

DATED 22 December 2017

GLA (1)

and

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET (2)

and

THE MEDICAL RESEARCH COUNCIL (3)

DEED OF PLANNING OBLIGATION

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

relating to the development of the land at

National Institute For Medical Research, The Ridgeway, London, NW7 1AA

in the London Borough of Barnet



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APPENDIX 1 Affordable Housing Delivery Sequence Schedule

APPENDIX 2 Affordable Housing Accommodation Schedule

THIS DEED is made the 22 day of December 2017

BETWEEN:

- (1) **THE GREATER LONDON AUTHORITY** of City Hall The Queen's Walk More London London SE1 2AA ("**the GLA**")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London N11 1NP ("**the Council**")
- (3) **THE MEDICAL RESEARCH COUNCIL** (Incorporated by Royal Charter RC000346) whose registered office is at MRC Head Office (Swindon), Second Floor, David Phillips Building, Polaris House, North Star Avenue, Swindon, Wiltshire, SN2 1FL ("**the Owner**")

RECITALS:-

- (A) The GLA has in accordance with section 2A of the 1990 Act called in the Application for its determination and is acting as the local planning authority for the purposes of determining the Application on behalf of the Mayor of London.
- (B) The Council remains the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and both the Council and the GLA are empowered to discharge and enforce the obligations in this Deed.
- (C) The Owner is the proprietor of the freehold interest in the Land registered at HM Land Registry under title numbers MX26878 and AGL121249.
- (D) On 15 July 2016 Barratt London made the Application to the Council for the Planning Permission to carry out the Development.
- (E) The Council resolved at a meeting of its Planning Committee held on 22 February 2017 to refuse the Planning Permission for the Development subject to conditions and completion of this Deed.
- (F) At a representation hearing held on 6 October 2017, the Mayor of London resolved to approve the Application and grant the Planning Permission subject to imposing conditions and prior completion of this Deed to secure the planning obligations mentioned herein.
- (G) The GLA is a body established by the Greater London Authority Act 1999 and is entering into this Deed on behalf of the Mayor of London.
- (H) The GLA considers it expedient in the interests of proper planning and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Deed.
- (I) The Council remains the local planning authority for the purposes of the Planning Permission and the local highway authority for the purposes of the 1980 Act for the area in which the Land is located and will be responsible with the GLA for monitoring the discharge and enforcement of the obligations in this Deed.
- (J) The Council confirms and acknowledges that the GLA has consulted with it as to the terms of this Deed in accordance with section 2E of the 1990 Act.
- (K) The Parties are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related

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

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

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.1 For the purposes of this Deed the following words and expressions shall unless the context otherwise requires have the following meanings:-

“the 1980 Act”	means the Highways Act 1980
“the 1990 Act”	means the Town and Country Planning Act 1990
“Additional Affordable Housing”	means those additional affordable housing units which the Viability Review concludes can be delivered within the Development in addition to (and not as part of) the Affordable Housing Base Provision
"Additional Affordable Housing Scheme"	means a scheme to be prepared by the Owner and submitted to the Council in accordance with Schedule 3 of this Deed detailing the Additional Affordable Housing Units to be provided within the Development on the Land and which: <ul style="list-style-type: none">(a) confirms which Open Market Housing Units are to be converted into Affordable Rented Housing and/or Shared Ownership Housing;(b) where the equivalent of 50 per cent of the Residential Units is achieved as Affordable Housing, improves the tenure mix of any Additional Affordable Housing as far as possible until a tenure split of 30 per cent Affordable Rented Housing and 30 per cent Shared Ownership Housing and 40% determined by the GLA and the Council taking account of relevant Local Plan policy is achieved across all units of Affordable Housing in the Development;(c) contains 1:50 plans showing the location, size and internal layout of each unit of Additional Affordable Housing;(d) ensures that at least 10 per cent of the Additional Affordable Housing is accessible or easily adaptable for wheelchair users across all tenures and unit sizes;

- (e) provides details (including 1:50 floor plans) of the proposed wheelchair accessible Additional Affordable Housing;
- (f) provides an indicative timetable for construction and delivery of the Additional Affordable Housing; and
- (g) sets out the amount (if any) of any financial contribution also payable towards offsite Affordable Housing in the event that the Viability Review identifies part of the surplus cannot deliver one or more complete units of Additional Affordable Housing

“Affordable Housing”

means housing provided to eligible households whose needs are not met by the market and which housing should (a) meet the needs of eligible purchasers including availability at a cost low enough for them to afford, determined with regard to local incomes and local housing prices, and (b) include provision for the home to remain at an affordable price for future eligible purchasers, or, if these restrictions are lifted, for the subsidy to be recycled for alternative affordable housing provision

“Affordable Housing Accommodation Schedule”

means the schedule appended to this Deed at Appendix 2

“Affordable Housing Base Provision”

means the provision of 35 per cent by Habitable Room of the Residential Units as Affordable Housing Units as part of the Development with a tenure split of 30 per cent Affordable Rented Housing and 70% Shared Ownership Housing

“Affordable Housing Cap”

means a Mayoral policy compliant amount of Affordable Housing being 50% of the total number of Residential Units within the Development with a tenure split of 30 per cent Affordable Rented Housing and 30 per cent Shared Ownership Housing and 40 per cent to be determined by the GLA and the Council taking account of relevant Local Plan policy

“Affordable Housing Delivery Sequence Schedule”

means the schedule appended to this Deed at Appendix 1 detailing the number and tenure of Affordable Housing Units to be delivered within each Phase

“Affordable Housing Grant”

means any financial assistance offered by the GLA, Affordable Housing Provider or any other body towards the costs of providing the Additional Affordable Housing

"Affordable Housing Provider"	means a provider of Affordable Housing registered under section 111 of the Housing and Regeneration Act 2008 (or such other relevant previous or amended or replacement statutory provision) or an approved development partner of the Homes and Communities Agency (or any successor agency) which is eligible to obtain grant funding or any other body specialising in the provision of Affordable Housing in each case either nominated or approved by the Council (such approval not to be unreasonably withheld or delayed)
"Affordable Housing Units"	means the minimum 185 Residential Units forming part of the Development to be provided in the following tenure mix: 54 Affordable Rented Housing Units; and 131 Shared Ownership Housing Units and in accordance with the Affordable Housing Accommodation Schedule (and for the avoidance of doubt excluding the Open Market Housing Units) and "Affordable Housing Unit" shall be construed accordingly
"Affordable Rented Housing"	means rented housing provided by an Affordable Housing Provider that has the same characteristics as Social Rented Housing except that it is outside the National Rent Regime, but is subject to other rent controls that require it to be offered to eligible households at a rent of up to 80 per cent of local market rents
"Affordable Rented Housing Units"	means the 54 Affordable Housing Units as shown on the Affordable Housing Plans numbered 1 to 20 (inclusive) annexed at Schedule 1 to this Deed to be made available for Affordable Rented Housing in accordance with paragraphs 5.1 and 5.2 of Part 1 of Schedule 3 to this Deed
"Annual Monitoring Report"	means the London Plan Annual Monitoring Report
"Application"	means the application for planning permission to carry out the Development at the Land validated by the Council on 15 July 2016 and given the reference 16/4545/FUL
"Apprenticeship"	means a work-based training programme aimed at different levels as detailed in Schedule 7, combining employment with learning and training which leads to nationally recognised qualifications for the apprentice and which ranges from craft occupations or trades to

	business administration and retail
"Architect"	means DMFK
"ATTrBuTE"	means an online travel plan assessment tool for London available at www.attribute.org.uk
"Bus Stop Relocation Works"	means the bus stop works shown on Plan numbered 23 annexed to this Deed at Schedule 1
"Café/Gym Travel Plan"	means the travel plan relating to the café/gym which:- <ul style="list-style-type: none"> (a) meets the requirements of Transport for London (TfL) travel plan guidance released in November 2013 or any update or replacement thereto; (b) relates to all travel movements of staff, customers and visitors and links to the delivery and servicing plan; (c) is ATTrBuTE and iTRACE compliant; and (d) fulfils the criteria set out in Schedule 4 of this Deed
"Café/Gym Travel Plan Champion"	means a suitably qualified person appointed by the Owner who shall be responsible for implementing monitoring progress reporting and reviewing the Café/Gym Travel Plan in order that the Café/Gym Travel Plan achieves its objectives and targets
"Café/Gym Travel Plan Monitoring Contribution"	means the sum of £5,000.00 (FIVE THOUSAND POUNDS) Index-Linked being a contribution towards the Council's costs of monitoring the Café/Gym Travel Plan to be submitted by the Owner to the Council
"Café/Gym Unit"	means the Café/Gym Unit within the Development provided pursuant to the Planning Permission
"Carplus"	means the company registered in the United Kingdom known as "Carplus" (or its successor or equivalent organisation) which supports the development of car clubs and ride-sharing schemes in the UK and which runs an accreditation scheme for car club companies as a tool for organisations to use in assessing which clubs to support
"Car Club"	means a club operated by a company that is accredited by Carplus which residents of the Development and members of the general public

may join and which makes cars available to members to hire either on a commercial or part-subsidised basis

"Car Club Scheme"

means the scheme for operation of a Car Club within the Development to be submitted by the Owner to the Council in accordance with paragraph 7 of Schedule 4 to this Deed

"Chargee"

~~means any mortgagee or chargee from time to time of an Affordable Housing Provider or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 by such mortgagee or chargee who has gone into possession and is exercising its power of sale in respect of the Affordable Housing Units or any part of the Affordable Housing Units;~~

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"Commencement of Development"

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

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) archaeological investigation;
- (f) noise attenuation works;
- (g) demolition works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the

Development and/or Phase 1

shall not be taken to be a material operation for the purposes of this Deed and “**Commence Development**”, “**Commencement**” “**Commenced**” and “**Commences**” shall be construed accordingly

“Committed for Expenditure”

means that the Council has identified a financial contribution for spending in its annual financial forward plan or otherwise allocated the contribution for spending in accordance with its legal duties pursuant to s151 of the Local Government Act 1972

“Controlled Parking Zone”

means an area where the Council has introduced restrictions on parking on the highway during certain times of the day or week for non-permit holders

“Cycle and Pedestrian Route Contribution”

means the sum of £200,000.00 (TWO HUNDRED THOUSAND POUNDS) Index-Linked to be paid by the Owner and applied towards improvements to the local cycle and pedestrian route network and facilities within a 1 mile radius catchment area surrounding the Development, including cycle route signage in the area, clearance of vegetation and potential paving on The Ridgeway between The Ridgeway/Burtonhole Lane (East) Junction to Partingdale Lane in accordance with paragraph 1 of Schedule 8 to this Deed

“CPZ Contribution”

means the sum of £2,000.00 (TWO THOUSAND POUNDS) Index-Linked being a contribution towards:

- (a) amending an existing traffic order in the vicinity of the Development; and/or
- (b) the creation of a new traffic order

for the purposes of excluding future occupiers of the Development from being eligible for on-street parking permits

“Deed”

means this Agreement

"Development"	means the redevelopment of the site to provide 460 new residential units following demolition of all existing buildings. New residential accommodation to consist of 448 self-contained flats within 19 blocks ranging from three to nine storeys with basement car parking levels and 12 two storey houses with lower ground floor levels. Associated car and cycle parking spaces to be provided. Provision of new office (B1a) and leisure (D2) floorspace and a new publicly accessible outdoor amenity space. New associated refuse and recycling arrangements
"Development Viability Information"	means the information required by Formula 1A and Formula 2 and including in each case supporting evidence to the Council's and the GLA's reasonable satisfaction
"Eligible Purchasers"	means a purchaser who is part of a household whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed the relevant amount specified in the latest London Plan Annual Monitoring Report (or replacement GLA guidance or policy) in place at the point at which the relevant Shared Ownership Housing Unit is offered to a prospective purchaser
"Employment and Training Contribution"	means the sum of £740,630.00 (SEVEN HUNDRED AND FORTY THOUSAND, SIX HUNDRED AND THIRTY POUNDS) Index-Linked towards the provision of apprentice schemes and employment training and enterprise support initiatives within the Borough to mitigate the loss of employment floorspace which sum is payable in accordance with Schedule 7
"Estimated Build Costs"	means at the date of the Viability Review the estimated build costs of the Development based on agreed building contracts or estimates provided by the Owner's quantity surveyor or costs consultant including construction and external works and which shall exclude inflation and for the avoidance of doubt build costs excludes all internal costs of the Owner including but not limited to: <ul style="list-style-type: none"> (a) project management costs; (b) overheads and administration expenses; (c) professional, finance, legal and marketing costs
"Estimated GDV"	means at the date of the Viability Review the estimated Market Value of Open Market Housing Units of the Development based on detailed

comparable market evidence to be assessed by the Council and the GLA

"Excluded Commencement Works"

means:

- (a) ground investigations and/or site survey works;
- (b) diversion decommissioning and/or laying of services and service media for the supply or carriage of electricity gas water sewerage telecommunications or other utilities media or services;
- (c) construction of temporary boundary fencing or hoardings;
- (d) temporary diversion of highways;
- (e) archaeological investigation;
- (f) noise attenuation works;
- (g) demolition works;
- (h) works of site clearance;
- (i) remediation works;
- (j) excavation works to adjust ground levels on site;
- (k) temporary display of advertisements; and
- (l) works required pursuant to pre-commencement planning conditions attached to the Planning Permission for the Development and/or Phase 1

"Expert"

means an independent and suitable person holding appropriate professional qualifications appointed in accordance with the provisions of clause 11 to determine a dispute

"External Consultant"

means the external consultant appointed by the Council and approved by the GLA; or an external consultant appointed by the GLA to assess the Viability Review

"Flexible Workspace"

means the part of the development comprising floorspace totalling not less than 1,867sqm to be used for the provision of Flexible Workspace falling within class B1(a) (General Office) of the Town and Country Planning (Use Classes) Order 1987 (as amended) in accordance with the Planning

Permission to be provided by the Owner at its own cost in accordance with the terms of this Deed such floorspace to be on the lower ground, ground and first floors of the rebuilt Cruciform building as shown on the approved plans referred to on the Planning Permission

"Flexible Workspace Management Plan"

means a plan in writing setting out how the Flexible Workspace within Phase 5 will be managed (see (a) below) and marketed to prospective occupiers see (b) below):-

- (a) Proposed details for management:
 - (i) Information on the Flexible Workspace proximity to transport links and the key strengths and weaknesses of the location;
 - (ii) The dimension, size and number of units available;
 - (iii) Operational and facilities management for flexible/co-working space (which may include the appointment of an external operator/manager); and
 - (iv) Proposals on provision of flexible/co-working space to ensure the efficient use of the Flexible Workspace and how this will be managed
- (b) Proposed details for marketing:
 - (i) The Owner to seek Council input into a site specific marketing plan for the Flexible Workspace;
 - (ii) The marketing plan to include:
 - services available to the occupier; and
 - flexible/co-working of space to ensure the efficient use of the Flexible Workspace

"Flexible Workspace Plan Champion"

means a suitably qualified person appointed by the Owner who shall be responsible for implementing monitoring progress reporting and reviewing the Flexible Workspace Travel Plan in order that the Flexible Workspace Travel Plan achieves its objectives and targets

"Flexible Workspace Travel"

means the travel plan relating to the Flexible

Plan”	<p>Workspace which:-</p> <ul style="list-style-type: none"> (a) meets the requirements of Transport for London (TfL) travel plan guidance released in November 2013 or any update or replacement thereto; (b) relates to all travel movements of staff, customers and visitors and links to the delivery and servicing plan; (c) is ATTrBuTE and iTRACE compliant; and (d) fulfils the criteria set out in Schedule 4 of this Deed
“Flexible Workspace Travel Plan Monitoring Contribution”	<p>means the sum of £5,000 (Five Thousand Pounds) Index-Linked being a contribution towards the Council’s costs of monitoring the Flexible Workspace Travel Plan to be submitted by the Owner to the Council</p>
“Formula 1A”	<p>means the formula identified as "Formula 1A" within the Annex to Schedule 3</p>
“Formula 2”	<p>means the formula identified as "Formula 2" within the Annex to Schedule 3</p>
“GLA”	<p>means the Greater London Authority or any successor in function</p>
“Green Spaces Contribution”	<p>means the sum of £550,000.00 (FIVE HUNDRED AND FIFTY THOUSAND POUNDS) Index-Linked to be paid to the Council in accordance with paragraph 3 of Schedule 5</p>
“Ground Works Contribution”	<p>means the sum of £150,000.00 (ONE HUNDRED AND FIFTY THOUSAND POUNDS) Index-Linked to be paid to the Council in accordance with paragraph 4 of Schedule 5</p>
“Highway Agreement”	<p>means one or more agreements pursuant to section 38 and/or 278 of the Highways Act 1980</p>
“Highway Works”	<p>means the works to be undertaken on the public highway comprising:-</p> <ul style="list-style-type: none"> (1) the repaving of the footway along the carriageway fronting the Development only on: <ul style="list-style-type: none"> (a) The Ridgeway (between St Vincents Lane and Burtonhole Lane); and

(b) Burtonhole Lane (between Burtonhole Lane and Eleanor Crescent)

