

Dated

2nd September

2021

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH
OF HARINGEY
- and
- (2) HIGH ROAD WEST (TOTTENHAM) LIMITED

Agreement Pursuant to Section 106 of the Town and Country Planning Act 1990
and Section 111 of the Local Government Act 1972 and Section 16 of the Greater
London Council (General Powers) Act 1974 and Section 1 of the Localism Act
2011

In relation to:

Development of land at 807 High Road Tottenham London N17 8ER

THIS DEED is made on 2nd day of September 2021

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, Wood Green, London N22 4LE ("the Council"); and
- (2) **HIGH ROAD WEST (TOTTENHAM) LIMITED** (company registration number 12258925) of 19 Coombehurst Close, Hadley Wood, Herts, England, EN4 0JU ("the Owner")

INTRODUCTION

- i. This Agreement is entered into by the Parties in relation to the Property
- ii. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Property is situated and is the local authority for the purposes of the 1974 Act and the 1972 Act and the 2011 Act and the highway authority for the purpose of the 1980 Act
- iii. The Owner is the owner with freehold title absolute of the Property under title numbers AGL133294, AGL127046 and AGL89427 at the Land Registry
- iv. The Owner has submitted the Planning Application to the Council
- v. On 10 February 2021 the Council validated the Planning Application.
- vi. The Owner has applied to the Council to develop the Property in accordance with the Planning 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
- vii. 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 completion of the Agreement to grant the Planning Permission

- viii. The Council considers that it is in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with the terms of this Agreement
- ix. The Owner has agreed to comply with the obligations, covenants and restrictions contained in this Agreement in order to facilitate the Development
- x. The covenants in this Agreement are planning obligations for the purposes of Section 106 of the 1990 Act
- xi. As the Local Highway Authority, the Council considers the Highway Works to be in the public benefit pursuant to this Agreement and Section 278 of the 1980 Act.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Definitions and Interpretation

- 1.1. The following words and phrases shall unless the context otherwise requires bear the following meanings in this Agreement:

"1972 Act"	The Local Government Act 1972 (as amended);
"1974 Act"	The Greater London Council (General Powers) Act 1974 (as amended);
"1980 Act"	The Highways Act 1980 (as amended);
"1990 Act"	The Town and Country Planning Act 1990 (as amended);
"2011 Act"	The Localism Act 2011 (as amended);
"Affordable Housing Contribution"	means a financial contribution for the provision of off-site Affordable Housing in the Borough the precise value of which shall be calculated in accordance with the Affordable Housing Contribution Formula;

"Affordable Housing Contribution Formula"	40% of the residual land value of the additional Residential Unit formed by the conversion of the Commercial Unit into residential use to be approved by the Council;
"Affordable Housing"	Housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market;
"Agreed Energy Performance Guidance"	means the London Plan and the GLA guidance on preparing energy assessments (October 2018);
"Agreement"	This deed of agreement;
"Apprentice" or "Apprentices"	means a Resident aged 16 years or over who is undertaking on-the-job training and who is also studying off-the-job (for a minimum of 20% of the apprenticeship) for a nationally recognised qualification or an NVQ in one of the building trades such as electrical, brick laying, plastering, plumbing and carpentry or in an associated trade or profession such as surveying or business administration;
"Apprenticeship Support Contribution"	A financial contribution to support the recruitment process of apprenticeships to be calculated on the basis of £1,500 per Apprentice employed during the Construction Phase of the Development;
"Assigned Officer"	The Council's economic development officer assigned by the Council to meet the requirements of the Employment and Skills Team or such other officer notified from time to time;
"Base Carbon Offsetting Contribution"	The amount that the Owner would pay as a contribution towards the Council's implementation of projects to reduce carbon emissions in its area to offset any proposed shortfall in meeting London Plan policies identified in the Approved Energy Plan calculated using a carbon dioxide offset price of £2,850 (£95 per

tonne per year for a period of 30 years) in accordance with the Agreed Energy Performance Guidance assuming that the Development was not connecting to the DEN and would take supply of heat from communal gas boilers;

"Best Endeavours"

means to take and carry out all of the reasonable courses of action available to the Owner to comply with the applicable obligation and for the avoidance of doubt such steps shall include (but not be limited to):

- incurring reasonable financial expenses (but for the avoidance of doubt not including an unreasonable financial requests from the adjoining owners);
- if a cause of legal action exists against any party preventing the carrying out of the works, initiating legal proceedings where necessary, appropriate and proportionate;
- investigating and establishing ownership of the area subject to Percival Court Resurfacing and Improvement Works;
- maintaining ongoing communication with those parties for a period of at least 6 months to obtain permission to carry out the Percival Court Resurfacing and Improvement Works;

"Blue Badge Holder"

The holder of a disabled persons badge pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 or such other successor or alternative legislation;

"Borough"

means the administrative area of the London Borough of Haringey;

"Bricklayers Arms Public House Beer Garden"

means the beer garden forming part of the Bricklayers Arms Public House at Nos. 803-805 High Road, N17 8ER;

"Carbon Offsetting Contribution"

A contribution towards the Council's implementation of projects to reduce carbon emissions in its area to offset any proposed shortfall in meeting London Plan policies calculated using a carbon dioxide offset price of £95 per tonne of carbon dioxide per year for a period of 30 years (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Carbon Offsetting Contribution or part thereof is paid) in accordance with the Agreed Energy Performance Guidance assuming that the Development shall connect to the DEN (and disregarding the connection to gas boilers) in order to compensate for any unachieved carbon reduction targets arising from the Development. Such shortfall, if any, shall be based on the proposed carbon content of the DEN heat (as advised by the Council or the DEN Provider);

"Car Club"

means a club operated by a Car Club Operator which residents of the Development and the general public may join and which makes cars available for hire to members either on a commercial or part-subsidised rate;

"Car Club Operator"

means a company that is accredited by CoMoUK to operate Car Clubs, or such other company operating a Car Club as is agreed with the Council in writing;

"Commencement Date"

The date on which any material operation (as defined in Section 56 of the 1990 Act) forming part of the Development begins to be carried out other than (for the purpose of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of ground conditions, diversion and laying of services erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence" and "Commencement" shall be construed accordingly;

"Commercial Unit"	Means the commercial Class E unit forming part of the Development as shown marked "Commercial Unit" on Plan 3
"Considerate Constructors Code of Practice"	The code made pursuant to the Considerate Constructors Scheme and annexed hereto at Schedule Three;
"Considerate Constructors Scheme"	The national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk ;
"Construction Partnership"	means a partnership or forum of constructors operating within the Borough to help coordinate and promote supporting residents and persons into training or employment opportunities as may be notified by the Council to the Owner from time to time;
"Construction Phase"	The period from the Implementation Date (including all demolition and site enabling works) until the Council confirms that the Development has been completed in accordance with the Planning Permission and the terms of this Agreement to their satisfaction;
"Construction Skills Certification Scheme"	The skills certification scheme within the UK construction industry (as outlined on their website https://www.wscs.cuk.com);
"Deferred Carbon Offsetting Contribution"	means the difference between the Carbon Offsetting Contribution and the Base Carbon Offsetting Contribution (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution or part thereof is paid) payable by the Owner in accordance with the terms of this Agreement in the event that the Development does not connect to the DEN, such amount to be used towards the Council's implementation of projects to reduce carbon emissions in its area and in order to

compensate for unachieved carbon reduction targets arising from the Development;

"DEN Connection Costs"

Any reasonable charge which the Owner are required to pay to the DEN Provider to connect the Development to the DEN pursuant to the DEN Connection Notice but which for the avoidance of doubt shall not exceed the amount of the Deferred Carbon Offsetting Contribution;

"DEN Connection Notice"

A notice provided by the DEN Provider to the Owner specifying that it proposes to implement the DEN and which shall include the following details:

