of the London Plan (2021).

13. Tree protection measures

Prior to Commencement of Development, tree protection measures in line with the submitted Arboricultural Impact Assessment (dated February 2025), shall be installed and no works shall be undertaken within the protected area. The protection measures shall be retained until completion of the phase of Development to which they relate.

Reason: To preserve the existing trees on the site in the interests of visual amenity and the character of the area in accordance with Policy DM22 of the Harrow Local Plan Development Management Policies (2013) and Policy G7 of the London Plan (2021).

14. Considerate Constructors Scheme

No development works shall take place, including site clearance and demolition, until the developer has joined the Considerate Constructors Scheme. All of the requirements of the Considerate Constructors Scheme shall be adhered to throughout the construction period of the Development.

Reason: To ensure that throughout the construction process, appropriate regard is given to protecting neighbouring amenity and the environment in accordance with Policy CS1 of the Harrow Core Strategy (2012)

15. Piling

Prior to Commencement of Development, a piling method statement (detailing the depth and type of any piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water) to demonstrate that there is no resultant unacceptable risk to groundwater. The Development shall be carried out in accordance with the approved details.

Reason: In order to prevent and minimise the potential for damage to subsurface water infrastructure in accordance with Policies DM9 and DM10 of the Harrow Local Plan Development Management Policies (2013).

16. Basement impact / groundwater flooding

Prior to commencement of any works below ground in respect of Block A, a detailed basement impact assessment shall be submitted to and approved in writing by the

Local Planning Authority, identifying existing groundwater levels, flows and fluctuations and, if appropriate, demonstrating that appropriate mitigation measures are integrated into the basement design to prevent groundwater flooding. The Development shall proceed in accordance with any approval given and any mitigation measures shall be retained and maintained in perpetuity.

Reason: To minimise the potential for the site to contribute to changes in groundwater conditions and any subsequent flooding in accordance with Policy DM9 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 12 of the London Plan (2021).

17. Demolition and Construction Environmental Management and Logistics Plan

Prior to Commencement of Development, a demolition and construction environmental management and logistics plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include details of:

- a) Demolition plans;
- b) The location of notice boards on the site to include details of the site manager, including contact details (phone, email, postal address) and 'out of hours' contact details;
- c) A strategy for the parking of vehicles of site operatives and visitors to minimise impacts on the surrounding roads;
- d) A strategy for the loading and unloading of plant and materials;
- e) A strategy for the storage of plant and materials used in constructing the Development;
- f) Details of the erection and maintenance of security hoarding including decorative displays and facilities for public viewing, where appropriate;
- g) Details of any means of protection of services such as pipes and water mains within the road;
- h) Details of days/hours of work and deliveries of construction materials and where necessary, how construction vehicles will be managed during the peak hours to minimise conflicts with other vehicles on site;
- i) Measures to be adopted to maintain the site in a tidy condition in terms of disposal/storage of rubbish, storage and unloading of building materials and similar construction activities;
- j) Measures to be adopted to ensure that pedestrian and cycle access past the site on the public footpaths is safe and not obstructed during construction works;
- k) Construction site lighting;
- l) A plan showing an indication of where the location of workers conveniences (e.g. toilets, showers), including cycle storage and changing facilities;
- m) Reasonable measures to be adopted, such as a restriction on the size of construction vehicles and machinery accessing the site, to minimise any potential damage occurring to adjacent streets throughout the construction period, surveys of condition of local streets and footways subject to large HGVs or delivery of larger plant;
- n) Location of vehicle and construction machinery access during the period of site works including identification of any works necessary to the public highway necessary to provide a means of access during the construction and/or operation of the Development;

- o) Numbers and timing of truck movements throughout the day and the proposed routes broken down by size of trucks;
- p) Vehicle holding areas;
- q) Construction traffic routes;
- r) Noise suppression measures;
- s) Procedures including wheel washing for controlling sediment runoff, dust and the removal of soil, debris and demolition and construction materials from public roads or places;
- t) Air quality mitigation measures (which shall accord with the recommendations set out within the Air Quality Assessment (January 2025));
- u) a construction management plan written in accordance with the "London Best Practice Guidance: The control of dust and emission from construction and demolition"; and
- v) Details to ensure suitable ecological protections and mitigations during the construction phase, including a protected species survey and a method statement detailing how any protected species will be protected during demolition and construction.

The Development hereby permitted shall only be carried out in accordance with the approved details.

Reason: To ensure the safe and efficient operation of the public transport network and to minimise the impact of construction logistics on the road network and on the local environment, in accordance with Policies DM43, DM44 of the Harrow Local Plan Development Management Policies (2013) and Policy T7 of the London Plan (2021).

18. Sustainable drainage

Prior to Commencement of Development, a detailed surface water drainage strategy shall be submitted to and approved in writing by the Local Planning Authority (in consultation with Thames Water), setting out the range of sustainable drainage measures to be implemented across this part of the site.

Reason: To minimise the potential of the site to contribute to surface water flooding in accordance with Policy DM10 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 13 of the London Plan (2021).

19. Foul water disposal

Prior to Commencement of Development, details of a foul water strategy shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be carried out in accordance with the details as so agreed and retained thereafter. The Development shall not be Occupied until the agreed strategy has been implemented.

Reason: To ensure that there would be adequate infrastructure in place for the disposal of foul water arising from the Development, and to ensure that the Development will be resistant and resilient to foul water flooding in accordance with Policy DM10 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 5 of the London Plan (2021).

20. Surface water disposal and attenuation

Prior to Commencement of Development details of works for the disposal of surface water, including surface water attenuation and storage shall be submitted to and approved in writing by the Local Planning Authority. For allowable discharge rates, the developer should contact Harrow Drainage Services at the earliest opportunity.

Reason: To minimise the risk of flooding, to protect water quality and to ensure acceptable surface water drainage in accordance with Policy DM10 of the Harrow Local Plan Development Management Policies (2013) and Policies SI 5, SI 13 of the London Plan (2021).

21. Air handling, ventilation systems and air source heat pumps

Prior to commencement of Above Ground (superstructure) works, full details and specifications of internal and external plant equipment associated with the air handling, ventilation systems, and air source heat pumps (or other such similar equipment), as well as details of mitigation and control of noise and vibration emanating from such systems shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the air handling, ventilation systems and air source heat pumps and any necessary mitigation or insulation measures shall be implemented prior to first Occupation of the Development and maintained in full thereafter.

