

DATED 31 JULY 2020

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET (1)

and

CHOICES FOR GRAHAME PARK LIMITED (2)

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**DEED OF PLANNING OBLIGATION**

**Pursuant to Section 106 of the Town and County Planning Act 1990  
and associated powers  
Relating to the development of the Land known as  
Plots 10, 11 and 12  
at the Grahame Park Estate, Colindale**

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## TABLE OF CONTENTS

1.	Interpretation.....	4
2.	Statutory Authority and Enforceability .....	43
3.	Effect and Conditionality of this Deed .....	43
4.	The Developer's Covenants with the Council .....	43
5.	The Council's Covenants with the Developer .....	44
6.	Exclusions.....	45
7.	Verification and Enforcement .....	47
8.	Interest on Late Payment .....	47
9.	No Waiver .....	48
10.	Severability .....	48
11.	Dispute Provisions.....	48
12.	Lapse etc of the Planning Permission.....	48
13.	Notices.....	49
14.	Release/acknowledgement of performance of obligations .....	49
15.	Statutory Tests for s106 Obligations .....	49
16.	No Fetter to Council's Powers.....	50
17.	Third Party Rights.....	50
18.	Change of Ownerships.....	50
19.	Payment of the Council's Legal fees.....	50
20.	Local Land Charge .....	50
21.	Deed Governed by English Law.....	50
	SCHEDULE A.....	51
	SCHEDULE B.....	52
	SCHEDULE C .....	61
	SCHEDULE D .....	62
	SCHEDULE E.....	63
	SCHEDULE F.....	65

SCHEDULE G .....	69
SCHEDULE H .....	73
SCHEDULE I .....	74
APPENDIX 1 .....	76
APPENDIX 2 .....	81
APPENDIX 3 .....	82

THIS DEED OF AGREEMENT is made on the 31 day of JULY 2020

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of the North London Business Park, Oakleigh Road South, London N11 1NP ("*the Council*") of the first part
- (2) **CHOICES FOR GRAHAME PARK LIMITED** (Company Registration Number 05303074) whose registered office is Bruce Kenrick House, Killick Street, London, England, N1 9FL ("*the Developer*") of the second part

**WHEREAS:-**

- (A) The Council is the local planning authority for the purposes of this Deed within the meaning of Part III of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Deed are enforceable
- (B) The Council is the local highway authority for the purposes of the Highways Act 1980
- (C) The Developer is entitled to be registered as the proprietor with title absolute of the freehold of the Land and is the freehold owner of the Offsite Social Rented Units
- (D) On 9 October 2019 the Developer made the Application to the Council to carry out the Development
- (E) At a meeting of the Council's Planning and Environment Committee held on 4 March 2020 it was resolved that (subject to the completion of this Deed) the Planning Permission should be granted
- (F) The Council considers it expedient in the interests of the proper planning of its area that provision should be made for regulating the Development in the manner set out in this Deed and the Parties have therefore agreed to enter into this Deed

**NOW THIS DEED WITNESSES as follows:-**

**1. Interpretation**

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

<b>"the 1990 Act"</b>	means the Town and Country Planning Act 1990 (as amended)
<b>"Actual CO2 Offset Contribution"</b>	means in relation to each Plot of the Development the amount that is to be spent on carbon reduction measures within the Borough and calculated by the following formula: the shortfall in carbon reductions achieved on-site for that Plot relative to the 35% reduction required for that Plot multiplied by £60 per tonne of carbon multiplied by 30 years provided the above calculation results in an amount greater than £0
<b>"Additional Affordable"</b>	means those additional affordable housing units

<b>Housing”</b>	which any Viability Review concludes can be delivered within the Development in addition to (and not as part of) the Affordable Housing Base Provision
<b>“Additional Affordable Housing Scheme”</b>	<p>means a scheme to be prepared by the Developer and submitted to the Council in accordance with Schedule B of this Deed detailing the Additional Affordable Housing Units to be provided within the Development on the Land and which:</p> <ul style="list-style-type: none"> <li>(a) confirms which Private Residential Units are to be converted into Low Cost Rent Housing and/or Intermediate Housing;</li> <li>(b) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing;</li> <li>(c) ensures that at least 10 per cent of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users;</li> <li>(d) provides an indicative timetable for construction and delivery of the Additional Affordable Housing; and</li> <li>(e) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in the event that the Viability Review identifies part of the surplus cannot deliver one or more complete units of Additional Affordable Housing</li> </ul>
<b>“Additional Amount”</b>	means the sums calculated as a result of the Mid Stage Reviews such amounts (if any) to be used in accordance with Schedule B of this Agreement
<b>“Affordable Housing”</b>	means housing that is to be erected on the Land in accordance with the Affordable Housing Detailed Mix and the Affordable Housing Outline Mix and as shown on the Affordable Housing Detailed Plan and the Affordable Housing Outline Schemes or Revised Affordable Housing Schemes or Additional Affordable Housing Schemes and made available to Eligible Households in Housing Need whose incomes are not sufficient to enable them to rent or buy housing available on the open market within the Borough determined with regard to incomes and house prices in the Borough

<p><b>"Affordable Housing Base Provision"</b></p>	<p>means the provision of 50% per cent by habitable rooms (2,718 habitable rooms) of the Residential Units as Affordable Housing Units as part of the Development with a tenure split by habitable room of 38 per cent (1,038 habitable rooms) Low Cost Rent Housing and 62 per cent (1,680 habitable rooms) Intermediate Housing and no less than 21,289 sqm of Low Cost Rent Housing</p>
<p><b>"Affordable Housing Detailed Mix"</b></p>	<p>means the 209 Affordable Housing Units to be provided within Plot A which shall comprise:</p> <ul style="list-style-type: none"> <li>(a) 33 Social Rented Units;</li> <li>(b) 27 London Affordable Rented Housing Units;</li> <li>(c) 149 Intermediate Housing Units;</li> </ul> <p>as set out on the Affordable Housing Detailed Plan or such alternative mix as shall be approved by the Council in writing</p>
<p><b>"Affordable Housing Detailed Plan"</b></p>	<p>means the plans in Appendix 2 identifying the location of the Affordable Housing Units contained Plot A in accordance with the Affordable Housing Detailed Mix or any alternative location plans as shall be approved in writing by the Council</p>
<p><b>"Affordable Housing Outline Mix"</b></p>	<p>means up to 836 Affordable Housing Units to be provided in accordance with the Affordable Housing Outline Scheme</p>
<p><b>"Affordable Housing Outline Scheme"</b></p>	<p>means a scheme setting outline tenure type and location of the Affordable Housing Units in each Reserved Matters Application submitted that contains Affordable Housing Units</p>
<p><b>"Affordable Housing Scheme"</b></p>	<p>means a written scheme together with all relevant plans drawings and other supporting information detailing the Affordable Housing Units to be provided in any Plot of the Development and including:-</p> <ul style="list-style-type: none"> <li>(a) the quantum;</li> <li>(b) the location and distribution;</li> <li>(c) the tenure;</li> <li>(d) the mix;</li> </ul>

	<p>(e) the type and unit size; and</p> <p>(f) the proportion and level of the car parking provision</p> <p>of the said Affordable Housing Units</p>
<p><b>"Affordable Housing Standards"</b></p>	<p>means:-</p> <p>(a) the Design and Quality Standards published in the Mayor's Housing Supplementary Planning Guidance November 2016 as amended from time to time;</p> <p>(b) the Nationally Described Space Standards;</p> <p>(c) not less than 10 per cent of the Affordable Housing Units within the Development shall be wheelchair adaptable for wheelchair users;</p> <p>AND FOR THE AVOIDANCE OF DOUBT the said standards shall be specified above as current at the date of grant of the relevant detailed planning permission or reserved matters approval (as appropriate)</p>
<p><b>"Affordable Housing Units"</b></p>	<p>means a Residential Unit which is used for Affordable Housing including the Low Cost Rent Housing and Intermediate Housing;</p>
<p><b>"Agreed Models"</b></p>	<p>means the financial models agreed between the parties to assess the viability of the Development as set out in the reports dated 9 April 2020 in respect of the Early Stage Review the First Mid Stage Review the Second Mid Stage Review and the Late Stage Review</p>
<p><b>"Application"</b></p>	<p>means the application by the Developer for a part outline and part detailed planning permission for redevelopment of the Land made on 9 October 2019 and given reference number 19/5493/OUT by the Council</p>
<p><b>"Application Stage Build Costs"</b></p>	<p>means the estimated cost of demolition, construction, external works and assumed contingency allowance in respect of the Development as determined by the Application Stage Viability Appraisal amounting to £556,657,000.</p>

<b>“Application Stage GDV”</b>	means the estimated gross development value of the Development established by the Application Stage Viability Appraisal amounting to £754,377,000.
<b>“Application Stage Viability Appraisal”</b>	means the financial viability appraisal dated 9 April 2020 that was submitted in relation to the Application and independently assessed by the Council
<b>“Application Stage Viability Deficit”</b>	means the Benchmark Land Value minus Residual Land Value as established by the Application Stage Viability Appraisal amounting to £39,922,000 which shall be revalued as necessary at the Relevant Review Date by being multiplied by A and divided by B where:-  “A” is the most recently published figure for the Index prior to the Relevant Review Date; and  “B” is the most recently published figure for the Index at the date of the Application Stage Viability Appraisal
<b>“Apprenticeship”</b>	means a work based training programme aimed at different levels as detailed in Schedule F to this Deed combining employment with learning and training which leads to nationally recognised qualifications for the apprentice and which ranges from craft occupations or trades to business administration and retail and which for the avoidance of doubt is not restricted to construction or development related roles.
<b>“Average Intermediate Housing Value”</b>	means the average value of London Living Rent Housing and London Shared Ownership Housing floorspace per square metre or other Intermediate Housing (as applicable) at the Late Stage Review Date based on the relevant information provided to establish the Late Stage Review Actual GDV and Late Stage Review Estimated GDV to be assessed by the Council and the Developer
<b>“Average London Living Rent Housing Value”</b>	means the average value of London Living Rent Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV or Mid Stage Review GDV (as applicable) to be assessed by the Council and the Developer
<b>“Average London Shared</b>	<b>Ownership Housing floorspace per square</b>



<b>Ownership Housing Value"</b>	metre at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review or GDV Mid Stage Review GDV (as applicable) to be assessed by the Council and the Developer
<b>"Average Low Cost Rent Housing Value"</b>	means the average value of London Affordable Rented Housing floorspace per square metre (as applicable) at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV Mid Stage Review GDV or Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Developer
<b>"Average Open Market Housing Value"</b>	means the average value of a Private Residential Unit floorspace per square metre on the Site at the Relevant Review Date based on the relevant information provided to establish the Early Stage Review GDV Mid Stage Review GDV or the Late Stage Review Estimated GDV (as applicable) to be assessed by the Council and the Developer
<b>"Barnet Participant"</b>	means a participant who either lives in the London Borough of Barnet or who attends an educational institution in the London Borough of Barnet and "Barnet Participants" shall be construed accordingly
<b>"Build Costs"</b>	<p>means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) details of payments made or agreed to be paid in the relevant building contract;</li> <li>(b) receipted invoices;</li> <li>(c) costs certified by the Developer's quantity surveyor, costs consultant or agent</li> </ul> <p>but for the avoidance of doubt build costs exclude:</p> <ul style="list-style-type: none"> <li>(i) professional, finance, legal and marketing costs;</li> <li>(ii) all internal costs of the Developer including but not limited to project management costs, overheads and administration expenses; and</li> </ul>

	(iii) any costs arising from Fraudulent Transactions
<b>"Bus Test"</b>	means the assessment to be carried out by Transport for London following the Bus Test Notice to confirm the New Road is suitable for use by public transport pursuant to paragraph 1.4 of Schedule G
<b>"Bus Test Notice"</b>	means a notice issued by the Developer to the Council and Transport for London to confirm that the New Road has been completed to an adoptable standard which for the avoidance of doubt shall include the appropriate bus stops
<b>"Car Club"</b>	means a club operated by a company that is accredited by Carplus which residents of the Development and members of the general public may join and which makes cars available to hire to members either on a commercial or part-subsidised basis
<b>"Car Club Scheme"</b>	means a scheme for the operation of a Car Club within the Development
<b>"Carplus"</b>	means Carplus or its successor or equivalent organisation being the umbrella organisation for the promotion of sustainable car use and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support
<b>"Challenge"</b>	the Planning Permission being the subject of judicial review proceedings or an application lodged for permission to apply for judicial review in the High Court
<b>"Charge"</b>	means a mortgage, charge or other security or loan documentation granting a security interest in the Affordable Housing Units and/or the Additional Affordable Housing Units (or any number of them) in favour of the Chargee
<b>"Chargee"</b>	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units or the Additional Affordable Housing Units (or any number of them) and any receiver (including an administrative receiver) and manager appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed)

		including a housing administrator
<b>"CIL"</b>		means a tax, tariff or charge known as Community Infrastructure Levy introduced in accordance with regulations pursuant to the Planning Act 2008 and the Community Infrastructure Levy Regulations 2010 (as amended)
<b>"Commencement Development"</b>	<b>of</b>	<p>means commencement of the Development or (where expressly specified) a Plot by the undertaking of a material operation as defined by section 56(4) of the 1990 Act PROVIDED ALWAYS THAT:-</p> <ul style="list-style-type: none"> <li>(a) ground investigations and/or site survey works;</li> <li>(b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;</li> <li>(c) construction of boundary fencing or hoardings;</li> <li>(d) construction of temporary highways accesses;</li> <li>(e) archaeological investigation;</li> <li>(f) noise attenuation works;</li> <li>(g) demolition works;</li> <li>(h) works of site clearance;</li> <li>(i) temporary structures and buildings including site offices;</li> <li>(j) marking or pegging out operations;</li> <li>(k) landscape clearance works and planning;</li> <li>(l) remediation works;</li> <li>(m) excavation works to adjust ground levels on site including laying of piling mat; and</li> <li>(n) temporary display of advertisements</li> </ul> <p>shall not be taken to be a material operation for the purposes of this Deed and "Commence</p>



	<ul style="list-style-type: none"> <li>• Health Contribution;</li> <li>• Heybourne Park Design Contribution;</li> <li>• Heybourne Park Delivery Contribution; and</li> <li>• Second Public Transport Contribution.</li> </ul>
<b>"Controlled Parking Zone"</b>	means an area outside of and not situated within the Land where the Council has introduced restrictions on parking on the highway during certain times of the day or week for non-permit holders and "CPZ" shall be construed accordingly
<b>"Cycle and Pedestrian Route Contribution"</b>	<p>means the sum of £150,000.00 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) Index-Linked to be paid by the Developer and applied towards improvements to the local cycle and pedestrian route network as follows:</p> <ul style="list-style-type: none"> <li>i. Northern pedestrian route to Mill Hill Broadway Railway Station and the district town centre; and</li> <li>ii. Martlesham Walk pedestrian and cycling route improvement works (525 metre route).</li> </ul>
<b>"Cycle Voucher"</b>	means a voucher which entitles the holder to use the value of the voucher towards the purchase of a bicycle from a participating store
<b>"Date of Deemed Service"</b>	<p>means, in each instance where a Chargee has served a Default Notice under clause 6.1.1:</p> <ul style="list-style-type: none"> <li>(a) in the case of service by delivery by hand of the Default Notice to the Council's offices at the address stated on page 5 of this Deed during office hours, the date on which the Default Notice is so delivered; or</li> <li>(b) in the case of service by using first class registered post to the Council's offices at the address stated on page 5 of this Deed the second Working Day after the date on which the Default Notice is posted (by being placed in a post box or being collected by or delivered to Royal Mail) PROVIDED THAT the Chargee is able to evidence that the Default Notice was actually delivered to the Council (by Royal Mail proof of delivery or otherwise)</li> </ul>

"Deed"	means this agreement between the Parties
"Default Notice"	means a notice in writing served on the Council by the Chargee under clause 6.1.1 of the Chargee's intention to enforce its security over the relevant Affordable Housing Units and/or Additional Affordable Housing Units
"Development"	means the development authorised by the Planning Permission comprising the demolition of 630 residential units and existing commercial, retail and community floorspace, and the phased redevelopment of Plots 10-12 of Grahame Park comprising a full planning application for the redevelopment of Plot A and an outline planning application for the redevelopment of Plots B to Q for up to 2,088 residential units and up to 5,950sqm (GEA) of flexible non-residential floorspace. Full planning permission is sought for the demolition of 113 existing homes and the redevelopment of Plot A comprising the erection of 5 buildings between 3 and 11 storeys to provide 209 new homes and 440sqm (GEA) of non-residential floorspace (Use Class A1, A2, A3, B1), landscape, public open space and public realm, associated car parking, cycle spaces and other associated works. Outline planning permission (scale, layout, landscaping and appearance reserved) for the demolition of 517 existing residential units, buildings and structures on Plots B to Q, and the redevelopment of the site in a series of phases to provide up to 1,879 new homes and up to 5,510sqm (GEA) of non-residential floorspace within classes A1, A2, A3, A4, B1, D1 and D2 including a community centre and childrens day nursery in buildings ranging in height from 3 storeys to 15 storeys, with associated public open space, hard and soft landscaping, public realm, car parking spaces, and cycle parking spaces, stopping up and diversion of Lanacre Avenue and associated works
"Development Information" <b>Viability</b>	means <ul style="list-style-type: none"> <li>(a) in respect of Formula 1b: <ul style="list-style-type: none"> <li>(i) Early Stage Review GDV; and</li> <li>(ii) Early Stage Review Build Costs;</li> </ul> </li> <li>(b) in respect of Formula 2:</li> </ul>

	<ul style="list-style-type: none"> <li>(i) Average Open Market Housing Value</li> <li>(ii) Average Low Cost Rent Housing Value;</li> <li>(iii) Average London Living Rent Housing Value; and</li> <li>(iv) Average London Shared Ownership Intermediate Housing Value</li> </ul>
	<ul style="list-style-type: none"> <li>(c) in respect of Mid Stage Review Formula 1b: <ul style="list-style-type: none"> <li>(i) Mid Stage Review GDV; and</li> <li>(ii) Mid Stage Review Build Costs;</li> </ul> </li> <li>(d) in respect of Mid Stage Review Formula 2: <ul style="list-style-type: none"> <li>(i) Average Open Market Housing Value</li> <li>(ii) Average Low Cost Rent Housing Value;</li> <li>(iii) Average London Living Rent Housing Value; and</li> <li>(iv) Average London Shared Ownership Intermediate Housing Value</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>(e) in respect of Formula 3: <ul style="list-style-type: none"> <li>(i) Late Stage Review Actual GDV;</li> <li>(ii) Late Stage Review Actual Build Costs;</li> <li>(iii) Late Stage Review Estimated GDV; and</li> <li>(iv) Late Stage Review Estimated Build Costs; and</li> </ul> </li> <li>(f) in respect of Formula 4: <ul style="list-style-type: none"> <li>(i) Average Open Market Housing Value</li> <li>(ii) Average Low Cost Rent</li> </ul> </li> </ul>

	<p>Housing Value; and</p> <p>(iii) Average Intermediate Housing Value</p> <p>and including in each case supporting evidence to the Council's reasonable satisfaction</p>
<b>"DHN"</b>	means a district heating network or system that uses steam or hot water produced at a central plant and then pipes that transfer heating out to buildings in the district for space heating and domestic hot water
<b>"DHN Statement"</b>	means a statement that provides for details of how the Developer shall comply with its obligations regarding the connection or potential connection of the Development to the DHN or future DHN in accordance with paragraph 2 of Schedule 1
<b>"Disposal"</b>	<p>means:</p> <p>(a) the Sale of a Component(s) of the Development;</p> <p>(b) the grant of a lease of a term of less than 125 years of a Component of the Development; or</p> <p>(c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development</p> <p>ALWAYS excluding Fraudulent Transactions and "Dispose", "Disposals" and "Disposed" shall be construed accordingly</p>
<b>"Early Stage Review Build Costs"</b>	<p>means the sum of:</p> <p>(a) the estimated Build Costs remaining to be incurred; and</p> <p>(b) the Build Costs actually incurred at the Early Stage Review Date , such Build Costs not to include any contingency sums.</p>
<b>"Early Stage Review Date"</b>	means the date 24 months from but excluding the date of grant of the Planning Permission PROVIDED THAT if there is a Challenge and/or Event of Force Majeure the Early Stage Review Date shall be extended by a period of time which is commensurate to the period of time commencing on the date the Council is



	<p>served with proceedings relating to the Challenge and /or the date of commencement of the Event of Force Majeure (as demonstrated to the Council) and ending on the date on which the proceedings relating to the Challenge are finally disposed of and/or the Event of Force Majeure ceases to exist (as demonstrated to the Council) and for the avoidance of doubt the Parties hereby acknowledge that an Event of Force Majeure pursuant to limb (b) of that definition of Force Majeure did commence prior to the date of this Deed and the Parties shall agree in writing the date on which that Event of Force Majeure ceases to exist at the relevant time together with the relevant extension to the Early Stage Review Date but without prejudice to any other Event of Force Majeure which may exist at the relevant time</p>
<b>“Early Stage Review GDV”</b>	means the Estimated GDV at the Early Stage Review Date
<b>“Eligible Household”</b>	means the Household of either an Eligible Purchaser and/or an Eligible Renter as the context so requires
<b>“Eligible Purchaser”</b>	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant London Shared Ownership Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 per annum
<b>“Eligible Renter”</b>	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the Local Area and whose Household Income at the date of renting the relevant London Living Rent Housing Unit (as appropriate) does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 per annum and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report
<b>“Employment and Skills Reasonable Endeavours”</b>	<p>means that the party responsible for an obligation must exert itself to perform that obligation in a manner which:-</p> <p>(a) demonstrates that it has taken serious and detailed consideration of its contractual commitment pursuant to this Deed and the fact</p>

	<p>that the Planning Permission would not have been granted without there being a planning obligation of that nature included within this Deed;</p> <p>(b) has utilised such methods as are likely to achieve the desired result and recognising that it is of material importance that the result is achieved; and</p> <p>(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 then undertaken at least two alternative means of achieving the desired result with a view to ensuring that the obligation can be performed</p> <p>AND FOR THE AVOIDANCE OF DOUBT:-</p> <p>(i) in relation to the Owner this term is to be interpreted within the context that:-</p> <ul style="list-style-type: none"> <li>• the Planning Permission would not have been granted unless the planning obligations contained in this Deed had been entered into; and that</li> <li>• it seeks to and would expect to profit financially and commercially from the construction and operation of the Development</li> </ul> <p>and</p> <p>(ii) in relation to the Council this term is to be interpreted within the context that:-</p> <ul style="list-style-type: none"> <li>• it is a public authority with statutory duties and responsibilities which it is required to fulfil with propriety in the public interest and in accordance with law policy and its standing orders and standard administrative processes;</li> <li>• it has required the planning obligations contained in this Deed to be entered into in order that the Planning Permission could be granted for the Development;</li> </ul>
<p><b>“Employment and Skills Requirements”</b></p>	<p>means the requirements for employment and training for the Development set out in paragraph 1.1 of Schedule F</p>
<p><b>“Employment and Skills SPD Calculator”</b></p>	<p>means the sum calculated in accordance with the SPD as follows:</p>

	<p>(a) £5,340 (FIVE THOUSAND THREE HUNDRED AND FORTY POUNDS) (Index Linked) being the cost of providing each Progression into Employment (Less than 6 months) and Progression into Employment (More than 6 months) as the case may be and multiplied by the number of Progression into Employment (Less than 6 months) and Progression into Employment (More than 6 months) as the case may be which are not delivered in accordance with paragraphs 1.1.2 and 1.1.3 of Schedule F (as the case may be) to this Deed;</p> <p>(b) £5,340 (FIVE THOUSAND THREE HUNDRED AND FORTY POUNDS) (Index Linked) being the cost of providing each Work Experience multiplied by the number of Work Experience opportunities which are not delivered in accordance with paragraph 1.1.4 of Schedule F (as the case may be) to this Deed ;</p> <p>(c) £25,000 (TWENTY THOUSAND POUNDS) (Index Linked) being the cost of providing each Apprenticeship multiplied by the number of Apprenticeships which are not delivered in accordance with paragraph 1.1.1 of Schedule F (as the case may be) to this Deed;</p> <p>in each case indexed from the date of this Deed to the date on which such payment is due in line with changes in the Consumer Price Index</p>
<p><b>“Employment and Skills Strategy”</b></p>	<p>means strategy that sets out the requirements that the Owner will use the Employment and Skills Reasonable Endeavours to achieve a proportion of the Employment and Skills Requirements, in relation to a Plot of the Development, that are part of Notting Hill Genesis Social and Economic Strategy that is underpinned by the Neighbourhood Change Framework and strategy for Grahame Park;</p> <p>(a) a local labour target of 10%;</p> <p>(b) to incorporate at least 10 (ten) local suppliers (within Barnet) into the local supply chain and reporting on performance in incorporating the local supply chain;</p> <p>(c) confirmation of the details of the Skills and Employment Contribution expenditure set out in Schedule F Paragraph 1.6 regarding the spend towards employment, training and Grahame Park residents’ economic support or other community Investment initiative(s);</p>

	<p>(d) the initiatives aligned to Schedule F; and</p> <p>(e) an appointed workplace coordinator</p>
<b>"Energy Statement"</b>	<p>means:</p> <p>(a) in relation to Plot A the Energy Statement submitted with the Planning Application and prepared by Max Fordham dated 2 October 2019; and</p> <p>(b) in relation to an Outline Plot the energy statement submitted with a Reserved Matters Application</p>
<b>"Estimated Build Costs"</b>	<p>means at the Viability Review Date the estimated build costs for the Development including but not limited to all construction, external and internal works of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to:</p> <p>(a) details of payments made or agreed to be paid in the relevant building contract;</p> <p>(b) receipted invoices; and</p> <p>(c) costs certified by the Developer's quantity surveyor, costs consultant or agent</p> <p>plus an additional uplift of 5 percent of "Estimated Build Costs" to account for any contingency</p>
<b>"Estimated CO2 Offset Contribution"</b>	<p>means the sum set out in any energy strategy submitted with a Reserved Matters Application (and in the case of Plot A the energy strategy submitted with the Planning Application) to be paid by the Developer to the Council in accordance with Schedule H to be spent on carbon reduction measures within the borough</p>
<b>"Estimated GDV"</b>	<p>means at the date of the Early Stage Viability Review the First Mid Stage Review and the Second Mid Stage Review the estimated Open Market Value of all remaining Components of the Development that are yet to be Disposed of the Development based on detailed comparable market evidence prepared by the Developer and to be assessed by the Council</p>

<b>“Event of Force Majeure”</b>	means any circumstance not within the Developer’s reasonable control including, without limitation an epidemic or pandemic (such as the pandemic known as COVID-19 in existence at the date of this Agreement) and any labour or trade dispute, strikes, industrial action or blockade arising from the same and any third party (which for the avoidance of doubt can include the Council) unreasonably withholding or delaying the grant of or issue of any consent or other authorisation required to carry out the construction and thereafter Occupation of the Development
<b>“Existing Community Centre”</b>	means the existing community centre situated on the Land and identified coloured green on Plan 3
<b>“Existing Health Centre”</b>	means the existing health centre situated on the Land and identified coloured red on Plan 3
<b>“Existing Nursery Centre”</b>	means the existing nursery centre situated on the Land and identified coloured yellow on Plan 3
<b>“Existing Tenants”</b>	means existing tenants from the Grahame Park Estate at the grant of the Planning Permission who satisfy the Social Rent Affordability Criteria
<b>“Expert”</b>	means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 10 to determine a dispute
<b>“External Consultant”</b>	means the external consultant(s) appointed by the Council to assess the Development Viability Information
<b>“First Public Transport Contribution”</b>	means the sum of £450,000 (FOUR HUNDRED AND FIFTY THOUSAND POUNDS) Index-Linked payable by the Developer to the Council as agent for Transport for London in accordance with Schedule G of this Deed and to be used by Transport for London towards additional bus capacity and public transport improvements in the vicinity of the Development
<b>“First Mid Stage Review Date”</b>	means the date on which 220 Private Residential Units have been Occupied as determined by the Council pursuant to paragraph 3.2 of Part 3 of Schedule B

<b>"Formula 1b"</b>	means the formula identified as "Formula 1b" within the Appendix 1
<b>"Formula 2"</b>	means the formula identified as "Formula 2a" and "Formula 2b" within the Appendix 1 and which shall apply to the Early Stage Review as set out in paragraph 1.7 of Part 3 of Schedule B
<b>"Formula 3"</b>	means the formula identified as "Formula 3" within the Appendix 1
<b>"Formula 4"</b>	means the formula identified as "Formula 4" within the Appendix 1
<b>"Fraudulent Transaction"</b>	means: <ul style="list-style-type: none"> <li>(a) a transaction the purpose or effect of which is to artificially reduce the Early Stage Review GDV Mid Stage Review Actual GDV or Late Stage Review Actual GDV and/or artificially increase the Mid Stage Review Actual Build Costs or Late Stage Review Actual Build Costs; or</li> <li>(b) a Disposal that is not an arm's length third party bona fide transaction</li> </ul>
<b>"GEA"</b>	means gross external floor area measured in accordance with the Royal Institution of Chartered Surveyors Code of Measuring Practice (6th Edition) or a replacement edition of the said code
<b>"GLA"</b>	means the Greater London Authority or any successor in function
<b>"GLA Housing and Land Directorate"</b>	means the department within the Greater London Authority with responsibility for funding affordable housing in London
<b>"Grahame Park Transport Contribution"</b>	means the sum of £105,000 (ONE HUNDRED AND FIVE THOUSAND POUNDS) Index-Linked being a contribution towards: <ul style="list-style-type: none"> <li>(a) a study and the implementation of a bespoke Grahame Park controlled parking zone on adopted roads within the Development; and</li> <li>(b) Traffic Regulation Order amendments to exclude (new) residents from CPZ</li> </ul>

	<p>permits (outside of the redline boundary); and</p> <p>(c) costs of monitoring the implementation and progress of travel plans</p>
<b>"Health Centre Notice"</b>	means a notice issued by the Council pursuant to paragraph 1 of Schedule E
<b>"Health Contribution"</b>	means the sum of TWO MILLION SEVEN HUNDRED AND SIXTY TWO THOUSAND SEVEN HUNDRED AND NINETY TWO POUNDS (£2,762,792) Index-Linked payable by the Developer to the Council in accordance with Schedule E which if paid to the Council is to be used by the Council towards the provision and /or improvements to the offsite health care provision in the vicinity of the Development
<b>"Heybourne Park"</b>	means the area of public open space currently owned and maintained by the Council as shown for identification only hatched green on Plan 4
<b>"Heybourne Park Design Contribution "</b>	means the sum of TWO HUNDRED THOUSAND POUNDS (£200,000) Index-Linked to be paid by the Developer to the Council in accordance with Schedule D for the design of the Heybourne Park Improvement Scheme
<b>"Heybourne Park Delivery Contribution "</b>	means the sum of ONE MILLION EIGHT HUNDRED THOUSAND POUNDS (£1,800,000) Index-Linked to be paid by the Developer to the Council in accordance with Schedule D for the delivery of the Heybourne Park Improvement Scheme
<b>"Heybourne Park Improvement Scheme"</b>	<p>means a scheme for proposed improvements to the Heybourne Park to be prepared by the Council in consultation with the Developer pursuant Schedule D which shall include but not be limited to:</p> <p>(a) the provision of additional play areas and open space improvements which are to be made to Heybourne Park for benefit of persons of all ages;</p> <p>(b) additional improvement works to Heybourne Park to upgrade the existing open space envisaged by the Council as part of the wider aspirations for the Borough of Barnet; and</p> <p>(c) details of the ongoing management and</p>

	<p>maintenance of Heybourne Park including a review of any management strategy for Heybourne Park</p> <p>(d) a detailed programme of works (to be carried out by the Council) to include the design, implementation and delivery of the Heybourne Park Improvement Scheme which for the avoidance of doubt may provide for the Heybourne Park Improvement Scheme to be delivered in phases</p>
<b>"Highway Agreement"</b>	means one or more agreements pursuant to section 38 and/or 278 of the Highways Act 1980
<b>"Highway Works"</b>	<p>means the works to be undertaken to the public highway comprising:</p> <p>(a) New and amended roads surrounding Plot A :</p> <p>i. The southern access road shall form a new priority controlled junction with Heybourne Crescent south of Plot A; and</p> <p>ii. Great Field Road is to be converted to a one-way eastbound movement from its junction with Heybourne Crescent, past Saint Augustine's Church to its junction with the access road directly south of Plot A.</p> <p>(b) Northern Route for:</p> <p>i. Bunns Lane / Lyndhurst Avenue mini roundabout – provision of informal crossing with refuge, in line with pedestrian desire line, including dropped kerbs and tactile paving</p> <p>ii. Bunns Lane / Woodcroft Avenue – provision of informal crossing with refuge, in line with pedestrian desire line, including dropped kerbs and tactile paving</p> <p>iii. Bunns Lane – replacement of informal crossing with zebra crossing</p>



