



Dated

2026

CHASE (CANADA) LIMITED

and

CLOSE BROTHERS LIMITED

in favour of

HERTSMERE BOROUGH COUNCIL

and

HERTFORDSHIRE COUNTY COUNCIL

**PLANNING OBLIGATION BY WAY OF UNILATERAL
UNDERTAKING UNDER SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990 (AS AMENDED)
RELATING TO THE FORMER CANADA LIFE SITE, HIGH
STREET, POTTERS BAR**

Collyer Bristow LLP
5th Floor, LDN:W
3 Noble Street
London EC2V 7EE
RAM/74648.156

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DEED made the day of two thousand and twenty-six between

- (1) **CHASE (CANADA) LIMITED** (company registration No. 16266299) whose registered office is at Jasmine House, 8 Parkway, Welwyn Garden City AL8 6HG (hereinafter referred to as the **Owner**) of the first part; and
- (2) **CLOSE BROTHERS LIMITED** (company registration No. 00195626) whose registered office is at 10 Crown Place, London, EC2A 4FT (hereinafter referred to as the Chargee) of the second part

in favour of:

- (3) **HERTSMERE BOROUGH COUNCIL** of Civic Offices, Elstree Way, Borehamwood, WD6 1WA (hereinafter referred to as the **Council**); and
- (4) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford, SG13 8DQ (hereinafter referred to as the **County Council**).

Recitals

- a) For the purposes of the 1990 Act, the Council and the County Council are the local planning authorities for the area within which the Land is located and the authorities who are entitled to enforce the obligations contained in this deed.
- b) The County Council is also the local highway authority for the area in which the Land is located.
- c) The Owner is entitled to be registered at HM Land Registry as proprietor of the Land.
- d) The Chargee is entitled to be registered as proprietor of a charge dated 29 May 2026 and has agreed to enter into this deed to give its consent to the terms of the unilateral undertaking.
- e) The Owner has made the Planning Application to the Secretary of State pursuant to section 62A of the 1990 Act and is proposing to carry out the Development.
- f) In order to satisfy the tests in Regulation 122 (2) of the Community Infrastructure Levy Regulations 2010 all of the parties are satisfied that the planning obligations contained in this deed are necessary to make the Development acceptable in planning terms are directly related to the Development and fairly and reasonably relate in scale and kind to the Development.
- g) The Owner is willing to give an undertaking to perform the obligations set out in this deed in order to facilitate the grant of planning permission by ensuring that the Council and the County Council can regulate the Development by securing the benefits contained in this undertaking.

- h) The Owner consents to the covenants in this deed and agrees that its interest in the Land shall be bound by them.

1. INTERPRETATION

1.1 Definitions:

"the 1972 Act"	means the Local Government Act 1972
"the 1980 Act"	means the Highway Act 1980
"the 1990 Act"	means the Town & Country Planning Act 1990
"the 1999 Act"	means the Contracts (Rights of Third Parties) Act 1999
"the 2011 Act"	means the Localism Act 2011
"Affordable Housing"	means subsidised housing within the definition of affordable housing contained in Annex 2 of the NPPF that will be available to persons who cannot afford to buy or rent housing generally available on the open market
"Application Stage Viability Appraisal"	means the financial viability appraisal dated [], titled [] and prepared by [] that is an independent assessment by the Council of the applicant's viability analysis
"Breakeven Build Costs"	[]
"Breakeven GDV"	[]
"Build Costs"	means the build costs comprising construction of the Development supported by evidence of these costs to the Council's reasonable satisfaction including but not limited to: (a) details of payments made or agreed to be paid in the relevant building contract; (b) receipted invoices; (c) costs certified by the Owner's quantity surveyor, costs consultant or agent; (d) costs of S106 planning obligations and CIL charges; and (e) in respect of estimated build costs, any contingency on costs allowance; but for the avoidance of doubt actual and estimated build costs exclude: (i) design, professional, finance, legal and marketing costs; and

(ii) all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and

(iii) any costs arising from Fraudulent Transactions;

(f) and in respect of actual build costs, these should also exclude any contingency on costs allowance.

