


5.14 The Owner shall submit a report to the Council at the end of years 1, 3 and 5 and then every other year or until the date on which the Residential Travel Plan Incentives Fund is fully expended whichever date is earlier, setting out details of the take up of the Residential Travel Plan Incentives.

5.15 The Travel Plan shall ensure the promotion of Car Club vehicles close to the Development.

5.16 Should any of the Residential Travel Plan Incentive Fund remain following the expiry of 5.5 years from First Occupation of the Development this shall be used to fund alternative measures or initiatives that support the objectives and targets of the Travel Plan and any subsequent Travel Plan Reviews.

5.17 The Council covenants to:

~~a) consult with Transport for London in relation to the draft Travel Plan;~~

 b) a) notify the Owner of any amendments it requires to the draft Travel Plan (or to any revisions made) as soon as reasonably practicable and in any event within ^{2 months} ~~6 weeks~~ of receiving the draft Travel Plan (or such revisions); and

e) b) approve the draft Travel Plan (or any revisions thereto) in writing as soon as reasonably practicable and in any event within 6 weeks of receiving the draft Travel Plan (or such revisions).

6. TRAVEL PLAN MONITORING CONTRIBUTION

6.1 The Owner covenants to pay the Travel Plan Monitoring Contribution to the Council upon completion of this Deed.

6.2 The Council covenants to expend the Travel Plan Monitoring Contribution only on monitoring the Owner's compliance with its obligations in clause 5 above.

6.3 Unless otherwise provided for in this Deed in the event the Travel Plan Monitoring Contribution or any part thereof is not expended or committed by the Council within the period of five years from the date of Occupation of the final Residential Unit the Council shall following receipt of a request from the Owner return such unexpended balance or part thereof to the person who paid the relevant monies together with any interest accrued thereon.

7 AFFORDABLE HOUSING

7.1 The Owner shall transfer a freehold interest or a leasehold interest to the Council or the Council's Nominee being a Registered Provider agreed by the Council (evidence of such transfer shall be provided to the Council's Housing Development Partnership Manager) for a term of not less than 125 years on a full repairing and insuring basis for each of the Affordable Housing Units free from all encumbrances (other than those on the title of the Land at the date of this Deed) and free from all financial charges in respect of the Affordable Housing Units upon the following basis:

- (a) the Owner shall procure that the Affordable Housing Units shall be built in accordance with the most recently published London Housing Design Guide in force at the date of this Deed;
- (b) subject to clauses 2.1, (e), (f) and (h) of this Deed not to allow or permit the Affordable Rented Units to be Occupied otherwise than as Affordable Rented Units;
- (c) subject to clause 7.1 of this Deed the price to be paid by the Council or the Council's Nominee shall be at a level that allows the Affordable Rented Units to be paid for through rents to be charged as Affordable Rent;
- (d) subject to clause 2.1 of this Deed the Affordable Housing Units shall be Occupied only by persons who are in Housing Need;
- (e) the Owner shall procure that the Council or the Council's Nominee shall grant to the Council the right to nominate suitable households to the Affordable Rented Units in accordance with the London Borough of Barnet's published allocation policy and the provisions of this Deed to be agreed with the Council;
- (f) the price to be paid by the Council or the Council's nominee shall be at a level that allows the units to be paid for through the rents to be charged at levels defined as Affordable Rent and for Shared Ownership Units at a level that allows the Shared Ownership Units to be sold to suitable occupiers at an initial share of between 25% and 75% of the market value;
- (g) the Owner shall take reasonable steps to procure that the Council or the Council's Nominee will ensure that at least one third of the Shared Ownership Units are sold for Shared Ownership to Households on Intermediate Incomes at an initial premium of 25% of open market value PROVIDED ALWAYS