<b>“Household”</b>	means, in relation to a person “A”, A and all other persons who would, after purchasing a London Shared Ownership Housing Unit or renting a London Living Rent Housing Unit (as appropriate) share that London Shared Ownership Housing Unit or London Living Rent Housing Unit with A and one another as the only or main residence of both A and such other persons;
<b>“Household Income”</b>	means: (a) in relation to a single Eligible Purchaser or a single Eligible Renter, the gross annual income of that Eligible Purchaser’s or Eligible Renter’s Household; and (b) in relation to joint Eligible Purchasers or joint Eligible Renters, the combined gross annual incomes of those Eligible Purchasers’ or Eligible Renters’ Households
<b>“Housing Need”</b>	means:- (a) in relation to the Low Cost Rent Housing Units as regards a person who is homeless or is currently occupying a dwelling which is overcrowded under occupied in need of renovation or unfit for human habitation or for any other such reason as the Council may agree constitutes circumstances in which it is unreasonable for that person to continue occupying such dwelling; or (b) in relation to Intermediate Housing Units means a person whose income is insufficient to enable them to rent or buy housing available locally on the open market determined with regard to local incomes and local house prices
<b>“Independent Expert”</b>	means an independent and reputable chartered surveyor registered with The Royal Institution of Chartered Surveyors with not less than 10 years experience of valuation matters
<b>“Index”</b>	means the “all items” Retail Prices Index published by the Office for National Statistics or any successor ministry department or organisation and if such Index is at the relevant time no longer published such other comparable index or basis for indexation as the Parties may

	agree
<b>"Index-Linked"</b>	<p>means the product (if any) of the amount of the contribution (SAVE FOR the Residential Travel Plan Incentives Fund) payable under this Deed multiplied by A and divided by B where:-</p> <p>"A" is the most recently published figure for the Index prior to the date of the payment; and</p> <p>"B" is the most recently published figure for the Index at the date of this Deed</p>
<b>"Intention Notice"</b>	means a notice in writing served on the Chargee by the Council under clause 6.2 of this Deed that the Council is minded to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units
<b>"Interest"</b>	means interest at 2% above the base lending rate of the Co-operative Bank Plc or such other bank as the Council uses from time to time
<b>"Interest Bearing Account"</b>	means a separately identifiable account within the Council's accounting system to which interest will be added at a rate equivalent to that which the Council obtains on its investments
<b>"Intermediate Housing"</b>	means London Living Rent Housing, London Shared Ownership Housing, Shared Equity Housing or all or any of them (as the context requires) or such other intermediate housing as may be agreed by the Council
<b>"Land"</b>	means the land known as Plots 10, 11 and 12 at the Grahame Park Estate, Colindale as shown edged red on Plan 1
<b>"Late Stage Review Actual Build Costs"</b>	means the Build Costs incurred at the Late Stage Review Date which for the avoidance of doubt shall exclude any contingency allowance
<b>"Late Stage Review Actual GDV"</b>	<p>means the sum of:</p> <p>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Late Stage Review Date;</p> <p>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Late</p>

	<p>Stage Review Date but not Sold; and</p> <p>(c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable)</p> <p>in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)</p>
<b>"Late Stage Review Contribution"</b>	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3
<b>"Late Stage Review Cap"</b>	means the cap on the Late Stage Review Contribution as calculated in accordance with Formula 4
<b>"Late Stage Review Contribution"</b>	means a financial contribution for the provision of off-site Affordable Housing in the Council's administrative area the precise value of which shall be calculated in accordance with Formula 3 and which shall be subject to the Late Stage Review Cap
<b>"Late Stage Review Date"</b>	means the date on which 972 Private Residential Units have been Occupied as determined by the Council pursuant to paragraph 5 of Schedule B
<b>"Late Stage Review Estimated Build Costs"</b>	means the estimated Build Costs remaining to be incurred at the Late Stage Review Date
<b>"Late Stage Review Estimated GDV"</b>	means the estimated Open Market Value at the Late Stage Review Date of all remaining Components of the Development that are yet to be Disposed based on detailed comparable evidence
<b>"Leaseholder"</b>	means the existing leaseholders on the Site who purchased their property before 1st April 2003 and live in the property as their sole residence and have done so continuously since 1st of April 2003 and eligible for Shared Equity Housing

<p><b>“London Affordable Rent”</b></p>	<p>means the Low Cost Rent Housing Units provided in accordance with the definition of London Affordable Rent set out in the Mayor of London’s Affordable Homes Programme 2016-2021 Funding Guidance and any update or replacement thereof</p>
<p><b>“London Affordable Rented Housing”</b></p>	<p>means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is not required to be let at Target Rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is:</p> <ul style="list-style-type: none"> <li>(a) including Service Charges, up to 80 per cent of local market rents; and</li> <li>(b) excluding Service Charges, no higher than the benchmark rents published by the GLA annually in accordance with the Mayor’s Funding Guidance</li> </ul> <p>and <b>“London Affordable Rented Housing Units”</b> shall be construed accordingly</p>
<p><b>“London Living Rent”</b></p>	<p>means the Intermediate Housing Units provided in accordance with the definition of London Living Rent set out in the Mayor of London’s Affordable Housing and Viability Supplementary Planning Guidance (August 2017) or any variation or replacement thereof</p>
<p><b>“London Living Rent Housing”</b></p>	<p>means rented housing provided by an Affordable Housing Provider that is required to be offered to Eligible Renters on a time-limited tenancy:</p> <ul style="list-style-type: none"> <li>(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month’s notice;</li> <li>(c) at rents not exceeding the relevant maximum rents published by the GLA annually; and</li> <li>(d) under which rent increases (in percentage terms) within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant</li> </ul>

	<p>period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above</p>
<p><b>“London Plan Annual Monitoring Report”</b></p>	<p>means the monitoring report published annually by the Mayor of London reviewing the progress being made in implementing the policies and addressing the objectives of the London Plan or any replacement GLA guidance or policy</p>
<p><b>“London Shared Ownership Housing”</b></p>	<p>means housing offered to Eligible Purchasers to be occupied partly for rent and partly by way of owner occupation on shared ownership arrangements as defined in section 70(4) of the Housing and Regeneration Act 2008 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and on the basis that annual housing costs, including Service Charges and mortgage payments (assuming reasonable interest rates and deposit requirements):</p> <ul style="list-style-type: none"> <li>(a) must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income) specified in the London Plan Annual Monitoring Report; and</li> <li>(b) in respect of at least 30% of the London Shared Ownership Housing Units of the following sizes of units only, must not exceed 28 per cent of the relevant annual gross income upper limit (such 28 per cent being equivalent to 40 per cent of net income, with net income being assumed to be 70 per cent of gross income): <ul style="list-style-type: none"> <li>i) one-bedroom: £58,000; and</li> <li>ii) two-bedroom: £73,000</li> </ul> </li> </ul> <p>PROVIDED ALWAYS THAT if the Developer and/or the Registered Provider is unable to sell one or more of the London Shared Ownership Housing Units after marketing the said unit(s) for three months from Practical Completion of that London Shared Ownership Housing Unit then the Developer and/or the Registered</p>

	<p>Provider shall be entitled to offer the said unit(s) to those who satisfy criteria (a) above</p> <p>and <b>“London Shared Ownership Lease”</b> and <b>“London Shared Ownership Lessee”</b> shall be construed accordingly</p>
<b>“London Shared Ownership Housing Units”</b>	means the Affordable Housing Units s to be made available for London Shared Ownership Housing together with any Additional Affordable Housing Units which are to be delivered as London Shared Ownership Housing
<b>“Low Cost Rent Housing”</b>	means Social Rented Housing, London Affordable Rented Housing or both (as the context requires) or such other low cost affordable rent housing agreed by the Council the floorspace of which across the Development shall not be less than 21,839 sqm and which may include the Social Rented Units
<b>“Market Value”</b>	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the Relevant Review Date based on detailed comparable market evidence, including evidence of rental values achieved for any Component of the Development which has been Disposed but not Sold, to be assessed by the Council and assuming:</p> <p>(a) a willing seller and a willing buyer;</p> <p>(b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;</p> <p>(c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and</p> <p>(d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion</p>
<b>“Mayor’s Funding Guidance”</b>	means <b>“Homes for Londoners: Affordable Homes Programme 2016-21 Funding Guidance”</b> published by the Mayor of London in

	November 2016 or any update or replacement guidance
<b>"Mid Stage Review"</b>	means an appraisal of the financial viability of the Development consistent with the Agreed Models and which shall identify any Additional Amount by providing the information required for the Mid Stage Review Formula and Mid Stage Review Formula 2 to determine whether Revised Affordable Housing or Additional Affordable Housing (which for the avoidance of doubt shall be on-site provision) can be provided within the Development and "First Mid Stage Review" and "Second Mid Stage Review" shall be construed accordingly.
<b>"Mid Stage Review Actual GDV"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the value of all gross receipts from any Sale of a Component of the Development prior to the Mid Stage Review Date;</li> <li>(b) the Market Value of any Component of the Development that has been otherwise Disposed prior to the Mid Stage Review Date but not Sold; and</li> <li>(c) all Public Subsidy and any Development related income from any other sources to be assessed by the Council excluding any Public Subsidy repaid by the Developer to the Council and/or the GLA (as applicable)</li> </ul> <p>in respect of which the supporting evidence to be submitted as part of the Development Viability Information shall include documentary evidence of all gross receipts under (a) and evidence of rental values achieved for different Components of the Development under (b)</p>
<b>"Mid Stage Review Build Costs"</b>	<p>means the sum of:</p> <ul style="list-style-type: none"> <li>(a) the estimated Build Costs remaining to be incurred; and</li> <li>(b) the Build Costs actually incurred at the relevant Mid Stage Review Date, such Build Costs not to include any contingency sums.</li> </ul>
<b>"Mid Stage Review Date"</b>	means the First Mid Stage Review Date or the Second Mid Stage Review Date as applicable

<b>"Mid Stage Review Formula 1b"</b>	means the formula identified as "Mid Stage Review Formula 1b" within the Appendix 1
<b>"Mid Stage Review Formula 2"</b>	means the formula identified as "Mid Stage Review Formula 2a" and "Mid Stage Review Formula 2b" within the Appendix 1 and which shall apply to any Mid Stage Review as set out in paragraph 1.8 of Part 3 of Schedule B
<b>"Mid Stage Review GDV"</b>	means the sum of the Mid Stage Review Actual GDV and the Estimated GDV at the Mid Stage Review Date
<b>"Moratorium Period"</b>	means in each instance where a Chargee has served a Default Notice under clause 6.1.1, the period from (and including) the Date of Deemed Service on the Council of the Default Notice to (and including) the date falling three months after such Date of Deemed Service (or such longer period as may be agreed between the Chargee and the Council)
<b>"New Community Centre"</b>	means the new community centre proposed by the Development which is to be situated on the Land
<b>"New Community Centre Scheme"</b>	means a scheme for the ongoing maintenance and management of the New Community Centre submitted in accordance with paragraph 1.1 of Schedule C
<b>"New Community Centre Specification"</b>	means a specification for the New Community Centre submitted in accordance with paragraph 1.1 of Schedule C
<b>"New Health Centre"</b>	means the new health centre proposed by the Development which is to be situated on the Land in the event the Council issue the Health Centre Notice pursuant to paragraph 3.2 of Schedule E
<b>"New Nursery Centre"</b>	means the new nursery centre proposed by the Development which is to be situated on the Land
<b>"New Road"</b>	means the new spine road through the Site as shown for identification purposes only coloured green on Plan 5
<b>"North London Sub Region"</b>	means the region comprising London Boroughs of Barnet Brent Camden Enfield Haringey and



	Westminster
<b>"Nursery Scheme"</b>	means a scheme for the ongoing maintenance and management of the New Nursery Centre submitted in accordance with paragraph 2.1 of Schedule C
<b>"Nursery Specification"</b>	means a specification for the New Nursery Centre submitted in accordance with paragraph 2.1 of Schedule C
<b>"Occupation"</b>	means occupation of the Land or any of the buildings or Residential Units forming part of the Development 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
<b>"Offsite Social Rented Units"</b>	means 8 (eight) dwellings owned by the Developer and used for Low Cost Rent Housing as shown on Plan 6 to this Deed
<b>"Open Market Value"</b>	<p>means the best price reasonably obtainable in the market at which the sale of an interest in a residential unit would have been completed unconditionally for cash consideration on the date of valuation assuming:</p> <ul style="list-style-type: none"> <li>(a) a willing seller;</li> <li>(b) that, prior to the date of the valuation, there had been a reasonable period (having regard to the nature of the property and the state of the market) for the proper marketing of the interest, for the agreement of the price and terms and the completion of the sale);</li> <li>(c) that the state of the market, level of values and other circumstances were, on any earlier assumed date of exchange of contracts, the same as on the date of valuation;</li> <li>(d) that no account is taken of any additional bid by a prospective purchaser with a special interest;</li> <li>(e) that both parties to the transaction had acted knowledgeably prudently and without compulsion;</li> <li>(f) that full planning permission has been</li> </ul>

	<p>granted for open market residential use of the unit;</p> <p>(g) that all infrastructure services and accesses required for its development are available to the boundary of the unit; and</p> <p>(where applicable) all planning obligations relating to the unit have been fulfilled</p>
<b>"Option"</b>	means the option to be granted to the Council (and/or its nominated substitute Registered Provider) in accordance with clause 6.3 for the purchase of the Affordable Housing Units and/or the Additional Affordable Housing Units
<b>"Outline Plots"</b>	means those individual Plots labelled B to Q on Plan 2 for which outline consent is granted under the Planning Permission
<b>"Parties"</b>	means the parties to this Deed
<b>"Places for Progression"</b>	means work lasting at least 13 weeks being offered to a London Borough of Barnet resident who has been registered as unemployed (this does not include Apprenticeships)
<b>"Plan 1"</b>	means the plan appended at Appendix 2 to this Deed showing the Land for illustration purposes only and marked "Plan 1"
<b>"Plan 2"</b>	means the plan appended at Appendix 2 to this Deed showing the Plots for illustration purposes only and marked "Plan 2"
<b>"Plan 3"</b>	means the plan appended at Appendix 2 to this Deed showing the Existing Community Centre Existing Health Centre and Existing Nursery Centre for illustration purposes only and marked "Plan 3"
<b>"Plan 4"</b>	means the plan appended at Appendix 2 to this Deed showing Heybourne Park for illustration purposes only and marked "Plan 4"
<b>"Plan 5"</b>	means the plan appended at Appendix 2 to this Deed showing the New Road for illustration purposes only and marked "Plan 5"
<b>"Plan 6"</b>	means the plan appended at Appendix 2 to this Deed showing the Offsite Social Rented Units

	and marked "Plan 6"
<b>"Planning Permission"</b>	means the planning permission to be granted by the Council with respect to the Application substantially in the form of the draft which is annexed at Schedule A to this Deed
<b>"Plot A"</b>	means that individual Plot labelled "Plot A" on Plan 2 for which detailed consent is granted under the Planning Permission
<b>"Plot"</b>	means a development plot situated on the Land and as shown on Plan 2 of the Planning Permission
<b>"Post Construction Assessment"</b>	means the assessment for each Plot of the Development to be carried out by an independent body to demonstrate compliance with the Energy Statement (for that Plot) within 3 months of Practical Completion of each Plot and submitted to the Council for approval
<b>"Practical Completion"</b>	means issue of a certificate by the Developer's architect civil engineer or chartered surveyor as appropriate certifying that the Development or a Plot is for all practical purposes sufficiently complete to be put into use
<b>"Previous Planning Agreement"</b>	means the deed pursuant to Section 106 of the 1990 Act dated 23 January 2007 and made between the Parties relating to a development permitted pursuant to application reference number W01731JS/04 as varied by a Deed dated 17 July 2008 and 20 February 2012 and a separate deed pursuant to Section 106 of the 1990 Act dated 14 July 2015 and made between the Parties relating to a development permitted pursuant to application reference number 14/07210/FUL
<b>"Private Residential Units"</b>	means those 1043 Residential Units (comprising 2672 habitable rooms) within the Development which are not Affordable Housing Units
<b>"Progression into Employment (Less than 6 months)"</b>	means one or more work placements cumulating in at least 13 weeks' duration to a London Borough of Barnet resident who has been registered as unemployed for less than 6 months
<b>"Progression into"</b>	means one or more work placements

<b>Employment (More than 6 months)"</b>	cumulating in at least 13 weeks' duration to a London Borough of Barnet resident who has been registered as unemployed for more than 6 months
<b>"Public Subsidy"</b>	means funding from the Council and/or the GLA together with any additional public subsidy received by the Developer to support the delivery of the Development
<b>"Purchased LLR Unit"</b>	means any London Living Rent Housing Unit which is acquired by its tenant (or tenants) or by another Eligible Purchaser and subsequently owned by that tenant (or tenants) or Eligible Purchaser as London Shared Ownership Housing in accordance with paragraphs 10 to 14 of Schedule B
<b>"Reasonable Endeavours"</b>	<p>exert itself to perform that obligation in a manner which:-</p> <p>(a) demonstrates that it has taken serious and detailed consideration of its contractual commitment pursuant to 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;</p> <p>(b) has utilised such methods as are likely to achieve the desired result and recognising that it is of material importance that the result is achieved; and</p> <p>(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 then undertaken at least two alternative means of achieving the desired result with a view to ensuring that the obligation can be performed</p>
<b>"Registered Provider"</b>	<p>means:-</p> <p>(a) Notting Hill Genesis ; or</p> <p>(b) another registered provider of social</p>

	<p>housing as defined in section 80 of the Housing and Regeneration Act 2008; or</p> <p>(c) such other organisation in receipt of funding from the GLA Housing and Land Directorate or otherwise as may be approved by the Council</p>
<b>"Relevant Review Date"</b>	means the Early Stage Review Date the First Mid Stage Review Date the Second Mid Stage Review Date or the Late Stage Review Date (as the context requires)
<b>"Rent Guidance"</b>	means the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 issued by the Department of Communities and Local Government in May 2014 or such other replacement guidance or direction or legislation
<b>"Rent Standard"</b>	means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016, the Rent Guidance and the Direction on the Rent Standard 2014 issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation
<b>"Reserved Applications" Matters</b>	means one or more reserved matters applications to be submitted in respect of the Outline Plots and Heybourne Park and pursuant to the Planning Permission
<b>"Residential Travel Plan Incentives"</b>	<p>means the following incentives to be made available to the first residents of each Residential Unit within the Development in accordance with Paragraph 2.1 of Schedule G to this Deed:-</p> <p>(a) membership of a Car Club and/or car club vehicle hire to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00); and/or</p> <p>(b) pre-loaded credit to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) on an Oyster Card; and/or</p> <p>(c) Cycle Voucher to the value of ONE</p>

	HUNDRED AND FIFTY POUNDS (£150.00)
<b>"Residential Travel Plan Incentives Fund"</b>	means the sum of SIX HUNDRED AND TWENTY SIX THOUSAND FOUR HUNDRED POUNDS (£626,400) to be used by the Developer towards the funding of the Residential Travel Plan Incentives up to a value of THREE HUNDRED POUNDS (£300.00) per Residential Unit
<b>"Residential Units"</b>	means the Affordable Housing Units and the Private Housing Units
<b>"Revised Affordable Housing Units"</b>	means those Intermediate Housing Units of the Affordable Housing Base Provision which any Viability Review concludes can be delivered as Low Cost Rent Housing within the Development instead of Intermediate Housing
<b>"Revised Affordable Housing Scheme"</b>	<p>means a scheme to be prepared by the Developer and submitted to the Council in accordance with Schedule B of this Deed detailing the Revised Affordable Housing Units to be provided within the Development on the Land and which:</p> <ul style="list-style-type: none"> <li>(a) confirms which Intermediate Housing Units are to be converted into Low Cost Rent Housing;</li> <li>(b) contains 1:50 plans showing the location, size and internal layout of each Revised Affordable Housing Unit;</li> <li>(c) provides an indicative timetable for construction and delivery of the Revised Affordable Housing Units; and</li> <li>(d) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in the event that the Viability Review identifies part of the surplus cannot deliver one or more complete units of Affordable Housing</li> </ul>
<b>"RTA Purchaser"</b>	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing

	Provider to purchase their homes or a percentage of the equity thereof
<b>"Sale"</b>	<p>means:</p> <p>(a) the sale of the freehold of a Component; or</p> <p>(b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent</p> <p>and <b>"Sold"</b> shall be construed accordingly</p>
<b>"Second Public Transport Contribution"</b>	<p>means the sum of FOUR HUNDRED AND FIFTY THOUSAND POUNDS (£450,000) Index-Linked payable by the Developer to the Council as agent for Transport for London in accordance with Schedule G of this Deed and to be used in the first instance by Transport for London towards improvements to the existing Colindale underground railway station (up to a maximum of £160,000 (ONE HUNDRED AND SIXTY THOUSAND POUNDS)) and thereafter toward towards additional bus capacity and public transport improvements in the vicinity of the Development</p>
<b>"Second Mid Stage Review Date"</b>	<p>means the date on which 751 Private Residential Units have been Occupied as determined by the Council pursuant to paragraph 4.2 of Part 3 of Schedule B</p>
<b>"Service Charges"</b>	<p>means all amounts payable by a tenant or owner (as appropriate) of the relevant London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit as part of or in addition to the rent and directly or indirectly for services, repairs, maintenance, improvements, insurance and/or the landlord's costs of management in relation to that London Affordable Rented Housing Unit, London Living Rent Housing Unit or London Shared Ownership Housing Unit</p>
<b>"Shared Equity Housing"</b>	<p>means an Affordable Housing Unit where up to 75% share of the equity is purchased by a Leaseholder at open market value with the Developer or Registered Provider retaining ownership of the remaining equity of at least 25% and no rent is payable upon the remaining equity retained by the Developer or Registered Provider and <b>"Shared Equity Housing Unit"</b> shall be construed accordingly</p>

<p><b>“Skills and Employment Contribution”</b></p>	<p>means the sum of £711,420 (Seven Hundred and Eleven Thousand, Four Hundred and Twenty Pounds) subject to reverse Index-Linking to be allocated and expended by the Developer for the Skills and Employment Contribution Purposes</p>
<p><b>“Skills and Employment Contribution Purposes”</b></p>	<p>means measures undertaken by the Developer to:</p> <ul style="list-style-type: none"> <li>(a) provide employment and training initiatives for residents of the Grahame Park Estate;</li> <li>(b) support the economic prospects of the residents of the Grahame Park Estate; and</li> <li>(c) deliver improvements to the library situated on the Grahame Park Estate at the date of this Deed to accommodate an employment and training centre (the costs of which shall not exceed the value of £100,000 (One Hundred Thousand Pounds))</li> </ul>
<p><b>“Skills and Enterprise Partners”</b></p>	<p>means services and organisations notified to the Owner by the Council’s Skills and Enterprise team including but not limited to, the following :-</p> <ul style="list-style-type: none"> <li>(a) relevant Barnet Council services working on the skills and enterprise and welfare reform agendas;</li> <li>(b) local schools;</li> <li>(c) further education colleges;</li> <li>(d) Middlesex University;</li> <li>(e) job centres;</li> <li>(f) work programme providers; and</li> </ul> <p>such other skills and enterprise partners as nominated by the Council’s Skills and Enterprise team</p>
<p><b>“Social Rent Affordability Criteria”</b></p>	<p>means the criteria to ensure that the 33 existing tenants from the Grahame Park Estate at the grant of the Planning Permission with security of tenure are rehoused on terms and conditions including rent and service charges which are commensurate with their existing terms and conditions (unless agreed by the Council in</p>



	writing)
<b>“Social Rented Housing”</b>	means rented housing owned and managed by local authorities or Affordable Housing Providers and let at Target Rents
<b>“Social Rented Unit(s)”</b>	means an Affordable Housing Unit that will be made available for Occupation for rent in accordance with the Social Rent Affordability Criteria
<b>“SPD”</b>	means the Council's document entitled “Local Plan: Supplementary Planning Document: Delivering Skills, Employment, Enterprise and Training from Development through S106 (October 2014)”
<b>“Staircasing”</b>	means the acquisition by a London Shared Ownership Lessee of additional equity in a London Shared Ownership Housing Unit up to a maximum of 100 per cent equity and “ <b>Staircased</b> ” shall be construed accordingly
<b>“Statutory Undertakers”</b>	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
<b>“Substantial Implementation”</b>	means the Development has Commenced and Plot A has been constructed to completion of the ground floor and references to “Substantially Commenced” and “Substantial Implementation”
<b>“Sums Due”</b>	means all sums due to a Chargee of the Affordable Housing Units and/or the Additional Affordable Housing Units pursuant to the terms of its Charge including (without limitation) all interest and reasonable legal and administrative fees costs and expenses
<b>“Target Rents”</b>	means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in the Rent Guidance and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard or Rent Guidance from time to time
<b>“Transport for London”</b>	means Transport for London or its successor body

<b>“Travel Voucher”</b>	means a voucher up to the maximum value of THREE HUNDRED POUNDS (£300.00) per Residential Unit to be made available to the first residents of each Residential Unit in accordance with Paragraph 3.1 of Schedule G and used by the recipient to obtain any two of the Residential Travel Plan Incentives of their choosing
<b>“Viability Review”</b>	means the Early Stage Review the First Mid Stage Review the Second Mid Stage Review and the Late Stage Review
<b>“Viability Specialist”</b>	means an independent qualified chartered surveyor with not less than 10 years' relevant experience in undertaking viability assessments the identity of which shall be agreed between the parties or by or on behalf of the parties by the President of the Royal Institution of Chartered Surveyors
<b>“Work Experience”</b>	means work experience placements of a minimum of 5 days for Barnet Participants or placements for Barnet Participants provided by the Developer. Work experience can also include entry into employment and university student placements and work experience in other locations in connection with a development (i.e. a head office)
<b>“Working Day”</b>	means any day excluding Saturdays, Sundays and bank holidays and “Working Days” shall be construed accordingly

**1.2 In this Deed:-**

- 1.2.1 All consents approvals expressions of satisfactions certificates notifications directions authorities agreements given required to be given reached or taken by any Party in pursuance of this Deed (or any response to any of the same) shall be given in writing and shall not be unreasonably withheld or delayed
- 1.2.2 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
- 1.2.3 Clause and paragraph headings are for convenience only and shall not affect interpretation
- 1.2.4 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed
- 1.2.5 Words importing the masculine gender shall include the feminine and unless the context otherwise requires words importing the singular number shall include the plural and vice versa

- 1.2.6 Any covenant not to do any act or thing includes an obligation not to allow permit or suffer that act or thing to be done by another person and any covenant to do any act or thing includes an obligation to procure the doing of that act or thing by any other person
- 1.2.7 Reference to a person or persons shall include a reference to a body corporate
- 1.2.8 Reference to an incorporeal interest shall include a reference to an easement
- 1.2.9 Reference to a Plan of a particular number is to the Plan of that number annexed to this Deed
- 1.2.10 Where a party includes more than one person any obligations of that party shall be joint and several
- 1.2.11 References to the "Council" shall mean the London Borough of Barnet acting in its statutory capacity as local planning authority
- 1.2.12 The expressions "the Council" and "the Developer" shall where the context so admits include their respective successors in title and assignees

## **2. Statutory Authority and Enforceability**

- 2.1 This Deed is entered into under section 106 of the 1990 Act for the purposes of creating planning obligations in respect of the Land and all the restrictions covenants and undertakings in this Deed are planning obligations for the purposes of Section 106 and are (subject to the terms of this Deed) enforceable by the Council not only against the Developer but also against any successors in title to the interest of the Developer and its assigns as provided for in that section
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of section 106 the 1990 Act, they are entered into by the Council pursuant to the powers contained in:
  - 2.2.1 section 111 of the Local Government Act 1972; and
  - 2.2.2 section 16 of the Greater London Council (General Powers) Act 1974; and
  - 2.2.3 section 1 of the Localism Act 2011; and
  - 2.2.4 all other powers and enactments which may be relevant to the purpose of giving validity to this Deed.

## **3. Effect and Conditionality of this Deed**

- 3.1 It is hereby agreed that other than this clause and clauses 4.2, 6 to 13 and 15 to 21 (which shall come into effect upon the date hereof) this Deed is conditional upon both:
  - 3.1.1 the grant of the Planning Permission
  - 3.1.2 the date of Commencement of Development

## **4. The Developer's Covenants with the Council**

- 4.1 The Developer covenants and undertakes with the Council to perform the planning and other obligations set out in this Deed so as to bind the Developer to each and every part of the Land

4.2 The Developer further covenants and undertakes not to Commence Development or suffer or permit the Commencement of Development on a Plot until it has entered into the Confirmatory Deed with the Council in respect of that Plot.

## 5. The Council's Covenants with the Developer

5.1 To issue the Planning Permission within three Working Days after the date of this Deed

5.2 To comply with its obligations pursuant to the provisions of this Deed

5.3 To deposit all monies paid by the Developer to the Council pursuant to the provisions of any Schedule to this Deed into an Interest Bearing Account for the period during which all or any of those monies remains unexpended by the Council

5.4 To apply any payments received by it pursuant to the Schedules to this Deed (together with interest accruing thereon) only for the purposes referred to in the relevant Schedule for which the payment was made (or for such other purposes for the benefit of the Development as are compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 and as the Parties shall agree) and that if any amount so received remains unexpended at the end of the period of 5 years after of the date on which any payment is made to the Council it will repay any unexpended balance to the Developer together with such interest as has accrued in the Interest Bearing Account set up by the Council pursuant to Clause 5.3 of this Deed but which has not at that date been expended or Committed for Expenditure for the purpose for which the payment was paid to the Council

5.5 In the event the First Public Transport Contribution the Second Public Transport Contribution are paid to the Council to transfer the same to TfL within 10 Working Days of receipt from the Developer.

5.6 From time to time if reasonably required by the Developer (but not more than once in each period of six calendar months) to provide returns showing:-

5.6.1 the total amounts that it has received from the Developer pursuant to the provisions of this Deed and the provision of this Deed pursuant to which it received them; and

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

5.6.3 and the Council shall provide such further information and explanations concerning such payments and expenditure as the Developer may from time to time reasonably require

5.7 On receipt of the Heybourne Park Design Contribution to use the Heybourne Park Design Contribution to undertake the design and preparation of the Heybourne Park Improvement Scheme in consultation with the Developer and shall provide such opportunity for the Developer review such design as the Developer may from time to time reasonably require and in finalising the Heybourne Park Improvement Scheme shall have regard to any recommendations made by the Developer during such consultation.

5.8 On receipt of the Heybourne Park Delivery Contribution to use the Heybourne Park Delivery Contribution to implement and undertake the Heybourne Park Improvement Scheme and shall keep the Developer informed of its progress in delivering the Heybourne Park Improvement Scheme in accordance with the timetable set out in the Heybourne Park Improvement Scheme.

## **6. Exclusions**

6.1 In order to benefit from the protection granted by clause 6.6, a Chargee must:

6.1.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the address stated on page 5 of this Deed during normal office hours or using first class registered post to the Council's offices at the address stated on page 5 of this Deed in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units;

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

6.1.3 subject to clause 6.6 below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units before the expiry of the Moratorium Period except in accordance with clause 6.3 below.

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

6.3 Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units and/or Additional Affordable Housing Units which shall contain the following terms:

6.3.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));

6.3.2 the price for the sale and purchase will be agreed in accordance with clause 6.4.2 below or determined in accordance with clause 6.5 below;

6.3.3 provided that the purchase price has been agreed in accordance with clause 6.4.2 below or determined in accordance with clause 6.5 below, but subject to clause 6.3.4 below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units at any time prior to the expiry of the Moratorium Period;

6.3.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and

6.3.5 any other terms agreed between the parties to the Option (acting reasonably).

6.4 Following the service of the Intention Notice:

6.4.1 the Chargee shall use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the Affordable Housing Units and/or the Additional Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and

6.4.2 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units and/or Additional Affordable Housing Units, which shall be the higher of:

- (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 Schedule B of this Deed; and
- (b) (unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.

6.5 On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to clause 6.4.2(a) above:

6.5.1 the Council (or its nominated substitute Registered Provider) and the Chargee shall use reasonable endeavours to agree the identity of an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute and, if the identity is agreed, shall appoint such independent surveyor to determine the dispute;

6.5.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the London area to determine the dispute;

6.5.3 the independent surveyor shall determine the price reasonably obtainable referred to at clause 6.4.2(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;

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

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

6.5.6 the independent surveyor shall make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and

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

6.6 The Chargee may dispose of the relevant Affordable Housing Units and/or Additional Affordable Housing Units free from the obligations and restrictions contained in clauses 6.1 to 6.5 of this Agreement which shall determine absolutely in respect of those Affordable Housing Units and/or Additional Affordable Housing Units (but subject to any existing tenancies) if:

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

- 6.6.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units and/or Additional Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 6.6.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
- 6.7 The Council (and its nominated substitute Registered Provider, if any) and the Chargee shall act reasonably in fulfilling their respective obligations under clauses 6.1 to 6.6 above (inclusive).
- 6.8 This Deed shall also not bind or be enforceable against the following:-
- 6.8.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
- 6.8.2 with the exception of the Car Free provisions in Clauses 6.1 and 6.2 of Schedule G of this Deed (which clauses shall remain in force during the life of the Residential Units and for the life of the Development) this Deed shall also not bind or be enforceable against the following:-
- 6.8.2.1 any owner, tenant or occupier of any individual residential or commercial unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;
- 6.8.2.2 any Registered Provider except in relation to the affordable housing obligations in Schedule B Parts 1 and 2.
- 6.8.2.3 any occupier or tenant of a Intermediate Housing Unit or an Low Cost Rent Housing Unit who has exercised a statutory right to acquire or buy that unit from the Registered Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or Housing and Regeneration Act 2008 or Planning Act 2016 or has acquired 100 percent of the equity in a London Shared Ownership Housing Unit or Shared Equity Housing Unit.

