

THIS DEED OF UNILATERAL UNDERTAKING is given on

this day of 2023

BY

JOHN WILLIAM NOBLE and LORNA JANE NOBLE of 52 Harris Lane, Shenley, Hertfordshire WD7 9EG (“the Owner”)

AND

GRIGGS (OPTIONS) LIMITED of (Company Registration Number: 12073276) whose registered office is situate at First Floor, Spitalfields House, Stirling Way, Borehamwood WD6 2FX (“the Developer”);

TO

HERTSMERE BOROUGH COUNCIL of Civic Offices, Elstree Way, Borehamwood, WD6 1WA (“the Council”)

WHEREAS:

- (1) The Council is the local planning authority for the purposes of the 1990 Act (as amended) for the area within which the Site is situate and as such is the local planning authority entitled to enforce the planning obligations hereinafter recited.
- (2) The Owner is the freehold owner of the Site registered at HM Land Registry against Title number HD219969 subject to an option agreement dated 1 June 2022 in favour of the Developer
- (3) The Griggs (Hanstead) Limited, a sister company of the Developer is the owner of the First BNG Receptor Site registered at HM Land Registry against Title number HD585254 and subject to an application to transfer the First BNG Receptor Site to Griggs (Freeholds) Limited (a

sister company of the Developer) and on completion the First BNG Receptor Site will be given a new title number

- (4) The Planning Application was submitted by the Developer and was refused by the Council on 28 October 2022
- (5) The Council refused the Planning Application and the Developer has submitted the Appeal against that refusal
- (6) This Deed is also entered into to make provision for regulating the Development more generally and securing the matters hereinafter referred to which are required in order to enable the Development to proceed and the parties have accordingly agreed to enter into this Deed.
- (7) The Owner agrees with the Council that the obligations imposed in this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development are fairly and reasonably related in scale and kind to the Development and satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010.

NOW THIS DEED WITNESSES AS FOLLOWS

OPERATIVE PART

1 DEFINITIONS

- 1.1 In this Deed the following expressions shall have the following meanings:-

“the 1990 Act” means the Town and Country Planning Act 1990 (as amended);

“Additional First Homes Contribution” means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraph 6.8, 6.9 or 8 of Part 2 of Schedule 1, the lower of the following two amounts:

- (a) 30% of the sale proceeds; and
- (b) The sale proceeds less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation. For this purpose, the “amount due and outstanding to any Mortgagee” shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage, but for the avoidance of doubt shall not include any other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

“Affordable Housing” means housing to be made available to persons regarded by the Council as in Housing Need whose incomes are insufficient to enable them to rent or buy housing available locally on the open market

“Affordable Housing Units” means that part of the Development comprising at least 40% of the Dwellings for use as Affordable Housing consisting of a mix of 75% Affordable Rented Units and 25% First Homes delivered in accordance with the Affordable Housing Scheme

“Affordable Housing Scheme” means a scheme for the provision of the Affordable Housing Units to be agreed with the

Council which shall set out the location (and approach to clustering of Affordable Housing Units to ensure a mixed and balance development, tenure mix and unit sizes of the Affordable Housing Units and which shall include any amendments thereto as agreed in writing with the Council

“Affordable Rented Housing” affordable rented housing delivered pursuant to the Affordable Housing Scheme let to households who are eligible for social rented housing the rent of which is subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) and the rent shall not exceed the Council’s local housing allowance;

“Ambulance Service Contribution” means a sum payable to the Council towards [] by the Owner calculated in accordance with the Ambulance Service Contribution Formula

“Ambulance Service Contribution Formula” means:

$$A \times \text{£}307.81 = \text{SUM}$$

Where:

A = number of Dwellings pursuant to the Reserved Matters Approval

x = multiplied by

“Appeal” means an appeal to the Secretary of State and which is determined by the Secretary of State or his appointed Inspector in relation to the Council’s refusal of the Planning Application given appeal reference number APP/N1920/W/22/3311193

“Armed Services Member” means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

“Biodiversity Contribution” means the sum of £60,390.00 (Sixty Thousand Third Hundred and Ninety Pounds) towards off-site provision of the Biodiversity Enhancements

"Biodiversity Enhancements" means measures to improve and enhance biodiversity to compensate for the natural habitats lost on the Site as a result of the Development and for the avoidance of doubt means a biodiversity net gain of not less than 10% via the provision of both on and off site Biodiversity Enhancements.

