

**The Mayor and Burgess of the London  
Borough of Barnet**

**and**

**New Granville LLP  
Deed of Planning Obligation**



Folder 29 / 1172 .

DATED

18th July

2016

AGENDA ITEM 1

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

and

**NEW GRANVILLE LLP**

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**DEED OF PLANNING OBLIGATION**

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

relating to the development of the land at Granville Road Estate Granville Road

Childs Hill London NW2 2LD

in the London Borough of Barnet

Application Number F/04474/14 15/01195/AREF

APP/N5090/W/15/3132049

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HB Public Law

Legal Practice for Barnet and Harrow Councils

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Civic Centre

Harrow, Middlesex

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Ref: DL/EBAC-PH006-023271

THIS DEED is made the <sup>18<sup>th</sup></sup> day of

July

2016

**BETWEEN:**

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London N11 1NP ("**the Council**")
- (2) **NEW GRANVILLE LLP** (Company Registration Number OC385110) whose registered office is at Teresa Gavin House, Woodford Avenue, Woodford Green Essex IG8 8FA ("**the Appellant**")

**RECITALS:-**

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Deed are enforceable
- (B) The Council is the proprietor of the freehold interest in the Land registered at HM Land Registry under title number MX359934 subject to a development agreement dated 19 December 2013 to transfer or lease the Land to the Appellant in order to deliver the Development objectives
- (C) On 14 August 2014 the Appellant made the Application to the Council for the Planning Permission to carry out the Development. The Application was refused by notice on 2 April 2015 and the Appellant has lodged an appeal against the refusal to grant full planning permission under reference APP/N5090/W/15/3132049 ("**the Appeal**") which is to be heard by the Planning Inspectorate under the Inquiry procedure on 28<sup>th</sup> June 2016.
- (D) The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed in the event that the Appellant's Appeal is upheld.
- (E) The Parties are satisfied that in the event that the Appeal is upheld that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the



Development and are fairly and reasonably related in scale and kind to the Development.

- (F) The Parties have therefore agreed to enter into this Deed to secure the planning obligations in this Deed with the intention that the same should be binding not only upon the Parties but also upon their successors in title and any persons claiming title through under or in trust for them unless as otherwise specified in this Deed in the event that the Appeal is upheld

**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:-

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

**“Accommodation Schedule A”** means the schedule dated 26 November 2014 prepared by Levitt Bernstein and submitted as part of the Application and appended to this Deed at Schedule 4

**“Accommodation Schedule B”** means the schedule dated 15 June 2016 prepared by Levitt Bernstein appended to this Deed at Schedule 4

**“Application”** means the application for planning permission to carry out the Development on the Land validated by the Council on 10 September 2014 and given the reference F/04474/14

**“Affordable Housing”** means housing designed to meet the needs of eligible households whose incomes are not

sufficient to allow them to access decent and appropriate housing on the open market and which is to be made permanently available to persons in Housing Need nominated by the Council

**“Additional Affordable Housing Amount”**

the amount (if any) shown in a Financial Appraisal which (in accordance with the procedure set out in paragraph 8 of Schedule 3 to this Deed) has either been:-

(a) approved by the Council following receipt of the report of the Independent Expert; or

(b) determined by the Determining Surveyor

as being equivalent to 80% of the percentage return which is available in excess of the Developer Margin Percentage

**“Affordable Housing Contribution”**

the Additional Affordable Housing Amount (if any) payable by the Appellant to the Council for the provision by the Council of Affordable Housing outside of the Development but within the London Borough of Barnet

**“Affordable Housing**

**Grant”**

means any financial assistance offered by the GLA towards the costs of providing the Affordable Housing Units

**‘Affordable Housing Units’**

means the forty six (46) Residential Units (comprising 2 x 2-bed x 4 person houses (wheelchair accessible) 2 x 3-bed x 4 person houses (wheelchair accessible) 6 x 3-bed x 5 person houses; 15 x 1-bed x 2 person flats; 2 x 1-bed x 2 person flats (wheelchair accessible) 4 x 2-bed x 3 person apartments (wheelchair accessible); 1 x 2-bed x 3 person flats and 14 x 2-bed x 4 person flats) to be constructed on the Land as Affordable Housing as part of the Development which shall be more particularly detailed in the Approved Affordable Housing Schedule, which are to be occupied by persons in accordance with paragraph 4.1 of Schedule 3 to this Deed and "**Affordable Housing Unit**" shall be construed accordingly

**“Affordable Housing Schedule”**

means either Accommodation Schedule A (comprising 46 Shared Ownership Units) or Accommodation Schedule B (comprising 30 Shared Ownership Units and 16 Affordable

Rent Units) as directed in Appeal decision APP/N5090/W/15/3132049 in the event that the Planning Inspectorate grants Planning Permission for the Development

**“Affordable Rent”**

means rents that are charged in accordance with government guidance on affordable rents (not more than 80% of local market rent including service charges) and the Council’s Housing Strategy

**“Affordable Rented Units”**

means the sixteen (16) Residential Units forming part of the Affordable Housing Units which are to be let by the Registered Provider (or the Council) at Affordable Rent and **“Affordable Rented Unit”** shall be construed accordingly

**“Apprenticeship”**

means a work based training programme aimed at different levels, 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

**“Approved Affordable**

means the Affordable Housing Schedule for

**Housing Schedule”**

the Development approved by the Planning Inspectorate should it be minded to grant permission under the Appeal application APP/N5090/W/15/3132049

**“ATTrBuTE”**

means an online travel plan assessment tool for London available at [www.attribute.org.uk](http://www.attribute.org.uk)

**“Car Club”**

means a club operated by a company that is accredited by Carplus Trust (company number 04428914 and charity commission number 1093980) or its successor or an equivalent accredited organisation which supports car clubs and/or ride-sharing schemes in the United Kingdom which residents of the Development and members of the public may join and which makes cars available to hire to members either on a commercial or part-subsidised basis

**“Childs Hill Park Improvements Contribution”**

means the total sum of TWO HUNDRED AND TEN THOUSAND POUNDS (£210,000) Index-Linked as a contribution towards improvements to Childs Hill Park and its facilities

**“Commencement of Development”**

means commencement of the Development by the undertaking of a material operation as defined by Section 56(4) of the 1990 Act PROVIDED ALWAYS THAT:

- (a) construction of temporary boundary fencing or hoardings;
- (b) temporary diversion of highways;
- (c) noise attenuation works;
- (d) temporary display of advertisements



- (e) demolition of existing buildings and structures;
- (f) works relating to site clearance;
- (g) intrusive site surveys;
- (h) works relating to site set-up; and
- (i) works relating to remediation of the site

shall not be taken to be a material operation for the purposes of this Deed (PROVIDED THAT, for the avoidance of doubt, if works that are a material operation as defined by Section 56(4) of the 1990 Act, but not listed at (a) – (i) above, are undertaken, then Commencement of Development will be deemed to have occurred, notwithstanding that works in the nature of (a) – (i) above are ongoing, or taking place subsequent to said material operation

and **“Commence Development”**, **“Commencement”** **“Commenced”** and **“Commences”** shall be construed accordingly

**“Contractor”**

means Mullaley & Co Limited (company registration number 01534913) whose registered office address is Teresa Gavin House Woodford Avenue Woodford Green Essex IG8 8FA

**“CPZ Contribution 1”**

means the total sum of NINETEEN THOUSAND SIX HUNDRED AND EIGHTY EIGHT POUNDS (£19,688) Index-Linked to

fund a review of the existing Golders Green CPZ and Cricklewood Controlled Parking Zone schemes in the vicinity of the Development (“the Review”)

**“CPZ Contribution 2”**

means the total sum of FIFTY FIVE THOUSAND THREE HUNDRED AND SIXTY SIX POUNDS (£55,366) Index-Linked to fund implementation of the Review outcomes and any amendments to any existing traffic management order for the existing Golders Green or Cricklewood Controlled Parking Zone area schemes, subject to paragraph 10.7 of Schedule 3.

