

DATED

2024

**(1) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

and

(2) HARRISON VARMA (THE GARTH) LIMITED

and

(3) BANK OF SINGAPORE LIMITED

AGREEMENT RELATING TO LAND KNOWN AS

44-46 Hampstead Lane, London N6 4LL

**PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND
SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AND ALL
OTHER ENABLING POWERS**

**Fiona Alderman
Head of Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR**

**Legal Ref: LEG/PP/JXF/72315
Planning Ref: HGY/2022/2731**

DATE

2024

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green London N22 8LE ("Council") of the first part
- (2) **HARRISON VARMA (THE GARTH) LIMITED** (Company registration number 05116744) whose registered office is at 35 Ballards Lane, London N3 1XW ("Owner") of the second part
- (3) **BANK OF SINGAPORE LIMITED** (incorporated in Singapore with company registration number 197700866R) whose registered office is 63 Chulia Street, #10-OCBC Centre East, Singapore 049514 ("Mortgagee") of the third part

WHEREAS

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title numbers AGL131313 and MX370786.
- III. The Mortgagee holds a mortgage over the Owner's interest in the Property by virtue of legal charges dated 11 October 2019 and 25 November 2021 registered in the Charges Register of title numbers AGL131313 and MX370786 and is entering into this Agreement to give its consent to it and to bind its interest in the Property.
- IV. The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.

- V. The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following the execution of the Agreement to grant the Planning Permission.
- VI. The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

NOW THIS DEED WITNESSETH as follows:-

1. Enabling Powers and Interpretation

- 1.1. In this Agreement the following words and expressions have the following meanings:

"1972 Act"	means the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"2011 Act"	means the Localism Act 2011;
"the Act"	means the Town and Country Planning Act 1990;
"Additional Carbon Offsetting Contribution"	means the sum to be calculated at £2,850 (two thousand and eight hundred and fifty pounds) per tonne plus a 10% (ten percent) management fee to be agreed following a Sustainability Review between the Council and the Owner in accordance with clause 0 of this Agreement in relation to any proposed shortfall of the Development in meeting the 100% reduction in carbon emissions from a Building Regulations 2013 Part L compliant building, in line with London

Plan policies less the Carbon Offsetting Contribution. The Additional Carbon Offsetting Contribution is to be paid by the Owner towards the Council's implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan policy;

"Agreed Energy Performance Guidance" means the London Plan (as at the date of this Agreement) and the GLA guidance on preparing energy assessments (June 2022);

"Agreement" means this Agreement;

"the Application" means the planning application seeking planning permission for the Development bearing reference HGY/2022/2731;

"Apprentice" or "Apprentices" means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ¹ who is;

- a) employed as an Apprentice pursuant to a written contract of employment;
- b) working alongside experienced staff to gain job specific skills;
- d) attending college or an education and training provider as part of their Apprenticeships;

¹ More information about the government policy and guidance can be found at <https://www.gov.uk/government/publications/apprenticeships-guide-for-employers>

"Apprenticeship" or "Apprenticeships"	means the programme used by training providers, colleges and employers to ensure that all apprenticeship programmes are delivered consistently and to national standards ² ;
"Apprenticeship Training Agencies"	means agencies that recruit, employ and arrange training for apprentices on behalf of employers and non-registered employers ³ ;
"Apprenticeship Support Contribution"	means a financial contribution to support the recruitment process, in work support and post work support of Apprentices to be calculated on the basis of £1,500 per Apprentice employed during the Construction Phase and Occupation Phase of the Development;
"Approved Energy Plan"	means the Energy Plan as approved by the Council in accordance with Clause 4.4.1 below;
"Assigned Officer"	means an officer of the Employment and Skills Team or such other officer notified from time to time;
"Automatic Meter Reading Device(s)"	means the technology of automatically collecting consumption, diagnostic, and status data from water meter or energy metering devices;

² More information about the government apprenticeship standards and fees can be found at <https://www.instituteforapprenticeships.org/> ;

³ Please note, ATA's are independent from the Council. Any Service Level Agreements and payment arrangements should be discussed with your chosen ATA directly.