## **7. Verification and Enforcement**

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

## **8. Interest on Late Payment**

Without prejudice to any other right remedy or power herein contained or otherwise available to the Council if any payment of any sum required to be paid pursuant to this Deed shall have become due but shall remain unpaid then the Developer shall pay the Council Interest on that sum from the date when it became due to the dates on which it is paid to the Council

**9. No Waiver**

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

**10. Severability**

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

**11. Dispute Provisions**

11.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under this Deed) then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an independent person ("the Expert") to be agreed upon between the Parties or at the request of any of them to be nominated by or on behalf of the President for the time being of the Law Society and such independent person shall act as an expert and not as an arbitrator

11.2 The Expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of his appointment to act

11.3 The Expert shall be required to give notice to each of the Parties inviting each of them to submit to him within ten Working Days written submissions and supporting material and shall afford to each of the Parties an opportunity to make counter submissions within a further five Working Days in respect of any such submission and material and his decision shall be given in writing within 20 Working Days after his appointment with reasons and in the absence of manifest error shall be binding on the Parties

11.4 The Expert's costs shall be in his award

11.5 If the Expert shall be or become unable or unwilling to act then the above procedure for the appointment of an expert may be repeated as often as necessary until a decision is obtained

11.6 The provisions of this Clause 11 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction

**12. Lapse etc of the Planning Permission**

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



- (c) shall lapse without having been implemented; or
- (d) shall be revoked; or
- (e) if the Developer shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or
- (f) is quashed on judicial review without being thereafter re- granted by the Council or by the Secretary of State on appeal

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

### **13. Notices**

All notices by one party to any other party shall be given in writing and:-

- 13.1 may in addition to any other effective mode of service be sent by registered or recorded delivery post
- 13.2 shall in the case of a notice or other communication to the Council be served on the Council at the address for the Council given on page 4 of this Deed
- 13.3 shall in the case of a notice or other communication to the Developer be served at the address for the Developer given on page 4 of this Deed or at such other address as shall be notified to the Council in writing

### **14. Release/acknowledgement of performance of obligations**

- 14.1 The Parties agree that in the event the Planning Permission is Commenced the obligations pursuant to the Previous Planning Agreement shall no longer be required to be performed by the Developer in relation to the Land, shall be of no further effect and the Developer shall be released from all liability in respect thereof PROVIDED ALWAYS the release of the Developer from liability pursuant to this clause 14.1 of this Deed shall be null and void if the Developer continues to implement the development that is subject to the Previous Planning Agreement
- 14.2 The Parties agree that in the event that the Planning Permission is Commenced only those planning obligations pursuant to the Previous Planning Agreement shall continue to be performed in relation to Plots 1 to 9 of the Grahame Park Estate of the development that is subject to the Previous Planning Agreement
- 14.3 In the event that the Developer has performed any obligation on its part pursuant to this Deed the Council shall (on being satisfied that the obligation has been performed and upon written request from the Developer) confirm in writing that there is no further liability on the part of the Developer in respect of that obligation
- 14.4 The Parties agree that following the performance and satisfaction of all the obligations contained in this Deed the Council shall remove all entries relating to this Deed from the local land charges register

### **15. Statutory Tests for s106 Obligations**

The Parties agree that the obligations set out in this Deed are:-

15.1 necessary to make the Development acceptable in planning terms;

15.2 directly related to the Development; and

15.3 fairly related in scale and kind to the Development

**16. No Fetter to Council's Powers**

Save as legally or equitably permitted nothing in this Deed shall prejudice or affect the rights discretions powers duties and obligations of the Council in the exercise of its statutory functions and the rights discretions powers duties obligations of the Council under private or public statutes byelaws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed

**17. Third Party Rights**

No term of this Deed shall be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999 (and for this purpose "third party" has the same meaning as in that Act) but this Clause 17 does not affect any right or remedy of such a third party which exists or is available apart from that Act nor the right of the Developer to assign the benefit of the covenants by the Council in this Deed to its successors in title to the Land or any part of the Land

**18. Change of Ownerships**

The Developer covenants with the Council to give the Council written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Land occurring before all the planning obligations under this Deed have been discharged such notice to give details of the new owner's full name and 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 or postal address BUT PROVIDED ALWAYS THAT the Developer shall not be required to give any such notice to the Council where the new owner is an individual owner occupier or tenant or any of their mortgagees or chargees or any of their successors in title

**19. Payment of the Council's Legal fees**

The Developer shall upon the execution of this Deed pay the Council's reasonable and proper legal costs and disbursements incurred in preparing and completing this Agreement

**20. Local Land Charge**

This Deed shall be treated as a local land charge and registered at the Local Land Charges Registry for the purposes of the Local Land Charges Act 1975 by the Council

**21. Deed Governed by English Law**

This Deed is subject to and will be construed in all respects in accordance with the laws of England

**SCHEDULE A**  
**Draft Planning Permission**

Planning and Building Control  
2 Bristol Avenue, Colindale, London, NW9 4EW  
Contact Number: 0208 359 4729

Miss Rudra Rhodes  
HGH Consulting  
45 Welbeck Street  
London  
W1G 8DZ

Application Number: 19/5493/OUT  
Registered Date: 9 October 2019

## **TOWN AND COUNTRY PLANNING ACT 1990**

### **DRAFT GRANT OF PLANNING PERMISSION**

TAKE NOTICE that the Barnet London Borough Council, in exercise of its powers as Local Planning Authority under the above Act, hereby:

#### **GRANTS PLANNING PERMISSION for:**

Hybrid planning application for the demolition of 630 residential units and existing commercial, retail and community floorspace, and the phased redevelopment of Plots 10-12 of Grahame Park comprising a full planning application for the redevelopment of Plot A and an outline planning application for the redevelopment of Plots B to Q for up to 2,088 residential units and up to 5,950sqm (GEA) of flexible non-residential floorspace., , Full planning permission is sought for the demolition of 113 existing homes and the redevelopment of Plot A comprising the erection of 5 buildings between 3 and 11 storeys to provide 209 new homes and 440sqm (GEA) of non-residential floorspace (Use Class A1, A2, A3, B1), landscape, public open space and public realm, associated car parking, cycle spaces and other associated works., , Outline planning permission (scale, layout, landscaping and appearance reserved) for the demolition of 517 existing residential units, buildings and structures on Plots B to Q, and the redevelopment of the site in a series of phases to provide up to 1,879 new homes and up to 5,510sqm (GEA) of non-residential floorspace within classes A1, A2, A3, A4, B1, D1 and D2 including a community centre and childrens day nursery in buildings ranging in height from 3 storeys to 15 storeys, with associated public open space, hard and soft landscaping, public realm, car parking spaces, and cycle parking spaces, stopping up and diversion of Lanacre Avenue and associated works

**At: Grahame Park Estate, Colindale, London, NW9 5XA**

as referred to in your application and shown on the accompanying plan(s):  
Subject to the following condition(s):

- 1 The development hereby permitted must be commenced no later than THREE YEARS from the date of this permission.

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

- 2 The development hereby permitted for the detailed component shall be carried out in accordance with the following approved plans and documents:

HP-PTA-A0-RF-DR-A-9100\_PL1 Proposed site plan  
HP-PTA-A0-RF-DR-A-9150\_PL2 Proposed site plan Phase 01  
HP-PTA-A0-GF-DR-A-9101\_PL3 General arrangement plan - Ground floor  
HP-PTA-A0-01-DR-A-9102\_PL1 General arrangement plan - Level 01  
HP-PTA-A0-02-DR-A-9103\_PL1 General arrangement plan - Level 02  
HP-PTA-A0-03-DR-A-9104\_PL1 General arrangement plan - Level 03  
HP-PTA-A0-04-DR-A-9105\_PL1 General arrangement plan - Level 04  
HP-PTA-A0-05-DR-A-9106\_PL1 General arrangement plan - Level 05  
HP-PTA-A0-06-DR-A-9107\_PL1 General arrangement plan - Level 06  
HP-PTA-A0-07-DR-A-9108\_PL1 General arrangement plan - Level 07  
HP-PTA-A0-08-DR-A-9109\_PL1 General arrangement plan - Level 08  
HP-PTA-A0-09-DR-A-9110\_PL2 General arrangement plan - Level 09  
HP-PTA-A0-10-DR-A-9111\_PL1 General arrangement plan - Level 10  
HP-PTA-A0-RF-DR-A-9112\_PL1 General arrangement plan - Combined roof plan  
HP-PTA-A0-ZZ-DR-A-9200\_PL1 General arrangement elevation - South  
HP-PTA-A0-ZZ-DR-A-9201\_PL1 General arrangement elevation - North  
HP-PTA-A1-ZZ-DR-A-9202\_PL1 General arrangement elevation - A1 West & East  
HP-PTA-A2-ZZ-DR-A-9203\_PL1 General arrangement elevation - A2 West & East  
HP-PTA-A3-ZZ-DR-A-9204\_PL1 General arrangement elevation - A3 West & East  
HP-PTA-A4-ZZ-DR-A-9205\_PL1 General arrangement elevation - A4 South East  
North & West  
HP-PTA-A5-ZZ-DR-A-9206\_PL1 General arrangement elevation - A5 South East  
North & West  
HP-PTA-A0-ZZ-DR-A-9300\_PL1 Plot A General arrangement section - A-A  
HP-PTA-A0-GF-DR-L-9400\_PL1 Landscape plan - Ground floor  
HP-PTA-A0-01-DR-L-9401\_PL1 Landscape plan - First floor

Design reports:

HP-PTA-A0-XX-RP-A-9002\_PL2 Design and Access Statement (DAS) Vol 2 - Detailed component

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the plans as assessed in accordance with policies CS1 and DM01 of the of the Barnet Local Plan, and the National Planning Policy Framework.

- 3 Prior to the commencement of above ground works for the detailed component, the following details shall be submitted to and approved in writing by the Local Planning Authority (unless otherwise approved and agreed):

- i. Full details (including samples, where appropriate) of the materials and finishes to be used on all external surfaces
- ii. Door, entrances, windows (including glazing specifications) and balconies (including drawings and section showing thresholds to adjacent internal spaces and drawings and sections of privacy screens)

Thereafter the feature hereby approved shall be installed prior to occupation and thereafter maintained in secure and good working order for the lifetime of the development.

Reason: To safeguard the character and visual amenities of the site and wider area and to ensure that the building is constructed in accordance with Policies CS5 and DM01 of the Barnet Local Plan and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan (2016).

- 4 Prior to occupation of the detailed component, the following details shall be submitted to and approved in writing by the Local Planning Authority (unless otherwise approved and agreed):

- i. Details of the design and access controls for the car park gate(s)
- ii. Building lighting

Thereafter the feature hereby approved shall be installed prior to occupation and thereafter maintained in secure and good working order for the lifetime of the development.

Reason: To safeguard the character and visual amenities of the site and wider area and to ensure that the building is constructed in accordance with policies CS5 and DM01 of the Barnet Local Plan and Policies 1.1, 7.4, 7.5 and 7.6 of the London Plan (2016).

- 5 Prior to completion or first occupation of the detailed component, whichever is the sooner; details of treatment of all parts on the site not covered by buildings shall be submitted to and approved in writing by the Local planning Authority. The site shall be landscaped strictly in accordance with the approved details in the first planting season after completion or first occupation of the development, whichever is the sooner. Details shall include:

- 1) a scaled plan showing all existing vegetation and landscape features to be retained and trees and plants to be planted;
- 2) location, type and materials to be used for hard landscaping including specifications, where applicable for:
  - (a) permeable paving
  - (b) tree pit design
  - (c) underground modular systems for new tree pits around car parking spaces
  - (d) Sustainable urban drainage integration
  - (e) use within tree Root Protection Areas (RPAs);

- 3) a schedule detailing sizes and numbers/densities of all proposed trees/plants;
- 4) specifications for operations associated with plant establishment and maintenance that are compliant with best practise; and
- 5) types and dimensions of all boundary treatments

There shall be no excavation or raising or lowering of levels within the prescribed root protection area of retained trees unless agreed in writing by the Local Planning Authority. Unless required by a separate landscape management condition, all soft landscaping shall have a written five-year maintenance programme following planting. Any new tree(s) that die(s), are/is removed or become(s) severely damaged or diseased shall be replaced and any new planting (other than trees) which dies, is removed, becomes severely damaged or diseased within five years of planting shall be replaced. Unless further specific permission has been given by the Local Planning Authority, replacement planting shall be in accordance with the approved details.

Reason: Required to safeguard and enhance the character and amenity of the area, to provide ecological, environmental and bio-diversity benefits and to maximise the quality and usability of open spaces within the development, and to enhance its

setting within the immediate locality in accordance with Policies DM01, CS5 and CS7 of the Barnet Local Plan and Policy 7.21 of the London Plan (2016).

- 6 The development hereby permitted for the outline component shall be carried out in accordance with the following approved plans and documents:

Masterplan parameter drawings for approval:

HP-PTA-MP-ZZ-DR-A-0100\_PL1 Site Location Plan  
HP-PTA-MP-XX-DR-A-0101\_PL1 Existing site layout and demolition  
HP-PTA-MP-XX-DR-A-0102\_PL1 Development plot plan  
HP-PTA-MP-XX-DR-A-0103\_PL1 Development phasing plan  
HP-PTA-MP-XX-DR-A-0105\_PL1 Horizontal limits of development plots  
HP-PTA-MP-XX-DR-A-0106\_PL1 Vertical limits of development plots  
HP-PTA-MP-XX-DR-A-0107\_PL1 External ground levels  
HP-PTA-MP-XX-DR-A-0111\_PL1 Access and circulation plan  
HP-PTA-MP-XX-DR-A-0112\_PL1 Horizontal boundary restrictions on development plots

Illustrative masterplan drawings:

HP-PTA-MP-XX-DR-A-0104\_PL1 Building block plan  
HP-PTA-MP-GF-DR-A-0108\_PL1 Ground Floor uses  
HP-PTA-MP-ZZ-DR-A-0109\_PL1 Upper Floor uses  
HP-PTA-MP-XX-DR-A-0110\_PL1 Area of public realm  
HP-PTA-MP-XX-DR-A-0113\_PL1 Plot storey heights  
HP-PTA-MP-XX-DR-A-0114\_PL1 Access and circulation plan

Design reports:

HP-PTA-MP-XX-RP-A-9001\_PL2 Design and Access Statement (DAS) Vol 1 - Outline component  
HP-PTA-MP-XX-RP-A-9003\_PL1 Design Guidelines - Outline component

Reason: For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the plans as assessed in accordance with Policies CS1 and DM01 of the of the Barnet Local Plan, and the National Planning Policy Framework.

- 7 a) The total number of residential units across the development hereby permitted shall not exceed 2088 units.

b) The quantum of non-residential built floor space and distribution of land uses shall not exceed the figures specified below:

Business (B1) - 1,100sq.m  
Retail (A1), Financial and Professional Services (A2), Food and Drink (A3) - 1,500sq.m  
Drinking Establishments (A4) - 250sq.m

The quantum of Community Uses (D1)/ Assembly and Leisure (D2) shall provide a minimum of 1,200sq.m and not exceed 3,100sq.m.

c) In the event of there being any discrepancy between the figures specified above and the documents submitted in support of the application the floorspace figures specified in this condition shall apply.

d) Each reserved matters application shall include a statement to demonstrate compliance with the above table.

Reason: To ensure that the development is carried out in accordance with the approved plans and other submitted details and to ensure that the quantum of floorspace remains within the approved parameters as assessed pursuant to the Environmental Impact Assessment of the development.

8 Applications for the approval of reserved matters shall be made to the Local Planning Authority before the expiration of 5 years from the date of this permission.

Reason: In accordance with Section 92 of the Town and Country Planning Act 1990.

9 The development hereby permitted for the outline component shall begin no later than 7 years from the date of this permission and, in the case of the individual Development Plot, no later than 2 years from:

- i. the final approval of the last Reserved Matters Application pursuant to Condition 8; or
- ii. The final approval of any pre-commencement condition associated with that Development Plot.

Reason: To comply with the provisions of Section 92 of the Town & Country Planning Act 1990 (as amended).

10 Applications for the approval of the following reserved matters for each Development Plot shall be made to the Local Planning Authority before the expiration of 15 years from the date of this permission

- Layout of buildings and associated roads, routes and open space;
- Scale of the building
- Appearance of the building
- Landscaping

Reason: To comply with Section 51 of the Planning and Compulsory Purchase Act, 2004.

11 With the exception of Demolition, Ground Works and Site Preparation Works, no development shall commence for the outline element until a Phasing Plan identifying the Development Plots (including Heybourne Park) and associated infrastructure works (including highways works) has been submitted to and approved by the Local Planning Authority.

The development shall be carried out in accordance with the approved Phasing Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the development is carried out in appropriate phases and to allow the phasing plan to be amended to reflect changes to the phasing of the



development that were not foreseen at the date when the phasing plan was approved.

- 12 Notwithstanding any additional requirements identified by the LPA, any other authority and the National List and Local List, Reserved Matters Applications shall be accompanied by the documents listed below unless the LPA considers and confirms in writing that the submission of any of such documents is not necessary.

#### Layout

- i. A report and plans detailing layout of the proposed building or buildings and any relevant roads or landscaping associated with the Development Plot to which the reserved matter relates;
- ii. A reconciliation plan showing how the proposed detailed layout of the roads, pedestrian and cycle routes, and the detailed layout of open spaces with the Development Plot are consistent with the parameters and principles for the layout of the wider development in accordance with the Design Guidelines;
- iii. A report detailing any necessary temporary layout associated with the Development Plot;
- iv. A report and plans detailing internal layout of any buildings;
- v. A report detailing inclusive access; and
- vi. A plan showing refuse and recycling, and servicing details.

#### Scale

- i. A statement (including accompanying design material) to demonstrate the selection of materials accords with the Design Guidelines.

#### Appearance

- i. Plans, drawings, sections and elevations to explain full details of the materials to be used on all external surfaces (including hard landscaping) and, where practicable, samples shall be provided; and
- ii. A statement (including accompanying design materials) to demonstrate the selection of materials accords with the Design Guidelines.

#### Landscaping

- i. Plans, drawings, sections and specifications to explain details of proposed landscaping works, including finished ground levels, proposed drainage arrangements, play equipment, planting, finishes, fences, walls, gates, railings. Screens, canopies, seating, signage and litter bins, surface treatments and enclosures;
- ii. A statement (including accompanying design material) to demonstrate the landscape works accords with the Design Guidelines;
- iii. Specification for the size, type and appearance of all paving or other hard surfaces;
- iv. Outline specification for street furniture;
- v. Tree planting details and specification of all other planting and cultivation;
- vi. Management and maintenance details;
- vii. Details of proposed green or brown roofs including detailed specifications and a supporting explanatory statement to demonstrate the anticipated distribution of green or brown roofs within the Development Plot required to accord with the Design Guidelines;
- viii. Details of hard landscaping, including means of enclosure, means of access to each building, any shared vehicular and pedestrian surfaces (including surface material and kerb details that ensure a safe and convenient environment for

blind and partially sighted people), car parking layouts, pedestrian access and circulation areas, cycle parking layouts, hard surfacing, external furniture, play equipment and refuse storage;

ix. Details of soft landscaping works including planting plans, written specifications (including cultivation and other operations associated with grass and plant establishment and after care and maintenance), schedules of plants, species, plant sizes, proposed numbers or densities where appropriate, height and maturity of trees and shrubs, sections through mounds, and tree containers and raised shrub beds at podium level; and

x. Details of the programme for implementing and completing the planting.

Reason: To ensure a satisfactory appearance to the development in accordance with Policy DM01, CS5 and CS7 of the Barnet Local Plan and Policy 7.21 of the London Plan (2016).

- 13 No development shall commence within a Development Plot (with the exception of Demolition, Ground Works and Site Preparation Works) until a scheme of Advanced Infrastructure Works associated with that Development Plot is submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

- i. Underground drainage details;
- ii. Below ground energy infrastructure;
- iii. Below ground services and utilities;
- iv. Groundworks, earthworks, contouring and levels;
- v. A statement of compliance with the site wide strategies as illustrated in the approved application documents.

Development shall be carried out in accordance with the approved details unless otherwise agreed in writing.

Reason: To ensure appropriate arrangements are made for servicing, utilities and infrastructure and to avoid potential conflicts between an impacts upon the development as proposed and its servicing, utilities and infrastructure, in the interests of a sustainable development in accordance with the National Planning Policy Framework.

- 14 Prior to the commencement of development for a Development Plot a scheme/plan making provision for a Demolition and/ or Construction Environmental Method and Management Plan to control the adverse impacts of the Demolition and/ or Construction Works on the amenity, safety and wellbeing of site workers, the public and nearby occupiers for that Development Plot has been submitted to the Local Planning Authority for approval in writing.

Each submitted Demolition and/ or Construction Environmental Method and Management Plan shall include (where applicable), but not be limited to, details of:

- a) Construction Logistics Plan (CLP);
- b) parking of vehicles of site personnel and visitors;
- c) sourcing of materials;
- d) storage of plant and materials;
- e) dust management controls;
- f) location and height of cranes, scaffolding and safety;
- g) measures of minimising the impact of noise and, if appropriate, vibration arising from construction activities;
- h) predicted noise and, if appropriate, vibration levels for construction using methodologies and at locations agreed with the Local Planning Authority;

- i) scheme for monitoring noise and if appropriate, vibration levels using methodologies and at points agreed with the Local Planning Authority;
- j) scheme for security fencing / hoardings, depicting a readily visible 24-hour contact number for queries or emergencies;
- k) details of disposal of waste and storage arising from the construction programme, including final disposal points (the burning of waste on the site at any time is specifically precluded);
- l) hours of operation;
- m) smoke management controls;
- n) odour controls;
- o) road cleaning and wheel washing facilities;
- p) any other matters relevant to the particular Development Plot;
- q) all other mitigation measures referred to in the approved Environmental Statement (ES) as to be contained within an Environmental Management Plan; and
- r) Construction Traffic Management Plan which shall include, but not be limited to, the following information:
  - i. details of the routing of construction vehicles to the site, hours of access, access and egress arrangements within the site and security procedures;
  - ii. site preparation and construction stages of the development;
  - iii. details of provisions for recycling of materials, the provision on site of a storage/delivery area for all plant, site huts, site facilities and materials;
  - iv. details showing how all vehicles associated with the construction works are properly washed and cleaned to prevent the passage to mud and dirt onto the adjoining highway;
  - v. programme of works and associated trip / vehicle generation and assessment of impact and requirements for mitigation if required;
  - vi. construction vehicle routing plan;
  - vii. details of vehicle sizes and vehicle swept path analysis both external and internal to the site;
  - viii. staff travel arrangement;
  - ix. details of contractors compound and car parking arrangements / layout;
  - x. details of interim car parking management arrangements / demand for the duration of construction;
  - xi. provision of safe site access arrangements and highway safety for all modes of travel (such as banksman, pedestrian and cyclists);
  - xii. details of a community liaison contact for the duration of all works associated with the development;
  - xiii. Construction Worker Travel Plan (CWTP).

Each Development Plot shall only be constructed in accordance with its relevant approved and Demolition and/ or Construction Environmental Method and Management Plan.

Each approved Demolition and/ or Construction Environmental Method and Management Plan shall be fortnightly monitored during the construction works and if necessary revised to reflect any changes to programme or events and activities on-site.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties and in the interests of highway and pedestrian safety in accordance with Policies CS9, CS13, CS14, DM01, DM04 and DM17 of the Barnet Local Plan and Policies 5.3, 5.18, 7.14 and 7.15 of the London Plan (2016).

- 15 No construction work in relation to the development hereby approved shall be carried out on the site at any time on Sundays, Bank or Public Holidays, before 8.00am or after 1.00pm on Saturdays, or before 8.00am or after 6.00pm on any other days unless in accordance with previously agreed emergency procedures for deviation.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of adjoining residential properties in accordance with Policies DM01 and DM04 of the Barnet Local Plan.

- 16 16. 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.

The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>

Reason: In the interests of good air quality with regard to Policies 5.3 and 7.14 of the London Plan (2016). In accordance with the Barnet's Sustainable Design and Construction SPD (adopted October 2016).

- 17 The development, including any works of demolition shall be carried out in full accordance with the Air Quality Assessment and Air Quality Neutral Assessment as submitted in accordance with the Environmental Statement.

Reason: To ensure that the development does not have an adverse impact on air quality in the vicinity, in line with the Sustainable Design and Construction SPD (adopted October 2016) and Policies 3.2, 5.3 and 7.14 of the London Plan (2016).

- 18 Part 1

A remediation strategy shall be prepared using the information obtained from the Geotechnical and Geoenvironmental Desktop Study, prepared by Campbell Reith dated October 2015, the Geoenvironmental Land Quality Statement, prepared by Campbell Reith dated April 2017, the Geo-Environmental Report prepared by Curtins dated October 2019, in accordance with Chapter 7 of the ES, and also detailing any post remedial monitoring. The remediation strategy shall be submitted to and approved in writing by the local planning authority prior to that remediation being carried out on site.

Part 2

d) Where remediation of contamination on the site is required completion of the remediation detailed in the method statement shall be carried out for each Development Plot and a report that provides verification that the required works have been carried out, shall be submitted to, and approved in writing by the Local Planning Authority before the development of each plot is occupied.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety in accordance with Policies DM04 and CS of the Barnet Local Plan, Barnet's Sustainable Design and Construction SPD (adopted October 2016), Policy 5.21 of the London Plan (2016) and the National Planning Policy Framework.

- 19 If, during development of each Development Plot, contamination not previously identified is found to be present at the site then no further development within that Development Plot (unless otherwise agreed in writing with the Local Planning Authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to and approved in writing by the Local Planning Authority. The remediation strategy shall be implemented as approved.

Reason: To ensure that the development is not put at unacceptable risk from, or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site in line with paragraph 170 e) of the National Planning Policy Framework.

- 20 a) No above ground works take place on site until a noise assessment, carried out by an approved acoustic consultant, which assesses the likely impacts of noise on the development and measures to be implemented to address its findings has been submitted to and approved in writing by the Local Planning Authority. The report shall include all calculations and baseline data, and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.
- b) The measures approved under this condition shall be implemented in their entirety prior to the commencement of the use/first occupation of the development and retained as such thereafter.

Reason: To ensure that the amenities of occupiers are not prejudiced by rail and/or road traffic and/or mixed use noise in the immediate surroundings in accordance with Policy DM04 of the Barnet Local Plan, the Sustainable Design and Construction SPD (adopted October 2016) and Policy 7.15 of the London Plan (2016).

- 21 The level of noise emitted from any plant hereby approved shall be at least 5dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property.

If the noise emitted has a distinguishable, discrete continuous note (whine, hiss, screech, hum) and/or distinct impulse (bangs, clicks, clatters, thumps), then it shall be at least 10dB(A) below the background level, as measured from any point 1 metre outside the window of any room of a neighbouring residential property.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with Policies DM04 of the Barnet Local Plan and Policy 7.15 of the London Plan (2016).

- 22 a) No above ground works shall commence on site in connection with the development hereby approved until a report has been carried out by a competent

acoustic consultant that assesses the likely noise impacts from the development of the ventilation/extraction plant, and mitigation measures for the development to reduce these noise impacts to acceptable levels, and has been submitted to and approved in writing by the Local Planning Authority.

The report shall include all calculations and baseline data, and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.

b) The measures approved under this condition shall be implemented in their entirety prior to the commencement of the use/first occupation of the development and retained as such thereafter.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of neighbouring properties in accordance with Policy DM04 of the Barnet Local Plan, the Sustainable Design and Construction SPD (adopted October 2016) and Policy 7.15 of the London Plan (2016).

- 23 a) No above ground works shall take place until details of mitigation measures to show how the development will be constructed/adapted so as to provide sufficient air borne and structure borne sound insulation against internally/externally generated noise and vibration has been submitted to and approved in writing by the Local Planning Authority.

This sound insulation shall ensure that the levels of noise generated from the as measured within habitable rooms of the development shall be no higher than 35dB(A) from 7am to 11pm and 30dB(A) in bedrooms from 11pm to 7am.

The report shall include all calculations and baseline data, and be set out so that the Local Planning Authority can fully audit the report and critically analyse the content and recommendations.

b) The mitigation measures as approved under this condition shall be implemented in their entirety prior to the commencement of the use or first occupation of the development and retained as such thereafter.

Reason: To ensure that the proposed development does not prejudice the amenities of occupiers of the residential properties in accordance with Policies DM04 of the Development Management Policies DPD (adopted September 2012), the Sustainable Design and Construction SPD, and 7.15 of the London Plan 2016.

- 24 No development other than demolition of any phase shall take place until a detailed surface water drainage strategy has been submitted to, and approved in writing by the London Borough of Barnet Planning Authority. The scheme shall subsequently be implemented in accordance with the approved details before the development is completed.

The scheme shall subsequently be implemented in accordance with the approved details before development is completed.

Unless otherwise agreed the scheme shall be based upon the principles within the agreed Grahame Park Stage B (Plots A-Q) Drainage Strategy prepared by Curtins (ref: HP-CUR-MP-XX-RP-C-0001) dated October 2019 and shall include but not limited to:

- A feasibility study investigating the discharge to the existing pond in Heybourne Park;
- A clear labelled detailed network diagram showing pipe gradients, sizes, levels including relevant information for hydrobrake manhole;
- Supporting hydraulic design calculations with corresponding Micro Drainage design input/output using the same reference numbers;
- Evidence of third-party agreement for diversion of the existing drainage system (in principle/ consent to discharge);
- Evidence of third-party agreement for discharge to their system with agreed rate of discharge (in principle/ consent to discharge);
- Flood Estimation Handbook (FEH) design rainfall (2013);
- Assessment of the proposed drainage system during the 30-year design rainfall according to Sewer for Adoption 7th Edition (without attenuation storage or flow control structure);
- Assessment of the attenuation storage volume to cope with the 100-year rainfall event plus climate change to include the proposed drainage network as one system not in isolation;
- 50% drain down time of the proposed attenuation storage volume;
- Longitudinal section profile showing the proposed SuDS attenuation storage, relevant, control structure including the existing outfall points with relevant design levels;
- A plan showing details of overland flood flow routes in the event of system exceedance, or blockage with demonstration that such flows can be appropriately managed on site;
- Relevant maintenance programme and on-going maintenance responsibilities for the proposed SuDS;
- The proposed SuDS structures design details;
- Agreement for the proposed discharge rates and discharge point for surface water sewer network undertaken in line with Thames Water recommendations; and
- Agreement of the discharge point of the highway drainage.

Reason: To ensure that surface water runoff is managed effectively to mitigate flood risk and to ensure that SuDS are designed appropriately using industry best practice to be cost-effective to operate and maintain over the design life of the development in accordance with Policies 5.13 and 5.14 of the London Plan (2016), and changes to SuDS planning policy in force as of 6 April (including the Written Ministerial Statement of 18 December 2014, Planning Practice Guidance and the Non-Statutory Technical Standards for Sustainable Drainage Systems) and best practice design guidance (such as the SuDS Manual, C753).

- 25 No infiltration of surface water drainage into the ground at Grahame Park is permitted other than with the written consent of the Local Planning Authority. The development shall be carried out in accordance with the approved details.

Reason: To protect groundwater in accordance with paragraph 109 of the National Planning Policy Framework.

- 26 Piling, deep foundations or other intrusive groundworks (investigation boreholes, tunnel shafts, ground source heating and cooling system using penetrative methods) shall not be carried out other than with the written consent of the local planning authority. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the proposed development does not harm groundwater resources in line with paragraph 109 of the National Planning Policy Framework.

27 No properties shall be occupied until confirmation has been provided that either:-

1. Capacity exists off site to serve the development; or
2. A housing and infrastructure phasing plan has been agreed with Thames Water. Where a housing and infrastructure phasing plan is agreed, no occupation shall take place other than in accordance with the agreed housing and infrastructure phasing plan; or
3. All wastewater network upgrades required to accommodate the additional flows from the development have been completed.

Reason: Network reinforcement works may be required to accommodate the proposed development. Any reinforcement works identified will be necessary in order to avoid sewage flooding and/or potential pollution incidents.

28 Prior to above ground works for the detailed element a revised Energy Strategy shall be submitted and approved in writing and the development carried out in accordance with the approved strategy.

As part of Reserved Matters applications for all Development Plots, details of the energy supply for each building in the relevant Development Plot shall be submitted and approved by the Local Planning Authority. Details shall be in accordance with the Energy Statement unless otherwise agreed and shall include:

- i. Details of the energy supply for each building connections, including a statement of compliance with the Energy Statement;
- ii. Details of any temporary energy provision required; and
- iii. Details of the safeguarded provision for connections to an area wide heat network if feasible (as per Part A)

Reason: To ensure that the development is sustainable and complies with the requirements of Policies 5.2 and 5.6 of the London Plan (2016).

29 Prior to above ground works of any building, a rainwater and greywater feasibility study, investigating the potential for incorporating rainwater or greywater recycling, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To ensure that the development is sustainable and complies with the requirements of Policies 5.13, 5.14 and 5.15 of the London Plan (2016).

30 Prior to the commencement of any phase of development hereby approved (including demolition and all preparatory work), a scheme for the protection of the retained trees, in accordance with BS 5837:2012, including a tree protection plan(s) (TPP) and an arboricultural method statement (AMS) shall be submitted to and approved in writing by the Local Planning Authority. Specific issues to be dealt with in the TPP and AMS:

- a) Location and installation of services/ utilities/ drainage;



- b) Methods of demolition within the root protection area ( RPA as defined in BS 5837: 2012) of the retained trees;
- c) Details of construction within the RPA or that may impact on the retained trees;
- d) a full specification for the installation of boundary treatment works;
- e) a full specification for the construction of any roads, parking areas and driveways, including details of the no-dig specification and extent of the areas of the roads, parking areas and driveways to be constructed using a no-dig specification. Details shall include relevant sections through them;
- f) Detailed levels and cross-sections to show that the raised levels of surfacing, where the installation of no-dig surfacing within Root Protection Areas is proposed, demonstrating that they can be accommodated where they meet with any adjacent building damp proof courses;
- g) A specification for protective fencing to safeguard trees during both demolition and construction phases and a plan indicating the alignment of the protective fencing;
- h) a specification for scaffolding and ground protection within tree protection zones;
- i) Tree protection during construction indicated on a TPP and construction and construction activities clearly identified as prohibited in this area;
- j) details of site access, temporary parking, on site welfare facilities, loading, unloading and storage of equipment, materials, fuels and waste as well concrete mixing and use of fires;
- k) Boundary treatments within the RPA;
- l) Methodology and detailed assessment of root pruning;
- m) Arboricultural supervision and inspection by a suitably qualified tree specialist;
- n) Reporting of inspection and supervision;
- o) Methods to improve the rooting environment for retained and proposed trees and landscaping; and
- p) Veteran and ancient tree protection and management.

The development thereafter shall be implemented in strict accordance with the approved details.