“Biodiversity Management Plan” a management plan setting out the management and maintenance details for the First BNG Receptor Site or the BNG Receptor Site

“Biodiversity Metric” means Biodiversity Metric 3.1 published by Natural England April 2022

“BNG Receptor Site” means a site identified in accordance with the Cascade which is required to Secure not less than 5.88 habitat units and hedgerow units of Biodiversity Enhancements in accordance with the Biodiversity Metric

"Carbon Offset Payment" means a sum payable to the Council by the Owner calculated in accordance with Schedule 4 and used by the Council as herein provided;

"Cascade" means: the approach to the Securing of a BNG Receptor Site as set out at Paragraph 2 of Schedule 3 of this Agreement

"Chargee" a mortgagee or chargee of a Registered Provider (or any receiver including an administrative receiver or administrator 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 (each a "Receiver")) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver

"CIL Regulations" means the Community Infrastructure Levy Regulations 2010 (as amended)

"Commencement Date" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and the expressions **"Commence"** and **"Commencement"** shall be construed accordingly;

"Compliance Certificate" means the certificate issued by the Council confirming that a Dwelling is being Disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and

unless paragraph 6.2 of Part 2 of Schedule 1 applies the Eligibility Criteria (Local)

“Contributions” means the Biodiversity Contribution and the NHS Contribution and the Ambulance Service Contribution

“Development” means construction of up to 37 dwellings with associated landscaping and open space to include access from Harris Lane (outline application with appearance, landscaping, layout and scale reserved) pursuant to the Planning Permission

“Development Standard” means a standard to fully comply with the following:-

(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015

(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time

(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited

and the same may be amended by written agreement of the Council

“Discount Market Price” means a sum which is the Market Value discounted by at least 30%

“Disposal” means in respect of Part 2 of Schedule 1 only a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than:

(a) a letting or sub-letting in accordance with paragraph 7 of Part 2 of Schedule 1

(b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is

made available for occupation except where the transfer is to a First Homes Owner

(c) an Exempt Disposal

and “Disposed” and “Disposing” shall be construed accordingly

“Dwelling” any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission and Dwellings shall be construed accordingly

“Eligibility Criteria (National)” means criteria which are met in respect of a purchase of a First Home if:

- (a) the purchaser is a First Time Buyer (and in the case of a joint purchase each joint purchaser is a First Time Buyer); and
- (b) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).

“Eligibility Criteria (Local)” means criteria (if any) published by the Council at the date of the relevant Disposal of a First Home which are met in respect of a First Home if:

- (a) A purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and
- (b) Any or all of the criteria (i) (ii) and (iii) below are met:
 - (i) The purchaser meets the Local Connection Criteria (or in the case of a joint purchaser at least one of the joint purchasers meets the Local Connection Criteria); and/or
 - (ii) The purchaser is (or in the case of a joint purchaser at least one of the joint purchasers is) an Armed Services Member and/or

- (iii) The purchaser is (or in the case of a joint purchaser at least one of the joint purchasers is) a Key Worker

It being acknowledge that at the date of this Undertaking the Council has not prescribed any Eligibility Criteria (Local) in respect of the Disposal of a First Home

“Exempt Disposal” means the Disposal of a First Home in one of the following circumstances:

- (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner
- (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner
- (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order
- (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 of Part 2 of Schedule 1 shall apply to such sale)

Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 7 of Part 2 Schedule 1

“First BNG Receptor Site” means the site at land to the south of Hanstead House, Bricket Wood shown on Plan 2 for the provision of the Biodiversity Enhancements in accordance with the Biodiversity Metric

“First Home(s)” means a Dwelling which may be Disposed of as a freehold or (in the case of flats only) as a leasehold property to

a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap

“First Homes Owner” means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than:

- (a) the Developer
- (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home
- (c) a tenant or sub-tenant of a permitted letting under paragraph 7 of Part 2 Schedule 1

“First Time Buyer” means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

“Head of Planning and Economic Development” means the head of the planning service or any officer of the Council who may hereafter be appointed to succeed to that function

“Housing Need” means the requirement by a person or household eligible for social housing because person or household is homeless or the dwelling the person or household occupies is overcrowded or under-occupied or the person or household cannot afford to rent and/or buy property on the open market or for whatever reason the Council deems it unreasonable for the person or household to continue to live in the dwelling;

“ICB” means the NHS Hertfordshire and West Essex Integrated Care Board of Charter House, Parkway, Welwyn Garden City, Hertfordshire AL8 6JL

“Income Cap (Local)” means a combined income of up to £80,000 (in the tax year) immediately preceding the purchase of the First Home) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home

“Income Cap (National)” means eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home

“Inspector” an inspector appointed by the Secretary of State to determine the Appeal

“Key Worker” means a person employed or with a confirmed job offer in such categories or employment as may be designated and published by the Council from time to time as the “First Home Key Worker Criteria” and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal it being acknowledged that at the date of this Deed the Council has not designated any categories of employment as Key Worker

“Local Connection Criteria” means such local connection criteria as may be designated and published by the Council from time to time as its “First Homes Local Connection Criteria” and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the “Local Connection Criteria”. which shall apply to that Disposal it being acknowledged

that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria

“Market Housing Unit” means that part of the Development which is general market housing for sale on the open market and which is not Affordable Rented Housing or Self-Build and Custom Housebuilding or a First Home ;