"Be Seen Guidance"	means the GLA 'Be Seen' energy monitoring guidance consultation draft published in October 2020 as revised from time to time;
"Borough"	means the administrative area of the London Borough of Haringey;
"Carbon Offsetting Contribution"	means the sum of £63,327 (calculated using a carbon offset price of £2,850) plus a 10% (ten percent) management fee in accordance with the Agreed Energy Performance Guidance payable by the Owner to the Council towards the implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan targets;
"Completion Notice Date"	the date when the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to its satisfaction;
"Construction Partnership"	means a strategic and operational forum(s) to shape future construction programmes, share ideas, best practice, and coordinate employment and skills activities as notified by the Council to the Owner from time to time;

“Operational Management Plan”

means a plan which sets out the measures that the Owner will adopt in operating the use as a Use Class C2 nursing and dementia care facility including (but not limited to) details of:

- a) the shell and core fit out for the treatment room(s);
- b) the use of the treatment room(s) in consultation with the NHS and Integrated Care Board; and
- c) how the use of the treatment room(s) for one external appointment at a time is to be secured;
- d) personal care and accommodation provided together in a package;
- e) how any person using the service shall be restricted from receiving personal care from another provider;
- f) people using the service shall not hold occupancy agreements such as tenancy agreements, licensing agreements, licences to occupy premises, or leasehold agreements or a freehold;

“Construction Phase”

means the period from the Implementation Date (including all demolition and site enabling works) until the Completion Notice Date;

“Contributions”

means the Carbon Offsetting Contribution and the NHS Contribution and the Travel Plan Monitoring Contribution, each of which is “Contribution”;

"the Development"

means development of the Property in accordance with the documents submitted with the Application and the Planning Permission;

"Due Date"

the date upon which any payment due under any of the provisions of this Agreement is to be made;

"Employment and Skills Lead"

a dedicated person (which for the avoidance of doubt could be an employee of the Owner or of a contractor or an agent appointed by the Owner to carry out the Development) identified to the Council pursuant to clause 4.3 below who will be responsible for the implementation, co-ordination and delivery of the measures set out in Employment and Skills Plan during the Construction Phase;

"Employment and Skills Plan"

means the plan to be submitted to the Council and containing the information outlined under clause 4.3.1;

"Employment and Skills Recovery Action Plan"

means the Council's Employment and Skills Recovery Action Plan November 2020 which sets out the Council's principles for supporting residents back into work and training which shall include any amendment or replacement Plan thereof;

“Employment and Skills
Support Providers”

means a partnership of local organisations operating within the Borough to help coordinate, promote, and support Residents and persons into training or employment opportunities as may be notified by the Council from time to time;

“Energy Plan”

means a review of the Energy Strategy to be submitted to the Council by the Owner in accordance with condition 21 of the Planning Permission and containing information relating to the Development’s energy requirements and performance and how these will be met and shall comprise the following details:

- a) performance of the Development’s energy proposals and how these will be met including how the Development will comply with London Plan energy reduction targets, with design stage carbon reduction calculations under Building Regulations Part L 2021; and
- b) the amount and calculation of the Carbon Offsetting Contribution (if applicable);

“Energy Strategy”

means the energy strategy prepared by FHP Engineering Solutions Ltd dated 6 September 2022 approved by the Council as part of the Application;

“GLA”

means the Greater London Authority or any successor in statutory function;

“Haringey Works Team”

the Council’s team responsible for supporting residents and persons into training or employment opportunities and any successor team(s) that may exist from time to time;

“Healthcare Plan”

means a plan for the provision of private healthcare to Occupiers including (but without limitation) the treatment room at the Development;

“NHS Contribution”

means the sum of £152,283 payable by the Owner to the Council towards the expansion of health provision for care home residents within the Borough;

“Index”

means the All-Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by the Council in the event that the All-Items Index of Retail Prices becomes no longer maintained;

"the Implementation Date"

the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act PROVIDED THAT for the purposes of this Agreement the carrying out of the following shall not comprise a material operation and shall not therefore constitute Implementation of the Development for the purposes of this Agreement:

groundworks;

environmental investigations;

archaeological investigations;

site and soil surveys; and

temporary means of enclosure;

and references to "Implementation" and "Implement" shall be construed accordingly;

"London Living Wage"

means the hourly rate which the Living Wage Foundation (or any alternative independent successor body approved in writing by the Council) determines is the minimum rate required to cover the basic costs of living in the London Borough of Haringey⁴;

"London Plan"

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

⁴ more information can be found at <https://www.livingwage.org.uk/>

“Marketing Evidence”

means evidence to be submitted by the Owner to the Council demonstrating compliance with the relevant Approved Marketing Plan including any information that the Council may reasonably request relevant to and reasonably required to demonstrate compliance with the approved Marketing Plan;

“Marketing Plan”

means a plan for marketing advertising and promoting the Development to Residents;