Reason: Required prior to commencement of development to satisfy the Local Planning Authority that the trees to be retained will not be damaged during demolition or construction and to protect and enhance the appearance and character of the site and locality, in accordance with Policy DM01, CS5 and CS7 of the Barnet Local Plan, Policy 7.21 of the London Plan (2016) and pursuant to Section 197 of the Town and Country Planning Act 1990.

31 30. Prior to completion or first occupation of the relevant Development Plots, whichever is the sooner; details of treatment of all parts on the site not covered by buildings shall be submitted to and approved in writing by the Local planning Authority. The site shall be landscaped strictly in accordance with the approved details in the first planting season after completion or first occupation of the development, whichever is the sooner. Details shall include:

1) a scaled plan showing all existing vegetation and landscape features to be retained and trees and plants to be planted;

2) location, type and materials to be used for hard landscaping including specifications, where applicable for:

(a) permeable paving

(b) tree pit design

(c) underground modular systems for new tree pits around car parking spaces

(d) sustainable urban drainage integration

(e) use within tree Root Protection Areas (RPAs);

3) a schedule detailing sizes and numbers/densities of all proposed trees/plants;

4) specifications for operations associated with plant establishment and maintenance that are compliant with best practise

5) types and dimensions of all boundary treatments; and

6) details of tool storage and irrigation on the podiums and any roof terraces that will enable residents to interact/maintain the soft landscape areas.

There shall be no excavation or raising or lowering of levels within the prescribed root protection area of retained trees unless agreed in writing by the Local Planning Authority. Unless required by a separate landscape management condition, all soft landscaping shall have a written five-year maintenance programme following planting. Any new tree(s) that die(s), are/is removed or become(s) severely damaged or diseased shall be replaced and any new planting (other than trees) which dies, is removed, becomes severely damaged or diseased within five years of planting shall be replaced. Unless further specific permission has been given by the Local Planning Authority, replacement planting shall be in accordance with the approved details.

Reason: Required to safeguard and enhance the character and amenity of the area, to provide ecological, environmental and bio-diversity benefits and to maximise the quality and usability of open spaces within the development, and to enhance its setting within the immediate locality in accordance with Policy DM01, CS5 and CS7 of the Barnet Local Plan and Policy 7.21 of the London Plan (2016).

32 Notwithstanding the content of plans hereby approved, prior to the commencement of above ground works within each Development Plot details comprising a scheme of measures to enhance and promote biodiversity within the development shall be submitted to the Local Planning Authority and approved in writing. The approved scheme of measures shall be implemented in full in accordance with the approved details before the development is first used.

Reason: To ensure that the development represent high quality design and meets the objectives of development plan policy as it relates to biodiversity in accordance with Policies DM01 and DM16 of the Barnet Local Plan and Policies 5.11 and 7.19 of the London Plan (2016).

- 33 Vegetation clearance should take place outside the bird breeding season (October to February). Any clearance of vegetation with the potential to support nesting birds during this period may only occur following a check by a qualified ecologist. If any active nests are found, works must cease, the area left in situ and an appropriate buffer zone established until such time as a qualified ecologist confirms that the nest is no longer in active use.

Reason: To avoid the potential for an offence under the Wildlife and Countryside Act 1981, as amended.

- 34 Prior to first occupation within the relevant Development Plots, unless otherwise agreed in writing as part of the approved phasing, the play space and sport and recreation features shall be provided in accordance with the approved details for the Development Plots to which the play space relates and thereafter maintained for the lifetime of the development.

Reason: To ensure there is adequate plays space available for all users in accordance with Policy DM02 of the Barnet Local Plan and Policy 3.6 of the London Plan (2016).

- 35 Notwithstanding the details submitted with the application, prior to construction of above ground works of any building within the relevant Development Plot, the following details for that Development Plot shall be submitted to and approved in writing by the Local Planning Authority:

- i. Enclosures, screened facilities and/or internal areas of the proposed buildings to be used for the storage of recycling containers, wheeled refuse bins and any other refuse storage containers where applicable;
- ii. satisfactory points of collection; and
- iii. details of the refuse and recycling collection arrangements

The development shall be implemented and the refuse and recycling facilities provided fully in accordance with the approved details before the development is occupied and the development shall be managed in accordance with the approved details.

Reason: To ensure a satisfactory refuse and recycling facilities are provided at the development in accordance with Polices CS5, CS9, CS14, DM01, DM04 and DM17 of the Barnet Local Plan.

- 36 The non-residential units within the relevant Development Plot shall not be occupied until an Operational Waste Management Plan, setting out the measures for the management of operational waste within that Development Plot, has been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out in accordance with the approved details unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure that the development is sustainable and complies with the requirements of Policy 5.3 of the London Plan (2016), and to ensure a satisfactory refuse and recycling facilities are provided at the development in accordance with Polices CS5, CS9, CS14, DM01, DM04 and DM17 of the Barnet Local Plan.

- 37 The development shall provide a total of 10% of units across the site designed to be fully wheelchair accessible or easily adaptable for residents who are wheelchair users unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of policies 3.8 and 7.2 of the London Plan (2016); and to ensure that parking is provided and managed in line with the council's standards in the interests of highway and pedestrian safety in accordance with policies CS9 and DM17 of the Barnet Local Plan.

- 38 Prior to above ground works of a building within the relevant Development Plot, details shall be submitted and approved by the local planning authority demonstrating that the building has been designed using the principles of Secure by Design. The development shall be carried out in accordance with the approved details and thereafter retained.

Reason: To protect the amenity of the area in accordance with Policies DM01 and DM04 of the Barnet Local Plan.

- 39 Prior to occupation of the relevant phase of the development hereby approved, details of external lighting proposed within that Development Plot shall be submitted to and approved in writing by the Local Planning Authority. The details of the external lighting shall include the existing average night time luminance and light spread levels across the application site at night, identify the levels of light pollution received at the windows to residential properties within proposed development and, where appropriate, identify the measures to be used to mitigate the impacts of light pollution on the future occupiers proposed dwellings as well as mitigate any impacts to species including bats. Any light pollution mitigation identified shall be implemented in full prior to occupation of the relevant phase.

Reason: To ensure the development provides adequate amenities of the future occupiers of the proposed dwellings and to accord with Policy DM01 of the Barnet Local Plan and to mitigate the impact to species including bats in accordance with Policies CS7 and DM16.

- 40 Prior to construction of above ground works of the first phase of the outline element to include non-residential floorspace (excluding D1 and D2 floorspace), a Commercial Uses Strategy shall be submitted to and approved by the local planning authority and the recommendations implemented accordingly.

Reason: In the interests of establishing the proposed strategy for marketing and occupying the proposed A1, A2, A3, A4 and B1 floorspace.

- 41 No building shall be occupied until an Estate Management Plan has been submitted to and approved in writing by the Local Planning Authority.

The development shall be managed in accordance with the approved Estate Management Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure the coordinated management and maintenance in good working order of the site not limited to an including its buildings, roads including SUDs, parks, gardens, landscaping, street trees, public squares, energy centre and site

network in the interests of sustainable development in accordance with the NPPF, London Plan (2016) and Barnet Core Strategy.

- 42 Prior to Demolition, Ground Works and Site Preparation Works for each Development Plot details of all highways to be stopped under Section 247 of the Town and Country Planning Act 1990 shall be submitted to and agreed with the Local Planning Authority.

Reason: To ensure that adequate public access is provided throughout the development.

- 43 No residential or commercial units shall be occupied until the access roads and highways works (on and off-site) associated with the block in which that unit is located are made available for use.

Reason: To ensure there is adequate access available to all residential units and commercial units.

- 44 Unless otherwise agreed with the LPA, each phase of the development will be accompanied by review of network traffic conditions and the likely cumulative impact of the subject phase, with the scope to be agreed with the LPA. If it is demonstrated that mitigation measures would be required in order to ensure that the impact of the phase is not severe (as required by the NPPF) then details of this and its delivery shall be agreed prior to the phase proceeding.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development encourages sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 45 A Site Wide Pedestrian and Cycle Strategy shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development.

Unless otherwise agreed, this shall be in accordance with the strategy set out in the Transport Assessment. The development shall be carried out in accordance with the approved Site Wide Pedestrian and Cycle Strategy unless otherwise agreed in writing with the Local Planning Authority

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development encourages sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 46 Prior to first occupation of the relevant Development Plot a Pedestrian and Cycle Plan demonstrating compliance with the Site Wide Pedestrian and Cycle Strategy shall be submitted to and approved in writing by the Local Planning Authority.

The Pedestrian and Cycle Plan shall be implemented in accordance with the approved details before the buildings hereby permitted are occupied and maintained thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development encourages sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 47 A Site Wide Sustainable Transport Strategy for the whole of Grahame Park development within the context of the wider Colindale area shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development.

Unless otherwise agreed, this Strategy shall include but not be limited to the following details:

- i. When the phased delivery of roads / infrastructure will be built / delivered;
- ii. What public transport measures will be required at each phase which includes bus infrastructure / services and routing;
- iii. Design compliance to desire lines to public transport and key locations and the proposed improvements to facilitate this (this involves public transport accessibility);
- iv. Walking and cycling links and proposed improvements to facilitate this;
- v. Compliance with Healthy Streets approach to design and delivery of measures; and
- vi. Construction programme / phasing.

The development shall be carried out in accordance with the approved Transport Strategy unless otherwise agreed in writing with the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development encourages sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 48 A Site Wide Car Parking Management Strategy shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of the development.

Unless otherwise agreed, this shall be in accordance with the strategy set out in the Transport Assessment. The development shall be carried out in accordance with the approved Site Wide Car Parking Management Strategy unless otherwise agreed in writing with the Local Planning Authority

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2015) and also, To ensure that the development does not over-provide car parking spaces and to encourage sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 49 Prior to first occupation of the relevant Development Plot a Car Parking Management Plan demonstrating compliance with the Site Wide Car Parking Strategy shall be submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed, the details shall include:

- i. Location and layout of car parking spaces;
- ii. Allocation of car parking spaces (for residential, non-residential users and visitors);

- iii. On-site parking controls and charges (if any);
- iv. The enforcement details of unauthorised parking in line with the Council's parking regime in Colindale within the development's surrounding area;
- v. 'Blue badge' space quantities in accordance with the London Plan;
- vi. Location of car club space (if required) in accordance with Site Wide Parking Strategy;
- vii. Electric Charging Points: Location and specification. For residential parking spaces, delivery of the 20% of parking spaces which shall be active and 20% which shall be passive electric charging points. For non-residential spaces, provision at 20% of spaces shall be undertaken with potential provision at a further 10% of spaces;
- viii. Car parking reconciliation (evidence that the number of vehicular parking spaces proposed for each Development Plot is proportionate having regard to the Site Wide Parking Strategy);

The car parking spaces shall not thereafter be used for any purpose other than for the parking and turning of vehicles associated with the development. The Car Parking Management Plan and the abovementioned provisions shall be implemented in accordance with the approved details before the buildings hereby permitted are occupied and maintained thereafter unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure the development meets the needs of its future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development does not over-provide car parking spaces and to encourage sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 50 Prior to first occupation within each development plot the developer shall hereby submit for approval in writing by the Local Planning Authority, a Temporary Parking Strategy to respond to the phased construction of the development in line with the Phasing Plan (also to be submitted from approval). The details of the temporary car parking during the development build-out shall include:
- i. Management of existing car parking spaces;
  - ii. Displacement and replacement of parking spaces within the development site boundary for residents;
  - iii. Associated controls on these spaces.

Reason: To ensure the development meets the needs of its existing and future occupiers and to comply with the requirements of Policies 3.8 and 7.2 of the London Plan (2016) and also, to ensure that the development does not over-provide car parking spaces and to encourage sustainable travel in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 51 Prior to above ground works for each Development Plot further details of cycle parking including the location and number of cycle spaces and cycle storage facilities in accordance with the London Plan should be submitted to and approved by the Local Planning Authority and such spaces shall be permanently retained thereafter. Minimum aisle widths, as set out in London Cycling Design Standards, must be met and 5% of space should be provided for the storage of non-standard cycles.

Reason: In the interests of promoting cycling as a mode of transport in accordance with Policies CS9 and DM17 of the Barnet Local Plan, and the London Cycling Design Standards (2016).

- 52 No building shall be occupied until a Delivery and Servicing Management Plan in respect of that building has been submitted to and approved in writing by the Local Planning Authority. Unless otherwise agreed, this shall be in accordance with the strategy set out in the Transport Assessment and Outline Delivery and Servicing Management Plan. The development shall be carried out in accordance with the approved Delivery and Service Management Plan unless otherwise agreed in writing with the Local Planning Authority.

Reason: In the interest of highway safety in accordance with Policies CS9 and DM17 of the Barnet Local Plan.

- 53 Prior to first occupation within the relevant Development Plot, a communal/centralised satellite and television reception equipment shall be installed on all blocks within that Development Plot unless otherwise agreed in writing by, the Local Planning Authority. The equipment shall thereafter be retained and made available for use by all occupiers of the development.

Reason: To ensure that the development makes appropriate provision for such equipment, so as to not impact adversely on the character of the area, in accordance with Policies CS5 and DM01 of the Barnet Local Plan.

- 54 Notwithstanding the provisions of any development order made under Section 59 of the Town and Country Planning Act 1990 (or any Order revoking and re-enacting that Order) the following operations shall not be undertaken without the receipt of prior specific express planning permission in writing from the Local Planning Authority on the buildings hereby approved:

The enlargement or extension of the dwellings hereby permitted, including any additions or alterations to the roof; the construction of a new building or enclosure within the application site; the construction of new hardstanding for vehicles, or means of vehicular access to the highway to be formed, laid out or constructed within the site; the installation of any structures or apparatus for purposes relating to telecommunications on any part the development hereby approved, including any structures or development otherwise permitted under Part 24 and Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995 (as amended) or any equivalent Order revoking and re-enacting that Order.

Reason: To ensure that the development does not impact adversely on the character of the area and to ensure the Local Planning Authority can control the development in the area so that it accords with Policies CS5 and DM01 of the Barnet Local Plan.

- 55 The proposed flexible non-residential floorspace at ground floor hereby approved shall not be used for a nightclub, music venue, concert venue, bingo hall, or a place of worship or any equivalent uses within Classes D2 and D1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), and the Town and Country Planning (General Permitted Development) Order 1995 (as



amended) or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order, with or without modification.

Reason: To ensure that occupation of the premises does not prejudice the amenities of future residential occupiers in accordance with Policies DM01 and DM13 of the Barnet Local Plan.

- 56 In respect of any future Class A3/4 occupation, no persons other than staff shall be permitted to be on the premises between the hours of 23.30 and 08.00 unless otherwise agreed in writing by the Local Planning Authority.

Reason: To ensure that occupation of the premises does not prejudice the amenities of future residential occupiers in accordance with Policies DM01 of the Barnet Local Plan.

#### **INFORMATIVE(S):**

- 1 A Planning Obligation under Section 106 of the Town & Country Planning Act 1990 (as amended) relates to this permission.
- 2 The applicant is advised that the submitted Construction Method Statement shall include as a minimum details of:
  - o Site hoarding
  - o Wheel washing
  - o Dust suppression methods and kit to be used
  - o Site plan identifying location of site entrance, exit, wheel washing, hoarding, dust suppression, location of water supplies and location of nearest neighbouring receptors. Explain reasoning if not applicable.
  - o For major developments only: confirmation that all Non Road Mobile Machinery (NRMM) comply with the Non Road Mobile Machinery (Emission of Gaseous and Particulate Pollutants) Regulations 1999. Proof within the contractor's specification that all NRMM will be registered on the local government website
  - o Confirmation whether a mobile crusher will be used on site and if so, a copy of the permit and indented dates of operation.
  - o For major developments only: provide a copy of an asbestos survey for smaller developments confirmation that a survey has been carried out.

Confirmation of the following: log book on site for complaints, work in accordance with British Standards BS 5228-1:2009+A1:2014 and best practicable means are employed; clear contact details on hoarding. Standard construction site hours are 8am-6pm Monday - Friday, 8am-1pm Saturday and not at all on Sundays and Bank Holidays. Bonfires are not permitted on site.

- 3 In complying with the contaminated land condition parts 1 and 2, reference should be made at all stages to appropriate current guidance and codes of practice. This would include:
  - 1) The Environment Agency CLR & SR Guidance documents (including CLR11 'Model Procedures for the Management of Land Contamination');

- 2) National Planning Policy Framework (2012) / National Planning Practice Guidance (2014);
- 3) BS10175:2011 - Investigation of potentially contaminated sites - Code of Practice;
- 4) Guidance for the safe development of housing on land affected by contamination, (2008) by NHBC, the EA and CIEH;
- 5) CIRIA report C665 - Assessing risks posed by hazardous ground gases to buildings;
- 6) CIRIA report C733 - Asbestos in soil and made ground: a guide to understanding and managing risks.

Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

- 4 The applicant is advised to engage a qualified acoustic consultant to advise on the scheme, including the specifications of any materials, construction, fittings and equipment necessary to achieve satisfactory internal noise levels in this location.

In addition to the noise control measures and details, the scheme needs to clearly set out the target noise levels for the habitable rooms, including for bedrooms at night, and the levels that the sound insulation scheme would achieve.

The Council's Sustainable Design and Construction Supplementary Planning Document requires that dwellings are designed and built to insulate against external noise so that the internal noise level in rooms does not exceed 30dB(A) expressed as an Leq between the hours of 11.00pm and 7.00am, nor 30dB(A) expressed as an Leq between the hours of 7.00am and 11.00pm (Guidelines for Community Noise, WHO). This needs to be considered in the context of room ventilation requirements.

The details of acoustic consultants can be obtained from the following contacts: a) Institute of Acoustics and b) Association of Noise Consultants.

The assessment and report on the noise impacts of a development should use methods of measurement, calculation, prediction and assessment of noise levels and impacts that comply with the following standards, where appropriate:

- 1) BS 7445(2003) Pt 1, BS7445 (1991) Pts 2 & 3 - Description and measurement of environmental noise;
- 2) BS 4142:2014 - Method for rating industrial noise affecting mixed residential and industrial areas;
- 3) BS 8223: 2014 - Guidance on sound insulation and noise reduction for buildings: code of practice;
- 4) Department of Transport: Calculation of road traffic noise (1988);
- 5) Department of Transport: Calculation of railway noise (1995);
- 6) National Planning Policy Framework (2012)/ National Planning Policy Guidance (2014).

Please note that in addition to the above, consultants should refer to the most relevant and up to date guidance and codes of practice if not already listed in the above list.

- 5 Environmental Permit The proposed energy centre associated with this development will require an Environmental Permit under the Environmental Permitting Regulations 2010, from the Environment Agency, unless an exemption

applies. The applicant is advised to contact the Environment Agency on 08708 506 506 for further advice and to discuss the issues likely to be raised. You should be aware that the permit may not be granted. Additional 'Environmental Permitting Guidance' can be accessed via our main website (<http://www.environment-agency.gov.uk>).

#### 6 Advice to applicant Environment Agency

No investigation can completely characterise a site. The condition may be appropriate where some parts of the site are less well characterised than others, or in areas where contamination was not expected and therefore not included in the original remediation proposals.

The previous use of the proposed development site as an air field presents a medium risk of contamination that could be mobilised during construction to pollute controlled waters. Controlled waters are particularly sensitive in this location because the proposed development site is located upon Principal Chalk aquifer (at depth).

Some piling techniques can cause preferential pathways for contaminants to migrate to groundwater and cause pollution. A piling risk assessment and appropriate mitigation measures should be submitted with consideration of the EA guidance. During piling works (especially if the piles extend to the Chalk within SPZ1 saturated zone) due to the proximity of nearby potable abstractions the weekly groundwater monitoring for insitu parameters and turbidity should be considered. <http://webarchive.nationalarchives.gov.uk/20140328084622/http://cdn.environment-agency.gov.uk/scho0202bisw-e-e.pdf>

We recommend that developers should: Follow the risk management framework provided in CLR11, Model Procedures for the Management of Land Contamination, when dealing with land affected by contamination. Refer to the Environment Agency Guiding principles for land contamination for the type of information that we required in order to assess risks to controlled waters from the site. The Local Authority can advise on risk to other receptors, such as human health. Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed.

Refer to the contaminated land pages on GOV.UK for more information. We expect the site investigations to be carried out in accordance with best practice guidance for site investigations on land affected by land contamination. E.g. British Standards when investigating potentially contaminated sites and groundwater, and references with these documents:

- o BS5930:2015 Code of practice for site investigations;
- o BS 10175:2011 A1:2013 Code of practice for investigation of potentially contaminated sites;
- o BS ISO 5667-22:2010 Water quality. Sampling. Guidance on the design and installation of groundwater monitoring points;
- o BS ISO 5667-11:2009 Water quality. Sampling. Guidance on sampling of groundwaters (A minimum of 3 groundwater monitoring boreholes are required to establish the groundwater levels, flow patterns and groundwater quality.)
- o Use MCERTS accredited methods for testing contaminated soils at the site. A Detailed Quantitative Risk Assessment (DQRA) for controlled waters using the results of the site investigations with consideration of the hydrogeology of the site and the degree of any existing groundwater and surface water pollution should be

- carried out. This increased provision of information by the applicant reflects the potentially greater risk to the water environment. The DQRA report should be prepared by a "Competent person" E.g. a suitably qualified hydrogeologist. In the absence of any applicable on-site data, a range of values should be used to calculate the sensitivity of the input parameter on the outcome of the risk assessment.
- o GP3 version 1.1 August 2013 provided further guidance on setting compliance points in DQRAs.
  - o Where groundwater has been impacted by contamination on site, the default compliance point for both Principal and Secondary aquifers is 50m. Where leaching tests are used it is strongly recommended that BS ISO 18772:2008 is followed as a logical process to aid the selection and justification of appropriate tests based on a conceptual understanding of soil and contaminant properties, likely and worst-case exposure conditions, leaching mechanisms, and study objectives. During risk assessment one should characterise the leaching behaviour of contaminated soils using an appropriate suite of tests. As a minimum these tests should be:
    - o upflow percolation column test, run to LS 2 - to derive kappa values;
    - o pH dependence test if pH shifts are realistically predicted with regard to soil properties and exposure scenario; and
    - o LS 2 batch test - to benchmark results of a simple compliance test against the final step of the column test. Following the DQRA, a Remediation Options Appraisal to determine the Remediation Strategy in accordance with CRL11. The verification plan should include proposals for a groundwater-monitoring programme to encompass regular monitoring for a period before, during and after ground works. E.g. monthly monitoring before, during and for at least the first quarter after completion of ground works, and then quarterly for the remaining 9-month period.)

Where SUDs are proposed; infiltration SUDs should not be located in unsuitable and unstable ground conditions such as land affected by contamination or solution features. Where infiltration SuDS are to be used for surface run-off from roads, car parking and public or amenity areas, they should have a suitable series of treatment steps to prevent the pollution of groundwater. For the immediate drainage catchment areas used for handling and storage of chemicals and fuel, handling and storage of waste and lorry, bus and coach parking or turning areas, infiltration SuDS are not permitted without an environmental permit. Further advice is available in the updated CIRIA SUDs manual  
[http://www.ciria.org/Resources/Free\\_publications/SuDS\\_manual\\_C753.aspx](http://www.ciria.org/Resources/Free_publications/SuDS_manual_C753.aspx)

## 7 REFUSE

Refuse collection points should be located at a ground floor level and within 10m of the refuse vehicle parking bay. Level access should be provided for the refuse collection personnel to collect the bins. The refuse collection personnel are not expected to push the bins on an inclined surface to safeguard their Health and Safety requirements. Alternatively, the dustbins will need to be brought to the edge of the refuse vehicle parking bay on day of collection. The applicant is advised that the Council's refuse collection department is consulted to agree a refuse collection arrangement.

## 8 VEHICULAR ACCESS - SECTION 184 OF THE HIGHWAYS ACT (1980)

The applicant must submit an application under Section 184 of the Highways Act (1980) for all the proposed vehicular accesses. The proposed access design details, construction and location will be reviewed by the Development Team as part of the

application. Any related costs for alterations to the public highway layout that may become necessary, due to the design of the onsite development, will be borne by the applicant.

To receive a copy of our Guidelines for Developers and an application form please contact: Traffic & Development Section -Development and Regulatory Services, London Borough of Barnet, Barnet House, 1255 High Road, Whetstone, N20 0EJ.

#### 9 CONSTRUCTION ADJACENT TO PUBLIC HIGHWAY

For construction works adjacent to the public highways, the applicant must contact the council's First Contact on 0208 359 2000 for any necessary Highways Licenses.

#### 10 HIGHWAYS REPAIR

The Highway Authority will require the applicant to give an undertaking to pay additional costs of repair or maintenance of the public highway in the vicinity of the site should the highway be damaged as a result of construction traffic movements. The construction traffic will be deemed "extraordinary traffic" for the purposes of Section 59 of the Highways Act 1980. Under this section, the Highway Authority can recover the cost of excess expenses for maintenance of the highway resulting from excessive weight or extraordinary traffic passing along the highway. It is to be understood that any remedial works for such damage will be included in the estimate for highway works. The applicant is advised that photographic records should be kept of the public highway likely to be affected by the development proposal prior to commencement of any construction or demolition works on site.

#### 11 RELOCATION OF STREET FURNITURE

The applicant is advised that any street furniture or lighting column affected by the proposed works would be relocated under a rechargeable works agreement by the Council's term contractor for Highway Works. You may obtain an estimate for this work from Development & Regulatory Services, Barnet House, 1255 High Road, Whetstone, N20 0EJ.

#### 12 ALTERATION TO ON-STREET WAITING AND LOADING RESTRICTIONS

The applicant is advised that the proposed development may involve alterations to the existing on-street waiting and loading restrictions. Alterations to on-street waiting and loading restrictions will be subject to a statutory consultation period. The Council cannot prejudge the outcome of the consultation process.

#### 13 ADOPTION OF ACCESS ROADS

The council's refuse vehicles will be required to enter the site and therefore the estate roads must be constructed to adoptable standards. Details of the materials and surface finishes that would be acceptable for use on the private roads will be undertaken and constructed to an adoptable standard. Details of the road construction requirements can be obtained from the Traffic and Development Section in Development & Regulatory Services, Barnet House, 1255 High Road, Whetstone, N20 0EJ.

#### 14 RAMP GRADIENT

The gradient for the proposed ramps leading to the underground parking areas should have a gradient not steeper than 1:10 or in accordance with the guidelines in IStructE Design recommendations for multi-storey and underground car parks 3rd Edition.

## 15 S38 WORKS

The costs of any associated works on the public highway, including reinstatement works, will be borne by the applicants and will require the Applicant to enter into a rechargeable agreement or a 38 Agreement under the Highways Act 1980.

## 16 S278 WORKS

The costs of any associated works on the public highway, including reinstatement works, will be borne by the applicants and will require the Applicant to enter into a rechargeable agreement or a 278 Agreement under the Highways Act 1980.

## 17 Adoption of Proposed Road Layout

Should the scheme be adopted, a commuted sum may be required. This will only be estimated once an application for a S278/S38 is made.

18 The Community Infrastructure Levy (CIL) applies to all 'chargeable development'. This is defined as development of one or more additional units, and / or an increase to existing floor space of more than 100 sq m. Details of how the calculations work are provided in guidance documents on the Planning Portal at [www.planningportal.gov.uk/cil](http://www.planningportal.gov.uk/cil).

The Mayor of London adopted a CIL charge on 1st April 2012 setting a rate of £35 per sq m on all forms of development in Barnet except for education and health developments which are exempt from this charge.

The London Borough of Barnet adopted a CIL charge on 1st May 2013 setting a rate of £135 per sq m on residential and retail development in its area of authority. All other uses and ancillary car parking are exempt from this charge.

Please note that Indexation will be added in line with Regulation 40 of Community Infrastructure Levy.

Liability for CIL will be recorded to the register of Local Land Charges as a legal charge upon your site payable should you commence development. Receipts of the Mayoral CIL charge are collected by the London Borough of Barnet on behalf of the Mayor of London; receipts are passed across to Transport for London to support Crossrail, London's highest infrastructure priority.

You will be sent a 'Liability Notice' that provides full details of the charge and to whom it has been apportioned for payment. If you wish to identify named parties other than the applicant for this permission as the liable party for paying this levy, please submit to the Council an 'Assumption of Liability' notice, which is also available from the Planning Portal website.

The CIL becomes payable upon commencement of development. You are required to submit a 'Notice of Commencement' to the Council's CIL Team prior to commencing on site, and failure to provide such information at the due date will incur both surcharges and penalty interest. There are various other charges and surcharges that may apply if you fail to meet other statutory requirements relating to CIL, such requirements will all be set out in the Liability Notice you will receive. You may wish to seek professional planning advice to ensure that you comply fully with the requirements of CIL Regulations.

If you have a specific question or matter you need to discuss with the CIL team, or you fail to receive a 'Liability Notice' from the Council within 1 month of this grant of planning permission, please email us at: [cil@barnet.gov.uk](mailto:cil@barnet.gov.uk).

**Relief or Exemption from CIL:**

If social housing or charitable relief applies to your development or your development falls within one of the following categories then this may reduce the final amount you are required to pay; such relief must be applied for prior to commencement of development using the 'Claiming Exemption or Relief' form available from the Planning Portal website: [www.planningportal.gov.uk/cil](http://www.planningportal.gov.uk/cil).

You can apply for relief or exemption under the following categories:

1. **Charity:** If you are a charity, intend to use the development for social housing or feel that there are exception circumstances affecting your development, you may be eligible for a reduction (partial or entire) in this CIL Liability. Please see the documentation published by the Department for Communities and Local Government at [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/6314/19021101.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/6314/19021101.pdf)
2. **Residential Annexes or Extensions:** You can apply for exemption or relief to the collecting authority in accordance with Regulation 42(B) of Community Infrastructure Levy Regulations (2010), as amended before commencement of the chargeable development.
3. **Self Build:** Application can be made to the collecting authority provided you comply with the regulation as detailed in the [legislation.gov.uk](http://legislation.gov.uk)

Please visit

<http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil> for further details on exemption and relief.

**Date of Decision:**

**Signed: DRAFT**

**Fabien Gaudin**  
**Head of Development Management**

**NOTE(S):**

1. Your attention is drawn to the attached Schedule which sets out the rights of an applicant who is aggrieved by a decision of the Local Planning Authority.
2. This Notice relates solely to a planning decision and does not purport to convey any approval or consent which may be required under the Building Regulations or any other statutory purpose.

For more information about making a Building Regulations application, please contact the Barnet Council Building Control team by email ([building.control@barnet.gov.uk](mailto:building.control@barnet.gov.uk)), telephone (0208 359 4500), or see our website at [www.barnet.gov.uk/building-control](http://www.barnet.gov.uk/building-control)

3. For information on Construction Site Guidelines for Householders and Developers, please visit <https://www.barnet.gov.uk/citizen-home/environmental-health/pollution/construction-information.html>
4. For details relating to Street naming and numbering, please visit <https://www.barnet.gov.uk/citizen-home/planning-conservation-and-building-control/building-control/street-naming-and-numbering.html>

### **APPEAL GUIDANCE:**

Should you (an applicant or agent) feel aggrieved by the decision of the Council to either refuse permission or to grant permission subject to conditions, you can appeal to the Secretary of State for the Department of Communities and Local Government – Sections 78 and 195 of the Town and Country Planning Act 1990 / Sections 20 and 21 of the Planning (Listed Buildings and Conservation Areas) Act 1990. Any such appeal must be made within the relevant timescale for the application types noted below, beginning with the date of the decision notice (unless an extended period has been agreed in writing with the Council):

- Six months: Full (excluding householder and minor commercial applications), listed building (including Certificate of Lawfulness in relation to a listed building), Section 73 'variation/removal', Section 73 'minor material amendment', extension of time and prior approval applications.
- 12 weeks: Householder planning, householder prior approval and minor commercial applications.
- 8 weeks: Advertisement consent applications
- No timescale: Certificate of lawful development (existing/proposed) applications.

Where an enforcement notice has been issued, the appeal period may be significantly reduced, subject to the following criteria:

- Where the development proposed by your application is the same or substantially the same as development that is the subject of an enforcement notice served within the last two years you must appeal within 28 days of the date of the application decision
- Where an enforcement notice is served on or after the decision date on your application relating to the same or substantially the same land and development as in your application and if you want to appeal against the Council's decision you are advised to appeal against the Enforcement Notice and to do so before the Effective date stated on the Enforcement Notice.

Appeals must be made using the prescribed form(s) of The Planning Inspectorate (PINS) obtained from [www.planning-inspectorate.gov.uk](http://www.planning-inspectorate.gov.uk) or by contacting 03034445000. A copy of any appeal should be sent both to PINS and the Council.

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 exceptional special circumstances. The Secretary of State can refuse to consider an appeal if the Council



could not have granted planning permission for the proposed development or could not have granted without the conditions it imposed, having regard to the statutory requirements and provision of the Development Order and to any direction given under the Order. In practice it is uncommon for the Secretary of State to refuse to consider appeals solely because the Council based its decision on a direction given by the Secretary of State.