“CIL Regulations” means the Community Infrastructure Levy Regulations 2010 as amended

“Council Monitoring Fee” means the sum of £[] ([]) (Index Linked) towards the Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform pursuant to the terms of this deed.

“County Council Monitoring Fee” means of the sum of [] Pounds (£[]) (Index Linked) towards the County Council's reasonable and proper administration costs of monitoring the performance of the planning obligations that the Owner is required to observe and perform to the County Council pursuant to the terms of this deed

“the Development” means the works authorised by the Permission

“Disposal” means the sale of the freehold or the grant of a long leasehold interest in a Dwelling or the Full Development or part thereof and "Dispose", "Disposes", "Disposals" and "Disposed" shall be construed accordingly.

“Dwelling(s)” means the 293 units of residential accommodation to be provided as part of the Development

“External Consultant” means an independent external consultant(s) appointed by the Council to assess the development viability information as part of the Viability Review process

“Fraudulent Transaction” means:

(a) a transaction the purpose or effect of which is to artificially reduce the Viability Review actual GDV and/or artificially increase the Viability Review actual Build Costs; or

(b) a Disposal that is not an arm's length third party bona fide transaction

“GDV” means the gross development value of the Development being all of the revenues received or estimated to be received by the Owner in connection with all parts of the

Development including but not limited to the rental value of any units to be rented out which are capitalised being a yield, car parking spaces and any rents generated by any other use, all circumstances being 'normal' when rented to a willing purchaser on the open market and including all Public Subsidy and consistent with those elements reviewed at the Planning Application stage (if applicable) supported by evidence to the Council's reasonable satisfaction

"Highway Works"

means the works identified on plan 1033.0005-0005 rev P01

"Implementation"

mean the implementation of the Permission by the carrying out of any material operation (as defined by s. 56 of the 1990 Act) pursuant to the Permission PROVIDED ALWAYS for the purposes of this deed Implementation shall exclude:

- a. Land survey
- b. ecological survey
- c. archaeological survey
- d. remediation
- e. erection of fences or hoardings in association with securing the Land
- f. investigations of ground conditions
- g. remedial works in respect of construction or other adverse ground conditions
- h. Land access formation works
- i. demolition
- j. site clearance
- k. the erection of temporary buildings or structures associated with the Development;
- l. the laying, removal or diversion of services
- m. the provision of construction compounds
- n. the temporary display of site notices or advertisements or
- o. piling works

and Implement and Implemented shall mutatis mutandis be construed accordingly

"Implementation Date"	means the date specified by the Owner to the Council in a written notice served upon the Council as the date upon which the development authorized by the Permission is to be commenced or if no such notice is served the date of Implementation
"Index"	mean the Index of Retail Prices compiled and published by His Majesty's Government from time to time
"Index-Linked"	means that the sum shall be changed by an amount equal to the change in the Index
"Land"	means: i. 2 to 28 (even numbers) High Street and land at the back, St Mary's Vicarage and Garages at the back of 1 to 7 Princes Parade, Potters Bar registered at the Land Registry under title number HD41294; ii. 30-32 High Street, Potters Bar, Hertfordshire, EN6 5AF registered at the Land Registry under title number HD284769; iii. 1-7 Princes Parade, High Street, Potters Bar, EN6 5AE registered at the Land Registry under title number HD97989 but does not include the land edged green on the filed plan; iv. the land coloured green on the plan to HD41294; shown edged red on the Plan
"Management Company"	means a private limited company established to provide the ongoing management and maintenance of the Public Open Space within the Development
"NPPF"	the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government and dated December 2024
"Occupation"	means occupation of a building constructed as part of the Development of the Land for the purposes permitted by the Permission and shall not include day time occupation by personnel involved in the construction of the buildings the use of finished buildings for sales purposes for use as temporary offices or for the storage of plant and material and "Occupy" "Occupied" and "Occupier" shall be construed accordingly