**“Cycle Voucher”**

means a voucher entitling the holder to use the value of the voucher towards the purchase of a bicycle from a participating store

**“Deed”**

means this agreement

**“Development”**

means the demolition of Beech Court, garages and other ancillary buildings and the erection of new buildings (including an extension to Nant Court) between two and six storeys in height (with additional basement levels in places) to provide 132 new dwellings in total (all use class C3), comprising 74 flats and 58 houses, together with associated reconfiguration of the site access arrangements and alterations to parking, landscaping, refuse, recycling and

	other storage facilities and the provision of new play and communal amenity space, as described in the Application
<b>“Developer Margin Percentage”</b>	the agreed return to a developer required to achieve a viable Development which shall be as set out in the Financial Appraisal
<b>“Employment and Training Contribution”</b>	means the sum of ten thousand pounds (£10,000) Index-Linked per Apprenticeship not recruited to or commenced in accordance with paragraph 11.1 of Schedule 3
<b>“Environment and Public Realm Improvements Contribution”</b>	means the total sum of TWO HUNDRED THOUSAND POUNDS (£200,000) Index-Linked as a contribution towards pedestrian environment and public realm improvements identified within the submitted PERs Audit in the vicinity of the Land including upgrades to crossing facilities
<b>“Expert”</b>	an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 9 to determine a dispute
<b>“Financial Appraisal”</b>	a financial appraisal for the Development submitted by the Appellant using the Argus Developer analysis software (or such other appraisal model toolkit or software as agreed



between the parties)

**“GLA”**

means the Greater London Authority

**“Homes and  
Communities Agency”**

means the housing and regeneration agency  
for England (or any successor body that  
replaces it)

**“Highway Agreement”**

means an agreement or agreements entered  
into pursuant to s278 of the Highways Act  
1980

**“Highway Works – Phase  
1”**

means works to the public highway at  
Mortimer Close (at the point of entry to the  
Development) Llanelly Road (at the point of  
entry to the Development) and works to any  
existing pedestrian links

**“Highway Works – Phase  
2”**

means works to the public highway at Nant  
Road (at the point of entry to the Development  
and at its junction with Granville Road) and  
works to any existing pedestrian links

**“Highway Works Plan”**

means a statement and plans providing full  
details of the Highway Works – Phase 1 and  
Highway Works - Phase 2 proposed in the  
public realm and any adjoining land at the  
boundary of the Land to facilitate the  
Development and any off-site highways  
pedestrian and cycle improvement works  
pursuant to the Planning Permission and  
“Highway Works” shall be construed  
accordingly

**“Housing Need”**

means:

(a) in relation to the Affordable Rented Units the requirement by a person for social housing allocation because the person is homeless or the dwelling the person lives in is overcrowded or under-occupied or in need of renovation or is unfit for human habitation or for any other such reason as the Council deems constitute circumstances in which it is unreasonable for that person to continue occupying such dwelling; and

(b) in relation to the Shared Ownership Units the requirement by a person to be granted a Shared Ownership Lease because the person’s 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

**“Index”**

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

**“Index-Linked”**

means the product (if any) of the amount of the contributions or sum payable under this Deed (as applicable) multiplied by A and divided by B where:-

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

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

**“Interest”**

means interest at four percent (4%) above the base lending rate of the Co-operative Bank Plc or such other bank as the Council uses from time to time

**“Intermediate Income”**

means a range of gross annual incomes (including benefits) of less than ninety thousand pounds (£90,000) PROVIDED ALWAYS that all references to maximum gross household income levels contained in this definition shall be subject to adjustment by application of the changes in household income levels (or the criteria for determining such income levels) set out in any one or more of the following:

(a) the London Plan as reviewed or amended from time to time;

(b) the Council's Supplementary Planning Document which is relevant to Affordable Housing;

(c) any other updated affordability criteria which is published by the Mayor of London and which applies to intermediate housing

(including Shared Ownership); and

(d) any update to the Council's intermediate housing policy (including Shared Ownership)

**“the Land”**

means the parts of the land described in the Appeal within which the Development is to take place and against which the obligations in this Deed may be enforced the freehold to which is registered at HM Land Registry under title number MX359934 (Granville Road Estate) and shown for the purpose of identification only within the land edged red on the Plan

**“Level 2 Apprenticeship”**

means a level 2 apprenticeship as defined in the National Apprenticeship Framework (or any subsequent scheme which replaces the same)

**“London Housing Design Guide”**

means the most up to date version of the guide approved and published by the Mayor of London or any subsequent replacement guide

**"Monitoring Contribution"**

means the sum of ONE THOUSAND FIVE HUNDRED AND THIRTY POUNDS (£1,530) Index-Linked being a contribution towards the Council's costs of monitoring the planning obligations in this Deed

**“National Apprenticeship**

<b>Service”</b>	means the official national government body which supports funds and co-ordinates the delivery of Apprenticeships in England
<b>“National Apprenticeship Framework”</b>	<p>means a set of requirements for an Apprenticeship programme used by training providers, colleges and employers to ensure that all Apprenticeship programmes are delivered consistently and to national standards including (but not limited to) a range of qualifications incorporating the following main strands:</p> <ul style="list-style-type: none"> <li>(i) A competence based element</li> <li>(ii) A technical element</li> <li>(iii) A skills element and</li> <li>(iv) Any additional qualifications as may be required to give the most relevant skills and knowledge required for the job</li> </ul>
<b>“North London Sub Region”</b>	means the region comprising the London Boroughs of Barnet Brent Camden Enfield Haringey and Westminster
<b>‘Occupation’</b>	<p>means occupation of any of the 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 <b>“Occupy”</b> and <b>“Occupied”</b> shall be construed accordingly</p>



<b>“Open Market Housing Units”</b>	means the EIGHTY SIX (86) Residential Units forming part of the Development which are to be sold on the open market and which are not Affordable Housing Units
<b>“Parties”</b>	means the Council and the Appellant and <b>“Party”</b> shall be construed accordingly as the context requires
<b>“Phase 1 Residential Scheme”</b>	as described in Plan 2928 PH 001 attached to this Deed
<b>“Phase 2 Residential Scheme”</b>	as described in Plan 2928 PH 002 attached to this Deed
<b>“Plan”</b>	means the plan attached to this Deed at Schedule 1
<b>“Planning Permission”</b>	means a planning permission for the Development that may be granted by the Planning Inspectorate pursuant to the Appeal
<b>“Practical Completion”</b>	means issue of a certificate by the Appellant’s agent under a building contract in respect of the Development and made between the Appellant and the Contractor, certifying that the Development or the relevant part of the Development is for all practical purposes sufficiently complete to be put into use and <b>“Practically Completed”</b> shall be construed accordingly
<b>‘Registered Provider’</b>	means One Housing Group Limited (a co-

operative and community benefit society registered under number 20453R) whose registered office address is 100 Chalk Farm Road Chalk Farm London NW1 8EH a registered provider of social housing within the meaning of the Housing and Regeneration Act 2008 or such other registered provider as nominated by the Council or any such provider of social housing nominated by the Appellant and approved by the Council