Compliance with the approved details shall be thereafter retained, unless otherwise agreed in writing with the Local Planning Authority in accordance with Policy DM12 of the Harrow Local Plan Development Management Policies (2013).

Reason: To safeguard the amenities of future occupants and neighbouring residents.

22. External materials and details

Prior to commencement of Above Ground (superstructure) works a full schedule of all external facing materials (along with material sample boards and/or full-size mock-ups where so required by the Local Planning Authority), shall be submitted to and approved in writing by the Local Planning Authority. The details submitted shall include:

- a) Detailed elevational treatment;
- b) Detailing of roof and parapet treatment;
- c) Windows and doors (including plan, elevation and section drawings
- d) indicating jamb, head, sill, reveal and surrounds of all external windows and doors at a scale of 1:10);
- e) Details of entrances and porches (at a scale of 1:10);
- f) Details and locations of down pipes, rainwater pipes or foul pipes and all external vents;
- g) Details of balustrading;
- h) Facing brickwork, external facing materials, cladding materials and finishes and glazing: sample panels of proposed materials to be used showing the colour, texture, pointing, bond, mortar, and brickwork detailing shall be provided;
- i) Details of cycle, refuse enclosures and plant room, and any other external materials to be used;
- j) Plans of ground floor entrance cores and entrance-door thresholds at 1:20 and elevations of entrance doors at 1:20;

- k) Sectional and elevational drawings at 1:20 of junctions between different external materials, balconies, parapets to roofs, roof terraces and roofs of cores;

The works shall be carried out in accordance with the approved details and shall be retained thereafter for the lifetime of the Development.

Reason: To ensure a satisfactory external appearance of the Development and that high quality materials and finishes are used in accordance with Policy DM1 of the Harrow Local Plan Development Management Policies (2013) and Policies D3 and D4 of the London Plan (2021).

23. External Design of Drinking establishment

Prior to the commencement of Above Ground (superstructure) works, details of the exterior of the non-residential ground floor frontages shall be submitted to and approved in writing by the Local Planning Authority. Such details shall include but not be limited to:

- a) windows, doors, shop fronts and glazing systems, including colour samples; and
- b) details of where advertisements would be applied, notwithstanding that the advertisements themselves may require separate advertisement consent.

At least 50% of the area of the windows of the non-residential frontages shall be kept free from anything that would obscure views through the window, including but not limited to applied lettering and screens, posters, screens set behind the windows. The works shall be carried out in accordance with the approved details unless otherwise approved in writing by the Local Planning Authority.

Reason: To ensure a satisfactory development which does not prejudice the amenity of the locality and to ensure the non-residential elements provide an active frontage in the interests of natural surveillance and the viability and vitality of the area in accordance with Policies DM1 and DM4 of the Harrow Local Plan Development Management Policies (2013).

24. Boundary treatment

Prior to first Occupation, details of a boundary treatment plan shall be submitted to and approved in writing by the Local Planning Authority. The plan and details shall include (but is not limited to) the positions, design, materials, manufacturer's specifications, photos of samples (and samples to be provided on site if requested), and type of boundary treatment, to be constructed for:

- a) The apartment blocks; and
- b) The perimeter of the overall site and all other boundary treatments including (but not limited to) any public/communal spaces within the site not considered to be part of the apartment block demise.

The boundary treatment shall be completed before the Development is Occupied. The Development shall be carried out in accordance with the approved details and shall thereafter be retained.

Reason: To safeguard the amenity of neighbouring residents and the character of the locality in accordance with Policy DM1 of the Harrow Local Plan Development Management Policies (2013) and Policy D4 of the London Plan.

25. Wind mitigation measures

Prior to first Occupation of the Development, a report confirming implementation of all wind mitigation measures as described in the Pedestrian Level Wind Microclimate Assessment report (dated February 2025) shall be submitted to and approved in writing by the Local Planning Authority.

The Development shall be carried out in accordance with the approved details and shall thereafter be retained.

Reason: In order to prevent adverse impact on wind microclimate and to safeguard residential amenity in accordance with Policy DM1 of the Harrow Local Plan Development Management Policies (2013) and Policy D8 of the London Plan.

26. External lighting

Prior to first Occupation and prior to the installation of any external lighting (whichever is sooner), a lighting strategy shall be submitted to and approved in writing by the Local Planning Authority. This shall include, but is not limited to, details of all external lighting, including location, specification, fixture and fittings, measures to reduce light spillage, luminance levels within and adjoining the site, as well as ecological sensitivity measures that form a part of the lighting strategy, a lux plan indicating light spill over all ecological sensitive receptors (where applicable), and the maintenance of such external lighting.

The approved external lighting shall be installed and operational prior to first Occupation of any part of the Development and shall be retained and kept operational as such thereafter.

Reason: In the interests of securing sustainable development, the safety of Occupiers of and visitors to the Development and safeguarding surrounding residential amenity in accordance with Policy DM1 of the Harrow Local Plan Development Management Policies (2013) and Policy D8 of the London Plan.

27. Digital connectivity

Prior to commencement of Above Ground (superstructure) works, detailed plans shall be submitted to and approved in writing by the Local Planning Authority demonstrating the provision of sufficient ducting space for full fibre connectivity infrastructure within the Development. The Development shall be carried out in accordance with these plans thereafter and maintained as such in perpetuity.

Reason: To provide high quality digital connectivity infrastructure to contribute to London's global competitiveness in accordance with Policy DM49 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 6 of the London Plan.

28. Ecological enhancements

- a) Prior to Commencement of Development, full details of the proposed ecological enhancements shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented prior to first Occupation of the Development and thereafter retained and maintained.

- b) Prior to first Occupation of the Development hereby approved, submission of a biodiversity net gain verification report shall be submitted to and approved in writing by the Local Planning Authority.
- c) Prior to first Occupation of the Development hereby permitted, evidence shall be submitted to and approved in writing by the Local Planning Authority to demonstrate that the stated Urban Greening Factor of at least 0.4 has been achieved.

Reason: In the interests of managing the impacts on biodiversity and to ensure the Development provides the maximum possible provision towards creation of habitats and valuable areas for biodiversity in accordance with Policy DM21 of the Harrow Local Plan Development Management Policies (2013) and Policies G5 and G6 of the London Plan.

29. Details of sustainable roofs

Prior to Commencement of Development, details of the proposed green / blue roof(s) shall be submitted to and approved in writing by the Local Planning Authority.