THAT if the Council, Council's Nominee or the Owner is unable to sell one or more Shared Ownership Units at 25% of open market value after marketing the said unit(s) for three months from Practical Completion then the Council, Council's Nominee or the Owner shall be entitled to offer the said unit(s) at a higher percentage as approved by the Council in writing (such approval not to be unreasonably withheld or delayed);

- (h) the Council or Council's nominee shall take all reasonable steps and use its reasonable endeavours to ensure that the Shared Ownership Units are sold in accordance with this Deed however should there be insufficient persons who are in Housing Need to purchase such Shared Ownership Units within three months of the Shared Ownership Units being ready for Occupation the Council or the Council's Nominee may sell the unit(s) in accordance with their own sales policy giving priority to people residing in Barnet and thereafter the North London Sub Region.

7.2 The Owner covenants with the Council that no more than 75% of the Open Market Housing Units shall be Occupied until:-

7.2.1 (unless the Owner is already a Registered Provider) it has granted a Registered Provider a freehold or 125 year leasehold interest in each of the Affordable Housing Units in accordance with the provisions of the Clause 7 of this Deed; and

7.2.2 the Affordable Housing Units have been constructed and have reached Practical Completion upon the terms and conditions contained in clause 7 of this Deed.

7.3 Prior to Practical Completion of the Affordable Housing Units, the Owner must ensure, in accordance with all statutory requirements in force at the time that:

- a) all highways (if any) and sewerage and drainage serving the Affordable Housing Units are in place;
- b) all private roads footways and footpaths (if any) serving the Affordable Housing Units are in place and constructed and completed to the reasonable satisfaction of the Council's Director of Place (or such other officer as may be advised to the Owner); and

- c) all private sewage and drainage pipes channels and gutters and all mains water gas and electricity pipes and cables serving the Affordable Housing Units are in place and constructed laid and completed to the reasonable satisfaction of the Council's Director of Place (or such other officer as may be advised to the Owner).

7.4 The Owner shall give the Council not less than three calendar months prior written notice of the anticipated date of Practical Completion of the Affordable Housing Units to the Council's Housing Association Development Officer (or such other officer as may be advised by the Council) at North London Business Park, Building 4, Oakleigh Road South, London N11 1NP.

8 REVIEW OF AFFORDABLE HOUSING

- 8.1 On Occupation of 80% of the Open Market Housing Units the Owner shall submit to the Council for their consideration the Financial Viability Appraisal with the Completion Statements together with an estimate of the Affordable Housing Commuted Sum based on the Financial Viability Appraisal and Completion Statements
- 8.2 The Council or an Independent Expert appointed on behalf of the Council shall carry out the Affordable Housing Assessment within 20 Working Days of receipt of the Financial Viability Appraisal and if the Council accepts the Owner's calculation of the Affordable Housing Commuted Sum the Council shall serve the Affordable Housing Payment Notice notifying the Owner of the payment which is due and shall pay to the Council the Affordable Housing Assessment Fee.
- 8.3 If the Council does not accept the Owner's calculation of the Affordable Housing Commuted Sum the Council may appoint an Independent Expert in consultation with the Owner to review the Financial Viability Appraisal and the Owner shall pay to the Council the Affordable Housing Assessment Fee.
- 8.4 If following receipt of the report of an Independent Expert the Council and the Owner cannot reach agreement on the Affordable Housing Commuted Sum either party may refer the matter under the dispute resolution procedure under clause 20 of this Deed and the decision of the arbitrator shall be binding on the parties.
- 8.5 The Owner shall not permit Occupation of the final ten (10) Residential Units within the Development until the Affordable Housing Commuted Sum has been agreed and paid to the Council in accordance with this Clause 8.

8.6 The Owner shall notify the Council in writing the details of the final ten (10) Residential Units as in clause 8.5 above.

8.7 The Council shall serve the Affordable Housing Payment Notice following agreement on the Affordable Housing Commuted Sum by the Owner and the Council pursuant to clause 8.3 and 8.4 above and the Owner shall pay the Affordable Housing Commuted Sum on or before the Affordable Housing Commuted Sum Payment Date.