- a) Anticipated programme for implementation of the DEN and connection to the DEN (to be no more than 10 years from the date of this Agreement);
- b) a business plan demonstrating a credible and viable proposal for the implementation of the DEN and for the future operation of an associated energy supply company, in accordance with the programme set out at (a) above, including a funding strategy (provided that the DEN Provider shall not be required to share such information unless the Owner agrees to maintain the confidentiality of such information);
- c) Proposed commercial terms for the supply agreement governing the supply of heat by the DEN to include (without limitation) tariff arrangements and other costs, DEN operational practices, standards of service/availability for the heat supply; any conditions attached to or obligations upon the Owner in relation to the supply of heat;

- d) a proposed DEN connection agreement which shall include technical details of the physical connection to the DEN (including capacity of supply); an initial DEN Design and programme; a proposed delivery plan covering payment arrangements of any DEN Connection Costs, a process for finalising the DEN Design and obtaining any necessary consents, undertaking connection works;
- e) Proposed arrangements and mechanisms to allow the DEN Provider access to the DEN within the Property (such arrangements to be on reasonable terms and for a peppercorn consideration);
- f) confirmation that the DEN Provider has all necessary consents and authorisations to issue the DEN Connection Notice and further has the necessary approvals for the business case for the implementation of the DEN and establishment of the associated energy supply company; and
- g) confirmation as to whether the DEN Provider intends to procure the Owner to carry out any of the connection on behalf of the DEN Provider PROVIDED THAT such procurement shall be on reasonable terms and the DEN Provider shall reimburse the Owner for the cost of carrying out such works from the DEN Connection Costs;

"DEN Design"

means the design for the agreed connection works and the design for any works required within the Property to connect the DEN directly to the Development, each to be in accordance with the DEN Specification;

"DEN Feasibility Study" A study commissioned by the Owners to assess the feasibility and financial viability of connecting to the DEN and if applicable how the Development will be connected to the DEN which shall include details and an assessment of the following:

- (a) confirmation of the heat loads of the Development (so that the DEN Provider can assess if the DEN is capable of providing sufficient heat to the Development);
- (b) The costs and technical feasibility associated with installing such plant, equipment and/or infrastructure at the Development to facilitate the physical connection to the DEN in line with the Council's proposal and the DEN Connection Costs;
- (c) Whether the DEN Provider's proposed terms for the connection and supply agreement are fair and reasonable by reference to the technical performance criteria, costs and supply availability of the on-site heating solution and those that can be obtained on the market, having regard to the intention that the Owner shall not have to pay the Deferred Carbon Offsetting Contribution if the Development connects to the DEN;
- (d) Any requirement for consultation with the occupiers under the Landlord and Tenant Act 1985 (or any statutory provision replacing it) and the prospect of obtaining a special dispensation avoiding the need to consult with Occupiers;

"DEN Provider" Means the Council or a developer or provider of the DEN nominated by the Council provided that the Council has procured that any third party shall use reasonable endeavours to engage with the Owner;

"DEN Specification"	means the specification to be agreed between the Owner and the DEN Provider acting reasonably;
"DEN"	The proposed area wide energy network serving the Development;
"Development"	The development of the Property in accordance with the Planning Permission;
"Director"	The Council's Director of Regeneration Planning and Development or such other proper office of the Council responsible for planning and highways functions;
"Due Date"	The date upon which any payment due under any of the provisions of this Agreement is to be made;
"Employment and Skills Plan"	The plan to be submitted to the Council containing the information outlined under paragraph 1 in Schedule Two;
"Employment and Skills 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;
"Energy Plan"	The plan to be submitted to the Council in accordance with this Agreement containing: a) information in relation to the Development's energy requirements; b) How the Development shall receive heat supply from communal gas boilers, including the size, specification and location of such gas boilers and arrangements for a site-wide heat network; c) 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;

- d) the amount and calculation of the Base Carbon Offsetting Contribution (if applicable);
- e) the amount and calculation of the Carbon Offsetting Contribution (if applicable);
- f) the amount and calculation of the Deferred Carbon Offsetting Contribution (if applicable);
- g) the proposed connection point for the DEN to the site-wide heat network and where necessary routes for the DEN infrastructure through the Development to allow the DEN to connect to the Development and to facilitate the connection of other developments to the DEN (including consideration of any alternative connection points to such developments not through the Development); and
- h) explaining the arrangements that may be put in place (where necessary) to facilitate (g) above in the event that the Development connects to the DEN;

"Excluded DEN Costs" means the following costs that may be incurred by the Owner:

- a) financial payments that the Owner are required to make under the terms of this Agreement (including the DEN Connection Costs);
- b) the impact on the value of the Property granting easements (in the event that such easements are agreed between the Parties acting reasonably as being necessary) in accordance with the Approved Energy Plan;

c) the costs (including professional costs) of negotiating the DEN Connection Notice, the DEN Design, easements and any other agreements required for connection to the DEN;

d) any costs associated with Schedule Two Paragraph 4.1(E);

"GLA"

The Greater London Authority established by the Greater London Authority Act 1999 or any successor organisation;

"Habitable Room(s)"

means any room within a residential unit the primary use of which is for living, sleeping or dining and which expressly includes kitchens of 13 square metres or more, living rooms, dining rooms and bedrooms but expressly excludes kitchens with a floor area of less than 13 square metres, bathrooms, toilets, corridors and halls;

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

"Index"

All Items Index of Retail Prices issues 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 and "Indexation" shall be construed accordingly;

"London Plan"

London Plan adopted in March 2021;

"Monitoring Costs"

the sum of £4,200 to be paid by the Owner to the Council towards the Council's costs incurred in the administration,

monitoring and reporting in relation to the obligations contained in this Agreement calculated in accordance with paragraph 5.42 of the Planning Obligations Supplementary Planning Document March 2018;

"Occupation Date"

The first date when any part of the Development (or any part as may be specified) is occupied (which for the avoidance of doubt shall not include occupation for the purposes of fitting out the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly;

"the Parties"

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

"Payment Form"

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 Schedule Four of this Agreement;

"Percival Court"

means the area adjacent to the Property known as Percival Court and shown edged and shaded green on the Percival Court Plan;

"Percival Court Plan"

means the plan marked Plan 2 identifying Percival Court and subject to the Percival Court Resurfacing and Improvement Works annexed at Schedule One to this Agreement;

**"Percival Court
Resurfacing and
Improvements Plan"**

means the plan describing and showing details of the Percival Court Resurfacing and Improvement Works which shall include (but not be limited to) details of surfacing materials, surface water drainage, lighting, illuminations levels and timeframes for implementation;

**"Percival Court
Resurfacing and
Improvement Works"**

means the resurfacing and improvement works to Percival Court in accordance with the approved Percival Court Resurfacing and Improvements Plan which shall include (but not be limited

	to); resurfacing, provision of a means of surface water drainage and lighting installations;
"Plan 1"	The plan attached at Schedule One of this Agreement marked "Plan 1";
"Plan 2"	The plan attached at Schedule One of this Agreement marked "Plan 2";
"Plan 3"	The plan attached at Schedule One of this Agreement marked "Plan 3";
"Planning Application"	The full planning application for the demolition of existing buildings and the erection of a replacement building up to four storeys to include residential (C3); retail (E1); and flexible medical E uses and offices (E); hard and soft landscaping works including a residential podium; and associated works reference number HGY/2021/0441;
"Planning Obligations Monitoring Officer"	An officer of the Council from time to time allocated to deal with and monitor all obligations pursuant to this Agreement;
"Planning Permission"	The planning permission for the Development pursuant to the Planning Application;
"Plant Room"	A communal boiler plant room within the Development;
"Practical Completion"	Completion of the construction of the Affordable Housing Units so that they are ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Affordable Housing Units;
"Property"	All that land at 807 High Road, Tottenham, London shown for illustration purposes only edged red on Plan 1 attached as Schedule One;

"Resident"	A person who is resident in the Borough and such residency can be proved by the production of two valid proofs of address which are no more than two (2) months old;
"Residential Unit(s)"	means the 9 (nine) units of residential accommodation comprising 23 (twenty three) Habitable Rooms to be provided as part of the Development;
"Residents Parking Bay"	A parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
"Residents Parking Permit"	A parking permit issued by the Council allowing a vehicle to park in a Residents Parking Bay;
"Section 73 Permission"	Means any permission granted pursuant to Section 73 of the 1990 Act for the removal or variation of any of the conditions imposed on the Planning Permission;
"Total DEN Connection Costs"	Any costs incurred by the Owner directly related to connecting to the DEN including the DEN Connection Costs but not including the Excluded DEN Costs, such costs to be capped at the Deferred Carbon Offsetting Contribution and shall be no greater than the Deferred Carbon Offsetting Contribution;
"Work Placements"	Means the procurement of Residents aged 14+ to undertake work experience taking place for a minimum of 5 days (20hrs);
"Working Days"	Any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday.

