

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

**and**

**BERKELEY HOMES (NORTH EAST LONDON) LIMITED  
(2)**

**and**

**BERKELEY HOMES (CAPITAL) PLC (3)**

**A G R E E M E N T**

**relating to land known as Green Lanes and Finsbury Park to the west  
the southern curtilage of the Stoke Newington Reservoirs to the south  
and the New River to the north, Woodberry Downs, Woodberry Grove,  
Newnton Close, London N4**

**pursuant to Section 106 of the Town and Country Planning  
Act 1990 (as amended) and Section 16 of the Greater London (General  
Powers) Act 1974 and Section 278 of the Highways Act 1980 (as  
amended) and all other enabling powers**

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Ref: Legal/BB/22472



THIS AGREEMENT is made the 21<sup>st</sup> day of AUGUST 2014

**BETWEEN:**

(1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA (hereinafter called "the Council") of the first part

(2) **BERKELEY HOMES (NORTH EAST LONDON) LIMITED** of (Co.regn.No 4294000 ) whose registered office is at 19 Portsmouth Road, Cobham Surrey KT11 1JG (hereinafter called "the Developer") of the second part

(3) **BERKELEY HOMES (CAPITAL) PLC** of (Co.regn.No 4486271) whose registered office is at 19 Portsmouth Road, Cobham Surrey KT11 1JG (hereinafter called "the Guarantor") of the third part

**DEFINITIONS**

1. In this Agreement the following expressions shall unless the context otherwise requires have the following meanings:-

"the Act" the Town and Country Planning Act 1990 as amended from time to time or any subsequent re-enactment of that act

"the 1974 Act" the Greater London Council (General Powers) Act 1974 as amended from time to time or any subsequent re-enactment of that act

"the 1980 Act" the Highways Act 1980 as amended from time to time or any subsequent re-enactment of that act

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| "the 1984 Act"                           | the Road Traffic Regulation Act 1984 as amended from time to time or any subsequent re-enactment of that act                                                                                                                                                                                                                                                                                  |
| "Actual Statutory Undertakers Work Cost" | the final cost of the Statutory Undertakers Work as confirmed by TFL and/or the Steering Group following the Seven Sisters Road Works Completion Date (any dispute as to the Actual Statutory Undertakers Work Cost to be referred to dispute resolution pursuant to Clause 33)                                                                                                               |
| "Adult Learning Centre Plan"             | a plan to be submitted by the Developer to the Council for their approval detailing the provisions of a new adult learning centre of 700 square metres built to shell and core standard.                                                                                                                                                                                                      |
| "Affordable Dwellings"                   | those Residential Units that are to be provided as Affordable Housing being no less than 36% of the Residential Units for Phase 2 (which for these purposes shall include Block E) and being no less than 43% of the Residential Units for the Outline Development and each of Phases 6, 7 and 8 and no less than 41% Affordable Housing in each of Phases 3, 4 and 5 unless otherwise agreed |
| "Affordable Housing"                     | Social Rented Housing or Intermediate Housing provided to eligible households whose incomes are insufficient to enable them to afford to meet their needs locally within the London Borough of Hackney on the open market                                                                                                                                                                     |
| "Affordable Housing Inspection Date"     | the date the Developer notifies the Council that the Affordable Dwellings will be available for Occupation                                                                                                                                                                                                                                                                                    |

**"Affordable Housing Mix"** the mix of Affordable Housing which for Phase 2 (which for these purposes shall include Block E) shall comprise 36% Social Rented Housing and 64% Intermediate Housing (based on Residential Units) and for Phase 3, Phase 4 and Phase 5 shall comprise 47% Social Rented Housing and 53% Intermediate Housing (based on Residential Units) and for Phase 6, Phase 7 and Phase 8 to be agreed in writing by the Council subject to the Viability Assessment

**"Affordable Parking Spaces"** those off-street parking spaces to be provided as part of the Development for use only by Residents of the Affordable Dwellings and unless otherwise agreed by the Council's Planning Sub-Committee there shall be (in the whole Development) at least 437 such spaces allocated to Affordable Dwellings and transferred (free for those allocated to Social Rented Units) to the Approved Registered Provider being unless otherwise agreed by the Council's Planning Sub-Committee no less than 36% of the Approved Parking Spaces for Phase 2 (which for these purposes shall include Block E) and unless otherwise agreed by the Council's Planning Sub-Committee no less than 41% of the Approved Parking Spaces for all other Phases

**"Affordable Housing Scheme"** a scheme to be submitted to and approved by the Council for each Phase showing the location and mix and size (including the number of bedrooms) and amenity area (whether or not for use in common with others) and car parking spaces (in accordance with the approved Parking Plan) of the Affordable Housing for that Phase in accordance with the applicable

Affordable Housing Mix and all other provisions of this Agreement and stating how these provisions of the Agreement have been satisfied

"Affordable Housing Terms" the terms set out in Clauses 17 and 18 to this Agreement

"the Agreement" this Agreement

"AIIRP" the All Items Index of Retail Prices issued by the Office of National Statistics (or such other index replacing it or such other index as may be agreed in writing between the Parties)

"Allocated Grant" the amount of grant payable to the Approved Registered Provider pursuant to an agreement between the Approved Registered Provider and the Homes and Communities Agency relating to social housing assistance as defined by Section 32(13) of the Housing and Regeneration Act 2008 or any such other grant or loan received pursuant to the provision of Affordable Housing

"the Application" the planning application seeking planning permission for the Development bearing Ref No. 2013/3223 ("the Application Reference") for which a resolution to grant permission has been passed conditionally subject to conclusion of this Agreement

"Apprentice or Apprentices" a young person aged 16 years or over who is undertaking on-the-job training and who is also studying for a nationally recognised qualification or an NVQ in one of the building trades such as electrical,

brick laying, plastering, plumbing and carpentry

"Approved Parking Spaces" The off-street parking spaces approved by the Council pursuant to the Parking Plan

"Approved Registered Provider" an organisation registered with the Homes and Community Agency pursuant to the Housing and Regeneration Act 2008 and approved by the Council and the Greater London Authority/Homes and Community Agency to secure the Affordable Housing; the following Approved Registered Providers are (at the date of this Agreement) approved by the Council:

- (i) Agudas Israel Housing Association Ltd
- (ii) A2 Dominion Homes Ltd
- (iii) Circle Anglia Limited
- (iv) Family Mosaic Housing
- (v) Genesis Housing Association
- (vi) The Guinness Trust
- (vii) Hanover
- (viii) Industrial Dwellings Society
- (ix) Islington and Shoreditch Housing Association
- (x) London & Quadrant Housing Trust
- (xi) Metropolitan
- (xii) Network Housing Group
- (xiii) Newlon Housing Trust
- (xiv) North London Muslim Housing Association
- (xv) Notting Hill Housing Group
- (xvi) One Housing Group
- (xvii) Peabody Housing
- (xviii) Places For People (Kush)
- (xix) Sanctuary Housing and Sanctuary Affordable Housing Ltd

- (xx) Shian Housing
- (xxi) Southern Housing Group Ltd
- (xxii) Viridian Housing

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|--------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Associated Person"</b>                       | the Developer, the Guarantor or any company within the same corporate group as the Developer or Guarantor or any company within the same corporate group as the Developer or Guarantor                                                                                                                                           |
| <b>"Block E"</b>                                 | Means the land shown coloured red and marked "E" on the Phase Drawing at the Fifth Schedule                                                                                                                                                                                                                                      |
| <b>"Car Free Residential Unit"</b>               | all those Residential Units save for the Exempted Premises                                                                                                                                                                                                                                                                       |
| <b>"the Certificate of Practical Completion"</b> | the final certificate issued by the Planning Obligations Monitoring Officer on behalf of the Council certifying that the Development (or where the context so permits a Phase) has been completed to the reasonable satisfaction of the Council                                                                                  |
| <b>"the Children's Centre Contribution"</b>      | the sum of £478139 (four hundred and seventy-eight thousand one hundred and thirty nine pounds) (being part of the Phase Sums) as a contribution towards the relocation and/or completion and/or fitting out of the new children's centre within the vicinity of the Development                                                 |
| <b>"the Children's Centre Plan"</b>              | a plan to be submitted by the Developer to the Council for their approval for details of how the Developer will assist and liaise and co-operate (including with a schedule of meetings/steering group if applicable) with the relocation and replacement of the Temporary Children's Centre with a new children's centre and/or |

another temporary measure(s) in the interim whilst the new children's centre is completed (provided that the for the avoidance of doubt the Developer does not have to incur any expenditure in excess of the Children's Centre Contribution or provide any alternative accommodation)

"Code of Considerate Practice"

the code developed by the Considerate Constructors Scheme (as amended from time to time) and as annexed at the Third Schedule

"the 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 in accordance with the Code of Considerate Practice, more information on which can be found at <http://www.considerateconstructorscheme.org.uk/html-home/index-video.html> or such other scheme as may be approved by the Council

"the Construction Phase"

the period of the Development between:

1. the Implementation Date; and
2. the date of issue of the Certificate of Practical Completion

or when the context so permits the period between the Implementation Date of a Phase and the Certificate of Practical Completion of that Phase

"the Contributions"

means the sum of £12,103,476 (twelve million one hundred and three thousand four hundred and seventy six pounds) (consisting of the Children's Centre Contribution, the Employment Training Contribution,



the End Use Contribution, Libraries and Education Contribution, the Health Contribution, the Leisure Contribution, the Public Art Contribution, the TFL Bus Contribution, the Transport Contribution, the Wetlands Contribution to be paid by the Developer to the Council in accordance with this Agreement

"the Council's Housing Investment Guidance" the Council's guidance and framework agreement, currently published under the heading The Mayor's Housing Covenant Programme 2015-18 on the Council's website, as amended from time to time

"Deed of Covenant" Means the deed of covenant substantially in the form set out in the Second Schedule to be entered into between the Developer and the Council when the Developer acquires any interest(s) in the Property

"the Development" Outline planning permission (all matters reserved) for demolition of existing buildings and structures at Woodberry Down Estate to provide up to 275,604sqm floorspace GEA (excluding car parking); comprising up to 3,242 residential units and a maximum of 10,921sqm non-residential floorspace within Classes A1 (Retail), A2 (Financial Services), A3 (Restaurants and Cafes), A4 (Drinking Establishments), Class B1 (Offices), Class D1(Non Residential Institutions), and D2 use and Energy Centres; along with provision of new open space and public realm and associated car parking and highway improvement works to Seven Sisters Road including a narrowing from six carriageways to four carriageways ("the Outline Development"). Full details submitted for the redevelopment of the land bounded by Towncourt

Path, Kayani Avenue, Green Lanes, West Reservoir/Springpark Drive and Woodberry Down (Phase 2) for the erection of four buildings between 3 and 20 storeys to provide 670 new homes (comprising 30 studios, 310 one bed, 271 two bed and 59 three bed units), 550sqm of non residential floorspace GEA within Classes A1-A4, Class B1, Class D1 and D2 use and new open space and public realm with 241 car parking spaces and 740 cycle spaces at ground and basement level ("the Full Development").

"Director of Housing" means the head of the Council's Corporate Director of Housing or such other person performing that duty for the time being

"Director of Planning" means the Council's Assistant Director of Planning and Regulatory Services or such other person performing that duty for the time being

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

"the Employment and Skills Plan" A plan to be submitted by the Developer and approved by the Council prior to Implementation setting out a package of measures to be adopted by the Developer in relation to the Development to promote the employment of Local Labour and specifically Priority Employment Groups during the Construction Phase and the End Use Phase of the Development such measures to include:

- before Implementation to meet with representatives of the Council's Ways into Work team and agree the basis and methodology to participate in the

Council's Ways into Work initiatives and set up a working group to consider and implement any employment training and enterprise initiatives and how to monitor progress;

- issuing a written statement to prospective contractors and sub-contractors at the tendering of work stage and to the prospective tenants/owners of the commercial units in the Development when first identified which sets out the Developers' commitment to the following:
  - a. ensuring that Residents are able to benefit directly from the employment opportunities arising from the end user phase of the Development by liaising in the first instance with the Council's Ways into Work team; and
  - b. the Developer and their contractors and sub-contractors and the prospective tenants/owners of the Development when first identified will notify the Council of all job opportunities arising from the end user commercial phases of the Development
- to set out the partnership arrangements of how the Developer and their contractors and sub-contractors will work with the Council's Ways into Work team and the reporting mechanisms to be used;
- specifying the vocational and employability skills required by the Developer and the provision for apprenticeships and other training opportunities or initiatives in respect of and contractors and sub-contractors during the Construction Phase and End

Use Phase

- specifying (when known) the vocational and employability skills required by future owners/occupiers of commercial units within the Development
- providing a forecast of all jobs, apprenticeships and other training opportunities that may arise within the Development during the Construction Phase and End Use Phase
- other employment, training, work placements, up skilling, site visits as appropriate to be agreed

"the Employment Training Contribution"

the sum of £690640 (six hundred and ninety-thousand thousand six hundred and forty pounds) (being part of the Phase Sums) as a contribution towards construction and/or demolition employment training, brokerage support and beneficiary costs in relation to the Development

"the End Use Contribution"

the sum of £108966 (one hundred and eight thousand nine hundred and sixty-six pounds) (being part of the Phase Sums) as a contribution towards end use employment training, brokerage support and beneficiary costs in relation to the Development

"the End Use Phase"

in relation to each Phase a time period of 5 years commencing from the date the Certificate of Practical Completion has been issued or the first commercial Occupation of that Phase, whichever is the earlier

"Escrow Account Sums"

The following payments that can only be spent on the Seven Sisters Road Works which have been or are paid into an escrow account prior to the signing of the

Seven Sisters Road Works Highway Agreement and paid pursuant to and referred to in the following agreements between the parties: agreement dated 6 June 2011 (the sum of £414,040 being the Seven Sisters Road Highway Contribution) relating to land known as the Old School Site Woodberry Grove; agreement dated 13 July 2011 (the sum of £726,472 being the Seven Sisters Road Highway Contribution) relating to land known as Phase 1b and 2; agreement dated 30 March 2012 (the sum of £627,137 being the Seven Sisters Road Highway and Other Transport Contribution) relating to land known as Kick Start Site 2 and Kick Start Site 3; agreement dated 30 March 2012 (the sum of £442,506 being the Seven Sisters Road Highway and Other Transport Contribution) relating to land known as Kick Start Site 4 and Kick Start Site 5.