“Metering Strategy”

means a quality assured metering plan which shall include the following information to be submitted to the Council pursuant to clause 4.4.10 of the Agreement:

- (a) relevant smart metering schematics for energy generation and use for any individually billed units and/or landlord areas, and plant/energy centre area(s);
- (b) information on third-party quality assurance mechanisms for the metering installation that follow industry best practice at the time of submission;
- (c) correct calibration and operation that will measure and report the required data for each reportable unit in line with the Be Seen Guidance, including metering information for the building energy consumption, energy centre performance, utility meters, renewable energy generation, battery storage and electric vehicle technologies, and exported energy;

"Occupation Date"

means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of construction, internal and external refurbishment, decoration, fitting-out, marketing and/or security operations the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;

"Occupation Phase"

means the period of three years beginning on the Occupation Date;

"Occupier(s)"

means any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development;

"the Parties"

means the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;

"Payment Form"

means the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Second Schedule of this Agreement;

**"Planning Obligations
Monitoring Officer"**

means an officer of the Council from time to time allocated to deal with and monitor all obligations;

“the Plan”	means the plan annexed as the First Schedule to this Agreement;
“the Planning Permission”	means the planning permission for the Development pursuant to the Application;
“Priority Groups”	means Residents facing barriers into work including the unemployed, young people, care leavers, Residents with disabilities both physical and mental, women, people from Black, Asian and Minority Ethnic backgrounds, low earners, people over 50 and those who are digitally excluded;
“the Property”	means the land and premises known as The Garth, Hampstead Lane, London N6 4LL and 44 Hampstead Lane, London N6 4LL shown indicatively edged in red on the Plan;
“Resident”	means a person who is a resident in the Borough and such residency can be proven by the production of two valid proofs of address which are no more than two (2) months old and the term “Residents” shall be construed accordingly;
“Skills Contribution”	means a financial contribution payable by the Owner to the Council towards the support of local people who have been out of work and/or do not have the skills set required for the jobs created to be calculated in accordance with the Council’s Planning Obligations Supplementary Planning Document March 2018 paragraphs 7.29 - 7.30;

“Skills-Based Training”

means a training programme that is intended to provide unemployed Residents with the skills and qualifications to access jobs being created by the Development and consisting of work experience placements and a guaranteed interview (for suitable individuals) linked to planned jobs and employment outcomes⁵;

“STEM and Career Education Sessions⁶”

means developing long-term relationships with local organisations and working closely with them to deliver practical career education activities relevant to the construction industry including in Science Technology Engineering and Maths (STEM) and details of how the activities will be delivered. The format of such sessions to be agreed with the Assigned Officer as part of the Employment and Skills Plan;

⁵ For further information, visit <https://www.gov.uk/government/publications/sector-based-work-academies-employer-guide/sector-based-work-academies-employer-guide>

⁶ The format of such sessions to be agreed with the Employment and Skills Team as part of the Employment and Skills Plan

“Sustainability Review”

an assessment to be provided by the Owner to be approved in writing by the Council in accordance with the Planning Permission which shall include an as built detailed energy assessment of the Development prepared in accordance with London Plan and Council policies which:

- a) explains and provides evidence to demonstrate whether or not the Development has been constructed and completed in accordance with the Approved Energy Plan, in particular whether the 100% CO2 emission reduction target has been met;
- b) explains and provides evidence to demonstrate whether or not the Development following Occupation complies with London Plan and Council policies;
- c) calculates and explains the amount of the Additional Carbon Offsetting Contribution (if any) to be paid by the Owner to the Council;
- d) provides evidence to support (a) to (c) above including but not limited to photographic evidence, air tightness test certificates and as-built energy performance certificates based on Building Regulations Part L 2021; and
- e) such other information reasonably requested by the Council;

“Travel Plan”

means a plan:

- (a) setting out the arrangements to collect and drop off employees to any one of Archway or East Finchley or Highgate tube stations;
- (b) setting out ways to achieve an 8% cycle mode share (in respect of those employed at the Development only and excluding residents of the Development) by the 5th anniversary of the Occupation Date;
- (c) containing amongst other things the provision of induction packs to employees, Occupiers and visitors of/to the Development containing public transport and cycling/walking information, available bus/rail/tube services, map and time-tables in accordance with the London Plan; and
- (d) any other information reasonably requested by the Council relating to the Travel Plan;

“Travel Plan Co-Ordinator”

means a person appointed to liaise with the Council in the submission and agreement of the Travel Plan and on compliance therewith and to be responsible for promoting the Travel Plan to Occupiers of the Development;