**“Residential Travel Plan”** means a full travel plan relating to the Residential Units which:-

- (a) Meets the requirements of Transport for London (TfL) Travel Plan guidance updated in 2013 and shown on the Transport for London website;
- (b) Is ATTrBuTE, TRICS and SAM compliant;
- (c) And fulfils the criteria set out in paragraph 12 of Schedule 3 to this Deed

**“Residential Travel Plan Champion”**

means a suitably qualified person appointed by the Appellant who shall be responsible for implementing monitoring progress reporting and reviewing the Residential Travel Plan and/or Travel Plan Review in order to ensure that the Residential Travel Plan achieves its objectives and targets

**“Residential Travel Plan** means any two (2) of the following

**Incentives”**

incentives to be made available to the first residents of each Residential Unit within the Development in accordance with paragraph 12.4.1 of Schedule 3 to this Deed: -

(a) Membership of a Car Club and/or car club vehicle hire to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) Index-Linked; and/or

(b) Pre-loaded credit to the value of ONE HUNDRED AND FIFTY POUNDS (150.00) Index-Linked on an Oyster Card; and/or

(c) Cycle Voucher to the value of ONE HUNDRED AND FIFTY POUNDS (£150.00) Index-Linked

PROVIDED ALWAYS that the total value of the incentives available to each Residential Unit shall not exceed THREE HUNDRED POUNDS (£300.00) Index-Linked

**“Residential Travel Plan Incentives Fund”**

means the sum of THIRTY NINE THOUSAND SIX HUNDRED POUNDS (£39,600) Index-Linked to be used by the Appellant towards the funding of the Residential Travel Plan Incentives up to a value of THREE HUNDRED POUNDS (£300.00) Index-Linked per Residential Unit

**“Residential Units”**

means the Open Market Housing Units and the Affordable Housing Units

**“Review”**

means the review of the existing Golders



Green and Cricklewood Controlled Parking Zone schemes in the vicinity of the Development, as referred to in the definition of "CPZ Contribution 1" in this Deed

**"SAM"** means the TRICS system of monitoring and assessing the effectiveness of travel plans.

**"Shared Ownership"** means a form of Affordable Housing whereby a person granted a Shared Ownership Lease can purchase an initial equity share in a Shared Ownership Unit of not less than 25% and not more than 75% and pay rent on the unsold equity with flexibility for such a person to purchase further equity shares in the Shared Ownership Unit up to 100%

**"Shared Ownership Lease"** means a lease which accords with the Homes and Communities Agency model form of lease issued from time to time

**'Shared Ownership Unit'** means an Affordable Housing Unit occupied under a Shared Ownership Lease and **"Shared Ownership Unit"** shall be construed accordingly

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

(a) relevant Barnet Council services working on the skills and enterprise and

welfare reform agendas;

(b) local schools;

(c) further education colleges;

(d) Middlesex University;

(e) job centres;

(f) work programme providers;

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

**“Statutory Undertaker”**

means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted Development) Order 1995

**“Transport for London”**

means Transport for London or its successor body

**“Travel Plan Monitoring Contribution”**

means the sum of FIFTEEN THOUSAND POUNDS (£15,000) Index-Linked towards the Council's costs of monitoring the implementation and progress of the Residential Travel Plan and/or Travel Plan Review required to be submitted pursuant to the relevant Planning Conditions and payable in accordance with this Deed

**“Travel Plan Review”**

means a review of the provisions of the Residential Travel Plan to ascertain whether the travel plan is meeting its stated objectives and targets including a summary

of the implemented measures, any revised objectives targets and action plans required to give effect to the objectives and targets of the Residential Travel Plan

**“Travel Plan Welcome Pack”**

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

**“Travel Voucher”**

means a voucher to be made available to the first residents of each Residential Unit in accordance with paragraph 12.4.1 of Schedule 3 and used by the recipient to obtain any two (2) of the Residential Travel Plan Incentives of their choosing

**“TRICS”**

means the National Standard for Trip generation Analysis details of which are available at <http://www.trics.org/>

**“Working Day”** means any day excluding Saturdays, Sundays and any bank holidays in England and **“Working Days”** shall be construed accordingly

1.2 In this Deed:-

- 1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force
- 1.2.2 The headings in this Deed are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Deed
- 1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Deed
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa
- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner
- 1.2.6 Words denoting an obligation on a Party to do any act matter or thing include an obligation to procure that it be done and words placing a Party under a restriction include an obligation not to allow cause permit or suffer any infringement of the restriction
- 1.2.7 Covenants made in this Deed if made by more than one person are made jointly and severally unless otherwise expressly stated



1.2.8 Reference to any Party to this Deed shall include the successors in title to that Party and in the case of the Council shall include the Council acting in its statutory capacity as local planning authority (unless otherwise expressly stated in this Deed) and its successor to its respective statutory functions and the Council as freehold owner of the Land.

## **2 STATUTORY AUTHORITY AND ENFORCEABILITY**

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

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into by the Council pursuant to the powers contained in Section 111 of the Local Government Act 1972, Section 16 Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and Section 278 Highways Act 1980.

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

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

3.1.1 the grant of permission under the Appeal application APP/N5090/W/15/3132049; and

3.1.2 the Commencement of Development

save for the provisions of clause 4.2 (Fees) which shall come into effect on completion of this Deed clause 9 (Dispute) clause 14 (Notices) and paragraphs 1.1 and 12.5.1 of Schedule 3 which shall come into effect on the grant of permission under the Appeal application APP/N5090/W/15/3132049.

## **4 THE APPELLANT'S COVENANTS AND OBLIGATIONS**

- 4.1 The Appellant covenants with the Council to perform the obligations specified in Schedule 3
- 4.2 The Appellant covenants to pay on or before completion of this Deed the Council's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed

## 5 **EXCLUSIONS**

- 5.1 This Deed shall not bind or be enforceable against the following:-
  - 5.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;
  - 5.1.2 any occupier or tenant of an Affordable 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
  - 5.1.3 any lessee of a Shared Ownership Unit who has acquired 100% of the shares in the unit;
  - 5.1.4 the individual owners or occupiers of the Open Market Housing Units;
  - 5.1.5 any mortgagee or chargee of a Registered Provider who has the benefit of a legal mortgage or charge secured against all or any of the Affordable Housing Units (including a body providing loan facilities) or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or the successors in title to such mortgagee chargee receiver or manager PROVIDED ALWAYS THAT such mortgagee or chargee or any receiver appointed by such mortgagee or chargee shall first have notified the Council that it wishes to exercise its statutory power of sale and within three months of such notification the mortgagee or chargee or receiver having used reasonable endeavours shall have been unable to complete a sale of the relevant Affordable Housing Units to another Registered Provider on terms that the mortgagee or chargee or receiver shall recover the total sum outstanding under its charge or mortgage

5.1.6 any mortgagees of and successors in title to the persons categorised in clauses 5.1.2 to 5.1.4; and

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

## **6 DETERMINATION OF THE PLANNING PERMISSION**

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

6.1.1 the Appeal application under reference APP/N5090/W/15/3132049 is refused; or

6.1.2 if permission granted under the Appeal application APP/N5090/W/15/3132049 is quashed revoked or otherwise withdrawn; or

6.1.3 if the Council shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of any permission granted under the Appeal application;

6.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 6 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed

6.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of any permission granted under the Appeal application APP/N5090/W/15/3132049

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

7.1 It is hereby agreed and declared that any agreement approval consent confirmation comment or declaration or expressions of satisfaction required from any of the Parties under the terms of this Deed shall not be unreasonably withheld or delayed and shall be given in writing



7.2 The Council shall not be entitled to charge nor required to pay any costs in the giving of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction referred to in clause 7.1 from the Council to any other Party to this Deed, PROVIDED THAT this will not affect the Council's right to recover payment of its reasonable costs and charges in connection with certification in clause 13.

