

(1) The Mayor & Burgesses of the London Borough of Haringey

and

(2) Grainger Seven Sisters Limited

and

(3) Northumberland & Durham Property Trust Limited

Planning Obligation by Agreement

pursuant to Section 106 of the Town and Country Planning Act 1990
(as amended) relating to Seven Sisters Regeneration on land comprising 227 - 259 High
Road, 709 - 723 Seven Sisters Road, 1a - 11 West Green Road and 8 - 30 Suffield Road

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Section 106 Agreement

Dated

11th July 2012

Between:

- (1) **The Mayor & Burgesses of the London Borough of Haringey** of Civic Centre, Wood Green, London, N22 4LE;
- (2) **Grainger Seven Sisters Limited** (company registration number 06111428) of Citygate, St James Boulevard, Newcastle-upon-Tyne, NE1 4JE; and
- (3) **Northumberland & Durham Property Trust Limited** (company registration number 00182763) of Citygate, St James Boulevard, Newcastle-upon-Tyne, NE1 4JE

Recitals:

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the administrative area within which the Site is situated and is the local highway authority in relation to both Suffield Road and West Green Road both of which abut the Site.
- (B) On 24 December 2008 the Council granted the Original Permission following completion of the Original Agreement.
- (C) In June 2010 the Original Permission was quashed by order of the Court such that the Original Agreement has lapsed and is no longer of any legal effect.
- (D) The Developer and the Guarantor together own interests in the Covenant Land which forms part of the Site.
- (E) The Developer has entered into an agreement with Haringey to acquire its interest in the Site.
- (F) TfL is the owner of part of the Site including the existing market hall at 227-229 High Road and has agreed to support the scheme in its capacity as landowner, highway authority and operator of the Seven Sisters Underground Station which is beneath and adjoins the Site.
- (G) On 8 May 2012 the Application was submitted to the Council on behalf of Grainger plc (of which the Developer is a subsidiary company).
- (H) On 25 June 2012 the Council resolved to grant the Planning Permission subject to: (i) conditions; (ii) referral to the Mayor of London; and (iii) the prior completion of a planning obligation.
- (I) It has been confirmed on behalf of the Mayor of London that the Council is entitled to determine the Application.
- (J) This Deed is entered into pursuant to the resolution set out at Recital H above.

1 Interpretation

In this Deed where the context so admits the following words shall have the following meanings:-

1980 Act means the Highways Act 1980;

1990 Act means the Town and Country Planning Act 1990;

Application means the application for the Planning Permission which has been allocated reference number HGY/2012/0915 by the Council;

Baseline Study means a study of business owners, stall holders and other employees working at the Market, which shall include:-

- (a) diversity monitoring of business owners, stall holders and other employees working at the Market;
- (b) details of the number of employees of each business;
- (c) details of the location of each business within the Site and whether it intends to relocate to the New Market Area;

Closure Date means the date on which the Market will close as specified in the Closure Notice being a date not less than six (6) months after the date of service of the Closure Notice;

Closure Notice means a written notice served by (or on behalf of) the Developer on the Traders pursuant to Paragraph 8 of Schedule 4 to this Deed;

Commencement of the Development 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 only) operations consisting of: site clearance; demolition works (including demolition pursuant to any conservation area consent); archaeological investigations; investigations for the purpose of assessing ground conditions; remedial work in respect of any contamination or other adverse ground conditions; diversion and laying of services; any underground works; laying out of accesses (whether temporary or permanent); erection of any temporary means of enclosure/site security; temporary display of site notices or advertisements; and any other preparatory works as may be agreed with the Council and **Commence the Development** shall be construed accordingly;

Considerate Contractors Scheme means the considerate contractors scheme as set out in Schedule 6 to this Deed;

Council means The Mayor and Burgesses of the London Borough of Haringey as above in its capacity as the local planning authority;

Covenant Land means that part of the Site as shown coloured red on the plan marked 'Site Assembly Plan' as annexed at Schedule 2 to this Deed, the legal interests in which are set out in Schedule 1 to this Deed;

Deed means this deed of agreement;

Developer means Grainger Seven Sisters Limited as above;

Development means the demolition of existing buildings and erection of a mixed-use development comprising class C3 residential use, class A1/A2/A3/A4 uses with access, parking and associated landscaping and public realm improvements in accordance with the Application;

Dwelling means a dwelling (including a house, flat or maisonette) which forms part of the Development;

Finally Determined means (in relation to the Planning Permission) either: (i) fourteen (14) weeks have elapsed since the grant of the Planning Permission by the Council and no Proceedings have been instituted; or (ii) any Proceedings which

may have been instituted have been exhausted (which shall occur on the withdrawal of such Proceedings or when the time for appealing against the decision of any court has expired and no appeal has been filed) with the Planning Permission being upheld;

Financial Test means in relation to a prospective Market Operator, that such prospective Market Operator is able to show the following for each of the immediately preceding three (3) financial years and by reference to audited accounts: (a) net profits in excess of three (3) x the anticipated rent under the Market Lease; and (b) unencumbered net assets after the deduction of all debts due to third parties in excess of seven (7) x the anticipated rent under the Market Lease;

Guarantor means Northumberland & Durham Property Trust Limited as above;

Haringey Guarantee Programme means a multi-agency programme led by the Council promoting vocational training, work placements and employment support, advice and job brokerage for borough residents;

Heads of Terms means the outline heads of terms for the Market Lease as set out at Schedule 8 to this Deed (including any variations or amendments as agreed between the Developer and the Market Operator);

Housing Authority means The Mayor and Burgesses of the London Borough of Haringey in its capacity as the local housing authority for the area within which the Site is situated;

Index means the All-Items Index of Retail Prices as issued by the Office for National Statistics;

Interest means interest at four percent (4%) above the base lending rate of the Co-operative Bank Plc from time-to-time;

Local Authority means The Mayor and Burgesses of the London Borough of Haringey in its capacity as owner of part of the Site;

Market means Seven Sisters indoor market as currently occupied by the Traders at 231-243 High Road and located within the Site;

Market Condition means receipt by the Developer of an offer from a Market Operator to enter into the Market Lease (or a binding and unconditional agreement to enter into the Market Lease) no later than twelve (12) months before Practical Completion, unless otherwise agreed in writing between the Developer and the Council;

Market Lease means a lease of the New Market Area to be entered into between the Developer and the Market Operator such lease to be in a form incorporating the Heads of Terms and having regard to the obligations of the Developer as contained within this Deed;

Market Operator means an experienced indoor market operator able to demonstrate a sufficient track record in the successful management of indoor markets and who satisfies the Financial Test at the material time and who is approved by the Developer, acting reasonably;

New Market Area means the area shown edged in red on drawing number 04-854, a copy of which is appended at Schedule 8 to this Deed being units 2-6 on the

ground floor of the Development intended to comprise a net internal area of eight hundred and sixty five square metres (865 sqm) or thereabouts;

Non-Residential Development means that part of the Development comprising non-residential uses;

Occupy means occupation of the Development for the purposes permitted by the Planning Permission but excluding occupation by personnel engaged in construction, fitting-out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupation, Occupier and Occupied** shall be construed accordingly;

Open Space means the roof space, first floor gardens and play space to be laid out within the Site as part of the Development;

Original Agreement means the deed of agreement dated 24 December 2008 and entered into between: the Developer (1); the Guarantor (2); and the Council (3) pursuant to Section 106 of the 1990 Act;

Original Permission means the planning permission for the redevelopment of the Site as granted by the Council under reference number HGY/2008/0303;

Parties mean the parties to this Deed and their respective successors and those deriving title under them;

Payment Conditions means the following: (a) service of the Closure Notice; (b) the relevant Trader vacating the Market; and (c) the relevant Trader signing and delivering to the Council the Release;

Planning Condition means the grant of the Planning Permission which is Finally Determined;

Practical Completion means the date on which the Developer's architect (or similar qualified professional) certifies the Development as being substantially complete;

Planning Permission means planning permission for the Development;

Private Tenants means each and every tenant residing at the Site (or any part of it) from time to time, for whom the Housing Authority is not their landlord;

Proceedings means any or all of the following (as the case may be):

- (i) an application for judicial review under part 54 of the Civil Procedure Rules arising from the grant of the Planning Permission (or any procedural steps towards the grant of the Planning Permission) including any appeal to a higher court following a judgment of a lower court;
- (ii) any re-consideration of the Application following the Planning Permission being quashed pursuant to an application for judicial review;

Reasonable Endeavours means that (subject to the other terms of this Deed) the Party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such reasonable and proportionate effort and/or sums of money and the engagement of such professional or other advisors as in all the circumstances may be reasonable to expect PROVIDED THAT the Party will not be required to issue proceedings (including any appeal) in any court, public inquiry or other hearing;

Release means a document to be signed by each Trader as part of the Payment Conditions (in such reasonable form as the Developer and the Council agree) confirming that the Trader has vacated the Market and has no ongoing right to occupy it;

Release Sum means in respect of each Trader, the sum (being the relevant and proportionate part of the Traders Financial Assistance Sum) which equates to the rateable value (as at the date of this Deed) of the stall occupied by such Trader in the Market;

Resident Parking Permit means a permit issued under the Traffic Management Order which authorises the permit holder to park in connection with the Traffic Management Order;

Residential Development means that part of the Development comprising residential use;

Retail Units means those retail units within the Development comprising 14-19 West Green Road as shown edged in red on drawing number marked 'West Green Road, Units 14 – 19' as appended to this Deed;

Site means all that land shown edged red and blue on the plan marked 'Site Assembly Plan' annexed at Schedule 2 to this Deed, which comprises 227-259 High Road, 709-723 Seven Sisters Road, 1A-11 West Green Road and 8-30 Suffield Road;

Suffield Road Units means twelve (12) of the Dwellings to be constructed on Suffield Road as shown edged red on drawing number P(00) 01-parking as annexed at Schedule 2 to this Deed;

Temporary Market means a temporary market to be provided prior to the permanent closure of the Market in accordance with Paragraph 24 of Schedule 4 to this Deed;

Tenants means each and every tenant residing (from time to time) on the Site (or any part of it), for whom the Housing Authority is their landlord;

TfL means Transport for London of Windsor House 42-50 Victoria Street London SW1 0TL;

Tottenham Area means all that area known as Tottenham in North London;

Traders means the current occupiers of the Market as at the date of this Deed as shown on the list at Schedule 7 to this Deed being the rate payers for the stalls listed with the respective rateable values of the existing market stalls;

Traders Financial Assistance Sum means the sum of one hundred and forty four thousand three hundred pounds (£144,300) (which sum equates to the aggregate rateable value of the Market);

Traffic Management Order means the relevant order for the time being in force and made under the Road Traffic Regulation Act 1984 which establishes a controlled parking zone for the area in which the Site is situated;

Traffic Management Order Amendment Contribution means the sum of one thousand pounds (£1,000) to be paid towards the costs associated with amending the Traffic Management Order so as to remove the Development from those premises where residents may apply for a Resident Parking Permit;

Unconditional Date means the date when the Planning Condition is satisfied;

Use Classes Order means the Town and Country Planning (Use Classes) Order 1987 (as amended);

West Green Road Improvement Fund means the sum of one hundred and fifty thousand pounds (£150,000) to be used towards any (or all) of the following:-

- (a) improvements to shop/building frontages in the vicinity of the Site;
- (b) street decoration and enhancements in the vicinity of the Site;
- (c) improvements to servicing arrangements in relation to retail properties situated on West Green Road;
- (d) improvements to local businesses/markets, open spaces and areas of (existing and future) car parking; and
- (e) such other environmental improvements in the vicinity of the Site as may be agreed in writing between the Council and the Developer;

Wheelchair Accessible Unit means those Dwellings which are wheelchair adaptable to be constructed as part of the Development; and

Working Day means any day excluding any Saturday or Sunday or any bank or public holiday.