“Travel Plan Monitoring Contribution”

means the sum of £10,000 to be paid by the Owner to the Council in respect of the Council’s costs of monitoring the Travel Plan;

“Work Experience” means work experience placements for a minimum of five days and no less than a total of 20 hours a week for Residents aged 14 years and above in education and training;

“Work Placements” means work placements for unemployed and economically inactive Residents to undertake work placements for a minimum of 5 (five) days; and

“Working Days” any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

1.2. This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.

1.3. Words importing the singular shall include the plural and vice versa.

1.4. Any reference to a specific statute or statutes includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute.

1.5. The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.

1.6. Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.

- 1.7. Any obligation, covenant, undertaking or agreement by the Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. Taking Effect

This Agreement shall have immediate effect save for clause 4 which shall take effect on the date on which the Planning Permission is granted.

3. Application of enabling powers

- 3.1. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 8.2) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.
- 3.2. Both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.
- 3.3. No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 3.4. This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires without prior Implementation.

4. Obligations of the Owner

The Owner hereby covenants and undertakes for itself and its successors in title with the Council as follows:

4.1. General

- 4.1.1 Not to carry out continue or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.

- 4.1.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer access to the Property on reasonable notice except in an emergency during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.

- 4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out;

4.2. The Contributions

- 4.2.1 On or prior to the Implementation Date to pay to the Council the Contributions.

4.2.2 Not to:

- (i) Implement, cause or permit Implementation of the Development;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (iii) use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received the Contributions in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3 Employment and Skills

4.3.1 No later than twenty-eight (28) days prior to Implementation, to submit (or procure that the named individual identified in clause 4.3.5 submits) to the Council an Employment and Skills Plan for the Development to include a detailed programme, procurement schedule, recruitment protocols and project and labour histogram, local opportunities, projections and timelines stipulating the following requirements:

- a) the provision of not less than twenty percent (20%) of the workforce employed during the Construction Phase or Occupation Phase (as appropriate) of the Development to comprise Residents for a minimum of 26 weeks;
- b) the provision of at least twenty five percent (25%) Skills-Based Training to the twenty percent (20%) referred to in clause 4.3.1 a) above;
- c) the employment of full time Apprentices to at least one Apprentice per £3 million development cost, up to maximum of 10% of the construction workforce at its anticipated maximum provision on site, such Apprentices to be on site for a minimum of 26 weeks (if

recruited through Apprenticeship Training Agencies) or a minimum of 18 months (if recruited directly), such Apprentices to be paid at no less than London Living Wage and to be supported in their training and qualification to a minimum of NVQ Level 2 and to be nominated by the Haringey Works Team;

- d) how the Owner and its contractors' agents shall work exclusively with the Haringey Works Team and Employment and Skills Support Providers for any recruitment assessment screening testing and application support arrangements to maximise the employment and training opportunities for Residents including jobs and Apprenticeships arising from the Development during the Construction Phase or Occupation Phase (as appropriate) SAVE THAT in the event the Haringey Works Team or Employment and Skills Support Providers are not able to refer a Resident for a job or Apprenticeship within 10 Working Days from the date the advertisement for that role is submitted to the Council and approved in writing the Owner and its contractor shall be free to recruit for that role from other sources;
- e) how the Owner and leaseholders and end users of the Development (following the Construction Phase) shall work with the Haringey Works Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;
- f) how suppliers and businesses which are based in the Borough will be helped to tender for such works as may be appropriate for them to undertake and or support locally based social enterprises including capacity building assistance through advice on business planning, mentoring and the purchase of products or services;

- g) the provision of Work Placements, the number of which to be agreed with the Assigned Officer;
- h) the provision of Work Experience, the number of which to be agreed with the Assigned Officer;
- i) provision of no fewer than five (5) STEM and Career Education Sessions, the format of such sessions to be agreed with the Assigned Officer
- j) the provision of details of how the Employment and Skills Plan does not discriminate against groups with protected characteristics in terms of the employment and skills development opportunities it facilitated and has regard to the specific demographic characteristics of Residents in its proposed activities including residents who experience barriers to employment such as rehabilitating young offenders, long term unemployed, homelessness, care leavers, neuro diverse;
- k) the provision of how the Employment and Skills Plan shall prioritise and support the Council's Priority Groups identified in the Employment and Skills Recovery Action Plan;
- l) the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the Approved Employment and Skill Plan (including but not limited to monthly monitoring data, case studies, supporting evidence and summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owner (or its agents or contractors) in a format to be agreed by the Assigned Officer which may include the provision of information through an online portal as notified by the Council;

- m) how the Owner shall ensure that it shall obtain consent from all employees contractors and agents to ensure that the information required under clause 4.3.1 k) above can be provided to the Council in compliance with all data protection act and other statutory requirements; and
- n) contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution and whether a Skills Contribution is payable.