Feasibility information regarding the inclusion of an integrated rainwater harvesting system, or any such system, that enables rainwater to be harvested for use within the Development should be included in the submission documents.

Any planting forming part of the green roof, which, within a period of five years from the practical completion of the Development dies, is removed, or becomes seriously damaged or diseased, shall be replaced in the next planting season with others of a similar size and species to those originally planted. The green/blue roof shall be implemented in accordance with the approved detail and maintained for the life of the Development.

Reason: To ensure adequate sustainable drainage of the site, in accordance with Policy DM10 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 13 of the London Plan (2021).

30. Overheating

Prior to Commencement of Development a final overheating mitigation strategy shall be submitted to and approved in writing by the Local Planning Authority. The strategy shall confirm that the recommended mitigation measures, as set out in the submitted Overheating Assessment (February 2025) and any other future mitigations considered necessary, will be implemented to manage heat risk. The strategy shall also include an investigation into further passive measures to show compliance with the openable window scenario (of Blocks B, C and D). This should seek to achieve 100% compliance in all zones with windows assumed to be open.

The Development shall be carried out in accordance with the approved strategy, unless otherwise agreed in writing by the Local Planning Authority.

Reason: To manage heat risk to ensure that suitable living conditions are achieved within the Development and that the buildings do not overheat in accordance with Policy DM 12 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 4 of the London Plan (2021).

31. Secured by Design

Prior to Commencement of Development, details of the security measures incorporated

into the scheme to minimise the risk of crime and to meet the specific security needs of the Development, in accordance with the principles and objectives of Secured by Design, to enable design accreditation to silver award, shall be submitted to and approved in writing by the Local Planning Authority.

The Development shall be implemented in accordance with the approved details prior to first Occupation and maintained for the life of the Development.

Reason: To ensure that the Development maintains and enhances community safety in accordance with Policy DM 2 of the Harrow Local Plan Development Management Policies (2013) and Policy D11 of the London Plan (2021).

32. Cycle storage and access

Prior to commencement of Above Ground (superstructure) works, scaled drawings with details of the location and dimensions of secure and covered cycle parking facilities shall be submitted to and approved in writing by the Local Planning Authority. The cycle parking details shall demonstrate compliance with the relevant standards in Policy T5 of the London Plan (2021) and the London Cycling Design Standards.

- a) Prior to first Occupation of the Development, details of short-stay cycle parking shall be submitted to and approved in writing by the Local Planning Authority. The information submitted shall demonstrate:
- i. Compliance with the London Plan and the London Cycling Design Standards;
 - ii. That Sheffield stands at standard spacing is maximised; and
 - iii. Maximisation of standalone Sheffield stands.

The cycle parking thereby approved shall be installed prior to the first Occupation of the Development and shall be retained and not used for any other purpose and maintained in good working order for the lifetime of the Development.

Reason: In order to provide adequate cycle parking at the site in the interest of promoting travel by sustainable modes of transport in accordance with Policy T5 of the London Plan (2021).

33. Waste and recycling management plan

Prior to first Occupation of the Development, a detailed waste and recycling management plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include the following (but is not limited to):

- a) Details of storage of refuse and recycling means of enclosure, storage and collection of waste within the Development;
- b) Management of refuse vehicle access to avoid adverse impact on the highway;
- c) Details of commercial waste storage and collection, including internal transfer arrangements;
- d) Residential waste and recycling arrangements, including arrangements for bin rotation and access; and
- e) Updated refuse storage and layout plans, to include locations for bulky waste to meet the operational needs of the Development.

The approved details shall be implemented in full before first Occupation of the Development and the Development shall operate in accordance with the approved plan

at all times.

Reason: In order to protect residential amenity and ensure provision of adequate waste and recycling measures in accordance with Policy DM 45 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 7 of the London Plan (2021).

34. Parking Design and Management Plan (PDMP)

Prior to first Occupation, a parking design and management plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include, but not be limited to, the following details:

- a) Site layout and allocation of the disabled persons parking;
- b) Disabled persons parking spaces designed in accordance with regulation;
- c) The allocation of further disabled persons parking spaces when required, including the process to adapt the rain garden to 2 additional disabled persons parking spaces; and
- d) Monitoring and review of the disabled persons parking spaces, including mechanisms to monitor usage and address misuse.

The approved plan shall be implemented prior to the first Occupation of the Development and maintained thereafter for the lifetime of the Development.

Reason: To ensure safe, accessible, and appropriately managed parking provision for all users in accordance with Policy DM 42 of the Harrow Local Plan Development Management Policies (2013) and Policy T6 of the London Plan (2021).

35. Electric vehicle charging points

Prior to the Occupation of the Development hereby approved, details of the proposed electric vehicle charging points ('EVCPs'), including details of how they will be managed, shall be submitted to and approved in writing by the Local Planning Authority. The approved EVCPs shall be installed prior to Occupation and shall be retained and kept operational in accordance with the approved details thereafter.

Reason: In the interests of encouraging sustainable modes of transport in accordance with Policy T6.1 of the London Plan (2021).

36. Fire strategy (Part A)

Notwithstanding the submitted Planning Gateway One Fire Statement to support the planning application, prior to commencement of Above Ground (superstructure) works, a construction fire strategy shall be submitted to and approved by the Local Planning Authority, to include:

- a) details of access for firefighting personnel and equipment;
- b) that there is sufficient firefighting water supply; and
- c) details of the evacuation strategy and assembly points in the event of a fire, should be provided to and approved in writing by the Local Planning Authority.

The Development shall be completed in accordance with the approved details.

Reason: To ensure that the fire safety of the proposed building is managed in a

satisfactory manner and that the Development contributes to fire safety in accordance with Policy D12 of the London Plan (2021).

37. Fire strategy (Part B)

Prior to the first Occupation of each building of the Development hereby approved, an updated fire strategy shall be submitted to and approved in writing by the Local Planning Authority. The Development shall be Occupied in accordance with the approved updated fire strategy.

Reason: To ensure that the fire safety of the proposed building is managed in a satisfactory manner and that the Development contributes to fire safety in accordance with Policy D12 of the London Plan (2021).