## **8 VERIFICATION AND ENFORCEMENT**

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

## **9 DISPUTE PROVISIONS**

9.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties

9.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 9.3.



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

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

9.5 The provisions of this clause 9 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction.

## **10 POWERS OF THE COUNCIL**

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

## **11 WAIVER**

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

## **12 SEVERABILITY**

12.1 Each clause sub-clause schedule or paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Planning Inspectorate or 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

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

12.3 Without prejudice to the generality of the foregoing, the obligations on the part of the Appellant in this Deed will only apply in so far as the Planning Inspectorate directs that they should do so, in the grant of permission under the Appeal application APP/N5090/W/15/3132049. If any obligation set out in this Deed is not so directed to be a condition of the grant of permission by the Planning Inspectorate, then the same is deemed to be discharged forthwith.

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

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

### **14 NOTICES**

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

14.1.1 in the case of the Council at the address for the Council given on page 2 of this Deed or any other address previously notified by the Council in writing;

14.1.2 in the case of the Appellant at the address for the Appellant given on page 2 of this Deed or any other address previously notified by the Appellant in writing

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

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

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

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

## **15 CHANGE OF OWNERSHIP**

15.1 The Council warrants that no person other than the Council and the Appellant has any legal or equitable interest in the freehold interest in the Land where the Development is to be situated.

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

## **16 INTEREST ON LATE PAYMENT**

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



**17 THIRD PARTY RIGHTS**

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

**18 REGISTRATION OF THIS DEED**

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

**19 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England and Wales.

**20 CONFIRMATORY DEED**

20.1 The Appellant covenants that upon acquiring a legal freehold or leasehold interest or estate in the Land that it shall enter into and deliver to the Council a confirmatory deed, in the form attached at Schedule 2 to this deed (“the **Confirmatory Deed**”), for that part of the Land as appropriate so as to bind and make such legal freehold or leasehold interest or estate acquired in the Land subject to the Appellant’s obligations contained in this Deed

20.2 Unless otherwise agreed in writing by the Council, the Appellant covenants not to Occupy or permit the Occupation of the Land until the Appellant has entered into and delivered to the Council a duly executed Confirmatory Deed (binding it to the obligations imposed on the Appellant under this Deed) for the Land

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

**SCHEDULE 1**

**Plan**

**Phase 1 Residential Scheme**

**Phase 2 Residential Scheme**



Plan



# Existing Site Location

1  
D\_001

1 : 1250

Drawing Scale 1:1250 @ A3

**standard notes**

1. Do not scale this drawing. Checked on site and any discrepancies verified with the architect.
2. Unless shown otherwise, all dimensions are to structural surfaces.

THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNSUITABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.

**drawing notes**

- revisions**
- 30/04/14 - P1 - Draft Masterplan Issue
  - 17/06/14 - P1 - Reissued for information
  - 26/06/14 - P1 - Planning Issue
  - 14/08/14 - P2 - Final planning issue
  - 14/11/14 - P3 - Minor Amendments

**client**

New Granville LLP

**drawing**

Existing Site Location

**checked**

SL

**drawn**

CG

**scale**

1 : 1250 @ A3

**date**

30/04/14

**revisions**

- Levitt Bernstein
- 1 Kingdland Passage
- London
- E8 2BB
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- f: 020 7275 9348
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- e: post@levittbernstein.co.uk

**Granville Road** new granville

**London Borough Barnet**

C:\Users\chris.gray\LEVITTBERNSTEIN\Documents\2928A GRANVILLE\_MASTER\Levitt Bernstein



Phase 1 Residential Scheme

*[Handwritten signatures]*



1 Masterplan - Ground Floor  
1:500



Drawing Scale 1:500 @ A1  
1:1000 @ A3

## Granville Road London Borough Barnet

**client** New Granville LLP  
**date** 30/04/14  
**scale** 1:500 @A1  
**drawn** checked drawing number 2928/PH/001  
**rev** rev  
 C:\Users\amy.stong\Documents\3252\GRANVILLE\_MASTER\PH\_1\my.dwg  
**Levitt Bernstein**

**revisions**  
 04/11/13 - P1 - Preliminary Issue  
 30/04/14 - P2 - Draft Masterplan Issue  
 17/06/14 - P3 - Issued for Information  
 26/06/14 - P4 - Planning Issue  
 14/08/14 - P5 - Final planning Issue

**standard notes**  
 1. Do not scale this drawing.  
 2. All dimensions must be checked on site and any discrepancies noted with the architect.  
 3. For purposes of construction, all dimensions are to structural surfaces.  
**THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNSUITABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.**

**drawing notes**

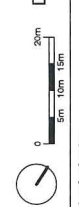


Phase 2 Residential Scheme

*[Handwritten signatures]*



1 Masterplan - Ground Floor  
0.2% 1:500



Drawing Scale 1:500 @ A1  
1:1000 @ A3

**standard notes**  
 1. Do not scale the drawings.  
 2. All dimensions must be checked on site and any discrepancies notified with the architect.  
 3. All dimensions are to structural surfaces.  
 THIS IS NOT A CONSTRUCTION DRAWING. IT IS UNSUITABLE FOR THE PURPOSE OF CONSTRUCTION AND MUST ON NO ACCOUNT BE USED AS SUCH.

**drawing notes**

revisions
04/11/13 - P1 - Preliminary Issue
30/04/14 - P2 - Draft Masterplan Issue
17/06/14 - P3 - Issued for Information
26/06/14 - P4 - Planning Issue
14/08/14 - P5 - Final planning Issue

date	client		
30/04/14	New Granville LLP		
scale	drawing		
1:500 @ A1	Phase Two		
drawn	checked	drawing number	rev
		2828/PH/002	

**Granville Road**  
London Borough Barnet

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 levitt@levittbernstein.co.uk  
 Levitt Bernstein

**SCHEDULE 2**

Draft Confirmatory Deed

DATED 20 [ ]

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET

and

NEW GRANVILLE LLP

**SECTION 106 CONFIRMATORY DEED**

made under Section 106 of the Town and Country Planning Act 1990 and enabling powers relating to the development of the land at Granville Road Estate Granville Road Childs Hill London NW2 2LD ([TITLE NUMBER]) in the London Borough of Barnet

HB Public Law

Legal Practice for Barnet and Harrow Councils

PO Box 2

Civic Centre

Harrow, Middlesex

HA12UH

DX 30450 HARROW 3



THIS DEED OF CONFIRMATION is made the day of

20

[ ]

BETWEEN

(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET of North London Business Park, Oakleigh Road South, London N11 1 NP ("the Council")

(2) NEW GRANVILLE LLP (Company Registration Number OC385110) whose registered office is at Teresa Gavin House Woodford Avenue Woodford Green Essex IG8 8FA ("Covenantor")

RECITALS

(A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land (as defined in the Principal Section 106 Agreement) is situated and by whom the planning obligations in this Deed and the Principal Section 106 Agreement are enforceable.