**PURCHASE NOTICES:**

If either the Local Planning Authority or the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he/she can neither put the land to a reasonably beneficial use in its existing state nor can he/she render that land capable of a reasonable beneficial use by carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a Purchase Notice on the District Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

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## SCHEDULE B

### PART 1

#### Affordable Housing – General

1. The Developer shall provide the Affordable Housing Base Provision on the Land within the Development in accordance with the remaining paragraphs of this schedule PROVIDED THAT no less than the Affordable Housing Base Provision shall be provided as part of the Development on the Land.
2. Subject to clause 6.6, the Developer shall not:
  - 2.1 Occupy the Offsite Social Rented Units for any purpose other than as Social Rented Housing;
  - 2.2 Occupy the Low Cost Rent Housing Units for any purpose other than for Low Cost Rent Housing for the lifetime of the Development;
  - 2.3 Occupy the Intermediate Housing Units for any purpose other than for Intermediate Housing for the lifetime of the Development;
  - 2.4 Occupy any Additional Affordable Housing (if applicable) for any purpose other than for Low Cost Rent Housing and/or Intermediate Housing (as applicable) for the life of the Development save where a London Shared Ownership Lessee has Staircased to 100 per cent equity in respect of a particular unit of Additional Affordable Housing.
3. The Developer shall ensure that any Additional Affordable Housing Units or Revised Affordable Housing Units (if applicable) are constructed in accordance with any Additional Affordable Housing Scheme or Revised Affordable Housing Scheme respectively.
4. The Developer shall unless otherwise agreed in writing by the Council following the submission of an Additional Affordable Housing Scheme (if applicable):
  - 4.1 provide any Low Cost Rented Housing Units in the locations shown in the Additional Affordable Housing Scheme; and
  - 4.2 provide any Intermediate Housing Units in the locations shown in the Additional Affordable Housing Scheme.
5. The Developer shall unless otherwise agreed in writing by the Council following the submission of a Revised Affordable Housing Scheme (if applicable) provide any Low Cost Rent Housing Units in the locations shown in the Revised Affordable Housing Scheme
6. The conditions on which the interest in the Affordable Housing Units shall be sold or disposed of by lease shall include the following:
  - 6.1 with good and marketable leasehold interest of not less than 125 years;
  - 6.2 on terms that require any Approved Registered Provider to observe and perform the contents of this Deed in so far as they relate to or affect the Affordable Housing Units;
  - 6.3 the grant of all necessary rights of access and egress over and in connection with common parts of buildings, road and pedestrian routes and drainage through foul and (if appropriate) surface water sewers and such other services as may be available at the Development; and

- 6.4 a reservation of all rights for laying repairing maintaining and renewing the service media and the right of free and uninterrupted passage of services through such service media and rights of access and entry and rights of support reasonably necessary for the purposes of the Development.

## **PART 2**

### **Shared Equity – general**

1. The Developer will offer for sale the Shared Equity Housing to Leaseholders PROVIDED ALWAYS THAT if after 3 months from the offer of the sale of the Shared Equity Housing Units in that Plot to Leaseholders no Leaseholder has entered into a contact to purchase the Shared Equity Housing Unit or has refused the offer or taken up affordable housing elsewhere then the Developer shall inform the Council and submit to the Council for written approval a revised Affordable Housing Detailed Mix or Affordable Housing Outline Scheme as the case may be showing the tenure of Shared Equity Unit as London Shared Ownership Units(s)

### **Plot A**

2. The Developer shall construct the Affordable Housing on Plot A in accordance with the Affordable Housing Detailed Plan and Affordable Housing Detailed Mix unless otherwise agreed in writing and approved by the Council.
3. The Developer will offer the Social Rented Units to Existing Tenants PROVIDED ALWAYS THAT if after 3 months from the offer of the Existing Tenant has refused the offer or taken up affordable housing elsewhere then the Developer shall inform the Council and submit to the Council for written approval a revised Affordable Housing Detailed Mix showing the tenure of Social Rented Unit as London Affordable Rented Housing.

### **Outline Plots**

4. The Developer shall submit an Affordable Housing Outline Scheme to the Council with each Reserved Matters Application and shall not Commence Development of an Outline Plot until the Council has approved the Affordable Housing Outline Scheme for that relevant Outline Plot.
5. The Developer shall not Commence Development of an Outline Plot until the Council has approved the Affordable Housing Outline Scheme for that relevant Outline Plot or Plots.
6. The Developer shall construct the Affordable Housing on the Outline Plot or Plots in accordance with the Affordable Housing Outline Scheme for that Outline Plot approved by the Council pursuant to paragraph 10 above.
7. Prior to Occupation of 50% of the Private Residential Units within each Outline Plot the Developer shall transfer the Affordable Housing Units to the Council or the relevant Registered Provider (as applicable) and the Developer shall not complete and grant the legal freehold or leasehold interest whether by way of a long or short term leasehold or tenancy of more than 50% of the Private Residential Units in an Outline Plot until such time as it has constructed and transferred 100% of the Affordable Housing Units in an Outline Plot in accordance with this Schedule.
8. Not to cause or permit the use and/or Occupation of more than 50% of the Private Residential Units within each Outline Plot until/unless the Developer has transferred the Affordable Housing Units to the Council or the relevant Registered Provider (as applicable).
9. The parties agree that any Shared Equity Housing Unit in the Outline Plots or approved pursuant to an Affordable Housing Outline Mix that is not accepted as a Shared Equity

Housing Unit when offered as part of the Affordable Housing to a Leaseholder will still remain Affordable Housing but will be delivered as London Shared Ownership Units as approved in writing by the Council and be bound by this Schedule.

### **London Living Rent**

10. At any time during a tenancy of each London Living Rent Housing Unit, the tenant (or tenants) at that given time of that unit may elect to acquire that unit as London Shared Ownership Housing if that tenant is (or, in the case of multiple tenants, all of the tenants together comprise) an Eligible Purchaser.
11. If the tenant (or tenants) of a London Living Rent Housing Unit elects to acquire that unit as London Shared Ownership Housing pursuant to paragraph 10 above, the Developer shall grant a London Shared Ownership Lease of that London Living Rent Housing Unit to the tenant (or tenants) PROVIDED THAT the tenant remains (or the tenants together continue to comprise) an Eligible Purchaser on the date of the grant of the London Shared Ownership Lease.
12. On the 10th anniversary of the initial letting of each London Living Rent Housing Unit, if the tenant (or tenants) at that given time of that unit has not elected to acquire that unit, the Developer may continue letting that unit as London Living Rent Housing or, at any subsequent time, sell that unit as London Shared Ownership Housing to an Eligible Purchaser PROVIDED THAT the sale shall only complete after the termination of the current tenancy of that unit as a London Living Rent Housing Unit (if one is in place).
13. On completion of the grant of a London Shared Ownership Lease of a London Living Rent Housing Unit under paragraph 11 or 12 above, that unit shall cease to be a London Living Rent Housing Unit and shall become a Purchased LLR Unit.
14. The Developer shall not Occupy or suffer or permit the Occupation of the Purchased LLR Units other than as London Shared Ownership Housing, save in relation to any Purchased LLR Units in respect of which the relevant Shared Ownership Lessee has Staircased to 100 per cent equity.

### **Site Wide Affordable Housing Delivery**

15. Prior to Occupation of 220 Private Residential Units the Developer shall transfer 60 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable) and the Developer shall not complete and grant the legal freehold or leasehold interest whether by way of a long or short term leasehold or tenancy of more than 219 of the Private Residential Units until such time as it has constructed and transferred transfer 60 Low Cost Rent Housing Units in accordance with this Schedule.
16. Not to cause or permit the use and/or Occupation of more than 219 Private Residential Units until/unless the Developer has transferred transfer 60 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable).
17. Prior to Occupation of 751 Private Residential Units the Developer shall transfer 143 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable) and the Developer shall not complete and grant the legal freehold or leasehold interest whether by way of a long or short term leasehold or tenancy of more than 750 of the Private Residential Units until such time as it has constructed and transferred 143 Low Cost Rent Housing Units in accordance with this Schedule.
18. Not to cause or permit the use and/or Occupation of more than 750 Private Residential Units until/unless the Developer has transferred 143 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable).

19. Prior to Occupation of 921 Private Residential Units the Developer shall transfer 346 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable) and the Developer shall not complete and grant the legal freehold or leasehold interest whether by way of a long or short term leasehold or tenancy of more than 920 of the Private Residential Units until such time as it has constructed and transferred 346 Low Cost Rent Housing Units in accordance with this Schedule.
20. Not to cause or permit the use and/or Occupation of more than 920 Private Residential Units until/unless the Developer has transferred 346 Low Cost Rent Housing Units to the Council or the relevant Registered Provider (as applicable).

#### **Low Cost Rent Housing Units Service Charges**

21. In respect of the Low Cost Rent Housing Units, the Owner hereby covenants with the Council:
  - 21.1 that the Service Charges shall only be levied on the items as approved between the relevant Registered Provider and the Council acting reasonably and in any event the amount of the Service Charges for the Low Cost Rent Housing Units shall not be more than the actual costs of the services provided;
  - 21.2 no Low Cost Rented Housing Units shall be Occupied until the amount of the Service Charges in relation to that Low Cost Rent Housing Unit has been agreed in writing by the Council acting reasonably; and
  - 21.3 the relevant Registered Provider shall not set or alter the level of any Service Charges for any of the Low Cost Rent Housing Units until:
    - 21.3.1 it has notified the Council of the proposed level of Service Charges for the Low Cost Rent Housing Units
    - 21.3.2 it has provided within three weeks of any request by the Council such other details as may be reasonably requested by the Council as to the process undertaken and the matters taken into account in setting the Service Charges for the Low Cost Rent Housing Units; and
    - 21.3.3 the Council has agreed acting reasonably the proposed level of Service Charges for the Low Cost Rent Housing Units

## PART 3

### Viability Reassessments

#### 1. General

- 1.1 The Developer will give the Council not less than 20 Working Days advance written notice of the date on which any Viability Review is intended to be submitted.
- 1.2 The Council may appoint an External Consultant to assess any Viability Review it receives and if such an appointment is made it shall take place within 14 Working Days of receipt of submission.
- 1.3 In the event that the Council or any External Consultant reasonably requires further information or supporting evidence of the same on receipt of the Viability Review it shall make such request promptly and the Developer shall provide any reasonably required information to the Council or any External Consultant (as applicable and with copy to the other parties) within 10 Working Days of receiving the relevant request and this process may be repeated until the Council or any External Consultant (as applicable) has all the information it reasonably requires.
- 1.4 The Council or any External Consultant shall provide its written assessment of any Viability Review within 20 Working Days of receipt of the last request for further information made under paragraph 1.3 above.
- 1.5 The Developer will pay to the Council their respective costs which are reasonably and properly incurred in assessing the Viability Review including those of the External Consultant within 20 Working Days of receipt of a written request for payment, detailed breakdown of such costs and a supporting invoice.
- 1.6 Where any Viability Review submitted under this Schedule is not agreed after 40 Working Days of submission to the Council, either party may treat it as in dispute.
- 1.7 The parties hereby agree that in undertaking the Early Stage Review they shall apply Formula 2a until 627 Low Cost Rent Housing Units are secured on the Land and thereafter shall apply Formula 2b in undertaking the Early Stage Review.
- 1.8 The parties hereby agree that in undertaking any Mid Stage Review they shall apply Mid Stage Review Formula 2a until 627 Low Cost Rent Housing Units are secured on the Land and thereafter shall apply Mid Stage Review Formula 2b in undertaking any Mid Stage Review.

#### 2. Early Stage Review

- 2.1 The Developer shall notify the Council in writing of the date on which it considers that the Substantial Implementation has been achieved no later than 10 Working Days after such date and such notice shall be accompanied by full documentary evidence on an open book basis to enable the Council to independently assess whether the Substantial Implementation has been achieved and whether it was achieved on or before the Early Stage Review Date.
- 2.2 For the avoidance of doubt in the event that Substantial Implementation has occurred on or before the Early Stage Review Date then the Developer shall not be required to comply with the obligations contained in paragraphs 2.6 to 2.11 of this Part 3.

- 2.3 Following notification of Substantial Implementation pursuant to paragraph 2.1 of Part 3 of this Schedule B, the Developer shall afford the Council (and their agents) access to the Land to inspect and assess whether or not the work which has been undertaken amounts to Substantial Implementation provided always that:
- 2.3.1 the Council shall provide the Developer with reasonable written notice of its intention to carry out such an inspection;
  - 2.3.2 the Council and their agents shall comply fully with the Developer's site rules and regulations applicable as at the time of access throughout the duration of such inspection and with health and safety legislation, policy and best practice;
  - 2.3.3 the Council and their agents shall at all times be accompanied by the Developer or its agent
- 2.4 The Council shall inspect the Land within 10 Working Days of receiving notice pursuant to paragraph 2.1 above unless otherwise agreed in writing, and thereafter provide written confirmation to the Developer within 10 Working Days of the inspection date as to whether or not the Council considers (with its reasoned justification) that the works undertaken amount to Substantial Implementation.
- 2.5 In the event that the Council fails to provide written confirmation to the Developer as to whether or not the works undertaken amount to Substantial Implementation within 10 Working Days of the inspection date then the Substantial Implementation shall be deemed to have occurred.
- 2.6 Where Substantial Implementation has not occurred on or before the Early Stage Review Date the Developer will carry out and submit the Early Stage Viability Review within 20 Working Days of the date on which Substantial Implementation has occurred in accordance with the provisions of this Part 3 of Schedule B and in the case of the Early Stage Viability Review the Developer shall submit to the Council together with any applicable Development Viability Information a written statement that applies the applicable Development Viability Information to Formula 1b and Formula 2 thereby confirming whether in the Developer's view any further Low Cost Rent Housing or Additional Affordable Housing can be provided and either:
- 2.6.1 where such written statement confirms that further Low Cost Rent Housing can be provided a Revised Affordable Housing Scheme; or
  - 2.6.2 where such written statement confirms that Additional Affordable Housing can be provided an Additional Affordable Housing Scheme.
- 2.7 Where the Early Stage Review is agreed or is determined by an External Consultant or by an Expert under paragraph 1.4 of this Part 3 the quantum of Affordable Housing Units provided within the Development shall be amended as set out in the Revised Affordable Housing Scheme or increased as set out in the Additional Affordable Housing Scheme and will be provided on the Land in accordance with the details approved by the Council under the paragraph 2.6 immediately above.
- 2.8 In the case of the Early Stage Viability Review, the Council shall assess any submitted Development Viability Information and assess whether in its view further Low Cost Rent Housing or Additional Affordable Housing is required to be delivered in accordance with Formula 1b and Formula 2 and for the avoidance of doubt the Council will be entitled to rely on its own evidence in determining inputs into Formula 1b and Formula 2 subject to such evidence also being provided to the Developer, the Developer having the opportunity to comment thereon and the Council shall have regard to those comments.

2.9 If the Council's assessment pursuant to paragraph 2.8 of Part 3 of this Schedule B concludes that:

2.9.1 a policy surplus arises following the application of Formula 1b but such policy surplus is insufficient to provide any units of Affordable Housing pursuant to Formula 2; or

2.9.2 a policy surplus arises following the application of Formula 1b but such policy surplus cannot deliver a complete number of units of Affordable Housing pursuant to Formula 2;

then in either scenario any such policy surplus attributable to any incomplete units of Affordable Housing shall be payable to the Council as a financial contribution towards offsite Affordable Housing within the Council's area.

2.10 For the avoidance of doubt the Additional Affordable Housing Scheme and Additional Affordable Housing referred to in this paragraph 2 of Part 3 shall be the Additional Affordable Housing Scheme and Additional Affordable Housing approved by the Council or an Expert pursuant to the Viability Review

2.11 The Parties agree that the terms of Part 1 of this Schedule B shall where relevant apply *mutates mutandis* to the provision of any Additional Affordable Housing.

### 3. First Mid Stage Review

3.1 The Developer covenants with the Council to submit the First Mid Stage Review to the Council no later than Occupation of 220 of the Private Residential Units and shall not Occupy more than 220 of the Private Residential Units until the First Mid Stage Review has been approved in writing by the Council.

3.2 The Council shall assess whether in its view an Additional Amount is required to be delivered in accordance with the Mid Stage Review Formula 1b and Mid Stage Review Formula 2 and for the avoidance of doubt paragraphs 1.1 to 1.8 of Part 3 of this Schedule B shall apply to the First Mid Stage Review

3.3 Where the First Mid Stage Review is agreed or is determined by an External Consultant or by an Expert under paragraph 1.4 as generating an Additional Amount either:

3.3.1 an Additional Affordable Housing Scheme shall be submitted to the Council and the quantum of Affordable Housing Units provided within the Development shall be increased in proportion to this Additional Amount and will be provided on site in accordance with the details approved by the Council under Schedule B, Part 1, paragraph 1 prior to Occupation of 751 of the Private Residential Units and will form part of the Affordable Housing; or

3.3.2 a Revised Affordable Housing Scheme shall be submitted to the Council and the quantum of Low Cost Rent Housing Units provided within the Development shall be increased in proportion to this Additional Amount and will be provided on site in accordance with the details approved by the Council under Schedule B, Part 1, paragraph 1 prior to Occupation of 751 of the Private Residential Units and will form part of the Affordable Housing.

3.4 The Parties agree that the terms of Part 1 of this Schedule B shall where relevant apply *mutates mutandis* to the provision of any Affordable Housing Units provided by the First Mid Stage Review.

### 4. Second Mid Stage Review



- 4.1 The Developer covenants with the Council to submit the Second Mid Stage Review to the Council no later than Occupation of 751 of the Private Residential Units and shall not Occupy more than 751 of the Private Residential Units until the Second Mid Stage Review has been approved in writing by the Council.
- 4.2 The Council shall assess whether in its view an Additional Amount is required to be delivered in accordance with the Mid Stage Review Formula 1b and Mid Stage Review Formula 2 and for the avoidance of doubt paragraphs 1.1 to 1.8 of this Part 3 of Schedule B apply to the Second Mid Stage Review.
- 4.3 Where the Second Mid Stage Review is agreed or is determined by an External Consultant or by an Expert under paragraph 1.4 as generating an Additional Amount either:
- 4.3.1 an Additional Affordable Housing Scheme shall be submitted to the Council and the quantum of Affordable Housing Units provided within the Development shall be increased in proportion to this Additional Amount and will be provided on site in accordance with the details approved by the Council under Schedule B, Part 1, paragraph 1 prior to Occupation of 972 of the Private Residential Units and will form part of the Affordable Housing; or
  - 4.3.2 a Revised Affordable Housing Scheme shall be submitted to the Council and the quantum of Low Cost Rent Housing Units provided within the Development shall be increased in proportion to this Additional Amount and will be provided on site in accordance with the details approved by the Council under Schedule B, Part 1, paragraph 1 prior to Occupation of 972 of the Private Residential Units and will form part of the Affordable Housing.
- 4.4 The Parties agree that the terms of Part 1 of this Schedule B shall where relevant apply *mutates mutandis* to the provision of any Affordable Housing Units provided by the Second Mid Stage Review.
5. **Late Stage Review**
- 5.1 No later than 20 Working Days after the Late Stage Review Date notified to the Council pursuant to paragraph 1.1 of Part 3 of this Schedule B, the Developer shall submit the following information on the basis that the Council may make such information publicly available:
- 5.1.1 the Development Viability Information for Formula 3 and Formula 4; and
  - 5.1.2 a written statement that applies the applicable Development Viability Information to Formula 3 (PROVIDED ALWAYS THAT if the result produced by Formula 3 is less than zero it shall be deemed to be zero) and Formula 4 thereby confirming whether in the Developer's view any Late Stage Review Contribution is payable and, if so, how much.
- 5.2 If the Council notifies the Developer pursuant to paragraph 5.3 of this Schedule B that a Late Stage Review Contribution is required:
- 5.2.1 the Developer shall pay the Late Stage Review Contribution to the Council within 10 Working Days of the date on which such notice is received; and
  - 5.2.2 the Developer shall not Occupy more than 972 Private Residential Units until the Late Stage Review Contribution has been paid in full to the Council.

5.3 The Developer shall not Occupy more than 972 of the Private Residential Units until the Council has notified the Developer in writing of its decision as to whether any Late Stage Review Contribution is required pursuant to paragraph 5.2 of this schedule

## SCHEDULE C

### Community facilities

#### 1. Community Hub

1.1 The Developer shall submit the New Community Centre Scheme and New Community Centre Specification to the Council with the Reserved Matters Application for the Plot containing the New Community Centre and shall not Commence Development of that relevant Plot until the Council has approved the New Community Centre Scheme ("the Approved New Community Centre Scheme") and New Community Centre Specification ("the Approved New Community Centre Specification") for that relevant Plot.

1.2 The Developer shall Practically Complete the New Community Centre in accordance with the Approved New Community Centre Scheme and Approved New Community Centre Specification prior to Demolition of the Existing Community Centre and in accordance with details approved by the Council as part of the Reserved Matters Approval for the Plot on which the New Community Centre is to be provided and the Developer shall not Demolish the Existing Community Centre until the said New Community Centre has been Practically Completed in accordance with the Approved New Community Centre Scheme and the Approved New Community Centre Specification PROVIDED ALWAYS THAT the Developer shall not be required to deliver the New Community Centre at a cost to the Developer that exceeds three million two hundred and twenty six thousand six hundred and fifty five pounds (£3,226,655).

1.3 The Developer covenants not to Occupy or cause permit or allow to be Occupied the New Community Centre other than for use within Class D2 of the Town & Country (Use Classes) Order 1987.

1.4 The Developer covenants not to Dispose of the New Community Centre other than for a peppercorn rent unless otherwise agreed in writing with the Council.

#### 2. Nursery

2.1 The Developer shall submit the Nursery Scheme and Nursery Specification to the Council with the Reserved Matters Application for the Plot containing the New Nursery Centre and shall not Commence Development of that relevant Plot until the Council has approved the Nursery Scheme ("the Approved Nursery Scheme") and Nursery Specification ("the Approved Nursery Specification") for that relevant Plot.

2.2 The Developer shall Practically Complete the New Nursery Centre in accordance with the Approved Nursery Scheme and Approved Nursery Specification prior to Demolition of the Existing Nursery Centre and in accordance with details approved by the Council as part of the Reserved Matters Approval for the Plot in which the New Nursery Centre is to be provided and the Developer shall not Demolish the Existing Nursery Centre until the said New Nursery Centre has been Practically Completed PROVIDED ALWAYS THAT the Developer shall not be required to deliver the New Nursery Centre at a cost to the Developer that exceeds one million eight hundred and seventy two thousand nine hundred and fifteen pounds (£1,872,915).

2.3 The Developer covenants not to Occupy or cause permit or allow to be Occupied the New Nursery Centre other than for use within Class D2 of the Town & Country (Use Classes) Order 1987.

2.4 The Developer covenants not to Dispose of the New Nursery Centre other than for a peppercorn rent unless otherwise agreed in writing with the Council.

**SCHEDULE D**

**Heybourne Park**

1. The Developer shall pay the Heybourne Park Design Contribution to the Council within 10 Working Days of the date of this Agreement and shall not Commence Development until the Heybourne Park Design Contribution has been paid to the Council.
2. The Developer shall pay the Heybourne Park Delivery Contribution to the Council prior to Occupation of 1200 Residential Units and shall not Occupy or permit Occupation of more than 1200 Residential Units until the Heybourne Park Delivery Contribution has been paid to the Council.

## SCHEDULE E

### Health Centre

1. The Developer shall serve notice upon the Council 10 Working Days after the occurrence of either:
  - 1.1 Commencement of Development of Plot A; or
  - 1.2 the period of two (2) years after the date of this Agreement;whichever is the earlier that such event has occurred.
2. Within 180 days of receipt of the notice from the Developer pursuant to paragraph 1 above, the Council shall issue the Health Centre Notice to the Developer.
3. The Health Centre Notice shall either:
  - 3.1 request the Health Contribution from the Developer; or
  - 3.2 request that the Developer constructs the New Health Centre.
4. In the event that the Council requests the Health Contribution from the Developer in accordance with paragraph 3.1 above the Developer shall pay to the Council the Health Contribution in the following instalments:
  - 4.1 34% prior to Practical Completion of 50% of the Residential Units in Plot A;
  - 4.2 33% prior to Practical Completion of the last Residential Unit in Plot A; and
  - 4.3 33% prior to completion of the ground floor slab of the subsequent Plot following Plot Aand FOR THE AVOIDANCE OF DOUBT the Developer shall not be required to deliver the New Health Centre in the event that the Council issue the Health Centre Notice requesting the Health Contribution is paid pursuant to this paragraph 3.1.
5. In the event that the Health Centre Notice requests that the Developer constructs the New Health Centre then the Developer shall:
  - 5.1 Practically Complete the New Health Centre prior to Demolition of the Existing Health Centre in accordance with details approved by the Council as part of the Reserved Matters Approval for the Plot on which the New Health Centre is to be provided (to be determined by the Developer); and
  - 5.2 the Developer shall not Demolish the Existing Health Centre until the said New Health Centre has been Practically Completed; and
  - 5.3 The Developer shall not Occupy or permit Occupation of more than 1200 Residential Units until such time as the New Health Centre has been Practically Completed.
6. The Developer covenants to Practically Complete the New Health Centre:

6.1 in accordance with latest version of the Health Building Notes (HBNs) and Health Technical Memoranda (HTMs), or equivalent at the time of design and construction as may be published by NHS England from time to time; and

6.2 prior to Demolition of the Existing Health Centre

PROVIDED ALWAYS THAT the Developer shall not be required to deliver the New Health Centre at a cost to the Developer that exceeds the Health Contribution

7. In the event that the Council does not issue the Health Centre Notice to the Developer within the Relevant Period the Developer shall pay to the Council the Health Contribution in the following instalments:

7.1 34% prior to Practical Completion of 50% of the Residential Units in Plot A;

7.2 33% prior to Practical Completion of the last Residential Unit in Plot A; and

7.3 33% prior to completion of the ground floor slab of the subsequent Plot following Plot A

and FOR THE AVOIDANCE OF DOUBT the Developer shall not be required to deliver the New Health Centre in the event that the Council does not issue the Health Centre Notice within the Relevant Period

8. In the event the New Health Centre is constructed pursuant to paragraph 6 the Developer covenants not to Occupy or cause permit or allow to be Occupied the New Health Centre other than for use within Class D1 of the Town & Country (Use Classes) Order 1987

9. In the event the New Health Centre is constructed pursuant to paragraph 6 the Developer covenants not to Dispose of the New Health Centre other than for a peppercorn rent unless otherwise agreed in writing with the Council.

## SCHEDULE F

### Recruitment Employment and Training

#### 1. EMPLOYMENT AND ENTERPRISE OBLIGATIONS

1.1 Unless otherwise agreed with the Council the Owner shall use Employment and Skills Reasonable Endeavours to deliver until Practical Completion of the Development:-

1.1.1 THIRTY- FIVE (35) Apprenticeships at Levels 2-7 during the construction and operation of the Development in accordance with a programme to be agreed with the Council's Skills and Enterprise team; and

1.1.2 TWENTY- EIGHT (28) Places for Progression Into Employment (Less than 6 months); and

1.1.3 THIRTY- ONE (31) Places for Progression Into Employment (More than 6 months); and

1.1.4 EIGHTY- FIVE (85) opportunities for Work Experience; and

1.1.5 ONE THOUSAND ONE HUNDRED AND THRITEN (1113) students from school and/or college and/or university to attend site visits by Barnet Participants;

1.1.6 SIX HUNDRED AND TWELVE (612) students to attend workshops (the nature of which to be agreed with the Council) held by the Owner on the Site and delivered by a suitably trained guest speaker; and

1.1.7 a local labour target of 10%;

1.1.8 to incorporate at least 10 (ten) local suppliers (within Barnet) into the local supply chain and reporting on performance in incorporating the local supply chain;

1.2 The Owner covenants with the Council:

1.2.1 to submit the Employment and Skills Strategy for each Plot prior to Commencement of the Development of a Plot;

1.2.2 not to Commence the Development of a Plot unless and until the Owner and the Council have agreed the Employment and Skills Strategy for that Plot;

1.2.3 to provide the Employment and Skills Strategy for each Plot to the Council's Skills and Enterprise team

1.3 The Apprenticeships to be delivered pursuant to paragraph 1.1 of this Schedule F shall:

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

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

1.3.3 be specifically targeted for the benefit of persons living within the London Borough of Barnet pursuant to paragraph 1.5 below before making them available subsequently to all London Boroughs; and

1.3.4 be provided within the workforce employed by the Owner or within the workforce employed by the contractors or sub-contractors procured or appointed by the Owner; and

1.3.5 comply with guidance from the National Apprenticeship Service (or any subsequent organisation which replaces this) regarding the delivery of accredited Apprenticeships

1.4 In the event that an apprentice resigns within the first two months of the Apprenticeship programme required under paragraph 1.1.1 of this Schedule F the Owner shall use Employment and Skills Reasonable Endeavours to re-provide a replacement Apprenticeship within six (6) calendar months of that apprentice withdrawing from the programme to ensure completion of the Apprenticeships required under paragraph 1.1.1.

1.5 The Owner shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the vacancies within the London Borough of Barnet, and also to source eligible candidates from which to recruit to the vacancies.

1.6 Each year of the anniversary of the date of Commencement of Development of each Plot (unless otherwise agreed), Notting Hill Genesis shall provide a written report (*the E&S Report*) to the Council's Employment and Skills Team, giving:

1.6.1 details of the compliance with the Employment and Skills Strategy for that Plot; and

1.6.2 details of the expenditure of the Skills and Employment Contribution, until such date as the Skills and Employment Contribution has been expended in total.



1.7 In the event that the E&S Report identifies that the Owner has been unable to recruit to and commence all the Apprenticeships and Progression into Employment (Less than 6 months) and Progression into Employment (More than 6 months) (in accordance with the relevant Employment and Skills Strategy approved pursuant to paragraph 1.2 above) within twelve (12) calendar months of Commencement of Development of this Plot, the E&S Report shall include details to the Council of the attempts made to recruit to and commence those Apprenticeship post(s), Progression into Employment (Less than 6 months) post(s) and Progression into Employment (More than 6 months) post(s) that cannot be delivered.

1.8 Within 20 Working Days of receipt of any E&S Report above the Council shall:

1.8.1 notify the Owner that further attempts to deliver the outstanding Apprenticeship(s) Progression into Employment (Less than 6 months) and Progression into Employment (More than 6 months) in accordance with the relevant Employment and Skills Strategy are required and FOR THE AVOIDANCE OF DOUBT the Owner shall be entitled to deliver outstanding Apprenticeship(s) Progression into Employment (Less than 6 months) and Progression into Employment (More than 6 months) in accordance with the relevant Employment and Skills Strategy in any Employment and Skills Strategy for a subsequent Plot; and

1.8.2 on receipt of the final E&S Report shall notify the Owner to pay the Employment and Training Calculator having taken account of the existing employment initiatives provided at Grahame Park, that are part of Notting Hill Genesis Theory of Change, Employment and Skills Strategy in the London Borough of Barnet or is providing employment initiatives to Barnet Participants within other London Boroughs between the date of Commencement of Development and Practical Completion

1.9 The Owner shall pay the applicable contribution derived from the Employment and Training Calculator to the Council within 20 Working Days of the notice served by the Council pursuant to paragraph 1.8 of this Schedule F.

1.10 Upon the payment of the contribution derived from the Employment and Training Calculator by the Owner to the Council the Owner shall in respect of the obligations in this Schedule F which have not been recruited and commenced be released from all obligations in this Schedule F.

2. **Monitoring of the Skills and Employment Contribution**

- 2.1 The Owner shall use the Skills and Employment Contribution for the Skills and Employment Purposes, which for the avoidance of doubt shall also include but not be limited to similar initiatives to be engaged in pursuant to Paragraphs 1.1.1- 1.1.6.
- 2.2 The Council shall review the E&S Report and raise any reasonable concern(s) in relation to the Skills and Employment Contribution, in order that the expenditure of Skills and Employment Contribution may be annually reviewed and adjusted by mutual consent.
- 2.3 Notting Hill Genesis will retain proof of all expenditure of the Skills and Employment Contribution until the Council confirms in writing that it accepts that the fund is spent PROVIDED ALWAYS that in the event that the Council has not provided such confirmation within 30 days after having been notified of the same, then it shall be deemed to have been accepted that the relevant sum has been expended.
- 2.4 The Council will inspect the proof of expenditure of the Skills and Employment Contribution once per year and the reverse index-linking of the expenditure of the Skills and Employment Contribution, carried to the next year.
- 2.5 If proof of expenditure of the Skills and Employment Contribution is not available for any item, it will not be deemed to have been expended unless otherwise, agreed in writing by both parties.

## SCHEDULE G

### Transport

#### 1. Public Transport

- 1.1 The Council shall use Reasonable Endeavours to secure the provision of additional bus services to service the new bus stops provided within the Development and once secured shall notify the Developer of the agreement with TfL to provide the same.
- 1.2 Subject to paragraph 1.1 above:
- 1.2.1 in the event that the Council has served the notice required by paragraph 1.1 above on the Developer prior to the Occupation of 500 units, the Developer covenants to pay to the Council the First Public Transport Contribution prior to Occupation of 631 Residential Units; or
- 1.2.2 in the event that the Council has not served notice required by paragraph 1.1 above on the Developer prior to the Occupation of 500 units, the Developer covenants to pay to the Council the First Public Transport Contribution within 60 Working Days of receipt of the notice.
- 1.3 Upon completion of the New Road the Developer shall serve the Bus Test Notice.
- 1.4 Upon receipt of the Bus Test Notice the Council shall use Reasonable Endeavours to ensure that Transport for London undertake the Bus Test within ninety (90) Working Days of the date of the Bus Test Notice.
- 1.5 In the event that the Bus Test shows that the New Road is not suitable for a bus service operated by Transport for London then the Council shall (in consultation with Transport for London) notify the Developer of any remedial works required to the New Road in order for Transport for London to operate a bus service on the New Road and upon completion of any remedial works required the Developer shall issue a Bus Test Notice.
- 1.6 In the event that the Bus Test shows that the New Road is suitable for a bus service operated by Transport for London the Developer shall pay the Second Public Transport Contribution to the Council within forty five (45) Working Days of receiving the Council's written approval of the Bus Test.
- 1.7 Subject to payment of the First Public Transport Contribution and the Second Public Transport Contribution the Council covenants to use its Reasonable Endeavours to encourage Transport for London to deliver the additional bus services (or improvements to Colindale Station as appropriate) for which the First Public Transport Contribution and the Second Public Transport Contribution are paid.
- 1.8 The Council covenants to use Reasonable Endeavours to require Transport for London to refund to the Council any balance of the First Public Transport Contribution or the Second Public Transport Contribution which has not been expended or committed for expenditure by Transport for London for the purposes for which it has been paid at the expiry of five years from the date the First Public Transport Contribution or Second Public Transport Contribution (as the case may be) was paid to Transport for London by the Council pursuant to clause 5.4 of this Deed
- 1.9 The Council shall repay to the Developer any balance of the First Public Transport Contribution or the Second Public Transport Contribution which:-

- 1.9.1 has not been paid to Transport for London by the Council within six months after the date on which it was due to be paid pursuant to clause 5.3 of this Deed; and/or
- 1.9.2 has been refunded by Transport for London pursuant to paragraph 1.8 of this Schedule G to this Deed within 20 Working Days after the date of receipt of the sum

PROVIDED ALWAYS THAT clause 5.3 of this Agreement shall still apply in absence of Transport for London not returning any balance of the First Public Transport Contribution or the Second Public Transport Contribution to the Council.