4.3.2 No less than twenty eight (28) days prior to Implementation to submit an Employment and Skills Plan for the Construction Phase to the Council for approval pursuant to clause 4.3.1 and in the event of any refusal by the Council to approve the Employment and Skills Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Employment and Skills Plan as amended having regard to the Council's reasonable reasons for refusal and not to Implement or cause or permit Implementation unless and until the Council approves in writing the Employment and Skills Plan (the "Approved Employment and Skills Plan") and thereafter not to carry out the Development or Occupy or permit Occupation otherwise than in accordance with the Approved Employment and Skills Plan.

4.3.3 Not to Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by the Council in accordance with clause 7.1 of this Agreement.

4.3.4 If the Approved Employment and Skills Plan shows that a Skills Contribution is payable not to Implement or permit Implementation until the Skills Contribution has been received in full by the Council in accordance with clause 7.1 of this Agreement.

- 4.3.5 To commit a named senior level individual to act as the Employment and Skills Lead and to engage with the Assigned Officer, Construction Partnership and Haringey Works Team to:
- a) meet the requirements of the Approved Employment and Skills Plan, the Construction Partnership and the obligations set out in this clause 4.3; and
 - b) to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development in accordance with the Approved Employment and Skills Plan PROVIDED THAT the Owner shall not be required to offer employment to any candidate who does not have the necessary skills, knowledge or qualifications necessary to perform the employment.
- 4.3.6 Not to Implement or cause or permit the Implementation unless and until the Council has been informed of the name and contact details of the individuals appointed pursuant to clause 4.3.5.
- 4.3.7 In the event that the target set in clause 4.3.1a) above is not met in accordance with the Approved Employment and Skills Plan then the Owner (and is contractors agents) shall meet with the Assigned Officer to review the Approved Employment and Skills Plan and to identify and agree reasonable measures to help achieve the relevant target and such meeting to take place within 10 Working Days of the date of a written request from the Assigned Officer to meet
- 4.3.8 In the event that the Council determines (acting reasonably) that despite the Owner's reasonable endeavours the number of Apprenticeships has not been delivered in accordance with clause 4.3.1c) and the Approved Employment and Skills Plan then the Owner shall pay a sum of £13,000 per full time Apprentice not employed in accordance with clause 4.3.1c) to the Council to support Apprenticeships and such amount shall be

paid in accordance with clause 7.1 of this Agreement and within 15 Working Days of receipt of written demand from the Council.

- 4.3.9 The Owner (and its contractor agents) shall state clearly in tender documentation, prepared or distributed to contractors that all their contractors/subcontractors will be required to observe the obligations in this clause 4.3 and that they shall be required to engage with the Council in respect of the performance of the obligations under this clause 4.3.
- 4.3.10 To inform any applicable leaseholders and end users of the Haringey Works Team and relevant partnerships to secure employment opportunities for Residents and to use all reasonable endeavours to procure that occupying businesses promote such opportunities for Residents.
- 4.3.11 Not to Occupy or cause or permit Occupation or use of the Development unless and until an Employment and Skills Plan for the Occupation Phase has been submitted to and approved by the Council in writing PROVIDED THAT the:
- a) said Plan shall not need to contain the information outlined in clause 4.3.1 where the relevant requirement relating to that information has been discharged during the Construction Phase; and
 - b) requirement in this clause to submit the said Plan shall not apply in the event that the Council has confirmed in writing that all the requirements in the Employment and Skills Plan for the Construction Phase and the obligations in this clause 4.3 have been discharged.