- 1.2 Covenants by any party which comprise more than one person shall be deemed to be joint and several and words importing persons will include firms companies and corporations and vice versa and where expressed in the singular will include the plural and vice versa and words of masculine gender will include the feminine and neuter gender and vice versa.
- 1.3 References in this Deed to any Recital Clause Schedule or Paragraph (or any part of them) shall unless the context otherwise requires be references to a recital clause schedule or paragraph (or any part of them) of this Deed.
- 1.4 References in this Deed to any enactment, regulation or order includes any statutory modification or re-enactment thereof for the time being in force.
- 1.5 Headings in this Deed are for ease of reference only and are not intended to be construed as part of this Deed.
- 1.6 References in this Deed to the Developer or the Guarantor (as the case may be) shall include any successor to their respective interests in the Covenant Land and those deriving title from them.
- 1.7 References in this Deed to the Council shall include any successor to its functions as the local planning authority in relation to the Covenant Land and any body to which all or part of its functions may lawfully have been transferred.

2 **Statutory Provisions**

- 2.1 This Deed is entered into pursuant to section 106 of the 1990 Act and is a planning obligation for the purposes of that section with intent to bind the Covenant Land (and each and every part of it) and the Parties subject to the provisions of Clauses 3 (conditionality), 6.2 and 6.3 (release upon parting with interest) and 6.4 (circumstances in which this Deed shall fall away).
- 2.2 This Deed is enforceable by (and against) the Council.

3 **Conditionality**

This Deed is conditional upon:-

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

save for Clauses 1 - 3 and Clauses 6.1 - 6.27, which shall come into effect upon completion of this Deed, and Clauses 4 and 5 and Paragraphs 1, 2, 3, 7, 8, 13, 15, 17, 20, 21, 23 and 24 of Schedule 4 to this Deed and Paragraphs 1 - 5 of Schedule 5 to this Deed, which shall come into effect upon the grant of the Planning Permission.

4 **The Developer's Obligations**

The Developer covenants with the Council as set out in Schedule 4 to this Deed and the Guarantor covenants with the Council that the Guarantor's interests are bound by this Deed to the same extent.

5 **The Council's Obligations**

The Council covenants with the Developer as set out in Schedule 5 to this Deed.

6 **Agreements and Declarations**

Local Land Charge

- 6.1 This Deed is a local land charge for the purposes of the Local Land Charges Act 1975 and shall be registered as such by the Council.

Release

- 6.2 The Developer and the Guarantor shall upon parting:-
- (a) with their respective interests in any part of the Site be released from all obligations and duties under the terms of this Deed insofar as they relate to or are binding on that part of the Site; and
 - (b) with the entirety of their respective interests in the Site be released from all liabilities whatsoever under the terms of this Deed.

- 6.3 The releases provided for in Clause 6.2 shall not apply to any prior or existing breach of this Deed as at the date of disposal.

Lapse

- 6.4 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, modified or expires (without the consent of the Developer), in which case the Council shall (upon written request) effect the cancellation of any entry made in its register of local land charges in respect of this Deed.

Future Development

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

Discharge by Performance

- 6.6 Upon the performance, discharge or other fulfilment of the obligations (or any of them) of the Developer under this Deed, such obligation shall absolutely cease and determine save in respect of any antecedent breach.
- 6.7 Following the performance and satisfaction of all the obligations contained within this Deed the Council shall effect the cancellation of all entries made in its register of local land charges in respect of this Deed.

Contracts (Rights of Third Parties) Act 1999

- 6.8 Subject to Clause 6.9 of this Deed, unless the right of enforcement is expressly granted it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 6.9 The Mayor of London shall be entitled to enforce Paragraphs 3, 8, 9 and 24 of Schedule 4 to this Deed insofar as they impose obligations on the Developer in connection with the Market, the New Market Area and the Temporary Market.
- 6.10 This Deed may be rescinded or varied without the consent of a third party to whom an express right to enforce any of its terms has been provided SAVE THAT Paragraphs 3, 8, 9 and 24 of Schedule 4 to this Deed may not be rescinded or varied without the consent of the Mayor of London.

Notices

- 6.11 Any notice to be given to any Party pursuant to this Deed shall be deemed to be sufficiently served if delivered personally or sent recorded delivery service or sent by facsimile to the Parties at the respective addresses specified above or as otherwise notified in writing by one Party to the other.

Consents and Approvals

- 6.12 Where any consent, approval or expression of satisfaction is required to be given under this Deed, it shall not be unreasonably withheld or delayed.

Individual Occupiers

- 6.13 This Deed shall not be enforceable against individual owner-occupiers or tenants of the Development (including their respective successors in title).

Interest

- 6.14 If any payment due under this Deed is paid late, Interest will be payable from the date when payment is due until the date of payment.

Indexation

- 6.15 The Traffic Management Order Amendment Contribution and the West Green Road Improvement Fund shall be increased by an amount equivalent to the increase in the Index from the date of this Deed until the date on which sum is payable.

Dispute Resolution

- 6.16 If there is any dispute between the Parties in respect of any of the matters to be agreed pursuant to this Deed (other than a dispute or difference concerning the meaning or construction of this Deed) such dispute shall be determined in accordance with Clauses 6.16 – 6.23 and either party to the dispute may at any time require by notice in writing to the other an independent expert to be appointed to resolve the dispute.

- 6.17 The expert shall have no less than ten (10) years' experience of resolving disputes similar in nature to the one that is proposed to be referred pursuant to this Deed.
- 6.18 The expert shall be appointed jointly by the parties and, in the absence of such agreement within one (1) month of service of the notice pursuant to sub-Clause 6.16, be appointed by the President for the time being of the Royal Institution of Chartered Surveyors within one (1) month of an application being made by one of the parties.
- 6.19 The expert shall invite written representations from each of the parties and shall make his final determination within one (1) month of his appointment PROVIDED THAT if the expert fails to do so either party to the dispute may apply to the President for the time being of the Royal Institution of Chartered Surveyors for a substitute to be appointed in which case the same procedure shall be repeated.
- 6.20 The findings of the expert shall be final and binding on the parties except in the case of manifest, material error.
- 6.21 The expert shall act as an expert and not as an arbitrator.
- 6.22 The costs of the dispute shall be payable by the parties in such proportion as may be determined by the expert and failing such determination to be borne in equal shares by the parties.
- 6.23 Nothing in Clauses 6.16 – 6.22 shall be construed as removing the jurisdiction of the courts to enforce the provisions of this Deed.

Legal Costs

- 6.24 Upon completion of this Deed, the Developer shall pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Deed in the sum of five thousand pounds (£5,000).

Mortgagee

- 6.25 This Deed shall not be enforceable against any mortgagee with an interest in the Covenant Land unless such mortgagee is in possession.

Change in Ownership

- 6.26 The Developer shall give the Council immediate written notice of any change in ownership of any of its interests in the Covenant Land which occur before all the obligations in this Deed have been discharged PROVIDED THAT such notice shall include details of the transferee's full name and registered office (if a company or usual address, if not) together with the area of the Covenant Land or the unit of occupation (as the case may be) purchased by reference to a plan.

Land Outside Control

- 6.27 Nothing in this Deed shall require the performance of any obligation whatsoever in, open or under land outside the ownership or control of the party to perform the obligation unless such land shall be within the public highway.

Schedule 1 – Ownership

A list of the interests in the Covenant Land held by the Developer and/or the Guarantor which are bound by this Deed is set out the table below.

Property	Leasehold (L) or Freehold (F)	Title Number	Proprietor(s)
4 Suffield Road, Tottenham	F	MX294011	Grainger Seven Sisters Limited
6 & 20 Suffield Road, Hornsey	F	MX388231	Grainger Seven Sisters Limited
10 Suffield Road, London (N15 5JX)	F	MX233499	Northumberland & Durham Property Trust Limited
Ground Floor, 18 Suffield Road (N15 5JX)	L	AGL126061	Northumberland & Durham Property Trust Limited
18a Suffield Road, Tottenham Road (N15 5JX)	L	NGL462616	Northumberland & Durham Property Trust Limited
22 Suffield Road, London (N15 5JX)	F	MX238709	Northumberland & Durham Property Trust Limited
24 Suffield road, London (N15 5JX)	F	MX388228	Grainger Seven Sisters Limited
24 Suffield Road, Tottenham, London	L	NGL432126	Northumberland & Durham Property Trust Limited
First Floor Flat, 24 Suffield Road, London (N15 5JX)	L	NGL436899	Northumberland & Durham Property Trust Limited
26 Suffield, Tottenham, London (N15 5JX)	F	MX238707	Northumberland & Durham Property Trust Limited
Access road on east side of Suffield Road	F	NGL318617	Grainger Seven Sisters Limited
1 West Green Road, Tottenham, London (N15 5BX)	F	MX241836	Grainger Seven Sisters Limited
709 Seven Sisters Road, Tottenham, London (N15 5JT)	F	MX237033	Northumberland & Durham Property Trust Limited
715, 721 and 723 Seven Sisters Road, 251 to 259 (odd numbers) High Road, 1A and 1B West Green Road, Broadway Works and the access road leading into Suffield Road	F	NGL233384	Grainger Seven Sisters Limited