(2) provision of a zebra crossing on The Ridgeway

(3) provision of two accesses from The Ridgeway into the Development

(4) provision of an emergency access from Burtonhole Lane in the Development

as shown for indicative purposes only on the Highway Works Plans numbered 24a, 24b and 24c annexed at Schedule 1 to this Deed

“Homes and Communities Agency”

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

“Index”

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

“Index-Linked”

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

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

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

“Interest”

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

“iTRACE”

means an online tool that supports the development and monitoring of travel plans in London

“the Land”

means the land within which the Development is to take place and against which the obligations in this Deed may be enforced which is registered at HM Land Registry under title numbers MX26878 and AGL121249 and shown for the purpose of identification only edged red on Plan 21 annexed at Schedule 1 to this Deed

“Local Resident”

means a person living in or working in or with a local connection to the London Borough of Barnet

"London Design Standards"	means the required design standards for new homes approved and published by the Mayor of London at the date of grant of the Planning Permission
"Market Value"	<p>means the price at which the sale of the relevant property interest would have been completed unconditionally for cash consideration on the date of valuation assuming:</p> <ul style="list-style-type: none"> (a) a willing seller and a willing buyer; (b) that, prior to the date of valuation, there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) of the price and terms and the completion of the sale; (c) that no account is taken of any additional bid by a prospective purchaser with a special interest; and (d) that both parties to the transaction have acted knowledgeably, prudently and without compulsion
"Major Highways Improvement Contribution"	means a contribution by the Owner to a maximum of £50,000.00 (FIFTY THOUSAND POUNDS) to fund the implementation of the Bittacy Hill/Frith Lane Junction improvement in accordance with paragraph 1 of Schedule 6 and as shown indicatively on Plan 25 annexed at Schedule 1 to this Deed
"National Rent Regime"	means the regime under which the social rents of tenants and social housing are set or any replacement guidance or regime of a similar nature
"Nominations Agreement"	<p>means an agreement to be entered into with the Council in a form to be agreed between the Council and the Affordable Housing Provider (acting reasonably) and providing the Council with nomination rights in respect of:-</p> <ul style="list-style-type: none"> (a) 100% of first lets; and (b) 75% of subsequent lets <p>of the Affordable Rented Housing Units for the life of the Development unless otherwise agreed with the Council</p>
"Occupation"	means occupation of the Land or any of the Residential Units or buildings forming part of the Development for the purposes permitted by the

Planning Permission but does not include occupation by personnel engaged in demolition, construction, fitting out, decoration, marketing, or for site security purposes and "**Occupy**" and "**Occupied**" shall be construed accordingly

- "Occupier"** means the occupier or occupiers of a single Residential Unit
- "Open Market Housing Units"** means the residential units forming part of the Development which are to be sold on the open market and which are not Affordable Housing Units
- "Open Space Land"** means the land shown indicatively on Plan 26 annexed at Schedule 1 to this Deed showing the part of the Land to be transferred to the Council for the purposes of sports pitches and associated infrastructure
- "Parties"** means the Owner the GLA and the Council and "**Party**" shall be construed accordingly as the context requires
- "Phase"** means a phase of the Development shown for indication purposes only on the Phasing Plan unless otherwise agreed with the Council
- "Phasing Plan"** means Plan 22 and annexed to this Deed at Schedule 1
- "Planning Permission"** means the planning permission for the Development to be granted by the GLA pursuant to the Application a draft of which is attached to this Deed at Schedule 2
- "Practical Completion"** means issue of a certificate by the Owner's architect, civil engineer or chartered surveyor as appropriate certifying that the Development or a relevant part thereof (depending on the context of the Deed) is for all practical purposes sufficiently complete to be put into use and "**Practically Completed**" shall be construed accordingly
- "Priority Band 1"** means Eligible Purchasers whose gross annual household income at the date of purchasing the relevant Shared Ownership Housing Unit does not exceed £41,562 for 1 bed and £65,087 for 2 beds and £79,369 for 3 beds (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to

time

"Priority Band 2"

means Eligible Purchasers whose gross annual household income at the date of purchasing a Shared Ownership Housing Unit does not exceed £60,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

"Priority Band 3"

means Eligible Purchasers whose gross annual household income at the date of purchasing a Shared Ownership Housing Unit does not exceed £90,000 (maximum annual housing costs including mortgage rent and service charges should be no greater than 40 percent of net household income) subject to any adjustments made by the London Plan Annual Monitoring Report (or replacement GLA guidance or policy) from time to time

"Public Routes"

means the publicly accessible routes to be provided as part of the Development as shown indicatively coloured pink on Plan 27 annexed at Schedule 1 to this Deed

"Public Routes Management and Maintenance Plan"

means a plan setting out details of the proposed management and maintenance arrangements (including, without limitation, access, cleaning, maintenance, lighting, opening hours, reasonable conduct rules, safety and security) for the Public Routes at the Owner's cost to ensure that the Public Routes are kept in good order and in safe condition at all times; and the "Approved Public Routes Management and Maintenance Plan" means the Public Routes Management and Maintenance Plan that is approved by the Council pursuant to paragraph 5 of Schedule 5

"Public Subsidy"

means funding from the Council and the GLA together with any additional public subsidy secured by the Owner to support the delivery of the Development

"Rent Standard"

means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform Act 2016, the Guidance on Rents for Social Housing and the Direction on the Rent Standard 2014 both issued by the Department for Communities and Local Government in May 2014 together with the Rent Standard Guidance published by the Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or

legislation

“Residential Travel Plan”

means a travel plan statement relating to the Residential Units that seeks to reduce the reliance on the use of the private car and which:-

- (a) meets the requirements of Transport for London’s (TfL) Travel Plan Guidance (November 2013);
- (b) is ATTrBuTE and iTRACE compliant;
- (c) and fulfils the criteria set out in Schedule 4 to this Deed

“Residential Travel Plan Champion”

means a person appointed by the Owner who shall be responsible for implementing, monitoring progress, reviewing and reporting the Residential Travel Plan in order to ensure that the Residential Travel Plan achieves its objectives and targets

“Residential Travel Plan Incentives”

means the following incentives to be made available to the first occupiers of each Residential Unit within the Development in accordance with paragraph 3 of Part 1 of Schedule 4:-

- (a) membership of a Car Club and/or car club vehicle hire to the value of £150; or
- (b) pre-loaded credit to the value of £150 on an Oyster card; or
- (c) cycle voucher to the value of £150

“Residential Travel Plan Incentives Fund”

means the sum of £138,000.00 (ONE HUNDRED AND THIRTY EIGHT THOUSAND POUNDS) Index-Linked to be applied towards funding of the Residential Travel Plan Incentives up to a value of £300 (THREE HUNDRED POUNDS) per Residential Unit

“Residential Travel Plan Monitoring Contribution”

means the sum of £20,000.00 (TWENTY THOUSAND POUNDS) Index-Linked being a contribution towards the Council’s costs of monitoring the Residential Travel Plan to be submitted by the Owner to the Council

“Residential Units”

means the Open Market Housing Units and the Affordable Housing Units

"Review Date"

means the date 24 months from but excluding the date of grant of the Planning Permission

"RTA Purchaser"	means a former tenant of an Affordable Housing Unit who purchases that Affordable Housing Unit under the provisions of the right to acquire created by section 180 of the Housing and Regeneration Act 2008 or the preserved right to buy created by Part V of the Housing Act 1985 or any other statutory right in force from time to time entitling tenants of an Affordable Housing Provider to purchase their homes
"Shared Ownership Housing"	means a unit occupied partly for rent and partly by way of owner occupation on shared ownership terms as defined in section 2(6) of the Housing Act 1996 (or any amended or replacement provision) where the shared ownership lessee for the time being has the right to carry out Staircasing and dispose of the unit on the open market and "Shared Ownership Lease" and "Shared Ownership Lessee" shall be construed accordingly
"Shared Ownership Housing Units"	<p>means the 131 residential units to be provided by the Owner on the Land as Shared Ownership Housing comprising:-</p> <ul style="list-style-type: none"> (a) 67 x 1 bedroom (b) 60 x 2 bedroom (c) 4 x 3 bedroom <p>in accordance with paragraph 6 of part 1 of Schedule 3 and shown on the Affordable Housing Plans numbered 1 to 20 (inclusive) appended hereto at Schedule 1 to this Deed</p>
"Social Rented Units"	means homes owned by local authorities and Affordable Housing Providers (as defined in Section 80 of the Housing and Regeneration Act 2008), for which guideline Target Rents are determined through the National Rent Regime and they may also be owned by other persons and provided under equivalent rental arrangements to the above, as agreed with the Council, the Greater London Authority or any relevant successor body
"Staircasing"	means the acquisition by a purchaser of a Shared Ownership Unit of additional equity in a unit of Shared Ownership Housing up to a maximum of 100 per cent equity and "Staircased" shall be construed accordingly
"Statutory Undertaker"	means a statutory undertaker as defined by Section 262 of the 1990 Act and Article 1(20) of the Town and Country Planning (General Permitted

Development) Order 1995

"Step Free Tube Access Contribution"

means the sum of £300,000.00 (THREE HUNDRED THOUSAND POUNDS) Index-Linked to fund step free access provision (and any incidental improvements required) at Mill Hill East Underground Station which shall be paid in accordance with paragraph 2 of Schedule 6

"Substantial Implementation"

means the Development has been Implemented and the following has occurred:

- (a) those parts of the Excluded Commencement Works required for Phase 1 have been completed;
- (b) in relation to Phase 1 only:-
 - (i) Block E1 constructed to first floor level;
 - (ii) Block C1 constructed to first floor level;
 - (iii) Block E2 constructed to first floor level;
 - (iv) Block D1 constructed to first floor level; and
 - (v) Block D2 constructed to ground floor level

"Target Rents"

means rents for social rented properties conforming with the pattern produced by the formula rent set out in the Guidance on Rents for Social Housing published by the Department of Communities and Local Government in May 2014 and subject to the limit on rent changes and rent caps set out therein and subject to indexation as permitted by the Rent Standard from time to time

"Transport for London"

means Transport for London or its successor body

"Travel Plans"

means the Café/Gym Travel Plan, the Flexible Workspace Travel Plan and the Residential Travel Plan

"Travel Plan Review"

means a review of the provisions of the relevant Travel Plan to ascertain whether the relevant Travel Plan is meeting its stated objectives and targets including any revised objectives targets and action plans required to give effect to the objectives of the relevant Travel Plan

"Viability Review"

means the upward-only review of the financial viability of the Development at the Review Date

using Formula 1A and Formula 2 to determine whether Additional Affordable Housing can be provided on the Land as part of the Development

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

1.2 In this Deed:-

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

2. STATUTORY AUTHORITY AND ENFORCEABILITY

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

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

3. EFFECT AND CONDITIONALITY OF THIS DEED

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

3.1.1 the grant of the Planning Permission; and

3.1.2 the Commencement of Development

and the planning obligations set out in Schedules 3 to 9 (inclusive) shall only come into effect on the Commencement of Development save for the provisions of clause 4.2 (Fees), clause 8 (Determination of the Planning Permission) clause 11 (Dispute) and clause 16 (Notices) which shall come into effect on completion of this Deed.

4. THE OWNER'S COVENANTS AND OBLIGATIONS

4.1 The Owner covenants with the GLA and the Council to perform the obligations specified in Schedules 3 to 8 inclusive to this Deed.

4.2 The Owner covenants to pay on or before completion of this Deed the Council's and the GLA's reasonable legal costs incurred in connection with the negotiation, preparation and execution of this Deed.

5. THE COUNCIL'S COVENANTS

5.1 The Council covenants with the Owner and the GLA to perform the obligations specified in paragraph 2 of Schedule 6 and Schedule 9 to this Deed.

6. THE GLA'S COVENANTS

6.1 The GLA covenants with the Owner and the Council to observe the covenants on its part set out in this Deed.

6.2 The GLA covenants that it shall issue the Planning Permission as soon as reasonably practicable following completion of the Deed in the form attached as Schedule 2.

7. EXCLUSIONS

7.1 This Deed shall not bind or be enforceable against the following:-

7.1.1 any person after it has disposed of all of its interest in the Land (or in the event of a disposal of part against the part disposed of) but without prejudice to the liability of any such person for any subsisting breach of this Deed prior to parting with such interest;

7.1.2 any owner, tenant or occupier of any individual unit within a completed building in the Development pursuant to the Planning Permission nor against those deriving title from them nor against a mortgagee or chargee of such individual unit;

- 7.1.3 any Affordable Housing Provider except in relation to the affordable housing obligations in Schedule 3 and paragraph 11 of Part 1 of Schedule 4 to this Deed;
- 7.1.4 any occupier or tenant of a Shared Ownership Housing Unit or an Affordable Rented Housing Unit who has exercised a statutory right to acquire or buy that unit from the Affordable Housing Provider pursuant to the Housing Act 1985 or the Housing Act 1996 or Housing and Regeneration Act 2008 or Planning Act 2016 or has acquired 100% of the equity in a Shared Ownership Housing Unit;
- 7.1.5 any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver")) of the whole or any part of the Affordable Housing Units (or any Additional Affordable Housing Units) or any persons or bodies deriving title through such mortgagee or chargee or Receiver provided that:-

7.1.5.1 such mortgagee or chargee or Receiver must first give written notice to the Council of its intention to dispose of the Affordable Housing Units (or any Additional Affordable Housing Units) and give the Council the option to purchase the relevant Affordable Housing Units (or any Additional Affordable Housing Units) from the mortgagee or chargee or Receiver or alternatively nominate another Affordable Housing Provider to purchase the relevant Affordable Housing Units (or any Additional Affordable Housing Units) for a period commencing on the date the Council receives (or is deemed to have received) the notice from the ~~Chargee~~ and ending three months after the date of receipt (or deemed receipt) of the notice (the "Notice Period") and in the event that the Council or its nominated Affordable Housing Provider gives notice to the mortgagee or chargee or Receiver that it wishes to purchase the relevant Affordable Housing Units (or any Additional Affordable Housing Units) within the Notice Period it shall be entitled to purchase the relevant Affordable Housing Units (or any Additional Affordable Housing Units) within a period of not less than three months from the date of informing the mortgagee or chargee or Receiver of its intention to proceed with the purchase.

DLA Piper
UK LLP

AC
mortgagee
chargee
or Receiver

7.1.5.2 ~~Subject to Clause 7.1.5.3 below~~ if such disposal is not completed within the timescales specified in paragraph 7.1.5.1 above the mortgagee or chargee or Receiver shall be entitled to dispose of the relevant Affordable Housing Units (or any Additional Affordable Housing Units (as applicable) free from the affordable housing provisions within this Deed ~~which provisions shall determine absolutely in respect of the relevant Affordable Housing Units (or any Additional Affordable Housing Units)~~

AC
DLA Piper
UK LLP
Affordable
Housing
Units

~~7.1.5.3 The timescales specified in Clause 7.1.5.1 above may be extended in circumstances where there is a dispute between the Council (or its nominated Affordable Housing Provider) and the Chargee concerning the consideration to be paid for the relevant Affordable Housing Units or Additional Affordable Housing Units and in such circumstances the matter may be referred to dispute resolution in accordance with the provisions of clause 11 of the Agreement.~~

DLA Piper
UK LLP

DLA Piper
UK LLP

AL 3
7.1.5.4

The price payable by the Council (or its nominated Affordable Housing Provider) for the relevant Affordable Housing Unit(s) or Additional Affordable Housing Units pursuant to paragraph 7.1.5.1 above shall be a consideration representing the best price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained within Schedule 3;

- 7.1.6 any successors in title to the persons categorised in clauses 7.1.2; and
- 7.1.7 any Statutory Undertaker or other person with any interest in any part of the Land for the purpose of the supply of electricity gas water drainage telecommunication services or public transport services.

8. DETERMINATION OF THE PLANNING PERMISSION

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

- 8.1.1 the Planning Permission shall lapse without having been implemented; or
- 8.1.2 the Planning Permission shall be revoked; or
- 8.1.3 if the Owner shall before Commencement of Development implement any subsequent planning permission for the permanent redevelopment of the Land which precludes implementation of the Planning Permission in accordance with its terms; or
- 8.1.4 if the Planning Permission is quashed on judicial review without being thereafter re-granted by the GLA.

8.2 In the event that this Deed ceases to have effect as a result of the occurrence of any of the events set out in this clause 8 the Council shall effect the cancellation of all entries made in the register of local land charges in respect of this Deed.

8.3 This Deed is intended to regulate and restrict the carrying out of the Development and shall not prohibit or restrict the carrying out of any other development which may be authorised by any planning permission issued subsequent to the grant of the Planning Permission.

9. CONSENT AND GOOD FAITH IN RELATION TO THIS DEED

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

9.2 The Council and the GLA shall not be required to pay any costs in the giving of any such agreement approval consent confirmation comment or declaration or expressions of satisfaction referred to in clause 9.1 from the Council to any other Party to this Deed.

10. VERIFICATION AND ENFORCEMENT

The Owner shall permit the Council and the GLA and its authorised employees and agents upon reasonable notice to enter the Land at all reasonable times for the purposes of verifying whether or not any planning obligations arising under this Deed

has been performed or observed **SUBJECT TO** compliance by the Council and the GLA and its authorised employees and agents at all times with the Owner's site regulations and requirements and health and safety law and good practice.