9 MONITORING CONTRIBUTION

The Owner covenants to pay the Monitoring Contribution to the Council within 20 Working Days of the Commencement of the Development.

10 KINGSBURY TOWN FOOTBALL CLUB

10.1 The Owner covenants to pay the Kingsbury Town Football Club Contribution to the Council within 20 Working Days of Commencement of the Development.

10.2 The Council covenants to apply the Kingsbury Town Football Club Contribution towards improvements to the football ground at Silver Jubilee Park in the London Borough of Brent (to be occupied by Hendon Football Club) only.

11 WEST HENDON PLAYING FIELDS CONTRIBUTION

The Owner covenants to pay the West Hendon Playing Fields Contribution to the Council within 20 Working Days of Commencement of the Development.

12 HIGHWAYS

12.1 The Owner will not permit First Occupation or Occupy the Development until the Owner has entered into a Highways Agreement with the Council to provide for the following:

- a) The Owner and the Council agreeing the details and specifications of the Access Works; and
- b) The grant of all Requisite Consents for the implementation of the Access Works as soon as reasonably practicable.

13 COSTS

The Owner covenants to pay to the Council on completion of this Deed its reasonable and properly incurred legal costs.

14 UPDATES ON PROGRESS OF DEVELOPMENT

The Owner covenants with the Council to provide the Council with a quarterly update report on progress of the Development for all stages of the Development construction and Occupation.

15 AGREEMENTS AND DECLARATIONS

15.1 It is agreed and declared by and between the parties as follows:

- (a) nothing contained or implied in this Deed shall prejudice or otherwise affect the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or in any other capacity and that all rights powers duties and obligations under any public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council was not a party to this Deed;
- (b) any notice under this Deed must be in writing and must either be delivered personally or sent by first class prepaid post and the address for service on the Owner and the Council are those stated in this Deed or such other addresses in England as the party to be served may have previously notified in writing and each notice served in accordance with this clause is deemed to have been given or made and delivered when left at the relevant address or if by letter 48 (forty eight) hours after posting.

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

- (a) the grant of the Planning Permission; and
- (b) the Commencement of Development

save for the provisions of clauses 6 (Travel Plan Monitoring Contribution), 13 (Costs), 16 (Dispute Resolution), 17 (Change of Ownership) and 18 (Jurisdiction) which shall come into effect upon completion of this Deed.

15.3 This Deed shall be registered in the register of Local Land Charges.

15.4 If the Planning Permission is quashed or revoked or otherwise withdrawn or expires before effluxion of time for the Commencement of Development or is modified (other than by agreement with or at the request of the Owner) this Deed shall forthwith

determine and cease to have effect and the Council will effect cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

- 15.5 The Council will upon the written request of the Owner at any time after the Planning Obligations have been fully discharged or performed issue with written confirmation and effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 15.6 This Deed shall cease to have any effect if Planning Permission for the Development has not been implemented before the expiration of the period specified (or deemed to be specified) in such Planning Permission for the Commencement of the Development pursuant to Sections 91 or 92 of the 1990 Act (or such later date as may be agreed in writing by the Council).
- 15.7 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Land in accordance with any other planning permission granted whether before or after the date of this Deed by the Council or the government minister with responsibility for planning or any other competent authority.
- 15.8 Where the approval agreement confirmation or consent of the Council or any officer of the Council is required or any matter has to be agreed for any purpose under or in connection with the terms of this Deed such approval agreement consent or matter to be agreed shall not be unreasonably withheld or delayed.
- 15.9 No person other than a contracting party and their successors in title may enforce any provision of this Deed by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 15.10 In the event of a Planning Challenge by any person other than the signatories to this Deed the provisions of this Deed (save for clause 18) shall be suspended only on the cessation of Development until such time as the final determination of the Planning Challenge and shall (in circumstances where the Planning Permission is quashed on such final determination) have no further force and effect.
- 15.11 All sums payable by the Owner pursuant to this Deed (save for those payable pursuant to clause 13) shall be Index-Linked.