“Market Value” means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the First Homes Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation

“Monitoring Fee” means the sum of £2,350 (two thousand three hundred and fifty pounds) towards the Council’s reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this Deed

“Mortgagee” means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home

“NHS Contribution” means a sum payable to the Council by the Owner for the benefit of the ICB towards the expansion and reconfiguration of Red House Surgery in Shenley and/or the digitisation of patient records at Red House Surgery in Shenley. calculated in accordance with the NHS Contribution Formula and used by the Council as herein provided;

“NHS Contribution Formula” means:

$$\mathbf{A \times \pounds 1,291 = SUM}$$

Where:

A = number of Dwellings pursuant to the Reserved Matters Approval

x = multiplied by

“Occupy” “Occupation” and “Occupied” means occupation for the purposes of the Planning Permission but not including occupation by personnel engaged in the construction fitting out or decoration of the Development or occupation for marketing or display or occupation in relation to security operations at the Development;

“Plan 1” means the plan marked with title “Location Plan” and bearing reference “1908-PL1000” annexed to this Deed;

“Plan 2” means the plan marked with title “Off-Site Biodiversity Net Gain – Ecological Management Plan”

“Planning Application” means the application for outline planning permission bearing the Council’s reference number 22/0971/OUT;

“Planning Permission” means the permission to be granted pursuant to the Appeal and shall include any planning permission which modifies or varies the Planning Permission grant pursuant to section 73 of the 1990 Act unless the Council determines that

a new agreement pursuant to section 106 of the 1990 Act is required;

“Practical Completion” means issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect or such other appropriately qualified contract administrator appointed by that party for the purpose of certifying Practical Completion or in either case by the NHBC (or other approved inspector) or the Council’s Building Control Department;

“Price Cap” means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

“Protected Tenant” means any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; or

“Qualifying Self Build and Custom Housebuilding Developer” means an individual or association of individuals (including bodies corporate that exercise functions on behalf of associations of

individuals who satisfy all of the following criteria) where the individual(s) are:

- a. Aged 18 or older
- b. A British citizen, or notional of an EEA State or a national of Switzerland
- c. Seeking (either alone or with others) to acquire a serviced plot of land in the Council's area to commission or build a house to occupy as that individual's sole or main residence

“Registered Provider” a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto

“Regulated Energy” means regulated energy consumed by or emissions from controlled, fixed building services and fittings, including heating, cooling, hot water, ventilation, fans, pumps and lighting”

“Reserved Matter(s)” means an application for reserved matters submitted pursuant to the Planning Permission

“Reserved Matters Approval” means the approval of reserved matters reserved under the Planning Permission approved by the Council

“RPI” means the Retail Price Index All Items Index published by the Office for National Statistics or any such alternative index of comparable measure of price inflation as shall replace such index or as the Council acting reasonably shall require;

“SDLT” means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

"Secure" means entering into a legally binding agreement for 30 years which creates conditions for biodiversity net gain or habitat loss offset required as identified in planning documents and Securing, Secured and Secures shall be construed accordingly;

"Secretary of State" means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function

"Self-Build and Custom Housebuilding" means a Dwelling which meets the definition in the Self Build and Custom Housebuilding Act 2015 (as amended) and constructed on a Self-Build and Housebuilding Plot.

"Self-Build and Custom Housebuilding Plots" means those parts of the Site identified in the Self-Build and Custom Housebuilding Scheme to enable the construction of at least 8% of the Dwellings as Self-Build and Custom Housebuilding and Self-Build Custom Housebuilding Plot" shall be construed accordingly.

"Self-Build and Custom Housebuilding Scheme" means a scheme to be prepared by the Owner for the provision of Self-Build and Custom Housebuilding on the Self-Build and Custom plots to include:

- (i) The indicative location of the Individual Self-Build and Custom Housebuilding Plots
- (ii) Details of the servicing arrangements for the Self-Build and Custom Housebuilding and how they shall be provided in a Serviced Condition;
- (iii) Details of how the Self-Build and Custom Housebuilding Plot shall be marketed and which FOR THE AVOIDANCE

OF DOUBT shall include the length of that marketing period which may commence at any time following the grant of the Planning Permission and provisions which allow the Self-Build and Custom Housebuilding Plot to be sold as a Market Housing Unit in the event that the Self-Build and Custom Housebuilding Plot is not disposed of within 24 months of marketing (or such other marketing period as may be agreed between the Owner and the Council).