11. DISPUTE PROVISIONS

- 11.1 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Deed (including any failure by the Parties to agree or approve any matter falling to be agreed or approved under Schedule 3 of this Deed) then unless the relevant part of the Deed indicates to the contrary, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of either of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties save in the case of manifest error.
- 11.2 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the Parties pursuant to clause 11.3.
- 11.3 The Expert shall be required to give notice to each Party inviting each Party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each Party a further five (5) Working Days to make counter-submissions to the written submissions of any other Party.
- 11.4 The Expert's costs shall be payable by the Parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the Parties in equal shares.
- 11.5 The provisions of this clause 11 shall not fetter the Council's power to enforce this Deed by way of an application for declaratory relief or injunction.

12. POWERS OF THE COUNCIL

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

13. WAIVER

No waiver (whether express or implied) by the GLA or the Council of any breach or default by the Owner in performing or observing any of the covenants terms conditions undertakings obligations or restrictions contained in this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting on any subsequent breach or default in respect thereof by the Owner.

14. SEVERABILITY

- 14.1 Each clause sub-clause schedule or paragraph in this Deed shall be separate distinct and severable from each other to the extent only that if any clause sub-clause schedule or paragraph becomes or is invalid because one or more of such clause sub-clause schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or

scope of activities or area covered) diminished then any modifications necessary to ensure such clause sub-clause schedule or paragraph be valid shall apply without prejudice to any other clause sub-clause schedule or paragraph contained therein.

- 14.2 If any provision in this Deed is held 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 Deed.

15. SATISFACTION OF ANY OF THE PROVISIONS OF THIS DEED

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

16. NOTICES

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

16.1.1 In the case of the GLA at the address for the GLA given on page 4 of this Deed or any other address previously notified by the GLA in writing;

16.1.2 in the case of the Council at the address for the Council given on page 4 of this Deed or any other address previously notified by the Council in writing;

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

- 16.2 Any notice shall be deemed to have been duly received:-

16.2.1 if delivered personally, when left at the address and for the contact referred to in this clause 16;

16.2.2 if sent by pre-paid first class post or recorded delivery, on the 2nd Working Day after posting; or

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

17. CHANGE OF OWNERSHIP

- 17.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Land.

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

individual owner occupier or tenant or a successor in title to such mortgagee or chargee or a Statutory Undertaker or similar utility provider.

18. INTEREST ON LATE PAYMENT

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

19. THIRD PARTY RIGHTS

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

20. REGISTRATION OF THIS DEED

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

21. JURISDICTION

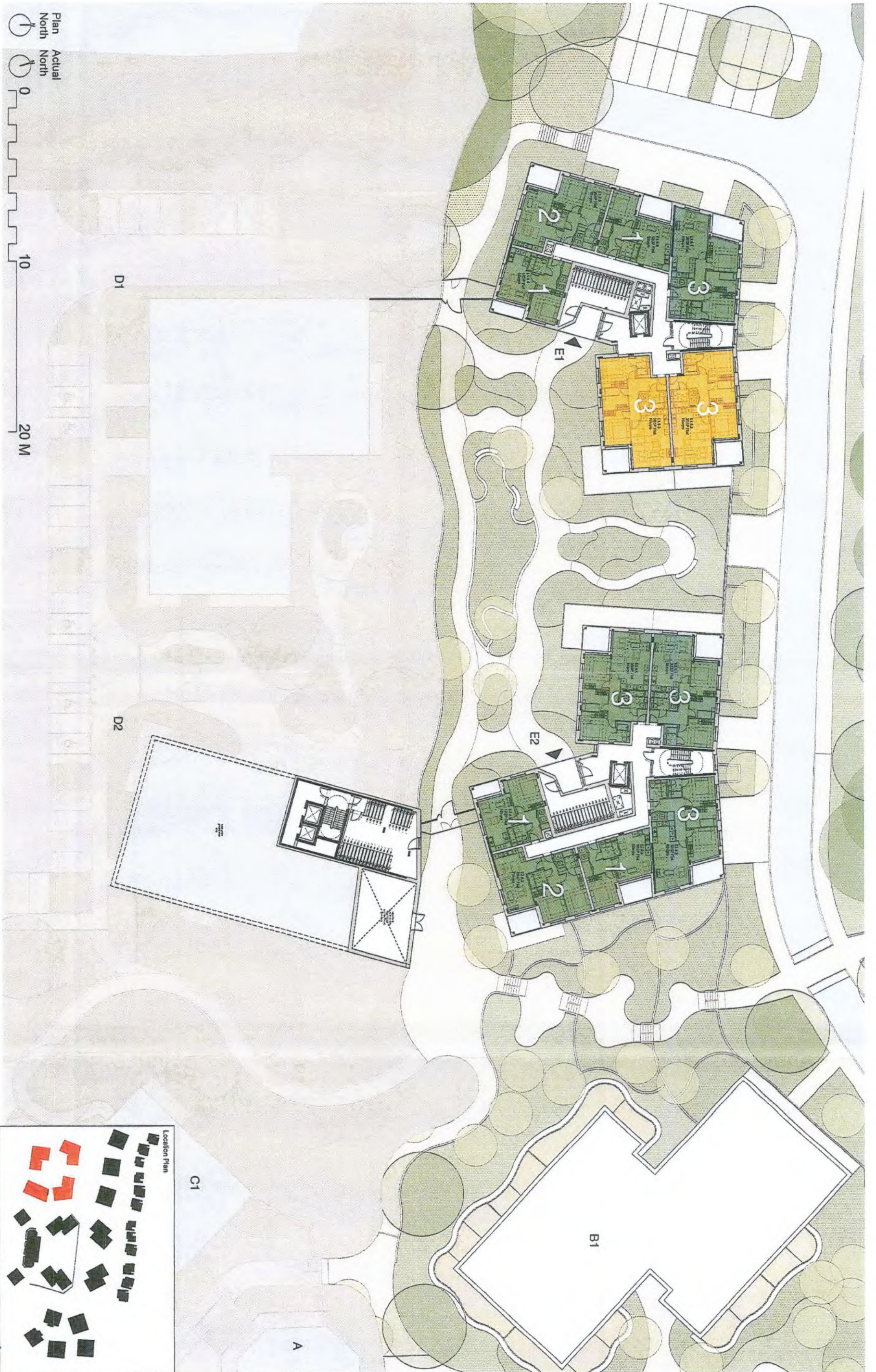
This Deed is governed by and interpreted in accordance with the law of England and Wales.

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

SCHEDULE 1

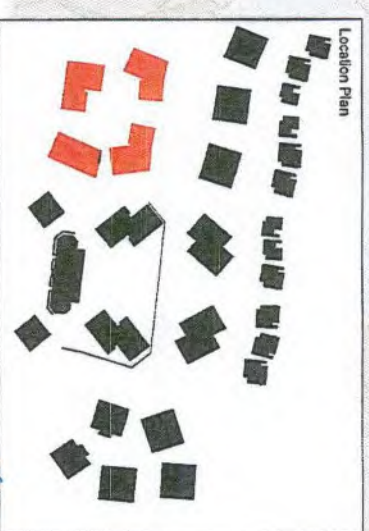
Plans

1. Affordable Housing Plans (Plans 1-20)
2. Plan to show the location of the Land (Plan 21)
3. Phasing Plan – to show the phasing of the Development (Plan 22)
4. Bus Stop Relocation Works Plan – to show the relocation and improvements to bus stops on the Ridgeway (Plan 23)
5. Highway Works Plans (Plan 24):-
 - (a) to show the access ways and emergency access into the Land (Plan 24a)
 - (b) to show the footway resurfacing fronting the Development (Plan 24b)
 - (c) to show the new zebra crossing (Plan 24c)
6. Major Highways Improvement Plan – to show the Frith Lane/Bittacy Hill junction improvement works (Plan 25)
7. Open Space Land Plan – to show the open space land to be transferred to the Council (Plan 26)
8. Public Routes Plan – to show the areas of public open space within the Land (Plan 27)

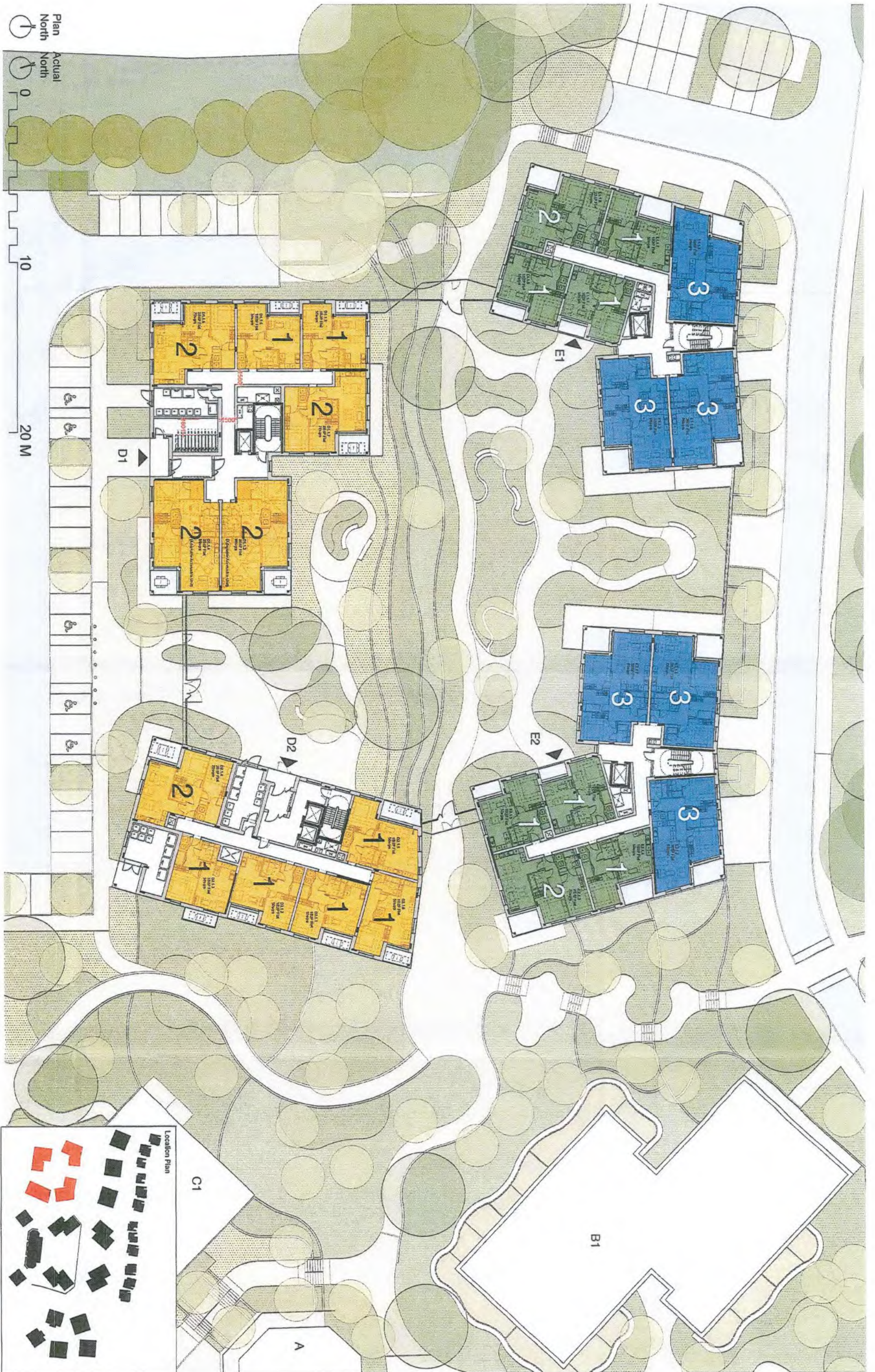


Proposed Ridgeway Courtyard
 Lower Ground Floor Plan
 170914

Key
 Intermediate / Shared Ownership
 Rented
 Private



Heese
Hugh Dunlop
 PLAN 1



Proposed Ridgeway Courtyard
 Ground Floor Plan
 170824

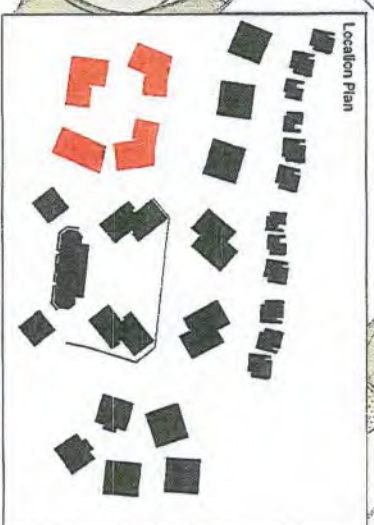
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 Rented
 Private