16 DISPUTE RESOLUTION

Any dispute or difference arising between the parties with regards to their respective rights and obligations as to any matter or thing in any way arising out of or connected with this Deed shall be referred to the decision of a single arbitrator to be agreed by the parties or failing agreement between them to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

17 CHANGE IN OWNERSHIP

The Owner covenants with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged and 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 Land or unit of occupation purchased by reference to a plan save that the obligation on the Owner pursuant to this clause shall not apply to the sale of an individual Dwelling.

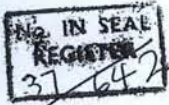
18 JURISDICTION

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

19 INTEREST

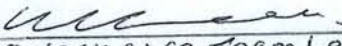
Without prejudice to any right remedy or power herein contained or otherwise available to the council if any payment of any sum referred to herein shall have become due but shall remain unpaid then the Owner shall pay the council interest at the rate of 4% above the base lending rate of the Co-operative Bank PLC or such other bank as the council uses on any unpaid amounts of the contribution from the date it is due to the date on which it is paid to the Council.

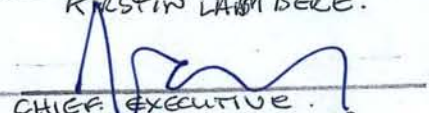
IN WITNESS whereof the parties hereto have by affixing their respective common seals executed this document as a Deed upon the date hereof:



The Common Seal of)
The Mayor and Burgesses of)
The London Borough of Barnet)
was hereunto affixed in the)
presence of:)




Governance Team Leader.
KIRSTIN LAMB DELT.


CHIEF EXECUTIVE.
ANDREW TRAVERS.

Executed as a Deed by)
Montclare Limited acting by)
in the presence of:)

Director



Witness' signature



Witness' address

80 Galley Lane
ENS 4AL

Signed as a Deed by)
Fairview New Homes (Properties))
Limited in the presence of:)

Director




Director/Secretary

M. R. SELL,

Signed on behalf of ~~as a~~

~~The Common Seal of~~)
~~Lloyds Bank plc was~~)
~~affixed to this Deed~~)
in the presence of:)


C2/CD/4643148.2

EMMA SMITH
25 GRESHAM ST. LONDON
EC2V 7HN BANK OFFICIAL



ANNEXURE 1

(DRAFT PLANNING PERMISSION)

Assistant Director of Planning and Development Management
Building 4, North London Business Park
Oakleigh Road South, London, N11 1NP
Contact Number: 020 8359 4926

Fairview Estates (Housing) Ltd
50 Lancaster Road
Enfield
Middlesex
EN2 0BY

Application No: **H/02747/14**
Registered Date: 27/05/2014

TOWN AND COUNTRY PLANNING ACT 1990

GRANT OF PLANNING PERMISSION

****DRAFT**DRAFT**DRAFT**DRAFT**DRAFT**DRAFT**DRAFT****

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

GRANTS PLANNING PERMISSION for

Redevelopment to provide 135 residential units (comprising 84 flats in 3 five storey blocks and 51 two/three storey dwellinghouses); associated highway works including new accesses from Claremont Road and removal of existing accesses; internal street network, car parking, refuse storage, landscaping and amenity space provision

At:- Former Hendon Football Club, Claremont Road, London, NW2 1AE

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

Subject to the following condition(s): -

- 1 This development must be commenced within three years from the date of this permission.
Reason:
To comply with Section 91 of the Town and Country Planning Act 1990 as amended by Section 51 of the Planning and Compulsory Purchase Act, 2004.
- 2 The development hereby permitted shall be carried out in accordance with the following approved plans:
1809:P2.01
1809:P2.02 Rev E
1809:P2.03
1809:P2.04
1809:P2.05 Rev A
1809:P2.07
1809:P2.08 Rev B