## **2. Grahame Park Transport Contribution**

- 2.1 The Developer shall pay to the Council the Grahame Park Transport Contribution in the following instalments:
  - 2.1.1 £35,000 prior to Occupation of 200 Residential Units;
  - 2.1.2 £35,000 prior to Occupation of 429 Residential Units; and
  - 2.1.3 £35,000 prior to Occupation of 1288 Residential Units.
- 2.2 The Council covenants to repay to the Developer any balance of any instalment of the Grahame Park Transport Contribution which remains unexpended or has not been Committed for Expenditure at the expiry of five years after the date of payment of the relevant instalment pursuant to paragraph 2.1 above.

## **3. Residential Travel Plan Incentive Fund**

- 3.1 Within six months after the date on which each Residential Unit is first Occupied the Developer shall provide the occupier of that Residential Unit with a Travel Voucher to the value of THREE HUNDRED POUNDS (£300.00) to be used by the occupier to obtain any two Residential Travel Plan Incentives of their choice
- 3.2 The Developer shall submit a report to the Council every six months as to how the Residential Travel Plan Incentives Fund has been spent from the date of first application of the said fund pursuant to paragraph 3.1 of this Schedule G to this Deed until the date on which that fund is fully expended

## **4. Car Club**

- 4.1 The Developer shall use its reasonable endeavours to establish and promote a Car Club within the Development prior to the Occupation of any Residential Unit
- 4.2 The Developer shall not Occupy any Residential Units unless and until the Car Club Scheme has been submitted to and approved by the Council
- 4.3 The Developer shall provide the name and address of the operator of the Car Club to the Council prior to Occupation of any Residential Units
- 4.4 The Developer shall publicise details of how to join the Car Club within its marketing materials (which may include its website) for the Development from the date when the two Car Club spaces are first available to occupiers of the Development

4.5 The Developer shall ensure that two car parking spaces on the Land are reserved for the use of the Car Club and (subject to paragraph 4.6) shall retain those spaces for use by the Car Club

4.6 In the event that the Car Club operator no longer utilises the two Car Club spaces the Developer shall:-

(a) notify the Council of this fact; and

(b) use reasonable endeavours to secure another Car Club operator to provide the Car Club PROVIDED ALWAYS THAT in the event that the Developer has been unable to secure another Car Club operator within six months after the date on which the Developer has notified the Council pursuant to paragraph 4.6(a) of this Schedule G to this Deed then the Developer shall provide the Council with evidence as to its attempts to secure another Car Club operator and request approval from the Council to let the two Car Club spaces to occupiers of the Development

## 5. Off-site walking and cycling routes

5.1 The Developer covenants:

5.1.1 To pay the Cycle and Pedestrian Route Contribution to the Council prior to the Occupation of 1200 of the Residential Units; and

5.1.2 not permit or cause the Occupation of more than of 1200 of the Residential Units on the Development unless and until the Cycle and Pedestrian Route Contribution has been paid to the Council

## 6. Controlled Parking Zone Permits

6.1 The Developer covenants:

6.1.1 that prior to Occupation of each Residential Unit the Occupier and any subsequent Occupier will be informed by the Developer that they (including their visitors) shall not be entitled to a parking permit to park a vehicle within a Controlled Parking Zone by virtue of their residence (unless the Occupier is a holder of a disabled person's badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970);

6.1.2 that it shall not apply to the Council for a parking permit in respect of the Residential Units;

6.1.3 that it shall ensure, so far as reasonably practicable, that all material used for advertising or marketing the Residential Units for letting or sale provides notice to prospective owners, residents and Occupiers that they will not be entitled to apply for a parking permit to park a vehicle within a Controlled Parking Zone;

6.1.4 that it shall procure that every agreement and/or lease entered into for the purpose of selling leasing or letting any Residential Unit contains the following covenant (or a covenant of a similar form):

*i. "the Purchaser/Lessee/Occupier [insert details as appropriate] hereby covenants with the Owner not to apply for nor knowingly permit an application to be made by any person residing in the premises for a residents or visitors car parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be*

*enforceable by the Council under Section 1 of the Contracts (Rights of Third Parties) Act 1999. This covenant shall not apply to the holder of a "disabled person's badge" issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970 subject to the Council's right to require proof of such entitlement".*

6.2 Where the Developer has notified an Occupier of a Residential Unit of the restriction pursuant to paragraph 6.1.3 the Developer's obligation shall be discharged and if such resident has applied or obtained a permit the Council may only be entitled to take action against that resident and not against the Developer.

**7. Highway Works**

7.1 The Owner shall not commence the Highway Works until it has entered into a Highways Agreement with the Council to secure the delivery of the Highway Works

7.2 The Owner shall not permit Occupation of the last Residential Unit in Plot A until the Highway Works fronting Plot A have been completed to the reasonable satisfaction of the Council unless otherwise agreed with the Council.

## SCHEDULE H

### Carbon Off-setting

1. The Carbon Offsetting Contribution
  - 1.1 Prior to Commencement of each Plot the Developer shall pay to the Council the Estimated CO2 Offset Contribution for that Plot
  - 1.2 The Developer shall within three months (or other such period agreed in writing by the Council) of Practical Completion of a Plot submit the Post Construction Assessment for that Plot to the Council together with:-
    - 1.2.1 the Developer's calculation of the Actual CO2 Offset Contribution for that Plot; and
    - 1.2.2 the Developer's calculation of the difference between the Estimated Offset Contribution and the Actual CO2 Offset Contribution for that Plot.
  - 1.3 Prior to Occupation of not more than 50% of Residential Units within a Plot of the Development the Developer shall agree the calculation of the Actual CO2 Offset Contribution for that Plot in writing with the Council or in default of agreement as determined by the Expert in accordance with clause 11 of this Deed and within one (1) month of such agreement between the Parties or determination by the Expert, the Developer shall:-
    - 1.3.1 In the event the Actual CO2 Offset Contribution for that Plot is greater than the Estimated CO2 Offset Contribution pay to the Council the difference between the two amounts (the "Plot Additional Sum"); or
    - 1.3.2 In the event the Actual CO2 Offset Payment for that Plot is less than the Estimated CO2 Offset Contribution for that Plot be entitled to carry over the difference ("the Previous Plot Overpayment") as a credit in the calculation pursuant to paragraphs 1.2 for the subsequent Plots as appropriate

## SCHEDULE I

### District Heating Net Work

1. Subject to the provisions of this Schedule the Developer covenants that the Development will be designed to connect to or not prejudice the future connection to a DHN.
2. The Developer covenants that:
  - 2.1 the Development will be designed to connect to or not prejudice the future connection to a DHN;
  - 2.2 a single connection point for the Development shall be provided, at which the Development may be connected a DHN, on the edge of the Land, in a location to be approved as part of a DHN Statement;
  - 2.3 prior to Commencement of Development of each Outline Plot the Developer shall submit a DHN Statement to the Council for approval in writing;
  - 2.4 the DHN Statement for each Outline Plot shall:
    - 2.4.1 provide for the details of how the relevant Outline Plot will become capable of connecting to a DHN;
    - 2.4.2 provide details of how the relevant Outline Plot's energy demands will be met prior to any connection to a DHN;
    - 2.4.3 to the extent relevant to this Schedule be in accordance with the Greater London Authority's "London District Heating Manual"(can be found at: [http://www.londonheatmap.org.uk/Content/uploaded/documents/DH\\_Manual\\_for\\_London\\_February\\_2013\\_v1.0.pdf](http://www.londonheatmap.org.uk/Content/uploaded/documents/DH_Manual_for_London_February_2013_v1.0.pdf)) (or any document updating or replacing the same as agreed with the Council) and for the avoidance of doubt shall include but not be limited to the following:
      - 2.4.3.1 the provision made within the plant room of each plot for the connection to DHN to the building hot water distribution system to supply the building space heating and domestic hot water requirements;
      - 2.4.3.2 the district heating pipework installation to be implemented by the Owner from the site boundary to the plant room;
      - 2.4.3.3 the provision for any future external buried pipe work routes to be safeguarded from the plant rooms to the Development boundary where connection to the DHN would be made;
      - 2.4.3.4 details of the provision made within the plant room to permit the connection of any future DHN including: a space reservation for interfacing heat exchangers; provision within the building hot water distribution system headers by means of isolation valves to connect the future heat exchanger secondary side;
      - 2.4.3.5 provision in the fabric of the buildings to facilitate the installation of DHN pipe work;



2.4.3.6 the secondary side to be designed to avoid overheating and unnecessary operating costs in accordance with the SPG on Sustainable Design and Construction and CIBSE Heat Network Code of Practice;

2.5 provide for when the relevant Outline Plot is likely to connect to the DHN provided always that it is no later than 5 years from when the DHN is operational (or as otherwise agreed with the Council

PROVIDED ALWAYS that in the event the Developer reasonably considers that it is not possible for the relevant Outline Plot to connect to a DHN it shall set out in the DHN Statement how they intend to implement future proofing measures and their reasons with supporting independent justification including details of the costs of connection and supply of heat from the DHN with a financial comparison of supplying heat from an onsite solution i.e. not the DHN such onsite solution financial cost based on a whole life cost basis of the onsite equipment and contract term including accounting for but not limited to the costs of replacement of onsite components together with the details as to how the energy demands will be met if it is not connected to a DHN for the Council's approval and upon approval by the Council the obligations in this paragraph 2.5 of this Schedule I shall cease.

2.6 In the event the relevant Outline Plot is capable of connection to a DHN, not less than 1 month prior to the connection to the relevant Outline Plot Developer shall inform the Council in writing of the connection date in respect of the Development and FOR THE AVOIDANCE OF DOUBT the Council shall not be responsible for any costs or fees associated with the negotiation and/or connection with the DHN.

2.7 In the event the relevant Outline Plot is capable of connection to a DHN but it has not been possible to connect the relevant Outline Plot to the DHN within 5 years from Practical Completion of the relevant Outline Plot the obligations on the Developer under this Schedule I shall cease and determine.

**APPENDIX 1**  
**VIABILITY FORMULAS**

**1. Early Stage Review**

**Formula 1b**

Surplus profit available for additional on-site affordable housing =  $((A - B) - (C - D) - P) - X$

**Where:**

**A =** Early Stage Review GDV (£)

**B =** Application Stage GDV (£)

**C =** Early Stage Review Build Costs (£)

**D =** Application Stage Build Costs (£)

**X =** Application Stage Viability Deficit

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

**Y =** 14%

**Formula 2a**

Additional London Affordable Rented Housing requirement (Habitable Rooms) to be converted from London Shared Ownership Units =  $E \div (C - B) \div D$

**Where:**

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

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

**D =** Average Habitable Room size for the Development (24.5sqm)

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

**Formula 2b**

**X =** Additional London Affordable Rented Housing requirement (Habitable Rooms)

**X =**  $((H * F) \div (A - B)) \div D$

**Y =** Additional London Living Rent Housing requirement (Habitable Rooms)

**Y =**  $((H * G) \div (A - C)) \div D$

**Where:**

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

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

- C =** Average London Living Rent Housing Value (£ per m<sup>2</sup>)
- D =** Average Habitable Room size for the Development (24.5sqm)
- E =** Surplus profit available for Additional Affordable Housing Units as determined in Formula 1b (£)
- F =** 60%
- G =** 40%
- H =** E - J
- J =** the amount of surplus profit that results in 627 Low Cost Rented Units being secured on the land in accordance with paragraph 1.7 and 1.8 of Part 3 of Schedule B using Formula 2a.

## 2. Mid stage review

### Mid Stage Review Formula 1b

Surplus profit available for additional on-site affordable housing =  $((A - C) - (D - F)) - P - X$

A = Mid Stage Review GDV (£)

C = Application Stage GDV (£)

D = Mid Stage Review Build Costs (£)

F = Application Stage Build Costs (£)

$P = (A - C) * Y$ ; Developer Profit on change in GDV (£)

Y = 14%

X = Application Stage Viability Deficit

### Mid Stage Review Formula 2a

Additional London Affordable Rented Housing requirement (Habitable Rooms) to be converted from Intermediate Units =  $(E \div (C - B)) \div D$

Where:

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

C = Average London Shared Ownership Housing Value (£ per m<sup>2</sup>)

D = Average Habitable Room size for the Development (24.5sqm)

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

### Mid Stage Review Formula 2b

X = Additional London Affordable Rent Housing requirement (Habitable Rooms)

$X = ((H * F) \div (A - B)) \div D$

Y = Additional London Living Rent Housing requirement (Habitable Rooms)

$Y = ((H * G) \div (A - C)) \div D$

Where:

A = Average Open Market Housing Value (£ per m<sup>2</sup>)

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

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

D = Average Habitable Room size for the Development (24.5sqm)

**E =** Surplus profit available for Additional Affordable Housing Units as determined in Mid Stage Review Formula 1b (£)

**F =** 60%

**G =** 40%

**H =** E - J

**J =** the amount of surplus profit that results in 627 Low Cost Rented Units being secured on the land in accordance with paragraph 1.8 of Part 3 of Schedule B using Mid Stage Review Formula 2a.

### 3. Late Stage Review

#### **Formula 3**

$$\text{Late Stage Review Additional Amount} = (((A + B) - C) - ((D + E) - F) - P - X - Z) \times 0.6$$

A = Late Stage Review Actual GDV (£)

B = Late Stage Review Estimated GDV (£)

C = Application Stage GDV (£)

D = Late Stage Review Actual Build Costs (£)

E = Late Stage Review Estimated Build Costs (£)

F = Application Stage Build Costs (£)

P = (A + B - C) \* Y; Developer profit on change in GDV (£)

Y = 14%

X = Application Stage Viability Deficit

Z = Surplus profit available for additional on-site affordable housing as determined by the Mid Stage Review Formula 1b at the Second Mid Stage Review.

#### **Formula 4**

$$\text{Late Stage Review Cap} = (((A * D) - (B * D)) * E) + (((A * D) - (C * D)) * F)$$

A = Average Open Market Housing Value (£ per m<sup>2</sup>)

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

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

D = Average Habitable Room size for scheme (24.5sqm)

E = Low cost rent shortfall on-site (habitable rooms) = 1031 habitable rooms (or as updated following previous review)

F = Intermediate housing shortfall on-site (habitable rooms) = 0 habitable rooms (or as updated following previous review)

**APPENDIX 2**

**Plans**

**Plan 1 – Land Plan**

**Plan 2 – Plot Plan**

**Plan 3 – Existing community facilities Plan**

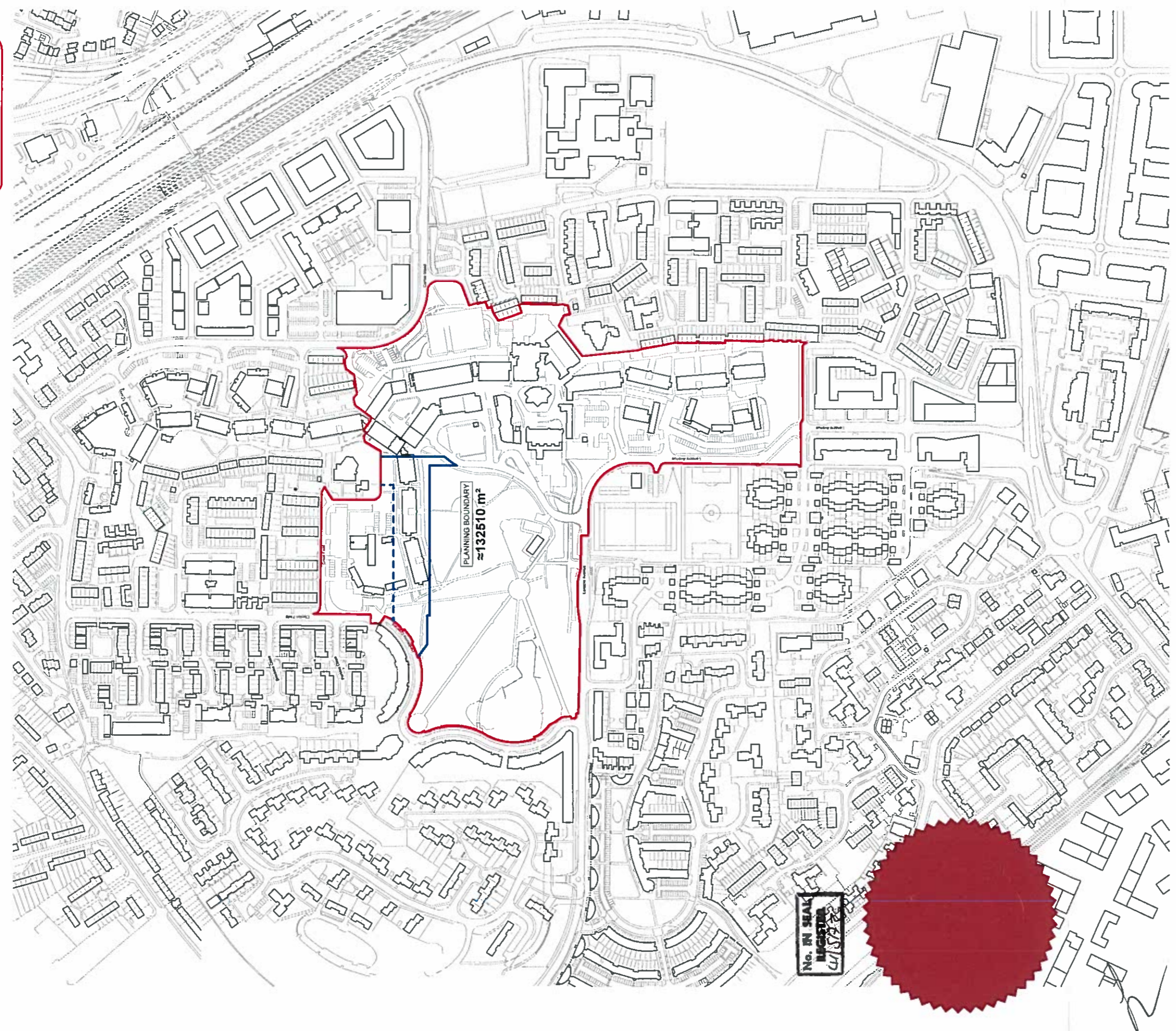
**Plan 4 – Heybourne Park Plan**

**Plan 5 – New Road Plan**

**Plan 6 – Offsite Social Rented Units Plan**

**Affordable Housing Detailed Plan**

# PLAN 1



PLANNING BOUNDARY  
≈ 132510 m<sup>2</sup>

NO. IN SEAL  
REGISTERED  
41/1579



**General Notes**  
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**Drawing Notes**  
— Application boundary for the Outline component of the Hybrid Planning Application.  
- - - Application boundary for the Phase A element of the Hybrid Planning Application.  
— Application boundary for the Phase 01 element of the Hybrid Planning Application.

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**Title**  
MASTERPLAN  
PARAMETER PLAN  
Site location plan

**Project**  
Graham Park  
Scale  
1:2000 @ A1

**Issue Record**  
By: [Signature] Chk Date: [Date]  
For Planning

**Drawing Number**  
HP-PTA-MP-ZZ-DR-A-0100

**Revision**  
S4-PL1

**Status**  
For Planning

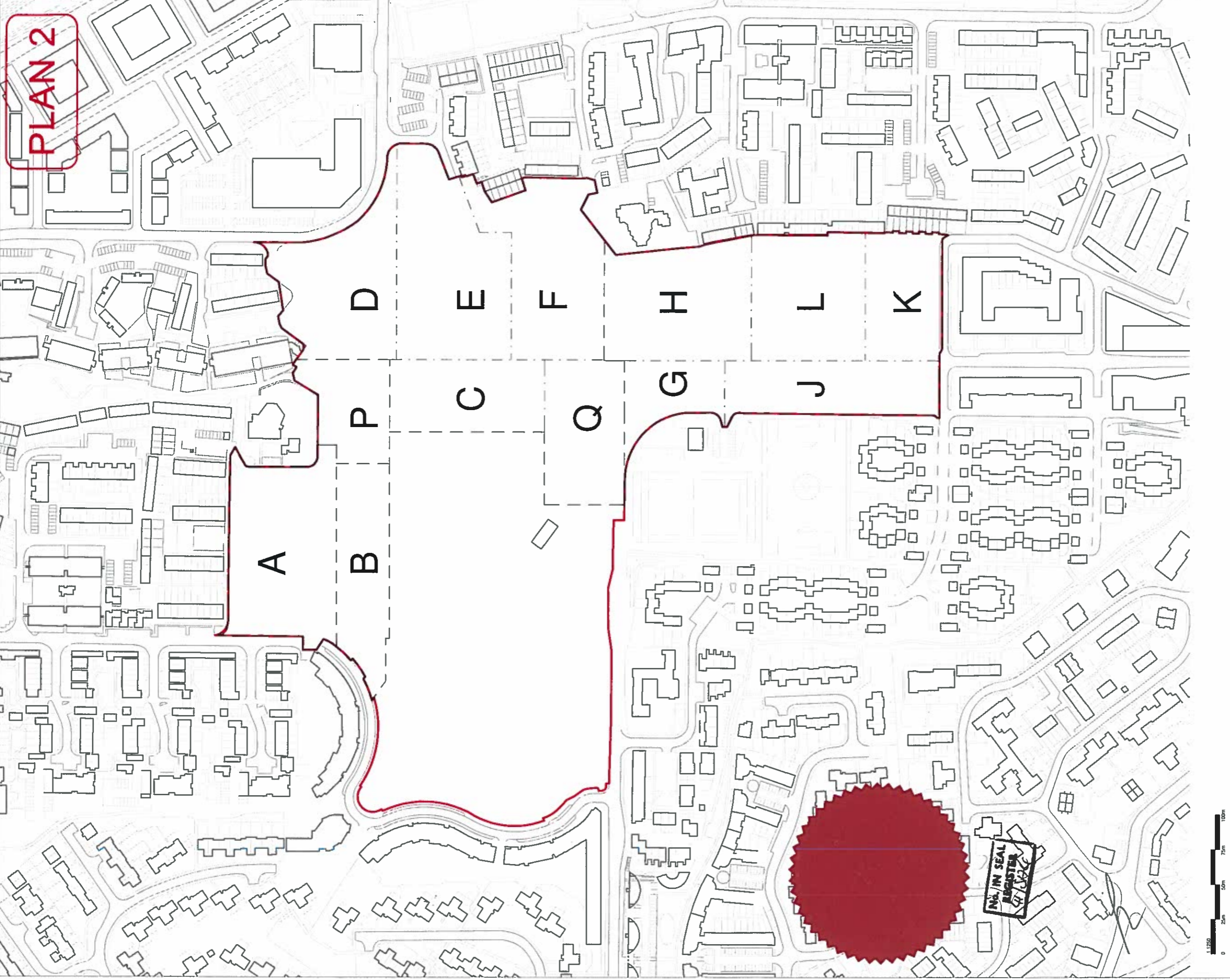
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92/12/11 6102/00/02

**Patel Taylor**

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**PLAN 2**

**General Notes**  
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 Contractors must ensure that construction is in accordance with the drawings and information. The Architect and its agents accept no liability for the user's release and interpretation of the drawings and information.

**Drawing Notes**  
 Colour Legend  
 Site boundary

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**Title**  
 MASTERPLAN  
 PHASING PLAN  
 Proposed plot plan

**Project**  
 Grahame Park

**Scale**  
 1 : 1250 @ A1

**Issue Record**  
 For Information

**By** Chk Date  
 PE PM 14.07.2020

**Drawing Number**  
 HP-PTA-MP-XX-DR-A-0445 S2-P01

**Revision**  
 S2-P01

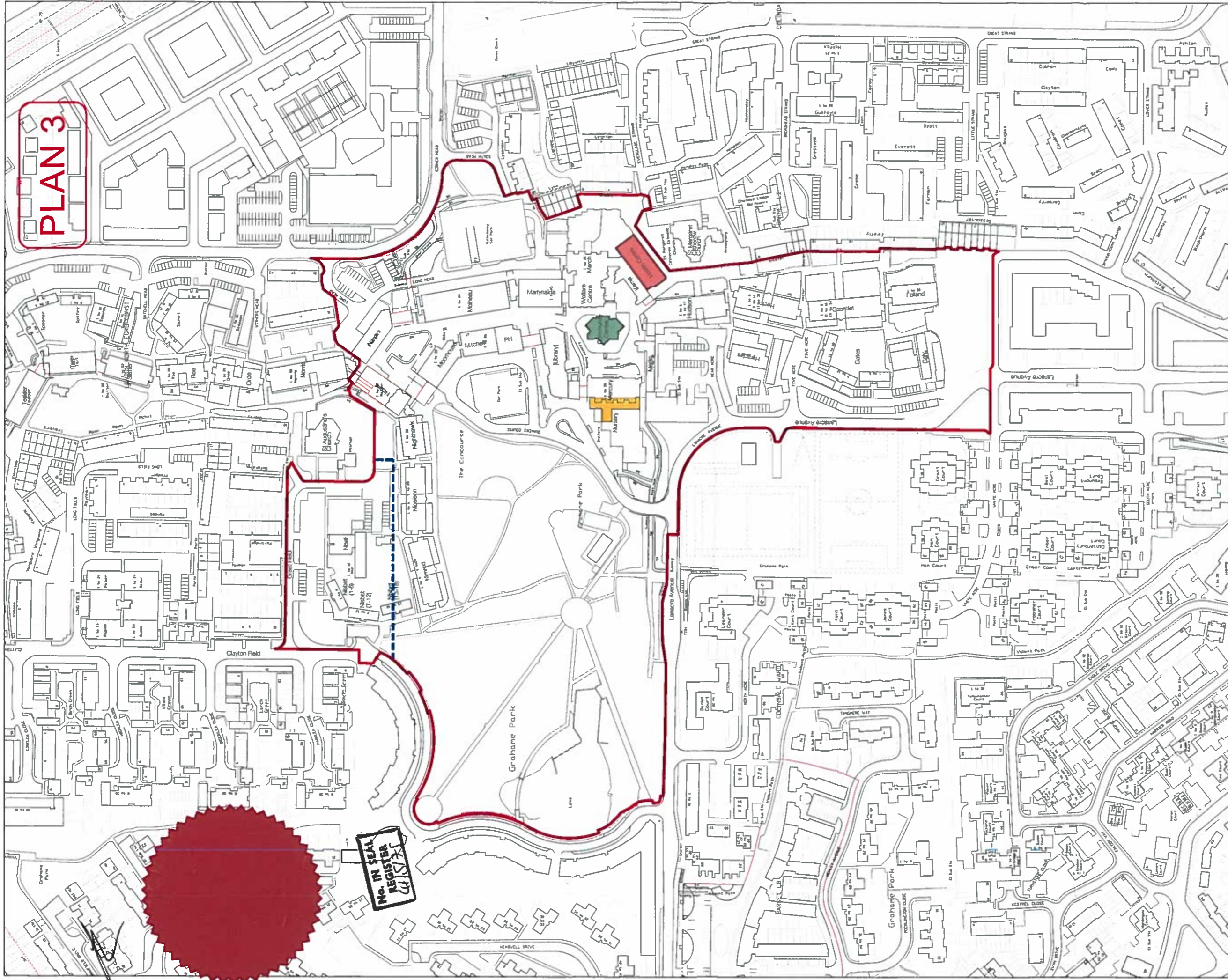
**Status**  
 For Information

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 22

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# PLAN 3

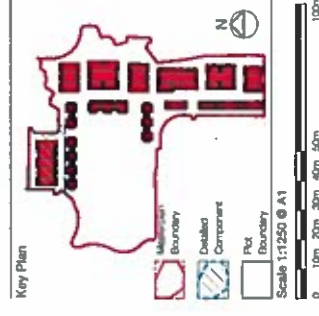


**No. IN SEAL REGISTER**

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**Drawing Notes**

- Colour Code**
- Application boundary for the Outline component of the Hybrid Planning Application
  - Application boundary for the Plan A element of the Hybrid Planning Application
  - Community Centre
  - Children's Centre
  - Health Centre



**Title**  
 Masterplan  
 Existing site layout  
 Location of Community uses

**Project**  
 Grahame Park

**Scale**  
 1:1250 @ A1

**Issue Record**  
 For Information

**By**  
 Chk Date

**By**  
 Chk Date

**Drawing Number**  
 HP-FIA-MP-XX-DR-A-0012

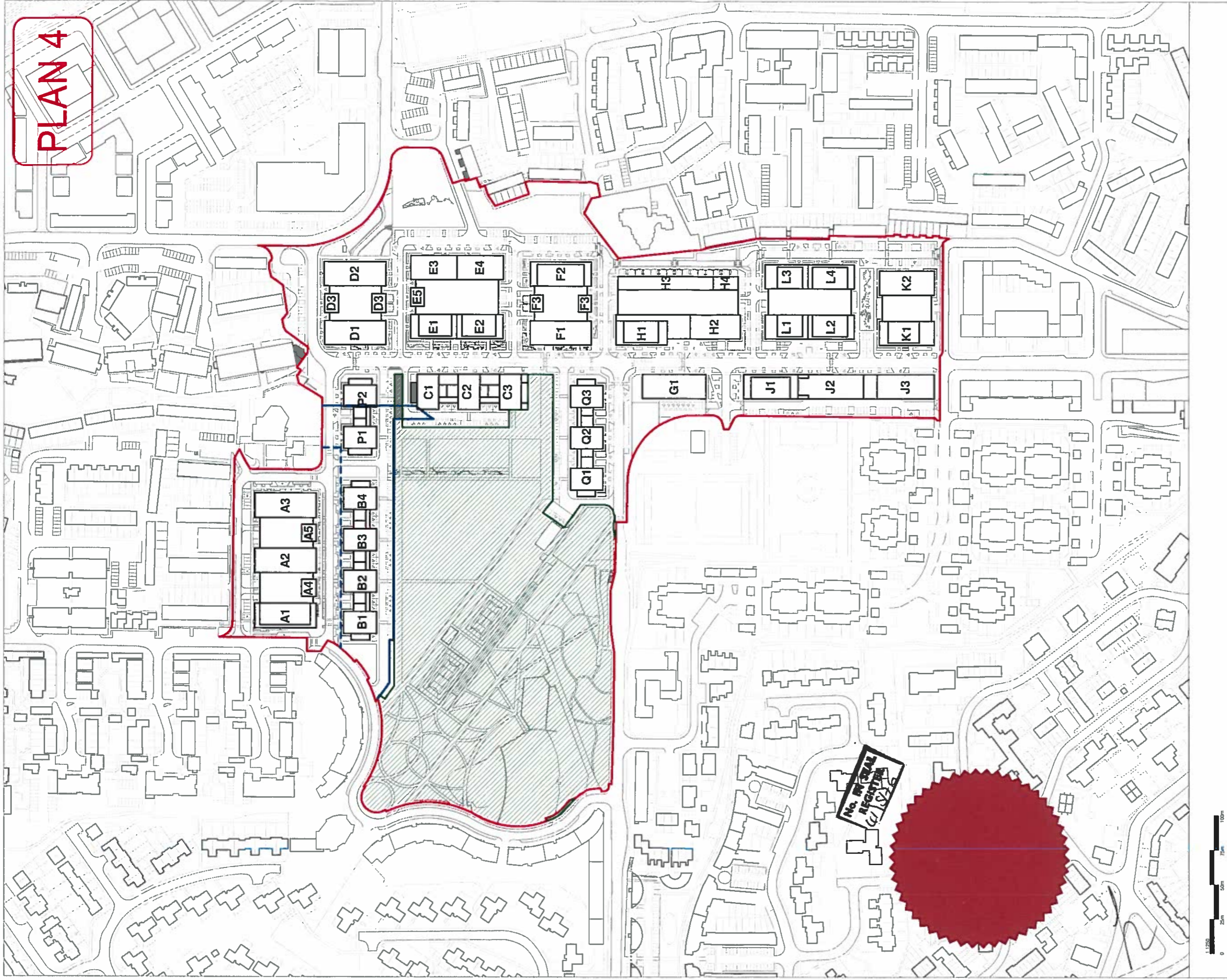
**Revision**  
 P01

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# PLAN 4



No. INTERNAL REGISTER 6118216



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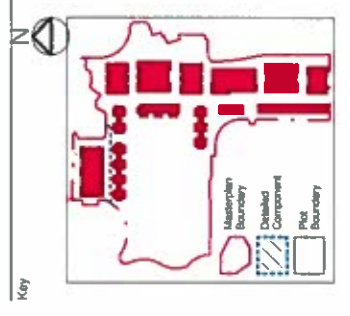
- Drawing Notes**
- Application boundary for the Outline component of the Hybrid Planning Application.
  - Application boundary for the Phase A element of the Hybrid Planning Application.
  - Application boundary for the Phase 01 element of the Hybrid Planning Application.
  - Proposed extent of Heybourne Park.