2. Construction of this Agreement

- 2.1. Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement
- 2.2. Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 2.3. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner
- 2.4. Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise
- 2.5. Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it
- 2.6. References to any Party to this Agreement shall include the successors in title to that Party and to any person deriving title through or under that Party and in the case of the Council the successors to its respective statutory functions
- 2.7. The headings are for reference only and shall not affect construction
- 2.8. Any obligation, covenant, undertaking or agreement by any 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

3. Legal Effect and Commencement

- 3.1. This Agreement is made pursuant to: -

3.1.1. Section 106 of the 1990 Act

3.1.2. Section 111 of the 1972 Act

3.1.3. Section 16 of the 1974 Act

3.1.4. Section 1 of the 2011 Act

And any other statutory provisions

3.2. It is hereby agreed the obligations, restrictions and requirements contained in this Agreement are planning obligations pursuant to Section 106 of the 1990 Act (save for clause 4.1 payment of the Council's costs and paragraph 2 of Schedule Two on street parking permits) and 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 and as the highway authority in respect of the covenants and conditions in paragraph 3 of Schedule Two

3.3. Subject to clause 9 both positive and negative 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 their 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

3.4. It is hereby agreed between the Parties that (save in respect of this clause 3 and clause 4.1 (Costs) and clause 7.1 (Registration as a Local Land Charge) (which shall take effect on the date of this Agreement) the provisions of this Agreement will not take effect unless and until the Council has granted the Planning Permission

4. Costs

- 4.1. The Owner shall pay on completion of this Agreement the Council's reasonable legal costs and disbursements incurred with the drafting negotiation sealing and completion of this Agreement

5. The Owner's Covenants

- 5.1. The Owner covenants with the Council as set out in Schedule Two
- 5.2. The Owner covenants not to carry out or procure the Development without performing and observing the obligations stipulations and other matters set out in this Agreement unless otherwise agreed in writing by the Parties
- 5.3. Subject to compliance with all health and safety requirements the Owner covenants to permit the Planning Obligations Monitoring Officer access to the Property 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
- 5.4. The Owner covenants 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

6. Council's Covenants

- 6.1. 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
- 6.2. The Council covenants with the Owner as set out in Schedule Two
- 6.3. The Council covenants to issue the Planning Permission and as soon as reasonably practicable following completion of this Agreement

7. Local Land Charge

- 7.1. This Agreement is a Local Land Charge and shall be registered in the local land charge register maintained by the Council

8. Approvals

- 8.1. Where the agreement, approval, consent or expression of satisfaction is required by any Party under the terms of this Agreement, such agreement, approval or consent or expression of satisfaction shall subject to any statutory requirements not be unreasonably withheld or delayed
- 8.2. Any approval given by the Parties pursuant to this Agreement may be further varied from time to time pursuant to this Agreement with the written agreement of the relevant Parties
- 8.3. In this Agreement where consent or approval is required it shall not be deemed to be granted until requested in writing and approved or consented to in writing

9. Liability

- 9.1. No person shall be liable for any breach of any of the obligations or other provisions of this Agreement after it shall have parted with its entire interest in the part of the Property in respect of which the breach relates but without prejudice to liability for any subsisting breach arising prior to it parting with such interest (or part thereof)
- 9.2. The covenants restrictions and obligations herein shall not be binding or enforceable against:
- 9.2.1. any statutory undertaker carrying out its statutory functions;
 - 9.2.2. any individual owner, lessee or occupier of the Residential Units and their mortgagee save for the obligations within paragraph 2 of Schedule Two;
 - 9.2.3. Any individual occupier of a Commercial Unit save for the obligations within paragraph 2 and 9 of Schedule Two and to the extent that they relate to the relevant commercial units; and

9.2.4. Any party only acquiring an interest in the Property or any part thereof by way of registered legal charge or mortgage, unless that party takes possession of the Property or any part thereof in which case it will be bound by the obligations in this Agreement to the extent of its interest in the Property or any part thereof but not further or otherwise

10. Change in Ownership

10.1. The Owner agrees to give the Council written notice of any change in ownership of any of its interests in the Property occurring before all the obligations under this Agreement have been discharged within 15 Working Days of the date of the change such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Property or unit of occupation purchased by reference to a plan

11. Notices

11.1. Any notice to any of the Parties shall be deemed to be sufficiently served on the relevant Party if in writing and delivered personally or sent recorded delivery service or first-class post marked for the attention of the following officials/person (if stated) at the respective address quoting the planning reference HGY/2021/0441 and citing the clause and/or paragraph of this Agreement to which it relates:

11.1.1. The Owner at Lilywhite House 782 High Road, London N17 0BX; and

11.1.2. The Council to Planning Obligations Monitoring Officer at River Park House 225 High Road Wood Green London N22 8HQ

12. Notification/Other matters

12.1. 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

12.2. The Owner agrees with the Council to give 28 days prior written notice to the Planning Obligations Monitoring Officer of the following intended dates and occurrences of

- 12.2.1. The Implementation of the Development;
 - 12.2.2. The Commencement of the Development;
 - 12.2.3. The Occupation of the each Residential Unit; and
 - 12.2.4. The change of use of the Commercial Unit to residential use
- 12.3. If the Owner fails to give written notice of the Commencement Date to the Council in accordance with the above the Due Date for all sums payable to the Council under this Agreement shall be the date the Planning Permission is issued
- 12.4. The Owner 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 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
- 12.5. The Owner agrees declares and covenants with the Council that they 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 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
13. **VAT**
- 13.1. All sums payable and consideration given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable but in the event that value added tax is due or becomes due on any sum payment or consideration in this Agreement this shall be paid by the Owner in full and in addition to the sum payment or consideration due under this Agreement

14. Payment of Contributions

14.1. 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

14.2. Any financial contributions referred to in this Agreement as payable or to be applied by any Party other than the Council under this Agreement shall be paid or applied together with if such payment or application is made more than six months after the date of this Agreement a further sum ("A") being equal to the original sum payable ("B") multiplied by a figure being a fraction of which the Index figure last published at the date hereof is the denominator ("X") and the last Index figure published before the date such payment or application is made ("Y") less the last published Index figure at the date hereof ("X") is the numerator so that:

$$A = B \times \frac{(Y - X)}{X}$$

14.3. 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

15. Third Party Rights

15.1. No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 other than by a Party who is a successor in title or a successor in statutory function to a Party

16. Jurisdiction

16.1. The validity, construction and performance of this Agreement is governed by and construed in accordance with the law of England and Wales and any dispute or claim arising out of or in connection with it or its subject matter or formation shall also be governed by and construed in accordance with the law of England and Wales.

16.2. Each Party irrevocably waives any objection which it may have now or hereafter to proceedings being brought in the courts of England and Wales and any claim that proceedings have been brought in an inconvenient forum. Each Party further irrevocably agrees that a judgment in any proceedings brought in the courts of England and Wales will be conclusive and binding upon each Party and may be enforced in the courts of any other jurisdiction.