Plan North

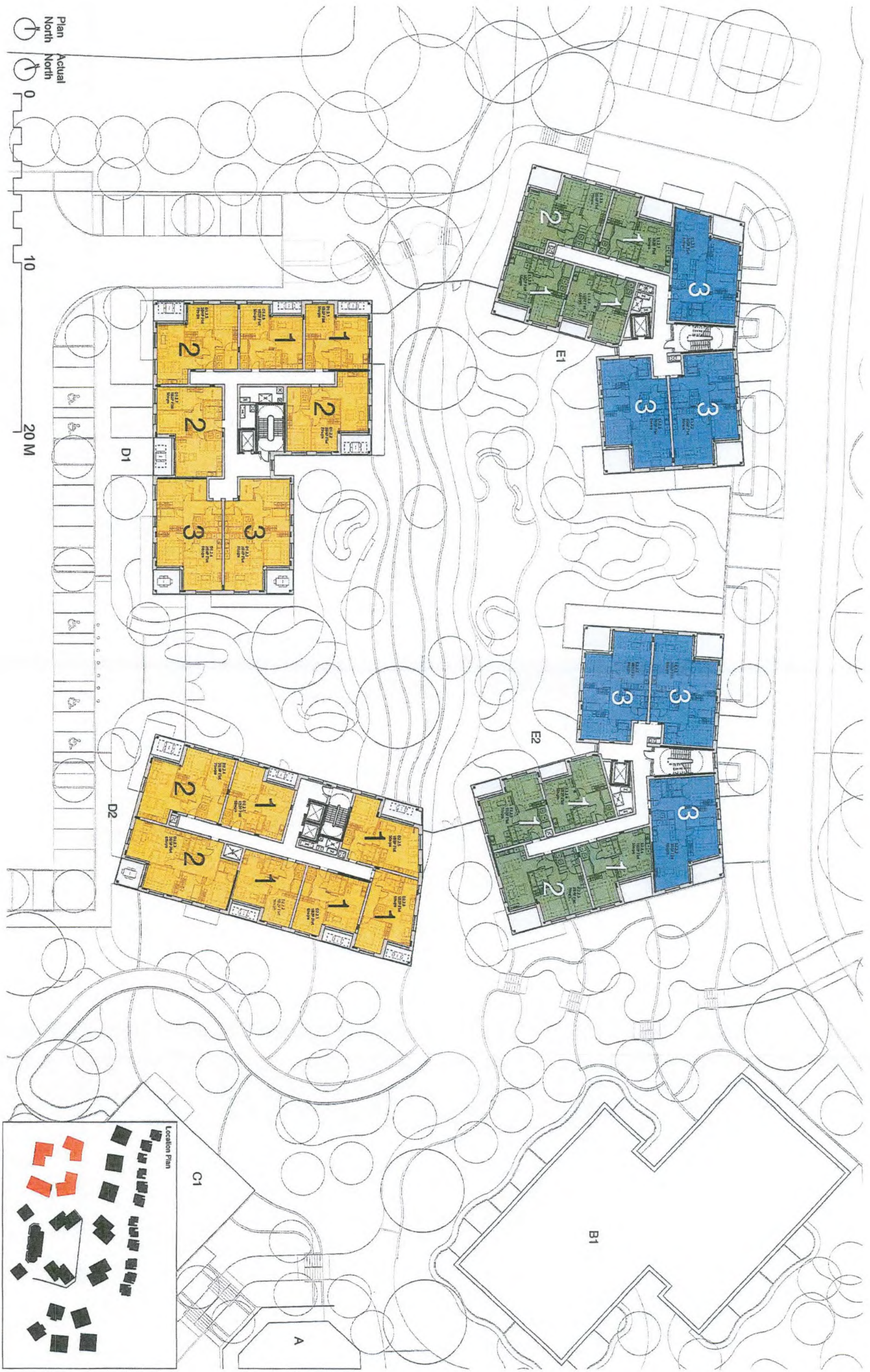
Actual North

10

20 M

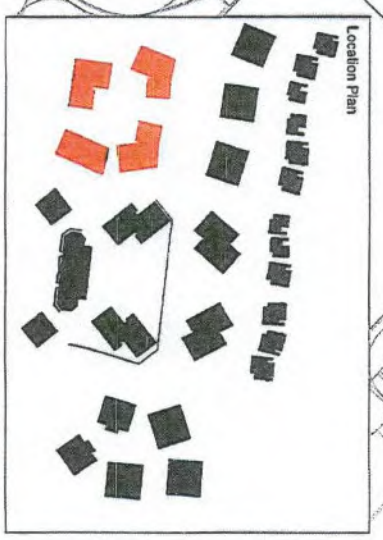


Spall
Highway PLAN 2



Proposed Ridgeway Courtyard
 First Floor Plan
 170824

Key
 Intermediate / Shared Ownership
 Rented
 Private



John South
Highway
 PLAN 3

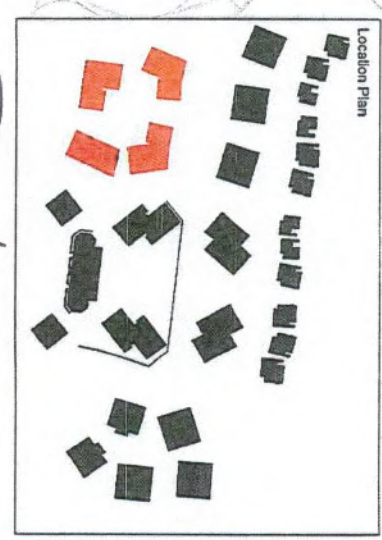


Proposed Ridgeway Courtyard
 Second Floor Plan
 170824

Key
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 Rented
 Private

Plan North
 Actual North

0 10 20 M



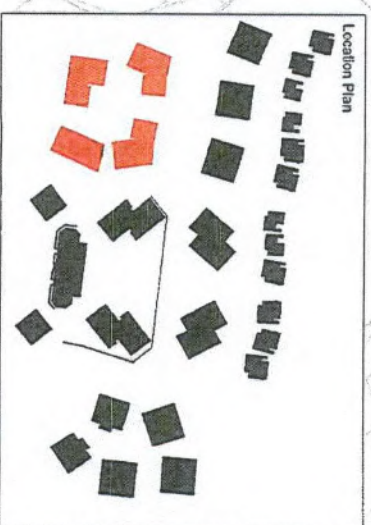
Stewart
Hugh Doolop
 PLAN 4

Proposed Ridgeway Courtyard
 Third Floor Plan
 170824

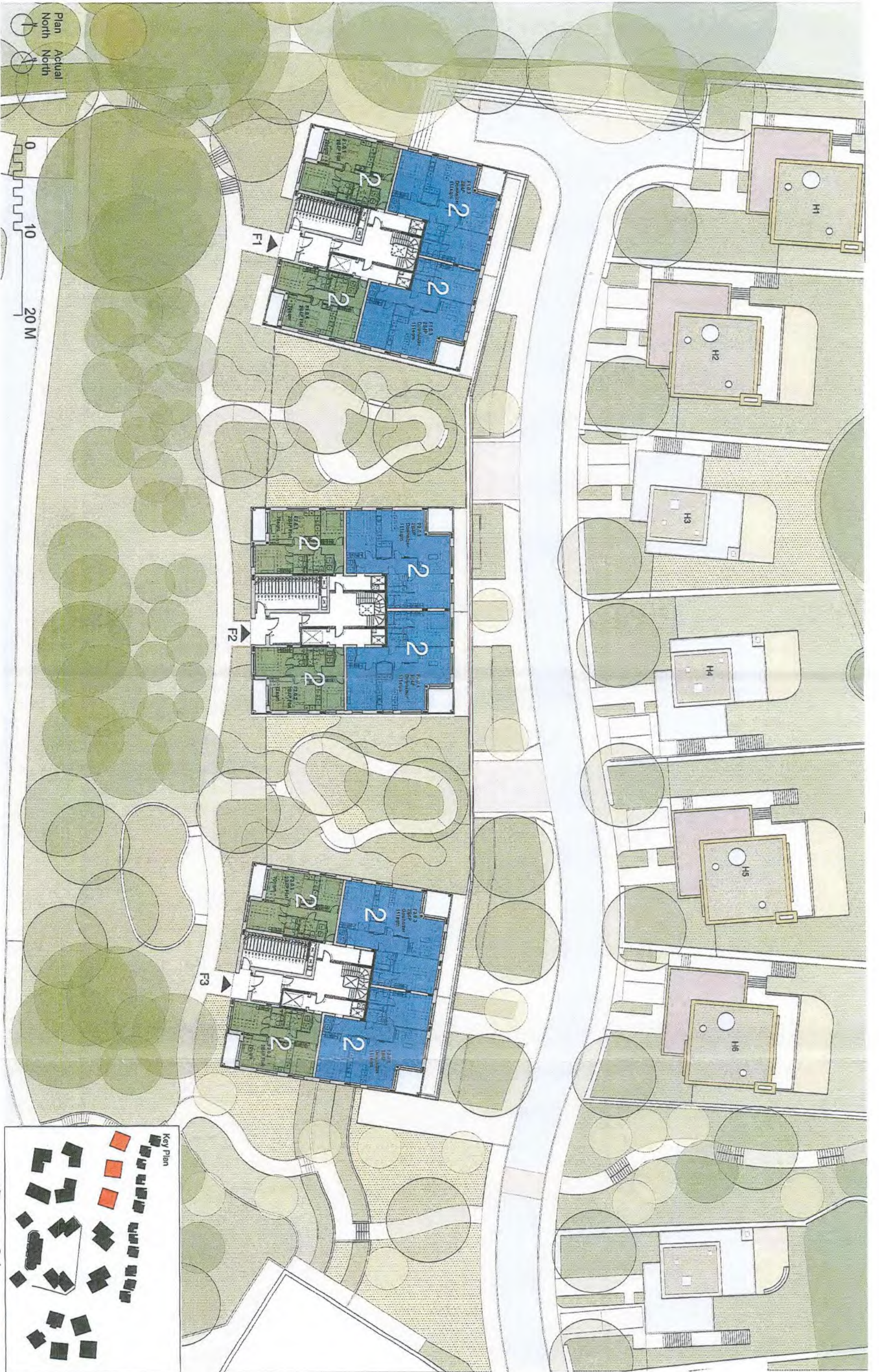
Plan North
 Actual North



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 Rented
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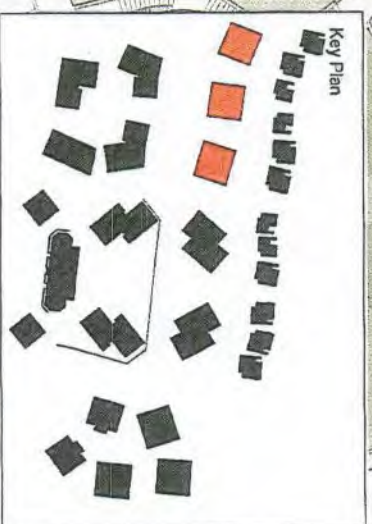


Stand
 Hugh Darlop
 PLANS



Proposed Lower Lane Pavilions
Ground Floor Plan
170824

Key
 Intermediate / Shared Ownership
 Rented
 Private



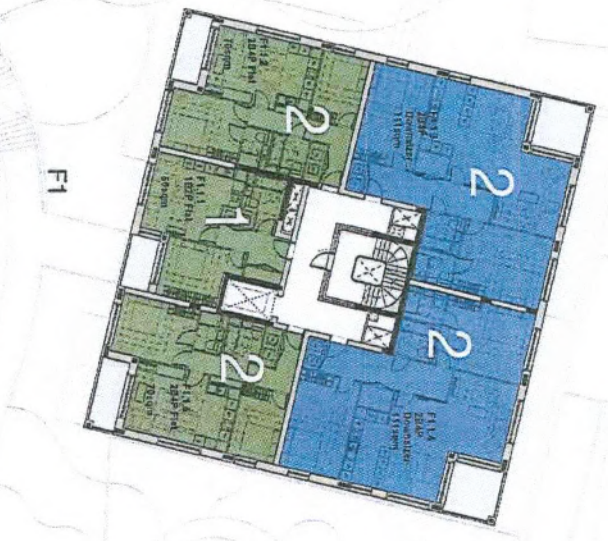
Stuart
Hugh Dudgey
 PLAN 6

Plan North
Actual North

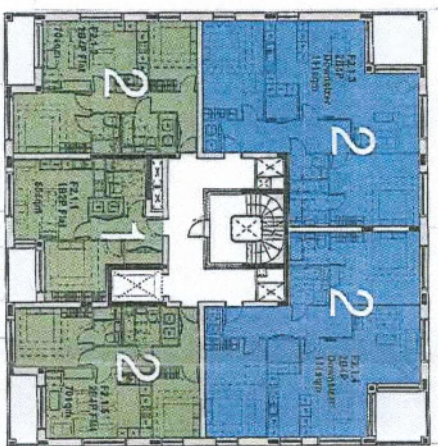


Proposed Lower Lane Pavilions
First Floor Plan
170824

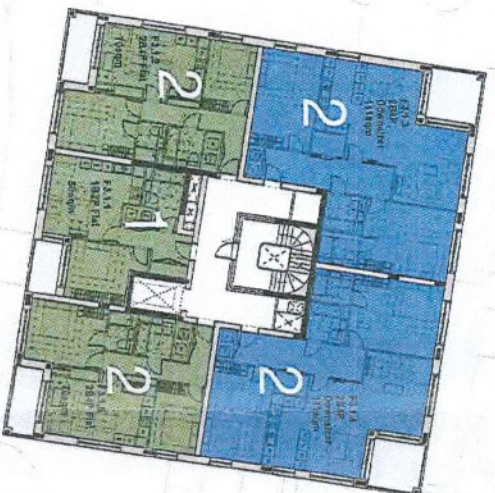
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Intermediate / Shared Ownership
Rented
Private



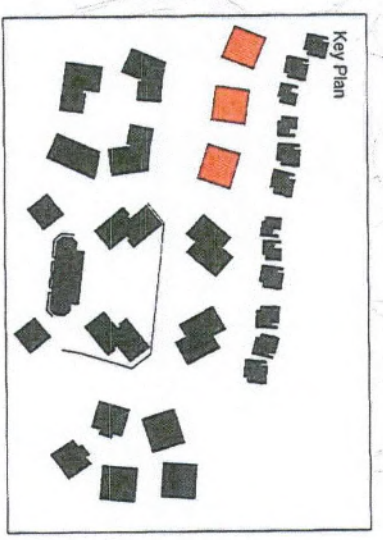
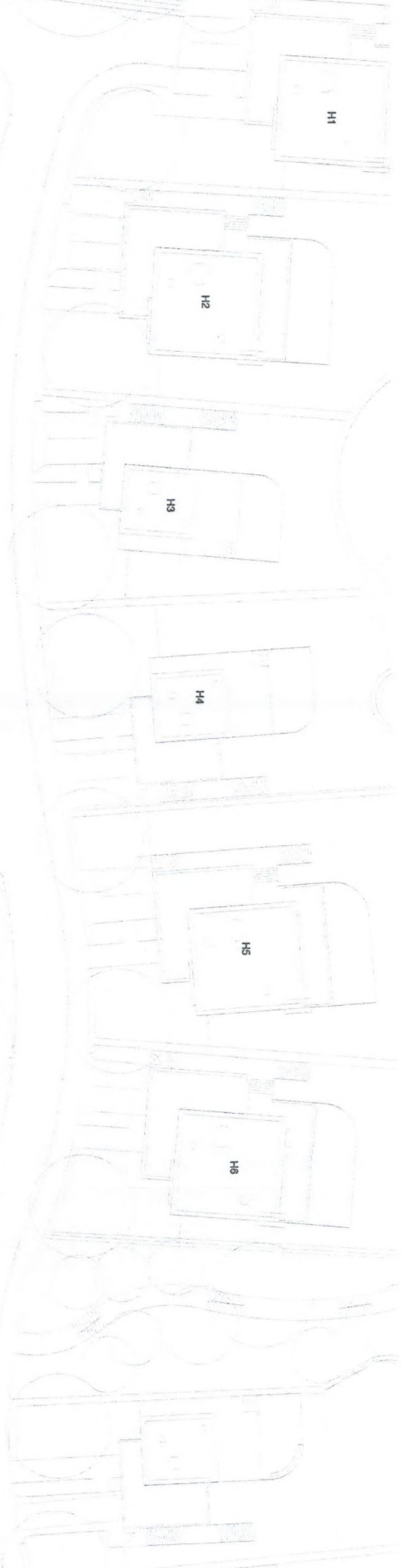
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F2

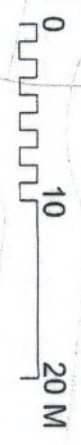


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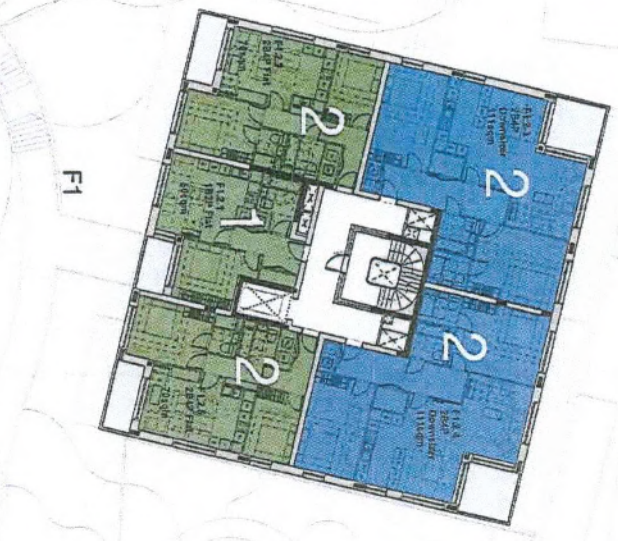
J. Sewell
Hugh Dempsey
PLAN 7

Plan North
Actual North

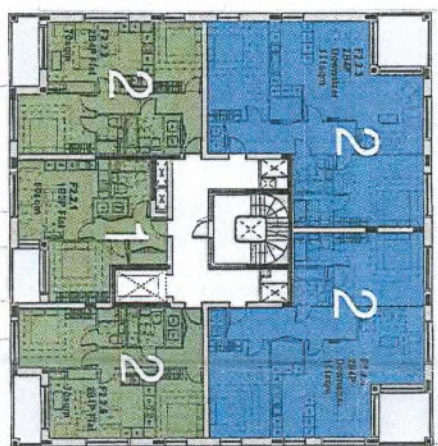


Proposed Lower Lane Pavilions
Second Floor Plan
170824

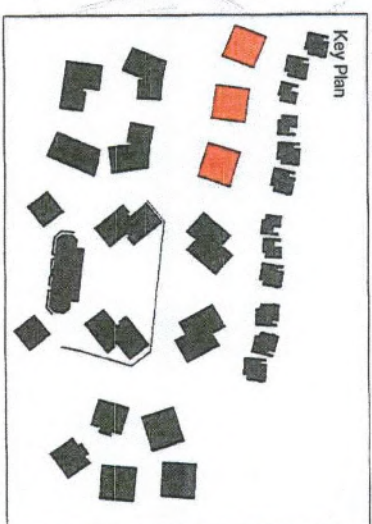
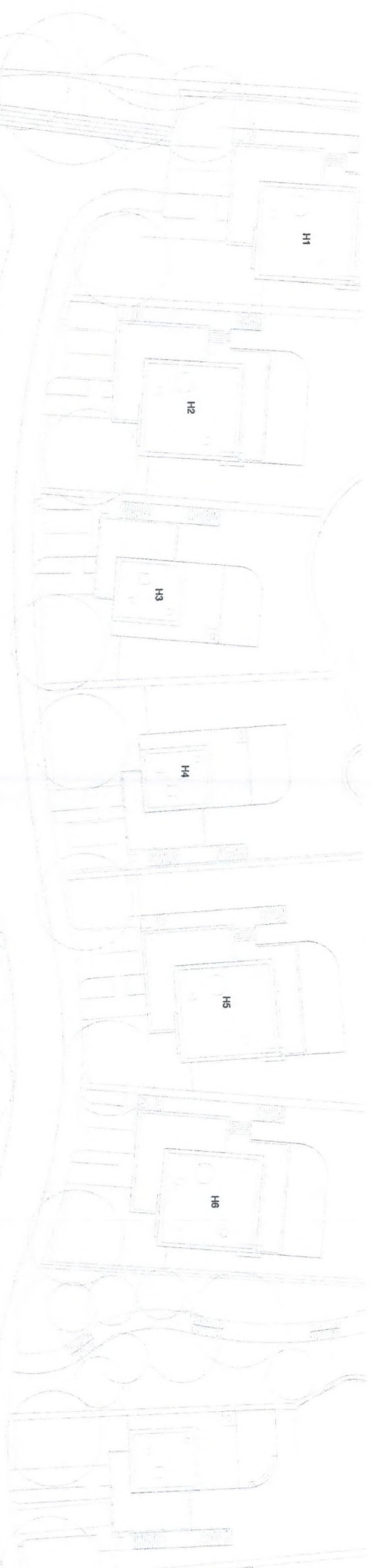
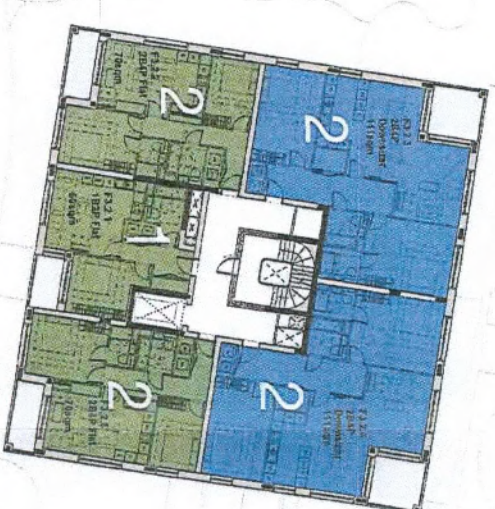
Key
Intermediate / Shared Ownership
Rented
Private