(B) Clause 20 of the Principal Section 106 Agreement requires that if the Appellant shall acquire a legal freehold or leasehold interest or estate in the Land then the Appellant shall enter into and deliver to the Council a Confirmatory Deed for that acquisition so as to bind and make such freehold or leasehold interest or estate acquired in that part of the Land subject to the obligations contained in the Principal Section 106 Agreement which remain to be performed and/or complied with.

(C) The Appellant further covenanted in Clause 20 of the Principal Section 106 Agreement, not to Occupy or permit the Occupation of the Development on the Land until the Appellant has entered into and delivered to the Council a duly executed Confirmatory Deed for the parts of the Land which it did not own on the date of the Principal S106 Agreement in order to bind them to the obligations imposed on the Appellant under the Principal Section 106 Agreement unless otherwise agreed in writing by the Council



(D) This Deed relates to the Land and the Covenantor hereby agrees that from the date of this Deed that the Land shall be subject to and be bound by the relevant terms covenants and planning obligations contained in the Principal Section 106 Agreement.

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:

"Land [ ]" means the [part of the] Land [ ]

"Principal Section 106

Agreement" means the agreement dated [ ] made between the Council and the Appellant 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

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



2.1.3 enforceable by the Council in accordance with the Principal Section 106 Agreement against the Covenantor and its successors in title to Land [ ].

### 3. THE COVENANTOR'S COVENANTS

3.1 The Covenantor hereby covenants agrees declares and undertakes that their estate and interests in the [Land] 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 THE COUNCIL'S COVENANTS

4.1 The Council hereby covenants to comply with its covenants terms and obligations contained in the Principal Section 106 Agreement in so far as they relate to the [Land].

### 5 MISCELLANEOUS PROVISIONS

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

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

5.3 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.

5.4 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.

5.5 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 )  
NEW GRANVILLE LLP )  
  
acting by: )

Director:

Director/Secretary

### **SCHEDULE 3**

#### **1. NOTIFICATION**

- 1.1 The Appellant shall give no less than ten (10) Working Days prior written notice of the intended date of Commencement of Development to the Council's Service Director – Development Management and Building Control at the address stated on page 2 of this Deed (or such other address as the Council shall have previously notified).
- 1.2 The Appellant shall give no less than three (3) calendar months prior written notice of the anticipated date of Practical Completion of the Affordable Housing Units in the Phase 1 Residential Scheme to the Council's Housing Association Development Officer at Barnet House, 1255 High Road, Whetstone N20 0EJ (or such other address as the Council shall have previously notified).
- 1.3 The Appellant shall give no less than three (3) calendar months prior written notice of the anticipated date of Practical Completion of the Affordable Housing Units in the Phase 2 Residential Scheme to the Council's Housing Association Development Officer at Barnet House, 1255 High Road, Whetstone N20 0EJ (or such other address as the Council shall have previously notified).

#### **2 TRANSFER OF THE AFFORDABLE HOUSING UNITS**

- 2.1 Unless otherwise agreed by the Council in writing the Appellant covenants that not more than eighty percent (80%) of the Open Market Housing Units shall be Occupied unless and until:

- 2.1.1 the Affordable Housing Units have been constructed and Practically Completed in accordance with the Approved Affordable Housing Schedule and the covenants and obligations in this Schedule; and
- 2.1.2 a freehold interest or a 125 year leasehold interest on a full repairing and insuring basis in each of the Affordable Housing Units has been granted to the Registered Provider free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges.
- 2.2 The Appellant shall provide evidence of the transfer of the freehold or leasehold interest of the Affordable Housing Units referred to in paragraph 2.1.2 of this Schedule to the Council's Housing Development Partnership Manager within five (5) Working Days of completion of the transfer.
- 2.3 Subject to paragraph 2.1.2 of this Schedule the Appellant shall ensure that the price to be paid by the Registered Provider (or the Council as the case may be) shall be at a level that allows a Shared Ownership Unit to be sold on an equity basis of not less than 25% of the open market value of the said unit.

**3. COMPLETION AND RETENTION OF THE AFFORDABLE HOUSING UNITS**

- 3.1 The Appellant shall provide the Affordable Housing Units within the Development in accordance with the Approved Affordable Housing Schedule and the provisions of this Schedule.
- 3.2 The Appellant shall procure that the Affordable Housing Units shall be built in accordance with the standards laid down in the London Housing Design Guide.
- 3.3 The Appellant covenants that (1) the Affordable Housing Units in the Phase 1 Residential Scheme shall be Practically Completed within 24 months of the date of Commencement of Development; and (2) the Affordable Housing Units in the



Phase 2 Residential Scheme shall be Practically Completed within 42 months of the date of Commencement of Development.

3.4 Subject to clause 5 (Exclusions) of this Deed the Appellant shall not allow or permit any Affordable Rented Units to be Occupied other than as Affordable Rented Units unless otherwise agreed by the Council in writing

3.5 Subject to clause 5 (Exclusions) of this Deed the Appellant shall not allow or permit any Shared Ownership Unit to be Occupied for any purpose other than as a Shared Ownership Unit unless otherwise agreed by the Council in writing.

3.6 The Appellant covenants that the Affordable Housing Units shall only be Occupied by persons who are in Housing Need

#### **4. NOMINATION RIGHTS**

The Appellant shall grant (or shall procure that the Registered Provider shall grant) to the Council the exclusive right to nominate suitable households in Housing Need to the Affordable Housing Units in accordance with the Council's published allocations policy and the provisions of this Deed.

#### **5. SALE OF SHARED OWNERSHIP UNITS**

5.1 The Appellant shall sell (or procure that the Registered Provider shall sell) the Shared Ownership Units to households on a range of Intermediate Incomes below the upper limit as per guidance in the London Plan. In addition at least a third of the Shared Ownership Units should be sold at an initial premium of 35% of open market value PROVIDED ALWAYS THAT if the Appellant (or the Registered Provider) is unable to sell the Shared Ownership Units at 35% of open market value after marketing the said unit for three (3) months from the date of Practical Completion of the Shared Ownership Units then the



Appellant (or the Registered Provider as the case may be) shall offer the Shared Ownership Units at a higher percentage to be agreed with the Council in writing.

- 5.2 The Appellant shall (or procure that the Registered Provider shall) take all reasonable steps to sell a Shared Ownership Unit to a person in Housing Need in accordance with the terms of this Deed PROVIDED ALWAYS THAT if there is no suitable person in Housing Need to purchase the Shared Ownership Unit within three (3) months of Practical Completion of the said unit then the Appellant (or the Registered Provider) may sell the Shared Ownership Unit in accordance with the Appellant's sales policy giving priority initially to people residing in the London Borough of Barnet and thereafter to people residing in the North London Sub Region

## **6. MISCELLANEOUS PROVISIONS**

- 6.1 The Appellant covenants that, prior to Practical Completion of any of the Affordable Housing Units:
- 6.1.1 all public highways (if any) and public sewerage and drainage serving the said Affordable Housing Units shall be in place and shall meet all statutory requirements for such public sewerage and drainage.
- 6.1.2 all private roads footways and footpaths (if any) serving the said Affordable Housing Units shall be in place and shall be constructed and completed to the satisfaction of the Council.