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| "Excess Statutory Undertakers Work Cost" | the difference, if any, between the Actual Statutory Undertakers Work Cost and the Statutory Undertakers Work Cost Figure                                                                                                |
| "Exempted Premises"                      | those Affordable Dwellings for which the Council notifies the Developer that a Residential Occupier is entitled to a Parking Permit                                                                                      |
| "Full Development"                       | Is as defined in "Development"                                                                                                                                                                                           |
| "Greater London Authority"               | means the housing and land directorate for London which exercises the former function of the Homes and Communities Agency in London in relation to financial assistance for new affordable homes (or any successor body) |

|                                    |                                                                                                                                                                                                                                                                                                                                                                     |
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| "the Health Contribution"          | means any sum from the Contributions to be spent towards the provision and/or improvement of health facilities in the vicinity of the Development                                                                                                                                                                                                                   |
| "the Highway Contribution"         | the sum to be paid by the Developer to the Council in accordance with the terms of this Agreement and to be applied by the Council (in the event of receipt) for the carrying out of the Highway Works                                                                                                                                                              |
| "the Highway Works"                | the works to be carried out by the Council pursuant to the Highway Contribution for the repair from damage to highways and footways in the vicinity of the Development caused during the Construction Phase by the construction of the Development to the standard set out in the schedule of condition submitted by the Developer pursuant to Clause 16.53         |
| "the Homes and Communities Agency" | means the government body established by the Housing and Regeneration Act 2008 responsible for the delivery and funding of housing and regeneration projects in England whose headquarters is currently at Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (formerly known as the Housing Corporation) or any successor body or organisation  |
| "the Implementation Date"          | the date of implementation of the Development (or where specified of the applicable Phase by the carrying out of a material operation as defined in Section 56 of the Act save that for the purposes of this Agreement (except for provisions relating to the Construction Phase and the Phasing Plan and Local Labour and the Employment and Skills Plan) the term |

shall not include works of demolition (and associated construction compounds), surveys, site clearance, works of archaeological or ground investigation or remediation, the erection of fencing or hoardings, the provision of security measures or lighting, the erection of temporary buildings, the laying removal or diversion of services and references to "Implementation" and "Implement" shall be construed accordingly

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| "Index"                              | the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation                                                                                                                                                                                                                                             |
| "Index Linked"                       | a specified sum of money shall be increased by the percentage by which the Index has increased between 5 February 2014 and the date the sum is paid                                                                                                                                                                                                                                                        |
| "Indicative Seven Sisters Road Plan" | an indicative version of the Seven Sisters Road Plan                                                                                                                                                                                                                                                                                                                                                       |
| "Intermediate Housing"               | Affordable Housing available in accordance with the Intermediate Housing Scheme to occupiers who at the commencement of their occupancy are in need of intermediate housing in terms set out in the National Planning Policy Framework 2012 as revised from time to time and eligibility shall be subject to the criteria in the London Plan and Mayor's SPG and the Council's Housing Investment Guidance |
| "Intermediate Housing Scheme"        | the programme whereby an Approved Registered Provider ensures the Intermediate Housing Units are occupied either:<br>(i) on a New Build HomeBuy shared ownership                                                                                                                                                                                                                                           |

basis with an initial equity share of not less than 25 per cent and a rent level of no higher than 2.75 per cent (per annum) on the retained equity such levels to be retained in perpetuity (subject to the right of any tenant to acquire outright ownership through stair casing) and such rents to be increased in accordance with Homes and Communities Agency/GLA guidance; or

- (ii) on an intermediate rental basis; or
- (iii) on the basis of another intermediate housing product that meets affordability criteria, approved in writing by the Council

**"the Intermediate Housing Units"**

the Residential Units to be used and occupied as Intermediate Housing

**"Known Statutory Undertakers Work Cost"**

the anticipated costs for the Statutory Undertakers Work (as confirmed by the Steering Group) when the Seven Sisters Road Works detailed design and plans have been confirmed by the Steering Group prior to the commencement of the Seven Sisters Road Works (any dispute as to the Known Statutory Undertakers Work Cost to be referred to dispute resolution pursuant to Clause 33)

**"the Leisure Contribution"**

means any sum from the Contributions to be spent towards the provision and/or improvement of sport and/or recreation facilities in the vicinity of the Development

**"the Libraries and Education"**

means any sum from the Contributions to be spent towards the cost of the provision of education and/or



|                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <b>Contribution"</b>                 | library and/or training facilities anywhere in the London Borough of Hackney such facilities to include new buildings as well as repairs and maintenance to existing schools, colleges and other educational and/or library buildings, teaching equipment, books, IT and computer hardware and software required for educational and library purposes, fixtures and fittings within libraries, schools, colleges and educational establishments, sports facilities and equipment for schools and colleges and educational establishments within the London Borough of Hackney |
| <b>"Local Businesses"</b>            | any business, trade, service, profession or industry whose established place of business is within the London Borough of Hackney                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>"Local Labour"</b>                | any person or persons aged 18 years or over who is a Resident                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>"the Local Labour Percentage"</b> | means a minimum of 30% of the Workforce within the Development is Local Labour                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>"the London Plan"</b>             | the London Plan published in July 2011 as revised from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"Mayor's SPG"</b>                 | The Mayor of London's Housing Supplementary Planning Guidance published in November 2012 or any subsequent version of this document                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>"the Monitoring Contribution"</b> | means either the Phase 2 Monitoring Contribution or the Phase 3 Monitoring Contribution or the Phase 4 Monitoring Contribution or the Phase 5 Monitoring Contribution or the Phase 6 Monitoring Contribution or                                                                                                                                                                                                                                                                                                                                                               |

the Phase 7 Monitoring Contribution or the Phase 8 Monitoring Contribution as the context so permits

- "Motor Vehicle"** any mechanically propelled vehicles including a motor cycle intended or adapted for use on a road and/or highway
- "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 security or marketing the Development) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly
- "Open Market Dwelling"** any Residential Unit that is not an Affordable Dwelling
- "Open Space Contribution"** a sum being 60% of the ground rents the Developer has received from its occupational tenants of a Phase (being its private tenants and Genesis as tenant under the affordable underlease for that Phase) to be paid by the Developer to the Council on quarterly basis towards the estimated maintenance costs of the open space of that Phase in accordance with Clause 16.65
- "Outline Development"** Is as defined in "Development"
- "Parking Bay"** a parking place designated by the Council by an Order under the 1984 Act and under the Road Traffic Act 1991 or other relevant legislation for use by residents of the locality in which the Development is situated

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| "Parking Permit" | a parking permit issued by the Council under Section 45(2) of the 1984 Act allowing a Motor Vehicle to park in a Parking Bay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| "Parking Plan"   | the plan to be submitted by the Developer for approval by the Council to show (a) the location and details of all the off-street parking spaces to be provided as part of the Development and unless otherwise agreed by the Council's Planning Sub-Committee at least (in the whole Development) 437 spaces shall be allocated to Affordable Dwellings and transferred to the Approved Registered Provider (being unless otherwise agreed by the Council's Planning Sub-Committee no less than 36% of the Approved Parking Spaces for Phase 2 (which for these purposes shall include Block E) and unless otherwise agreed by the Council's Planning Sub-Committee no less than 41% of the Approved Parking Spaces for all other Phases) (b) the disabled parking spaces (which shall constitute not less than 10% of all parking spaces to be provided as part of the Development) and (c) the location of on-street parking bays to be provided as part of the Development (d) the details and timing of how the Affordable Parking Spaces will be transferred to the Approved Registered Provider (being free for Social Rented Units) on the basis that priority in the allocation of Affordable Parking Spaces is given to Returning Residents |
| "the Parties"    | the parties to this Agreement and their successors in title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Phase"          | means either Phase 2 or Phase 3 or Phase 4 or Phase 5 or Phase 6 or Phase 7 or Phase 8 as the context so                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

|                                       |                                                                                                                                                                               |
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|                                       | permits as shown on the Phase Drawing                                                                                                                                         |
| "Phase 2"                             | the Full Development as shown shaded green and numbered 2 on the Phase Drawing                                                                                                |
| "Phase 3"                             | that part of the Outline Development as shown shaded yellow and numbered 3 on the Phase Drawing                                                                               |
| "Phase 4"                             | that part of the Outline Development as shown shaded light blue and numbered 4 on the Phase Drawing                                                                           |
| "Phase 5"                             | that part of the Outline Development as shown coloured orange and numbered 5 on the Phase Drawing                                                                             |
| "Phase 6"                             | that part of the Outline Development as shown coloured light purple and numbered 6 on the Phase Drawing                                                                       |
| "Phase 7"                             | that part of the Outline Development as shown coloured purple and numbered 7 on the Phase Drawing                                                                             |
| "Phase 8"                             | that part of the Outline Development as shown coloured turquoise and numbered 8 on the Phase Drawing                                                                          |
| "the Phase 2 Monitoring Contribution" | the sum of £84,425 (eighty four thousand four hundred and twenty five pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement |
| "the Phase 3"                         | the sum of £34,629 (thirty four thousand six hundred                                                                                                                          |

Monitoring Contribution" and twenty nine pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase 4 Monitoring Contribution" the sum of £34,535 (thirty four thousand five hundred and thirty five pounds)] as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase 5 Monitoring Contribution" the sum of £40,391 (forty thousand three hundred and ninety one pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase 6 Monitoring Contribution" the sum of £66,108 (sixty six thousand one hundred and eight pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase 7 Monitoring Contribution" the sum of £32,122 (thirty two thousand one hundred and twenty two pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase 8 Monitoring Contribution" the sum of £71,254 (seventy one thousand two hundred and fifty four pounds) as a contribution towards the administration and monitoring of the provisions in this Agreement

"the Phase Monitoring Contribution" means any of or all of the Phase 1 Monitoring Contribution and/or the Phase 2 Monitoring Contribution and/or the Phase 3 Monitoring Contribution and/or the Phase 4 Monitoring

Contribution and/or the Phase 5 Monitoring  
Contribution and/or the Phase 6 Monitoring  
Contribution and/or the Phase 7 Monitoring  
Contribution and/or the Phase 8 Monitoring  
Contribution as the context so permits

"the Phase 2 Sum" the sum of £2,814,163 (Two million eight hundred and fourteen thousand one hundred and sixty-three pounds) being that part of the Contributions for Phase 2 to be spent by the Council for inter alia the following purposes the Children's Centre Contribution the Wetlands Contribution, the Transport Contribution and £100,000 of the Employment Training Contribution

"the Phase 3 Sum" the sum of £1,142,292 (One million one hundred and forty-two thousand two hundred and ninety-two pounds) being that part of the Contributions for Phase 3 to be spent by the Council for inter alia the following purposes £100,000 of the Employment Training Contribution

"the Phase 4 Sum" the sum of £1,151,166 (One million one hundred and fifty-one thousand one hundred and sixty-six pounds) being that part of the Contributions for Phase 4 to be spent by the Council for inter alia the following purposes the Public Art Contribution and £100,000 of the Employment Training Contribution

"the Phase 5 Sum" the sum of £1,346,383 (One million three hundred and forty-six thousand three hundred and eighty-three pounds) being that part of the Contributions for Phase 5 to be spent by the Council for inter alia the following purposes £100,000 of the Employment Training

## Contribution

- "the Phase 6 Sum"** the sum of £2,203,590 (Two million two hundred and three thousand five hundred and ninety pounds) (being that part of the Contributions for Phase 6 to be spent by the Council for inter alia the following purposes £100,000 of the Employment Training Contribution
- "the Phase 7 Sum"** the sum of £1,070,738 (One million seventy thousand seven hundred and thirty-eight pounds) being that part of the Contributions for Phase 7 to be spent by the Council for inter alia the following purposes £100,000 of the Employment Training Contribution
- "the Phase 8 Sum"** the sum of £2,375,144 (Two million three hundred and seventy-five thousand one hundred and forty-four pounds) being that part of the Contributions for Phase 8 to be spent by the Council for inter alia the following purposes £90,640 of the Employment Training Contribution
- "the Phase Sum"** means any of or all of the Phase 2 Sum and/or the Phase 3 Sum and/or the Phase 4 Sum and/or the Phase 5 Sum and/or the Phase 6 Sum and/or the Phase 7 Sum and/or the Phase 8 Sum as the context so permits
- "the Phase Drawing"** the plan numbered 1123\_SW\_L00\_01557 and annexed hereto at the Fifth Schedule showing Phases 2 to 8 of the Development (or any revision or replacement thereof approved by the Council)
- "the Phasing Plan"** the Woodberry Down Forecast Programme annexed

hereto at the Fifth Schedule showing the timetable and sequence for delivery of the Phases to be submitted to the Council (or any revision or replacement thereof) and approved by the Council

"Planning Obligations Monitoring Officer" an officer of the Council from time to time allocated to deal with and monitor all planning obligations and to whom all notices correspondence approvals etc. must be sent in the manner prescribed at Clause 23 hereof

"the Planning Permission "

the notice of permission (Ref No. 2013/3223) to be issued by the Council pursuant to the Application and the date of grant of the Planning Permission shall be the date on which the notice is issued

"Person or Persons" includes a body of persons corporate or unincorporated

"the Principal Engineer"

the Council's Principal Engineer of Highways or such other officer whose designation has been notified to the Developer in writing

"Priority Employment Groups"

means unemployed Residents and those from hard to reach groups identified as a priority by the Council in terms of supporting into employment

"the Property"

the land and premises known as known as Green Lanes and Finsbury Park to the west the southern curtilage of the Stoke Newington Reservoirs to the south and the New River to the north, Woodberry Downs, Woodberry Grove, Newton Close, London N4 shown edged in red on the plan annexed hereto at the First Schedule ("the Property Plan")



|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Public Art Contribution"  | the sum of £80398 (eighty thousand three hundred and ninety eight pounds) being part of the Phase Sums as a contribution towards the public art in the vicinity of the Development                                                                                                                                                                                                                                                                                                                                                             |
| "Reserved Matters Application" | means a reserved matters application made pursuant to the Planning Permission                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Resident"                     | <p>a person who is resident in the London Borough of Hackney, such residency to be proven by the production of two valid proofs of address which are no more than three (3) months old, for example:</p> <ul style="list-style-type: none"> <li data-bbox="603 994 1011 1025">(i) Council tax statement;</li> <li data-bbox="603 1039 842 1070">(ii) utility bills;</li> <li data-bbox="603 1084 938 1115">(iii) bank statements;</li> <li data-bbox="603 1128 1340 1240">(iv) other correspondence from government or state bodies</li> </ul> |
| "Residential Occupier"         | any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupier" excludes any business or corporate body or bodies                                                                                                                                                                                                                                                                                                                                                    |
| "Residential Unit"             | a residential unit of accommodation comprised in the Development together with amenity space or a right to use the same (whether in common or not with others provided therewith)                                                                                                                                                                                                                                                                                                                                                              |
| "Returning Residents"          | those Residents who previously lived in Affordable Housing on the Property prior to Implementation and are returning to Occupy Affordable Dwellings upon or                                                                                                                                                                                                                                                                                                                                                                                    |

following the applicable Phase's Occupation Date and were entitled to and held Parking Permits before the Development commenced

**"Satellite Offices Plan"** a plan to be submitted by the Developer to the Council for their approval detailing the Phase in which each of three satellite offices will be constructed in accordance with the Satellite Office Specification

**"Satellite Office Specification"** The specification for each of the 3 community spaces ("Satellite Office") each of which is to comprise not less than 50 sqm, to be provided by the Developer at ground floor level and comprising a meeting room of not less than 35sqm kitchen of not less than 6 sqm unisex toilet and disability toilet and ancillary facilities including central heating

**"Seven Sisters Road Contribution"** The sum of £7,390,000 (seven million three hundred and ninety thousand pounds) (Index Linked) less the costs and expenses incurred by the Developer (as agreed in writing by the Council and TFL) in the design and preparation of the Indicative Seven Sisters Road Plan the Seven Sisters Road Plan and the Seven Sisters Road Works (including the design and preparation of alterations revisions and replacements of these) and in entering into the Seven Sisters Road Works Highways Agreement