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**Title**  
 LANDSCAPE DIAGRAMS PLAN  
 Heybourne Park extents plan

**Project**  
 Grahame Park

**Scale**  
 1 : 1250 @ A1

**Issue Record**  
 For information

**By** PE  
**Chk Date** 14.04.2020

**Drawing Number**  
 HP-PTA-MP-GF-DR-A-0655 S2-P01

**Revision**  
 S2-P01

**Status**  
 For information

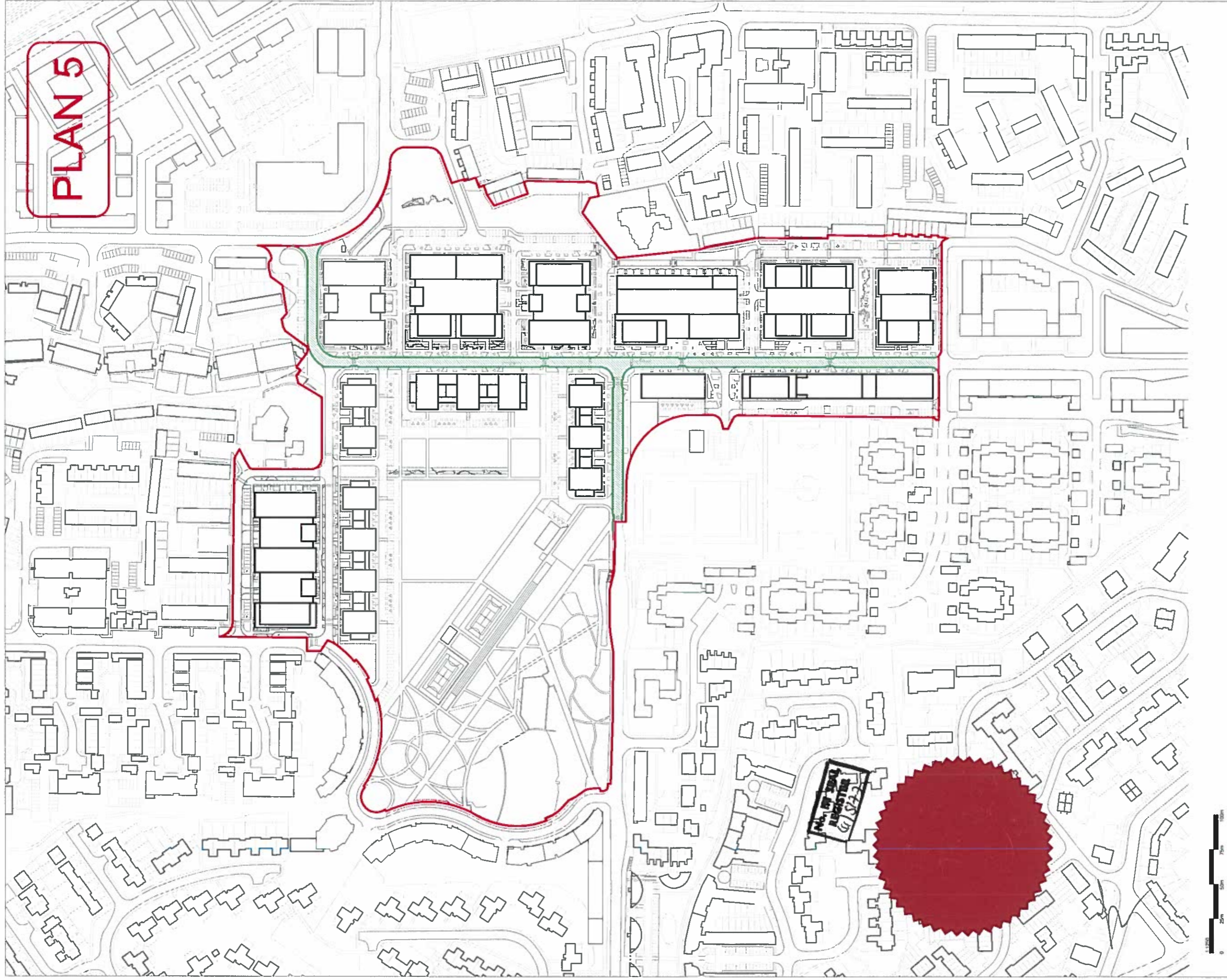
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# PLAN 5



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**Drawing Notes**

- Colour legend**
- Site boundary
  - Bus route



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**Title**  
 MASTERPLAN  
 DIAGRAMS PLAN  
 Illustrative masterplan - Bus route

**Project**  
 Grahame Park

**Scale**  
 1 : 1250 @ A1

**Issue Record**  
 By Chk Date  
 PE RM 14.07.2020

**Drawing Number**  
 HP-PTA-MP-XX-DR-A-0211 S2-P01

**Revision**  
 S2-P01

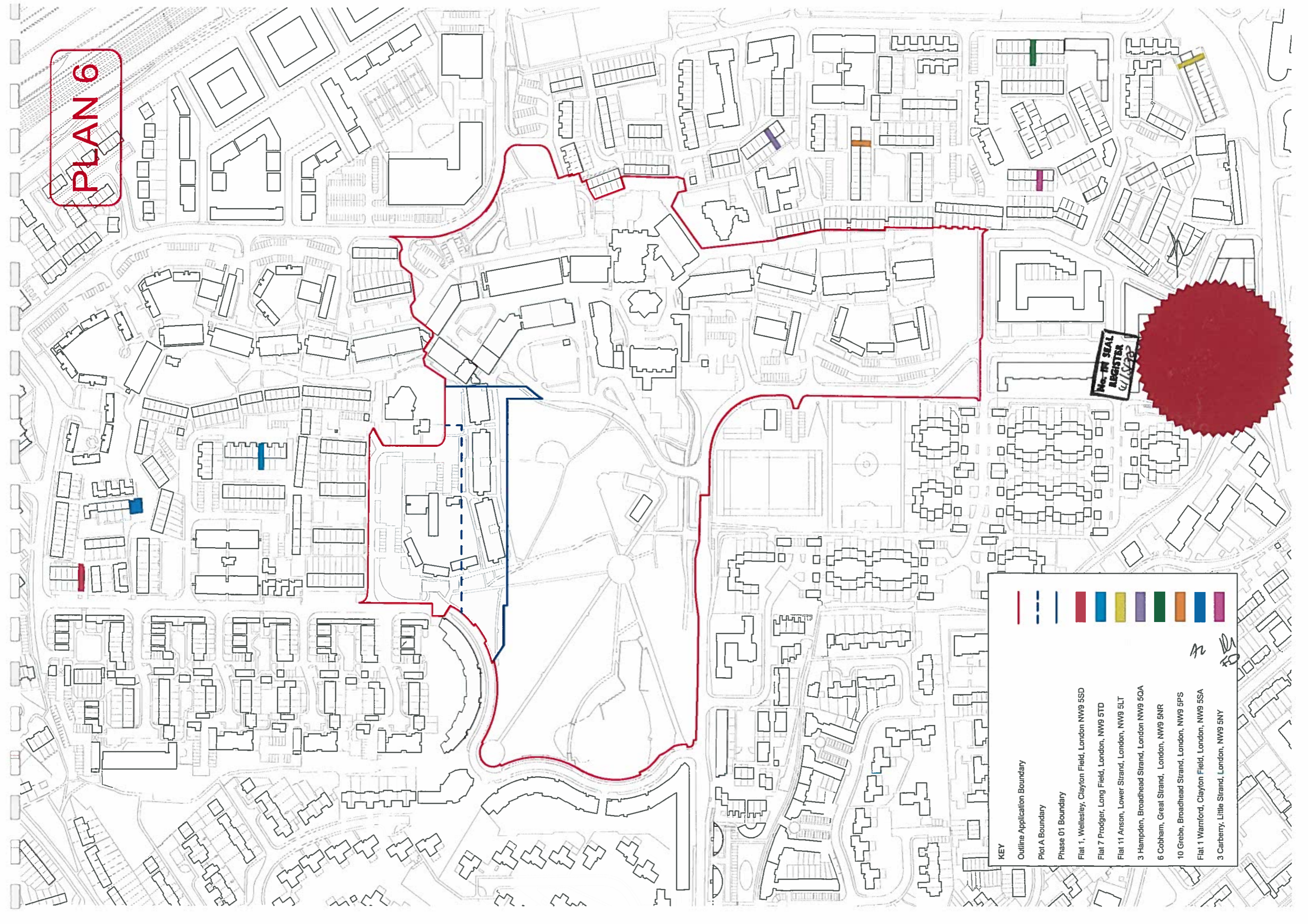
**Status**  
 For information

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# PLAN 6

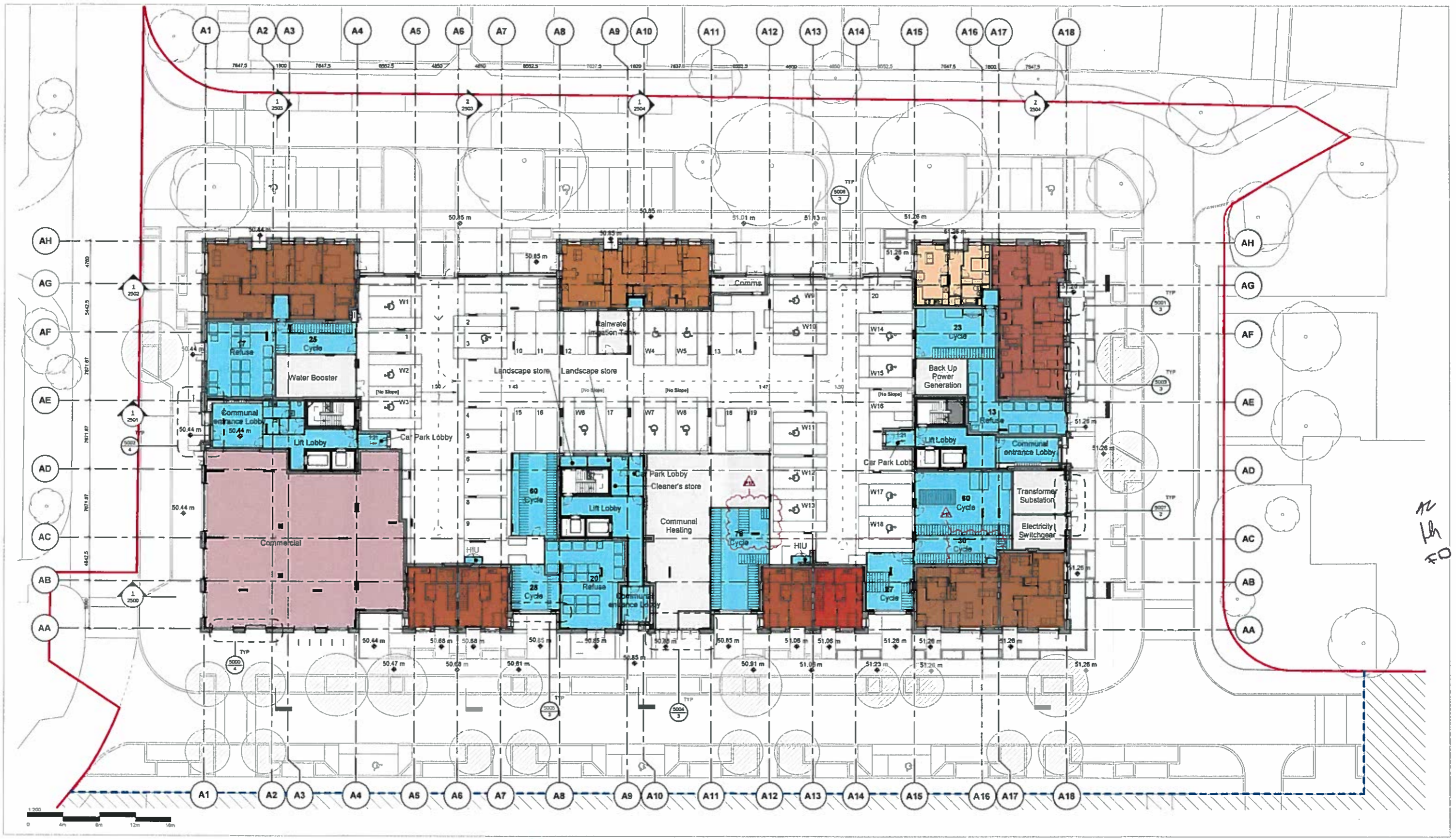


NO. IN SEAL REGISTER 4182

**KEY**

- Outline Application Boundary
- Plot A Boundary
- Phase 01 Boundary
- Flat 1, Wellesley, Clayton Field, London NW9 5SD
- Flat 7 Prodder, Long Field, London, NW9 5TD
- Flat 11 Anson, Lower Strand, London, NW9 5LT
- 3 Hampden, Broadhead Strand, London NW9 5QA
- 6 Cobham, Great Strand, London, NW9 5NR
- 10 Grebe, Broadhead Strand, London, NW9 5PS
- Flat 1 Warmford, Clayton Field, London, NW9 5SA
- 3 Carberry, Little Strand, London, NW9 5NY

*Handwritten initials: R, FO*

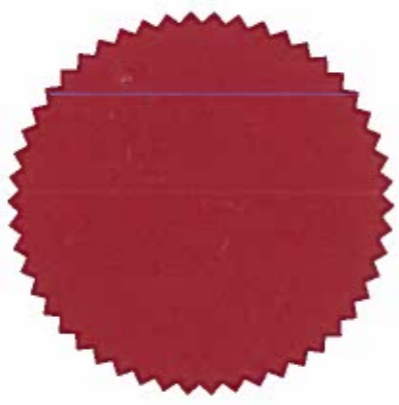


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**Drawing Notes**  
Refer to HP-PTA-A0-GF-DR-L-2101 For Ground Floor Landscape

- Drawing Key**
- SFR 1B 2P
  - SFR 3B 5P
  - SFR 3B 6P
  - SFR 4B 5P
  - SFR 4B 6P
  - SFR 5B 6P
  - Ancillary
  - Commercial
  - Service



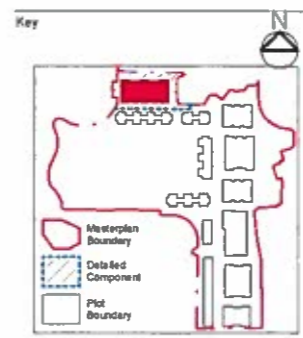
No. IN SEAL REGISTER  
 44/1377

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**Title**  
PLOT A  
GENERAL ARRANGEMENT PLAN  
Ground Floor

**Project**  
Grahame Park

**Scale**  
1 : 200 @ A1

**Issue Record**

Issue	By	Chk	Date
P10	Tabled at workshop	GGV	LL 20.11.2019
P11	Tabled at workshop	LL	LL 17.12.2019
P12	Revised as noted	LL	LL 10.01.2019
P13	A3 cycle stores revised	LL	LL 14.01.2019
P14	Revised as noted	LL	LL 17.01.2019
P15	GA Design Freeze	PE	LL 07.02.2020
P16	Issued for Pre-Tender Estimate	GGV	PE 13.02.2020
P17	For Tender	GGV	PE 17.04.2020

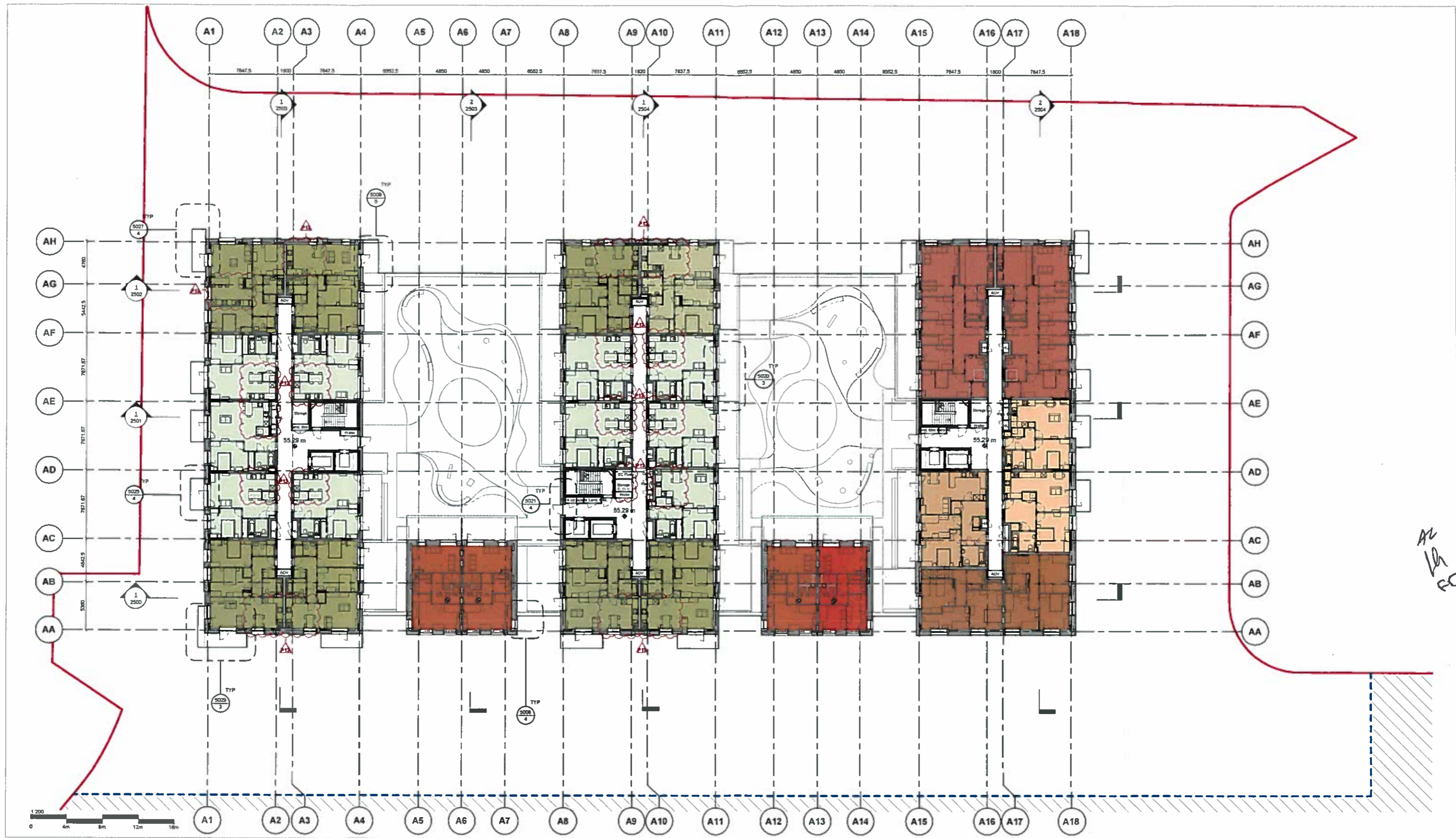
**Drawing Number**  
HP-PTA-A0-GF-DR-A-2100

**Revision**  
S4-P17

**Status**  
For Tender

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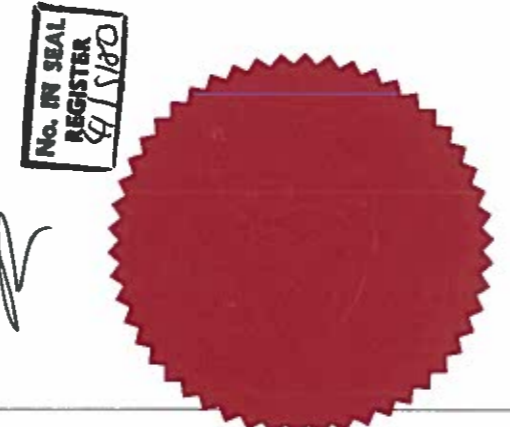
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**Drawing Notes**  
 Refer to HP-PTA-A0-01-OR-L-2101 For First Floor Landscape

- Drawing Key**
- ISO 1B 2P
  - ISO 2B 3P
  - ISO 2B 4P
  - SFR 1B 2P
  - SFR 2B 3P
  - SFR 3B 6P
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  - SFR 4B 6P
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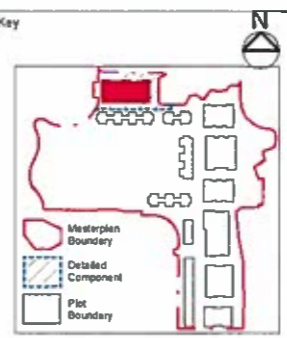


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**Title**  
 PLOT A  
 GENERAL ARRANGEMENT PLAN  
 Floor D1

**Project**  
 Grahame Park

**Scale**  
 1 : 200 @ A1

**Issue Record**

Issue	By	Chk	Date
P08	Tabled at workshop	GGV LL	20.11.2019
P09	Issued for information	GGV LL	15.01.2020
P10	Revised as noted	GGV LL	17.01.2020
P11	GA Design Freeze	AG LL	07.02.2020
P12	Issued for Pre-Tender Estimate	GGV PE	13.03.2020
P13	For Tender	GGV PE	17.04.2020

**Drawing Number**  
 HP-PTA-A0-01-DR-A-2101

**Revision**  
 S4-P13

**Status**  
 For Tender

**Project**  
 Grahame Park

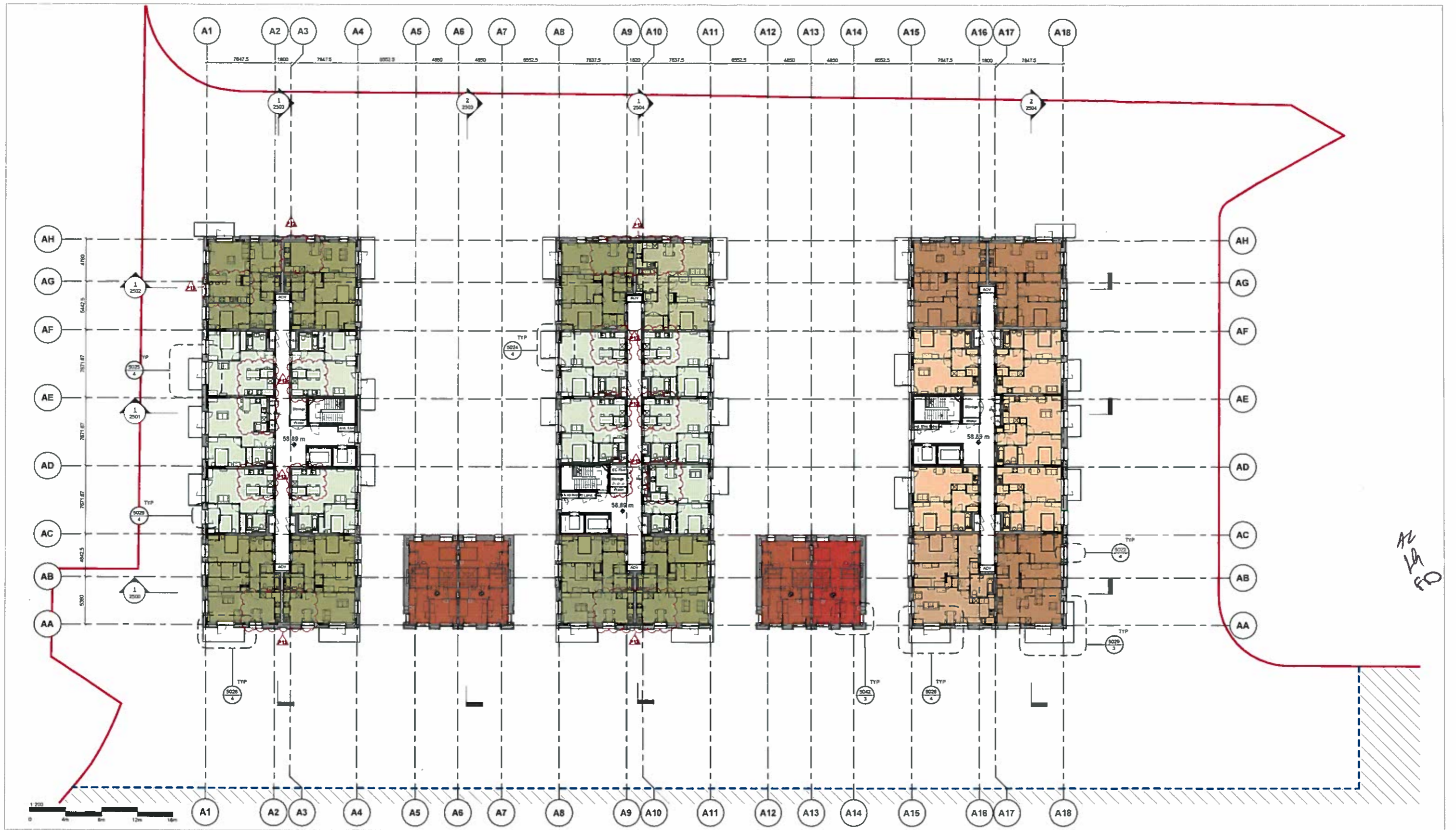
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**Issue Record**

Issue	By	Chk	Date
P08	Tabled at workshop	GGV LL	20.11.2019
P09	Issued for information	GGV LL	15.01.2020
P10	Revised as noted	GGV LL	17.01.2020
P11	GA Design Freeze	AG LL	07.02.2020
P12	Issued for Pre-Tender Estimate	GGV PE	13.03.2020
P13	For Tender	GGV PE	17.04.2020

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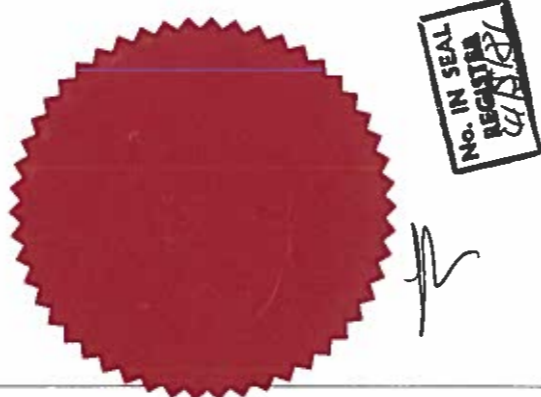


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**Drawing Notes**

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- ISO 1B 2P
  - ISO 2B 3P
  - ISO 2B 4P
  - SFR 1B 2P
  - SFR 2B 3P
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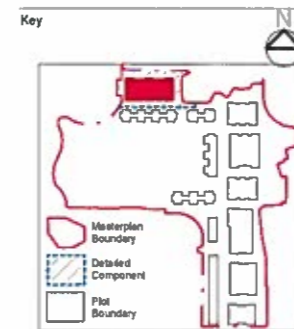


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**Title** PLOT A  
GENERAL ARRANGEMENT PLAN  
Floor 02

**Project** Grahame Park

**Scale** 1 : 200 @ A1

Issue Record	By	Chk	Date
P07 - Tabled at workshop	GGV	LL	20.11.2018
P08 - Issued for information	GGV	LL	15.01.2020
P09 - Revised as noted	GGV	LL	17.01.2020
P10 - QA Design Freeze	AG	LL	07.02.2020
P11 - Request for Pre-Tender Review	GGV	PE	12.02.2020
P12 - For Tender	GGV	PE	17.04.2020

**Drawing Number** HP-PTA-A0-02-DR-A-2102  
**Revision** S4-P12

**Status** For Tender

**Project** Grahame Park

**Scale** 1 : 200 @ A1

**Issue Record**

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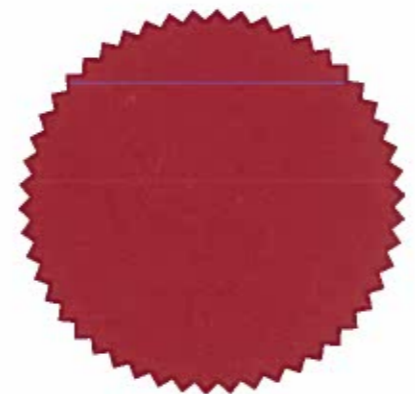
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**Drawing Notes**

**Drawing Key**

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- SFR 1B 2P
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- SFR 2B 4P



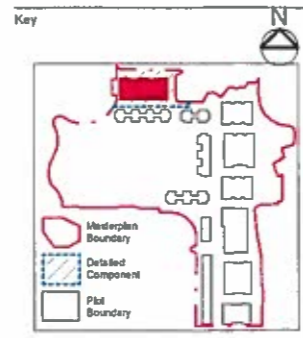
*[Handwritten signature]*

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**Title** PLOT A  
 GENERAL ARRANGEMENT PLAN  
 Floor 03

**Project** Grahame Park

**Scale** 1 : 200 @ A1

**Issue Record**

Rev	By	Chk	Date
P01	Issued for Design	GGV	LL 27.08.2019
P02	Revised at meeting	GGV	LL 27.11.2019
P10	Revised as noted	GGV	LL 17.01.2020
P11	GA Design Freeze	AG	LL 07.02.2020
P12	Approved for Pre-Tender Extracts	GGV	PR 13.02.2020
P13	For Tender	GGV	PR 17.04.2020

**Drawing Number** HP-PTA-A0-03-DR-A-2103  
**Revision** S4-P13

**Status** For Tender

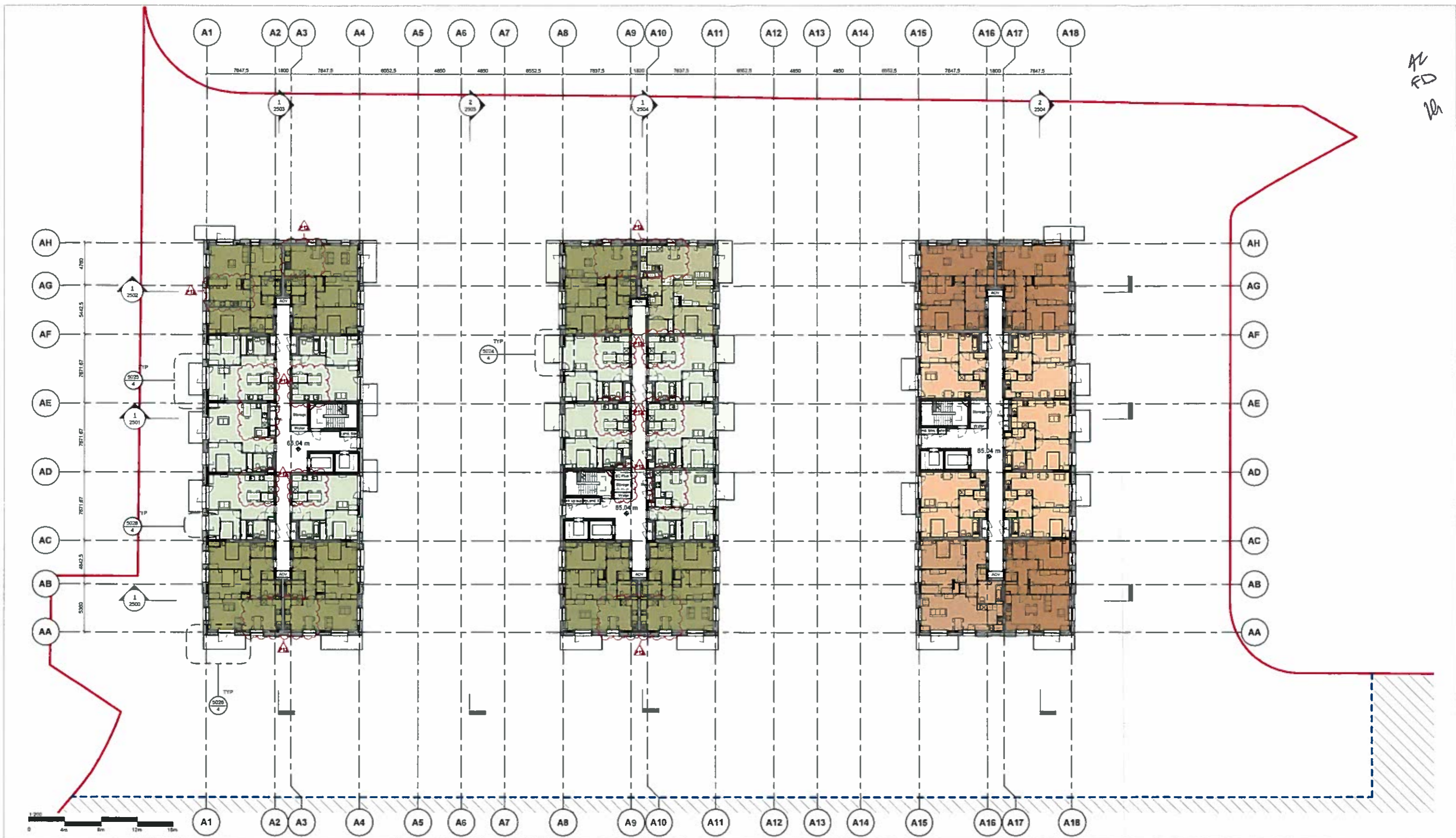
**Project** Grahame Park

**Scale** 1 : 200 @ A1

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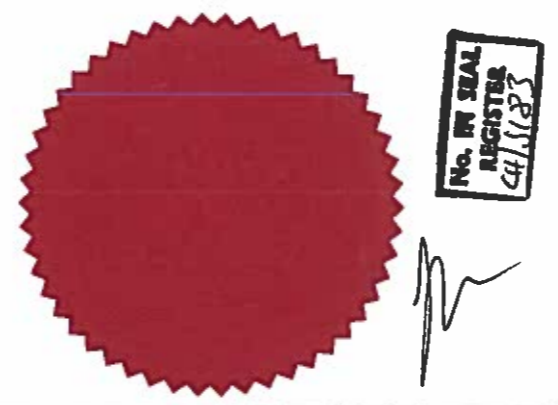
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**Drawing Notes**

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  - ISO 2B 4P
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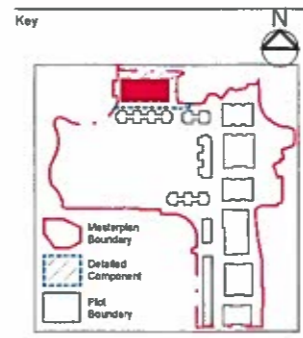


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**Title** PLOT A  
 GENERAL ARRANGEMENT PLAN  
 Floor 04