38. Sustainability Measures

- a) The Development shall be carried out in accordance with the approved Energy Strategy Report (dated February 2025 and updated in January 2026) and Sustainability Statement (dated February 2025). The energy efficiency and sustainability measures set out therein shall be completed prior to the first Occupation of the Development and retained for its lifetime.
- b) The Development shall not be Occupied until a post completion verification report has first been submitted to and approved in writing by the Local Planning Authority to confirm that the above minimum standards have been achieved and that all of the approved energy efficiency and sustainability measures have been implemented. The report shall also include an updated Be Lean assessment for the non-domestic element of the scheme, showing the Be Lean saving have been maximised (as close to the 15% target as possible).
- c) Water consumption for the BTR units of the Development hereby approved must be restricted to be less than 105 l/p/d (excluding allowance of up to 5 litres for external water consumption), in line with the optional standard in Part G of the Building Regulations and through the water fittings approach.
- d) Water consumption for the co-living units and drinking establishment) of the Development hereby approved shall achieve at least the BREEAM excellent standard for the 'Wat 01' water category.
- e) Prior to first Occupation of any dwelling, the developer shall submit to and obtain written approval from the Local Planning Authority of a Water Efficiency Statement. This statement shall include:
 - i. A schedule of all proposed water fittings (e.g. taps, showers, toilets, appliances), including their specified flow rates or capacities;
 - ii. Manufacturer specifications confirming the water consumption rates of each fitting, demonstrating that all fittings comply with the requirements of the fittings approach under Part G; and
 - iii. Details of water reuse systems proposed, including but not limited to:
 - a. Storage capacity and treatment methods;
 - b. Intended uses (e.g. toilet flushing, irrigation); and
 - c. Estimated contribution to reducing potable water demand.

Reason: To ensure the Development minimises the operational carbon dioxide

emissions, mitigates overheating risk, achieves efficient water management and sustainable design in accordance with Policy DM 10, DM 12 of the Harrow Local Plan Development Management Policies (2013) and Policy SI 3 and SI 5 of the London Plan (2021).

39. Accessible units

Part A – Built to Rent (BTR) units

- a) A minimum of 10% of the BTR units hereby permitted shall be constructed to Building Regulation requirement M4(3)(2)(a) or M4(3)(2)(b).
- b) Any BTR units within the Development hereby permitted that are not constructed to Building Regulation requirement M4(3) shall be built to Building Regulation requirement M4(2): 'Accessible and adaptable dwellings'.
- c) Prior to commencement of Above Ground (superstructure) works, detailed plans demonstrating compliance with M4(2) and M4(3), along with details confirming the number, location, and layout of wheelchair user units shall be submitted to and approved in writing by the Local Planning Authority.
- d) No BTR unit hereby permitted shall be Occupied until evidence to demonstrate that the wheelchair user units have been built to Building Regulation requirement M4(3) and that the requisite units have been built to Building Regulation requirement M4(2) has been submitted and approved in writing by the Local Planning Authority.

Part B – Co-living units

- a) A minimum of 10% of the co-living units hereby permitted shall be constructed to Building Regulation requirement M4(3)(2)(a) or M4(3)(2)(b). Accessible units meeting Building Regulations requirements M4(3)(2)(b) should be distributed to the most convenient locations within the Development, and in proximity to the communal accessible kitchen(s) and other shared amenity spaces.
- b) Prior to commencement of Above Ground (superstructure) works, detailed plans demonstrating compliance with M4(3), along with details confirming the number, location, and layout of wheelchair user units shall be submitted to and approved in writing by the Local Planning Authority.
- c) No co-living unit hereby permitted shall be Occupied until evidence to demonstrate that the wheelchair user units have been built to Building Regulation requirement M4(3) and that the requisite units have been built to Building Regulation requirement M4(2) has been submitted and approved in writing by the Local Planning Authority.

Reason: To ensure the adequate provision of accessible and adaptable units and step-free access in accordance with Policy CS1 of the Core Strategy (2012) and Policy D7 of the London Plan (2021).

40. Accessible units (Class C3)

Prior to first Occupation of the Development, details of the affordable accommodation within the fully wheelchair accessible units (Class C3) meeting Building Regulation requirement M4(3)(2)(b) shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to ensure the delivery of appropriate inclusive accommodation in accordance with Policy CS1 of the Core Strategy (2012) and Policy D7 of the London Plan (2021).

41. Whole Life-Cycle Carbon Post Construction Monitoring

Within three months of practical completion of the Development, the post-construction tab of the GLA's Whole Life-Cycle Carbon Assessment template should be completed in line with the GLA's Whole Life-Cycle Carbon Assessment Guidance. Together with any supporting information, it should be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of sustainable development and to maximise on-site carbon dioxide savings in accordance with Policy SI 2 of the London Plan (2021).

42. Circular economy

Within three months of practical completion of the Development, a post-construction monitoring report should be completed in line with the GLA's Circular Economy Statement Guidance. The report should be submitted to and approved in writing by the Local Planning Authority.

Reason: In order to maximise the re-use of materials and in the interests of sustainable waste management in accordance with Policy SI 7 of the London Plan (2021).

43. Noise attenuation measures and plant noise

- a) Prior to the installation of any mechanical plant/equipment, a detailed acoustic report shall be submitted to and approved in writing by the Local Planning Authority. The rated noise levels from all plant and ancillary equipment shall be 10dB(A) below the measured background noise level and all glazing should achieve a rating of Rw 50 dB as set out in the Noise and Vibration impact assessment (dated February 2025).
- b) The BTR and co-living units hereby approved shall be designed to provide sound insulation against external noise and vibration, to achieve levels not exceeding 30dB LAeq (night) and 45dB L_{Amax} for bedrooms, 35dB LAeq (day) for other habitable rooms, with windows shut and other means of ventilation provided. The evaluation of human exposure to vibration within the buildings shall not exceed the vibration dose values criteria 'Low probability of adverse comment' as defined by BS6472.
- c) Prior to commencement of Above Ground (superstructure) works, details of a sound and vibration insulation scheme for the BTR and co-living units in compliance with part b) of this condition and details of a Mechanical Ventilation and Heat Recovery (MVHR) system for the relevant buildings (capable of overcoming thermal overheating as defined in Approved document Part L1A) shall be submitted to and approved in writing by the Local Planning Authority.
- d) Prior to first Occupation of the BTR and co-living units the sound and vibration scheme shall be fully implemented (including the installation of the approved MVHR systems). The sound and vibration insulation scheme shall be permanently

maintained in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the Development does not prejudice the amenities enjoyed by occupiers of properties within the Development and in the vicinity in accordance with Policy DM 1 and DM 12 of the Harrow Local Plan Development Management Policies (2013).