Schedule 2 – Plans/Drawings

Site Assembly Plan

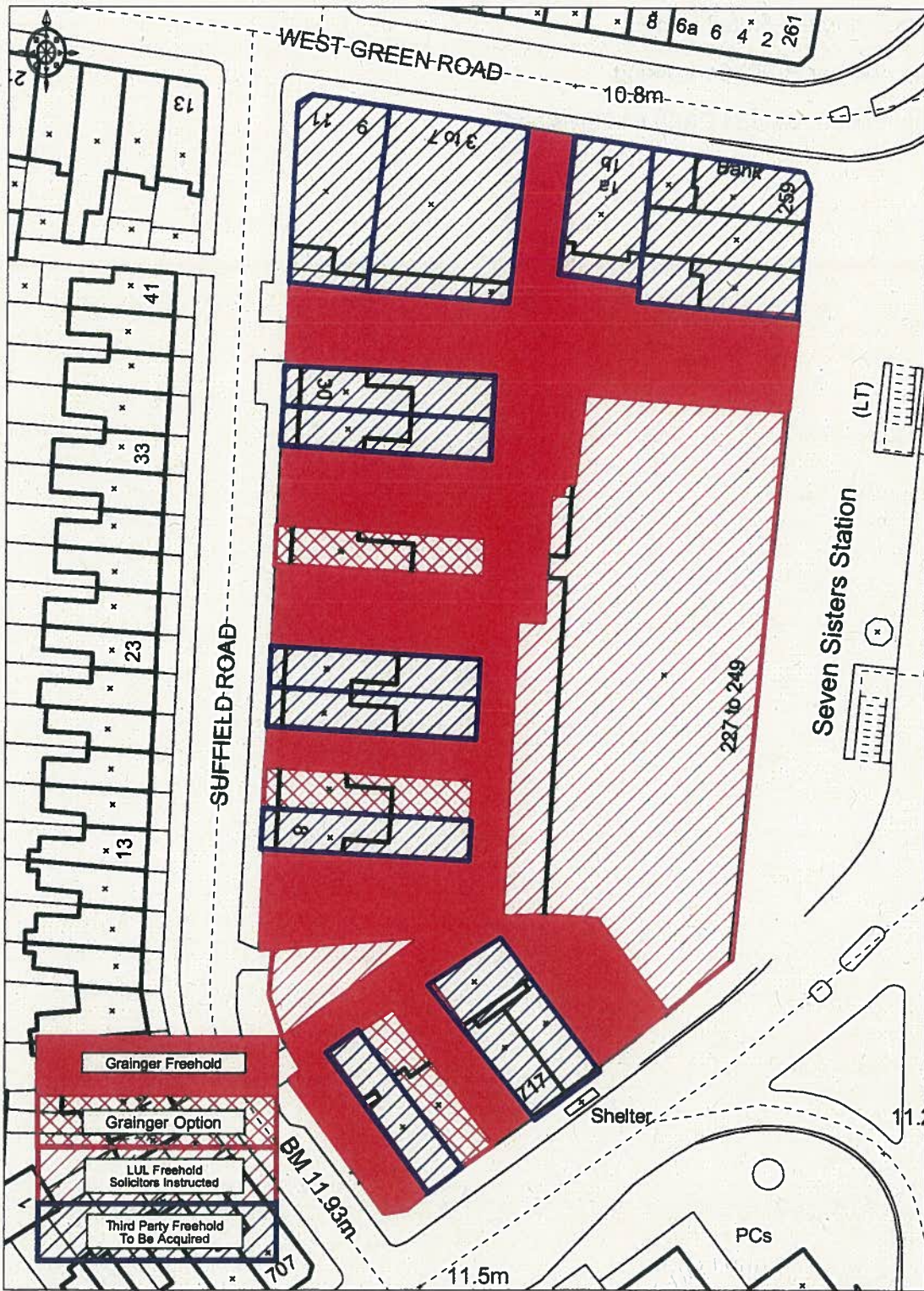
Plan identifying the Retail Units

Drawing number P(00) 01-parking

Drawing number 04-854 P(00) 01 Revision E



WARDS CORNER - SITE ASSEMBLY PLAN - JANUARY 2008

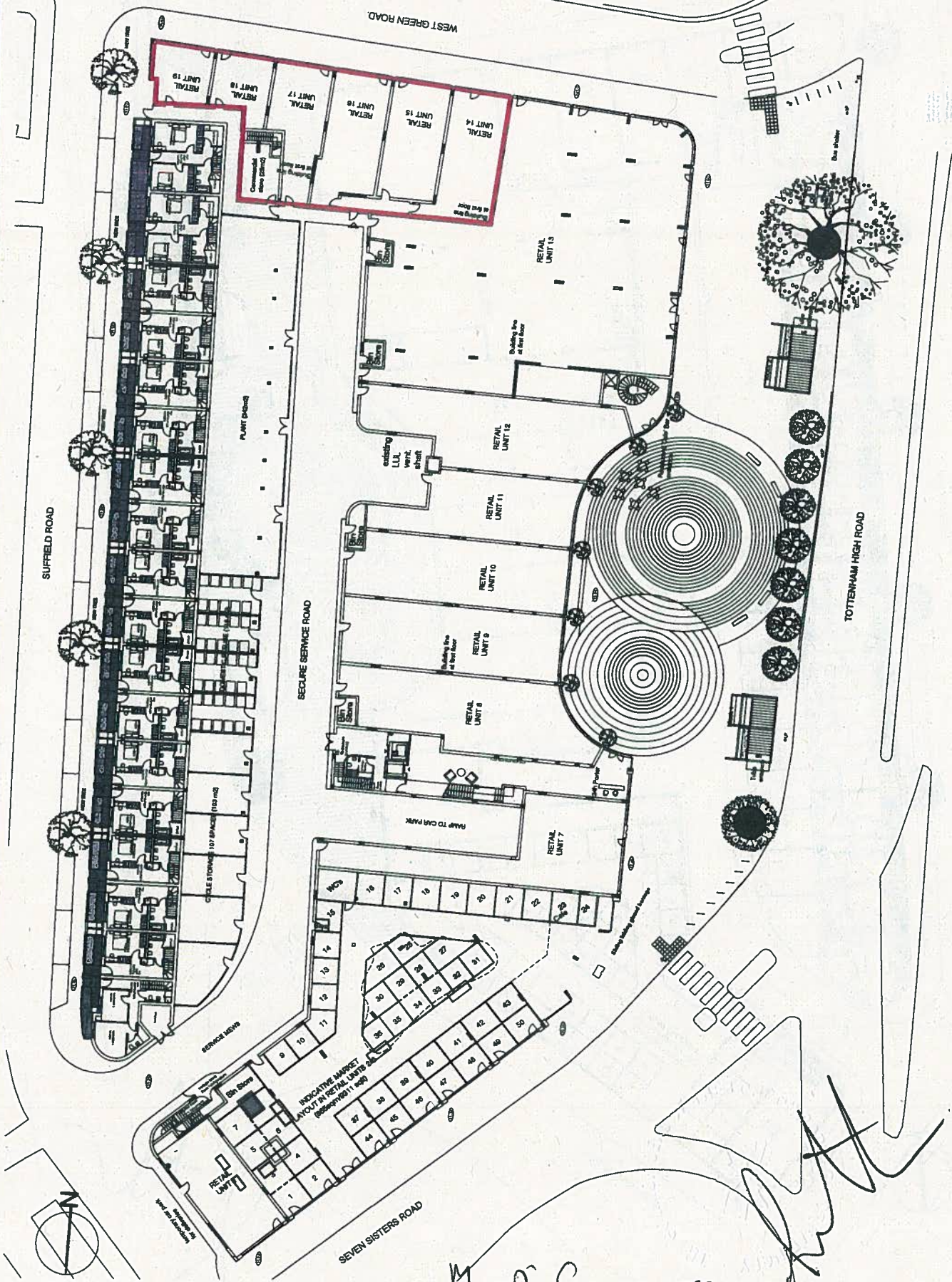


Ordnance Survey

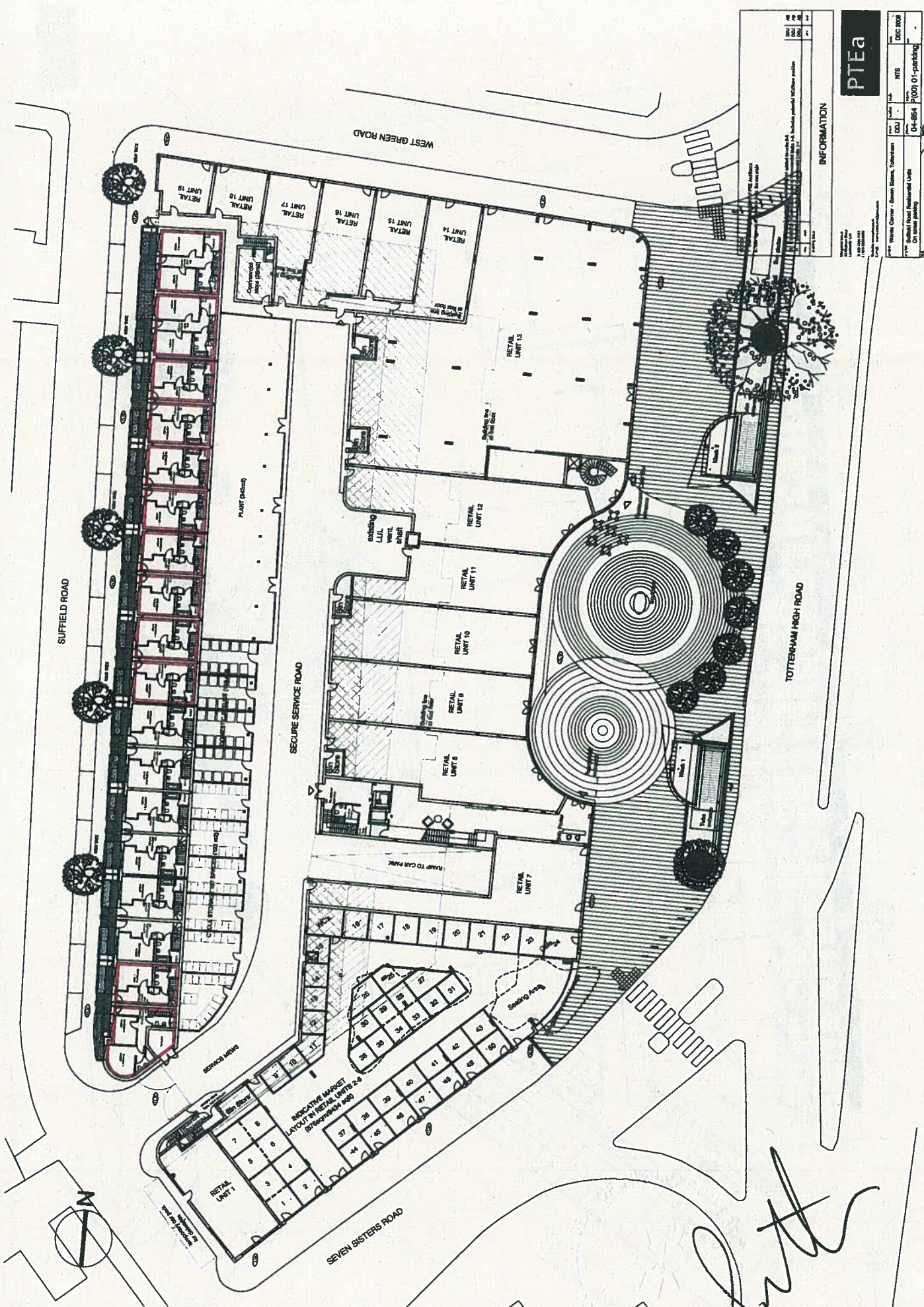
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M. P. Jones
 285

261
2
4
6
9
09
8
X
X
X



M. O'Connor 282



INFORMATION

NO.	DATE	BY	REVISION
01	10/10/11	MD	ISSUE FOR PERMIT
02	10/10/11	MD	ISSUE FOR PERMIT
03	10/10/11	MD	ISSUE FOR PERMIT
04	10/10/11	MD	ISSUE FOR PERMIT
05	10/10/11	MD	ISSUE FOR PERMIT

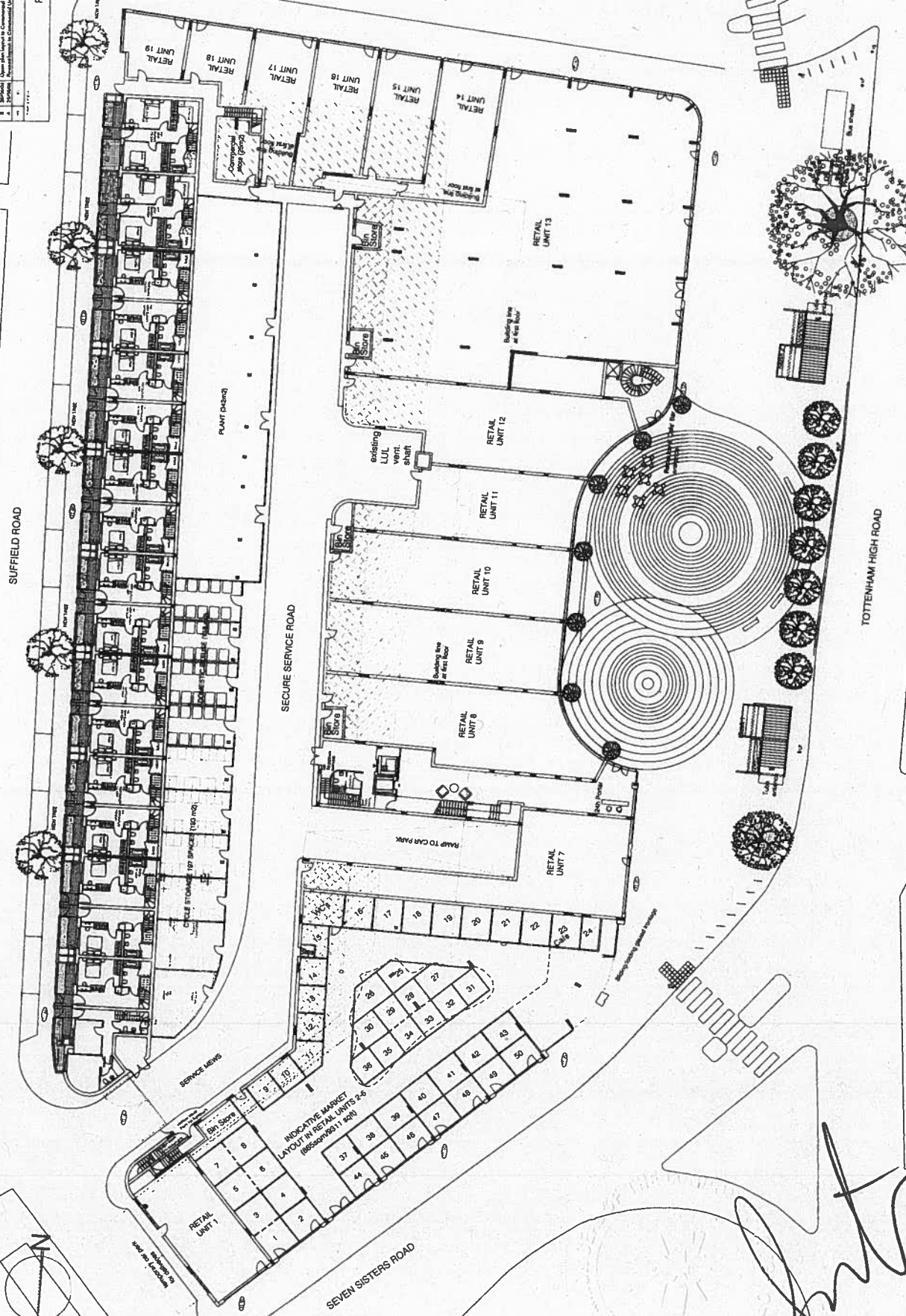
PTEa	
Project Name	Market Centre - Seven Sisters, Tottenham
Project No.	MD-001
Client	WTS
Scale	1:100
Drawn	MD
Checked	MD
Approved	MD
Date	10/10/11
Discipline	Architecture
Author	MD
Checker	MD
Approver	MD
Scale	1:100
Project No.	MD-001
Client	WTS
Scale	1:100
Drawn	MD
Checked	MD
Approved	MD
Date	10/10/11
Discipline	Architecture
Author	MD
Checker	MD
Approver	MD