**Project** Grahame Park

**Scale** 1 : 200 @ A1

**Issue Record**

Issue	By	Chk	Date
P08 Revised as noted	GGV	LL	17.01.2020
P09 QA Design Freeze	AQ	LL	07.02.2020
P10 QA Design Freeze update	AQ	LL	10.02.2020
P11 Issued for Pre-Tender Estimate	GGV	PR	13.03.2020
P12 For Tender	GGV	PE	17.04.2020

**Drawing Number** HP-PTA-A0-04-DR-A-2104 **Revision** S4-P12

**Status** For Tender

**Project** Grahame Park

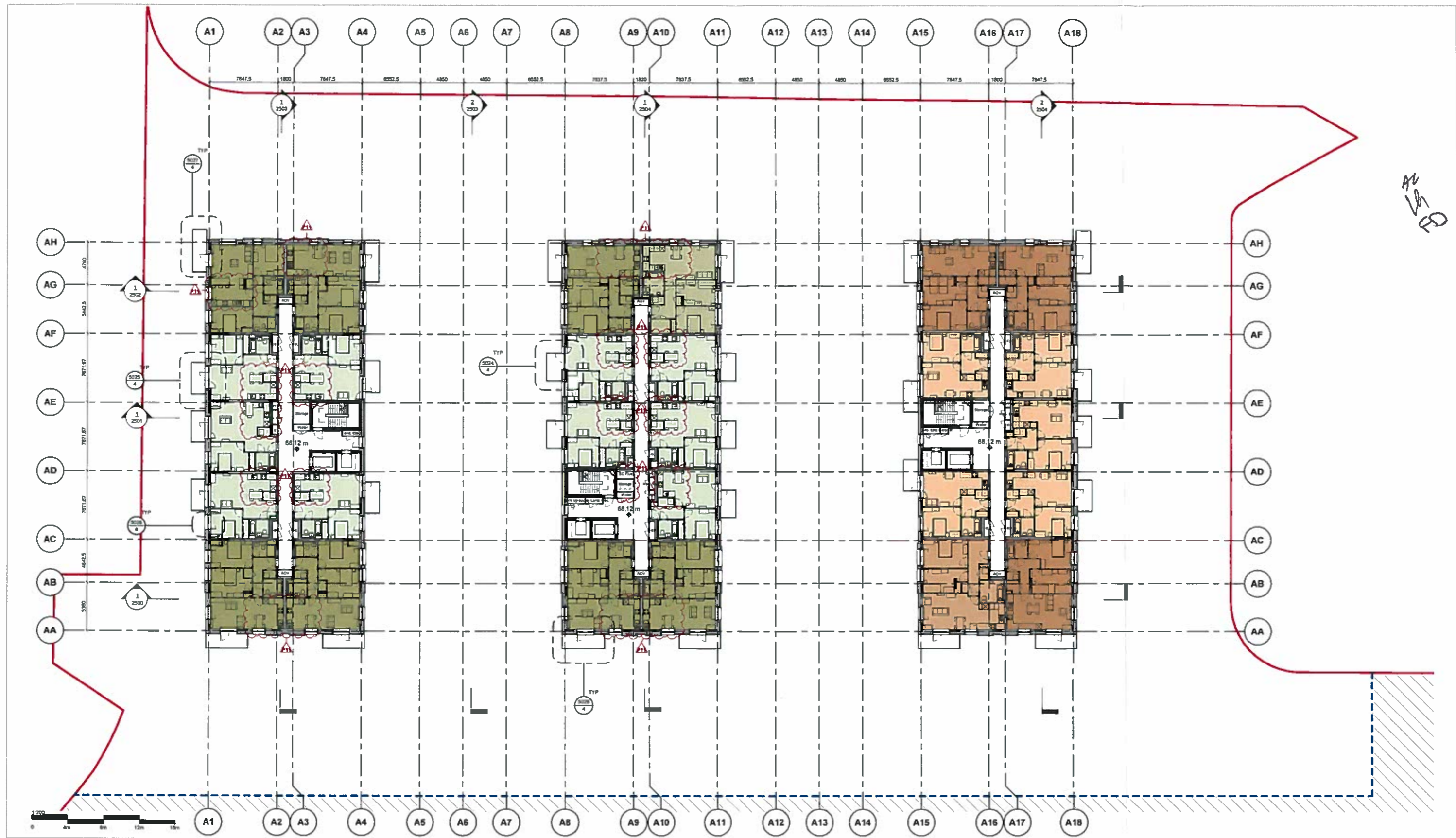
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**Issue Record**

Issue	By	Chk	Date
P08 Revised as noted	GGV	LL	17.01.2020
P09 QA Design Freeze	AQ	LL	07.02.2020
P10 QA Design Freeze update	AQ	LL	10.02.2020
P11 Issued for Pre-Tender Estimate	GGV	PR	13.03.2020
P12 For Tender	GGV	PE	17.04.2020

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**Drawing Notes**

**Drawing key**

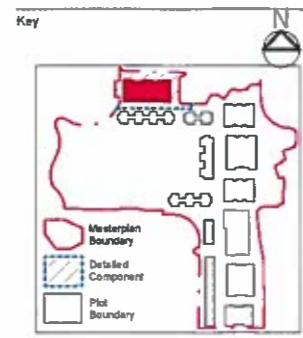
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- ISO 2B 3P
- ISO 2B 4P
- SFR 1B 2P
- SFR 2B 3P
- SFR 2B 4P



No. IN SEAL REGISTER 251174

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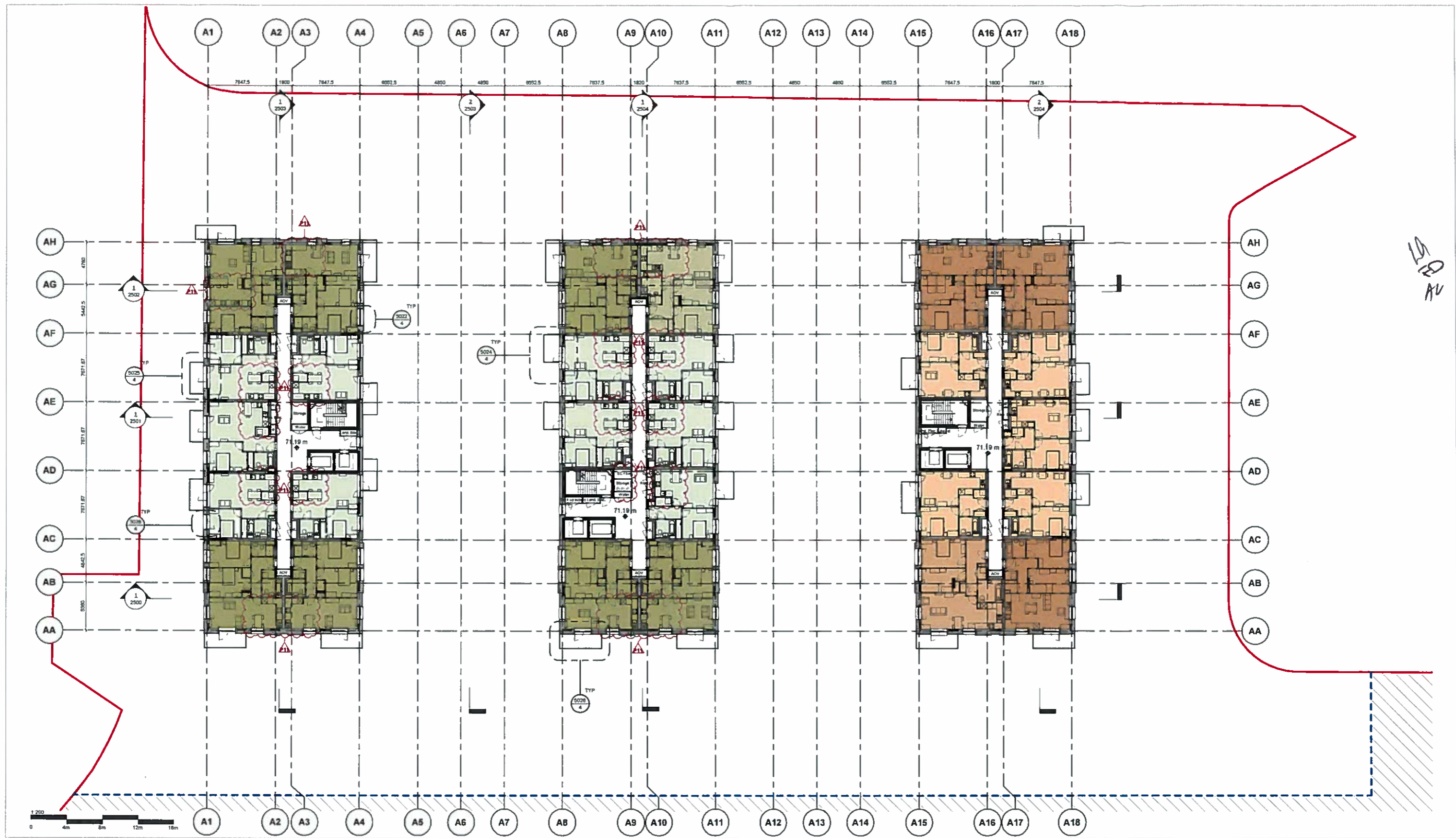
Client	Choices for Grahame Park Bruce Kenrick House Kibick Street London N1 9FL
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<b>Title</b> PLOT A GENERAL ARRANGEMENT PLAN Floor 05		
<b>Project</b> Grahame Park		
<b>Scale</b> 1 : 200 @ A1		
<b>Issue Record</b>	<b>By</b>	<b>Chk Date</b>
P17 - Revised as noted	GOV LL	17.01.2020
P18 - QA Design Freeze	AG LL	07.02.2020
P19 - QA Design Freeze update	AG LL	10.02.2020
P10 - Issued for Pre-Tender Estimate	GOV PE	13.03.2020
P11 - For Tender	GOV PE	17.04.2020

<b>Drawing Number</b>	HP-PTA-A0-05-DR-A-2105	<b>Revision</b>	S4-P11
<b>Status</b>	For Tender		
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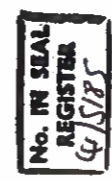
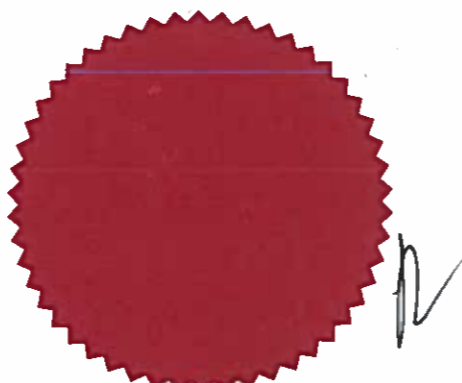
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**Drawing Notes**

**Drawing key**

ISO 1B 2P
ISO 2B 3P
ISO 2B 4P
SFR 1B 2P
SFR 2B 3P
SFR 2B 4P

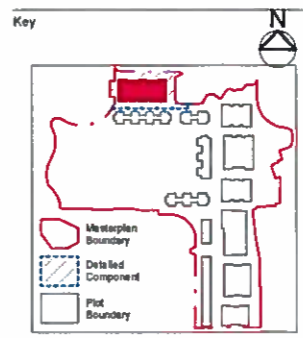


**Client** Choices for Grahame Park  
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**Title** PLOT A  
 GENERAL ARRANGEMENT PLAN  
 Floor 06

**Project** Grahame Park

**Scale** 1 : 200 @ A1

Issue Record	By	Chk	Date
REV - Revised as noted	GGV	LL	11.01.2020
POB - GA Design Freeze	AG	LL	07.02.2020
POB - GA Design Freeze Update	AG	LL	10.02.2020
P10 - Issued for Pre-Tender Estimate	GGV	PE	19.03.2020
P11 - For Tender	GGV	PE	17.04.2020

**Drawing Number** HP-PTA-A0-06-DR-A-2108  
**Revision** S4-P11

**Status** For Tender

**Project** Grahame Park

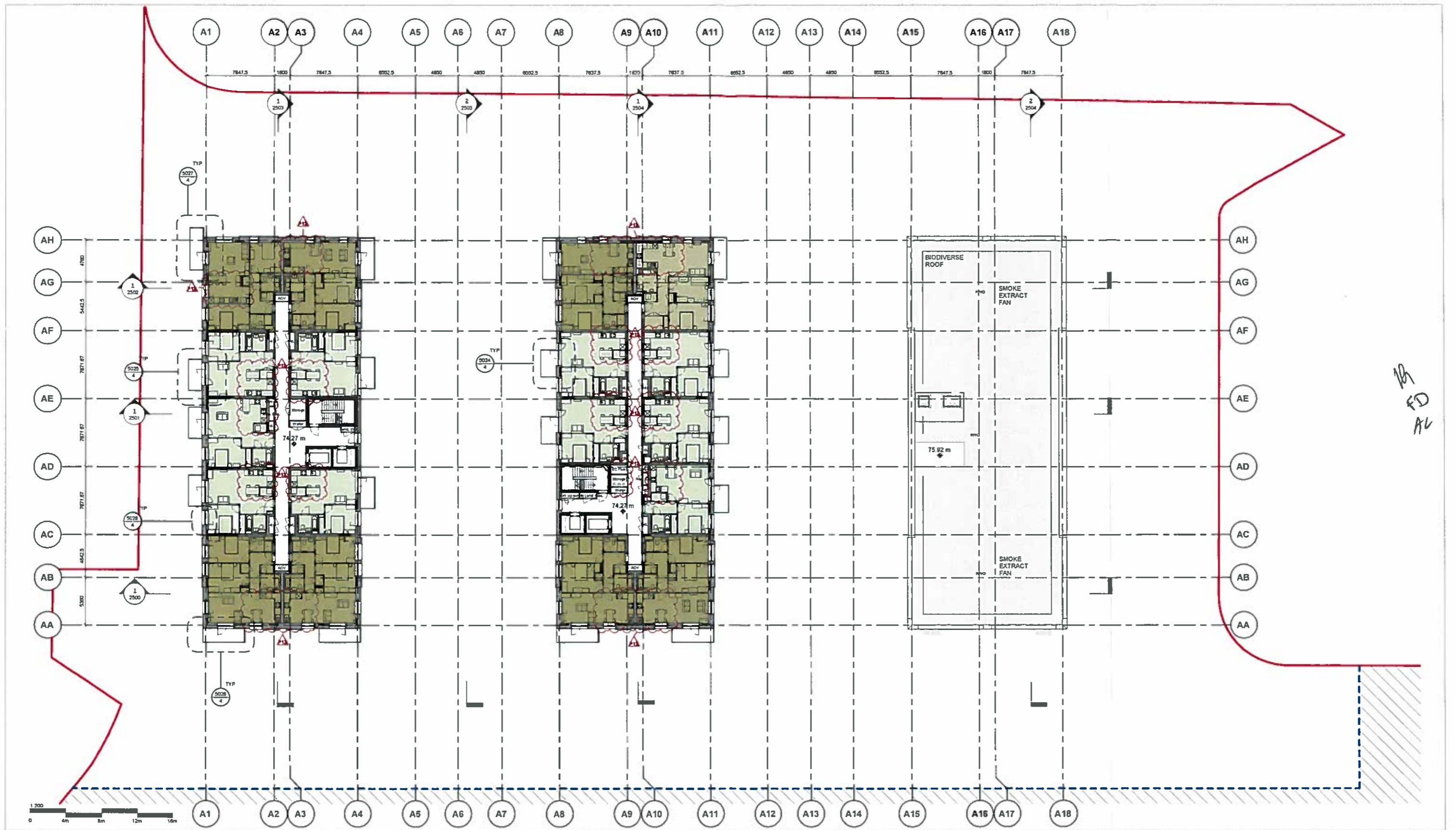
**Scale** 1 : 200 @ A1

**Issue Record**

Issue Record	By	Chk	Date
REV - Revised as noted	GGV	LL	11.01.2020
POB - GA Design Freeze	AG	LL	07.02.2020
POB - GA Design Freeze Update	AG	LL	10.02.2020
P10 - Issued for Pre-Tender Estimate	GGV	PE	19.03.2020
P11 - For Tender	GGV	PE	17.04.2020

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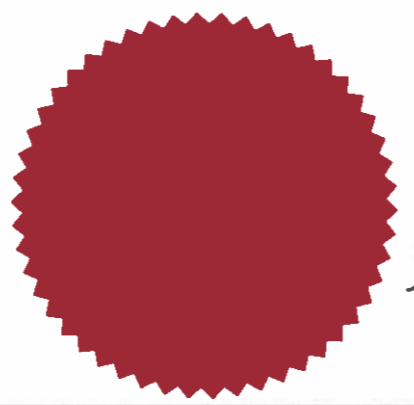
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**Drawing Notes**

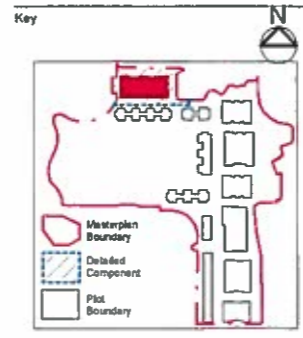
**Drawing Key**

- ISO 1B 2P
- ISO 2B 3P
- ISO 2B 4P



No. IN SEAL REGISTERED 4/1/2020

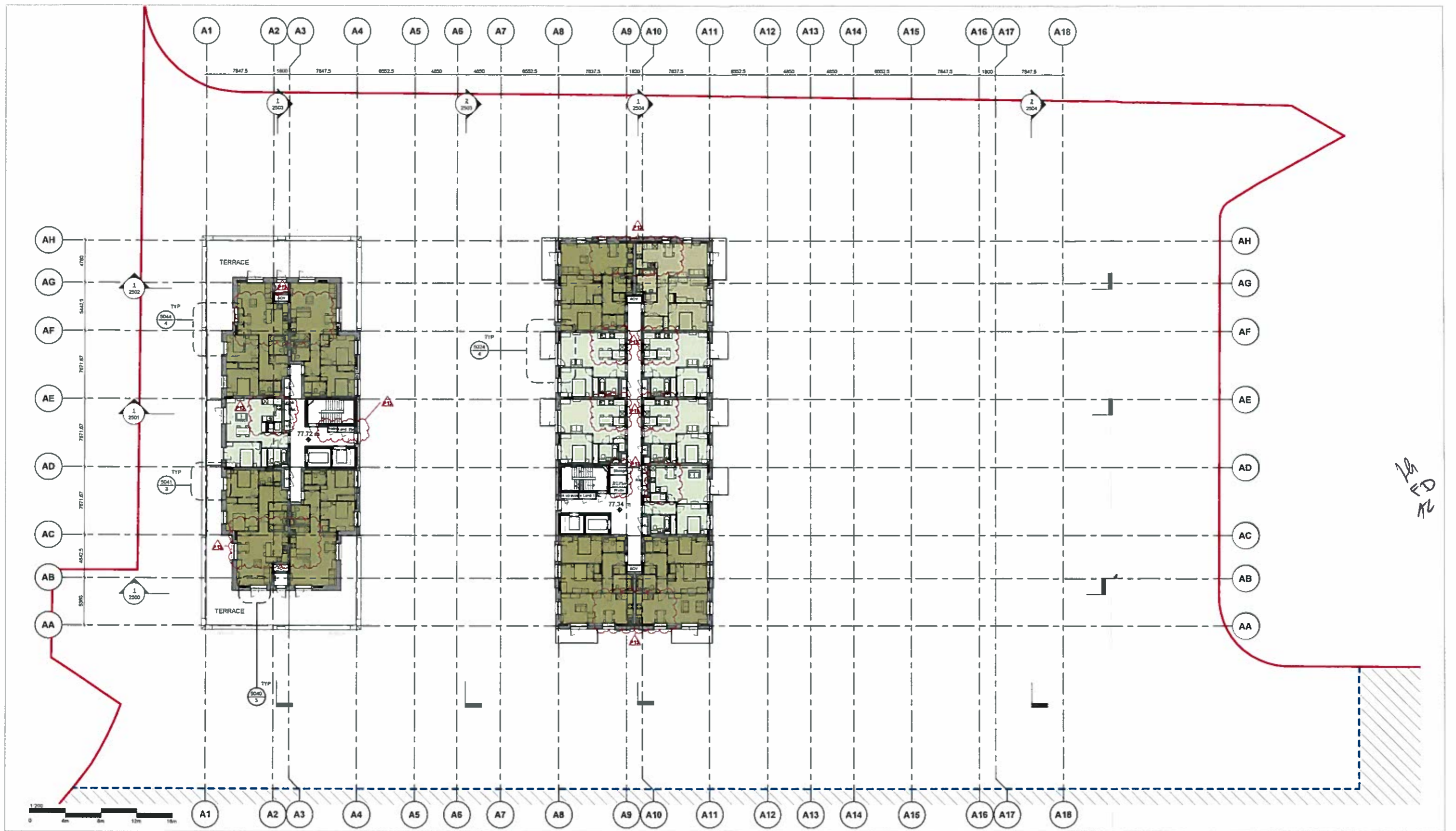
<b>Client</b>	Choices for Grahame Park Bruce Kenrick House Killick Street London N1 9FL
<b>Architect</b>	Patel Taylor 48 Rawlstone Street London EC1V 7ND +44(0)20 7278 2323
<b>Structural Engineer</b>	Cursons 40 Compton Street London EC1V 0AP +44(0)20 7324 2240
<b>MEP</b>	Max Fordham 42-43 Gloucester Crescent London NW1 7PE +44(0)20 7267 5161



<b>Title</b>	PLOT A GENERAL ARRANGEMENT PLAN Floor 07	
<b>Project</b>	Grahame Park	
<b>Scale</b>	1 : 200 @ A1	
<b>Issue Record</b>	By	Chk Date
P08 Issued for Design Freeze	GOV LL	31.08.2019
P07 Design Freeze Update	GOV LL	07.08.2019
P08 Issued for Daylight Boundary	GOV LL	27.08.2019
P09 Revised as noted	GOV LL	17.01.2020
P10 QA Design Freeze	AO LL	07.02.2020
P11 Issued for Pre-Tender Estimate	GOV PE	13.02.2020
P12 For Tender	GOV PE	17.04.2020

<b>Drawing Number</b>	HP-PTA-A0-07-DR-A-2107	<b>Revision</b>	S4-P12
<b>Status</b>	For Tender		
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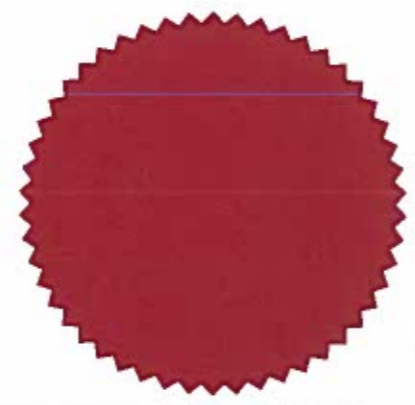


5/18/22

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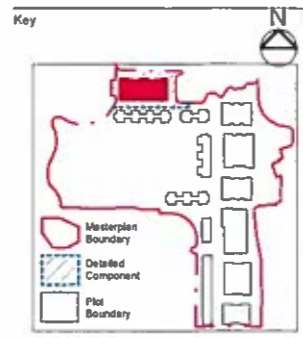
**Drawing Notes**

- Drawing key**
- ISO 1B 2P
  - ISO 2B 3P
  - ISO 2B 4P



No. IN SEAL REGISTER 5/18/22

Client	Choices for Grahame Park Bruce Kerick House Kilck Street London N1 9FL
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Structural Engineer	Curbs 40 Compton Street London EC1V 6AP +44(0)20 7324 2240
MEP	Max Fordham 42-43 Gloucester Crescent London NW1 7PE +44(0)20 7267 5161



**Title**  
 PLOT A  
 GENERAL ARRANGEMENT PLAN  
 Floor 08

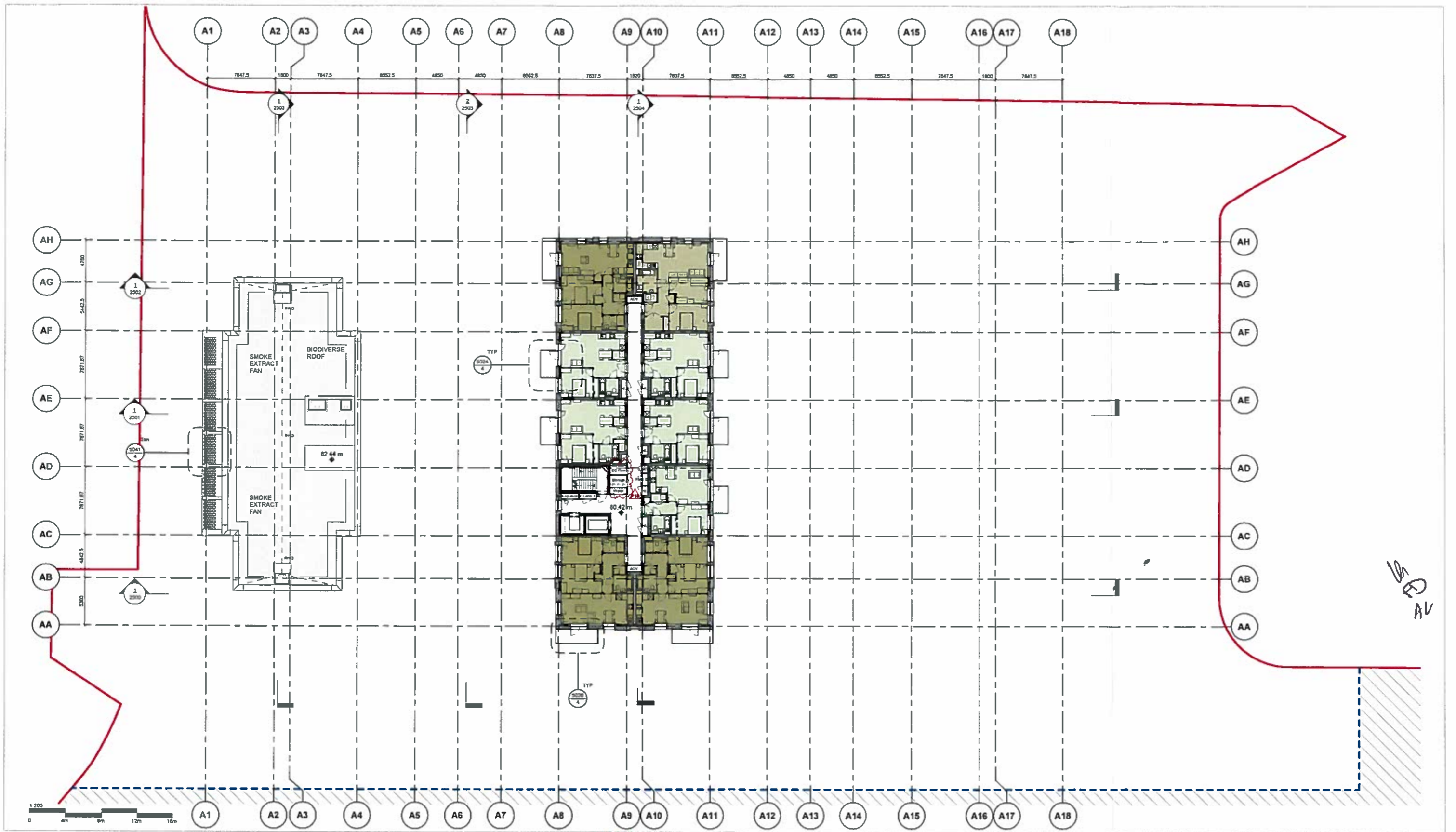
**Project**  
 Grahame Park

**Scale**  
 1 : 200 @ A1

Issue Record	By	Chk	Date
P07 - Design Freeze Update	GGV	LL	07.09.2019
P08 - Issued for Design Review	GGV	LL	27.08.2019
P09 - Issued for Information	GGV	LL	15.01.2020
P10 - Reviewed as noted	GGV	LL	17.01.2020
P11 - GA Design Freeze	GGV	LL	07.02.2020
P12 - Issued by Pre-Tender Estimate	GGV	PE	15.03.2020
P13 - For Tender	GGV	PE	17.04.2020

<b>Drawing Number</b>	HP-PTA-A0-08-DR-A-2108	<b>Revision</b>	S4-P13
<b>Status</b>	For Tender		
<b>Project</b>	Grahame Park		
<b>Scale</b>	1 : 200 @ A1		
<b>Issue Record</b>	See table above		
<b>Client</b>	Choices for Grahame Park		
<b>Architect</b>	Patel Taylor		
<b>Structural Engineer</b>	Curbs		
<b>MEP</b>	Max Fordham		

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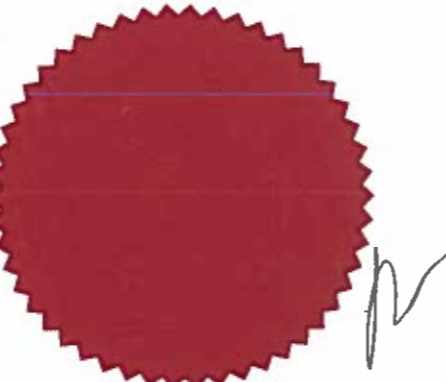
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**Drawing Notes**

**Drawing key**

- ISO 1B 2P
- ISO 2B 3P
- ISO 2B 4P

No. IN SEAL  
ALLEGES  
4/15/22



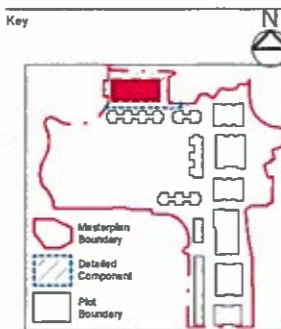
**Client** Choices for Grahame Park  
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**Key**



**Title**  
PLOT A  
GENERAL ARRANGEMENT PLAN  
Floor 09

**Project**  
Grahame Park

**Scale**  
1 : 200 @ A1

Issue Record	By	Chk	Date
PO4 - Request for Design Freeze	GGV	LL	31.05.2019
PO5 - Design Freeze Update	GGV	LL	07.06.2019
PO6 - Issued for Daylight Sunlight	GGV	LL	27.08.2019
PO7 - Reviewed as noted	GGV	LL	17.01.2020
PO8 - CA Design Freeze	AG	LL	07.02.2020
PO9 - Issued for Pre-Tender Estimate	GGV	PE	13.03.2020
PI0 - For Tender	GGV	PE	17.04.2020

**Drawing Number** HP-PTA-A0-09-DR-A-2109  
**Revision** S4-P10

**Status**  
For Tender

**Project**  
Grahame Park

**Scale**  
1 : 200 @ A1

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**NOW THIS DEED WITNESSES as follows:-**

**1. INTERPRETATION**

1.1 Save as otherwise defined below, the words and expressions used in this Deed shall have the meanings assigned to them in the Principal Section 106 Agreement:

**“Principal Section 106 Agreement”** means the agreement dated [ ] made between the Council and Choices under section 106 of the Town and Country Planning Act 1990 and other enabling powers and such other variations to that agreement as may be agreed by the parties

**“Plot [ ]”** means the land bound by the obligations in this Deed details of which are set out in Schedule 1 to this Deed and which is shown for the purposes of illustration only edged red on the plan annexed at Appendix 1

**2. OPERATION OF THIS DEED OF CONFIRMATION**

2.1 This Deed and the obligations contained in it are:-

2.1.1 planning obligations made pursuant to section 106 of the Town and Country Planning Act 1990 and other enabling powers referred to in the Principal Section 106 Agreement;

2.1.2 executed by Choices so as to bind its interest in Plot [ ] to the obligations, covenants, agreements and other provisions referred to in the Principal Section 106 Agreement (in so far as relevant and applicable to Plot [ ]); and

2.1.3 enforceable by the Council in accordance with the Principal Section 106 Agreement against Choices and their successors in title to the Site.

**3. THE COVENANTOR'S COVENANTS**

3.1 Choices hereby covenants agrees declares and undertakes that their estate and interests in Plot [ ] shall be bound by the terms covenants and obligations contained in the Principal Section 106 Agreement as if such interests were acquired prior to the date the Principal Section 106 Agreement was executed by the parties

**4. MISCELLANEOUS PROVISIONS**

4.1 This Deed shall be registered as a local land charge.

4.2 Choices shall on completion of this Deed pay the Council's reasonable and proper legal costs and disbursements incurred in preparing and completing this Deed.

4.3 A person who is not a party to this Deed will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

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

4.5 This Deed shall immediately cease to have effect if and to the extent that the Principal Section 106 Agreement ceases to have effect.

**IN WITNESS** of which this Deed has been executed as a deed and delivered on the date stated at the beginning of it.

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

Assurance Director:

Head of Governance:

**EXECUTED as a Deed by affixing )  
the Common Seal of )  
CHOICES FOR GRAHAME )  
PARK LIMITED )**  
in the presence of:

.....  
Authorised Signatory

Signature of Witness: .....

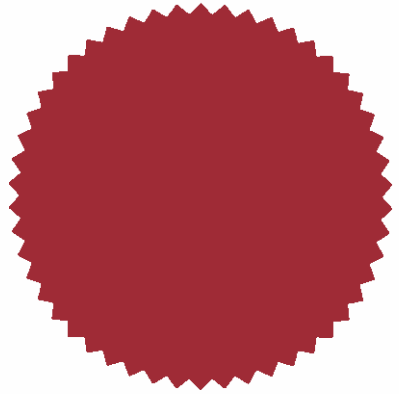
Full name: .....

Address: .....

Occupation: .....

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

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



~~Assurance Director~~  
Monitoring office

Head of Governance:  
*[Signature]*



EXECUTED as a Deed by affixing )  
the Common Seal of )  
CHOICES FOR GRAHAME )  
PARK LIMITED )  
in the presence of:



173

*[Signature]*  
.....  
Authorised Signatory

Signature of Witness: *[Signature]* .....

Full name: *FRAZER DAVY* .....

Address: *2 KILLICK STREET LONDON N1 9FL* .....

Occupation: *MANAGER* .....