4.4 **Energy**

- 4.4.1 Not to Implement unless and until the Owner has submitted to the Council the Energy Plan to be approved in writing by the Council and in the event of any refusal by the Council to approve the Energy Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Energy Plan as amended having regard to the Council's reasonable reasons for refusal and for the avoidance of doubt the Council may agree in writing any amendment to the Approved Energy Plan.
- 4.4.2 Not to carry out or Occupy the Development except in accordance with the most recently approved Energy Plan and PROVIDED THAT the agreed Carbon Offsetting Contribution has been received pursuant to clause 4.2.
- 4.4.3 To provide any information or documentary evidence reasonably requested by the Council in relation to the Approved Energy Plan accurately, in good faith and as soon as practicable in any event within 20 (twenty) Working Days of such a request.
- 4.4.4 Following the Completion Notice Date but prior to the Occupation Date to submit to the Council a Sustainability Review to be approved in writing by the Council and in the event of any refusal by the Council to approve the Sustainability Review to resubmit the Sustainability Review as amended having regard to the Council's reasonable reasons for refusal until approved by the Sustainability Review ("the Approved Sustainability Review").
- 4.4.5 To bear all costs in relation to the Sustainability Review and to pay to the Council within 21 days of demand the reasonable and proper costs of an independent consultant engaged by the Council to verify the Sustainability Review.

- 4.4.6 If the Approved Sustainability Review shows that the energy measures and/or carbon reduction targets in the Approved Energy Plan have not been met the Owner shall pay the Additional Carbon Offsetting Contribution (agreed by the Council as part of the Approved Sustainability Review) to the Council in accordance with clause 7.1 of this Agreement as soon as practicable after the Council's approval of the Sustainability Review and in any event no later than 21 (twenty-one) days after the Council's written approval of the Sustainability Review.
- 4.4.7 Not to Occupy or cause or permit Occupation or use of the Development unless and until the Council has approved the Sustainability Review in accordance with clause 4.4.4 of this Agreement and if applicable received payment of the agreed Additional Carbon Offsetting Contribution in accordance with clause 4.4.6 of this Agreement.
- 4.4.8 If the Council and the Owner cannot agree the Sustainability Review pursuant to this clause 4.4 then clause 8.6 of this Agreement shall apply.
- 4.4.9 Prior to the Implementation Date to submit to the GLA verified energy performance indicator estimates for each reportable unit of the Development in accordance with the Be Seen Guidance through the GLA's dedicated portal and not to Implement or cause or permit Implementation until those estimates have been submitted.
- 4.4.10 Prior to the Implementation Date to submit to the Council the Metering Strategy for approval and in the event of any refusal by the Council to approve the Metering Strategy to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Metering Strategy as amended having regard to the Council's reasonable reasons for refusal and not to Implement or cause or permit Implementation until the Council approves in writing the Metering Strategy ("the Approved Metering Strategy").

- 4.4.11 On or prior to practical completion of the Development to ensure that Automatic Meter Reading Devices are installed and in operation at the Development and provide the Council with evidence to demonstrate that this clause has been complied with and not to Occupy or permit the Occupation of the Development until the Automatic Meter Reading Devices have been installed and are in operation.
- 4.4.12 On practical completion of the Development to submit updated and verified energy performance indicator estimates in accordance with the Be Seen Guidance to the GLA through its dedicated portal and not to Occupy or permit the Occupation of the Development until those estimates have been submitted.
- 4.4.13 On practical completion of the Development and on each anniversary of this date thereafter for a period of 5 years the Owner shall provide accurate and verified annual in-use energy performance data for all relevant indicators for each reportable unit of the Development in accordance with the Be Seen Guidance to the GLA via its dedicated portal and where the actual performance differs from the estimated performance, identify the causes and take the necessary and reasonable mitigation measures to improve performance to the Council's reasonable satisfaction.
- 4.5 **Travel Plan**
- 4.5.1 No less than 3 (three) months prior to the Occupation Date to submit a Travel Plan to the Council for approval and in the event of any refusal by the Council to approve the Travel Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Travel Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Travel Plan ("the Approved Travel Plan").

4.5.2 No less than 3 (three) months prior to the Occupation Date to appoint the Travel Plan Co-Ordinator.

4.5.3 To work in collaboration with the Council to conduct annual reviews of the Approved Travel Plan for a minimum of 5 years following Occupation of the Development and following such reviews to make such reasonable amendments to the Approved Travel Plan as may be required by the Council.

4.5.4 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Travel Plan (as may be amended from time to time in accordance with clause 4.5.3).

4.5.5 To carry out and comply with the Approved Travel Plan (as may be amended from time to time in accordance with clause 4.5.3).

4.6 Operational Management Plan

4.6.1 No less than 6 (six) months prior to Occupation to submit an Operational Management Plan to the Council for approval and in the event of any refusal by the Council to approve the Operational Management Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Operational Management Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves in writing the Operational Management Plan ("the Approved Operational Management Plan").