"Offsite Contribution"	Playspace	means a contribution paid to the Council in accordance with Part 3 of Schedule 2 of this deed in such amount as identified by the Planning Inspector in his or her consideration of the Application as required to address a need arising out of the Development to be put towards the provision of [
		] facility or facilities in Potters Bar as the Council may in its discretion decide
"the Permission"		means the planning permission granted pursuant to the Planning Application
"Plan"		means the plan with reference PB-AFK-XX-00-DR-A-01000 Rev P02 showing the Land at Schedule 1
"the Planning Application"		means the application made by the Owner to the Planning Inspectorate (acting on behalf of the Secretary of State) under reference number [] for partial demolition of existing buildings (with retention of existing two-storey car park and substation) and redevelopment of the site to provide a mixed-use development comprising 293 residential apartments (Class C3) and flexible commercial floorspace (Class E) across 4 Blocks and associated internal roads, parking, drainage, landscaping, amenity space and associated works
"Public Open Space"		means the land within the Development to be provided in accordance with the Permission landscaped and made available for the public in accordance with Schedule 2, Part 2 of this deed which is shown edged blue on plan PB-AFK-XX-ZZ-DR-A-20800 rev P00
"Public Subsidy"		means any funding from the Council together with any additional public subsidy secured by the Owner to support the delivery of the Development
"Residential Travel Plan"		means the travel plan including arrangements for the car club in respect of the Dwellings as approved pursuant to the Planning Permission
"Residential Travel Plan Monitoring Fee"		means the sum of six thousand pounds (£6,000) Index Linked
"Secretary of State"		means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
"Viability Expert"		means an independent and suitable person holding appropriate professional qualifications appointed by the Owner (and subject of the prior written approval by the Council) to undertake the Viability Review of viability of the Development.
"Viability Review"		means a review and assessment to be undertaken by a Viability Expert which shall provide documentary evidence to the Council regarding the calculation of any sum which

following consideration of the viability information prepared following the Viability Review Date by or on behalf of the Owner to be reviewed by the External Consultant in accordance with Part 1 of Schedule 2 should be payable by the Owner to the Council towards Affordable Housing within the Hertsmere Borough in order to provide a policy compliant scheme

"Viability Contribution"	Review	means a financial contribution for the provision of off-site Affordable Housing within the administrative area of the Council subject to the Viability Review Contribution Cap and calculated in accordance with the formula at paragraph 2.2 of Part 1 of Schedule 2
"Viability Contribution Cap"	Review	means the cap on the Viability Review Contribution referred to at paragraph 2.3 of Part 1 of Schedule 2
"Viability Review Date"		means the date on which 60 per cent of the Dwellings within the Development have been Disposed unless otherwise agreed by the Council in writing
"Working Days"		shall mean any day from Monday to Friday inclusive which is not Christmas Day Good Friday a statutory bank holiday or a day between Christmas Day and New Year's Day

1.2 In this deed:

- (a) references to any statute or statutory provision include references to:
 - (i) all Acts of Parliament and all other legislation having legal effect in the United Kingdom as enacted at the date of this deed as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - (ii) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- (b) references to the Land include any part of it;
- (c) references to any party in this deed include the successors in title of that party. In addition, references to the Council and the County Council include any successor local planning authority exercising planning powers under the 1990 Act;
- (d) "including" means "including, without limitation";
- (e) words importing the singular meaning include the plural meaning and vice versa;
- (f) words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, other corporate bodies, firms or legal entities and all such words shall be construed interchangeably in that manner;

- (g) any covenant by the Owner not to do any act or thing includes a covenant not to knowingly permit or allow the doing of that act or thing.

2. ENABLING POWERS AND OBLIGATIONS

- 2.1** This deed is entered into pursuant to section 106 of the 1990 Act section 111 of the 1972 Act and section 1 of the 2011 Act to the intent that it shall bind the Owner and its successors in title and assigns and the persons claiming under or through it subject to Clause 8.4 of this deed.
- 2.2** Such of the covenants contained herein as are capable of being planning obligations within the meaning of section 106 of the 1990 Act are declared to be planning obligations and as such are enforceable by the Council and the County Council as local planning authorities against the Owner.
- 2.3** No person shall be liable for a breach of a covenant, obligation or restriction relating to any part of the Land in which it has no interest at the date of the breach but without prejudice to liability for any breach occurring at a time when the party held an interest in the relevant part of the Land.