17. Delivery

17.1. The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been executed and dated

18. Miscellaneous

18.1. Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement

18.2. This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to their implementation

18.3. Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement

18.4. 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 purpose of the 1990 Act or as a highway authority under the 1980 Act or as 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

18.5. 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 the right any time subsequently to enforce all the terms of this Agreement

19. Non-Compliance

19.1. In the event of any non-compliance with any of the provisions of this Agreement the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance

20. Confirmation of Interest

20.1. 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

21. Dispute Resolution

21.1. Save for matters of construction (which shall be matters for the Courts) any dispute or disagreement arising under this Agreement including questions of value or any question of reasonableness may be referred at the instance of any Party for determination by a single expert whose decision shall be final and binding on the Parties concerned ("the Expert") PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions

21.2. The following provisions and terms of appointment shall apply to such disputes or disagreements and questions:

21.2.1. The Expert shall have at least 10 years post qualification experience in the subject matter of the dispute;

21.2.2. The Expert shall have expertise relating to the issue in dispute and agreed between the Parties to the dispute or appointed by the President of the Royal Institution of Chartered Surveyors at the request of any Party to the dispute;

- 21.2.3. The Party calling for the determination shall make written submission to the Expert and the other Parties to the dispute within 10 working days of the Expert's appointment;
- 21.2.4. The other Parties shall have 21 working days from receipt or such extended period as the Expert shall allow to respond;
- 21.2.5. The Expert shall be given an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties to the dispute or in the event of disagreement by the Parties to the dispute individually;
- 21.2.6. The Expert's decision shall be in writing and give reasons for his decision; and
- 21.2.7. The Expert may require his fees to be met by any Party to the dispute and in the event of such a requirement the Expert's fees shall be met by the Party required to meet them

22. Section 73 Permission

22.1. Unless otherwise agreed between the Parties, if a Section 73 Permission is granted by the Council in relation to the Development, then with effect from the date that each such Section 73 Permission is granted:

22.1.1. the obligations in this Deed shall (in addition to continuing to bind the Property in respect of the Planning Permission) relate to and bind all subsequent Section 73 Permissions and the Property itself without any further act by the Parties;

22.1.2. the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the Section 73 Permission granted pursuant to any such application and the development permitted by such Section 73 Permission

PROVIDED THAT:

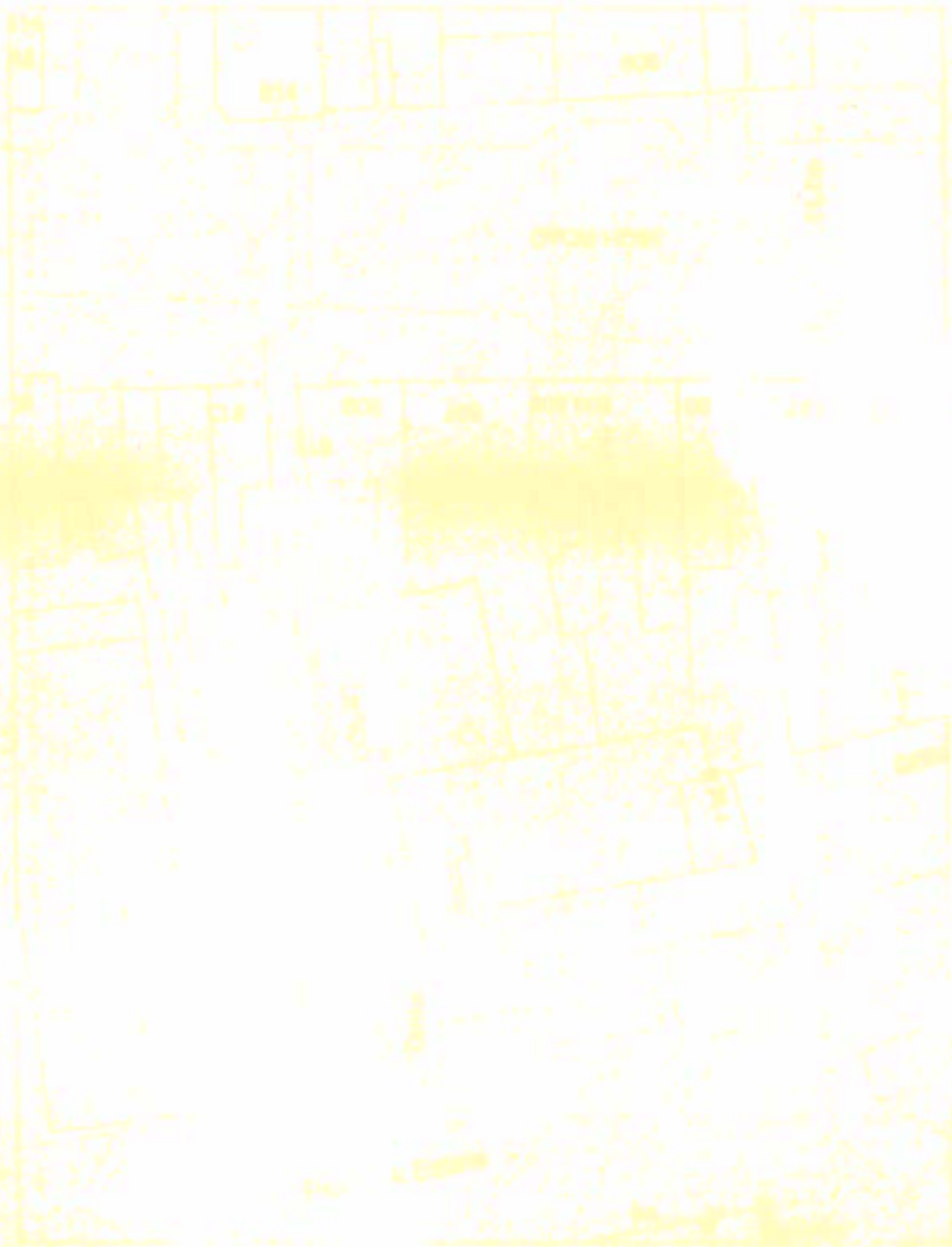
22.2. nothing in this clause shall fetter the discretion of the Council in determining any application(s) under Section 73 of the 1990 Act and in particular shall not prevent the Council from requiring a variation to or modification of this Deed as a pre-condition of the grant of any Section 73 Permission; and