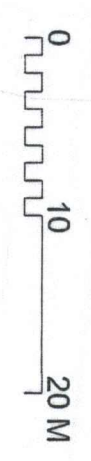
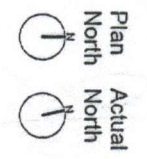
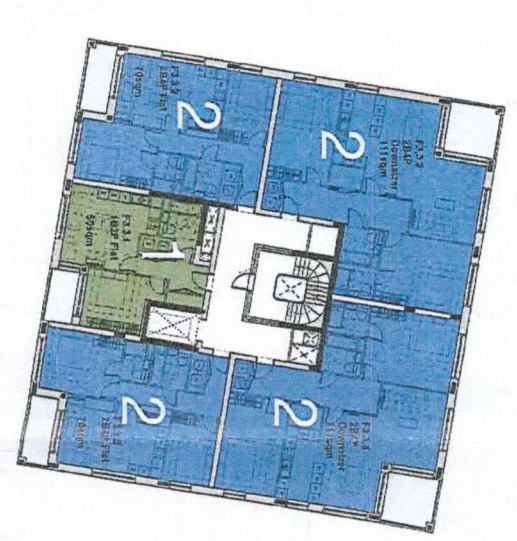
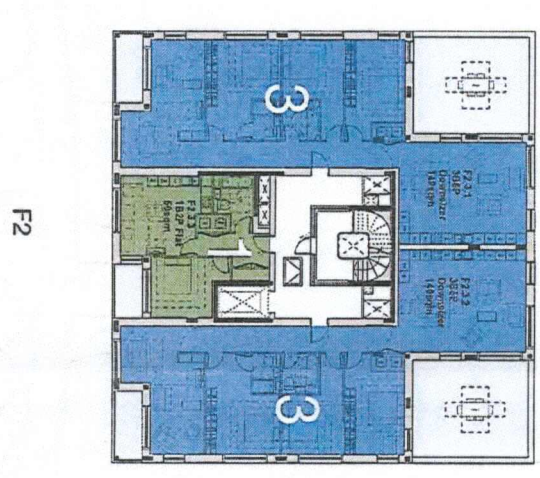
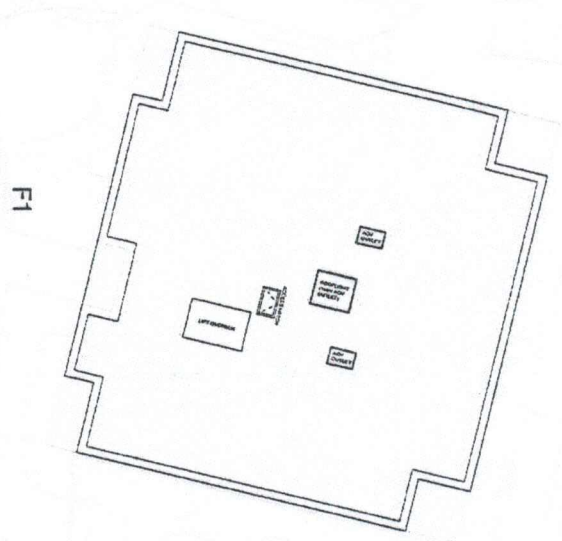
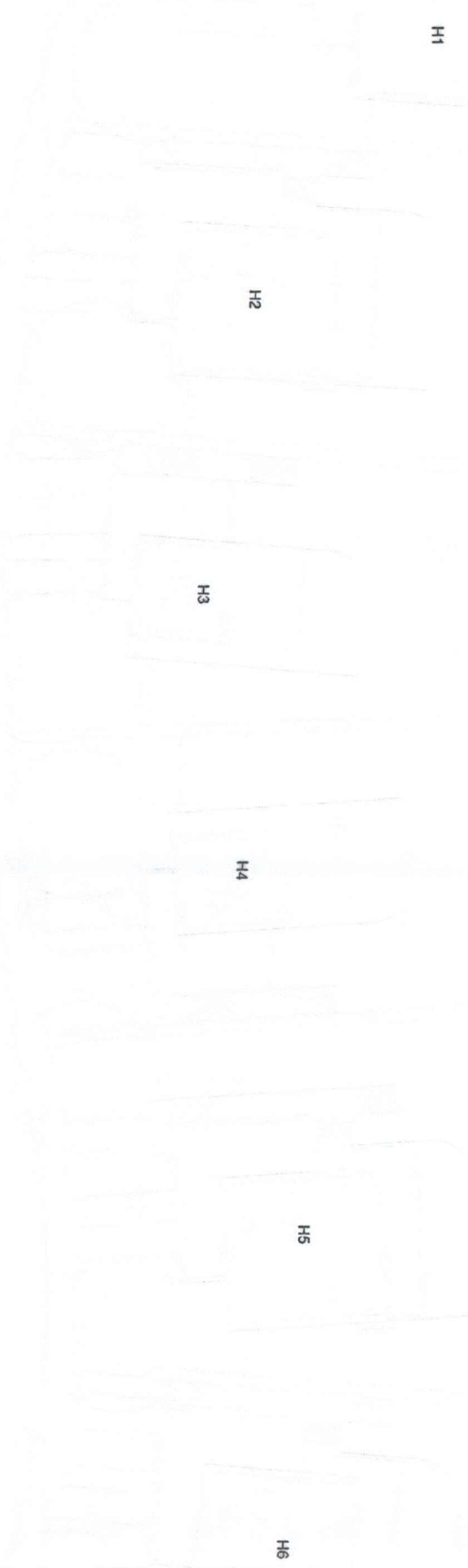
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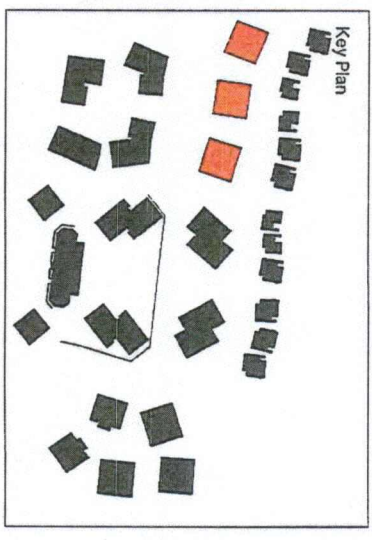
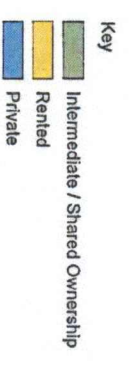
F3



Stand
Hugh Dwyer
PLAN 8

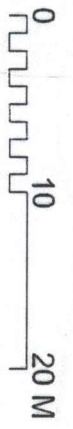
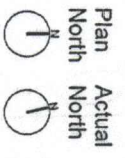


Proposed Lower Lane Pavillions
Third Floor Plan
170824



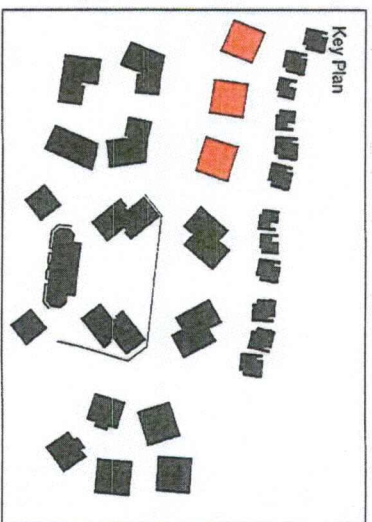
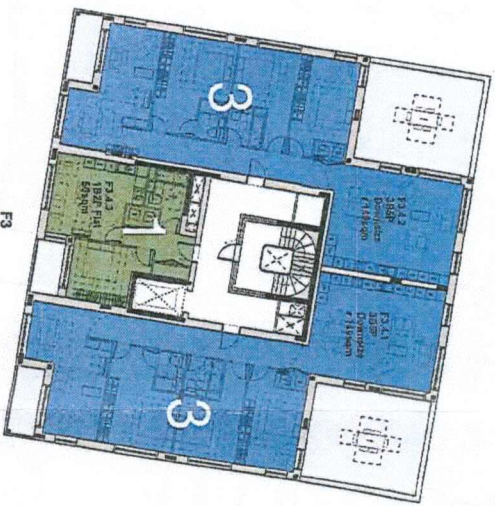
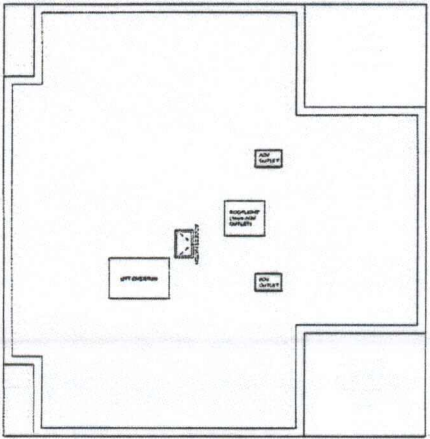
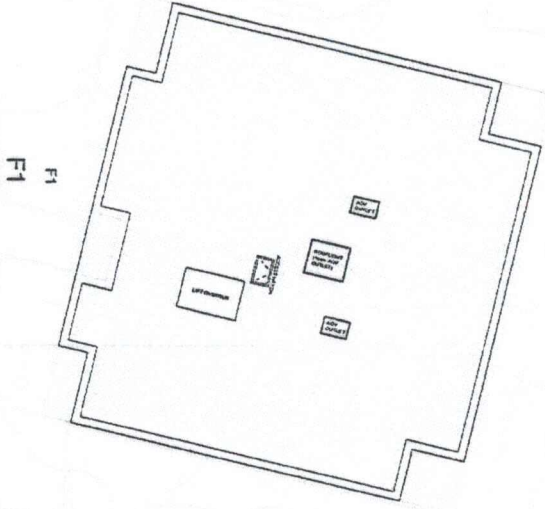
Stewart
Hugh Dudgeon PLAN 9

Proposed Lower Lane Pavillions
 Fourth Floor Plan
 170824



Key

- Intermediate / Shared Ownership
- Rented
- Private

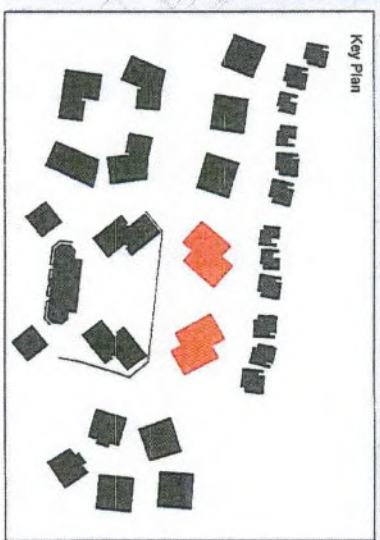


David
Hugh Orlop
 PLAN 10

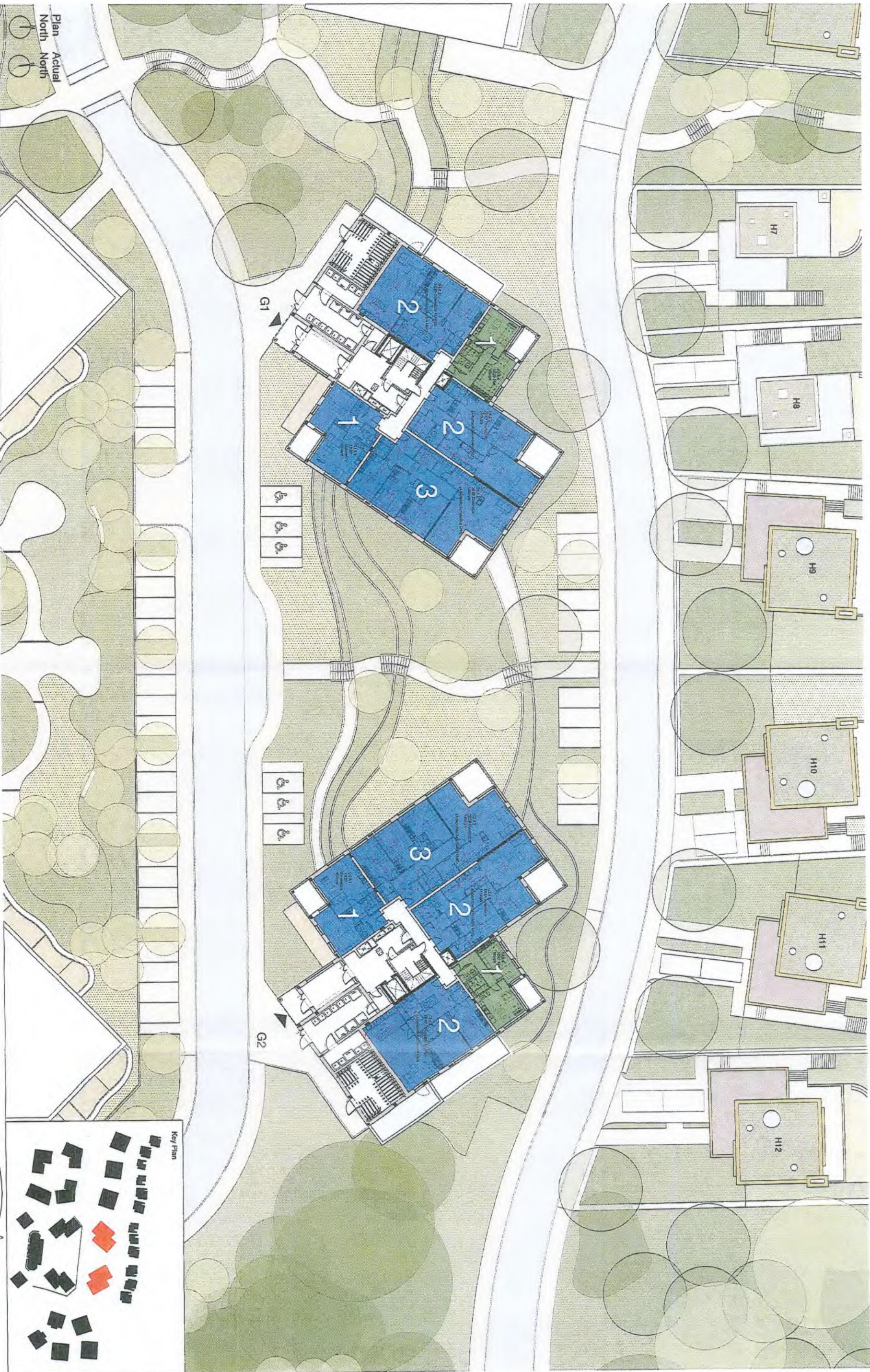


Proposed Lower Lane Pavilions
 Lower Ground Floor Plan
 170824

Intermediate / Shared Ownership
 Rented
 Private

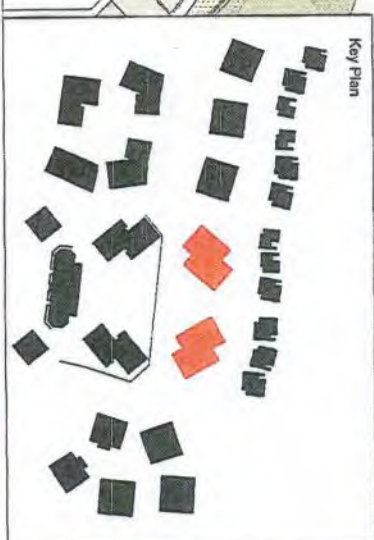


Frank
High Develop PLAN II



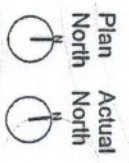
Proposed Lower Lane Pavilions
 Ground Floor Plan
 170824