M. O. Con...

PLANNING

1	1.1	1.1.1	1.1.2	1.1.3	1.1.4	1.1.5	1.1.6	1.1.7	1.1.8	1.1.9	1.1.10	1.1.11	1.1.12	1.1.13	1.1.14	1.1.15	1.1.16	1.1.17	1.1.18	1.1.19	1.1.20	1.1.21	1.1.22	1.1.23	1.1.24	1.1.25	1.1.26	1.1.27	1.1.28	1.1.29	1.1.30	1.1.31	1.1.32	1.1.33	1.1.34	1.1.35	1.1.36	1.1.37	1.1.38	1.1.39	1.1.40	1.1.41	1.1.42	1.1.43	1.1.44	1.1.45	1.1.46	1.1.47	1.1.48	1.1.49	1.1.50	1.1.51	1.1.52	1.1.53	1.1.54	1.1.55	1.1.56	1.1.57	1.1.58	1.1.59	1.1.60	1.1.61	1.1.62	1.1.63	1.1.64	1.1.65	1.1.66	1.1.67	1.1.68	1.1.69	1.1.70	1.1.71	1.1.72	1.1.73	1.1.74	1.1.75	1.1.76	1.1.77	1.1.78	1.1.79	1.1.80	1.1.81	1.1.82	1.1.83	1.1.84	1.1.85	1.1.86	1.1.87	1.1.88	1.1.89	1.1.90	1.1.91	1.1.92	1.1.93	1.1.94	1.1.95	1.1.96	1.1.97	1.1.98	1.1.99	1.1.100
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PLANNING



PTEa

Project Name	Sever Sisters Regeneration, Tottenham
Client	1380 GMI
Scale	1:200
Drawn	04-SSA
Checked	P(00) 01
Date	APR 2012
Sheet	E

M.O. Am 28/

Schedule 3 – Draft Planning Permission



Mr Christopher Frost
ASP
Old Bank Chambers
London Road
Crowborough
East Sussex
TN6 2TT

On behalf of
Grainger PLC
C/O Agent

Planning Application Reference No. **HGY/2012/0915**

TOWN AND COUNTRY PLANNING ACT 1990
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER 1995 (AS AMENDED)

NOTICE OF PLANNING PERMISSION

Location: **Wards Corner Site, High Road N15**

Proposal: **Demolition of existing buildings and erection of a mixed use development comprising class C3 residential, class A1/A2/A3/A4 uses, with access, parking and associated landscaping and public realm improvements**

In pursuance of their powers under the above Act, the London Borough of Haringey as Local Planning Authority hereby **PERMIT** the above development in accordance with the application dated 08/05/2012 and drawing numbers: 10153/F/01-01; 8444/T/01A-06, 02A-06, 03A-06, 04A-06, 05A-06 and 06A-06; P(00)21B; P(00)00A, 01E, 02C, 03C, 04C, 05B, 06B, 07C, 08C, 10B, 100D, 101C, 102D, 110C, 111D and 112A

SEE SCHEDULE OF CONDITIONS ATTACHED

Paul Smith
Head of Development Management
Planning, Regeneration & Economy

- NOTE:
1. Attention is particularly drawn to the schedule AP1 attached to the notice which sets out the rights of Applicants who are aggrieved by the decisions of the Local Planning Authority.
 2. This decision does not purport to convey any approval or consent which may be required under the Building Regulations 1991, any byelaws or any enactment other than the Town and Country Planning Act 1990.

HGY/2012/0915

The following conditions have been applied to this consent and these conditions must be complied with:

Implementation

1. The development hereby authorised must be begun not later than the expiration of 5 years from the date of this permission, failing which the permission shall be of no effect.

Reason: This condition is imposed by virtue of the provisions of the Planning & Compulsory Purchase Act 2004 and to prevent the accumulation of unimplemented planning permissions.

2. The development hereby authorised shall be carried out in complete accordance with the following plans as submitted to, and approved in writing by, the Local Planning Authority:-
10153/F/01-01; 8444/T/01A-06, 02A-06, 03A-06, 04A-06, 05A-06 and 06A-06; P(00)21B; P(00)00A, 01E, 02C, 03C, 04C, 05B, 06B, 07C, 08C, 10B, 100D, 101C, 102D, 110C, 111D and 112A

Reason: In order to ensure the development is carried out in accordance with the approved details and in the interests of amenity.

Materials

3. Notwithstanding the description of the materials in the application, no part of the development shall be commenced until precise details of the materials to be used in connection with that part have been submitted to, and approved in writing by, the Local Planning Authority. The development hereby authorised shall not be carried out otherwise than in accordance with the approved details.

Reason: In order to retain control over the external appearance of the development in the interest of the visual amenity of the area

4. Samples of all materials to be used for the external surfaces of the development shall be submitted to, and approved in writing by, the Local Planning Authority before any of the relevant part of the development is commenced. Samples should include sample panels of brick types, balcony and roofing materials combined with a schedule of the exact product references. The development hereby authorised shall not be carried out otherwise than in accordance with the approved details.

Reason: In order for the Local Planning Authority to retain control over the exact materials to be used for the proposed development and to assess the suitability of the samples submitted in the interests of visual amenity.

Hours of Construction

5. The construction works of the development hereby authorised shall not be carried out before 0800 or after 1800 hours Monday to Friday or before 0800 or after 1200 hours on Saturday and not at all on Sundays or Bank Holidays.

Reason: In order to ensure that the proposal does not prejudice the enjoyment of neighbouring occupiers of their properties.

Waste storage and recycling

6. A detailed scheme for the provision of refuse, waste storage and recycling within the site shall be submitted to and approved in writing by the Local Planning Authority prior to the commencement of the development hereby authorised. The scheme as approved shall be implemented prior to occupation of the development hereby authorised and permanently retained thereafter.

Reason: In order to protect the amenities of the locality.

Disabled Access

7. The entrance door to each of the retail units hereby authorised shall have a minimum width of 900mm, and a maximum threshold of 25mm.

Reason: In order to ensure that the shop unit is accessible to all those people who can be expected to use it in accordance with Policy RIM 2.1 'Access For All' of the Haringey Unitary Development Plan.

Shopfront Design

8. Detailed plans of the design and external appearance of the shopfronts hereby authorised, including details of the fascias, shall be submitted to and approved in writing by the Local Planning Authority before any shopfront is installed. All shopfronts shall be installed in accordance with the approved details.

Reason: In the interest of visual amenity of the area.

Secured by Design

9. The development hereby authorised shall comply with BS 8220 (1986) Part 1, 'Security Of Residential Buildings' and comply with the aims and objectives of the Police requirement of 'Secured By Design' and 'Designing Out Crime' principles.

Reason: In order to ensure that the proposed development achieves the required crime prevention elements as detailed by Circular 5/94 'Planning Out Crime'.

Parking and Loading/unloading

10. No part of the development hereby authorised shall be occupied unless car parking and loading and unloading facilities to serve that part have been provided in accordance with details previously submitted to, and approved in writing by, the Local Planning Authority. The approved facilities shall be permanently retained for the accommodation of vehicles of the occupiers, users, or persons calling at the premises and shall not be used for any other purposes.

Reason: In order to ensure that the proposed development does not prejudice the free flow of traffic or the conditions of general safety along the neighbouring highway.

11. Details of on site parking management plan shall be submitted to and approved by the local planning authority prior to the commencement of the use of the basement car parking area. The agreed plan shall be implemented prior to use of the basement car parking area and permanently maintained in operation.

Reason: In order to ensure that the proposed development does not prejudice the free flow of traffic or the conditions of general safety along the neighbouring highway.

Satellite Aerials

12. Notwithstanding the provisions of Article 4 (1) and Part 25 of Schedule 2 of the Town and Country Planning (General Permitted Development) Order 1995, no satellite antenna shall be erected or installed on any building hereby approved. The proposed development shall have a central dish / aerial system for receiving all broadcasts for the residential units created: details of such a scheme shall be submitted to and approved by the Local Planning Authority prior to the occupation of any part of the development hereby authorised, and the approved scheme shall be implemented and permanently retained thereafter.

Reason: In order to prevent the proliferation of satellite dishes on the development.

Drainage

13. The development hereby authorised shall not be commenced until details of drainage works (including a programme for implementation) have been submitted to and approved by the Local Planning Authority. The drainage works shall be carried out in accordance with the approved details.

Reason: In order to ensure a satisfactory provision for drainage on site and ensure suitable drainage provision for the authorised development.

Landscaping

14. Notwithstanding the details of landscaping referred to in the application, a landscaping scheme to include detailed drawings of:

- a. those existing trees to be retained;
- b. those existing trees to be removed;
- c. those existing trees which will require thinning, pruning, pollarding or lopping as a result of the development hereby authorised; and
- d. those new trees and shrubs to be planted together with a schedule of species,

shall be submitted to, and approved in writing by, the Local Planning Authority prior to the commencement of the development. Such an approved scheme of planting, seeding or turfing comprised in the approved details of landscaping shall be carried out and implemented in strict accordance with the approved details in the first planting and seeding season following the occupation of the building or the completion of development (whichever is sooner). Any trees or plants, either existing or proposed, which, within a period of five years from the completion of the development die, are removed, become damaged or diseased shall be replaced in the next planting season with a similar size and species. The landscaping scheme, once implemented, is to be maintained and retained thereafter.

Reason: In order for the Local Authority to assess the acceptability of any landscaping scheme in relation to the site itself, thereby ensuring a satisfactory setting for the proposed development in the interests of the visual amenity of the area.

Environmental Management Plan/Air Quality Assessment

15. Details of a site specific environmental management plan as referred to in the Air Quality Assessment September 2007 shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development hereby authorised. The agreed plan shall be implemented during the period of construction.

Reason: In order to ensure that the effects of the construction upon air quality is minimised.

Noise

16. Details of the specification of the glazing to be used in the development hereby authorised with the objective of reducing noise levels within the residential units shall be submitted to and approved by the Local Planning Authority prior to the commencement of the development hereby authorised. The residential units shall not be constructed (and maintained) otherwise than in accordance with the approved details.