**"Seven Sisters Road Monitoring Contribution"** The reasonable and proper costs incurred by TFL in implementing the Seven Sisters Road Monitoring Plan the Seven Sisters Road Monitoring Report and the Seven Sisters Road Monitoring Work) up to a

maximum sum of £800,000 (eight hundred thousand pounds) (Index Linked) less any costs and expenses reasonably and properly incurred by the Developer in the preparation and submission of the Seven Sisters Road Monitoring Plan the Seven Sisters Road Monitoring Report and the Seven Sisters Road Monitoring Work (including the design and preparation of alterations revisions and replacements of these)

**"Seven Sisters Road Monitoring Plan"**

a plan to be produced by the Developer no later than one year after completion of the Seven Sisters Road Works to monitor the effectiveness of such works including traffic and bus flows journey times and delay, to include timescales for such monitoring and the production of the Seven Sisters Road Monitoring Report

**"Seven Sisters Road Monitoring Report"**

report(s) to be produced by the Developer no later than six months of written approval of the Seven Sisters Road Monitoring Plan to determine whether, and if so to what extent, any Seven Sisters Road Monitoring Work is required

**"Seven Sisters Road Monitoring Work"**

any remedial or modifying/alteration or improvement works to the Seven Sisters Road Works pursuant to the Seven Sisters Road Monitoring Report

**"Seven Sisters Road Scheme"**

a scheme that could include (but is not restricted to): the narrowing of Seven Sisters Road; introduction of a flare at Woodberry Grove junction; extension of bus lanes along Seven Sisters Road; a toucan crossing on Amhurst Park; bus lanes along Amhurst

Park; and any associated works and reasonable mitigation measures

**"Seven Sisters Road Plan"** a proposal to be submitted by the Developer to the Council and TFL to assess and indicate the feasibility and details (including inter alia the time frames and costs) of the Seven Sisters Road Scheme to be approved in writing by TFL and the Council (and if so requested by the Council to be independently verified at the Developer's expense)

**"Seven Sisters Road Works"** the works for the Seven Sisters Road Scheme to be the works specified in the Seven Sisters Road Works Highways Agreement

**"Seven Sisters Road Works Completion Date"** the date TFL confirm the Seven Sister Road Works have been completed to their satisfaction, such notification to be forwarded by the Developer to the Council

**"Seven Sisters Road Works Cost"** means the total cost of carrying out the Seven Sisters Road Works which the Developer is liable to pay under the Seven Sisters Road Works Highways Agreement (including the Known Statutory Undertakers Work Cost)

**"Seven Sisters Road Works Highways Agreement"** an agreement or agreements with the relevant highway authorities under section 278 of the 1980 Act which will specify the Seven Sisters Road Works and the Seven Sisters Road Works Contribution

**"Social Rented Housing"** Residential Units available for rent such that:  
(a) rents is calculated using the formula and data

set out in The Regulatory Framework for Social Housing in England from April 2012 - Annex A: Rent Standard Guidance March 2012 and the Rent Standard in The Regulatory Framework for Social Housing in England from April 2012 as revised from time to time;

(b) they are managed by an Approved Registered Provider which has entered into a nominations agreement with the Council providing for nominations by the Council and or other authorities within the Sub-Region; and

(c) the service and management charges are affordable Provided that the owners and occupiers of the Open Market Units shall not be required to subsidise the charges payable by owners and occupiers of Affordable Dwellings and owners and occupiers of one type of Affordable Housing tenure shall not be required to subsidise the charges payable by owners and occupiers of any other type of Affordable Housing tenure

"Social Rented Units" The Residential Units which are only to be available for use and occupied exclusively as Social Rented Housing

"Statutory Undertakers" any company corporation board or authority authorised by statute to carry on an undertaking for the supply of telephone and television communications electricity gas water sewerage or drainage and whose apparatus is pursuant to such authorisation is installed in under over or upon the

land on which the works pursuant to this Agreement are to be carried out and any authorised successor to any such undertaking

**"Statutory Undertakers Work"** any work of removal or diversion or protection or alteration of any Statutory Undertakers apparatus which is necessary solely as a consequence of the Seven Sisters Road Works (any dispute as to the Statutory Undertakers Work to be referred to dispute resolution pursuant to Clause 33)

**"Statutory Undertakers Work Cost Figure"** £1.6 million (Index Linked) for the Statutory Undertakers Work

**"Steering Group"** a group consisting of representatives from the Council, Developer and TFL and when applicable their agents and/or contractors relating to any aspect of the Seven Sisters Road Plan, Seven Sisters Road Works, Seven Sisters Road Monitoring Plan, Seven Sisters Road Monitoring Work

**"Sub-Region"** the London Boroughs of Hackney, Waltham Forest, Newham, Redbridge, Tower Hamlets, Barking & Dagenham, Havering and the Corporation of London and their successor in title

**"Temporary Children's Centre"** the children's centre shown edged red on the location plan and shown on the site plan annexed hereto at the Sixth Schedule

**"TFL"** Transport for London including any authorised representatives, employees, contractors and successors

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the TFL Bus Contribution"   | the sum of £270000 (two hundred and seventy thousand pounds) being part of the Phase Sums to be paid by the Developer to the Council (to be forwarded to TFL) in accordance with the terms of this Agreement and to be applied by TFL for maintaining or enhancing bus capacity improvements                                                                                                                                                                  |
| "Third Party"                | any Person save for (a) an Associated Person (b) the agents and/or contractors of any Associated Person and (c) any Person procured or otherwise engaged by any Associated Person to perform anything pursuant to the Development or any Person carrying out development for the benefit of the Associated Person                                                                                                                                             |
| "the Transport Contribution" | the sum of £393114 (three hundred and ninety three thousand one hundred and fourteen pounds) (being part of the Phase Sums) as a contribution for Phase 2 transport and highway works consisting of £3864 towards travel plan monitoring, £3091 towards consultation and/or introduction and/or extension of CPZ, £15457 towards a car club strategy and £370702 towards improvements to existing streets and highways within the vicinity of the Development |
| "the Transport Works"        | those works pursuant to the Transport Contribution towards improvements to existing streets and highways within the vicinity of the Development                                                                                                                                                                                                                                                                                                               |
| "Viability Assessment"       | The viability assessment to be conducted at the Developer's expense to determine the Affordable                                                                                                                                                                                                                                                                                                                                                               |

Housing Mix and Affordable Housing Scheme for  
Phase 6, Phase 7 and Phase 8

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Ways into Work"               | means the Council led initiatives promoting access to employment in the London Borough of Hackney                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| "Ways into Work Labour Return" | a written monitoring report detailing and recording: (1) all vacancies for Workforce positions; (2) the amount of Workforce; (3) the amount of Local Labour recruited, employed, engaged and/or hired by the Developer their contractors and sub-contractors in relation to the Development to include inter alia a breakdown of the percentage of persons coming from Priority Employment Groups; and (4) the details of Local Businesses that have secured contracts for the carrying out of the Development or any part thereof |
| "the Wetlands Contribution"    | the sum of £100000 (one hundred thousand pounds) as a contribution towards the Wetlands Centre being part of the Phase 2 Sum                                                                                                                                                                                                                                                                                                                                                                                                       |
| "the Wetlands Centre"          | the building coloured red and marked visitor hub on the plan annexed hereto at the Seventh Schedule                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Workforce"                    | all the workers, employees, self-employed, sub-contractors and those engaged in any other form of employment within the Development (including associated work such as onsite security or administrative support)                                                                                                                                                                                                                                                                                                                  |
| "Working Day"                  | Any day of the week other than Saturday and Sunday or any bank holiday and any other day upon which the Council's offices are closed to the public.                                                                                                                                                                                                                                                                                                                                                                                |



**WHEREAS**

2. The Council is the Local Planning Authority for the purposes of the Act and the Local Highway Authority for the purposes of the 1980 Act for the area within which the Property is situated. The Council is also the owner with freehold title absolute of the Property.
3. The Developer is the Developer with leasehold title absolute in that part of the Property which is registered under Title number AGL 292372 at the Land Registry.
4. The Developer has applied to the Council for permission to develop the Property in accordance with the Application and is willing to enter into this Agreement in order to facilitate the Development.
5. The Council having duly complied with all duties imposed on it by or under the Act has resolved following completion of this Agreement to grant the Planning Permission.
6. The Council considers it expedient in the interests of the proper planning of its area that the development of the Property should be restricted or regulated in accordance with this Agreement.
7. As Local Highway Authority the Council considers the Transport Works Highway Works to be in the public benefit and carried out in accordance with this Agreement and pursuant to Section 278 of the 1980 Act.
8. TFL is the local Highway Authority in respect of some of the highways within the vicinity of the Property and considers the Seven Sisters Road Works to be in the public benefit and carried out in accordance with this Agreement and pursuant to Section 278 of the 1980 Act

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

## **Enabling Powers & Interpretation**

9. This Agreement is made pursuant to:

9.1. Section 106 of the Act;

9.2. Section 111 of the Local Government Act 1972;

9.3. Section 16 of the 1974 Act.

9.4. Section 1 of the Localism Act 2011;

9.5. Section 278 of the 1980 Act;

and any other enabling statutory provisions.

10. Words importing the singular shall include the plural and vice versa and any words denoting actual persons shall include companies corporations and other artificial persons.

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

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

## **Taking Effect**

13. The provision of this Agreement shall have immediate effect upon the completion of this Agreement SAVE FOR Clause 16 that shall only have effect upon the date upon which the Planning Permission is granted.

## **Application of Section 106 of the Act and Section 16 of the 1974 Act and Section 278 of the 1980 Act**

14. It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act and that the Council is the local planning authority by whom they may be enforced and are also enforceable by the Council as the covenants pursuant to Section 16 of the 1974 Act and obligations pursuant to the Transport Works and the Highway Works are also enforceable by the Council as the Local Highway Authority under the 1980 Act.

15. Both the positive and restrictive covenants and undertakings herein on the part of the Developer are entered into with the intent that the same shall be enforceable without limit of time not only against the Developer but also against its successors in title and assigns and any Person claiming through or under the Developer 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 PROVIDED THAT (unless an Associated Person carries out or procures the carrying out of the Development) if the Developer has not acquired a legal leasehold or freehold interest in a Phase the Developer shall not be liable under this Agreement for that Phase where the breach of this Agreement is caused by a Third Party AND PROVIDED FURTHER THAT for the purposes of this Clause 15 and Clause 52 only:

15.1. the interest held by the Developer under title number AGL 292372 registered at the Land Registry shall be deemed not to be part of Phase 3;

15.2. any interest held (or to be held) by the Developer within the areas edged and shaded red and edged blue on plan 1 at the Fourth Schedule shall be deemed not to be part of Phase 5; and

- 15.3. for the avoidance of doubt any interest held by the Developer within the area edged red and marked "Site Boundary" on plan 2 at the Fourth Schedule shall be deemed not to be part of Phase 7 and any interest held by the Developer within the area edged blue and marked "KSS1 Site Boundary" plan 3 at the Fourth Schedule shall be deemed not to be part of Phase 2.

#### **Obligations of the Developer**

16. Subject to the proviso in Clause 15, the Developer hereby covenants and undertakes for itself and its successors in title with the Council as follows:

#### **General**

- 16.1. Not to carry out continue or procure the Development in each Phase without performing and observing the obligations stipulations and other matters set out in this Agreement relating to that Phase and on the part of the Developer to be performed and observed unless otherwise agreed in writing by the Parties
- 16.2. To permit the Planning Obligations Monitoring Officer access on reasonable notice and at reasonable times 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;

#### **The Contributions**

- 16.3. On or prior to the Implementation Date of Phase 2 to pay to the Council the Phase 2 Sum and the Phase 2 Monitoring Contribution.

- 16.4. Not to:
  - 16.4.1. Implement, cause or permit Implementation of Phase 2;
  - 16.4.2. Occupy or cause or permit the Occupation of Phase 2 or any part thereof;
  - 16.4.3. Use or cause or permit the use of Phase 2 any part thereof;
- 16.5. until such time as the Council has received and banked in full the Phase 2 Sum and the Phase 2 Monitoring Contribution.
- 16.6. On or prior to the Implementation Date of Phase 3 to pay to the Council the Phase 3 Sum and the Phase 3 Monitoring Contribution.
- 16.7. Not to:
  - 16.7.1. Implement, cause or permit Implementation of Phase 3;
  - 16.7.2. Occupy or cause or permit the Occupation of Phase 3 or any part thereof;
  - 16.7.3. Use or cause or permit the use of Phase 3 any part thereof;
- 16.8. until such time as the Council has received and banked in full the Phase 3 Sum and the Phase 3 Monitoring Contribution.
- 16.9. On or prior to the Implementation Date of Phase 4 to pay to the Council the Phase 4 Sum and the Phase 4 Monitoring Contribution.

16.10. Not to:

16.10.1. Implement, cause or permit Implementation of Phase 4;

16.10.2. Occupy or cause or permit the Occupation of Phase 4 or any part thereof;

16.10.3. Use or cause or permit the use of Phase 4 any part thereof;

16.11. until such time as the Council has received and banked in full the Phase 4 Sum and the Phase 4 Monitoring Contribution.

16.12. On or prior to the Implementation Date of Phase 5 to pay to the Council the Phase 5 Sum and the Phase 5 Monitoring Contribution.

16.13. Not to:

16.13.1. Implement, cause or permit Implementation of Phase 5;

16.13.2. Occupy or cause or permit the Occupation of Phase 5 or any part thereof;

16.13.3. Use or cause or permit the use of Phase 5 any part thereof;

16.14. until such time as the Council has received and banked in full the Phase 5 Sum and the Phase 5 Monitoring Contribution.

16.15. On or prior to the Implementation Date of Phase 6 to pay to the Council the Phase 6 Sum and the Phase 6 Monitoring Contribution.

16.16. Not to:

16.16.1. Implement, cause or permit Implementation of Phase 6;

16.16.2. Occupy or cause or permit the Occupation of Phase 6 or any part thereof;

16.16.3. Use or cause or permit the use of Phase 6 any part thereof;

16.17. until such time as the Council has received and banked in full the Phase 6 Sum and the Phase 6 Monitoring Contribution.

16.18. On or prior to the Implementation Date of Phase 7 to pay to the Council the Phase 7 Sum and the Phase 7 Monitoring Contribution.

16.19. Not to:

16.19.1. Implement, cause or permit Implementation of Phase 7;

16.19.2. Occupy or cause or permit the Occupation of Phase 7 or any part thereof;

16.19.3. Use or cause or permit the use of Phase 7 any part thereof;

16.20. until such time as the Council has received and banked in full the Phase 7 Sum and the Phase 7 Monitoring Contribution.

16.21. On or prior to the Implementation Date of Phase 8 to pay to the Council the Phase 8 Sum and the Phase 8 Monitoring Contribution.