■ Intermediate / Shared Ownership
■ Rented
■ Private

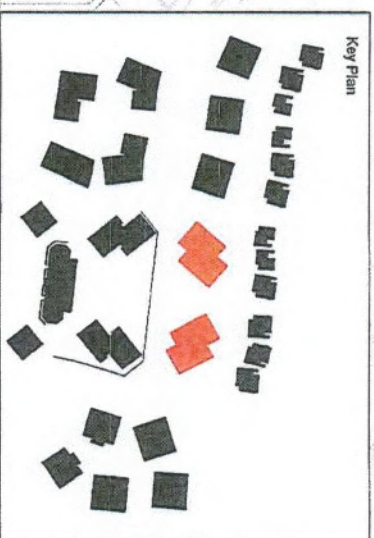


Stewart
Hugh Dudgeon
 PLAN 12

Proposed Lower Lane Pavilions
 First Floor Plan
 170824

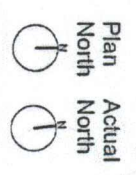
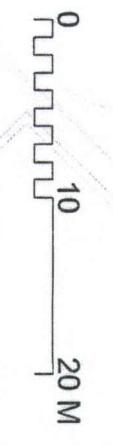
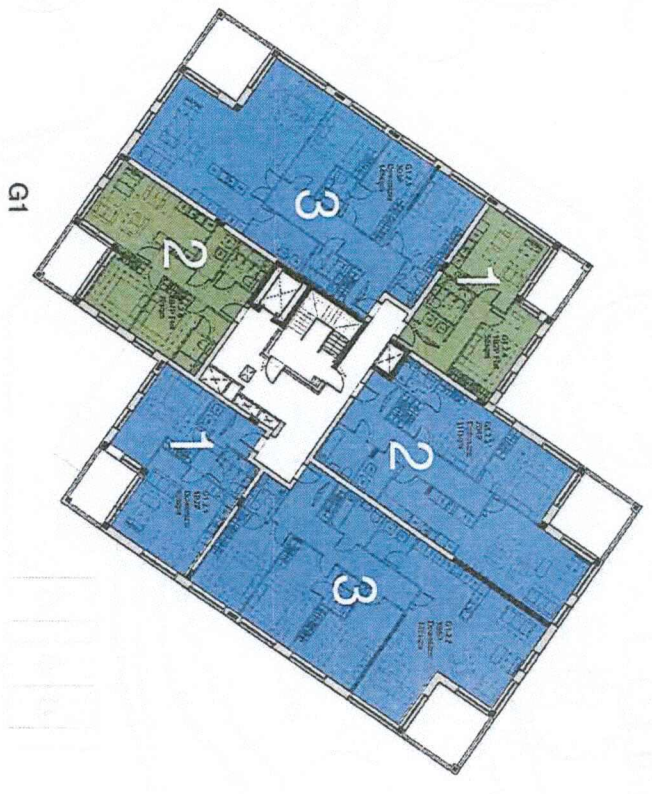


- Intermediate / Shared Ownership
- Rented
- Private

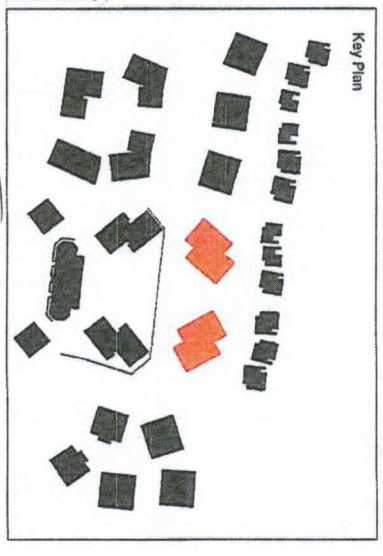
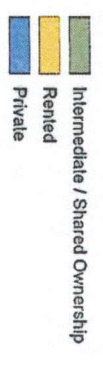


Stewart
Hugh Dudgeon
 PLAN 13

H7
H8
H9
H10
H11
H12

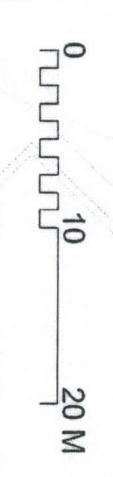
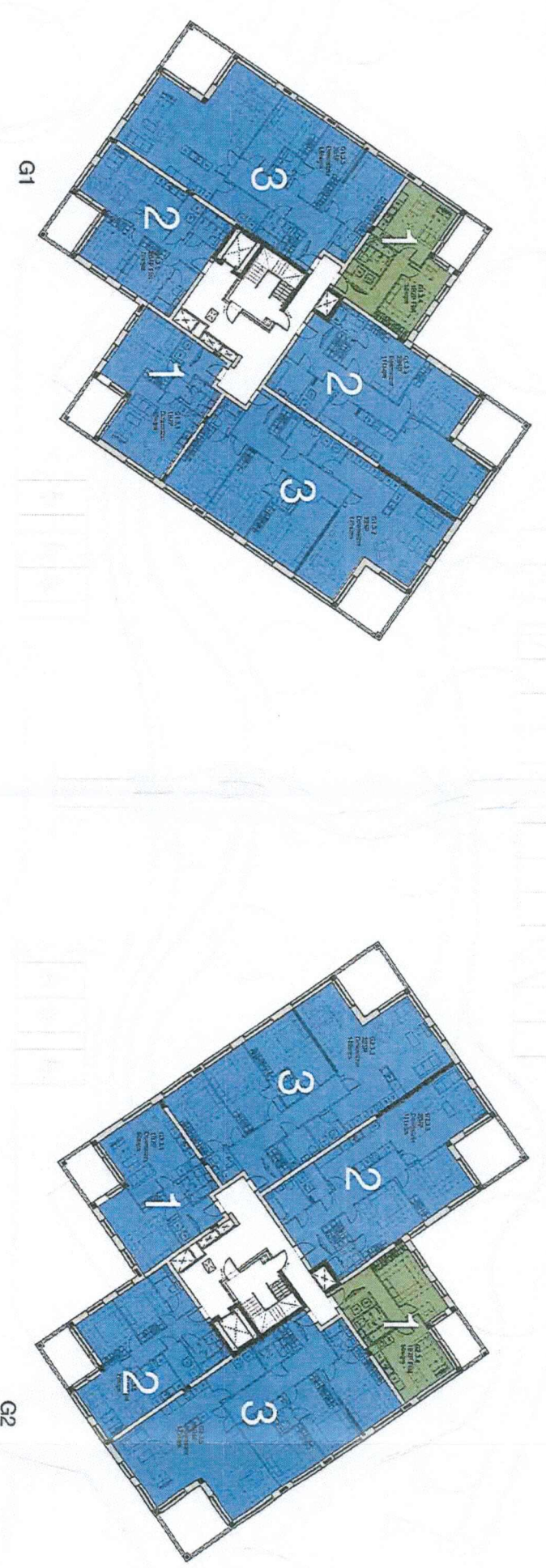


Proposed Lower Lane Pavillions
Second Floor Plan
170824

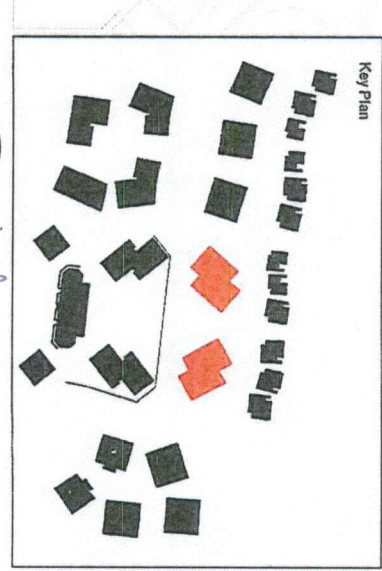
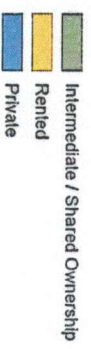


Handwritten: Stand
High Output
PLAN 14

H7
H8
H9
H10
H11
H12



Proposed Lower Lane Pavilions
Third Floor Plan
170824

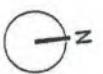
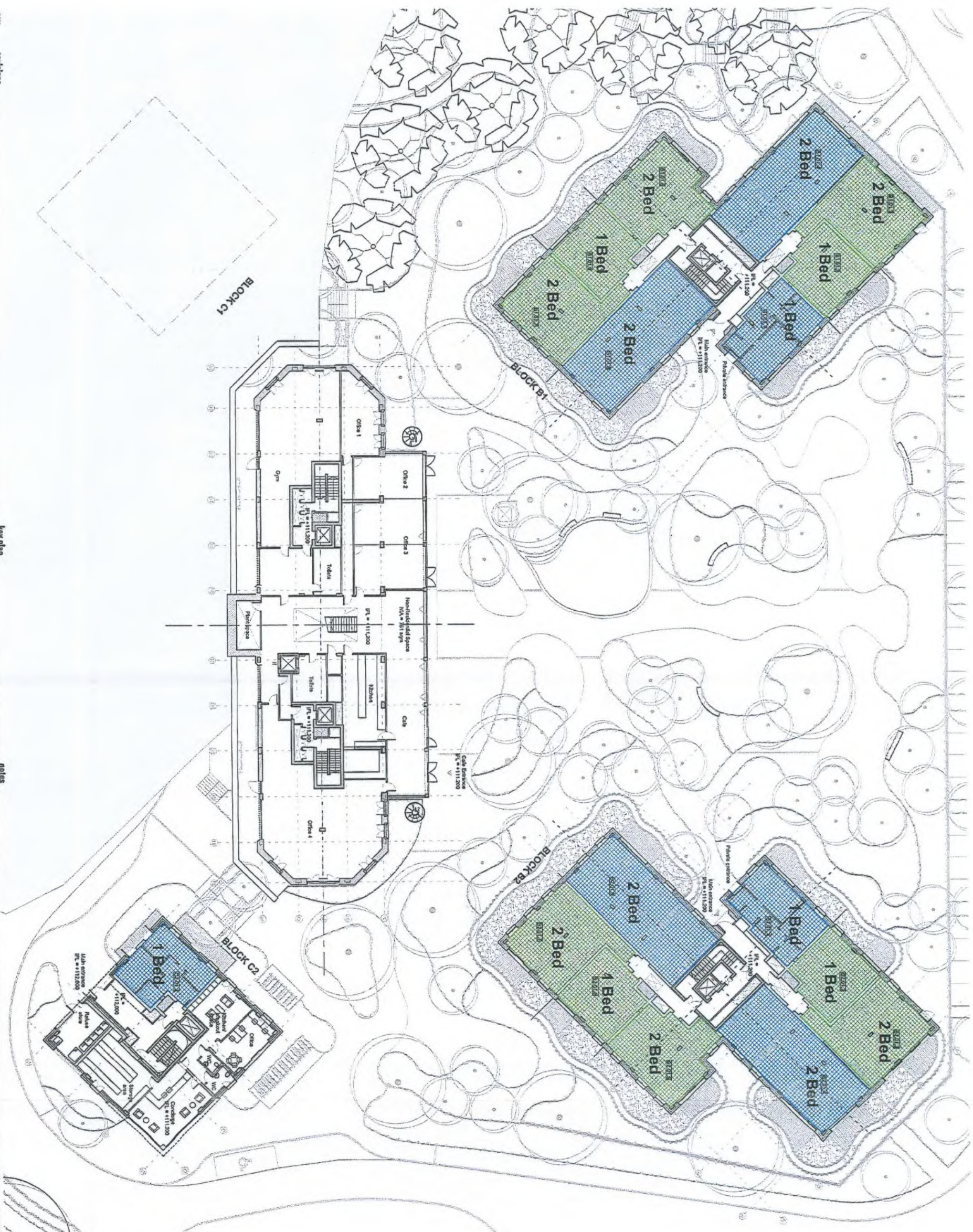


Stewart
Hugh Develop
PLANS

date rev revisions

key plan

notes



Block	GIA (sqm)	GEA (sqm)
A	850	935
B1	730	805
B2	730	805
C1	-	291
C2	-	330

Flat Number	Bed No.	MHA (sqm)
B1.01.1	1	50
B1.01.2	1	50
B1.01.3	2	74
B1.01.4	2	111
B1.01.5	2	70
B1.01.6	1	50
B1.01.7	2	74
B1.01.8	2	111
B2.01.1	1	60
B2.01.2	1	50
B2.01.3	2	74
B2.01.4	2	111
B2.01.5	2	70
B2.01.6	1	50
B2.01.7	1	74
B2.01.8	2	111
C2.01.1	1	50

Key
 ■ Intermediate / Shared Ownership
 ■ Residential
 ■ Private



DE METZ FORBES KNIGHT ARCHITECTS
 the old library 110 Ashbury garden london nwg1 1sa 1 020 7435 1144 1 020 7435 0984 mail info@dmfk.co.uk

project: NIMR Building, The Ridgeway, Mill Hill
 drawing title: Lower Ground Floor Plan
 client: Barratt
 scale at A1: 1:200
 scale at A3: 1:400
 project no.: 1623_DWG_PL_ABC_202
 drawing no.:
 revision:
 drawn: JUN 16
 checked: AM

David
Hugh Dwyer

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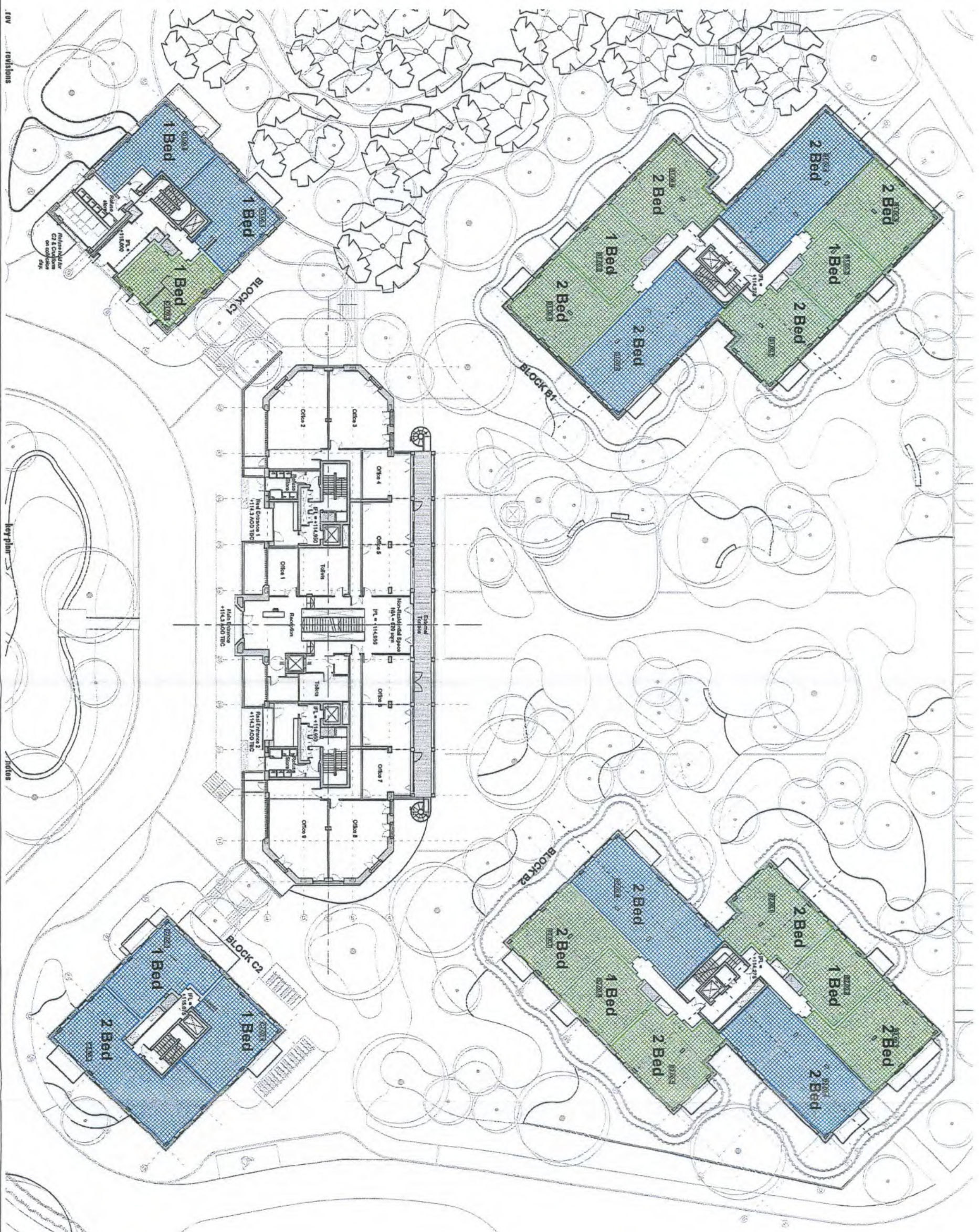
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*all landscape is indicative, please refer to landscape architects information for more detail

0 1 5 10

PLAN 16

date _____
 rev _____



Block	GJA (sqm)	GEA (sqm)
A	770	653
B1	730	808
B2	730	808
C1	291	330
C2	291	330

Flat Number	Bed No.	N/A (sqm)
B1.001.1	2	70
B1.002	1	50
B1.003	2	74
B1.004	2	111
B1.005	2	70
B1.006	1	50
B1.007	2	74
B1.008	2	111
B2.001.1	2	70
B2.002	1	50
B2.003	2	74
B2.004	2	111
B2.005	2	70
B2.006	1	50
B2.007	2	74
B2.008	2	111
C1.001.1	1	60
C1.002	1	60
C1.003	1	50
C2.001	1	64
C2.002	2	111
C2.003	1	60

PLAN 17

Key
 ■ Intermediate / Shared Ownership
 ■ Rental
 ■ Private

*all landscape is indicative, please refer to landscape architect's information for more detail

0 1 5 10

DMFK

DE MEZZ FORBES KNIGHT ARCHITECTS
 the old Brewery 118 dshley gardens london nw8 1sa t 020 7495 1144 f 020 7495 0884 mail info@dmfk.co.uk
 drawing title