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

## **7. HOUSING GRANT**

7.1 The Appellant covenants that:

7.1.1 no Affordable Housing Grant shall be used to provide the Affordable Housing Units required under this Deed; and

7.1.2 subject to the prior approval of the Council, any Affordable Housing Grant secured shall only be used to provide affordable housing units which shall be in addition to (and not part of) the Affordable Housing Units.

## **8. AFFORDABLE HOUSING REVIEW MECHANISM**

8.1. The Appellant shall submit a Financial Appraisal to the Council upon the Occupation of eighty percent (80%) of the Open Market Housing Units PROVIDED ALWAYS THAT the Appellant shall give the Council no less than ten (10) Working Days advance notice of its intention to submit a Financial Appraisal to the Council; and

8.2 In relation to the Financial Appraisal:

8.2.1 the Appellant shall not be permitted to allow the Occupation of the final twenty percent (20%) of the Open Market Housing Units within the Development until a Financial Appraisal has been submitted to and agreed with the Council in accordance with the steps set out in the following paragraphs

8.2.2 as soon as reasonably practicable (and in any event within ten (10) Working

Days) after receipt of any Financial Appraisal from the Appellant, the Council (at the Appellant's expense) shall appoint an Independent Expert to assess the Financial Appraisal on terms which shall be agreed with the Appellant and shall notify to the Appellant the name and contact details of the Independent Expert (to whom the Appellant shall submit a copy of the Financial Appraisal)

8.2.3 within twenty (20) Working Days after the date on which the Appellant submits the Financial Appraisal to the Council and the Independent Expert that Independent Expert shall provide an initial report on the Financial Appraisal to the Council and Appellant for comment

8.2.4 within fifteen (15) Working Days after the date on which they receive the Independent Expert's initial report provided pursuant to Paragraph 8.2.3 the Appellant and the Council shall provide comments in respect of that initial report to the Independent Expert or shall notify him that they do not wish to comment

8.2.5 within fifteen (15) Working Days after the date on which he receives comments from the Appellant and the Council in relation to his initial report the Independent Expert shall provide his final report in relation to the Financial Appraisal to the Appellant and the Council

8.2.6 within fifteen (15) Working Days after the date on which the Council receives the final report from the Independent Expert the Council shall confirm to the Appellant whether or not it approves the Financial Appraisal and in the event that it does not approve the Financial Appraisal the Council shall provide a reasoned justification for that decision AND FOR THE AVOIDANCE OF DOUBT in the event that the Council does not dispute a Financial Appraisal within fifteen (15) Working Days after it receives the Independent Expert's final report then the Council shall be

deemed to have accepted that Financial Appraisal

8.2.7 in the event that the Financial Appraisal is not approved by the Council within fifteen (15) Working Days after the date of receipt of the final report from the Independent Expert the Appellant and the Council shall within a further ten (10) Working Days jointly appoint a Determining Surveyor (which appointment may be terminated by either the Appellant or the Council on reasonable notice whereupon a suitable replacement shall be agreed and appointed by the Appellant and the Council)

8.2.8 the Determining Surveyor shall:-

8.2.8.1 act as Expert and not as arbitrator;

8.2.8.2 owe an equal duty of care to each of the Appellant and the Council but shall act at the Appellant's expense;

8.2.9 within twenty (20) Working Days after his appointment assess the Financial Appraisal and either:-

8.2.9.1 approve the Financial Appraisal; or

8.2.9.2 in the event that he does not approve the Financial Appraisal provide an alternative thereto with reference to the documentation submitted pursuant to Paragraphs 8.2.2 to 8.2.5 inclusive;

and (in either case) provide written confirmation of his determination to the Appellant and the Council

8.2.10 The Appellant and the Council shall (save in the case of manifest error) accept the Determining Surveyor's determination which shall be binding upon them

8.2.11 In the event that a Financial Appraisal (whether approved by the



Council pursuant to Paragraph 8.2.6 or determined by the Determining Surveyor (pursuant to Paragraph 8.2.9) states that it is financially viable to provide an Additional Affordable Housing Amount then the Appellant shall pay the Affordable Housing Contribution to the Council within twenty (20) Working Days after the date of determination of that amount PROVIDED ALWAYS THAT the aggregate of any Affordable Housing Contribution and the Affordable Housing Units shall not result in the Development providing an equivalent of more than 40% of all Residential Units as Affordable Housing assuming a pro rata Affordable Housing unit mix in accordance with the Application.

8.3 FOR THE AVOIDANCE OF DOUBT the costs to be borne by the Appellant under this part shall include all reasonable administrative and staff costs incurred by the Council.

## **9. MONITORING CONTRIBUTION**

9.1 The Appellant shall pay the Monitoring Contribution to the Council within 20 Working Days of Commencement of Development.

9.2 In the event that the Monitoring Contribution is not paid within the period specified in paragraph 9.1 of this Schedule, the Appellant shall pay Interest on the Monitoring Contribution from the date the Monitoring Contribution became due until the date the Monitoring Contribution is paid in full to the Council.

## **10. CPZ CONTRIBUTION 1, CPZ CONTRIBUTION 2, ENVIRONMENT AND PUBLIC REALM IMPROVEMENTS CONTRIBUTION AND CHILDS HILL PARK IMPROVEMENTS CONTRIBUTION**

10.1 The Appellant shall pay the CPZ Contribution 1, the Environment and Public Realm Improvements Contribution and the Childs Hill Park Improvements



Contribution to the Council within 20 Working Days of Commencement of Development.

- 10.2 In the event that the CPZ Contribution 1 is not paid within the period specified in paragraph 10.1 of this Schedule, the Appellant shall pay Interest on the CPZ Contribution 1 from the date the CPZ Contribution 1 became due until the date the CPZ Contribution 1 is paid in full to the Council
- 10.3 In the event that the Environment and Public Realm Improvements Contribution is not paid within the period specified in paragraph 10.1 of this Schedule, the Appellant shall pay Interest on the Public Realm Improvements Contribution from the date the Public Realm Improvements Contribution became due until the date the Public Realm Improvements Contribution is paid in full to the Council
- 10.4 In the event that the Childs Hill Park Improvements Contribution is not paid within the period specified in paragraph 10.1 of this Schedule, the Appellant shall pay Interest on the Childs Hill Park Improvements Contribution from the date the Childs Hill Park Improvements Contribution became due until the date the Childs Hill Park Improvements Contribution is paid in full to the Council
- 10.5 The Appellant shall not permit Occupation of any Residential Unit in the Phase 1 Residential Scheme unless and until
- 10.5.1 the Appellant has submitted the Highway Works Plan to the Council and the Council in its capacity as Local Planning Authority and/or highway authority has approved the said plan; and
- 10.5.2 the Appellant has entered into the Highway Agreement to provide the Highway Works-Phase 1, Highway Works –Phase 2; and
- 10.5.3 all parts of the Phase 1 Highway Works have been carried out and completed

pursuant to the approved Highway Works Plan and the terms of the Highway Agreement

- 10.6 The Appellant shall not permit Occupation of any Residential Unit in the Phase 2 Residential Scheme unless and until all parts of the Highway Works – Phase 2 have been carried out and completed pursuant to the approved Highway Works Plan and the terms of the Highway Agreement.
- 10.7 In the event that the Review reasonably identifies outcomes which are required to be implemented by the Council including any amendments reasonably required to be taken to any existing traffic management order for the Golders Green or Cricklewood controlled parking zone ('CPZ') areas, in order to prevent future occupiers of dwellings within the Development from applying for parking permits for the Golders Green and Cricklewood CPZ areas, the Appellant shall pay the CPZ Contribution 2 to the Council within 20 Working Days of the later of the following dates: (1) the expiration of any challenge or appeal period in respect of the Review decision; and (2) where an appeal or challenge is ongoing, the date of the conclusion of said appeal or challenge, unless the conclusion of said appeal or challenge is that a lesser (or no) sum is payable, in which case that lesser sum will be payable within the 20 Working Day period.
- 10.8 In the event that the CPZ Contribution 2 is not paid within the period specified in paragraph 10.7 of this Schedule, the Appellant shall pay Interest on the CPZ Contribution 2 from the date the CPZ Contribution 2 became due until the date the CPZ Contribution 2 is paid in full to the Council.