16.22. Not to:

- 16.22.1. Implement, cause or permit Implementation of Phase 8;
- 16.22.2. Occupy or cause or permit the Occupation of Phase 8 or any part thereof;
- 16.22.3. Use or cause or permit the use of Phase 8 any part thereof;

16.23. until such time as the Council has received and banked in full the Phase 8 Sum and the Phase 8 Monitoring Contribution

Affordable Housing

16.24. To Provide

- 16.24.1. for Phase 2 (which for these purposes shall include Block E) no less than 36% of the Residential Units as Affordable Housing and the Affordable Housing in accordance with the applicable Affordable Housing Mix; and the Affordable Housing in accordance with the Affordable Housing Terms; PROVIDED THAT in the event the Development does not receive Allocated Grant then the Developer shall meet with the Council's planning and housing officers and shall acting in good faith agree SUBJECT TO the Council's Planning Sub-Committee's approval with the Council's officers and the Director of Housing an alternative mechanism for delivery of the Affordable Housing
- 16.24.2. for the Outline Development no less than 43% of the Residential Units as Affordable Housing and



unless otherwise agreed in writing with the Director of Housing no less than 41% of the Residential Units as Affordable Housing in each of Phases 3, 4 and 5 and no less than 43% of the Residential Units as Affordable Housing in each of Phases 6, 7 and 8 and the Affordable Housing in accordance with the applicable Affordable Housing Mix for each Phase; and the Affordable Housing in accordance with the Affordable Housing Terms; PROVIDED THAT in the event the Development does not receive Allocated Grant then the Developer shall meet with the Council's planning and housing officers and shall acting in good faith agree SUBJECT TO the Council's Planning Sub-Committee's approval with the Council's officers and the Director of Housing an alternative mechanism for delivery of the Affordable Housing

- 16.25. Subject to Clause 19, not to Occupy nor cause or permit the Occupation of and/or use or cause or permit the use of the Affordable Dwellings other than as Affordable Housing by a Residential Occupier of an Approved Registered Provider;
- 16.26. Not to Implement each Phase until it has submitted to the Council for approval in writing and the Director of Housing has approved in writing the Affordable Housing Scheme ("the Approved Affordable Housing Scheme" which may be amended from time to time with the written approval of the Director of Housing subject where applicable to the Viability Assessment) for that Phase and not to carry out the Development otherwise than in accordance with the Approved Affordable Housing Scheme for that Phase

16.27. Not to Occupy nor cause or permit the Occupation of and/or use or cause or permit the use of the Affordable Dwellings unless and until:

16.27.1. the Developer has served notice on the Planning Obligations Monitoring Officer in accordance with Clause 23 advising of the Affordable Housing Inspection Date at least 4 weeks before the Affordable Housing Inspection Date and the Affordable Dwellings may be inspected at any time during ordinary business hours during the 14 Working Days from the Affordable Housing Inspection Date such other time as may be agreed with the Council; and

16.27.2. the Affordable Dwellings have been inspected on behalf of the Council in accordance with Clause 16.27.1; and

16.27.3. the Planning Obligations Monitoring Officer has confirmed in writing to the Developer that the Affordable Dwellings have been constructed and are ready for Occupation in accordance with the applicable Reserved Matters Application or as applicable Phase 2 PROVIDED THAT this sub-clause shall be deemed to have been complied with if no written communication has been received from the Planning Obligations Monitoring Officer within 14 Working Days of the date on which the Affordable Dwellings were inspected;

16.28. Not to Occupy, suffer or permit Occupation and or use suffer or permit the use of the 50% of the Open Market Dwellings within Phase 2 and 60% of the Open Market Dwellings in each

Phase of the Outline Development (unless otherwise agreed in writing by the Director of Planning provided never more than 80% of the Open Market Dwellings can be Occupied and used) unless and until:

16.28.1. the Affordable Dwellings for the applicable Phase (including the Affordable Parking Spaces for those Affordable Dwellings) have been transferred or agreed to be transferred to an Approved Registered Provider in accordance with the Affordable Housing Terms unless the Developer is an Approved Registered Provider; and

16.28.2. the works of construction and fitting out of the Affordable Dwellings for the applicable Phase have been completed in accordance with the specification approved by the Approved Registered Provider and has been certified as such by the Approved Registered Provider save for snagging items and minor defects which do not materially interfere with the beneficial use and enjoyment of the Affordable Dwelling

16.29. To commence all works of construction and fitting out necessary to make the Affordable Dwellings suitable for Occupation as Affordable Housing in line with the previous agreed design specification and thereafter to proceed with and complete such works in a good and workman like manner using good quality materials in accordance with the specification approved by the Affordable Housing Provider

- 16.30. At least three months prior to starting planning and design for any plot within a Phase the Developer will notify the Council of their intention to start the same to allow sufficient time for the Council to carry out a housing needs survey of those tenants due to move into the new homes on the plot and provide the Developer with information to enable them to design homes suitable for those residents. If there is an excess of homes then these should be designed in line with the Council's own housing mix policies

#### Phasing Plan

- 16.31. Not to Implement, cause or permit Implementation of the Outline Development until the Phasing Plan has been submitted to and approved by the Council, and thereafter not to Implement, cause or permit Implementation of each subsequent Phase until an updated Phasing Plan has been submitted to and approved by the Council or the Council confirm in writing that no such update is required
- 16.32. To ensure each Phase is only completed in accordance with the applicable conditions pursuant to the Planning Permission and the applicable terms and provisions of this Agreement

#### Local Labour and Ways into Work

- 16.33. The Developer (and their agents employees contractors and sub-contractors) shall use all reasonable endeavours to ensure the Local Labour Percentage during the Construction Phase;
- 16.34. The Developer shall:

- 16.34.1. In relation to each Phase notify Ways into Work or any other subsequent organisation of all vacancies for employees, self-employed, sub-contractors and any other form or type of employment or service arising from the Construction Phase and the End Use Phase
- 16.34.2. In relation to each Phase Supply to Ways into Work a full and detailed labour plan for the full duration of the Construction Phase identifying what skills, employment and services are needed for the construction of the Development throughout the Construction Phase;
- 16.34.3. Have an active programme for recruiting and retaining Apprentices in the various building trades (such as brick laying, carpentry, electrical, plumbing and plastering) and employ at least one Apprentice per £2 Million of construction contract value, with no less than 356 Apprentices being employed during the Construction Phase, and to provide the Planning Obligations Monitoring Officer with written evidence documenting that programme within 7 working days of a request from the Planning Obligations Monitoring Officer;
- 16.34.4. In relation to all contracts for goods and/or services and/or works with a value in excess of £5 million the Developer shall engage with local suppliers directly and shall submit and re-submit to the Council's Ways into Work team until such time as the same is approved in writing by the Council's Ways into Work team a full written procurement plan detailing the goods, materials, services and works

that will be used during the Construction Phase and End Use Phase;

16.35. For each contract for goods and/or services and/or works with a value of or in excess of £5 million during the Construction Phase the Developer shall pay the Council prior to or upon the Occupation Date the sum of £4,850 (four thousand eight hundred and fifty pounds) per each £5 million valuation towards the cost of providing NVQ training courses, employment training, brokerage support and beneficiary support PROVIDED that the Employment Training Contribution shall first be deducted from such figure with the remainder shall be paid, and only if there is a positive resultant figure;

16.36. During the Construction Phase and End Phase of any Phase the Developer shall participate in the Council's Ways into Work initiatives by using all reasonable endeavours to promote recruitment of Residents, and specifically those from Priority Employment Groups, when contracting with Local Businesses and the prospective tenants/owners of the Development;

16.37. To submit and thereafter resubmit to the Council the Employment and Skills Plan until such time as the same is approved in writing by the Council ("the Approved Employment and Skills Plan") prior to the Implementation Date;

16.38. The Employment and Skills Plan shall, inter alia; (1) set out the partnership arrangements with Ways into Work and any local employment or training agencies including appropriate reporting mechanisms and how the Developer will promote recruitment of Local Labour, and specifically those from Priority Employment Groups, when contracting with Local Businesses and the prospective tenants/owners of the Development; and (2) set out a package of measures to be

adopted by the Developer in relation to the Development to promote the employment of Local Labour and specifically Priority Employment Groups

- 16.39. Not to Implement any Phase until the measures in the Approved Employment and Skills Plan which are required to be in place prior to Implementation have been implemented (and where necessary the Developer has procured such implementation) and the measures and objectives which are required to be in place have been introduced and promoted by the Developer to the reasonable satisfaction of the Council and thereafter to comply with the Employment and Skills Plan in relation to that Phase;
- 16.40. To use all reasonable endeavours to ensure the objectives of the Approved Employment and Skills Plan are met;
- 16.41. The Developer shall (and their agents employees contractors and sub-contractors) use all reasonable endeavours to ensure the Local Labour Percentage throughout the End Use Phase for each Phase;
- 16.42. On a quarterly basis from the commencement of the Construction Phase and until the expiry of the End Use Phase for each Phase to submit to the Council's Ways into Work the Ways into Work Labour Return;
- 16.43. If at any time the Ways into Work Labour Return shows that the percentage of Local Labour as part of the Workforce is less than the Local Labour Percentage the Developer shall as soon as practicable use all reasonable endeavours to ensure the Local Labour Percentage is met and shall comply with any steps or directions requested by the Council to secure the same

16.44. Nothing in the Clauses above shall prevent the Developer from carrying out their own employment initiatives in addition to the obligations set out in the aforementioned Clauses.

Considerate Constructors Scheme

16.45. Not to Implement the Development unless and until:

16.45.1. the Developer has registered the Development with the Considerate Constructors Scheme or if the Considerate Constructors Scheme no longer exists has otherwise demonstrated to the satisfaction of the Council that the Development will be constructed in accordance with the Code of Considerate Practice ; and

16.45.2. the Developer has provided sufficient evidence to the Council to demonstrate compliance with Clause 16.45.1;

16.46. To ensure that :

16.46.1. the Development is constructed in accordance with the Code of Considerate Practice; and

16.46.2. in the event of non-compliance with Clause 16.46.1 the Developer shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance;



16.46.3. an assessment from a representative of the Considerate Constructors Scheme or if the Considerate Constructors Scheme no longer exists other independent person of the performance of the construction of the applicable Phase against the Code of Considerate Practice is obtained and the results of the assessment reported to the Council within seven (7) days of receipt;

#### Parking and Car Free Development

16.47. Not to Implement any Phase until the Parking Plan for that Phase has been submitted to and approved in writing by the Council ("Approved Parking Plan") and thereafter the Phase shall not be implemented and carried out otherwise than in accordance with the Approved Parking Plan for that Phase approved from time to time by the Council

16.48. The transfer of the Affordable Parking Spaces to an Approved Registered Provider in accordance with the Parking Plan shall be subject to the following:

16.48.1. the transfer of the Affordable Parking Spaces for Residents of Social Rented Housing shall be free

16.48.2. The Developer may negotiate the terms on which any parking spaces allocated for Residents of Intermediate Housing are transferred to an Approved Registered Provider PROVIDED THAT for the avoidance of doubt all parking spaces allocated for Residents of Affordable Housing shall not be used by any other Residents

16.48.3. The Approved Parking Plan shall provide for the Affordable Parking Spaces to be allocated to Affordable Dwellings and transferred (free for those allocated to Social Rented Units) to the Approved Registered Provider such spaces being no less than 36% of the Approved Parking Spaces for Phase 2 (which for these purposes shall include Block E) and no less than 41% of the Approved Parking Spaces for all other Phases unless the Council's Planning Sub-Committee prior to Implementation of any applicable Phase so authorise a lesser figure for that Phase (it being acknowledged that the purpose of this provision is not to limit the number of parking spaces for Open Market Units when less than 36% of the Approved Parking Spaces for Phase 2 or less than 41% of the Approved Parking Spaces for all other Phases is to be provided as Affordable Parking Spaces in the Approved Parking Plan)

16.48.4. In the event that not all the Affordable Parking Spaces for each Phase are transferred to the Approved Registered Provider in accordance with the Approved Parking Plan and this clause 16.48 the use of the non-transferred Affordable Parking Spaces shall be determined by the Council's Planning Sub-Committee (and if the Council's Planning Sub-Committee so determine and authorise the matter need not be referred back to them for any future Phase in the event of the same situation occurring)

16.49. Not to allow the Occupation of any Car Free Residential Unit until the Residential Occupier of such Car Free Residential Unit has been notified of the restrictions set out in Clauses 16.50

and 16.51 below and the Developer covenants to procure that these restrictions are included in any freehold, leasehold, option, licence or other disposal of a Car Free Residential Unit to any to any Residential Occupier

16.50. A Residential Occupier of a Car Free Residential Unit shall not use or be entitled to a Parking Permit to park a Motor Vehicle in a Parking Bay or a contract to park a Motor Vehicle in any car park owned controlled or licensed by the Council unless such Residential Occupier is or becomes entitled to be a holder of a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 and provided that the Residential Occupier has first notified the Planning Obligations Monitoring Officer in writing of such entitlement and has provided proof thereof if required to do so by the Planning Obligations Monitoring Officer and for the avoidance of doubt any Residential Occupier whilst residing using and or occupying a Car Free Residential Unit shall not purchase or procure the purchase for himself of a Parking Permit for a Parking Bay within a Controlled Parking Zone within the London Borough of Hackney.

16.51. To ensure that prior to the Occupation of any Car Free Residential Unit forming part of the Development each new Residential Occupier of the Development is informed by the Developer of the Council's policy that they shall not be entitled (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970) to be granted a Parking Permit to park a vehicle in a Parking Bay and will not be able to buy a contract to park within any car park owned, controlled or licensed by the Council

16.52. The Developer for itself and its successors in title to the Property hereby acknowledges that the provisions in Clauses 16.50 and 16.51 above will remain permanently.

The Highway Contribution

16.53. Not to implement any Phase until a schedule of condition detailing the physical condition of the public highway in and adjacent to that Phase has been submitted by the Developer to the Council

16.54. In the event that the Council reasonably considers that Highway Works are necessary following the end of the Construction Phase the Council shall provide the Developer with written notice stating that such works are required and an estimate of the Highway Contribution with a breakdown showing how the estimated cost has been calculated and the date the Council intends to commence the Highway Works

16.55. On completion of the Highway Works for each Phase the Council shall provide the Developer with a certificate ("the Highway Certificate") showing the Highway Contribution being the sum expended by the Council in carrying out the Highway Works for that Phase;

16.56. The Developer shall within 21 Working Days of receipt of the Highway Certificate pay to the Council the Highway Contribution for that Phase

16.57. The Developer shall give at least six (6) months written notice to the Principal Engineer in the manner outlined at Clause 23 hereof quoting the Application Reference of the date on which the Council may commence the Highway Works for each Phase and the Developer shall give the Council all access to

and over the Property necessary to carry out the Highway Works for that Phase and the Transport Works.

16.58. The Council and the Developer agree to liaise on the timing and extent of the Highway Works and Transport Works so as to minimise in so far as reasonably practicable disruption to the construction occupation and use of the Development and to ensure that any Highway Works and Transport Works or other highway works carried out by the Council have regard to the nature extent and timing of any works being carried out by the Developer

16.59. A minimum of 600mm cover from the top of any apparatus is required for crossovers to be laid by the Developer at the Developer's expense in advance of the Council carrying out the Highway Works and the kerb height of new footway must be 130-140mm above the carriageway edge and the footway is to be constructed with a cross-fall of 1 in 40. It is the Developer's responsibility to ensure that their design suits the proposed footway level.