And which shall include such amendments to the Self-Build and Custom Housebuilding Scheme as approved by the Council from time to time

“Serviced Condition” means in relation to the land to be used for Self-Build and Custom Housebuilding the remediation of the land to a standard fit for its end use and the provision of roads, sewers, gas, electricity and telecommunications to the boundary of the Self-Build and Custom Housebuilding Plot

“Site” means the part of freehold property known as 52 Harris Lane, Shenley, Hertfordshire WD7 9EG registered at the Land Registry under title number HD219969 which land is shown for identification purposes only edged red on the Plan 1

“SPONS Index” means the index linked by reference to the price adjustment formula for construction contracts in the monthly bulletin of indices published by His Majesty’s Stationary Office as collaged into a single index known as the SPONS Construction Civil Engineering Cost Index;”

“Valuer” means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

“Working Day” means any day other than a Saturday or a Sunday or a Public Holiday;

1.2 In this Deed:-

1.2.1 clause headings do not affect its interpretation;

1.2.2 words of the masculine gender shall incorporate the feminine and neuter genders and words of the singular shall include the plural and vice versa;

1.2.3 reference to any statute or section of a statute includes any modification extension or re-enactment of that Act for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given under that Act or deriving validity from it;

1.2.4 any reference to a clause, a paragraph or a schedule is unless the context otherwise requires a reference to a clause, a paragraph or a schedule of this Deed and any reference to a sub clause is a reference to a sub clause of the clause in which the reference appears;

1.2.5 references to the Site include any part of it;

1.2.6 where two or more people form a party to this Deed the obligations they undertake may be enforced against them all jointly or against each of them individually;

1.2.7 references to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective functions;

1.2.8 any undertaking by the Owner not to do any act or thing includes an undertaking not to permit or allow the doing of that act or thing and words denoting an obligation on the Owner to do any act matter or thing include an obligation to procure that it be done.

2 EFFECT OF THIS DEED

- 2.1. This Deed is entered into pursuant to Section 106 of the 1990 Act. To the extent that they fall within the terms of Section 106 of the 1990 Act the obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council.
- 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 pursuant to the powers contained in Section 111 Local Government Act 1972, Section 1 Localism Act 2011 and all other enabling powers.
- 2.3 Subject to Clause 6.10 and Clause 9 the Owner gives the obligations for themselves and their successors in title to the Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof

- 2.4 The obligations in this Deed are conditional upon and will not take effect until the grant of the Planning Permission save for clauses 2.4, 2.5, 3.1(ii), 8, 9 and 10 will take effect upon completion of this Deed.
- 2.5 If the Secretary of State or his Inspector for the purposes of the determination of the Appeal shall in his decision letter for the Appeal clearly and expressly indicate that one or more of the planning obligations secured by this Deed are incompatible with any one or more of the criteria for planning obligations set out at Regulation 122(2) of the CIL Regulations, and/or that any such obligation is not a material planning consideration in respect of the determination of the Appeal and/or that he attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation so expressly specified in the decision letter shall, from the date of the decision letter cease to have effect and the Owner shall be under no obligation to comply with it (but this shall not affect the validity or enforceability of the other obligations under this Deed) and for the avoidance of doubt where the Secretary of State or his Inspector is silent upon any obligations then the obligations shall apply and be enforceable by the Council in accordance with the terms of this Deed.

3 OWNER AND DEVELOPER'S UNDERTAKINGS

- 3.1 Subject to clause 2.5 above, the Owner undertakes to the Council so as to bind the Site and each and every part thereof:-
- (i) to observe and perform the covenants restrictions stipulations and obligations contained in Schedules 1 to 5 inclusive hereto;
 - (ii) to give the Council no less than five (5) Working Days' notice of the Commencement Date such notice to be given prior to the Commencement Date in writing using the proforma set out in Schedule 7 hereto;

- (iii) to give the Council no less than five (5) Working Days' notice of the completion of the Development such notice to be in writing using the proforma set out in Schedule 7 hereto;
- (iv) to give the Council no less than five (5) Working Days' notice of the first Occupation of the Development such notice to be in writing using the proforma set out in Schedule 7 hereto;

3.2 The Owner further undertakes that:-

- (i) it is the freehold owner of the Site;
- (ii) the Site is free from all encumbrances material to this Deed;
- (iii) no other party has an interest in the Site save as provided for in the recitals to this Deed.

3.3 The Developer undertakes that upon completion of this Deed to pay to the Council its reasonable legal costs in connection with the preparation negotiation and completion of this Deed.

3.4 The Owner undertakes to the Council to pay the Monitoring Fee to the Council prior to Commencement and not to Commence Development unless and until it has paid the Monitoring Fee to the Council.