**NIMR Building,
 The Ridgeway, Mill Hill**
 Ground Floor Plan

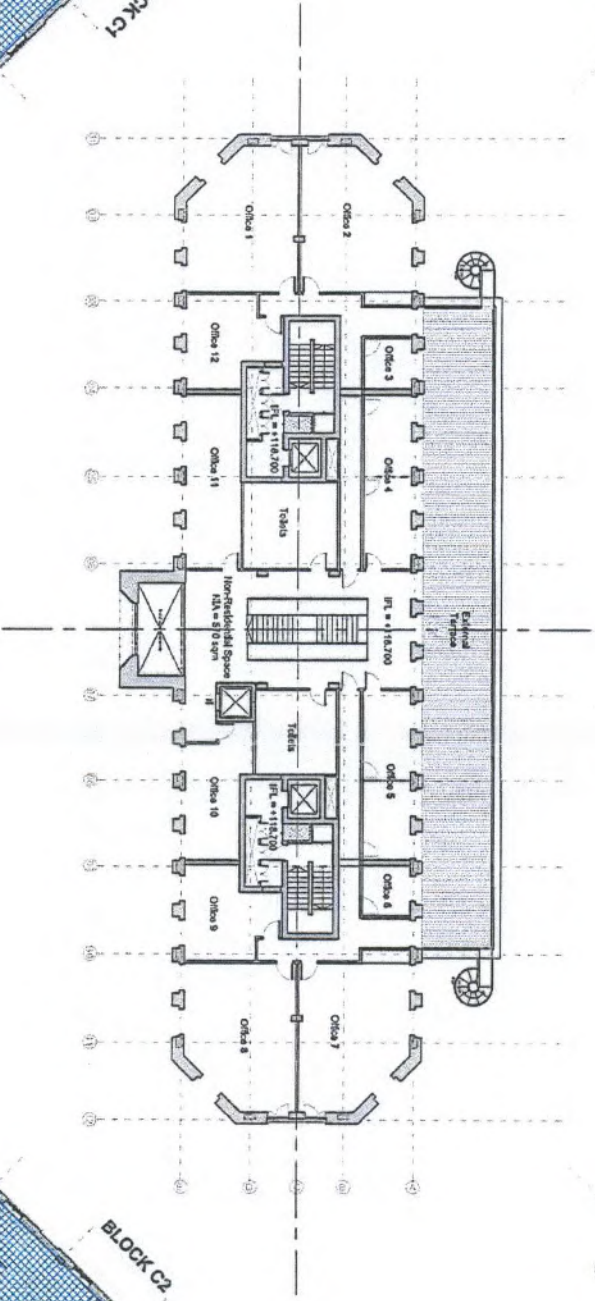
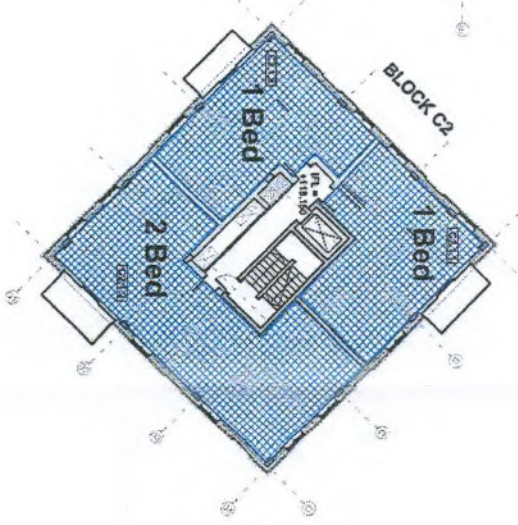
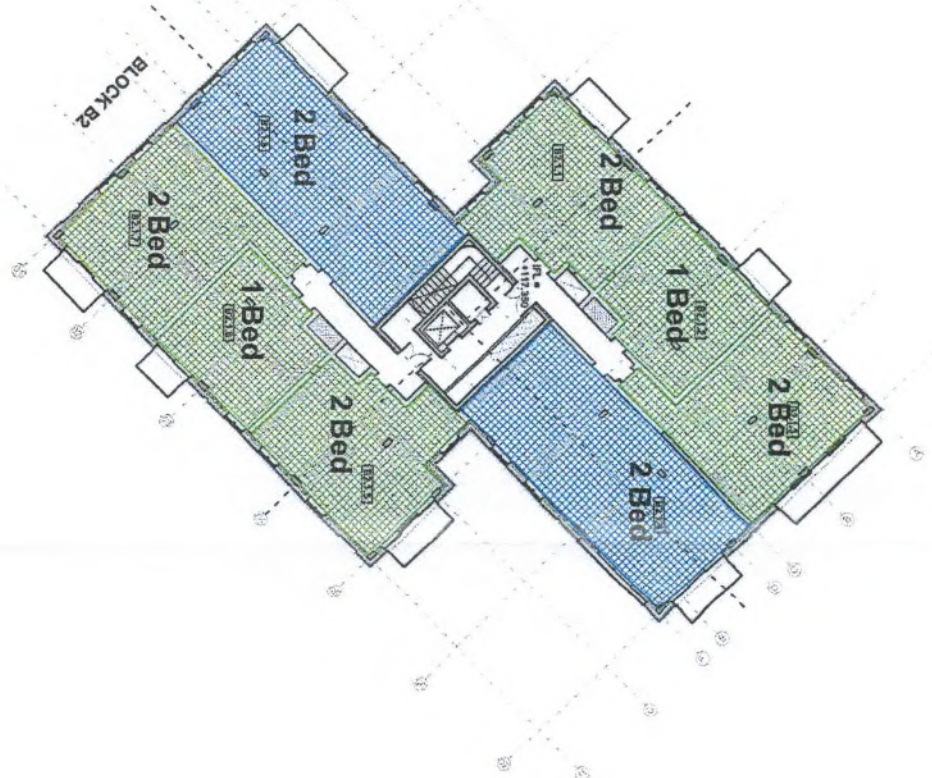
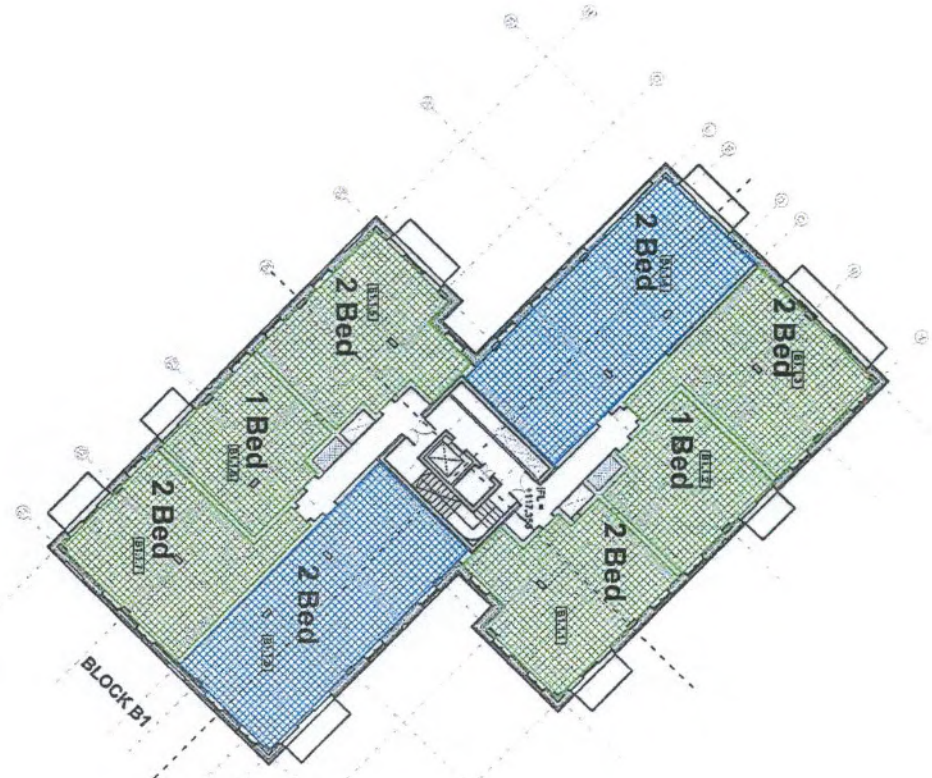
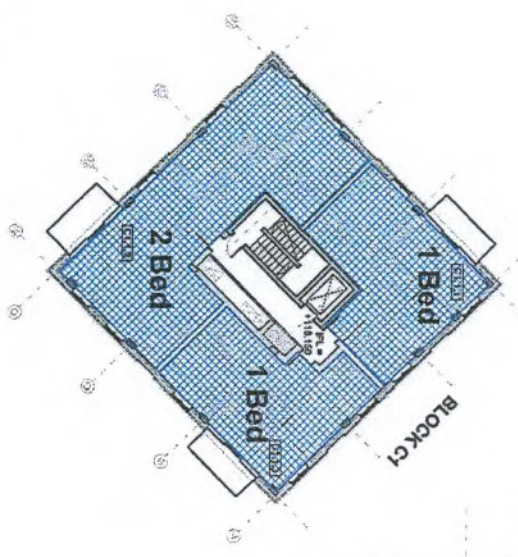
scale at A1
 scale at A3
 date
 1:200
 1:400
 AM
 JUN 18

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Samill
Heath Dunlop

1623_DWG_PL-ABC_203

date rev revisions



key plan

notes

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Block	GIA (sqm)	GEA (sqm)
A	658	771
B1	730	792
B2	730	792
C1	291	322
C2	291	322

FIA Number	Bed No.	MHA (sqm)
B1.1.1	2	70
B1.1.2	1	60
B1.1.3	2	74
B1.1.4	2	111
B1.1.5	2	70
B1.1.6	1	60
B1.1.7	2	74
B1.1.8	2	111
B2.1.1	2	70
B2.1.2	1	60
B2.1.3	2	74
B2.1.4	2	111
B2.1.5	2	70
B2.1.6	1	60
B2.1.7	2	74
B2.1.8	2	111
C1.1.1	1	64
C1.1.2	2	111
C1.1.2	1	60
C2.1.1	1	64
C2.1.2	2	111
C2.1.2	1	60

DE METZ FORBES KNIGHT ARCHITECTS
1623 DWG_PL_ABC_204

1:200 1:400 AM JUN 16
scale at A1 scale at A3 drawn

DMFK

PLAN 18

0 1 5 10

Key
 Intermediate/ Shared Ownership
 Rented
 Private

the old Bury 119 Ashbury garden london nwb 1sw 1 (020) 7435 1144 (020) 7435 0884 email kin@dmfk.co.uk