16.60. The Developer shall pay (within 28 days of any such demand) to the Council a sum equal to the whole of the reasonable and proper expenses to which the Council is put by reason of carrying out the Highway Works including (without prejudice to the generality of the foregoing):

16.60.1. satisfying claims made under the Land Compensation Act 1973 Parts I and II arising from the execution of the Highway Works;

16.60.2. any and all charges that may be levied on the Council or the Developer by any of the Statutory Undertakers in respect of removal, protection or

alteration of any of their apparatus necessitated by the Highway Works

16.61. To ensure any new road(s) or highway(s) ("New Highway") to be constructed and/or changes to the existing highway network pursuant to the Development are constructed and completed and are fit for purpose and shall ensure that there is a direct connection between any New Highway and the existing highway network and the Developer shall be responsible for at their expense ensuring that any areas that will become subject to vehicular loading and the identification and arrangement for any lowering or diversionary works that may be required to Statutory Undertakers apparatus meet current specifications and furthermore shall take all necessary steps at their expense to ensure that any New Highway is of an adoptable standard and becomes highway maintainable at the public expense, subject to entering into any associated agreement(s) or license(s) with the Council and/or complying with any reasonable procedures or requests by the Council in this regard (the Developer and the Council agreeing to negotiate and complete these agreement(s) or license(s) and/or procedures or requests as far as reasonably practicable prior to the commencement of the works to construct any New Highway and in any event prior to the Occupation of the applicable Phase);

16.62. Not to Occupy or cause or permit the Occupation of the applicable Phase or any part thereof or use or cause or permit the use of the applicable Phase or any part thereof until any New Highway for that Phase has been connected to the existing highway network

16.63. Unless otherwise agreed in writing by the Principal Engineer, not to undertake any works on any existing highway land without

first having entered into and completed any applicable agreements or licences at the Developer's expense with the Council

16.64. In relation to highways for which TFL is the highway authority the Developer shall pay to either the Council (for onward transmission to TFL) or TFL the reasonable and proper costs of repairing damage to highways and footways caused by construction traffic to and from any Phase of the Development within 21 Working Days of receipt of a demand from either the Council or TFL Provided that the Council or TFL shall first notify the Developer as soon as reasonably practicable of any such damage and shall as soon as reasonably practicable thereafter provide the Developer with reasonable details of the nature date and time and proposed remediation of any damage and the estimated cost of remediation. The Developer shall cease to be liable for each Phase following the end of the Construction Phase save in respect of any damage already notified to the Developer under this Clause.

#### The Open Space Contribution

16.65. The Developer shall pay the Open Space Contribution for each Phase quarterly to the Council commencing with the issue of the Certificate of Practical Completion of that Phase

#### The Seven Sisters Road Contribution

16.66. Within 2 months of the date of this Agreement to have organised and held a meeting with the Steering Group and agree with the Council and TFL terms of reference (including dispute resolution procedures) for the Steering Group and the further programme of meetings and timetable for submission and agreement of the Indicative Seven Sisters Road Plan and

Seven Sisters Road Plan shall be determined at that meeting provided that thereafter the Steering Group shall meet at least once every 2 months until the date the Approved Seven Sisters Road Monitoring Report is approved or if applicable Seven Sisters Road Monitoring Works have been completed (as confirmed by TFL) or if the events specified in clause 16.85 have occurred

16.67. To use all reasonable endeavours to agree a programme and timetable for submission of the Indicative Seven Sisters Road Plan and to agree the details including costs to be included therein and the Council and the Developer agree that the preparation of the Indicative Seven Sisters Road Plan and Seven Sisters Road Plan will be in collaboration with TFL and the Developer covenants with the Council to collaborate and consult fully with TFL

16.68. To submit the Indicative Seven Sisters Road Plan to the Council on or prior to the date a Reserved Matters Application is submitted for Phase 3 and thereafter not to Implement, or cause or permit Implementation of Phase 3 or any successive Phase until the Seven Sisters Road Plan has been submitted to and approved in writing by the Council and TFL ("the Approved Seven Sisters Road Plan") and for the avoidance of doubt the Approved Seven Sisters Road Plan may if the Steering Group has so confirmed conclude that a Seven Sisters Road Scheme is not feasible

16.69. If the Approved Seven Sisters Road Plan concludes that the Seven Sisters Road Scheme can take place then the Developer shall enter into discussions with TFL within 14 Working Days of notification of the Approved Seven Sisters Road Plan to expeditiously detail, timetable and progress the Seven Sisters Road Works; and



16.70. The Developer shall use all reasonable endeavours to enter into the Seven Sisters Road Works Highway Agreement with TFL prior to or upon the Implementation of Phase 3 and under which the Developer shall agree to pay the Seven Sisters Road Works Cost to TFL and which shall specify inter alia that (a) TFL shall endeavour to ensure that the Seven Sisters Road Works will be carried out at the same time as the works to carry out Phase 3 and (b) an obligation on the Developer to pay (within 28 days of any such demand) for any and all reasonable and proper charges for the Statutory Undertakers Work to the extent that any such costs are greater than the Statutory Undertakers Work Cost Figure

16.71. The Seven Sisters Road Works Highway Agreement shall provide inter alia that (a) the Seven Sisters Road Works shall be designed with the intention that the Seven Sisters Road Works Cost does not exceed the Seven Sisters Road Contribution and the Known Statutory Undertakers Costs equates to or will be lower than the Statutory Undertakers Work Cost Figure (b) once the Seven Sisters Road Works have been agreed the detailed drawings will be completed (c) if the estimated Seven Sister Road Works Cost exceed the Seven Sisters Road Contribution the Seven Sisters Road Works will be de-scoped until the estimated Seven Sisters Road Works Cost does not exceed the Seven Sisters Road Contribution and (if applicable) if the Known Statutory Undertakers Costs exceed the Statutory Undertakers Costs Figure reasonable endeavours will be used to de-scope such works so the Known Statutory Undertakers Costs does not exceed the Statutory Undertakers Costs Figure (d) TFL shall not enter into a contract or place orders for the Seven Sisters Road Works unless the Seven Sisters Road Works Cost (as known on the date such contract is entered into or order placed) will be less than or equal to the Seven Sisters Road

Contribution and TFL has demonstrated this to the Developer's reasonable satisfaction (e) as and when required the costs and expenses incurred or to be incurred by the Developer are agreed in writing by the Council and TFL

16.72. The Seven Sisters Road Works Highway Agreement shall provide that:

16.73. The Developer shall be informed as soon as possible if any such potential changes arise to the Seven Sisters Road Works Cost and the Developer's liability thereunder and:

16.73.1. the Developer shall be kept fully informed at all times of the nature and extent of any such potential change arises

16.73.2. the Developer shall be permitted to make such investigations and/or steps as the Developer may reasonably deem necessary to verify such change within 28 days of being informed of such charges pursuant to this Clause;

16.73.3. no change to which this Clause relates is accepted or settled or compromised without the Developer being informed of such charge at least 28 days prior;

16.73.4. proper regard shall be had to any comments or representations made by the Developer in relation to such change; and

16.73.5. the Developer may instruct such reputable firm of experts as the Developer may reasonably specify in respect of the conduct of negotiations in respect of any change to which this Clause relates provided always that the cost of any such experts are borne by the Developer and are not deducted from the Seven Sisters Road Contribution.

- 16.74. The Council confirms and agrees that any of the Escrow Account Sums (together with any index linking and interest attributable to such sums) shall be paid to TFL either on the signing of or pursuant to the Seven Sisters Road Works Highways Agreement and such payments shall be towards the Seven Sisters Road Works Cost.
- 16.75. Nothing in the above Clauses shall preclude the Seven Sisters Road Works being done as soon as possible in advance of any deadlines noted
- 16.76. Within seven (7) days of making payment of the Seven Sisters Road Contribution to provide to the Council written notice confirming such payment has been made; and
- 16.77. Shall notify the Council of the Seven Sisters Road Works Completion Date; and
- 16.78. The Developer shall liaise and co-operate with TFL so as to facilitate that the Seven Sisters Road Works are carried out at the same time as the works pursuant to Phase 3 and that the Seven Sisters Road Works Completion Date is prior to the Implementation of Phase 4 (or whatever Phase is to be Implemented next after the Implementation of Phase 3 according to the Approved Phasing Plan)
- 16.79. To collaborate with the Steering Group within 6 months of the Seven Sisters Road Works Completion Date to assist in the preparation of the Seven Sisters Road Monitoring Plan to include if applicable indicative costs and a mutually agreeable programme and the Developer shall submit the Seven Sisters Road Monitoring Plan for it to be agreed by the Council and TFL ("the Approved Seven Sisters Road Monitoring Plan") no

later than 12 months from the Seven Sisters Road Works Completion Date

16.80. To collaborate with the Steering Group within 6 months from the date the Seven Sisters Road Monitoring Plan is approved in writing ("the Approved Seven Sisters Road Monitoring Plan Date") to assist in the preparation of the Seven Sisters Road Monitoring Report which to include if applicable indicative costs and a mutually agreeable programme and the Developer shall submit the Seven Sisters Road Monitoring Report for it to be agreed by the Council and TFL ("the Approved Seven Sisters Road Monitoring Report") no later than 12 months from the Approved Seven Sisters Road Monitoring Plan Date

16.81. If the Approved Seven Sisters Road Monitoring Report (pursuant to the Approved Seven Sisters Road Monitoring Plan) concludes there is a requirement for Seven Sisters Road Monitoring Works then the Developer shall enter into discussions with TFL and/or the Council as appropriate within 14 Working Days of notification of the Approved Seven Sisters Road Monitoring Report to expeditiously detail, cost, timetable and progress and implement the Seven Sisters Road Monitoring Works; and

16.82. The Developer shall pay to TFL (or to TFL and the Council in such proportions as TFL shall agree and notify to the Developer) the Seven Sisters Road Monitoring Contribution within 21 Working Days of such demand and within seven (7) days of making such payment shall provide to the Council written notice confirming such payment has been made and shall enter into any such further highways agreements as may be required for the Seven Sisters Road Monitoring Works to secure the payment of the Seven Sisters Road Monitoring Contribution including such other terms as the parties shall

agree acting reasonably (provided always that these agreements do not require the Developer to make any payments or incur any expenditure or liability that in total exceeds the Seven Sisters Road Monitoring Contribution, and provided that any part of the Seven Sisters Road Monitoring Contribution which is not expended on the Seven Sisters Road Monitoring Works shall be repaid to the Developer); and

16.83. The Developer shall liaise and co-operate with TFL so as to facilitate the Seven Sisters Road Monitoring Works are carried out at the same time as the works pursuant to Phase 4 (or such Phase that shall be agreed by the Steering Group) and that the Seven Sisters Road Monitoring Works are completed upon or prior to the date the Certificate of Practical Completion is issued for Phase 4 (or such Phase that shall be agreed by the Steering Group)

16.84. Within 30 Working Days of the Developer forwarding notice from TFL confirming that the Developer's obligations under Clauses 16.66 to 16.83 above have been discharged the Developer shall pay to the Council the difference between the total of the sums paid by the Developer to the Council and/or TFL under Clauses 16.66 to 16.83 above and (if greater) the Seven Sisters Road Contribution to be expended by the Council in consultation with the Developer and TFL on the following purposes and order: (1) on alternative works to Seven Sisters Road in the vicinity of the Property; (2) to works to other highways in the vicinity of the Property; and (3) to any other planning and/or highways and/or transport purposes reasonably related to the Development

16.85. If by (a) Implementation of Phase 4 (or whatever Phase is to be Implemented next after the Implementation of Phase 3 according to the Approved Phasing Plan) no Seven Sisters

Road Works Highways Agreement has been entered into or if (b) the Seven Sisters Road Works Highways Agreement has been entered into but the Seven Sisters Road Works have not commenced within 30 months from the date of the Seven Sisters Road Works Highways Agreement or by 1 May 2020 (whichever date is the later) or if (c) 5 years from the commencement of the Seven Sisters Road Works the Seven Sisters Road Works Completion Date has not occurred then it is agreed that any balance of the Seven Sisters Road Works Contribution (not expended pursuant to this Agreement) shall be transferred to the Council and to be expended by the Council in consultation with the Developer for the purposes and in the priority specified in Clause 16.84

#### Satellite Offices and Adult Learning Centre

16.86. Not to Implement or cause or permit Implementation of

16.86.1. Phase 6 until the Adult Learning Centre Plan has been approved by the Council ("the Approved Adult Learning Centre Plan")

16.87. Thereafter the Developer shall provide the adult learning centre in accordance with the Approved Adult Learning Centre Plan

16.88. Not to Implement or cause or permit Implementation of Phase 3 until the Phase in which each Satellite Office is to be provided has been agreed with the Council

16.89. Not to Implement any Phase of the Development in which a Satellite Office is located until the Satellite Office Specification for that Phase has been approved by the Council ("the Approved Satellite Office Specification")

16.90. Thereafter the Developer shall provide the Satellite Office in that Phase in accordance with the Approved Satellite Office Specification

#### Temporary Children's Centre

16.91. Not to Implement Phase 2 until the Children's Centre Plan has been submitted to and approved in writing by the Council ("the Approved Children's Centre Plan") and thereafter to carry out the measures in the Approved Children's Centre Plan

16.92. Not to demolish the Temporary Children's Centre until either another children's centre has been completed and fitted out in Phase 2 or funding is received for another temporary measure.

#### Viability Assessment

16.93. After the Implementation Date of Phase 5 and prior or together with any Reserved Matters Application for Phase 6 the Developer shall submit to the Council a Viability Assessment for approval

16.94. The purpose of the Viability Assessment is to determine the provision of Affordable Housing Mix and Affordable Housing Scheme for the applicable Phases PROVIDED THAT the Developer shall only be required to provide no less than 41% of the Residential Units as Affordable Housing within the whole Development

16.95. The Viability Assessment shall include financial information taking into account the cost of providing Affordable Housing of differing tenure mixes, the potential profit levels of the Development, land values, the Council's policies in relation to Affordable Housing, the Excess Statutory Undertakers Costs

(if applicable) and any potential funding from the Homes and Community Agency and any other institution and any other relevant considerations, including documentary evidence where appropriate of the Development's ability or inability to provide differing tenure mixes of Affordable Housing and the number of such units;

16.96. The Council shall review all documents provided pursuant to the Viability Assessment (or any further information submitted by the Developer following a request from the Council under this Clause) may have the Viability Assessment independently verified at the Developer's expense, and shall provide any response or approval in writing within 30 Working Days to the Developer. The Council's response may include a request for more detailed information, further financial verification, documentary evidence or clarification;

16.97. The Developer and the Council agree to act in good faith in the submission and consideration of the Viability Assessment.

16.98. Not to Implement, cause or permit Implementation of Phase 6, Phase 7 and Phase 8 until the Viability Assessment has been approved in writing by the Council ("the Approved Viability Assessment Plan");

16.99. The Developer agrees to bear all costs of providing the Viability Assessment and financial and documentary evidence (including the reasonable and proper costs of the Council in independently verifying the Viability Assessment);

16.100. The Council agrees to treat the Viability Assessment and financial and documentary evidence as confidential and commercially sensitive, except where the Council is bound by its statutory obligations in relation to information that it holds



PROVIDED THAT where a request for information is made for disclosure then the Council will where reasonably practicable notify the Developer forthwith of the request and where the Council considers or is minded to consider that it should disclose confidential or commercially sensitive information as a result of a request then if requested by the Developer it shall if reasonably practicable (at the Developer's expense) seek the written opinion of Counsel as to whether it is obliged to disclose the information pursuant to the request in all the circumstances of the case, and if so to what extent and with what extent of redaction and the Council shall have regard to the advice of Counsel and the representations of the Developer as to the extent of disclosure and the extent of redaction in deciding whether to and what information to disclose PROVIDED THAT nothing in this clause shall make the Council act contrary to any statutory obligation;

- 16.101. Following receipt of the Approved Viability Assessment
- 16.102. the Developer within 10 Working Days of notification of the Approved Viability Assessment shall confirm in writing to the Council the Affordable Housing Mix and Affordable Housing Scheme for the applicable Phase; and
- 16.103. the Affordable Housing Scheme incorporating the Affordable Housing Mix for each applicable Phase shall be provided prior to Implementation of that Phase; and
- 16.104. the Development of each Phase shall not be carried out otherwise than in accordance with the Affordable Housing Mix and Approved Affordable Housing Scheme.