4 INDEXATION

4.1 The Contributions shall each be index-linked from any increase in the RPI figure from 17 November 2022 (save the Carbon Offset Payment that shall be index-linked to the SPONS Index from September 2022) to the finalised figure applicable to the quarter in which the relevant Contribution (or the Carbon Offset Payment as relevant) is paid to the Council by application of the following formula

$A = B \times (C/D)$ where:-

A is the total amount to be paid;

B is the principal sum stated in this Deed;

C is the RPI figure for the date upon which the Contribution (as relevant) is paid to the Council (except for in the case of the Carbon Offset Payment where C shall be the SPONS Index figure for the date on which the Contribution is paid to the Council); and

D is the RPI figure for the 17 November 2022 (except in the case of the Carbon Offset Payment where D shall be the SPONS Index figure for September 2022)

5 INTEREST

5.1 If any payment due under this Deed is not made by the due dates interest shall be added to such payment on a daily basis at 4 per cent per annum above the current Barclays Base Rate from the due date to the date of payment.

6 MISCELLANEOUS

6.1 This Deed shall be registered as a local land charge by the Council.

6.2 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a party hereto or a successor in title or a statutory successor to a party hereto.

6.3 Within five working days of the completion of transfer of any interest in the Site the Owner shall notify the Council giving details of the transferees name and address together with details of the part of the Site to which the interest applies.

6.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

<u>In respect of the Owner and Developer:</u>	<u>In respect of the Council:</u>
Name and address at head of Deed	Head of Planning and Economic Development Hertsmere Borough Council Civic Offices Elstree Way Borehamwood WD6 1WA (Ref: 22/0971/OUT)

6.5 Insofar as any clause or clauses of this Deed 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 Deed.

6.6 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or under any other Act or authority.

6.7 No waiver whether express or implied by the Council of any breach or default by the Owner in performing or observing any of the obligations contained herein shall constitute a continuing waiver and no such waiver

shall prevent the Council from enforcing the relevant obligations or from acting upon any subsequent breach or default.

6.8 This Deed shall cease to have any effect (insofar only as it has not been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or if the Commencement Date has not occurred in accordance with section 56 of the 1990 Act before the expiration of the period specified in the Planning Permission.

6.9 Without prejudice to the Council's statutory rights the Owner shall permit the Council and their authorised employees or agents upon reasonable notice (unless precluded from doing so by law or regulation) to enter the Site at all reasonable times for the purposes of inspecting compliance with this Deed

6.10 No obligations or liabilities arising under this Agreement shall be enforceable against:

(a) purchasers lessees or occupiers of individual Market Housing Units constructed pursuant to the Planning Permission or their mortgagees or purchasers of Self-Build and Custom Housebuilding Plots or their mortgagees;

(b) a statutory undertaker after the transfer of statutory apparatus and/or any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.

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

7 VALUE ADDED TAX

7.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any valued added tax properly payable.

8 JURISDICTION

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

9 RELEASE

9.1 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

10 DEVELOPER'S CONSENT AND ACKNOWLEDGMENT

10.1 The Developer hereby agrees and acknowledges that its interest in the Site is bound by the planning obligations contained in this Deed PROVIDED THAT the said consent agreement and acknowledgement is given on the condition that the Developer shall not be required to observe or perform the restrictions and obligations contained in this Deed (but for clause 3.3.) unless the Developer derives title from the freehold owner of the Site

SCHEDULE 1
AFFORDABLE HOUSING

Part 1

1. The Owner undertakes to the Council:
 - 1.1 To submit the Affordable Housing Scheme to the Council for approval as part of the relevant Reserved Matter application and not to Commence the Development until the Council has approved the Affordable Housing Scheme in writing;
 - 1.2 Following Commencement of Development to construct the Affordable Housing Units in accordance with the approved Affordable Housing Scheme.
 - 1.3 No more than 75% of Market Housing Units shall be Occupied until all of the Affordable Housing Units have been constructed in accordance with the approved Affordable Housing Scheme and made ready for residential occupation and written notification of such has been received by the Council; and
 - 1.4 No more than 75% of Market Housing Units shall be Occupied until the Owner shall have transferred the freehold interest or leasehold interest for a term of no less than 125 years on a full repairing and insuring

basis in each of the Affordable Rented Housing to the Council or a Registered Provider with the benefit of the following:

- 1.4.1 full and free rights of access both pedestrian and vehicular from the public highway to the Affordable Rented Housing
 - 1.4.2 full and free rights to the passage of water soil electricity gas and other services through the pipes drains channels wires cables and conduits which shall be in the adjoining and up to and abutting the boundary to the Affordable Rented Housing all such services to be connected to the mains
- 1.5 Any Affordable Rented Housing to be provided pursuant to the Affordable Housing Scheme shall be provided as Affordable Rented Housing and subject to the provisions of Deed shall not be Occupied other than as Affordable Rented Housing
- 1.6 The Owner shall procure that the Registered Provider shall grant to the Council 100% (one hundred per cent) of nomination rights for initial lettings and 100% (one hundred percent) of nomination rights for re-lettings (or as otherwise agreed in writing by the Council) of the Affordable Rented Housing available for Affordable Rent and to grant the Council 100% (one hundred percent) of the nominations rights in relation to the first sales of the Shared Ownership Units to suitable households in Housing Need and to procure that the Registered Provider shall enter into a nominations agreement with the Council in such form as the Council may reasonably require to comply with this sub-paragraph
- 1.8 From the date of Practical Completion of the Affordable Rented Housing they shall be used only as Affordable Housing save that it is hereby declared that the provisions of this Schedule shall:
- a) not bind a mortgagee or Chargee exercising its power of sale or any Receiver provided that the obligations in paragraph 1.9 of this Schedule shall first have been complied with and upon completion of such disposal the covenants and obligations in this Schedule 1 shall cease to apply