1809:P2.09 Rev C
1809:P2.10
1809:P2.11
1809:P2.12
1809:P2.13
1809:P2.14 Rev A
1809:P2.15
1809:P2.16
1809:P2.17 Rev A
1809:P2.18 Rev B
1809:P2.19
1809:P2.20 Rev A

Reason:

For the avoidance of doubt and in the interests of proper planning and so as to ensure that the development is carried out fully in accordance with the application as assessed in accordance with policies CS1, CS4, CS5, DM01 and DM02 of the Barnet Local Plan and policy 1.1 of the London Plan.

- 3 Notwithstanding the details shown on the plans otherwise hereby approved the development hereby permitted shall not proceed above ground floor damp proof course level unless and until:
- (a) details and appropriate samples of the materials to be used for the external surfaces of the buildings and hard surfaced areas shall have been submitted to and approved in writing by the Local Planning Authority, and
 - (b) a sample panel shall be constructed on site, inspected and approved in writing by the Local Planning Authority.

The development shall thereafter be implemented in accordance with such details as so approved before the dwellings approved are occupied.

Reason:

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

- 4 Notwithstanding the details shown on the plans otherwise hereby approved, the development shall not proceed above ground floor damp proof course level unless and until detailed bay studies at an appropriate scale (1:10, 1:20 or 1:50) showing details of the construction of the below features have been submitted and approved in writing by the Local Planning Authority:
- window reveals
 - projecting oriel bay windows
 - rusticated brickwork features
 - parapets, fascias and brick on edge details
 - projecting and recessed balconies
 - rainwater goods

The development shall be carried out and constructed in accordance with the detailed bay studies and schedules approved. For the avoidance of doubt, any features shown on these bay studies (e.g. balconies, balcony frames, recessed balconies, skyrooms, window reveals, brick banding, core entrances) where

they represent specific parts of the development shall be taken to represent all features of that type throughout the development.

Reason:

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

- 5 Prior to the occupation of the development, details of the size, design and siting of all photovoltaic panels to be installed as part of the development shall be submitted and approved in writing by the Local Planning Authority. The development shall be carried out and constructed in accordance with the approved details.

Reason:

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

- 6 Notwithstanding the provisions of any development order made under Section 59 of the Town and Country Planning Act 1990 (or any order revoking and re-enacting that Order) the building(s) hereby permitted shall not be extended in any manner whatsoever.

Reason:

To ensure the development does not prejudice the character of the locality and the enjoyment by future occupiers of their properties, as well as to ensure appropriate amenity space provision for future occupiers of the development, in accordance with policy DM01 of the Adopted Barnet Development Management Policies DPD (2012) and CS5 and CS7 of the Adopted Barnet Core Strategy DPD (2012) and the Council's Supplementary Planning Document: Residential Design Guidance (2013).

- 7 Notwithstanding the details submitted in the drawings otherwise hereby approved the development is not to commence unless and until details of the levels of the proposed buildings, roads, footpaths and other landscaped areas relative to adjoining land and any other changes proposed in the levels of the site associated with the works permitted by this permission shall have been submitted to and approved in writing by the Local Planning Authority. The development shall thereafter be implemented in accordance with such details as so approved before the dwellings approved are occupied.

Reason:

To ensure that the development is carried out at suitable levels in relation to the highway and adjoining land having regard to drainage, gradient of access, the amenities of the area and neighbouring occupiers and the health of any trees or vegetation in accordance with policies DM01, DM04 and DM17 of the Barnet Local Plan and policies 7.2, 7.3, 7.4, 7.5, 7.6, 7.13 and 7.21 of the London Plan.

- 8 Notwithstanding the details shown on the plans submitted and otherwise hereby approved none of the buildings hereby permitted shall be occupied until