Notice to the Council/Other Matters

- 16.105. The Developer shall give written notice to the Council on or prior to the Implementation Date of each Phase specifying that Implementation of that Phase has taken place or when it will take place;
- 16.106. If the Developer fails to give written notice of the Implementation Date of each Phase to the Council in accordance with Clause 16.105 the Due Date for the applicable Phase Sum and applicable Phase Monitoring Contribution and any other applicable payment shall be the date determined as the deemed commencement date pursuant to the Community Infrastructure Regulations 2010 (as amended at the date of this Agreement);
- 16.107. Within 7 days following completion of each Phase of the Development the Developer shall certify in writing to the Planning Obligations Monitoring Officer in the manner outlined at Clause 23 hereof quoting the Application Reference the date upon which the Residential Units forming that Phase are ready for Occupation;
- 16.108. The Developer and the Council shall each act in good faith and shall co-operate to facilitate the discharge and performance of all obligations contained herein
- 16.109. The Developer agrees declares and covenants with the Council that it shall observe and perform the conditions restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition restriction or provision imposed by this Agreement unless this is due to any negligence on the part of the Council or breach of the Council's obligations hereunder;

## Payments VAT and Index Linking

- 16.110. Payment of the Phase Sum and the Open Space Contribution and the Highway Contribution and the Phase Monitoring Contribution and all other payments to the Council (unless otherwise specified) to this Agreement shall be made by the Developer to the Council sending the full amount in the form of a Banker's draft or cheque to the Planning Obligations Monitoring Officer referring to the names dates and parties to this Agreement and citing the specific clause of this Agreement to which such contribution relates;
- 16.111. All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all parties other than the Council shall pay and indemnify the Council against any such irrecoverable value added tax properly payable on any sums paid to the council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Developer and provided that such value added tax is recoverable by the Developer;
- 16.112. Any contributions referred to in this Agreement as payable or to be applied by any party other than the Council under this Agreement (except the Highway Contribution (including the payment due under clause 16.60) and the Open Space Contribution and any payment which is Index Linked) shall be paid or applied TOGETHER WITH if such payment or application is made 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 AIIIRP figure last published at 5 February 2014 is the denominator ("X") and the last AIIIRP figure published before the date such payment

or application is made ("Y") less the last published AllRP figure at 5 February 2014 ("X") is the numerator so that

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

16.113. For the purposes of Index Linking the Seven Sisters Road Contribution where part of that Contribution has been paid or expended that part of the Seven Sisters Road Contribution shall cease to be Index Linked

16.114. All 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 National Westminster Bank plc from time to time being charged from the Due Date until payment is made

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

#### **The Affordable Housing Terms**

17. The Affordable Housing Terms:

(a) in the event that the Developer is an Approved Registered Provider each disposition of an Affordable Dwelling shall:

17.1. be in accordance with Intermediate Housing or Social Rented Housing (as applicable);

17.2. provide vehicular access and foul and surface water sewers and water, gas, electricity and telecommunications service systems for the dwelling linking in each case to the estate roads and service systems to be constructed and laid as part of the remainder of the Development and connected ultimately to highways and sewers maintainable at the public expense;

- 17.3. contain a covenant by the Approved Registered Provider not to amalgamate or sub-divide the Affordable Dwelling so that the Affordable Housing Mix will continue to be maintained by the Approved Registered Provider;
  - 17.4. if applicable, contain a covenant to ensure it will be constructed to the prevailing design and performance requirements and standards set by the Mayor's SPG (as at the time of the applicable Reserved Matters Application) with such variations as may be agreed with Council/Greater London Authority;
  - 17.5. subject to Clauses 19.1 and 22 in respect of a Social Rented Unit contain a covenant that the Social Rented Unit is only used and to be used, occupied and retained in perpetuity and for no purpose other than for the provision of Social Rented Housing for occupation by tenants at rental levels being in accordance with the prevailing Homes and Communities Agency rental structure when such rental levels are set;
  - 17.6. subject to Clauses 19.2 and 22 below, in respect of an Intermediate Housing Unit, contain a covenant that the Unit is only used and to be used, occupied and retained in perpetuity as Affordable Housing and for no purpose other than for the provision of Intermediate Housing for occupation by purchasers in accordance with a shared ownership lease or other intermediate lease
- (b) in the event the Developer is not an Approved Registered Provider each transfer of an Affordable Dwelling to an Approved Registered Provider shall:
- 17.7. be with full title guarantee of a leasehold estate for a minimum of 120 years;

- 17.8. comply with the obligations listed at Clauses 17.2 to 17.6 (other than Clause 17.4) above.
18. The Developer shall ensure that the Approved Registered Provider entitled to the reversion in respect of any shared ownership lease of an Intermediate Housing Unit shall only nominate under the terms of that lease to a party who at the time of the nomination is in need of Intermediate Housing in terms set out in the London Plan and the Mayor's SPG.

#### **Situations when the Obligations will not Apply or will Cease to Apply**

19. The obligations contained in Clauses to 16.24 (inclusive), 17 and 18 of this Agreement shall not be binding:

##### Right to Acquire

- 19.1. on a tenant (or a successor in title to such tenant) of a Social Rented Unit where that occupant has exercised a statutory right under the Housing Act 1996 to acquire the whole of the freehold or whole of the leasehold estate of the Social Rented Unit PROVIDED THAT the relevant Approved Registered Provider has first provided the Council with information demonstrating to the Council's reasonable satisfaction that any recycled capital grant received by the relevant Approved Registered Provider in respect of the sale to such tenant shall be applied for the provision of Affordable Housing within the Sub-Region in accordance with the Homes and Communities Agency's rules and guidance on recycled capital grant.

##### Intermediate Housing

- 19.2. on a tenant (or a successor in title to such a tenant) who is granted a shared ownership lease of an Intermediate Housing

Unit who subsequently exercises a right to purchase 100% of the equity (i.e. staircase up to 100%) PROVIDED THAT the relevant Approved Registered Provider has first provided the Council with information demonstrating to the Council's reasonable satisfaction that any recycled capital grant received by the relevant Approved Registered Provider in respect of the sale to such tenant shall be applied exclusively for the provision of Affordable Housing within the Sub-Region in accordance with the Homes and Communities Agency's rules and guidance on recycled capital grant.

### **Mortgagees General**

20. In the event that:

- 20.1. legal proceedings are initiated or steps are taken against the Approved Registered Provider for its winding up; or
- 20.2. the Approved Registered Provider defaults or breaches any of the terms of any loan or mortgage agreement with its mortgagee or charge;

so that the mortgagee chargee or receiver ("the Lender") wishes to exercise its power of sale then the Lender of the Approved Registered Provider shall serve a written notice ("a Default Notice") upon the Council notifying the Council of the default and/or breach and/or legal proceedings.

21. In the event of service of a Default Notice pursuant to Clause 20 the Council shall be at liberty for a period of three (3) calendar months following receipt of the Default Notice to seek to identify another Approved Registered Provider to agree to take a transfer of the Affordable Dwellings subject to the Lender's charge or if the Lender so

elects on terms that the Lender is fully reimbursed in relation to any outstanding monies under the mortgage or charge.

22. If, following the receipt of a Default Notice:

22.1. a period of three (3) calendar months (the Specified Period) has elapsed and the Council has failed to identify another Approved Registered Provider to agree to take a transfer of the relevant Affordable Dwellings; or

22.2. the Approved Registered Provider identified by the Council within the Specified Period fails to complete for the transfer of the relevant Affordable Dwellings within three (3) months of the end of the Specified Period;

then should the Lender take possession of the relevant Affordable Dwellings the Lender and any person deriving title from such a Lender shall be released from the obligations referred to in Clause 19.

### **Notices**

23. The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement and any such notice or approval shall be in writing and shall specifically refer to the name, date and Parties to the Agreement and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Hackney, Planning Obligations Monitoring Officer or Director of Housing or Director of Planning (as applicable), Hackney Council, Hackney Town Hall Mare Street London E8 1EA (or any such other address as the Council shall notify the Developer) quoting the Application Reference and in the case of any notice or approval or agreement from the Council this shall be



signed by a representative of the Council's Planning and Building Control Service Unit

#### **Payment of Council's Costs**

24. The Developer agrees to pay the Council its proper and reasonable legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

#### **Registration**

25. This Agreement shall be registered as a Local Land Charge
26. The Developer hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register of Title Number AGL 292372 and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

#### **Liability and Reasonableness**

27. 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 Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
28. Unless otherwise specified where any agreement consent approval confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.
29. The obligations in this Agreement shall not be enforceable against:

29.1. Other than the Car Free Residential Units and Affordable Housing Clauses owners and occupiers of individual Residential Units and individual commercial units and their successors in title and assigns; and

29.2. any provider of gas, electricity, energy, water, sewerage, heating, cooling or telecommunications services occupying premises within the Property for the purpose of supplying any one or more of those services

### **Waiver**

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

31. Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority pursuant to the 1974 Act or generally or as a Local Highway Authority for the purposes of the 1980 Act 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.

32. 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.

### **Arbitration**

33. In the event of any dispute or difference arising out of this Agreement between the Parties (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Agreement) such dispute or difference shall be referred to a sole arbitrator to be agreed between the Parties and being a member of the Royal Institution of Chartered Surveyors or in the absence of agreement on the application of any party by the President of the Royal Institution of Chartered Surveyors and in these respects these presents shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996

### **Third Party Rights**

34. The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any Person not a party to it.

### **Change In Ownership**

35. The Developer shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance transfer lease assignment mortgage or other disposition ("Disposition") of either (a) a whole block within the Development or (b) a disposal to any Approved Registered Provider including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them within twenty one days of such Disposition

### **Jurisdiction**

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

## **The Guarantor's Obligations**

37. The Guarantor has agreed to guarantee the performance of the Developer's obligations under this Agreement.
38. The Developer is a subsidiary company of the Guarantor.
39. The Guarantor:
40. guarantees to the Council that the Developer shall promptly comply with the terms and conditions contained in this Agreement;
41. that if the Developer shall in any respect fail to perform any of its obligations under this Agreement or commits any breach thereof the Guarantor shall forthwith itself perform or take whatever steps may be necessary to procure performance of the same and/or to remedy each and every such breach;
42. shall indemnify and keep the Council indemnified against all losses, damages, costs and expenses arising as a result of any default by the Developer in complying with the terms and conditions contained in this Agreement
43. Provided that the liability of the Guarantor pursuant to clauses 40 to 42 shall be limited to the same extent that the Developer shall be liable to the Council under this Agreement as the case may be.
44. Clauses 40 to 42 shall be enforceable by the Council upon 20 Working Days' prior notice in writing being served upon the Guarantor stating that the Developer is in breach of its obligations under this Agreement that notice has been given to the Developer of such breach the nature of the breach and that the Developer has failed to remedy the same in accordance with this Agreement.

45. The Guarantor in order to fulfil its obligations shall have the right to appoint another subsidiary company of The Berkeley Group Holdings plc (other than the Developer).
46. No time or indulgence granted to the Developer by the Council nor any variation of the terms of this Agreement will in any way release the obligations of the Guarantor to the Council;
47. The Guarantor shall not be discharged or released from its obligations under this guarantee by any disclaimer of the Agreement by any receiver administrative receiver or liquidator of the Developer.
48. These obligations and guarantee shall be binding upon the Guarantor's successors in title.

#### **The Council's Obligations**

49. The Council covenants if any part of any Phase Sum has not been spent or contractually committed by the Council by the time (1) the Certificate of Practical Completion for the Phase applicable to the Phase Sum has been issued and (2) a minimum period of twelve and a half years has elapsed from receipt in full of the applicable Phase Sum and (3) the Person who paid the Phase Sum delivers a written request to the Council for the repayment of the unexpended or non-contractually committed part of the Phase Sum the Council shall repay that part of the Phase Sum to that Person
50. The Council covenants with the Developer to provide the Developer with such information documents and details as the Developer shall reasonably require as soon as reasonably practicable on the purposes for which any payment of a Contribution is to be or has been applied.
51. The Council covenants with the Developer to apply any Phase Sum for the purposes specified in the Contributions

**Deed of Covenant**

52. In the event that the Developer acquires any further leasehold or freehold interest in the Property the Developer covenants with the Council that it shall simultaneously enter into the Deed of Covenant to bind the terms of this Agreement to that interest and that prior to acquiring such interest the Developer covenants to provide the Council with executed engrossments of the Deed of Covenant and authority to complete the same, together with the Council's reasonable and proper fees and such ancillary documents necessary to facilitate completion of the Deed of Covenant at least 5 Working Days prior to completing the acquisition

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Developer and the Guarantor have executed this Agreement as a deed the day and year first before written



THE COMMON SEAL of THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF HACKNEY was hereunto )  
Affixed by Order:- )

.....*Patricia Lodge*.....  
Authorised Signatory



474349.