4.6.2 Not to Occupy or cause or permit the Occupation of the Development otherwise than in accordance with the Approved Operational Management Plan.

4.7 Private healthcare arrangements

4.7.1 No less than 3 (three) months prior to the Occupation Date to submit the Healthcare Plan to the Council for approval and in the event of any refusal by the Council to approve the Healthcare Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Healthcare Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit Occupation until the Council approves the Healthcare Plan ("the Approved Healthcare Plan").

4.7.2 To work in collaboration with the Council to conduct annual reviews of the Approved Healthcare Plan for a minimum of 5 years following Occupation of the Development and following such reviews to make such reasonable amendments to the Approved Healthcare Plan as may be required by the Council.

4.7.3 Not to Occupy or cause or permit Occupation otherwise than in accordance with the Approved Healthcare Plan (as may be amended from time to time in accordance with clause 4.7.2).

4.7.4 To carry out and comply with the Approved Healthcare Plan (as may be amended from time to time in accordance with clause 4.7.2).

4.8 Haringey residents

4.8.1 No less than 6 (six) months prior to first Occupation of the Development to submit a Marketing Plan to the Council for its approval and in the event of any refusal by the Council to approve the Marketing Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Marketing Plan as amended having regard to the Council's reasonable reasons for refusal and not to Occupy or cause or permit the Occupation of the Development or any part thereof until the Marketing Plan has been submitted to and approved by the Council ("the Approved Marketing Plan").

4.8.2 Unless otherwise agreed in writing with the Council, to Occupy the Development in accordance with the relevant Approved Marketing Plan and to only offer and market the care beds at the Development in accordance with the relevant Approved Marketing Plan and not to Occupy or cause or permit the Occupation of the any care bed at the Development until the Marketing Evidence has been submitted to and approved in writing by the Council.

4.8.3 Where any Resident is not offered a care bed at the Development they shall place at the top of the waiting list to be maintained for the care beds at the Development.

5 Council's Covenants

5.1 Purpose of Contributions

The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

5.2 Use of Contributions

The Council will apply the Contributions only towards the purpose for which a Contribution was paid pursuant to this Agreement and in the event that any Contribution that the Council has received has not been committed (by way of contract or otherwise) to the purpose for which it was paid within 10 years of final Occupation then the Council shall repay to the person that made the payment so much of the Contribution as shall remain uncommitted.

5.3 Discharge of Obligations

At the written request of the Owner, the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

6 Notice to the Council/Other Matters

6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.

6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Contributions shall be the date the Planning Permission is issued.

6.3 Within 7 (seven) days following practical completion of the Development the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference and the date upon which the Development is ready for Occupation.

6.4 The Owner and the Council shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any reasonable requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.

6.5 The Owner agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision

imposed by the Agreement and further shall indemnify the Council for any reasonable expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council its employees or agents has caused or contributed to such expenses or liability.

- 6.6 Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7 Payments VAT and Index linking

- 7.1 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.
- 7.2 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.
- 7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.

- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:-

8 Notices

- 8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and in the case of any notice or approval or agreement from the Council this shall be signed by a representative of the Council's Development Management Unit.

8.2 Payment of Council's Costs

- 8.2.1 The Owner agrees to pay the Council its legal costs and monitoring costs of £13,280.50 incurred in preparing and settling this Agreement and monitoring the discharge of the obligations in this Agreement on or prior to the date of completion of the Agreement.

8.3 Registration

- 8.3.1 This Agreement shall be registered as a Local Land Charge.
- 8.3.2 The Owner hereby covenants with the Council that it will within 28 (twenty-eight) days from the date hereof apply to the Chief Land Registrar to register this Agreement in the

Charges Register to the title to the Property and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property and the Owner covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.

- 8.3.3 Following the performance and satisfaction of all of the obligations contained in this Agreement the Council shall upon receiving a written request in writing from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

8.4 Waiver

- 8.4.3 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule or appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.

- 8.4.4 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may

be as fully and effectually exercised as if the Council were not a party to this Agreement.

8.4.5 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

8.5 Third Party Rights

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it (other than a successor in title or a successor in statutory function).

8.6 Dispute Resolution

Save as otherwise herein expressly provided any dispute or differences arising between the Parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the Parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall save in the case of manifest error be final and binding on the Parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

8.7 Change in Ownership

The Owner shall provide the Council with a certified copy (including a plan if appropriate but it is agreed that the consideration and purchase price may be redacted in the event that HM Land Registry do not require entry of the purchase price to be published on the register) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of all or any part of the Property occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them within 21 (twenty-one) days of such Disposition.