## **11. EMPLOYMENT AND TRAINING**

Apprenticeships/Work Placements

11.1. Unless otherwise agreed with the Council the Appellant shall deliver five (5) Level 2 Apprenticeships during the construction of the Development in accordance with a programme to be agreed with the Council's Skills and Enterprise team

11.2. The Level 2 Apprenticeships to be delivered pursuant to Paragraph 11.1 shall:

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

11.2.2 not be restricted to construction training only; and

11.2.3 include the cost of wages support training costs, college release and the provision of tools and equipment necessary for the relevant Apprenticeship; and

11.2.4 be specifically targeted for the benefit of persons living within the administrative area of the Council; and

11.2.5 be provided within the workforce employed by the Appellant or within the workforce employed by the contractors or sub-contractors procured or appointed by the Appellant; and

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

11.3. The Appellant shall use reasonable endeavours to

11.3.1 provide sufficient work placement for the Level 2 Apprenticeships to be delivered under this Deed; and

11.3.2 procure that each apprentice completes the relevant full Apprenticeship programme.



11.4 In the event that an apprentice resigns from (or fails to complete) an Apprenticeship programme required under this paragraph 11 the Appellant shall 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 11.1

11.5. The Appellant shall provide the Council's Skills and Enterprise team and the Skills and Enterprise Partners with:

- (a) forecasting details of trades or occupational areas offering Apprenticeship opportunities during the construction phases of the Development; and
- (b) at least two months notice of Apprenticeship vacancies

11.6. The Appellant shall work with the Skills and Enterprise Partners (as nominated by the Council's Skills and Enterprise team) both to advertise the Apprenticeship vacancies locally and also to source eligible candidates from which to recruit to the Apprenticeship vacancies

11.7. In the event that the Appellant is unable to deliver the Apprenticeships (in accordance with this part of the Schedule) within twelve (12) months of the Commencement of Development, the Appellant shall notify and submit details to the Council of the attempts made to recruit to and commence the Apprenticeships

11.8 Within twenty (20) Working Days of receipt of the details submitted in accordance with paragraph 11.7 above the Council shall either:

11.8.1 notify the Appellant that further attempts to deliver the Apprenticeships are required; or

11.8.2 require the Appellant to pay an Employment and Training Contribution within twenty (20) Working Days of demand by the Council.



11.9 The Appellant covenants to pay the Employment and Training Contribution referred to in paragraph 11.8.2 above within twenty (20) Working Days of demand by the Council

11.10 Where paragraph 11.8.1 applies and the Appellant is unable to deliver the Apprenticeships (in accordance with this part of the Schedule) within twenty four (24) months of the Commencement of Development, the Appellant shall pay an Employment and Training Contribution within twenty (20) Working Days of expiry of that twenty four (24) month period

11.11 The Appellant covenants to pay the Employment and Training Contribution referred to in paragraph 11.10 above on expiry of the twenty four (24) month period referred to in paragraph 11.10 above upon receipt of which payment the Appellant will be released from all obligations in this paragraph 11 of this part of this Schedule.

## 12. **TRAVEL PLAN**

### **Part 1**

#### **12.1 Residential Travel Plan Champion**

12.1.1 The Appellant shall appoint a Residential Travel Plan Champion no later than three (3) months prior to the date of first Occupation of any of the Residential Units and shall submit the name and contact details of the appointed Residential Travel Plan Champion to the Council within five (5) Working Days of the date of appointment of the Residential Travel Plan Champion

12.1.2 Unless otherwise agreed in writing by the Council, the Appellant covenants that the role of the Residential Travel Plan Champion shall remain in place until the year 5 Travel Plan Review completed (1) five (5) years after Occupation of the final Residential Unit; or (2) 10 years after Commencement of Development

(whichever is the sooner), as detailed in paragraph 12.2.3.3, has been approved.

12.1.3 The Appellant shall notify the Council of any changes in the appointment or the details of the Residential Travel Plan Champion appointed pursuant to clause 12.1.1 to this Deed within five (5) Working Days of such change occurring

## **12.2 RESIDENTIAL TRAVEL PLAN**

12.2.1 The Appellant shall submit the Residential Travel Plan to the Council for approval no later than three (3) months prior to the anticipated date of first Occupation of the Residential Units

12.2.2 The Appellant shall not Occupy the Residential Units unless and until the Residential Travel Plan has been submitted to and approved by the Council

12.2.3 The Appellant shall:

12.2.3.1 undertake TRICS/SAM-compliant surveys of Occupiers of and visitors to the Residential Units:

(a) no later than four (4) months after the date the first Residential Unit is Occupied;  
and

(b) in the same calendar month as the survey carried out pursuant to clause 12.2.3.1(a) on the first, third and fifth anniversary of the date of the survey in clause 12.2.3.1(a) was first carried out and thereafter every other year until at least (1) five (5) years after Occupation of the final Residential Unit; or (2) ten (10) years after Commencement of Development (whichever is the sooner).

12.2.3.2 submit a revised Residential Travel Plan to the Council incorporating the results of the surveys carried out in clause 12.2.3.1(a) within one (1) month of

conducting the surveys

12.2.3.3 submit a Travel Plan Review undertaken of the Residential Travel Plan to the Council for approval within one (1) month of the surveys carried out pursuant to clause 12.2.3.1(b)

12.2.3.4 revise the Residential Travel Plan and/or the Travel Plan Review submitted to the Council to incorporate any comments made by the Council, acting reasonably, within six (6) weeks of receipt of the Council's written response to the Residential Travel Plan and/or the Travel Plan Review submitted to the Council; and

12.2.3.5 implement, promote and publicise the approved Residential Travel Plan and/or revised Residential Travel Plan and/or the approved Travel Plan Review according to the timescales in the Residential Travel Plan and/or the Travel Plan Review

12.2.4 in the event that the objectives and/or targets set out in the Residential Travel Plan and the Travel Plan Review have not been met the Appellant shall in an updated Residential Travel Plan propose for the Council's approval measures that will be put in place to achieve those objectives and targets

12.2.5 The Appellant shall provide a Travel Plan Welcome Pack to:

(a) the first Occupiers of each Residential Unit as the Occupier first takes up

Occupation of the relevant Residential Unit;

(b) subsequent Occupiers of a Residential Unit of Ownership or Occupation of the unit changes within five (5) years of the date the Residential Travel Plan is first implemented

**12.3 Travel Plan Monitoring Contribution**

12.3.1 The Appellant shall pay to the Council the Travel Plan Monitoring Contribution prior to Commencement of Development

12.4 **Residential Travel Plan Incentive Fund**

12.4.1 On or before the date on which a Residential Unit is first Occupied the Appellant 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 of that Residential Unit to obtain any two (2) Residential Travel Plan Incentives of their choice