EXECUTED as a Deed by )  
BERKELEY HOMES (NORTH EAST )  
LONDON) LIMITED acting by )

  
Director  
  
Director/Secretary

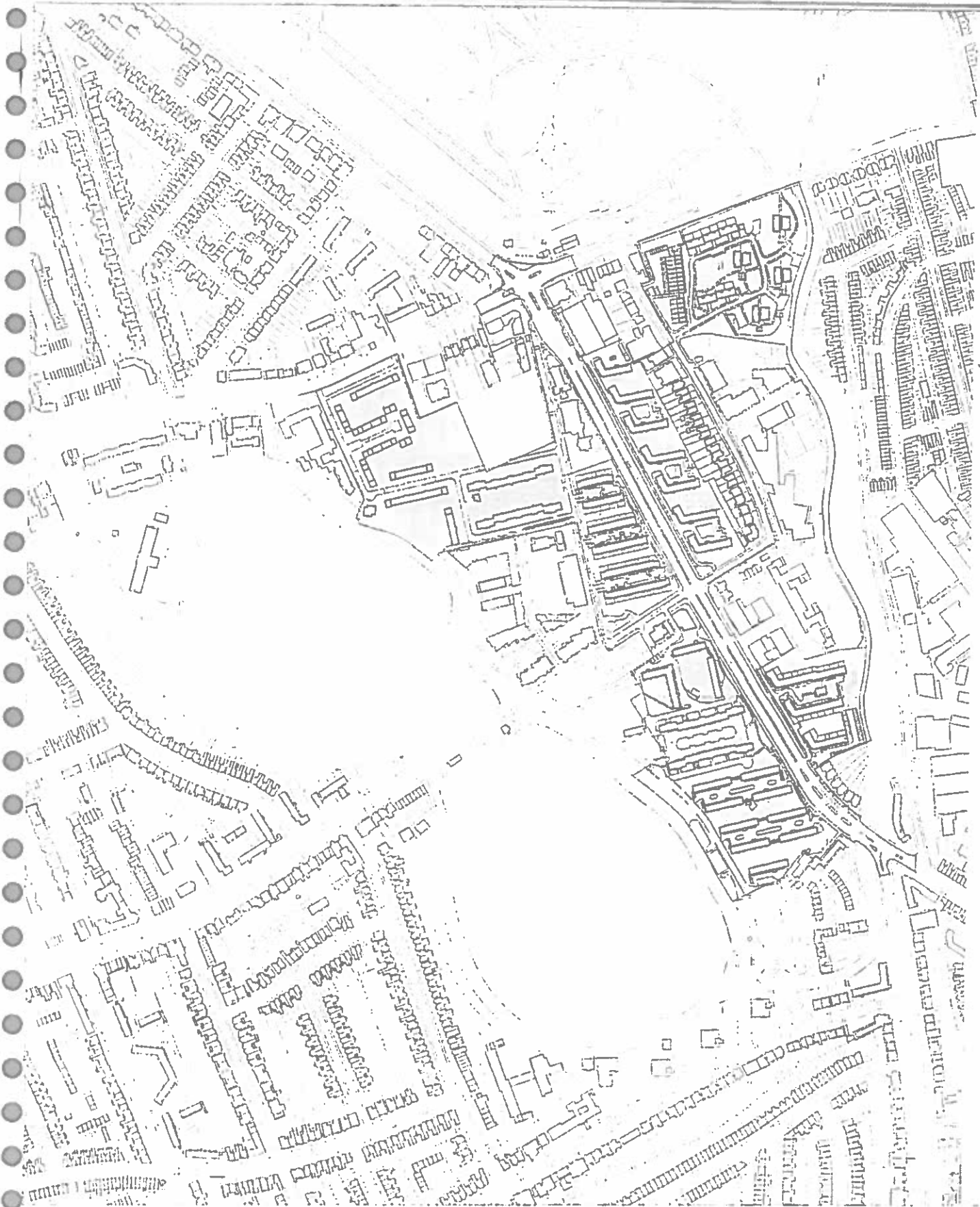
EXECUTED as a Deed by )  
BERKELEY HOMES (CAPITAL) PLC )  
acting by )

  
Director  
  
Director/Secretary

**FIRST SCHEDULE**

**THE PLAN**





DATE: 11/07/14  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

DATE: 11/07/14  
 DRAWN BY: [Name]

- Plot boundary
- Plot boundary to be retained
- Plot boundary to be removed
- Plot boundary to be retained (subject to planning)
- Plot boundary to be removed (subject to planning)
- Plot boundary to be retained (subject to planning) (subject to planning)
- Plot boundary to be removed (subject to planning) (subject to planning)

*Michael*  
*David*

Original Survey of City of London (1873) as amended by subsequent surveys.



**BERKELEY CAPITAL  
 MASTERPLAN  
 WOODBERRY DOWN**

**S106 Boundary**

1123 SW LDD 02014

12000@A1

2013.07.24/PH/SH

**lletcher priest architects**  
 london + keln + riga

**THE SECOND SCHEDULE**

**DEED OF COVENANT**

**DATED**

**2014**

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

**and**

**BERKELEY HOMES (NORTH EAST LONDON) LIMITED  
(2)**

**and**

**BERKELEY HOMES (CAPITAL) PLC (3)**

**DEED OF COVENANT  
relating to land known as [ ], London N4  
pursuant to Sections 106 and 106A of the Town and Country Planning  
Act 1990 (as amended) and Section 16 of the Greater London (General  
Powers) Act 1974 and Section 278 of the Highways Act 1980 (as  
amended) and all other enabling powers**

**Gifty Edila  
Corporate Director of Legal, HR & Regulatory Services  
London Borough of Hackney  
Town Hall  
Mare Street  
London E8 1EA  
Tel: 0208 356 6180  
Fax: 020 8356 6174  
Ref: Legal/BB/22472**

**THIS DEED** is made the                      day of                      2014

**B E T W E E N:**

- (4) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HACKNEY** of Town Hall, Mare Street, London E8 1EA (hereinafter called "the Council") of the first part
  
- (5) **BERKELEY HOMES (NORTH EAST LONDON) LIMITED** of (Co.regn.No 416.4000 ) whose registered office is at 19 Portsmouth Road, Cobham Surrey KT11 1JG (hereinafter called "the Developer") of the second part
  
- (6) **BERKELEY HOMES (CAPITAL) PLC** of (Co.regn.No 4486271) whose registered office is at 19 Portsmouth Road, Cobham Surrey KT11 1JG (hereinafter called "the Guarantor") of the third part

**WHEREAS:**

- A By a Deed (hereinafter called "the Principal Agreement" and annexed hereto at annex 1) dated the [ ] pursuant to the Town and Country Planning Act 1990 (as amended) and all other enabling powers between the Developer and the Council and the Guarantor the Developer agreed to make certain payments and other obligations relating to the Council in connection with proposed development of the land and buildings known as Green Lanes and Finsbury Park to the west the southern curtilage of the Stoke Newington Reservoirs to the south and the New River to the north, Woodberry Downs, Woodberry Grove, Newnton Close, London N4 (and which contains an obligation on the Developer to enter into a Deed of Covenant in certain circumstances) pursuant to planning permission granted upon application no. 2013/3223
  
- B The Developer is the [leasehold] proprietor of the land at xxx ("the Site" shown edged red on the attached plan in annex 2 to this Deed) and the Site is free from encumbrances that would prevent the

Developer from entering into this Deed and has acquired said interest at the date hereof

- C The Developer is desirous to bind its new interest in the Property with the covenants and obligations contained in the Principal Agreement and such a covenant satisfies clause 52 of the Principal Agreement

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

1. This Deed is made pursuant to sections 106 and 106A of the Town & Country Planning Act 1990, and section 16 of the Greater London Council (General Powers) Act 1974, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers. The covenants in this Deed are planning obligations for the purposes of the Act
2. The Council is the local planning authority capable of enforcing the obligations in the Principal Agreement and this Deed
3. The parties to this Deed do not intend that any of the terms of this Deed will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
4. The Developer covenants to pay the reasonable legal costs of the Council in respect of the preparation, negotiation and completion of this Deed , payable on completion of this Deed
5. The parties to this Deed hereby agree and covenant with each other that from the date of this Deed the Principal Agreement shall be varied in accordance with the following Schedule of Variation
6. This Deed shall be read in conjunction with the Principal Agreement
7. Save as hereby modified all other obligations and terms of the Principal Agreement shall continue in full force and effect
8. This Deed shall be registered as a Local Land Charge by the Council

9. The Developer hereby covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar to register this Deed in the Charges Register thereof and will furnish the Council forthwith on written demand with office copies of such title to show the entry of this Deed in the Charges Register of the title to the Property.
10. This Deed shall be governed by English Law and subject to the exclusive jurisdiction of the English courts
11. The Developer covenants that its [ ] interest in the Site is to be bound by all the covenants and obligations pursuant to the Principal Agreement and this Deed

### **SCHEDULE OF VARIATION**

1. The Property Plan in the Principal Deed shall be replaced with the Property Plan in annex 3 of this Deed
2. [The following Clause 53 shall be added<sup>1</sup>:

#### **Mortgagee**

53. No mortgagee or chargee shall be liable for any breach of any covenant in this Agreement unless the same is committed by them or is committed during such period as they are in possession of the Property but subject to this the Development may not be carried out by any mortgagee or chargee without performing and observing the obligations of the Developer in this Agreement insofar as the Developer has failed to do so.]

---

<sup>1</sup> Footnote for deed of covenant: "To be added in the event of a mortgagee being a party to the deed of covenant".  
As discussed at meeting on 3.06

**IN WITNESS** whereof the Council has caused its Common Seal to be hereunto affixed and the Developer and the Guarantor have executed this Deed as a deed the day and year first before written

**THE COMMON SEAL of THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF HACKNEY was hereunto )  
Affixed by Order:- )**

.....  
Authorised Signatory

**EXECUTED as a Deed by )  
BERKELEY HOMES (NORTH EAST )  
LONDON) LIMITED acting by )**

Director

Director/Secretary

**EXECUTED as a Deed by )  
BERKELEY HOMES (CAPITAL) PLC )  
acting by )**

Director

Director/Secretary

**ANNEX 1 – THE PRINCIPAL DEED**

**ANNEX 2 – THE SITE**

**ANNEX 3 – THE PROPERTY PLAN**

## THE THIRD SCHEDULE

### THE CODE OF CONSIDERATE PRACTICE

#### **Considerate**

All work is to be carried out with positive consideration to the needs of traders and businesses, site personnel and visitors, and the general public. Special attention is to be given to the needs of those with sight, hearing and mobility difficulties.

#### **Environment**

Be aware of the environmental impact of your site and minimise as far as possible the effects of noise light and air pollution. Efforts should be made to select and use local resources wherever possible. Attention should be paid to waste management. Reuse and recycle materials where possible.

#### **Cleanliness**

The working site is to be kept clean and in good order at all times. Site facilities, offices, toilets and drying rooms should always be maintained to a good standard. Surplus materials and rubbish should not be allowed to accumulate on the site or spill over into the surroundings. Dirt and dust from construction operations should be kept to a minimum.

#### **Good Neighbour**

General information regarding the Scheme should be provided for all neighbours affected by the work. Full and regular communication with neighbours, including adjacent residents, traders and businesses, regarding programming and site activities should be maintained from pre-start to completion.

#### **Respectful**

Respectable and safe standards of dress should be maintained at all times. Lewd or derogatory behaviour and language should not be tolerated under threat of severe disciplinary action. Pride in the management and appearance of the site and the surrounding environment is to be shown at all times. Operatives should be instructed in dealing with the general public.

#### **Safe**

Construction operations and site vehicle movements are to be carried out with care and consideration for the safety of site personnel, visitors and the general public (including cyclists). No building activity should be a security risk to others.

#### **Cyclist's Safety**

During the Construction Phase the Developer will take verifiable measures to ensure that drivers of all Motor Vehicles associated with the development site,



including all contractors and sub-contractors, are made aware of the need for awareness of cyclists when moving to and from the site. This should include clear signage on the back of appropriate Motor Vehicles and appropriate development cyclist awareness training (such training to be an accredited CPC Safer Urban Driving course or equivalent).

**Responsible**

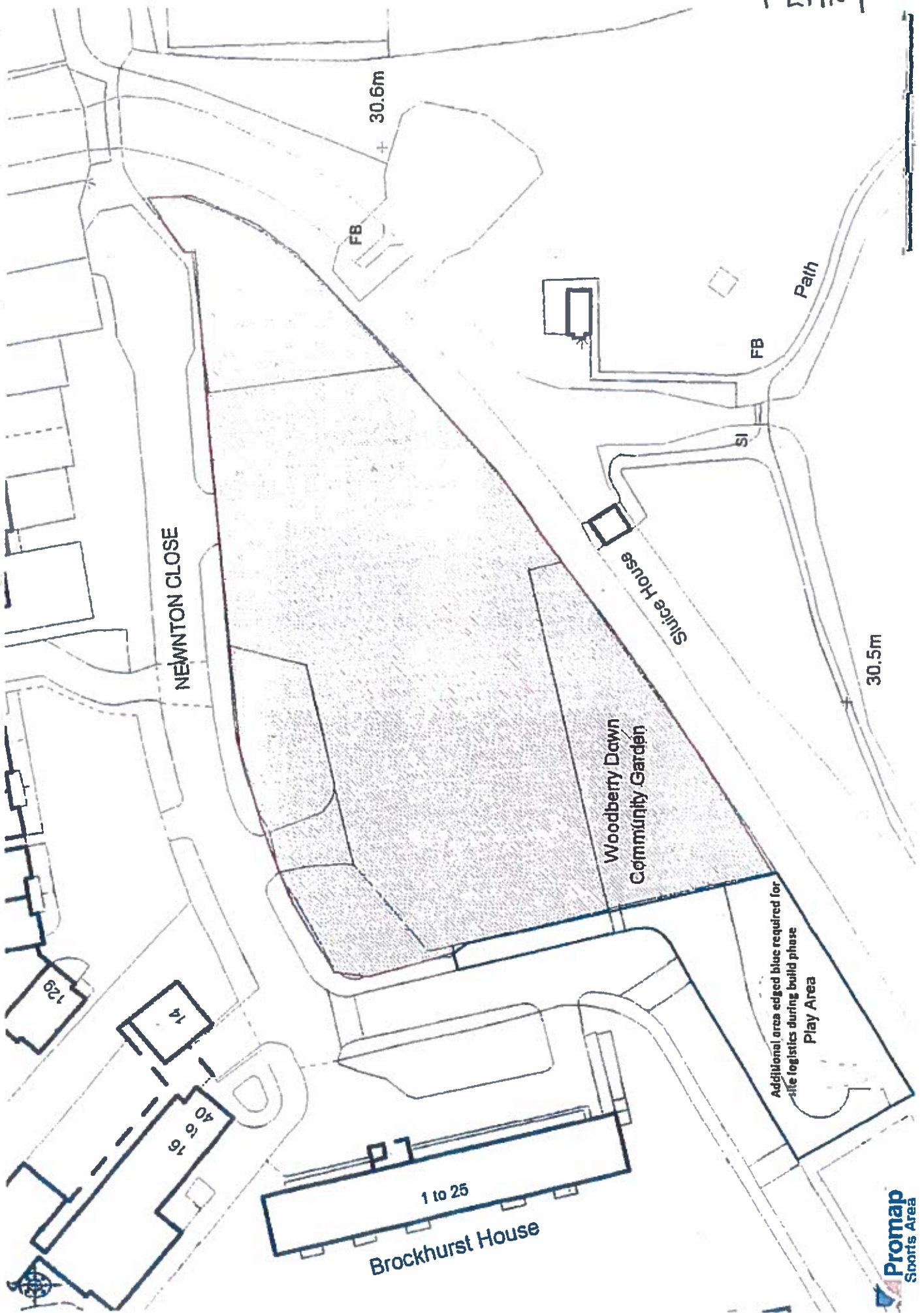
Ensure that everyone associated with the site understands implements and complies with this code.

**Accountable**

The Considerate Constructors Scheme poster is to be displayed where clearly visible to the general public. A site's contact details should be obvious to anyone affected by its activities.

**THE FOURTH SCHEDULE**  
**PLANS REFERRED TO IN CLAUSE 15**

# PLAN 1



PLAN 2

Plan 1

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*Handwritten signature*

Key  
 [Symbol] = Boundary  
 [Symbol] = Boundary

**Hawkins\Brown**  
 60 Princes Street  
 Edinburgh, Scotland  
 EH2 2JN  
 Tel: 0131 225 2300  
 Fax: 0131 225 2301

Project  
 KISS, Kelvin & Stenwood  
 Woudberry Down  
 Hockley

Drawn by  
 Loriso Fian

Scale 1:250 (1:500)  
 Date 11/02/11  
 Drawn by PC  
 Checked by S100  
 Date 11/02/11  
 Drawn by 00\_520





**THE FIFTH SCHEDULE**

**THE PHASE DRAWING AND THE PHASING PLAN**



The information contained in this drawing is for information only and is not intended to constitute an offer of any financial product or service. It is not intended to be relied upon as a basis for any investment decision. The information contained in this drawing is subject to change without notice.