project NIMR Building, Ridgeway Cruciform Cluster First Floor Plan

client Barratt

1623 DWG_PL_ABC_204

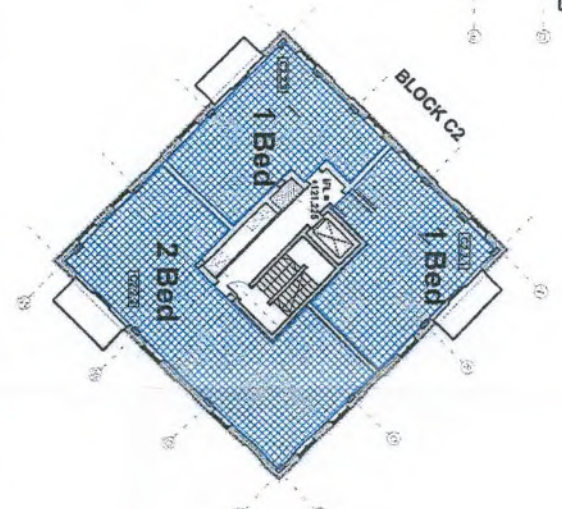
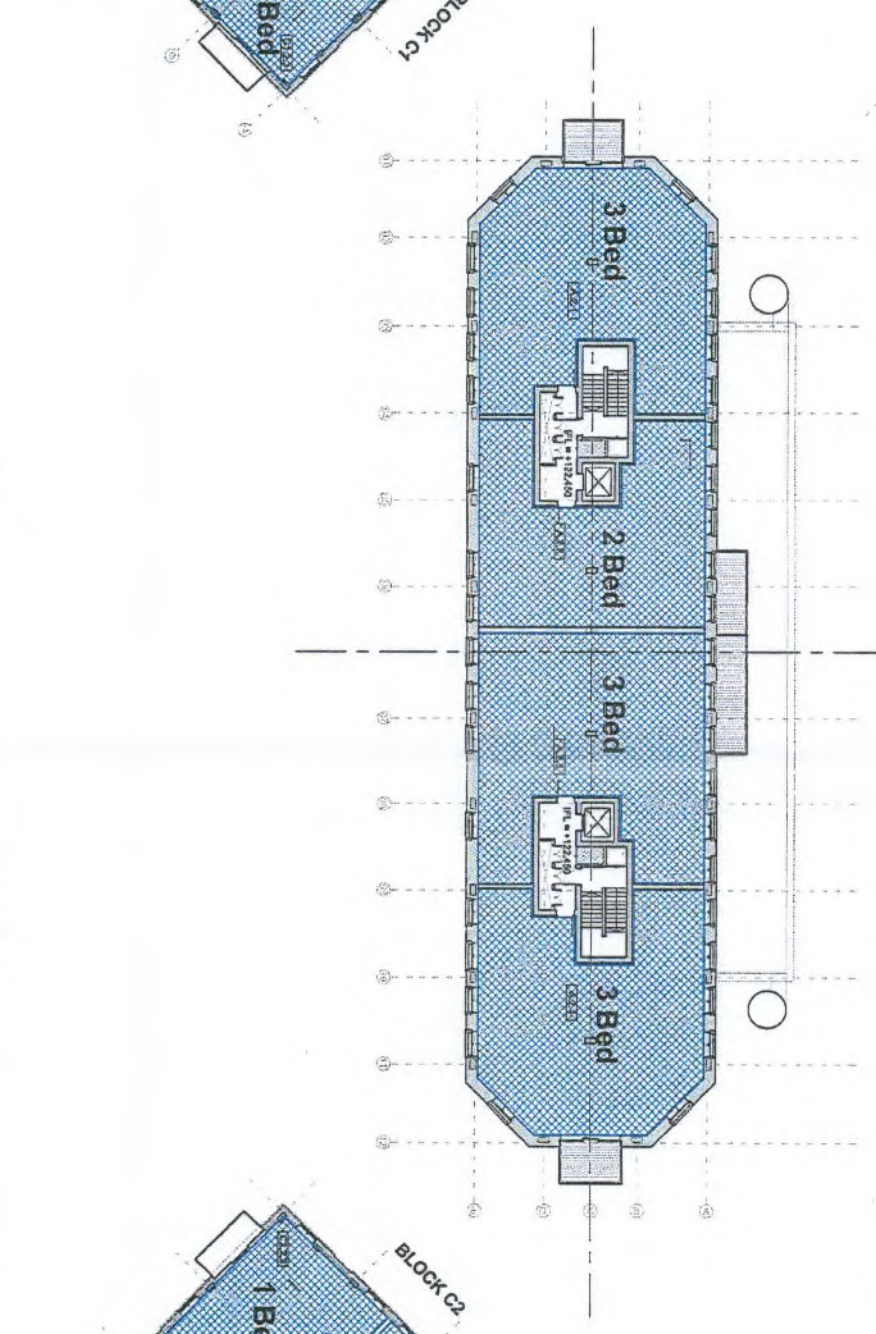
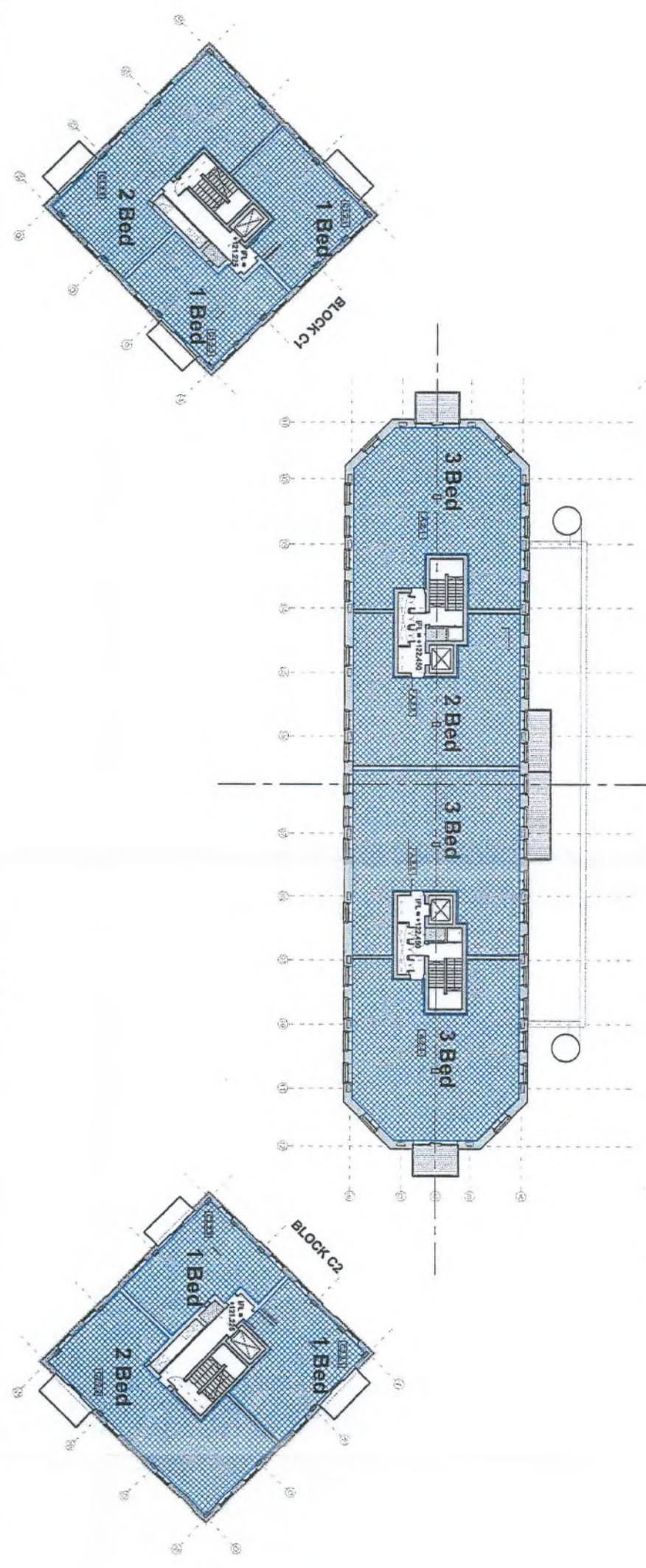
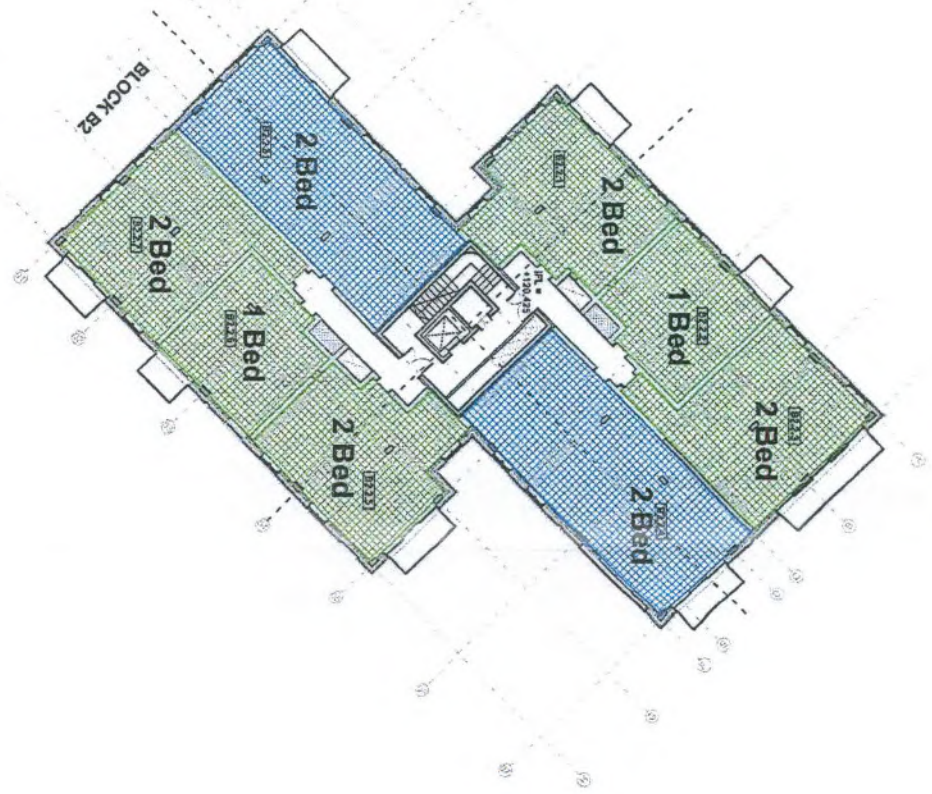
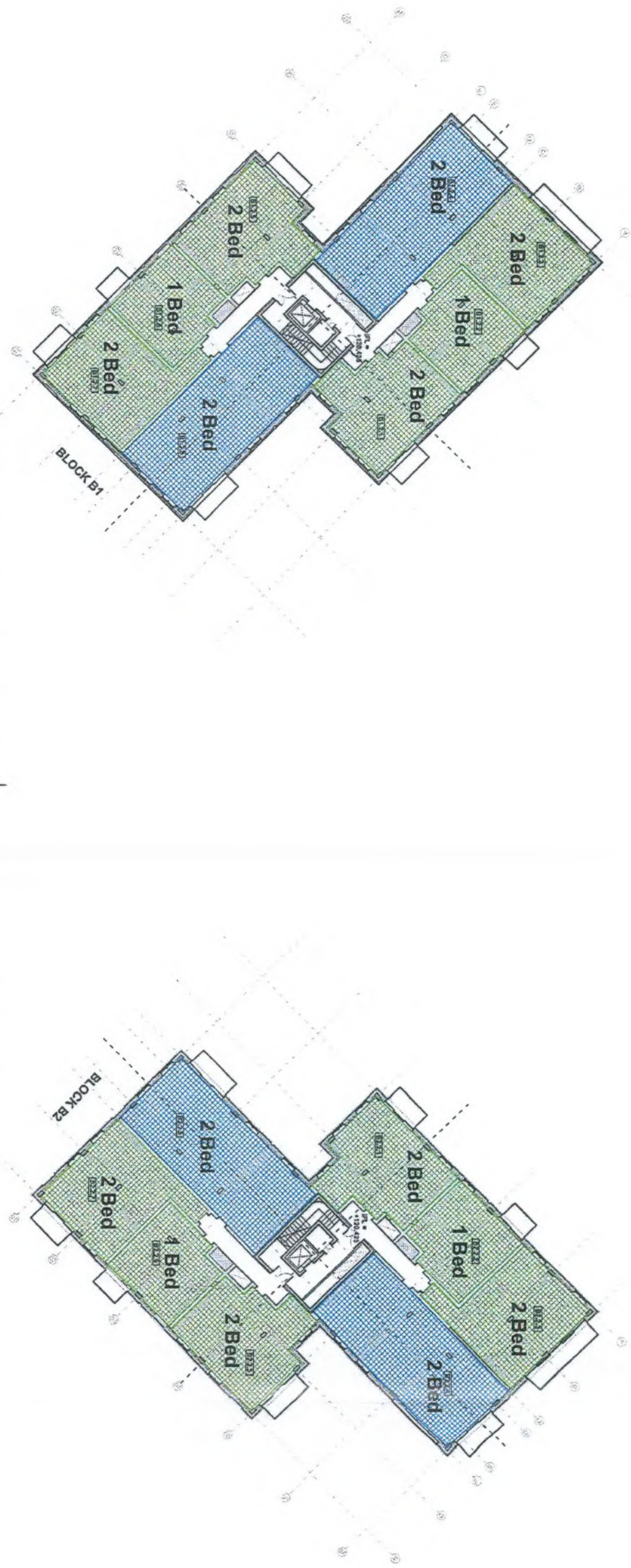
DMFK

DMFK Architects Ltd

DMFK Architects Ltd

Block	GA (sqm)	GEA (sqm)
A	688	751
B1	730	792
B2	730	792
C1	291	322
C2	291	322

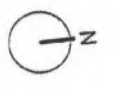
Fm Number	Bed No.	N/A (sqm)
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A.2.2	2	123
A.2.3	3	155
A.2.4	3	149
B1.2.1	2	70
B1.2.2	2	50
B1.2.3	2	74
B1.2.4	2	111
B1.2.5	2	70
B1.2.6	1	50
B1.2.7	2	74
B1.2.8	2	111
B2.2.1	2	70
B2.2.2	1	50
B2.2.3	2	74
B2.2.4	2	111
B2.2.5	2	70
B2.2.6	1	50
B2.2.7	2	74
B2.2.8	2	111
C1.2.1	1	64
C1.2.2	2	111
C2.2.1	1	60
C2.2.2	1	64
C2.2.3	2	111
C2.2.4	1	60



date rev revisions

key plan

notes



DMFK

DE METZ FORBES KNIGHT ARCHITECTS

1623_DWG_PL_ABC_205

PLAN 19

0 1 5 10

Key

- Intermediate / Shared Ownership
- Rented
- Private

the old Brewery 119 chimney garden london nwe 1ea 1 020 7435 1144 f 020 7435 0884 mail info@dmfk.co.uk

client Barratt

project NIMR Building, The Ridgeway, Mill Hill

drawing title Ridgeway Cruciform Cluster Second Floor Plan

scale at A1 1:200

scale at A3 1:400

project no. 1623_DWG_PL_ABC_205

drawing no. 111

drawn AM

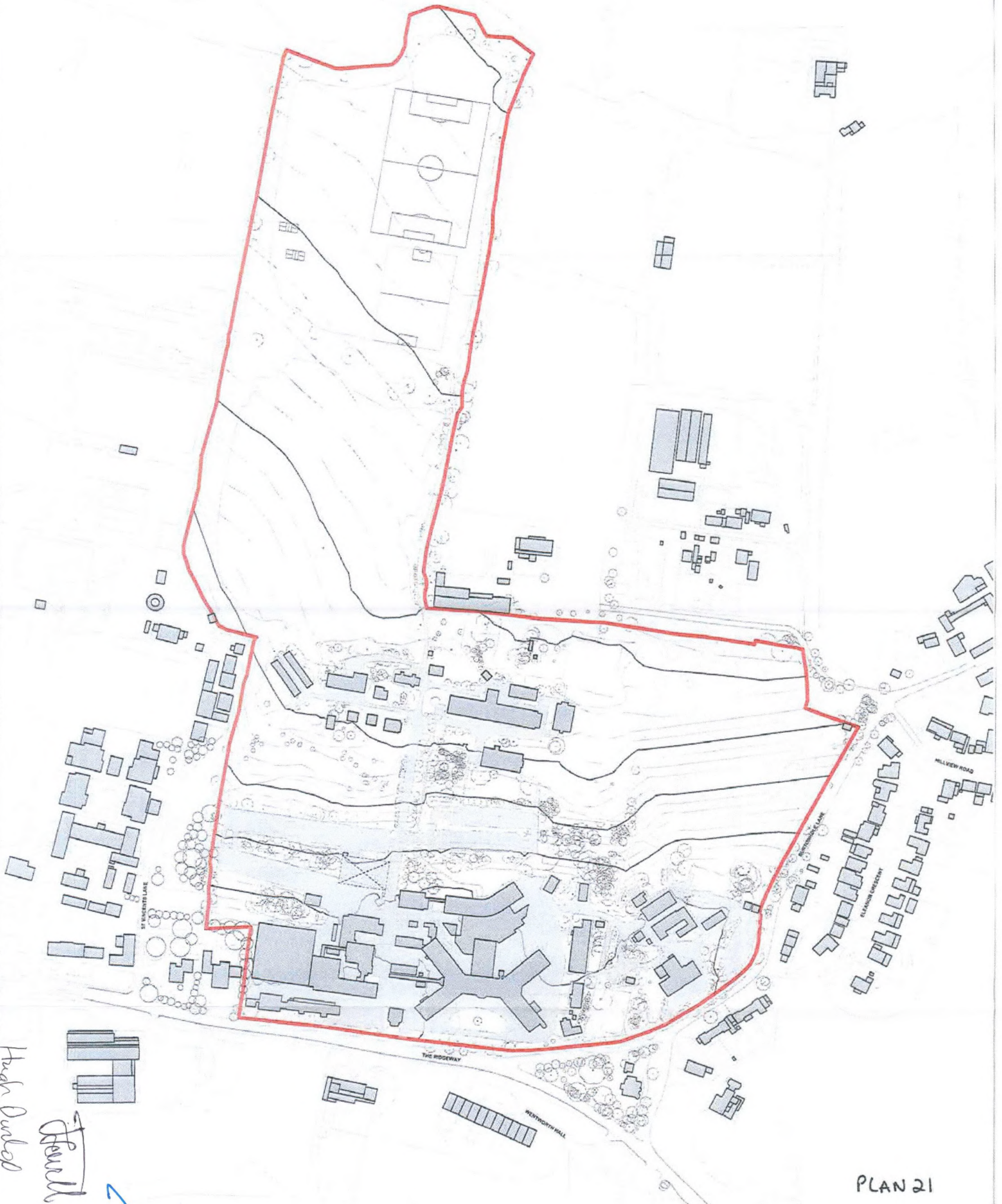
revision 2

date JUN 16

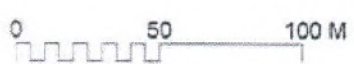
Handwritten signature: Hugh Dudgeon

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High Dangle
Stewart

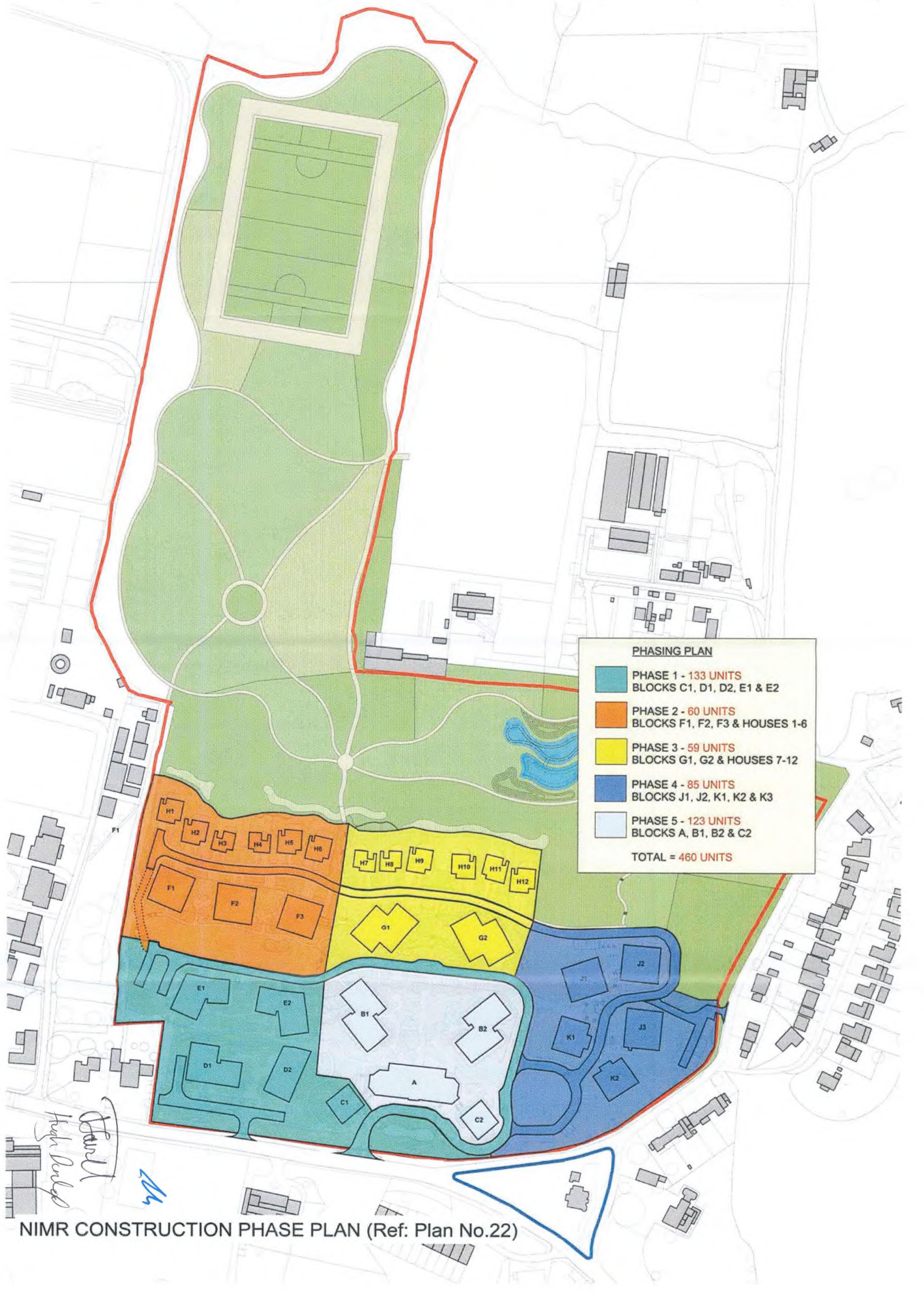


NIMR MILL HILL
 Land Plan
 1:1250 @ A1

KEY:
 Site Boundary —

PLAN 21

Hawkins\Brown
 159 St John Street
 London
 EC1V 4QJ
 020 7336 8030t
 mail@hawkinsbrown.com
 www.hawkinsbrown.com



PHASING PLAN

- PHASE 1 - 133 UNITS**
BLOCKS C1, D1, D2, E1 & E2
- PHASE 2 - 60 UNITS**
BLOCKS F1, F2, F3 & HOUSES 1-6
- PHASE 3 - 59 UNITS**
BLOCKS G1, G2 & HOUSES 7-12
- PHASE 4 - 85 UNITS**
BLOCKS J1, J2, K1, K2 & K3
- PHASE 5 - 123 UNITS**
BLOCKS A, B1, B2 & C2

TOTAL = 460 UNITS

Handy
High Level

NIMR CONSTRUCTION PHASE PLAN (Ref: Plan No.22)