44. Noise Insulation (Drinking establishment)

Prior to commencement of Above Ground (superstructure) works, details of sound insulation measures of the separating floor between the drinking establishment and the co-living units, to meet the standards of Building Regulations Approved Document E, shall be submitted to and approved in writing by the Local Planning Authority. The approved noise attenuation measures shall be fully implemented prior to the first Occupation of the Development and retained thereafter.

Reason: To obtain required sound insulation and prevent noise nuisance in the interest of the amenity of future occupants in accordance with Policy DM 1 and DM 12 of the Harrow Local Plan Development Management Policies (2013).

45. Women's Night Safety Charter

Prior to first Occupation, evidence confirming that the operators of the drinking establishment and co-living units have signed up to the Mayor of London's Women's Night Safety Charter ('WNSC'), shall be submitted to and approved in writing to the Local Planning Authority. The commitment to the pledges set out in the WNSC shall be retained and maintained thereafter.

Reason: To provide a safe, secure and inclusive environment where all women feel confident and welcome at night in accordance with Policies D3, D5 and D11 of the London Plan (2021).

INFORMATIVES

1. Considerate Contractor Code of Practice

The developer's attention is drawn to the requirements in the Considerate Contractor Code of Practice, in the interests of minimising any adverse effects arising from building operations, and in particular the limitations on hours of working.

2. Liability for Damage to Highway

The developer is advised to ensure that the highway is not interfered with or obstructed at any time during the execution of any works on land adjacent to a highway. The developer is liable for any damage caused to any footway, footpath, grass verge, vehicle crossing, carriageway or highway asset. Please report any damage to nrswa@harrow.gov.uk or telephone 020 8424 1884 where assistance with the repair of the damage is available, at the developers' expense. Failure to report any damage could result in a charge being levied against the property.

3. Sustainable Drainage Systems

The developer is advised that surface water run-off should be controlled as near to its source as possible through a sustainable drainage approach to surface water management (SUDS). SUDS are an approach to managing surface water run-off which seeks to mimic natural drainage systems and retain water on or near the site as opposed to traditional drainage approaches which involve piping water off site as quickly as possible.

SUDS involve a range of techniques including soakaways, infiltration trenches, permeable pavements, grassed swales, ponds and wetlands. SUDS offer significant advantages over conventional piped drainage systems in reducing flood risk by attenuating the rate and quantity of surface water run-off from a site, promoting groundwater recharge, and improving water quality and amenity.

Where the intention is to use soak ways they should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365.

Support for the SUDS approach to managing surface water run-off is set out in the National Planning Policy Framework (NPPF) and its accompanying technical guidance, as well as the London Plan. Specifically, the NPPF (2023) gives priority to the use of sustainable drainage systems in the management of residual flood risk and the technical guidance confirms that the use of such systems is a policy aim in all flood zones. The London Plan requires development to utilise sustainable drainage systems unless there are practical reasons for not doing so. Sustainable drainage systems cover the whole range of sustainable approaches to surface drainage management. They are designed to control surface water run-off close to where it falls and mimic natural drainage as closely as possible. Therefore, almost any development should be able to include a sustainable drainage scheme based on these principles. The developer can contact Harrow Drainage Section for further information.

4. Foul Water disposal

To ensure that the necessary construction and design criteria for the Development follow approved conditions, the developer should contact Thames Water Utilities Limited and the Harrow Infrastructure Team at the earliest opportunity.

5. Surface water disposal

For allowable discharge rates, the developer should contact Harrow Drainage Services at the earliest opportunity.

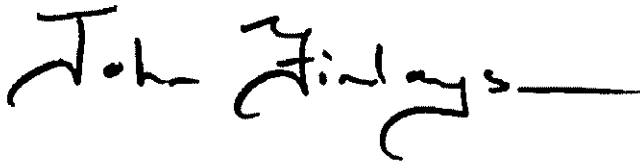
6. Network Rail

The developer is to ensure that the proposal meets with the requirements (in addition to any planning consent) of Network Rail's Asset Protection team and Network Rail's Property Services team who are managing this proposal to ensure the development does not impact the safe operation & integrity of the railway both during construction and as a permanent arrangement

Statement of positive and proactive action in dealing with the application

In dealing with this application, the Deputy Mayor for Planning, Regeneration and the Fire Service acting as the Local Planning Authority, has expeditiously considered the application against all relevant national, regional and local planning policy; and has decided to grant planning permission in accordance with the recommendation in GLA Representation Hearing report and update report GLA/2025/0491.

The Deputy Mayor for Planning, Regeneration and the Fire Service has, therefore, worked in a positive, proactive and creative manner in relation to dealing with this planning application in accordance with the Town and Country Planning (Development Management Procedure) (England) (Amendment No. 2) Order 2015 and paragraph 39 of the National Planning Policy Framework. The proposal is considered to be a sustainable form of development and so complies with the provisions of the National Planning Policy Framework.



John Finlayson
Head of Development Management

Notes:

This is a planning permission only. It does not convey any approval or consent that may be required under Building Regulations or any other enactment.