Reason: In order to protect the amenities of occupiers of the residential units

17. The service road ventilation plant noise emissions shall be in accordance with the limiting sound pressure level referred to in the Noise and Vibration Exposure Assessment dated May 2012 as prepared by Alan Saunders Associates

Reason: In order to protect the amenity of the occupiers of the proposed development.

Cycle Parking

18. The development hereby authorised shall provide service covered storage for 234 cycle racks for the residential units and 11 cycle racks for the commercial units, a total of 245 cycle racks to be provided. These racks shall be provided prior to occupation of the relevant part of the development hereby authorised and shall be subsequently maintained.

Reason: In order to promote a sustainable mode of travel and improve conditions for cyclists at this location.

Commercial Opening Hours

19. The commercial uses hereby authorised shall not be open to the public before 0700 or after 0100 hours on any day.

Reason: In order to protect the amenity of adjoining residential occupiers.

Servicing and Deliveries

20. A servicing and delivery plan shall be submitted to, and approved in writing by, for the local planning authority prior to occupation of the development hereby authorised. The plans should provide details on how servicing and deliveries will take place including access via the proposed service gate and the need to avoid the AM and PM peak periods wherever possible. All servicing and delivery to the development hereby authorised shall be undertaken in accordance with the approved plan.

Reason: To reduce traffic and congestion on the transportation and highways network.

21. A construction management plan shall be submitted to, and approved in writing by, the local planning authority prior to the commencement of construction work on site. The plan should provide details on how construction work (including demolition) would be undertaken in a manner that minimizes disruption to traffic and pedestrians on A503 Seven Sisters Road and Suffield Road and avoids the AM and PM peak periods wherever possible. All works of construction relating to the development hereby authorised shall be undertaken in accordance with the approved plan.

Reason: To reduce congestion and mitigate any obstruction to the flow of traffic on the transportation

Climate Change Mitigation

22. The residential development hereby authorised shall comply with Part L of 2010 Building Regulations.

Reason: To be consistent with London Plan Policies 5.2 and 5.3 and UDP Policy UD2 Sustainable Design and Construction.

Energy Modelling

23. Energy models for the commercial units hereby authorised based on NCM compliant methods shall be submitted to, and approved in writing by, the Local Planning Authority prior to commencement of works in relation to those units. The commercial units hereby authorised shall not be constructed otherwise than in accordance with the approved details.

Reason: To be consistent with London Plan Policies 4A.1 and 4A.7 and UDP Policy UD2 Sustainable Design and Construction.

Demolition Management Plan

24. Prior to the commencement of the development hereby approved, a demolition management plan detailing the method of demolition, all construction vehicle activity related to demolition works, noise, dust and vibration mitigation measures and suitable measures to enhance the external appearance of the site, including appropriate additional lighting, associated with the development hereby approved shall be submitted to, and approved in writing by the Local Planning Authority. Works of demolition associated with the development hereby authorised shall not be undertaken otherwise than in accordance with the approved management plan.

Reason: To protect the existing amenity of the surrounding area.

Photovoltaics

25. Notwithstanding the drawings submitted with the application, details and drawings of the proposed photovoltaic equipment shall be submitted to, and approved in writing by, the Local Planning Authority prior to commencement of the development hereby authorised. Such approved scheme shall be implemented prior to occupation of the development hereby authorised and shall be permanently retained.

Reason: In order to ensure the development meets the appropriate design and sustainability standards as required by London Plan Policies 5.2 and 5.3 and UDP Policy UD2 Sustainable Design and Construction.

Green/brown Roof

26. Notwithstanding the drawings submitted with the application, details and drawings of the proposed green/brown roof shall be submitted to, and approved in writing by, the Local Planning Authority prior to commencement of the development hereby authorised. Such approved scheme shall be implemented prior to the occupation of the development hereby authorised and shall be permanently retained.

Reason: In order to ensure the satisfactory provision of the green/brown roof in the interests of sustainability

Piling Method Statement

27. No impact piling shall take place until a piling method statement (detailing the type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface water infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

Reason: The proposed works will be in close proximity to underground water utility infrastructure. Piling has the potential to impact on local underground water utility infrastructure.

Water Infrastructure

28. Impact studies of the existing water supply infrastructure shall be submitted to, and approved in writing by, the local planning authority prior to the commencement of the development hereby authorised. The studies should determine the magnitude of any new additional capacity required in the system and a suitable connection point. The development hereby authorised shall not be carried out otherwise than in accordance with the approved studies.

Reason: To ensure that the water supply infrastructure has sufficient capacity to cope with the/this additional demand.

Electric Vehicle Charging Point

29. 20% of all residential parking spaces hereby authorised shall be fitted with electric vehicle charging points (EVCP's), with a further 20% having passive provision.

Reason: To encourage the uptake of electric vehicles in accordance with London Plan Policy 6.13.

Land Contamination

30. Before development commences other than for investigative work:

a) A desktop study shall be carried out which shall include the identification of previous uses, potential contaminants that might be expected, given those uses, and other relevant information. Using this information, a diagrammatical representation (Conceptual Model) for the site of all potential contaminant sources, pathways and receptors shall be produced. The desktop study and Conceptual Model shall be submitted to the Local Planning Authority. If the desktop study and Conceptual Model indicate no risk of harm, development shall not commence until approved in writing by the Local Planning Authority.

b) If the desktop study and Conceptual Model indicate any risk of harm, a site investigation shall be designed for the site using information obtained from the desktop study and Conceptual Model. This shall be submitted to, and approved in writing by, the Local Planning Authority prior to that investigation being carried out on site. The investigation must be comprehensive enough to enable:-

- a risk assessment to be undertaken,
- refinement of the Conceptual Model, and
- the development of a Method Statement detailing the remediation requirements.

The risk assessment and refined Conceptual Model shall be submitted, along with the site investigation report, to the Local Planning Authority.

c) If the risk assessment and refined Conceptual Model indicate any risk of harm, a Method Statement detailing the remediation requirements, using the information obtained from the site investigation, and also detailing any post remedial monitoring shall be submitted to, and approved in writing by, the Local Planning Authority prior to that remediation being carried out on site.

Reason: To ensure the development can be implemented and occupied with adequate regard for environmental and public safety.

Rainwater harvesting system

31. Details for the provision of rainwater harvesting shall be submitted to and approved by the Local Planning Authority prior to the commencement of development. Such details shall include an assessment of the feasibility of the harvesting system meeting 100% of the predicted maximum requirements for additional water (in a year with low rainfall). The development shall not be carried out otherwise than in accordance with the details so approved.

Reason: In order to minimise rainwater run-off and reduce water demand in the interest of environmental sustainability.

London Underground

32. The development hereby permitted shall not be commenced until detailed design and method statements (in consultation with London Underground) for all of the foundations, basement and ground floor structures, or for any other structures below ground level, including piling (temporary and permanent), have been submitted to and approved in writing by the local planning authority which:

- " provide details on all structures
- " accommodate the location of the existing London Underground structures and tunnels
- " accommodate ground movement arising from the construction thereof
- " and mitigate the effects of noise and vibration arising from the adjoining operations within the structures and tunnels.

No part of the development shall be occupied until all the works identified in the approved design and method statements have been completed.

Reason: To ensure that the development does not impact on existing London Underground transport infrastructure, in accordance with London Plan policy 3C.4 and 'Land for Transport Functions' Supplementary Planning Guidance.

INFORMATIVES

A. The development hereby authorised is subject to covenants contained within a planning obligation entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended).

B. The new development will require naming/numbering. The applicant should contact the Transportation Group at least six weeks before the development is occupied (tel. 020 8489 5573) to arrange for the allocation of a suitable address.

C. There are public sewers crossing or close to the development. In order to protect public sewers and to ensure that Thames Water can gain access to those sewers for future repair and maintenance, approval should be sought from Thames Water where the erection of a building or an extension to a building or underpinning work would be over the line of, or would come within 3 metres of a public sewer. Thames Water will usually refuse such approval in respect of the construction of new buildings, but approval may be granted in some cases for extensions to existing buildings. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the options available at this site.

D. There are large water mains adjacent to the proposed development. Thames Water will not allow any building within 5 metres of them and will require 24 hours access for maintenance purposes. Please contact Thames Water Developer Services, Contact Centre on Telephone No: 0845 850 2777 for further information.

E. With regard to surface water drainage it is the responsibility of a developer to make proper provision for drainage to ground, water courses or a suitable sewer. In respect of surface water it is recommended that the applicant should ensure that storm flows are attenuated or regulated into the receiving public network through on or off site storage. Connections are not permitted for the removal of Ground Water. Where the developer proposes to discharge to a public sewer, prior approval from Thames Water Developer Services will be required. They can be contacted on 0845 850 2777.

F. In accordance with Section 34 of the Environmental Protection Act and the Duty of Care, any waste generated from construction/excavation on site is to be stored in a safe and secure manner in order to prevent its escape or its handling by unauthorised persons. Waste must be removed by a registered carrier and disposed of at an appropriate waste management licensed facility following the waste transfer or consignment note system, whichever is appropriate.

G. A contribution towards the interchange between rail and underground in order to widen corridors/walkways to the London Underground station may be required. TfL welcomes further discussion about this matter.

H. The applicant is advised to contact Thames Water Developer Services on 0845 850 2777 to discuss the details of the piling method statement.

I. The units within the proposed market (including unit(s) proposed for café/restaurant use) that abut the pavement should be designed in a way that allows each unit to open onto the pavement on Seven Sisters and Tottenham High Road.

J. Members of the Planning Sub-committee should have the opportunity to be involved in the process of approving the exterior materials to be used on the development where those details are submitted for the purposes of discharging conditions 3 and 4 of the permission.

K. The applicant is advised to contact London Underground Infrastructure Protection in advance of preparation of final design and associated method statements, in particular with regard to: demolition; excavation; construction methods; security; boundary treatment; safety barriers; landscaping and lighting.

REASONS FOR APPROVAL

a) It is considered that the principle of this development is supported by National, Regional and Local Planning policies which seek to promote regeneration through housing, employment and urban improvement to support local economic growth.

b) Having regard to paragraphs 128 and 129 of the National Planning Policy Framework the local planning authority agrees with the expert advice produced on behalf of the applicant regarding the significance of the designated heritage asset. In particular, it is accepted that:

(i) the character of the Conservation Area has been substantially determined by the High Road (together with the buildings flanking it) and the impact of changing transport requirements/infrastructure, land use, social structures and retail facilities;

(ii) the Conservation Area and its immediate setting are not now generally characterised by consistency of architectural or townscape style, appearance or quality;

(iii) the Wards Corner building has been substantially altered and significant elements of its original design have been lost, all of which detract from any significance that it had;

(iv) the terrace formed by 229 - 259 High Road has been seriously compromised by alterations and poor quality shop-fronts; and

(v) with the exception of 1A and 1B West Green where a small positive contribution is acknowledged, the buildings on site are considered to provide only a neutral contribution.

c) The scheme is considered to be of a high-quality design which enhances the character and appearance of the conservation area by having a bulk, massing and design which is commensurate to the location and is sympathetic to the architectural language of the Tottenham High Road Corridor/Seven Sisters /Page Green / Conservation Area. The scheme reinforces local distinctiveness and addresses connectivity between people and places and the integration of new development into the built historic environment. It is considered that the development proposal will result in less than substantial harm to the significance of the designated heritage asset and any harm is outweighed by the public benefits brought about by regeneration of the site. The scheme is considered to comply with paragraph 134 of the National Planning Policy Framework. Even if (which is not accepted by the local planning authority) the proposal was considered to result in substantial harm to the designated heritage asset, it is considered that such harm is outweighed by the substantial public benefits that arise.

d) The Planning Application has been assessed against and on balance is considered to comply with the:

- o National Planning Policy Framework;
- o London Plan Policies 2.15 'Town centres', 3.3 'Increasing housing supply', 3.4 'Optimising housing potential', 3.5 'Quality and design of housing developments', 3.6 'Children and young people's play and informal recreation facilities', 3.8 'Housing choice', 3.9 'Mixed and balanced communities', 3.12 'Negotiating affordable housing on individual private residential and mixed use schemes', 4.7 'Retail and town centre development', 4.8 'Supporting a successful and diverse retail sector', 4.9 'Small shops', 4.12 'Improving opportunities for all', 5.2 'Minimising carbon dioxide emissions', 5.3 'Sustainable design and Construction', 5.7 'Renewable energy', 5.10 'Urban greening', 5.11 'Green roofs and development site environs', 5.14 'Water quality and wastewater infrastructure', 5.15 'Water use and supplies', 5.21 'Contaminated land', 6.3 'Assessing effects of development on transport capacity', 6.5 'Funding Crossrail and other strategically important transport infrastructure', 6.9 'Cycling', 6.10 'Walking', 6.12 'Road network capacity', 6.13 'Parking', 6.14 'Freight', 7.1 'Building London's neighbourhoods and communities', 7.2 'An inclusive environment', 7.3 'Designing out crime', 7.4 'Local character', 7.5 'Public realm', 7.6 'Architecture', Policy 7.8 'Heritage assets and Archaeology', 7.9 'Heritage-led regeneration', 7.15 'Reducing noise and enhancing soundscapes'; and

o London Borough of Haringey Unitary Development Plan (UDP) 2006 Policies G2 'Development and Urban Design', G3 'Housing Supply', UD2 'Sustainable Design and Construction', UD3 'General Principles', UD4 'Quality Design', UD6 'Mixed Use Developments', UD9 'Locations for Tall Buildings', HSG1 'New Housing Developments', HSG4 'Affordable Housing', HSG7 'Housing for Special Needs', AC3 'Tottenham High Road Regeneration Corridor', M2 'Public Transport Network', M3 'New Development Location and Accessibility', M5 'Protection, Improvements and Creation of Pedestrian and Cycle Routes', M9 'Car-Free Residential Developments', M10 'Parking for Development', CSV1 'Development in Conservation Areas', CSV2 'Listed Buildings', CSV3 'Locally Listed Buildings and Designated Sites of Industrial Heritage Interest', CSV7 'Demolition in Conservation Areas', EMP3 'Defined Employment Areas - Employment Locations', EMP5 'Promoting Employment Uses', ENV1 'Flood Protection: Protection of the Floodplain and Urban Washlands', ENV2 'Surface Water Runoff', ENV4 'Enhancing and Protecting the Water Environment' ENV5 'Works Affecting Watercourses', ENV6 'Noise Pollution', ENV7 'Water and Light Pollution', ENV11 'Contaminated Land' and ENV13 'Sustainable Waste Management'.

Paul Smith
Head of Development Management
Planning, Regeneration & Economy

APPEALS TO THE SECRETARY OF STATE TOWN AND COUNTRY PLANNING ACT 1990

Notes for guidance about appeal procedures in England.

- If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State for the Environment under Section 78 of the Town & Country Planning Act 1990.
- If you want to appeal then you must do so within six months from the date of the local planning authority's decision against which you are appealing or if the decision relates to the same or substantially the same land and development as is already the subject of an enforcement notice you must appeal within 28 days of the date of this notice. If an enforcement notice is subsequently served then you have 28 days from the date of the enforcement notice or 6 months of this decision whichever period expires earlier, using a form which you can get from:-

The Planning Inspectorate
Temple Quay House
2 The Square
Temple Quay
Bristol
BS1 6PN

Tel: 0117 372 6372 Fax: 0117 372 8782

www.planning-inspectorate.gov.uk

- The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this unless there are special circumstances which excuse the delay in giving notice of appeal.
- The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions it imposed, having regard to the statutory requirements, to the provision of the development order and to any directions given under the order.
- In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based its decision on a direction given by him.

Purchase Notices

- If either the local planning authority or the Secretary of State for the Environment refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to reasonably beneficial use in its existing state nor can he render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.
- In these circumstances, the owner may serve a purchase notice on the London Borough Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Compensation

- In certain circumstances compensation may be claimed from the local planning authority if permission is refused or granted subject to conditions by the Secretary of State on an appeal or on reference of the application to him.
- These circumstances are set out in Parts IV and V and related provisions of the Town and Country Planning Act 1990.

Schedule 4 – Developer's Covenants

1 Control of the Site

- 1.1 To provide the Council with no less than six (6) months' prior written notice of the Commencement of the Development.
- 1.2 Not to Commence the Development unless and until the part of the Site on which the Development is to be carried out is under the Developer's control.

2 Deed of Confirmation

- 2.1 Not to Commence the Development unless and until a further planning obligation (mutatis mutandis the terms of this Deed) has been completed (pursuant to Section 106 of the 1990 Act) in favour of the Council so as to bind the entirety of interests in the Site (to the extent that such interests are capable of being so bound).

3 Traders Financial Assistance Sum and the New Market Area

- 3.1 No later than six (6) months before the Closure Date to pay the Traders Financial Assistance Sum to the Council.
- 3.2 To procure that the Market Operator offers to the Traders (and each of them) the right to take either a lease or a licence (as determined by the Developer and/or the Market Operator) of a stall in the New Market Area which is equivalent in size to their existing stall in the Market on the following terms:-
 - (a) a rent or a licence fee, which equates to a discount of thirty percent (30%) less than the rent or fee that would be chargeable based upon an open market valuation of the stall for a use within use class A1 of the Use Classes Order for the first eighteen (18) months of occupation of the stall in the New Market Area; and
 - (b) thereafter a rent or licence fee, which equates to the rent or fee that would be chargeable based upon an open market valuation of the stall for a use within use class A1 of the Use Classes Order,

PROVIDED THAT for the avoidance of any doubt this Paragraph applies only to the Traders (and each of them) PROVIDED FURTHER THAT if a Trader declines to take a lease or a licence of a stall in the New Market Area on the terms set out above the Developer will be entitled to offer that stall to such other person as it shall determine (acting reasonably).

- 3.3 To consult with the Traders about the internal layout of the New Market Area and to take into account any representations and views that are received from the Traders in response to such consultation.

4 West Green Road Improvement Fund

- 4.1 No later than six (6) months after Commencement of the Development to pay the West Green Road Improvement Fund to the Council.

5 Considerate Contractors Scheme

- 5.1 To use Reasonable Endeavours to ensure that the Development is carried out in accordance with the Considerate Contractors Scheme.

6 Resident Parking Permit Restriction

- 6.1 Subject to Paragraph 6.2 of this Schedule, any relevant transfer of an interest in the Covenant Land (whether by disposal of the freehold or the grant of a lease) shall provide that occupiers and residents of the Development (including their respective successors in title), as well as the Developer (and any successor in title), will not be eligible to make an application to the Council for a Resident Parking Permit and covenant not to do so.
- 6.2 The restriction in Paragraph 6.1 of this Schedule:-
- (a) shall only apply for so long as the Traffic Management Order contains a car-free designation for the area within which the Covenant Land is situated; and
 - (b) shall not apply to the Suffield Road Units in any event.
- 6.3 Prior to the Occupation of any Dwelling (save for a Suffield Road Unit) any prospective resident of the Dwelling shall be informed by the Developer that all residents shall not be entitled to apply for a Resident Parking Permit and every tenancy, licence, lease or transfer to any resident shall include an obligation for the resident to comply with the terms of the restriction set out in Paragraph 6.1 of this Schedule PROVIDED THAT for the avoidance of any doubt this Paragraph does not apply to the Suffield Road Units.
- 7 Amendment to the Traffic Management Order**
- 7.1 Not to Commence the Development unless and until the Traffic Management Order Amendment Contribution has been paid to the Council.
- 8 Closure of the Market**
- 8.1 No later than six (6) months before Commencement of the Development to:-
- (a) serve the Closure Notice; and
 - (b) notify the Council in writing of the Closure Date.
- 9 Market Lease**
- 9.1 Not to enter into the Market Lease (or a binding and unconditional agreement to enter into the Market Lease) unless and until:-
- (a) a draft of the Market Lease has been provided to the Mayor of London and he has been provided with a reasonable period of time (being no less than twenty eight (28) days) within which to comment upon it; and
 - (b) the Developer has taken into account any representations that are received from the Mayor of London during such period.
- 9.2 To use Reasonable Endeavours to enter into the Market Lease (or a binding and unconditional agreement to enter into the Market Lease) PROVIDED THAT:-
- (a) if the Market Condition is not satisfied there shall be no requirement to enter into the Market Lease and/or to provide the New Market Area; and
 - (b) if the Market Lease (or a binding and unconditional agreement to enter into the Market Lease) has not been completed with a Market Operator by the date which is six (6) months before Practical Completion, there shall be no requirement to enter into the Market Lease and/or to provide the New Market Area.

9.3 To keep the Council and the Greater London Authority regularly informed about progress of both the Market Lease and satisfaction of the Market Condition.

10 **Marketing and Letting Strategy of the Residential Development**

10.1 To develop and promote a marketing and letting strategy for the Residential Development which targets potential future owner-occupiers and tenants and is focused initially at local residents whilst not precluding simultaneous or subsequent marketing to other areas.

11 **Retail Units**

11.1 To use Reasonable Endeavours to develop and promote a marketing and letting strategy for the Retail Units which:-

(a) is consistent with the promotion of West Green Road as a district centre with a focus on independent trading;

(b) provides for rents that are consistent with rents being paid for units of a similar size and nature in the vicinity of the Site.

11.2 Not to let the first Retail Unit without the written approval of the Council PROVIDED THAT if no substantive response is received from the Council within ten (10) Working Days of a request being made by the Developer, then approval shall be deemed to have been given PROVIDED FURTHER THAT no approval of the Council shall be required pursuant to this Paragraph in any event if a letting is proposed to be made to a person or organisation whose existing place of trading is within the Council's administrative area.

11.3 Not to amalgamate any of the Retail Units so as to form a larger unit without the written approval of the Council PROVIDED THAT if no substantive response is received from the Council within ten (10) Working Days of a request being made by the Developer, then approval shall be deemed to have been given.

11.4 Not to construct the Retail Units otherwise than in accordance with the ground floor plan (being drawing number 04-854 P(00) 01 E as appended at Schedule 2 to this Deed) as submitted in support of the Application, unless otherwise agreed in writing by the Council.

12 **CCTV**

12.1 No later than twelve (12) months after Commencement of the Development to establish a management company that will have responsibility for future management and security of the Development.

12.2 To ensure that the management company established pursuant to Paragraph 12.1 of this Schedule oversees future management and security of the Development.

12.3 Not to Occupy the Development unless a CCTV system and central monitoring suite has been established and is operational.

13 **Monitoring**

13.1 Unless otherwise agreed in writing by the Council, no later than six (6) months after the earlier of: (i) the Unconditional Date; (ii) service of the Closure Notice, to submit the Baseline Study to the Council for approval.

13.2 To update the Baseline Study at each of the following:-

- (a) upon service of the Closure Notice (only if service of the Closure Notice occurs after the Unconditional Date);
- (b) upon Commencement of the Development (only if Commencement of the Development occurs after the Unconditional Date); and
- (c) each anniversary of the date of Commencement of the Development until Practical Completion

PROVIDED THAT the Developer shall not be obliged to include within the Baseline Study (or any update of it) any business that has either ceased to trade or has confirmed that it does not intend to relocate to the New Market Area.