and determine in respect of the whole or the relevant part of the Affordable Rented Housing;

b) cease to apply to the whole or any part of the Affordable Rented Housing which are transferred or leased by any Chargee or Receiver referred to in subparagraph (a) above and shall not bind any persons or bodies deriving title from or through such Chargee or Receiver; and

c) not bind any Protected Tenant or any person deriving title through or under such Protected Tenant nor bind the mortgagee or chargee or Receiver of such Protected Tenant;

1.9 The Chargee or Receiver shall provide in seeking to dispose of any of the Affordable Rented Housing not less than 3 (three) months prior written notice to the Council of its intention to dispose and:

(a) the Council shall be at liberty during the said period of 3 (three) months to seek to identify another Registered Provider to complete a transfer of the Affordable Rented Housing for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies interest costs, charges and expenses; and

(b) in the event that such transfer to another Registered Provider has not completed within the said period of 3 (three) months then the Chargee or Receiver shall be entitled to dispose of the relevant Affordable Rented Housing free of the restrictions set out in this Schedule and always provided that any person or body who has obtained title to any Affordable Rented Housing from a Chargee or Receiver after the procedure set out in this paragraph 1.9 has been followed shall not be bound by the restrictions in this Schedule nor shall any person deriving title from them or any successors in title to any of them

Part 2

First Homes

1. OBLIGATIONS

Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come undertakes to Council as below save that:

- (a) paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;
- (b) paragraphs 6 and 7 apply as set out therein, save that where a First Home is owned by a First Homes Owner they shall apply to a First Homes Owner, but only in respect of the relevant First Home owned by that First Homes Owner ; and
- (c) Paragraph 8 applies as set out therein.

2. QUANTUM OF FIRST HOMES

The Dwellings identified as First Homes in the Affordable Housing Scheme shall be reserved and set aside as First Homes and shall be provided and retained as First Homes in perpetuity subject to the terms of this Part 2 of Schedule 1

3. APPEARANCE

3.1 the First Homes shall not be visually distinguishable for the Market Dwellings based on their external appearance

3.2 the internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. TYPE AND DISTRIBUTION

The mix and distribution of First Homes provided on the Site shall be in accordance with the Affordable Housing Scheme

5. DEVELOPMENT STANDARD

All First Homes shall be constructed to the Development Standard current at the date of this Deed and no less than the standard applied to the Market Dwellings

6. DELIVERY MECHANISM

6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

6.1.1 the Eligibility Criteria (National); and

6.1.2 the Eligibility Criteria (Local) (if any).

6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply

6.3 Subject to paragraphs 6.6 to 6.19, no First Home shall be Disposed of (whether on a first or subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.4.1 The Council has been provided with evidence that:

6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local) (if any)

6.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

6.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be Hertsmere Borough Council

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraphs 6.1-6.11, of Part 2 of Schedule 1 to the S106 Agreement a copy of which is attached hereto as the Annexure."

(c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [TO BE INSERTED] made between (1) the Council and (2) John William Noble and Lorna Jane Noble and (3) Griggs (Options) Limited

(d) a provision that the Property is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or

any part of it other than in accordance with the First Homes Provisions

- (e) a copy of the First Homes Provisions in an Annexure

6.4.2 The Council has issued the Compliance Certificate

6.5 On the first Disposal of each and every First Home the First Homes Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Hertsmere Borough Council of Civic Offices, Elstree Way, Borehamwood, WD6 1WA or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 of this Part 2 Schedule 1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that

Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.7 Upon receipt of an application served in accordance with paragraph 6.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price (or not as the case may be) by providing notice within twenty-eight (28) days of receipt of the application that the relevant Dwelling may be Disposed of:

6.7.1 to the Council at the Discount Market Price; or

6.7.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.9 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home

6.8 Where the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then the owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may submit a written request requesting that the Council serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home, and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with

paragraph 6.6 and following a period of 28 days from that notice the Owner may (unless notice has been received from the Council to the contrary) Dispose of the dwelling other than as a First Home.