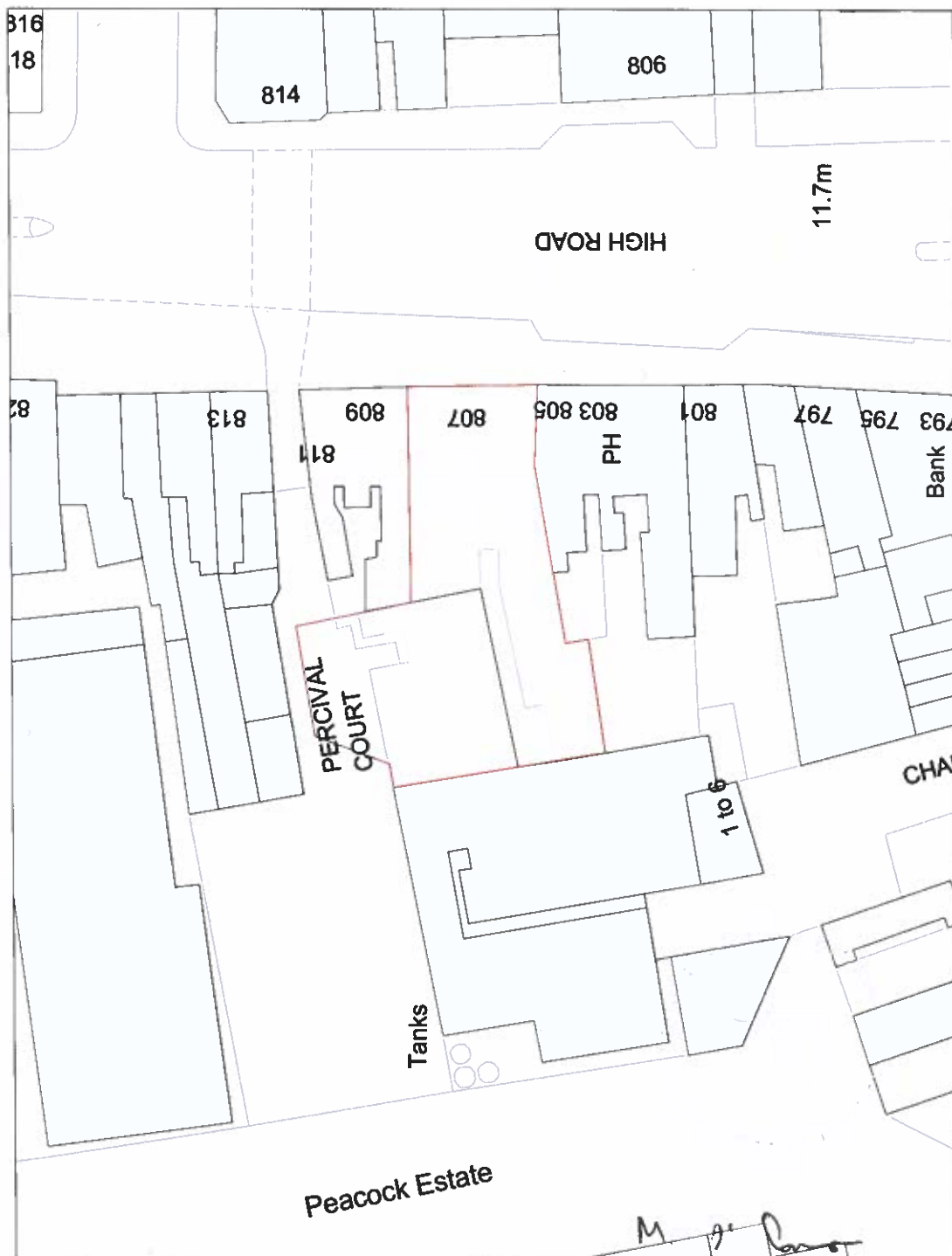
22.3. to the extent that any of the obligations in this Deed have already been discharged at the date that any Section 73 Permission is granted they shall remain discharged for the purposes of the Section 73 Permission.

Plan

SCHEDULE ONE

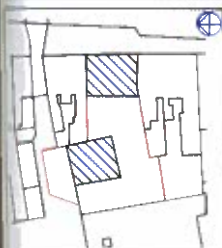
The Plans

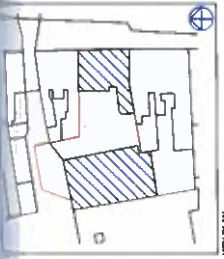




mmx

Senior Lawyer - Contracts

[illegible]



NOTES
 1. The site is located within the High Road Conservation Area.
 2. The site is currently used as a car park.
 3. The site is proposed for development as a residential property.
 4. The development is proposed to be a 2-bedroom house.
 5. The development is proposed to be a detached house.
 6. The development is proposed to be a semi-detached house.
 7. The development is proposed to be a terraced house.
 8. The development is proposed to be a row of houses.
 9. The development is proposed to be a block of flats.
 10. The development is proposed to be a commercial property.



Amend

REVISION	DATE	BY	DESCRIPTION
1	10/01/2018	AM	Initial Design
2	10/01/2018	AM	Revised Design
3	10/01/2018	AM	Final Design

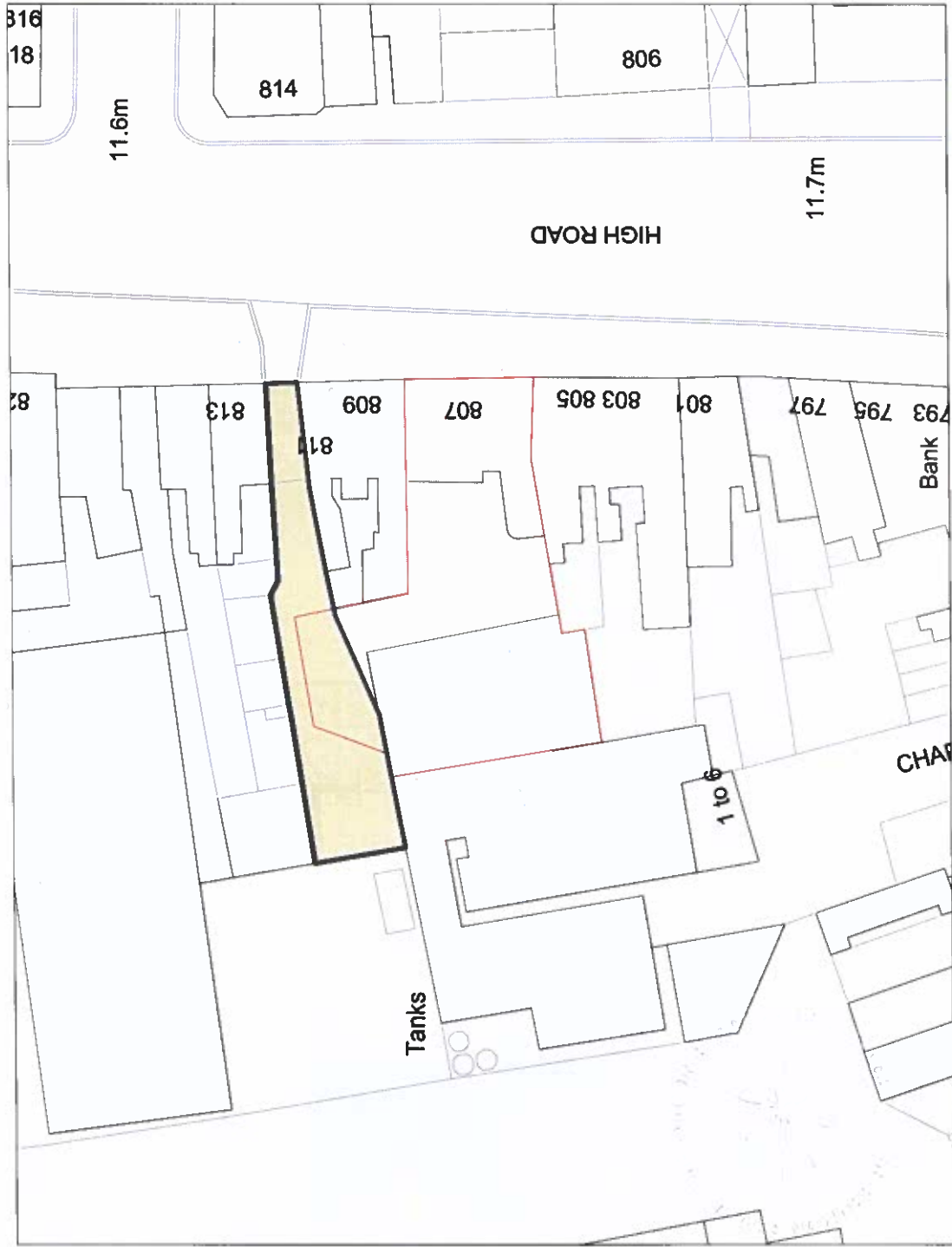
ARCHITECTURE + INTERIORS
 1. 100 High Road, London, N17 8BB
 2. 020 7537 8332
 3. info@architects.com

Approved for Planning purposes, signed dimensions only are to be used for the planning application. All other dimensions are for information only. All dimensions must be checked on site prior to works. Any discrepancies must be reported to the architect immediately. The architect is not responsible for any errors or omissions in the drawings.