Schedule of approved drawing numbers and documents

Schedule of approved plans and documents
Drawings
Proposed GA Basement Level 23018-P1-109-Rev2
Proposed GA Level L00 Lower Ground Floor 23018-P1-110-Rev4
Proposed GA Level L01 Ground Floor 23018-P1-111-Rev4
Proposed GA Level L02 23018-P1-112-Rev3
Proposed GA Level L03 23018-P1-113-Rev3
Proposed GA Level L04 23018-P1-114-Rev3
Proposed GA Level L05 23018-P1-115-Rev3
Proposed GA Level L06 23018-P1-116-Rev3
Proposed GA Roof Plan 23018-P1-117-Rev2
Proposed Site Sections A and B 23018-P2-200-Rev2
Proposed Site Sections C and D 23018-P2-201-Rev2
Proposed Street Elevations 23018-P3-200-Rev2
Sitewide Roof Plan Landscape Render 3295.MA.900_P04
General Arrangement Plan, Lower Ground Floor 3295.MA.1000_P05
Proposed Level LB Basement Plan Blocks A & B 23018-P1-200-Rev2
Proposed Level L00 Lower Ground Floor Blocks A & B 23018-P1-202-Rev2
Proposed Level L00 Lower Ground Floor Blocks C & D 23018-P1-203-Rev4
Proposed Level L01 Ground Floor Blocks A & B 23018-P1-204-Rev2
Proposed Level L01 Ground Floor Blocks C & D 23018-P1-205-Rev4
Proposed Level L02 Blocks A & B 23018-P1-206-Rev2
Proposed Level L02 Blocks C & D 23018-P1-207-Rev2
Proposed Level L03 Blocks A & B 23018-P1-208-Rev2
Proposed Level L03 Blocks C & D 23018-P1-209-Rev2
Proposed Level L04 Blocks A & B 23018-P1-210-Rev2
Proposed Level L04 Blocks C & D 23018-P1-211-Rev2
Proposed Level L05 Blocks A & B 23018-P1-212-Rev2
Proposed Level L05 Blocks C & D 23018-P1-213-Rev2
Proposed Level L06 Blocks A & B 23018-P1-214-Rev2
Proposed Level L07 Blocks A & B 23018-P1-216-Rev2
General Arrangement Plan, Roof Terraces 3295.MA.1100
Proposed Sections / Courtyard Elevations, Blocks B and C 23018-P2-100-Rev2
Proposed Sections / Courtyard Elevations, Blocks C and D 23018-P2-101-Rev2
Block A, Proposed Kenton Road Elevation 23018-P3-100-Rev2
Block A, Proposed Carlton Avenue Elevation 23018-P3-101-Rev2
Block A, Proposed Courtyard Elevation 23018-P3-102-Rev2
Block A, Proposed Railway Elevation 23018-P3-103-Rev2
Block B, Proposed Courtyard Elevation 23018-P3-104-Rev2
Blocks B and C, Proposed Carlton Avenue Elevation 23018-P3-105-Rev2
Block D, Carlton Avenue Elevation 23018-P3-106-Rev2
Blocks B and C, Proposed Railway Elevation 23018-P3-107-Rev2
Block D, Proposed Railway Elevation 23018-P3-108-Rev2
Block D, Proposed Side Elevation 23018-P3-109-Rev2
Bay Study - Kenton Road Façade (Type A) 23018-P4-100-Rev2

Bay Study - BTR Facade (Type B) 23018-P4-101-Rev2
Bay Study - Carlton Avenue Façade (Type C) 23018-P4-102-Rev2

Approved planning documents

- Planning Statement
- Design and Access Statement
- Landscape Strategy Design Statement
- Landscape Maintenance and Management Plan
- Harrow Co-living Needs Assessment
- Operational Management Plan
- Heritage, Townscape & Visual Impact Assessment
- London Plan Fire Statement
- Planning Gateway One Fire Statement Form
- Statement of Community Involvement
- Contextual Daylight, Sunlight and Overshadowing Assessment
- Internal Daylight, Sunlight and Overshadowing Assessment
- Sustainability Statement
- Energy Strategy Report
- GLA Carbon Emissions Reporting Spreadsheet
- Be Seen Spreadsheet
- Air Quality Assessment
- Noise and Vibration Impact Assessment
- 'Rapid' Health Impact Assessment
- Healthy Streets Transport Assessment (updated January 2026)
- Delivery and Servicing Management Plan
- Operational Waste Management Plan
- Travel Plan
- Outline Construction Logistics Plan
- Flood Risk Assessment and Sustainable Drainage Strategy
- Contaminated Land Assessment
- Preliminary Ecological Appraisal
- Biodiversity Net Gain Assessment
- Biodiversity Net Gain Metric
- Arboricultural Impact Assessment
- Circular Economy Statement
- GLA Circular Economy Statement
- Whole Life Carbon Assessment
- Whole Life Carbon Assessment Template
- Pre-Demolition Audit
- Pre-Redevelopment Audit
- Pedestrian Level Wind Microclimate Assessment
- Construction and Environmental Management Plan

NOTES TO APPLICANTS

Statement of Applicant's Rights arising from the refusal of planning permission or from the grant of permission subject to conditions.

If you are aggrieved by the decision of the local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If you want to appeal against your local planning authority's decision, then you must do so within 6 months of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and if you want to appeal against your local planning authority's decision on your application, then you must do so within: 28 days of the date of service of the enforcement notice, or within 6 months of the date of this notice, whichever period expires earlier.

Appeals must be made using a form which you can get from the Planning Inspectorate, Room 3 O/P, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel: 0303 444 5000) or online at <https://www.gov.uk/government/organisations/planning-inspectorate>.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

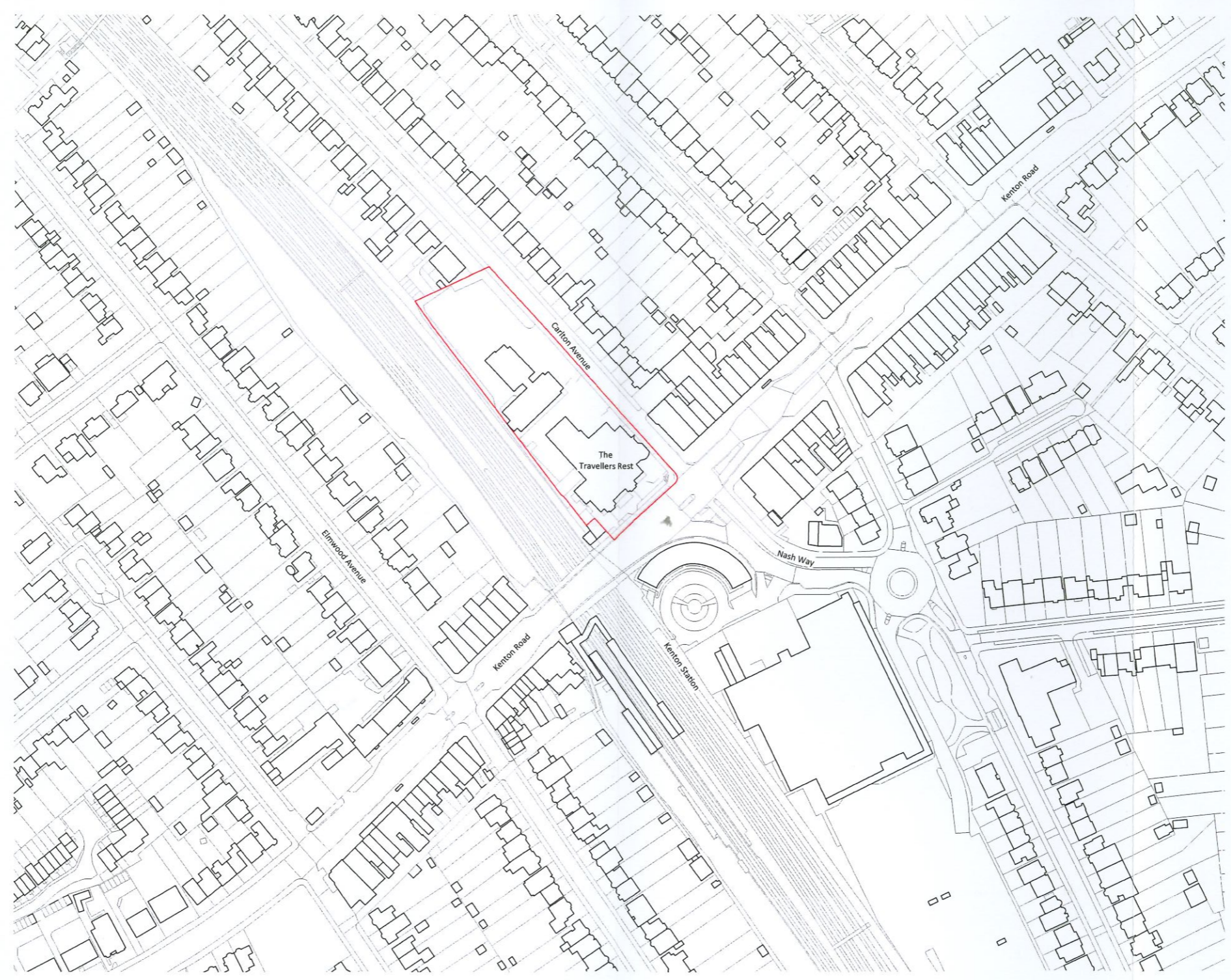
The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