14 **Local Labour**

14.1 From the Commencement of the Development, to:-

- (a) ensure that the recruitment, employment, training and career development arrangements of all contractors (employed from the commencement of construction of the Development to Practical Completion) and occupiers of the Development reflect the principles and objectives of the Haringey Guarantee Programme;
- (b) liaise with the Council and local employment training agencies to identify job opportunities and skill needs within the Development and to procure that contractors appointed to carry out the Development enter into equivalent liaison arrangements;
- (c) use Reasonable Endeavours to procure that its contractors target the offer of employment to twenty (20) individuals (who immediately prior to such employment live in the Tottenham Area) on an apprentice basis during the construction phase of the Development and to liaise with the College of Haringey to secure the offer of those apprenticeship places;
- (d) work with the Council to implement measures that aim to secure that all of the new jobs within the Development (during construction and following Occupation) are made available in the first instance to residents of the borough of Haringey and to agree with the Council a mechanism for advertising such jobs;
- (e) work with the Council to support measures that promote the Tottenham Area as an area for business and the services provided by local businesses;
- (f) advertise supply chain opportunities arising from the Development to local businesses in the borough of Haringey; and
- (g) prepare and submit to the Council an annual statement setting out how the requirements of this Paragraph have been achieved each year until twelve (12) months after first Occupation of the Development.

15 **Open Space**

15.1 Unless otherwise agreed in writing with the Council, not to Commence the Development unless an agreement(s) has been entered into pursuant to section 278 of the 1980 Act to secure the completion of:-

- (a) improvements to footways on West Green Road and Suffield Road;

- (b) public realm works to the entrance of Seven Sisters Underground Station; and
 - (c) replacement bus stops on the High Road.
- 15.2 No later than twelve (12) months after Commencement of the Development to submit for approval by the Council a scheme setting out details of the provision and future maintenance of the Open Space.
- 15.3 Not Occupy the Development otherwise than in accordance with the scheme approved pursuant to Paragraph 15.2 of this schedule.
- 16 Travel Plans**
- 16.1 Not to Occupy the Residential Development unless a travel plan co-ordinator who will be responsible for monitoring the travel plan has been appointed and his contact details have been provided to the Council.
- 16.2 Not to Occupy the Residential Development unless a travel plan in respect of the Residential Development has been submitted to, and approved writing by, the Council PROVIDED THAT the travel plan shall include:
- (a) a programme for implementation;
 - (b) provision of welcome packs (containing public transport and cycling/walking information, bus/rail/tube services, maps and timetables) to the first Occupier of each Dwelling;
 - (c) details of arrangements with a car-club operator for the provision of car-club facilities on the Site for the duration of the Residential Development, unless otherwise agreed in writing by the Councils.
- 16.3 Not to Occupy the Residential Development otherwise than in accordance with the travel plan as approved pursuant to Paragraph 16.1 of this Schedule.
- 16.4 Not to Occupy the Non-Residential Development unless a travel plan in respect of the Non-Residential Development has been submitted to, and approved writing by, the Council PROVIDED THAT the travel plan shall be generally in accordance with 'Travel planning for new development in London' as published by TfL.
- 16.5 Not to Occupy the Non-Residential Development otherwise than in accordance with the travel plan as approved pursuant to Paragraph 16.4 of this Schedule.
- 17 CO² Emissions**
- 17.1 Not to Commence the Development unless a scheme identifying measures (within the Development) to reduce CO² emissions from renewable energy technology by up to six and a half percent (6.5%) has been submitted to, and approved in writing by, the Council.
- 17.2 Not to carry out the Development otherwise than in accordance with the scheme approved pursuant to Paragraph 17.1 of this Schedule.
- 17.3 Not to Occupy the Development unless and until the central energy centre (which forms part of the Development) has been completed and is operational pursuant to the Planning Permission.
- 18 Code for Sustainable Homes**

18.1 To construct the Dwellings to at least level 4 under the 'Code for Sustainable Homes'.

19 Lifetime Homes Standard/Wheelchair Access

19.1 No less than ten percent (10%) of the Dwellings shall be Wheelchair Accessible Units.

19.2 To ensure that the Dwellings are designed in accordance with 'Lifetime Homes Standards' with the exception of those Dwellings that are referred to in the Application as not being able to be compliant.

20 Waste Management and Recycling

20.1 Not to Commence the Development unless and until a scheme for the provision of refuse, waste storage and recycling within the Development has been submitted to, and approved in writing by, the Council.

20.2 Not to Occupy the Development otherwise than in accordance with the scheme approved pursuant to Paragraph 20.1 of this Schedule.

21 Community Engagement

21.1 No later than twelve (12) months after the Unconditional Date or three (3) months after the Council resolves to make a compulsory purchase order to facilitate the carrying out of the Development (whichever is the later), to submit a community engagement strategy to the Council for approval PROVIDED THAT such strategy shall demonstrate how the Developer will deal with the following matters:-

(a) regular diversity monitoring regarding the impact of the Development on affected third parties (in concert with the approved Baseline Study and updates to it);

(b) reporting on the engagement process and how representations from third party stakeholders will be taken into account; and

(c) any further mitigation measures (including a programme for implementation) that are identified as a result of the ongoing monitoring and are both necessary and directly related to the Development.

21.2 To implement the community engagement strategy as approved pursuant to Paragraph 21.1 together with any identified mitigation measures.

21.3 To provide the Council with an annual report containing details as to how the approved community engagement strategy has been implemented each year until the date which is twelve (12) months after Practical Completion.

22 Prohibited Uses

22.1 Unless otherwise agreed in writing by the Council, not to permit any part of the Non-Residential Development (excluding the Market and the New Market Area) to be used for the following purposes:-

(a) a hot food take-away (within use class A5 of the Use Classes Order);

(b) a betting shop (within use class A2 of the Use Classes Order); or

(c) a pay-day loan shop (within the class A2 of the Use Classes Order).

23 Monitoring Costs

23.1 To pay the Council's monitoring costs in the sum of eight thousand eight hundred and fifty pounds (£8,850) prior to the Commencement of the Development.

24 Temporary Market

24.1 Not to permanently close the Market (as part of the Development) unless and until the Temporary Market has been provided and is ready for occupation.

24.2 From the earlier of: (i) the Unconditional Date; and (ii) the Commencement of the Development, to work with the Local Authority to provide the Temporary Market PROVIDED THAT this obligation shall continue until the date which is either five (5) years from the Commencement of the Development or when the Temporary Market has been provided and is ready for occupation pursuant to Paragraph 24.1 of this Schedule (whichever is the earlier).

24.3 To appoint a market facilitator to work with the Traders in order to:-

- (a) identify a location for the Temporary Market with the borough of Haringey (or such other location as may be agreed in writing with the Council);
- (b) promote the interests of Spanish-speaking Traders in the Temporary Market;
- (c) provide appropriate business support and advice to all Traders with the objective of maximising the number of Traders who elect to return to the New Market Area;
- (d) assist Traders in continuing to trade from the Market for so long as it is open for trading purposes; and
- (e) assist individuals working at the Market to find suitable alternative employment in the event that they decide not to relocate to the Temporary Market and/or the New Market Area

PROVIDED THAT it is acknowledged that the Traders Financial Assistance Sum is being provided by way of a contribution towards the costs incurred by the Traders in relocating to the Temporary Market.

24.4 To offer each Trader:-

- (a) a stall in the Temporary Market; and
- (b) a three (3) month rent-free period in relation to his stall in the Temporary Market

PROVIDED THAT if a Trader declines to take a licence of a stall in the Temporary Market the Developer will be entitled to offer that stall to such other person as it shall determine (acting reasonably)

24.5 To provide the Council with a report every six (6) months specifying the measures that have been taken pursuant to Paragraph 24 of this Schedule PROVIDED THAT the first report shall be sent to the Council no later than twelve (12) months after the grant of the Planning Permission and this process shall continue until the sixth (6th) anniversary of the grant of the Planning Permission.

Schedule 5 – Council's Covenants

1 Use of Contributions

- 1.1 To use all sums received from the Developer pursuant to this Deed for the purposes for which they are paid as specified in this Deed.
- 1.2 To deposit all sums received from the Developer pursuant to this Deed into an interest bearing account.
- 1.3 Within twenty eight (28) days of receipt of a request in writing from the Developer to provide the Developer with an audit account as to how the sums received pursuant to this Deed have been spent.
- 1.4 To repay (together with all accrued interest) to the Developer any sums not expended within five (5) years of receipt pursuant to this Deed.

2 Amendment to the Traffic Management Order

- 2.1 To use all Reasonable Endeavours to amend the Traffic Management Order so as to remove the Development from those premises where residents may apply for a Resident Parking Permit as soon as reasonably practicable following receipt of the Traffic Management Order Amendment Contribution pursuant to this Deed.

3 Highway Agreement

- 3.1 To enter into all appropriate agreements under the 1980 Act, as envisaged or required in order to discharge the obligations contained within this Deed, as soon as reasonably possible subject to the costs of doing so being paid by the Developer.

4 Existing Residents and Businesses

- 4.1 To procure that the Housing Authority engages in direct dialogue with Tenants regarding their requirements and choices for alternative accommodation with the local area, where this is their preference.
- 4.2 To procure that the Housing Authority offers appropriate assistance to Private Tenants and owner-occupiers residing on the Site in relation to their requirements and choices for alternative accommodation within the local area, where this is their preference.
- 4.3 To procure that the Housing Authority briefs the Circle 33 Housing Trust with the objective of identifying suitable alternative accommodation for Tenants who are required to relocate as a result of the Development.

5 Trader's Release Sum

- 5.1 Immediately upon satisfaction of the Payment Conditions (or such earlier date as directed by the Developer in writing following the Closure Date), to pay the Release Sum to each Trader.

Schedule 6 – Considerate Contractors Scheme

1 Consideration

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

2 Environment

Noise from construction operations and all other sources will be kept to a minimum at all times. Consideration should be given to the selection and use of resources, using local resources wherever possible. Attention should be paid to waste management and the avoidance of pollution. Recycling of surplus materials is encouraged.

3 Cleanliness

The construction site will be kept clean and in good order at all times. Temporary safety barriers, lights and walling signs will be maintained in a clean and safe condition. Surplus materials and rubbish will not be allowed to accumulate on site or spill over onto the surrounding environment. Dust from construction operations shall be kept to a minimum.

4 Neighbourliness

General information regarding the Development will be provided for all neighbours affected by construction works. Full and regular communications with neighbours, including adjacent traders and businesses, regarding programming and on-site activities will be maintained from pre-start to completion.

5 Respect

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

6 Safety

Construction operations and site vehicle movements will be carried out with care and consideration for the safety of the generally public, traders, shoppers as well as site personnel. No building activity will be a security risk to others.

7 Responsibility

All Site personnel, specialist sub-contractors, drivers and any other persons working on the Site will understand and implement the obligations of this Considerate Contractors Scheme and will monitor their compliance with it.

8 Accountability

Posters will be displayed around the Site, giving names and telephone numbers of staff who can be contacted in response to issues raised by the general public, traders, shoppers and others affected by operations being carried out on the Site.