Project Name
 807 HIGH ROAD
 LONDON
 N17 8ER

Project Number
 807H-1000-ZZ-100-GA-A-0803

DATE	REVISION	DESCRIPTION
27/07/21	1	Initial Design
27/07/21	2	Revised Design
27/07/21	3	Final Design



M. D. Amor
 Senior Lawyer - Contracts





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PROPOSED GA PLAN LOT - FIRST FLOOR

DATE	06/03/20	STATUS	PLANNING
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Checked By		Approved By	Scale	Size	Project Ref
AL	AB	DB	1:100	A1	190411

Project	Agent	Zone Level	Type/Rate	Overriding No.	Revision
					04

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SCHEDULE TWO

OWNER'S OBLIGATIONS

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

1. EMPLOYMENT AND SKILLS PLAN

- 1.1. To commit a named senior level individual to participate in and engage with the Employment and Skills Team, including any Construction Partnership by working in partnership with the Assigned Officer to:
 - 1.1.1. meet the requirements of the Employment and Skills Plan and notified Construction Partnership; and to
 - 1.1.2. to use all reasonable endeavours to ensure efficient management and supply of Residents for employment and training opportunities on Implementation of the Development PROVIDED THAT the Owners 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.
- 1.2. Not to Implement or cause or permit Implementation unless and until the individual to be appointed pursuant to paragraph 1.1 of this Schedule has been named to the Council
- 1.3. No later than 28 days prior to the intended Implementation Date to submit to the Council an Employment and Skills Plan to the Council for approval and the Council shall either approve the Employment and Skills Plan or confirm that the Employment and Skills Plan is not approved (together with reasons why it is not approved)
- 1.4. To amend and re-submit the Employment and Skills Plan until such time as it is approved by the Council
- 1.5. The Employment and Skills Plan to be submitted in accordance with paragraph 1.3 of this Schedule shall include a detailed programme, procurement schedule, recruitment protocols and labour histogram stipulating the following requirements:
 - 1.5.1. a target of the procurement of not less than 20% of the workforce employment during the Construction Phase of the Development to comprise Residents;

- 1.5.2. in the event that the target set in 1.5.1 above is impractical for reasons notified to the Assigned Officer and despite all reasonable endeavours by the Owner then the Owner and the Council shall seek to resolve this at the very earliest opportunity (including meeting not less than once per fortnight) with a view to establishing an alternative target;
- 1.5.3. the provision of training including pre-employment training and training to obtain basic qualifications such as certification under the Construction Skills Certification Scheme to that part of the onsite workforce comprising Residents referred to in paragraph 1.5.1 above and the employment of full-time apprenticeships on the basis of one Apprentice per £3 million of development cost up to a maximum of 10% of the total construction workforce 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 in accordance with paragraph 1.10 to 1.12 of this Schedule;
- 1.5.4. in the event that the target set in paragraph 1.5.3 of this Schedule is impractical for reasons notified in writing to the Assigned Officer and despite all reasonable endeavours by the Owner then the Owner and the Council shall seek to resolve this at the very earliest opportunity (including meeting not less than once per fortnight) with a view to establishing an alternative target;
- 1.5.5. explaining how the Owner and its contractors' agents shall work with the Employment and Skills Team and Construction Partnership to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development during the Construction Phase and specifically setting out a mechanism and protocols to demonstrate how the Owner and its contractors will work with the Employment and Skills team to meet the targets set out in paragraphs 1.5.1 and 1.5.3 of this Schedule;
- 1.5.6. explaining how the owners and lease holders and users of the Development following the Occupation Date shall work with the Employment and Skills Team to maximise the employment and training opportunities for Residents including jobs and apprenticeships arising from the Development;

- 1.5.7. regular liaison with the Assigned Officer to help suppliers and businesses which are based in the Borough to tender for such works as may be appropriate for them to undertake;
 - 1.5.8. the provision of opportunities for unemployed and economically inactive Residents to undertake Work Placements;
 - 1.5.9. 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, that it has regard to the specific demographic characteristics of Residents in its proposed activities and that it shall prioritise and support the priority groups identified by the Council
 - 1.5.10. provision of no fewer than five Work Placements working with the Council's nominated partners;
 - 1.5.11. the provision to the Assigned Officer of such information as is reasonably required to ensure compliance with the requirements of the Approved Employment and Skills Plan (including but not limited to monthly summaries of details of the above opportunities provided to Residents), such information to be provided to the Council directly by the Owners in an agreed format; and
 - 1.5.12. how the Owner shall ensure that it shall obtain consent from all employees contractors and agents to ensure that the information required under paragraph 1.5.11 of this Schedule above can be provided to the Council in compliance with all data protection act and other statutory requirements.
- 1.6. The Employment and Skills Plan shall contain sufficient information to enable the Council to assess the quantum of the Apprenticeship Support Contribution
 - 1.7. Not to Implement or cause or permit Implementation unless and until the Employment and Skills Plan has been approved in writing by the Council ("the Approved Employment and Skills Plan") and not to carry out or procure or permit the carrying out or Occupy or permit the Occupation of the Development otherwise that in accordance with the Approved Employment and Skills Plan

- 1.8. Not to Implement or cause or permit Implementation unless and until the Apprenticeship Support Contribution has been received in full by direct bank transfer to the Council's bank account in accordance with clause 14
- 1.9. To work with the Employment and Skills Team and Construction Partnership (as notified) to maximise the employment and training opportunities including jobs and apprenticeships arising from the Development on first Occupation that will be available to Residents
- 1.10. For the purpose of placing a Resident or an Apprentice in accordance with the requirements of the Employment and Skills Plan (as specifically required pursuant to paragraphs 1.5.1 and 1.5.3 of this Schedule), the Owner shall give priority to the Council's Employment and Skills Team to source a candidate from their own pool of candidates for a period of 48 hours from the point the Council is notified of each vacancy.
- 1.11. In the event that the Council's Employment and Skills Team is unable to submit a suitable candidate within the 48-hour priority period in accordance with the requirements of paragraph 1.10 of this Schedule the Owner and its contractors shall continue to work with the Council's Employment and Skills Team to identify and place a candidate but the Owner shall be free to seek to fill the vacancy through other recruitment conduits including the Tottenham Hotspur Foundation.
- 1.12. For the avoidance of doubt the obligations in paragraphs 1.10 and 1.11 of this Schedule shall only apply in respect of the Owner's obligations pursuant to paragraphs 1.5.1 and 1.5.3 of this Schedule
- 1.13. To state clearly in tender documentation, prior to selecting the main contractor, that they will instruct their contractor to engage with the Employment and Skills Team and Construction Partnership (as notified) and that the obligations in paragraph 1 of this Schedule shall be complied with by any appointed contractor of any sub-contractor who must likewise engage with the Assigned Officer SUBJECT ALWAYS to the proviso at paragraph 1.1.2 above
- 1.14. To inform the lease holders and end users of the Employment and Skills Team and Construction Partnership (as notified) to secure employment opportunities for Residents and to use all reasonable endeavours to procure that the occupying business promote

such opportunities in hospitality, leisure, cultural/creative work, health and social care, retail, finance and business

2. RESTRICTION ON APPLICATION FOR RESIDENTS ON STREET PARKING PERMITS

- 2.1. Occupiers and residents of the Development, successors in title to the Owner or those holding rights in succession to those of the Owner or deriving through the Owner's title covenant will not be eligible to make an application to the Council for a Residents Parking Permit
- 2.2. In the event that a Resident's Parking Permit is issued in respect of the Development it shall be surrendered to the Council within 7 days of a written demand therefor from the Council
- 2.3. Prior to the Occupation of each Residential Unit any resident thereof shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Residents Parking Permit from the Council and any disposal license transfer lease or tenancy to any such resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of paragraphs 2.1 and 2.2 of Schedule Three above in substantially the form set out below:

"the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit."

2.4. Any advertisement in relation to the marketing or sale of any Residential Unit is to include specific reference that the Development is a subject to the restrictions in this paragraph 2 of Schedule Three

2.5. The provisions of paragraphs 2.1 and 2.2 of Schedule Three shall not apply in respect of any occupier or resident of the Development who is a Blue Badge Holder

3. ADJOINING PUBLIC HOUSE

3.1. To ensure that marketing materials given to each Occupier or prospective Occupier of the Residential Units for both rent and sale will contain information about the existence and location of Bricklayers Arms Public House Beer Garden.