Purchase Notices and Compensation

If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subjects to conditions, the owner may claim that the land cannot be put to a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances the owner may serve a purchase notice on the Council requiring the Council to purchase the land in accordance with the provision of Part IX of the Town and Country Planning Act 1990. In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on appeal. These circumstances are set out in sections 169 and related provisions of the Town and Country Planning Act 1990.

APPENDIX 2 – LAND PLAN



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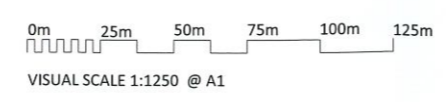
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NOTES
 CONSULTANTS
 - Refer to highways consultant's drawings for details
 - Refer to landscape consultant's drawings for details
 - Landscaping layout is indicative only
 AREAS
 - Refer to area schedule
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Rev	Notes	Date	By	Auth
P1	Planning	24.01.25	MM	FvB
P2	Planning Issue	11.02.25	MM	FvB

KEY
 APPLICATION BOUNDARY



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Date: 07/02/2025
 Drawn by: MM
 Checked by: FvB
 Scale @ A1: 1:1250
 Scale @ A3: 1:5000
 CAD File No:

Whitbread
 Kenton Road, Harrow
 Site Location Plan

PLANNING
 23018 PO-100

APPENDIX 3 – AFFORDABLE HOUSING TENURE PLAN



NOTES
 CONSULTANTS
 - Refer to highways consultant's drawings for details
 - Refer to landscape consultant's drawings for details
 - Landscaping layout is indicative only
 A665
 - Refer to area schedule
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REV

REV	DATE	BY	CHKD	DESCRIPTION
1	11.02.2025	MM	FB	Planning Issue
2	20.02.2025	MM	FB	Tenure amended to G.A comment
3	20.02.2025	MM	FB	Parking, Landscaping and bin stores amended
4	20.02.2025	MM	FB	

Key:

- Co-Living
- BTR Tenure: Market Rent
- BTR Tenure: Discount Market Rent
- BTR Tenure: Equivalent to London Living Rent
- Part M(J)3 Accessible Apartment
- WCH

Scale: 0m 5m 10m 15m 20m 25m
 VISUAL SCALE 1:250 @ A1

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 Checked by: FVB
 Scale @ A1: 1:250
 Scale @ A4: 1:500
 CAD File No:

Whitbread
 Kenton Road, Harrow
 Proposed GA Level L00
 Lower Ground Floor
 PLANNING
 23018 P1-110

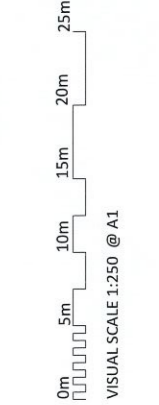
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NOTES
 CONSULTANTS
 - refer to highways consultant's drawings for details
 - refer to landscape consultant's drawings for details
 - Landscaping layout is indicative only
 A105
 - refer to area schedule
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Rev	Notes	Date	By	Check
1	Planning Issue	11.02.2025	MM	FB
2	Tenure amended to GSA comment	20.02.2025	MM	FB
3	Parking, landscape and bin stores amended	20.02.2025	MM	FB
4		20.02.2025	MM	FB



- Key:**
- Co-Living
 - BTR Tenure: Market Rent
 - BTR Tenure: Discount Market Rent
 - Living Rent
 - Part M(M)3 Accessible Apartment

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Whitbread
 Kenton Road, Harrow
 Proposed GA Level L01
 Ground Floor
 PLANNING
 23018 P1-111

Date: 07/02/2025
 Drawn by: JVA
 Checked by: FVB
 Scale @ A1: 1:250
 Scale @ A3: 1:500
 CAD File No:

Abercrombie

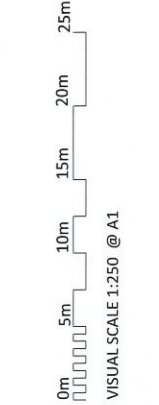


158325 JF



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 - refer to highway consultant's drawings
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 A1645
 - refer to area schedule
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REV	DATE	BY	CHKD	DESCRIPTION
1	24.03.25	MM	MM	Planning Issue
2	11.07.25	MM	MM	Tenure amended to GA comment
3	20.03.25	MM	MM	



- Key:
- Co-Living
 - BTR Tenure: Market Rent
 - BTR Tenure: Discount Market Rent
 - BTR Tenure: Equivalent to London Living Rent
 - Part M(M)J Accessible Apartment
 - WCH

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Whitbread
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 Proposed GA Level L02
 PLANNING
 23018 P1-112

Alberston

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 - Refer to landscape consultant's drawings for landscaping layout
 - Refer to area schedule
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REV	NO	DATE	BY	CHKD
1	1	24.03.25	MM	FW
2	2	11.02.25	MM	FW
3	3	20.03.25	MM	FW