Schedule 7 – List of Traders and Corresponding Rateable Values of Existing Stalls

July 2012 (Supplied by Seven Sisters Market Operator)			
Unit	Tenant	Rateable Area sq ft	Rateable Value (£)
½	Maria L Osorio	1,350	5,100
3	Libia Victoria Alvarez Martinez	1,975	5,300
4/5/6	Lita Laura Kawajilgashi Alvarado	6,800	18,500
7/8	Mohsen Khanjary	3,600	9,200
9	TG Worldwide – Oscar Mora	2,250	6,100
10	RIA Financial Services – Marcela Gonzalez	2,500	6,000
11/12/60	Raymond Taiwo	1,950	8,400
13/14 & 19/20	Luis Fernando Esquerra	2,625	6,400
15	Mark LA. Samuels	650	1,675
16	Theresa Bremah	430	1,650
21/22	Lagu Sukumaran & Libia Victoria Alvarez martinez	1,125	2,900
23	Julian Andres Rodas and Viviana Rodriguez	600	1,675
24	Diego Fernando Millan & Duvan Villa	610	2,375
25	Santiago Castro Colorado	425	1,675
26	Albeiro Cobo Lopez	415	1,625
27/28	Yosef Yomtobian	860	3,350
29/30/31	Empty	2,000	5,000
32	Lillana Lovo Plazas	430	1,650
33/34	Jonathan Duque	1,075	3,300
35	Raul Mancera & Libia Victoria Alvarez Martinez	430	1,677
36	Jennifer Grigoropoulos & Marta de la Ossa	430	1,675
37/38	Libia Victoria Alvarez Martinez	1,425	3,650
39	Blanca Libia Fernandez	650	1,600

40	Monica Villa Fernandez	425	1,675
41	Blanca Libia Fernandez	675	1,650
42	Jaun Bautista Londono	700	1,725
43	Alejandro G.Gortazar	625	1,650
44	Sean Baker	625	1,700
45	Lina Maria Posade Duque	800	1,725
46/47	Clara Beatriz Londono	1,300	3,500
48/49/50/51	Marta de la Ossa and Matthew Stiles	1,675	8,100
52	Manuel Pelaez Grisales & Juan Daniel	640	3,050
53	Fabian Catano	530	2,325
54	Luis Jurado	425	2,450
55	Carlos Ghermac	425	2,450
56	Pedro H.Garzon Castillo	530	2,300
57	Mrs S P Nyerende	365	1,625
58	Mr T Williams	425	1,625
59	Ms. Udo Agomoh	425	1,625
Office	Jill Oakley	620	1,475
Total		47,085	144,300

Schedule 8 – Draft Heads of Terms for Market Lease and Plan of the New Market Area

- 1 **Landlord**
The Developer or its successor in title.
- 2 **Tenant**
The Market Operator.
- 3 **Premises**
The New Market Area shown for identification purposes cross hatched on the plan, comprising units 2 – 6 in the ground floor of the Development, with an intended area of 865 square metres or thereabouts.
- 4 **Term**
A minimum of 10 years.
- 5 **Rent**
The aggregate of current open market rent for individual units 2-6 assuming an open A1 (with ancillary A3) use and a ten year term otherwise subject to the usual assumptions and disregards.
- 6 **Fit out**
The unit is to be provided to shell condition, shop front and fitting out at the expense of the market operator.
- 7 **Rent free period**
A rent free period equivalent to normal market terms at the timing of the agreement.
- 8 **Rent Review**
The Rent will be reviewed on a similar basis in an upwards only direction every fifth year of the term to the higher of passing rent and open market rent. If the revised rent cannot be agreed the matter will be referred to an independent chartered surveyor with suitable experience for determination. The surveyor shall act as an Expert unless the parties agree otherwise and if the parties cannot agree on the appointment of the surveyor the surveyor shall be appointed by the President for the time being of RICS on the application of either party.
- 9 **Service Charge**
There will be a contribution (based on relative square footages) towards the service charge for the Development and the buildings within the Development on the same basis as applies to other commercial units within the Development. Service charge will include provisions for on-account payments on quarterly basis, recovery of management fees, a reasonable sinking/reserve fund and full recovery of all repair, maintenance and management costs.
- 10 **Insurance**

The Landlord will insure against normal and available insured risks and the Tenant will pay a proportion (based on relative square footages) of the cost of effecting such insurance including regular revaluations. The Landlord will covenant to lay out the proceeds following damage by an insured risk in reinstating the Premises. Following damage by insured risk the Rent will be suspended until the Premises have been reinstated. If the Premises have not been reinstated within four years following the date of damage or destruction by insured risks then either the Landlord or the Tenant may terminate the lease. Additionally, the Landlord may terminate following damage or destruction of the Premises where the Landlord, for good commercial or estate management reasons, does not want to reinstate the Premises.

11 Tenant's Covenants

Payment of Rent and Outgoings

- 11.1 To be paid on the usual quarter days or (in the case of outgoings on demand) without deduction or set off.

Interest on arrears

- 11.2 In respect of payments more than five days late; interest rate to be 4% over Royal Bank of Scotland plc base rate.

Repairs

- 11.3 An effectively full repairing obligation on the Tenant, excluding damage by insured risks save where policy moneys are withheld as a result of the Tenant's act or default. Structural and external works will be undertaken by the Landlord and recovered by way of the service charge and then the Tenant will be responsible for internal repairs and works to shop fronts.

Users

- 11.4 Limited to that of an indoor market within Class A1 use (with ancillary A3).

Servicing

- 11.5 Deliveries will not be permitted between 8pm and 7am each day.

Trading

- 11.6 The unit will not trade for more than six hours on a Sunday.

Alienation

- 11.7 The Tenant may:

(a) Not assign part

(b) Assign the whole, with Landlord's consent not unreasonably to be withheld, subject to provision of an authorised guarantee agreement and (where reasonably required by the Landlord) additional guarantees and/or security. As a precondition to assignment, the Tenant will offer to surrender the lease to have Landlord and the Landlord will have a period of 30 working days within which to elect whether or not to accept such surrender. If the Landlord elects not to accept such surrender, the assignment may, subject to satisfying the various conditions in the lease and Landlord's consent, proceed within a period of 6 months following the Landlord declining the offer of surrender;

- (c) Not underlet, either in whole or part, but may grant licences to market traders in a form approved by the Landlord subject to no security of tenure arising.

Alterations

The Tenant will be entitled to make internal, non-structural alterations with Landlord's consent, not unreasonably to be withheld but may not make any structural or external alterations. The erection, alteration or removal of internal demountable partitioning may be carried out without Landlord's consent.

Reinstatement

At the end of the Term the Tenant will remove all alterations, fixtures and fittings and hand the Premises back as cleared open floor space otherwise in accordance with the covenants in the lease.

Statutory Compliance

The Tenant will comply with all statutory obligations relating to the Premises and their uses.

Indemnity

The Tenant will give an indemnity in respect of breach of Tenant's covenants.

12 **Usage Covenants**

The lease will contain covenants and restrictions binding on the Tenant to ensure that:

- (a) The market is operated in a reasonable and commercial manner and in compliance with then current best practice;
- (b) Proper ventilation is in place and properly operated in respect of any market uses generating fumes, smoke or smells, including the preparation of hot food;
- (c) All litter generated within or outside the market area to be cleared up on a daily basis (and more frequently where required by the Landlord by and at the cost of the Tenant);
- (d) No noise or disturbance or nuisance to be caused to adjoining retail units or the residential units forming part of the Development;
- (e) Property controls to be in place to ensure that no illegal activities, consumption of illegal or illicit substances;
- (f) No storage of inflammable or dangers or illegal materials.

13 **Landlord's Covenants**

Quite Enjoyment

- 13.1 The usual Landlord's covenant for quiet enjoyment

Services

- 13.2 An obligation on the Landlord to use reasonable endeavours to provide the building services subject to the Service Charge but the Landlord shall not be liable to perform services if it is prevented from doing so as a result of causes beyond its control

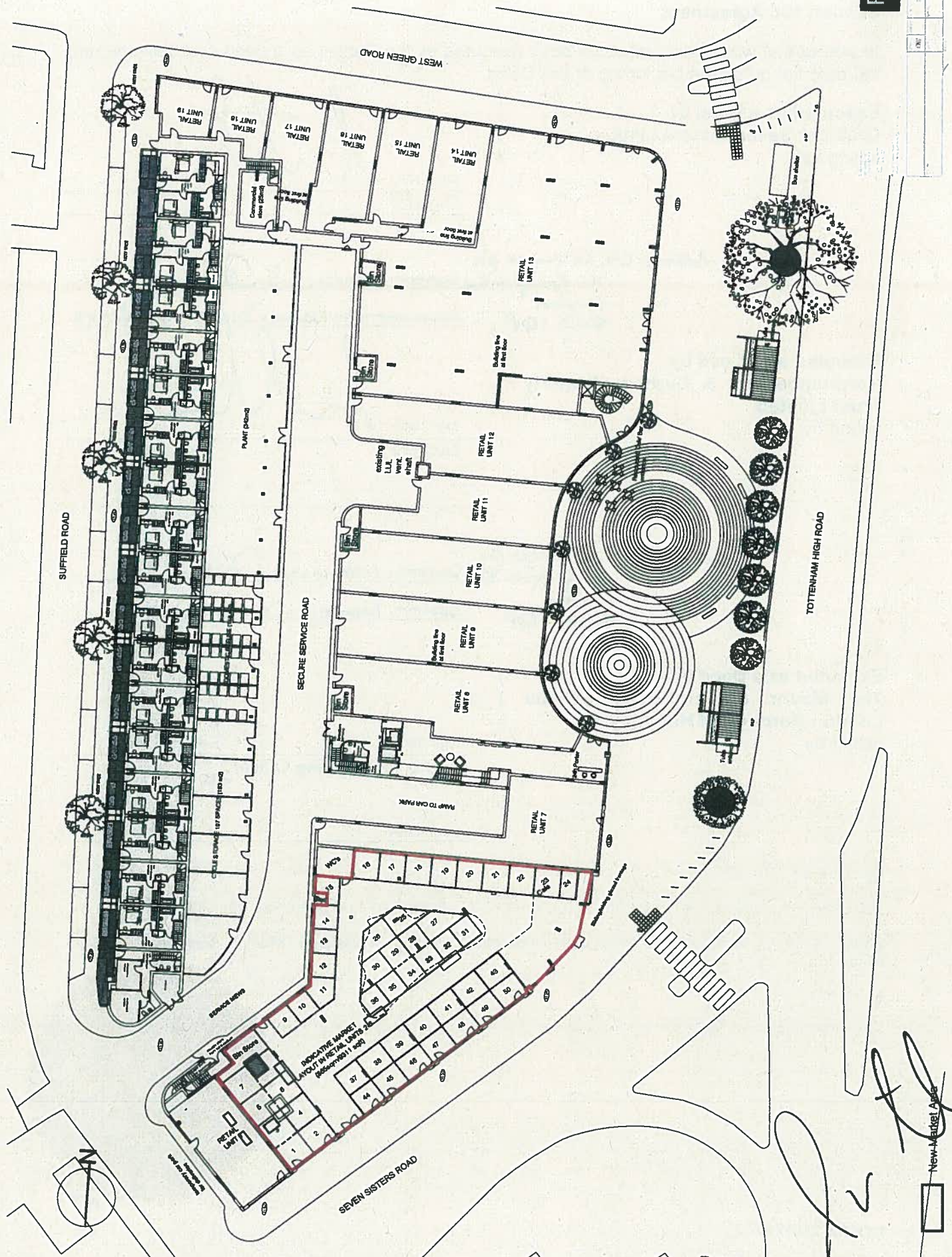
Forfeiture

13.3 The usual provision for forfeiture on non-payment of Rent, breach of covenant or an insolvency event occurring in relation to the Tenant or any guarantor

14 **Security of Tenure**

In order to preserve the precondition to Alienation relating to surrender, the lease will be contracted out of the Landlord and Tenant Act 1954

DATE	2001.11	SCALE	1:100
NO.			



285 M. O. *[Signature]*

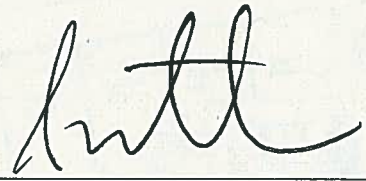
New Market Lane

Execution page

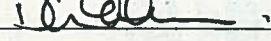
Section 106 Agreement

In witness of which this Deed has been executed by the Parties as a deed and delivered on the date set out at the beginning of this Deed.

Executed as a Deed by)
Grainger Seven Sisters Limited)
acting by:)

sign here: 
Director

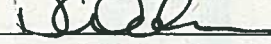
Address C/o: Grainger plc
161 Brompton Rd
London
SW3 1QP

sign here Witness: 
Director/Secretary Name: David Walters

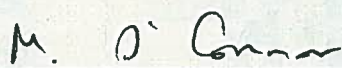
Executed as a Deed by)
Northumberland & Durham Property)
Trust Limited)
acting by:)

sign here: 
Director

Address C/o: Grainger plc
161 Brompton Rd
London
SW3 1QP

sign here Witness: 
Director Name: David Walters

Executed as a Deed by)
The Mayor & Burgesses of the)
London Borough of Haringey)
acting by:)

sign here: 
Authorised Sealing Officer 285

print name: _____

Ref GINBEYI/1107650

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