6.9 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 6.7 or 6.8 above the owner of the First Home shall pay to the Council forthwith upon receipt of the sale proceeds the Additional First Homes Contribution

6.10 Upon receipt of the Additional First Homes Contribution in cleared funds, a draft written receipt and draft written certificate of consent for the purposes of Form RX4 (or any successor form of the removal of a restriction), the Council may within 20 Working Days of receipt of the same:

6.10.1 Certify that the provisions of paragraph 6.5 Part 2 of Schedule 1 of this Deed have been complied with:

6.10.2 Consent to the withdrawal of the restriction entered on the relevant title pursuant to paragraph 6.5 of Schedule 1 of this Deed

6.10.3 Acknowledge receipt of the Additional First Homes Contribution and confirm that the entirety of the Additional First Homes Contribution shall be applied towards the provision of Affordable Housing

6.11 Any person who purchases a First Home free of the restrictions in Part 2 Schedule 1 of this Deed pursuant to the provisions in paragraphs 6.7 and 6.8 shall not be liable to pay the Additional First Homes Contribution to the Council.

7. USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of otherwise than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below.

7.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

7.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. Consent of the Council shall not be unreasonably withheld or delayed in any of the circumstances (a)-(f) below:

- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
- b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
- c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
- d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

8. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of Part 2 Schedule 1 of this Deed in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

8.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

8.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3

- 8.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 8.4 Following receipt of notification of the Disposal of the relevant First Home the Mortgagee or Receiver or purchaser of that Dwelling shall request that the Council:
- 8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
- 8.4.2 apply all such monies received towards the provision of Affordable Housing

SCHEDULE 2

SELF-BUILD AND CUSTOM HOUSEBUILDING PLOTS

The Owner hereby undertakes to Council:

- 1.1 Not to Commence the Development or permit Commencement until the Self-Build and Custom Housebuilding Scheme has been submitted as part of the relevant Reserved Matters to and approved by the Council.
- 1.2 Unless otherwise agreed with the Council in writing not to permit more than 75% of the Market Housing Units to be Occupied until the Self-Build and Custom Housebuilding Plots are made available in accordance with the approved Self-Build and Custom Housebuilding Scheme and have been provided in a Serviced Condition.
- 1.3 Subject to paragraph 1.5 below the Self-Build and Custom Housebuilding Plots shall be delivered in accordance with the approved Self-Build and Custom Housebuilding Scheme

- 1.4 To commence marketing of the Self-Build and Custom Housebuilding Plots within twelve months of Commencement and to give notice to the Council of the date of commencement of the date of marketing of the Self-Build and Custom Housebuilding Plot no later than 14 Working Days after that date.
- 1.5 If after two (years) from the date of commencement of marketing of the Self-Build and Custom Housebuilding Plot contracts for the sale of the Self-Build and Custom Housebuilding Plot have not exchanged then:
 - (a) the restrictions and obligations in this Schedule shall be released in relation to the Self-Build and Custom Housebuilding Plot and shall no longer apply to those Self Build and Custom Housebuilding Plot; and
 - (b) a dwelling may be built on the relevant Self-Build and Custom Housebuilding Plot(s), which may be sold on the open market free from the provision of this Schedule

PROVIDED THAT:

- (c) the Owner has first provided reasonable evidence demonstrating that the Self-Build and Custom Housebuilding Plot has been marketed for a minimum period of two years from the date of commencement of marketing of the Self-Build and Custom Housebuilding Plot in accordance with the approved Self-Build and Custom Housebuilding Scheme and that no or no sufficient demand at a realistic open market value can be demonstrated; and
- (d) the Council has agreed in writing that they are satisfied that the Self-Build and Custom Housebuilding Plot has been marketed for a minimum period of two years in accordance with the approved Self-Build and Custom Housebuilding Scheme, such approval shall be deemed to be agreed by the Council if the Council does not confirm its approval or give written notice of its reasons why it does not agree within 20 Working Days of the Owner providing the Council with the reasonable evidence pursuant to (c) above; and
- (e) where the Council has provided reasons why it does not agree that the marketing of the Self-Build and Custom Housebuilding Plot has been carried out in accordance with the approved Self-Build and Custom Housebuilding Scheme then the Council may provide the Owner with reasonable recommendations for the marketing of the

Self-Build and Custom Housebuilding Plot and the Self-Build and Custom Housebuilding Plot shall be marketed for a further 3 months from the date of the Council's notice pursuant to (d) above and in the event that contracts for sale of the Self-Build and Custom Housebuilding Plot has not exchanged within that 3 month period then the Owner shall be free to construct and dispose of a dwelling on the relevant Self-Build and Custom Housebuilding Plot free from the restrictions in this Schedule.