0m 5m 10m 15m 20m 25m
 VISUAL SCALE 1:250 @ A1

Key:
 Co-Living
 BTR Tenure: Market Rent
 BTR Tenure: Discount Market Rent
 Living Rent
 Part M(J)3 Accessible Apartment
 WCH

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Date: 07/02/2025
Drawn by: JFB
Checked by: JFB
Scale @ A1: 1:250
Scale @ A3: 1:500
CDD No:

Key:
Co-Living
BTR Tenure: Market Rent
BTR Tenure: Discount Market Rent
BTR Tenure: Equivalent to London
Living Rent
Part M(M)3 Accessible Apartment
WCH

0m 5m 10m 15m 20m 25m
VISUAL SCALE 1:250 @ A1

Rev	Date	By	Auth
1	24.03.25	MM	EVB
2	11.02.25	MM	EVB
3	20.03.25	MM	EVB

NOTES
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- Refer to area schedule
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Checked by: FVB
Scale @ A1: 1:250
Scale @ A3: 1:500
CAD file no:

Key:
Co-Living
BTR Tenure: Market Rent
BTR Tenure: Discount Market Rent
BTR Tenure: Equivalent to London
Living Rent
WCH Part M(M)J Accessible Apartment



Rev	Date	By	Auth
1	24.03.25	NM	FVB
2	11.02.25	NM	FVB
3	20.03.25	NM	FVB

NOTES
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- Refer to landscape consultant's drawings
- Landscaping layout is indicative only
APP-5
- Refer to area schedule
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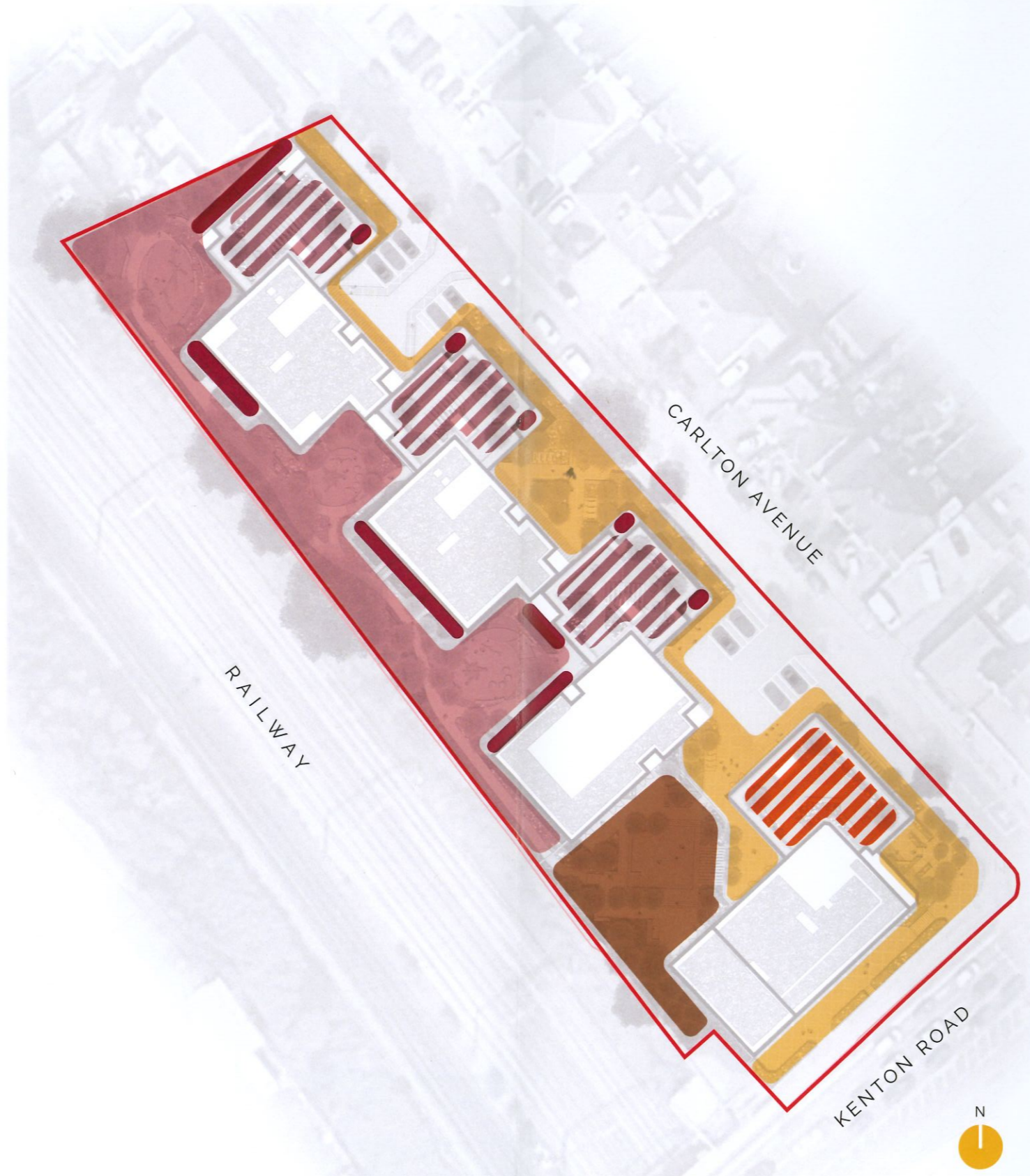
APPENDIX 4 – HIGHWAY WORKS PLAN

APPENDIX 5 – COMMUNAL AMENITY PLAN AND PLAY SPACE PLAN

134 Kenton Road, Harrow Amenity Space



Date: 07.04.2026
Drawing Number: 3291.MA.902



Legend

-  Public amenity (excluding parking areas and highways pavement)
1,262 sqm
-  Communal amenity (built-to-rent resident access only)
1,315 sqm
-  Communal amenity (shared built-to-rent and co-living resident access)
584 sqm
-  Private amenity (ground floor)
224 sqm
-  Built-to-rent communal amenity (podium)
502 sqm
-  Co-living amenity (podium)
195 sqm

Amenity Space Quantities Plan

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JP



134 Kenton Road, Harrow Play Space



Date: 07.04.2026
Drawing Number: 3291.MA.901



Play requirements

	Yield from development (persons)	Total play space requirement (sqm)	Total play space provided (sqm)
Total	49.9	499	651

(Play for ages 12+ currently provided at Kenton Recreation Ground 400m away)

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JF