3.2. To ensure that the lease of each Residential Unit will contain information about the existence and location of Bricklayers Arms Public House Beer Garden.

4. CONNECTION TO DEN

4.1 The Parties agree and acknowledge that:

(A) The Council fully intends to develop the DEN either directly or indirectly and will expect the Development to connect to the DEN, however at the date of this Agreement there is no programme for such connection to take place nor any available details of the commercial terms of such connection

(B) The Owner shall ensure the Development is designed to take a heat supply from the DEN to serve the heat demands of the future occupiers of the Development PROVIDED THAT:

(1) the Owner shall only be required to comply with design requirements which have been communicated by the Council in writing to the Owner as at the date of this Agreement or which are subsequently agreed between the Owner and the DEN Provider; and

(2) the Owner shall not be required to incorporate any design requirements which did not form part of the Application

(C) The Owner shall co-operate and work with the DEN Provider in the Council's effort to develop the DEN, such co-operation shall include:

- (1) consulting with the DEN Provider on the terms of the DEN Provider's proposed DEN Connection Notice and providing a view on whether or not the terms are acceptable and whether they intend to connect to the DEN;
- (2) unless otherwise agreed with the Council, meeting the DEN Provider twice per year from the date of this Agreement to discuss the terms of the proposed DEN Connection Notice;
- (3) providing such information relating to the categories set out within the definition of DEN Feasibility Study as the DEN Provider may reasonably request, PROVIDED THAT the DEN Provider may not make more than one such request per quarter;

AND PROVIDED FURTHER THAT the Owner's obligations in this - paragraph 4.1(C) shall cease on service of the DEN Connection Notice

(D) The Owner shall use all reasonable endeavours to negotiate suitable supply and connection agreements and arrangements and mechanisms to allow the DEN Provider access to the energy centre within the Property to achieve the connection of the Development to the DEN in line with the parameters set out in this paragraph 4.1 PROVIDED THAT the commercial terms put forward by the DEN Provider are satisfactory to the Owner acting reasonably and more particularly the criteria set out in paragraph 4.1(J) are met;

(E) The Owner covenants with the Council that the Development will be designed and shall be constructed in accordance with the DEN Specification and to enable the DEN Provider to carry out the future retrofit of such equipment as may be reasonably anticipated (at the time of this Agreement) to be necessary for facilitating a future connection to the DEN. This future proofing for

connection shall include unless otherwise agreed by the Council, for any Plant Room:

- (a) providing tees, isolation valves and controls capacity in the Plant Room to facilitate the connection of an interfacing heat exchanger at a later date;
- (b) space identified for heat exchangers and other required equipment to allow connection and to ensure that heat supply to all Residential Units is not interrupted during this installation; and
- (c) that there is sufficient space around the equipment to ensure full access for maintenance, installation and replacement as required

provided that this paragraph shall not require the Owner to make structural changes to the Plant Room or relocate major items of plant within the Plant Room

- (F) Subject to paragraph 4.1(J)(5), if at any time the DEN Provider procures the installation of the DEN and the DEN has sufficient capacity to serve the needs of the Development, the DEN Provider may serve upon the Owner a DEN Connection Notice.
- (G) In the event that the DEN Provider serves a DEN Connection Notice as above, the Owner shall submit to the Council a DEN Feasibility Study for the Council's approval (as approved, the "Approved DEN Feasibility Study")
- (H) The Owner shall provide the DEN Feasibility Study and any further information or documentary evidence reasonably requested by the Council or the DEN Provider in relation to the DEN Feasibility Study accurately and in good faith (and shall bear its own costs in the production of the DEN Feasibility Study).

(I) If the Approved DEN Feasibility Study shows that it is feasible and financially viable to connect the Development to the DEN and the Owner agrees to connect to the DEN, then the Owner shall:

- (1) pay the DEN Connection Costs to the Council or the DEN Provider (if nominated by the Council);
- (2) use reasonable endeavours to agree to the DEN Design with the Council and the DEN Provider (if nominated by the Council) (as approved, the "Approved DEN Design"); and
- (3) enter into the necessary agreement to confirm connection and use all endeavours to connect to the DEN in accordance with the Approved DEN Feasibility Study and Approved DEN Design within a reasonable period following the Council's approval of an Approved DEN Feasibility Study that shows the connection to be feasible and financially viable.

(J) When seeking to agree upon the outcomes of the DEN Feasibility Study and the DEN Design, the Parties shall give regard to the following principles:

- (1) The Owner shall not be required to do anything that would:
 - (i) result in heat being provided to the Development (and/or the occupiers thereof) on commercial terms that are considered excessive to the Owner acting reasonably;
 - (ii) materially delay or increase the cost or reduce the value of the Development (but without regard to the Excluded DEN Costs);
 - (iii) require the Owner to carry out any works or incur any expenditure beyond the Total DEN Connection Costs and for the avoidance of doubt this shall include (without limitation) any works or costs relating to any physical

infrastructure work beyond the Development unless otherwise agreed between the Parties;

(iv) put the Owner in breach of any statutory requirement; or

(v) put the Owner in breach of its obligations under Section 20 of the Landlord and Tenant Act 1985 (or any provision replacing them);

(2) The Owner shall not be required to connect the Development to the DEN unless the DEN Connection Notice contains reasonable evidence that each of the requirements set out within paragraphs (a) through (g) of the definition of DEN Connection Notice are or will be satisfied in respect of the DEN.

(3) The DEN Provider shall be responsible for carrying out the Agreed Connection Works and for procuring the connection of the Development to the DEN and any internal pipework required to connect the DEN to each plant room, such that a heat supply is available to the Development from the DEN;

(4) In the event that the DEN Connection Notice is served and the provisions of Section 20 of the Landlord and Tenant Act 1985 (and any provisions replacing them ("s20")) apply and if having complied with its obligations under s20 such connection through consultation and/or dispensation is not secured or if a resident successfully challenges the connection arrangements through the First Tier Tribunal procedures then the Owner shall be under no obligation to connect the Development to the DEN;

(5) A DEN Connection Notice may be served at any time up to 9 years following the date of this Agreement and for the avoidance of doubt if no such DEN Connection Notice is served within this period then the Owner shall be released from all obligations within this paragraph 4.1.

4.2 If either:

- (A) On the ninth anniversary of this Agreement the DEN Provider has not served a DEN Connection Notice; or
- (B) On the tenth anniversary of this agreement the DEN Provider has served a DEN Connection Notice but the Owner has not been required to connect to the DEN in accordance with the terms of this Agreement;

then paragraph 4.3 of Schedule Three shall apply (but that paragraph shall not apply otherwise).

- 4.3 To pay the Deferred Carbon Offsetting Contribution (approved by the Council as part of the Approved Energy Plan) (subject to Indexation from the date that the Energy Plan is approved by the Council until the date that the Deferred Carbon Offsetting Contribution is paid) within 90 Working Days of the tenth anniversary of the date of this Agreement.**

5. ENERGY

- 5.1. Not to Commence or cause or permit Commencement until the Energy Plan has been submitted to and approved by the Council ("the Approved Energy Plan") and thereafter not to Commence or carry out the Development otherwise than in accordance with the Approved Energy Plan**
- 5.2. To amend and re-submit the Approved Energy Plan until such time as it is approved by the Council**
- 5.3. To bear all costs in relation to the Energy Plan and pay to the Council within 21 Working Days of demand therefor the reasonable and proper costs of an independent consultant engaged by the Council to verify the Energy Plan and if applicable the amount of the Carbon Offsetting Contribution**
- 5.4. To provide the Energy Plan and any further information or documentary evidence requested by the Council in relation to the Energy Plan accurately and in good faith and to provide the Council any further information or documentary evidence within 10 Working Days of such request**