SCHEDULE 3

BIODIVERSITY NET GAIN

1. The Owner undertakes to the Council not to Commence the Development until it has:

1.1 Where the Owner is not also the owner of the First BNG Receptor Site, Secured the First BNG Receptor Site or where the Owner is also the owner of the First BNG Receptor Site, served written notice on the Council confirming that it elects to use the First BNG Receptor Site to provide a biodiversity net gain or habitat loss offset; and

1.2 The Council has approved a Biodiversity Management Plan in respect of the First BNG Receptor Site;

or

1.3 Where the Owner elects to seek to Secure an alternative BNG Receptor Site then prior to Commencement of Development it shall seek to do so in the following order of priority:

1.3.1 in the first instance a BNG Receptor Site within the Borough of Hertsmere

1.3.2 in the second instance a BNG Receptor Site within the County of Hertfordshire

1.3.3 in the third instance within the neighbouring Counties of Buckinghamshire, Bedfordshire, Essex, Cambridgeshire or Greater London;

1.3.4 in the fourth instance within the south-east of England;

1.3.5 in the fifth instance a BNG Receptor Site somewhere in England

1.4 In the event that no BNG Receptor Site can be Secured in accordance with the provisions of Paragraph 1 above within 6 months of the grant of the Planning Permission then the Owners shall provide written evidence of having used reasonable endeavours to secure the BNG Receptor Site to the Council and where the Council approves the evidence the Owner shall pay to the Council prior to the Commencement of Development the Biodiversity Contribution and the Owner shall not Commence Development until the Biodiversity Contribution has been paid to the Council.

2. If the Developer Secures the First BNG Receptor Site or elects to use the First BNG Receptor Site in accordance with paragraphs 1.1 and 1.2 above, then it covenants with the Council to comply with the Biodiversity Management Plan approved by the Council in respect of the First BNG Receptor Site pursuant to paragraph 1.2 above.

3. If the Developer Secures an alternative BNG Receptor Site in accordance with paragraphs 1.3 and 1.4 above, then it covenants with the Council:

3.1 Not to Commence the Development until Council has approved a Biodiversity Management Plan in respect of the alternative BNG Receptor Site; and

3.2 to comply with the Biodiversity Management Plan approved by the Council in respect of the alternative BNG Receptor Site pursuant to paragraph 3.1 above.

SCHEDULE 4

Carbon Offset Contribution

- 1.1 Prior to Commencement the Owner shall submit a “Sustainability and Energy Statement” which confirms the energy strategy for the Development and the residual carbon emissions from the Regulated Energy use for the Development.
- 1.2 The Carbon Offset Payment for Development shall be calculated as follows:

carbon cost of £115 per tonne (index-linked in accordance with this Agreement) multiplied by emissions from residual Regulated Energy use multiplied by 30
- 1.3 The Owner undertakes to pay the Carbon Offset Payment to the Council prior to first Occupation of the Development and the Owner shall not Occupy or permit Occupation of any Dwellings until the Carbon Offset Payment has been paid to the Council.

SCHEDULE 5

NHS Contribution

- 1.1 The Owner undertakes to pay the NHS Contribution to the Council prior to first Occupation of the Development and the Owner shall not Occupy or permit Occupation any Dwellings until the NHS Contribution has been paid to the Council.
- 1.2 The Owner undertakes to pay the Ambulance Service Contribution to the Council prior to first Occupation of the Development and the Owner shall not Occupy or permit Occupation any Dwellings until the Ambulance Service Contribution has been paid to the Council

SCHEDULE 6

PROFORMA

EVENT NOTIFICATION AND PAYMENT

**PURSUANT TO SECTION 106 AGREEMENT/UNILATERAL
UNDERTAKING**

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

SITE OWNER DETAILS

Name

Contact name

Address

Telephone nos

Main

Mobile

Email

EVENTS BEING NOTIFIED

Dates:

Commencement/Number of Units (if relevant):.....

Completion of Development/Number of Units (if relevant) :.....

Occupation of Development/Number of Units (if relevant):.....

COMPLIANCE WITH OBLIGATION(S)

Schedule **Paragraph**

Details of obligation and compliance

IN WITNESS whereof the Parties have executed this Deed on the day and year above written.

EXECUTED AS A DEED BY)
JOHN WILLIAM NOBLE)
In the presence of)

Witness name:

Witness signature:

Witness address:

EXECUTED AS A DEED BY)
LORNA JANE NOBLE)
In the presence of)

Witness name:

Witness signature:

Witness address:

EXECUTED AS A DEED BY)
GRIGGS (OPTIONS) LIMITED (as "Developer"))
ACTING BY)

A DIRECTOR

**in the
presence of**

Witness name:

Witness signature:

Witness address

DATED

2023

**JOHN WILLIAM NOBLE
("the Owner")**

AND

**GRIGGS (OPTIONS) LIMITED
("the Developer")**

TO

**HERTSMERE BOROUGH COUNCIL
("the Council")**

DEED OF UNILATERAL UNDERTAKING

**Pursuant to Section 106 Town and
Country Planning Act 1990
(as amended)
relating to
Land at 52 Harris Lane, Shenley,
Hertfordshire WD7 9EG**