12.4.2 The Appellant shall submit a report to the Council annually or until the date on which the Residential Travel Plan Incentives Fund is fully expended whichever date is earlier, setting out details of the take up of the Residential Travel Plan incentives

12.5. **Car Club**

12.5.1 The Appellant shall prior to Commencement of Development notify the Council of the identity of the Car Club which will operate in relation to the Development

12.5.2 The Appellant shall use reasonable endeavours to procure that the Car Club has at least 2 cars available and is managed and operated by an accredited Car Club operator approved by the Council and that it will be in place from the date of Occupation and will be retained for the life of the Development unless it can be demonstrated that it is no longer viable and it is agreed in writing with the Council that it is no longer required and will submit a copy of such parts of the contract between itself and the accredited Car Club operator to the Council as are necessary to show



that such a contract has been entered into prior to the date of Occupation

- 12.5.3 The Appellant shall not Occupy any Residential Unit until it has reached an agreement with an accredited Car Club operator in accordance with paragraph 12.5.2 above unless the Council is satisfied that the Appellant is unable to reach an agreement with an accredited Car Club operator and that the Appellant has used reasonable endeavours to do so

## **Part 2**

1. The main purpose of the Travel Plan is to encourage more sustainable travel for people and to reduce single occupancy/single passenger car travel and to reduce trips to and from the Land by imposing controls and incentives in respect of the transport of all persons to and away from the Land
2. The Travel Plan will outline measures designed to encourage persons residing or visiting the Land to use means of transport other than the car for journeys or promote high occupancy of vehicles used in accordance with the objectives in paragraph 3 and to introduce measures to manage deliveries and servicing.
3. The Travel Plan is to meet the following objectives:
  - Reduce parking on the road network adjoining the Land and the areas surrounding it
  - Reduce car dependency
  - Optimise car occupancy
  - Manage travel demand as efficiently as possible

- Promote opportunities for access by non-car modes
  - Promote active travel as part of a healthy lifestyle
  - Provide appropriate on-site facilities to encourage walking and use of bicycles
  - Ensure that the allocation of parking spaces is efficiently managed and in support of the Travel Plan objectives
  - Provide information showing all public transport, pedestrian and cycle links to and within the Land. The information shall include timetables, route maps and other information relating to local bus services and links to local underground and rail services
  - Provide initiatives for promoting walking, cycling and public transport including identifying routes within the Land and in the surrounding area to encourage local journeys to be made on foot, cycle, bus or underground and the provision of changing facilities within the Land
  - Provide car sharing initiatives to be used as an effective way of minimising parking and improving environmental conditions
  - Discourage car ownership by encouraging membership of the Car Club on site
4. The Travel Plan shall also include measures to:
- (i) monitor and minimise the impacts of parking:
- on-site in allocated spaces
  - on-site in areas outside the allocated spaces
  - in the local adjacent area;

(ii) monitor the number of person trips to and from the Land:

- in single occupancy vehicle
- by travel mode
- by time of day
- by duration of stay

5. The Travel Plan will outline the programme for the implementation of the measures and shall contain measures and targets for the monitoring of the way in which the objectives outlined in the Travel Plan is being met

**SCHEDULE 4**

**Accommodation Schedule A**

**Accommodation Schedule B**



# Accommodation Schedule 'A'

*Levitt Bernstein*

*Ed*

*[Signature]*

*[Signature]*

Levitt Bernstein

Floor	Plot No.	Tenure	Bedrooms	People	Proposed Hab Rooms	Proposed Amenity Spaces (sqm)	Barnet - Min Amenity Spaces Required (sqm)	Barnet - Min Amenity Spaces Required (sqm)	Barnet - Min Amenity Spaces Required (sqm)	G.A. - Min Private Amenity Spaces Required (sqm)	G.A. - Private Amenity Spaces (sqm)	G.A. - Private Amenity Spaces (sqm)	G.A. - Private Amenity Spaces (sqm)
Ground	A1	SO	1	2	3	18.7	15	15	0.0	0	0	0	0
	A2	SO	1	2	3	20.0	15	15	0.0	0	0	0	0
	A3	SO	2	3	4	36.8	20	20	0.0	0	0	0	0
	A4	SO	2	3	4	35.4	20	20	0.0	0	0	0	0
	A5	SO	1	2	3	15.1	15	15	0.0	0	0	0	0
	A6	SO	1	2	3	15.1	15	15	0.0	0	0	0	0
	A7	SO	2	3	4	31.0	20	20	0.0	0	0	0	0
	A8	SO	2	3	4	31.0	20	20	0.0	0	0	0	0
	A9	SO	1	2	3	20.8	15	15	0.0	0	0	0	0
	A10	SO	1	2	3	20.8	15	15	0.0	0	0	0	0
	A11	SO	1	2	3	20.8	15	15	0.0	0	0	0	0
	A12	SO	2	4	4	8.9	20	20	-11.1	7	0	0	0
A13	SO	2	4	4	8.9	20	20	-11.1	7	0	0	0	
A14	SO	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A15	SO	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A16	SO	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A17	SO	2	4	4	7.9	20	20	-12.4	7	0	0	0	
A18	SO	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A19	SO	1	2	3	8.0	15	15	-7.0	5	0	0	0	
A20	SO	1	2	3	8.0	15	15	-7.0	5	0	0	0	
A21	SO	2	4	4	8.9	20	20	-11.1	7	0	0	0	
A22	SO	2	4	4	8.9	20	20	-11.1	7	0	0	0	
A23	SO	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A24	SO	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A25	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A26	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A27	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A28	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A29	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A30	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A31	private	2	4	4	8.9	20	20	-11.1	7	0	0	0	
A32	private	2	4	4	8.9	20	20	-11.1	7	0	0	0	
A33	private	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A34	private	1	2	3	9.0	15	15	-6.0	5	0	0	0	
A35	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A36	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A37	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A38	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A39	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A40	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A41	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A42	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A43	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A44	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A45	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A46	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A47	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A48	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A49	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A50	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A51	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A52	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A53	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A54	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A55	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A56	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A57	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A58	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A59	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A60	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A61	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A62	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A63	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A64	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A65	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A66	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A67	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A68	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A69	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A70	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A71	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A72	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A73	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A74	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A75	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A76	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A77	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A78	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A79	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A80	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A81	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A82	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A83	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A84	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A85	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A86	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A87	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A88	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A89	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A90	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A91	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A92	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A93	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A94	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A95	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A96	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A97	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A98	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A99	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A100	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A101	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A102	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A103	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A104	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A105	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A106	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A107	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A108	private	2	4	4	7.6	20	20	-12.4	7	0	0	0	
A109	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A110	private	2	4	4	7.1	20	20	-12.9	7	0	0	0	
A111	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A112	private	2	4	4	8.0	15	15	-7.0	5	0	0	0	
A113	private	2	4	4	9.3	20	20	-10.7	7	0	0	0	
A114	private	2	4										





NO. IN SEAL  
REGISTER  
40078

THE COMMON SEAL of THE MAYOR )

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



ASSISTANT  
Assurance Director:  
CLAIR McCREAN. *Clair McCrean*

*Andrew Charlwood*  
Head of Governance:  
ANDREW CHARLWOOD.

EXECUTED as a DEED by )  
NEW GRANVILLE LLP )  
acting by two members: )

Signature of member: *[Handwritten signature]*

Signature of member: *X E. Holley*

Folder 29 / 1172



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