**Project name:** Berkeley Capital  
**Site:** 100114 SW, 110114 SW, 110114 SW, 110114 SW  
**Client:** Berkeley Capital

- 1. Order a copy of the masterplan / masterplan
- Phase 2 (see also page 11)
- Phase 3
- Phase 4
- Phase 5
- Phase 6
- Phase 7
- Phase 8
- Area 5



**BERKELEY CAPITAL  
 MASTERPLAN  
 WOODBERRY DOWN**

Phase Drawing

Drawing number: 1123\_SW\_L00\_01557  
 Date: 02

Contact: 1:1250@A1  
 2013.07.23PHISH

**fletcher pratt architects**  
 london + kln + nja

11, The Quadrant, London EC4A 3DF  
 Tel: +44 (0)20 7427 2222  
 Fax: +44 (0)20 7427 2223  
 Email: info@fletcherpratt.com

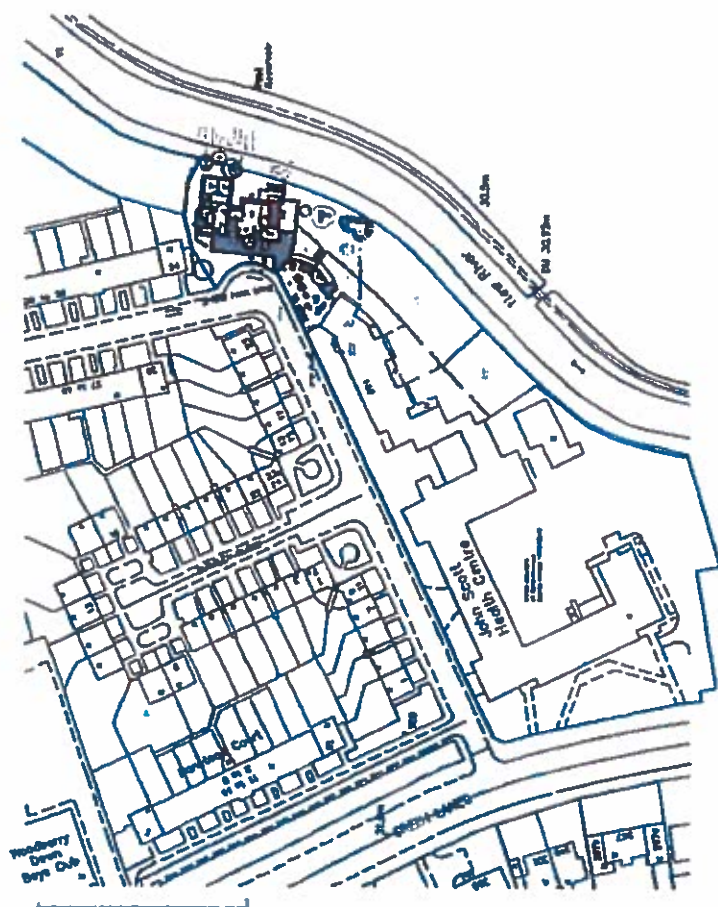




**THE SIXTH SCHEDULE  
THE TEMPORARY CHILDRENS CENTRE PLANS**

Do not scale off this drawing. All dimensions to be reported to Portakabin Limited.

A 27.06.09. Remove proposed extension.  
Show integrated outdoor play area as  
proposed to become internal floor space. SA



London Borough of Hackney  
 Planning Department  
 27 JUN 2009  
 Printing - Received



|                                                                                   |  |                    |             |
|-----------------------------------------------------------------------------------|--|--------------------|-------------|
| Project: Proposed Remedial Works to enclose existing integrated outdoor play area |  | Date: 02.06.09.    | Project: SA |
| Client: Woodberry Down Children's Centre                                          |  | Scale: 1:1250 @ A3 | Drawn: A    |
| Title: SITE LOCATION PLAN                                                         |  | Dep. No: U1565 11  | Rev: A      |

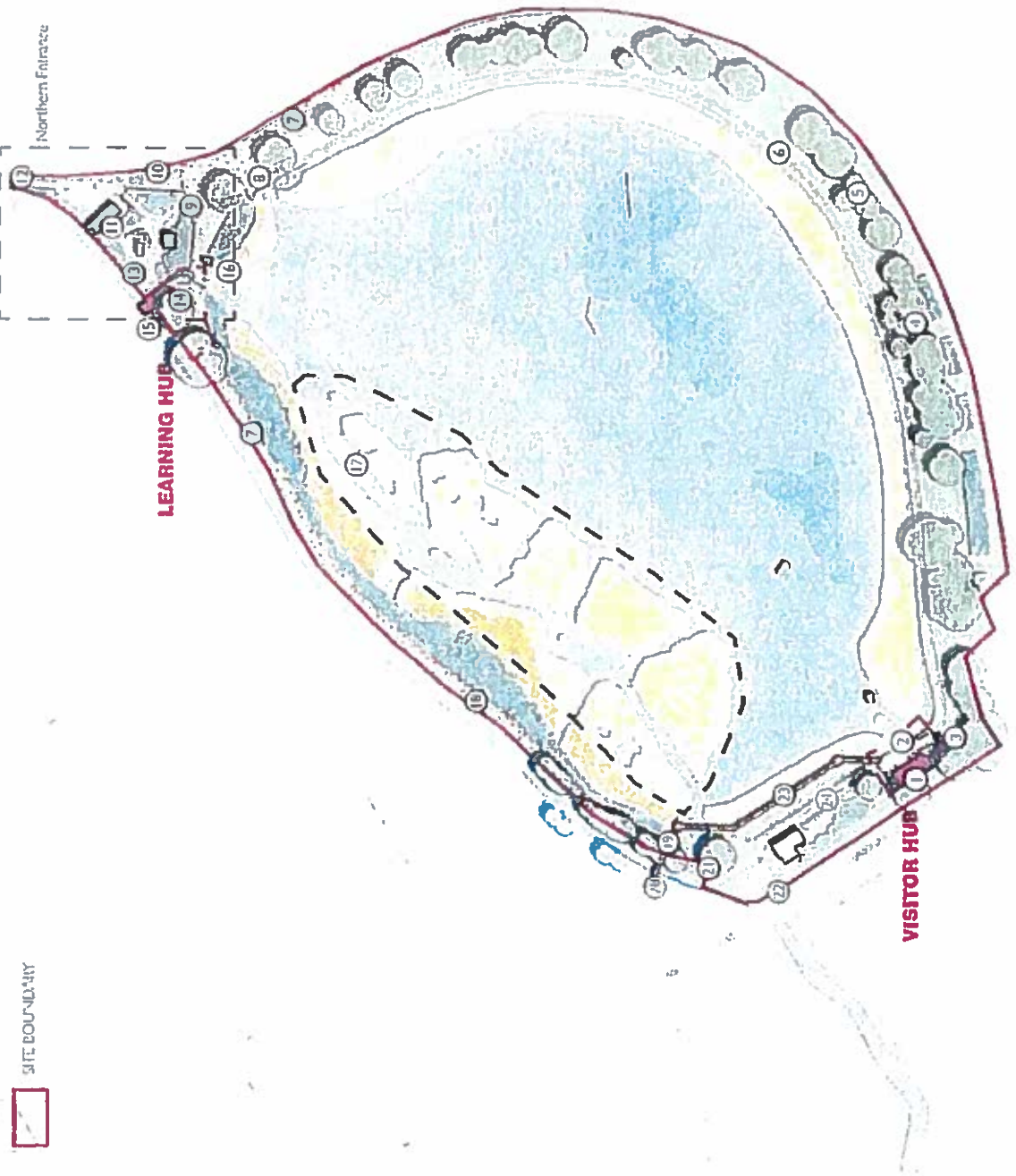


Portakabin Limited Huntington York YO32 9PT  
 Telephone 01904 611655 FAX 01904 611644

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**THE SEVENTH SCHEDULE  
THE WETLANDS CENTRE PLAN**



SITE BOUNDARY

KEY

- 1 GAS HOUSE replacement of existing structure to include a water and electricity entrance and a shed structure. Electricity and water to be brought in from the road.
- 2 VISITOR HUB replacement of existing structure to include a shed structure.
- 3 TOOL AND STORAGE SHED above water level and a shed for storage of equipment and materials for the site.
- 4 RAMP AND BOARDWALKS, existing and new.
- 5 EXISTING TRAILS replacement works to some existing paths.
- 6 SOUTHERN PATH (from walk) to start path.
- 7 WOODHENGE AND UPRATE PLATFORMS (to be replaced) new platform and reduction around the northern and eastern side.
- 8 DOU GLASSY WATER replacement of existing platform, to be replaced with a new platform.
- 9 THREE WATER ACCESS GATE replacement for visitors.
- 10 WILSON PATH replacement of existing path for visitors for the northern side.
- 11 LEARNING HUB (NEW) LEARNING CENTRE, to be replaced with a new structure for visitors, but with a new shed and a shed for the Learning Hub.
- 12 NEW VISITOR HUB replacement of existing structure with a new structure, to be replaced with a new structure.
- 13 GARDEN BUILDING STATION, to be replaced with a new structure, to be replaced with a new structure.
- 14 HANDBOOK replacement of existing structure for the replacement of the existing structure, to be replaced with a new structure.
- 15 NEW HOUSE SLICE, to be replaced with a new structure.
- 16 NEW BOARDWALK, to be replaced with a new structure, to be replaced with a new structure.
- 17 NEW BOARDWALK, to be replaced with a new structure, to be replaced with a new structure.
- 18 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.
- 19 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.
- 20 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.
- 21 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.
- 22 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.
- 23 VISITOR HUB, to be replaced with a new structure, to be replaced with a new structure.



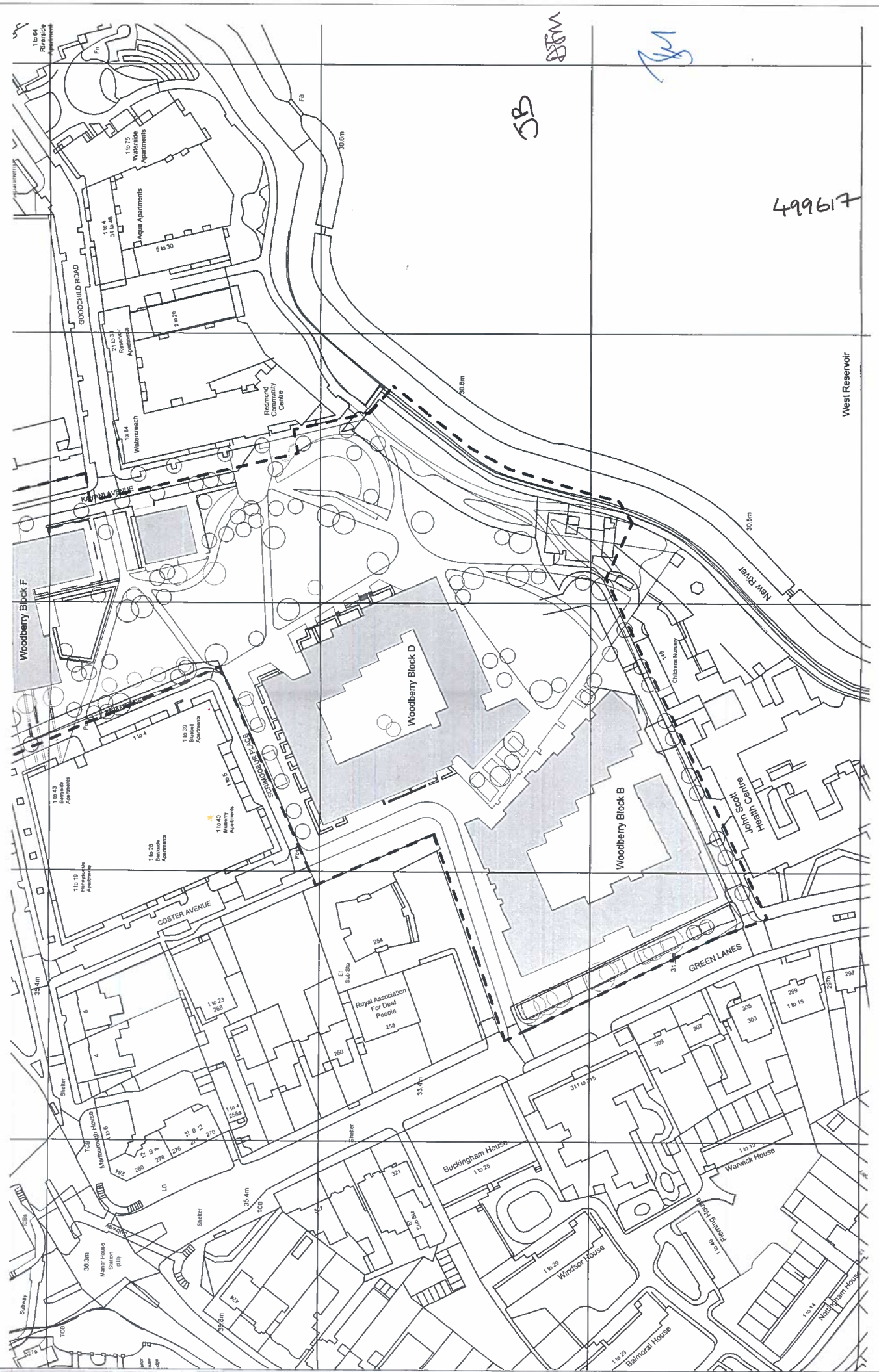
Woodberry Wetlands Masterplan - East Reservoir  
Scale 1:2000 at A3

allen scott LANDSCAPE ARCHITECTURE

44 Victoria Road, Turbridge NSW 1414 • Tel: 1800 018323 • Email: info@allen-scott.com.au • www.allen-scott.com.au

# SECOND SCHEDULE

**Annex 2 – Plan for Block B**



|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                          |                                                         |                                                           |                                                                                  |                        |
|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------|----------------------------------------------------------------------------------|------------------------|
| Revision<br>P01 22.11.18 Issued to BH | Copyright Hawkins Brown Architects LLP<br>No part of this drawing may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Hawkins Brown Architects LLP. All rights reserved. All work shown is the property of Hawkins Brown Architects LLP. No liability is accepted for any errors or omissions. Drawing issued subject to conditions to be found on the contract. | Job Number<br><b>HB1517_03</b><br>Drawn by<br><b>MH</b><br>Drawing No. & Revision<br><b>WDBH-HBA-2B-00-SCH-A-SK-0233</b> | Date<br><b>November 2018</b><br>Checked by<br><b>TH</b> | Scale<br><b>1:1250@A3</b><br>Status<br><b>Information</b> | Project<br><b>Woodberry Down Block D</b><br>Drawing<br><b>Land Registry Plan</b> | HB 1517/03<br>02/11/18 |
|                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                          |                                                         |                                                           |                                                                                  | <b>Hawkins Brown</b>   |

IN WITNESS whereof the parties hereto have executed this deed the day and year first before written

The Council in its capacity as Local )  
Planning Authority hereby affixed )  
The Common Seal of the Mayor )  
and Burgesses of the London )  
Borough of Hackney )



In the presence of:

*Jonathan Boyle*  
JONATHAN BOYLE  
SENIOR SOLICITOR

Authorised Officer

499617

Signed as a Deed by

**BERKELEY HOMES (NORTH EAST LONDON) LIMITED**

acting by a director and its secretary )

*Jonathan Boyle*

Director

Signed as a Deed by

**BERKLELEY HOMES (CAPITAL) PLC**

acting by a director and its secretary )

*[Signature]*

Director