8.8 Non-Compliance

In the event of any non-compliance with any of the provisions of this Agreement the Owner shall upon notice from the Council within seven days of receipt of such notice except in the case of the non-compliance with any obligation in clause 4 of this Agreement which shall be taken forthwith take any steps reasonably required by the Council to remedy such non-compliance.

9 Confirmation Of Interest

The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof.

10 Mortgagee

The Mortgagee hereby consents to the Owner entering into this Agreement and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Agreement as if

it were a person deriving title from the Owner and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

11 Jurisdiction

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

12 Future mortgagees

Any future mortgagee or chargee of the whole or any part of the Property who acquires their interest in the Property after the date of this Agreement shall take the Property bound by the planning obligations restrictions and undertakings contained herein PROVIDED THAT such mortgagee or chargee shall have no liability for the terms of this Agreement unless and until they become mortgagee in possession of the Property or any part thereof in which case they shall be bound by the provisions of this Agreement as if they were a person deriving title from the Owner and the mortgagee in possession shall not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

13 Counterpart

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

FIRST SCHEDULE

The Plan

1. The proposed development is shown in red on the plan.

2. The proposed development is shown in red on the plan.

3. The proposed development is shown in red on the plan.

4. The proposed development is shown in red on the plan.

5. The proposed development is shown in red on the plan.

6. The proposed development is shown in red on the plan.

7. The proposed development is shown in red on the plan.

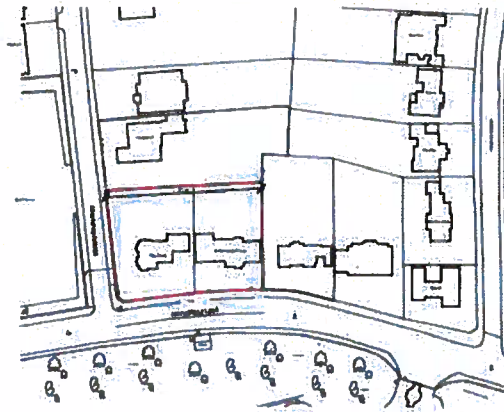
8. The proposed development is shown in red on the plan.

9. The proposed development is shown in red on the plan.

10. The proposed development is shown in red on the plan.



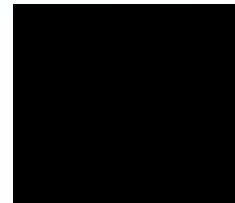
10 0 10 20 30 40 50
Meters
SCALE 1:1000



Location Plan
1:1250

WOLFF ARCHITECTS
1014 North Place
Notting Hill
London W11 2EH
Tel: 020 7291 1111
Fax: 020 7291 1112
www.wofffarchitects.co.uk

PLANNING
Project: 04-010 Regeneration Lane
Location: London
Consultant: Location Plan
Scale: 1:1250
Date: 01/01/2004
Author: [Redacted]
Check: [Redacted]
Approve: [Redacted]



SECOND SCHEDULE PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch name and address:
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council:
7. The Legal Agreement to which the payment relates:
.....
8. The contributions being paid pursuant to the abovementioned Legal Agreement:
.....
.....
.....

NOTES

The Council's Bank details are:

London Borough of Haringey
Barclays Bank plc
Wood Green Branch
London N22
Sort Code: 20-98-47
Account Number: 73294617

Please note that unless we receive your payment before 2.00 p.m. on any day our finance systems will not be able to confirm receipt of the funds until the following day.

You are advised to check with the Council's Planning Obligations Monitoring Officer that the Council's bank details have not changed prior to the payment being made.

IN WITNESS whereof the parties have executed this instrument as a Deed the day
and year first before written

THE COMMON SEAL OF

THE MAYOR AND BURGESSES OF THE)

LONDON BOROUGH OF HARINGEY)

was affixed by Order:)

.....
Authorised Officer

EXECUTED AS A DEED by HARRISON VARMA (THE GARTH) LIMITED)

acting by a director:)

Signature of Director: ...

In the presence of:

Signature of witness: ..

Name of witness: ... JOSHUA LINNETT

Address of witness: ... FLAT 2, 157 PORTCESS RD
NWS 2HR.

EXECUTED AS A DEED by BANK OF SINGAPORE LIMITED)
by its attorneys, and)
, acting under a Power of)
Attorney registered in the Registry of the High Court of Singapore)
as No. HC/PA 482/2021)