- 5.5. In the event that the Approved Energy Plan shows that the Carbon Offsetting Contribution is payable not to Commence or cause or permit Commencement until 50% of the Carbon Offsetting Contribution has been received by direct bank transfer to the Council's bank account in accordance with clause 14 and not to Occupy or suffer or permit Occupation until the remaining 50% of the Carbon Offsetting Contribution has been received by direct bank transfer to the Council's bank account in accordance with clause 14
- 5.6. To provide data in respect of the energy performance of the Development to the GLA's Energy Monitoring Platform in accordance with the Mayor of London's 'Be Seen' Energy Monitoring Guidance

6. CONSIDERATE CONSTRUCTORS

- 6.1. Not to Implement or permit Implementation unless and until the Development has been registered with the Considerate Constructor's Scheme and provided evidence of such registration to the Council
- 6.2. To ensure that the Development is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner shall forthwith take any steps reasonably required by the Council to remedy such non-compliance
- 6.3. Not to Occupy or suffer or permit Occupation unless the Owner has obtained an assessment from a representative of the Considerate Constructors Scheme of the performance of the construction of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt

7. MONITORING COSTS

- 7.1. Not to Commence or cause or permit Commencement until such time as the Council has received the Monitoring Costs in full by direct bank transfer to the Council's bank account in accordance with clause 14

8. AFFORDABLE HOUSING CONTRIBUTION

- 8.1. Not to convert or permit the conversion of the Commercial Unit on first floor of Block A to residential use under permitted development rights or otherwise within 5 years of its first Occupation unless the Affordable Housing Contribution has been paid to the Council.
- 8.2. To pay the Council's reasonable and proper costs associated with the determination of the quantum of the Affordable Housing Contribution.

Monitoring

- 8.3. The Owner acknowledges and agrees that after the Council's notification pursuant to paragraph 9.6 above that an Affordable Housing Contribution is required the Council may report to the GLA the amount of the Affordable Housing Contribution.

9. CAR CLUB

- 9.1. To ensure that the first household to Occupy each of the one (1) or two (2) bed Residential Units at the Development is offered free membership of a Car Club and a credit of FIFTY POUNDS (£50.00) per annum for a period of two (2) years from the Occupation Date of their Residential Unit PROVIDED THAT during this two (2) year period the Owner shall not be obliged to offer memberships and credit to more than two (2) occupiers of each Residential Unit at the Development.
- 9.2. To ensure that the first household to Occupy the three (3) bed Residential Unit at the Development is offered free membership of a Car Club and a credit of ONE HUNDRED (£100.00) per annum for a period of three (3) years from the Occupation Date of their Residential Unit PROVIDED THAT during this three (3) year period the Owner shall not be obliged to offer memberships and credit to more than two (2) occupiers of each Residential Unit at the Development.
- 9.3. For three years from the Occupation Date of each Residential Unit to provide marketing literature to the residents of that Residential Unit PROVIDED THAT this marketing literature shall include the incentives detailed in clauses 10.1 and 10.2 above.

- 9.4. In the event that any Occupier of a Residential Unit notifies the Owner that instead of using the Car Club they will instead purchase a bicycle the Owner shall instead of providing the credit pursuant to clauses 10.1 and 10.2 above pay the Occupier the equivalent of that credit by way of voucher (to the value of at least £100) only due to the Residential Unit less any credit already paid for the purposes of purchasing a bicycle.

10. RESURFACING AND IMPROVEMENTS TO PERCIVAL COURT

- 10.1. Prior to the Implementation Date to submit the Percival Court Resurfacing and Improvements Plan to the Council for approval and in the event of any refusal by the Council to approve the Percival Court Resurfacing and Improvements Plan to pay regard to the Council's reasonable reasons for such refusal and to resubmit the Percival Court Resurfacing and Improvements Plan as amended having regard to the Council's reasonable reasons for refusal.
- 10.2. Not to Implement or cause or permit Implementation until the Percival Court Resurfacing and Improvements Plan has been submitted to and approved in writing by the Council.
- 10.3. Prior to the Occupation Date to use Best Endeavours to ensure that the Percival Court Resurfacing and Improvement Works are carried out in accordance with the Percival Court Resurfacing and Improvements Plan.
- 10.4. Not to Occupy or cause or permit Occupation until either:
- 10.4.1. the Percival Court Resurfacing and Improvement Works have been completed to the satisfaction of the Council and the Council has confirmed its approval of the Percival Court Resurfacing and Improvement Works in writing; or
 - 10.4.2. The Owner has demonstrated to the Council's satisfaction that having used its Best Endeavours for a period of 6 months it has been unable to secure the necessary consents required in order to permit it to carry out the Percival Court Resurfacing and Improvement Works

10.5. In the event that pursuant to paragraph 10.4.2 of this Schedule the Owner has demonstrated to the Council's satisfaction that it has used Best Endeavours for a period of 6 months but been unable to secure the necessary consents to permit it to carry out the Percival Court Resurfacing and Improvement Works, the Council shall (upon written request from the Owner) issue confirmation that the obligation in paragraph 10.3 has been discharged and that the restriction on Occupation in paragraph 10.4 no longer applies.

10.6. Where the Percival Court Resurfacing and Improvement Works have been carried out and completed to ensure that the area subject to those works is maintained for the life of the Development.

SCHEDULE THREE

CONSIDERATE CONSTRUCTORS SCHEME

Considerate constructors seek to improve the image of the construction industry by striving to promote and achieve best practice under the Code.

The Code of Considerate Practice outlines the Scheme's expectations and describes those areas that are considered fundamental for registration with the Scheme.

The Code is in five parts and contains a series of bullet points. Each section of the Code contains an aspirational supporting statement and four bullet points which represent the basic expectations of registration with the Scheme.

The Code of Considerate Practice applies to all registered sites, companies and suppliers regardless of size, type or location.

Care about Appearance

Constructors should ensure sites appear professional and well managed

- Ensuring that the external appearance of sites enhances the image of the industry.
- Being organised, clean and tidy.
- Enhancing the appearance of facilities, stored materials, vehicles and plant.
- Raising the image of the workforce by their appearance.

Respect the Community

Constructors should give utmost consideration to their impact on neighbours and the public

- Informing, respecting and showing courtesy to those affected by the work.
- Minimising the impact of deliveries, parking and work on the public highway.
- Contributing to and supporting the local community and economy.
- Working to create a positive and enduring impression, and promoting the Code.

Protect the Environment

Constructors should protect and enhance the environment

- Identifying, managing and promoting environmental issues.
- Seeking sustainable solutions, and minimising waste, the carbon footprint and resources.
- Minimising the impact of vibration, and air, light and noise pollution.
- Protecting the ecology, the landscape, wildlife, vegetation and water courses.

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

- Having systems that care for the safety of the public, visitors and the workforce.

- Minimising security risks to neighbours.
- Having initiatives for continuous safety improvement.
- Embedding attitudes and behaviours that enhance safety performance.

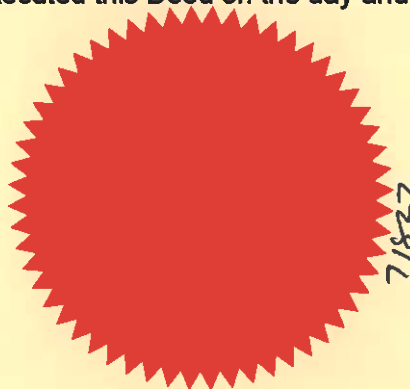
Value their Workforce

Constructors should provide a supportive and caring working environment

- Providing a workplace where everyone is respected, treated fairly, encouraged and supported.
- Identifying personal development needs and promoting training.
- Caring for the health and wellbeing of the workforce.
- Providing and maintaining high standards of welfare.

IN WITNESS whereof the Parties hereto have executed this Deed on 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:)
)
)
)



M. D. Connor

Authorised officer:

Senior Lawyer - Contracts

Executed as a Deed by
HIGH ROAD WEST
(TOTTENHAM) LIMITED
acting by a Director in the presence of:)
)
)

Director:

Signature of witness

Name

MARIA GEORGINA

Address

782 HIGH RD
N17 0BX