3. OBLIGATIONS UNDERTAKEN BY THE OWNER

- 3.1** With the intent that the Land shall be subject to the obligations and restrictions contained in this deed for the purpose of restricting or regulating the Development and use of the Land so that the provisions of this deed shall be enforceable against the Owner and its successors in title the Owner covenants with the Council and the County Council to:
- 3.1.1 observe and comply with the obligations contained in this deed and to the Schedules of this deed;
- 3.1.2 pay to the County Council its reasonable legal fees associated with the drafting negotiating and completion of this deed before completion; and
- 3.1.3 pay the Council its reasonable legal fees associated with the drafting negotiating and completion of this deed before completion.
- 3.2** The liability of the Owner under this deed shall cease once it has parted with its interest in the Land or any relevant part thereof (in which event the obligations of the Owner under this deed shall cease only in relation to that part or those parts of the Land which is or are transferred by it) but not so as to release them from liability for any breaches hereof arising prior to the transfer.

4. CONDITIONALITY

- 4.1** Subject to Clause 4.2, this deed will take effect on delivery.
- 4.2** Other than the obligations in Clauses 3.1.2 and 3.1.3, the planning obligations are conditional on, and will not take effect until, the grant of the Permission.
- 4.3** In the event that the Permission is unlawfully Implemented any such payments made to the Council and the County Council shall be under no obligation to be returned.

5. NOTICE OF IMPLEMENTATION

- 5.1** The Owner will give the Council not less than 20 Working Days' notice of its intention to Implement the Permission specifying the intended Implementation Date.

- 5.2 Forthwith upon Implementation the Owner will give the Council notice of Implementation.

6. CONSENT OF CHARGE

The Chargee acknowledges and declares that this deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this deed and that the security of the Chargee over the Land shall take effect subject to this deed PROVIDED THAT the Chargee and any future chargee of the Land shall have no liability under this deed unless it itself caused the breach of the deed whilst mortgagee in possession, in which case it too will be bound by the obligations as if it were a person deriving title in the Land from the Owner. Neither the Chargee nor any future Mortgagee of the Land shall in any circumstances be liable for any pre-existing breach. Neither the Chargee nor any future Mortgagee of the Land shall have any liability after they have discharged the security or disposed of the Land which is subject to their security, whether by sale or otherwise.

7. PROVISOS AND INTERPRETATION

- 7.1 No provision of this deed shall be interpreted so as to affect contrary to law the rights powers duties and obligations of the Council in the exercise of any of its statutory functions or otherwise.
- 7.2 If any provision of this deed shall be held to be unlawful or unenforceable in whole or in part under any enactment or rule of law such provision shall to that extent be deemed not to form part of this deed and the enforceability of the remainder of this deed shall not be affected.
- 7.3 No waiver (whether express or implied) by the Council or the County Council of any breach or default in performing or observing any of the obligations covenants or terms and conditions of this deed shall constitute a continuing waiver and no such waiver shall prevent the Council or the County Council from enforcing any of the said obligations covenants or terms and conditions or from acting upon any subsequent breach or default.
- 7.4 The headings in this deed do not affect its interpretation.
- 7.5 Unless the context otherwise requires references to sub-clauses clauses and schedules are to sub-clause clauses and schedules of this deed.

8. AGREEMENTS AND DECLARATIONS

- 8.1 The obligations contained in Schedules 2, 3 and 4 shall take effect only upon the Implementation Date (save where expressly stated to the contrary in Schedules 2, 3 and 4) and in the event that the Permission is not implemented and expires the obligations contained in Schedules 2, 3 and 4 shall absolutely cease and determine without further obligation upon the Owner or their successors in title SAVE FOR those obligations or covenants that have been performed discharged or otherwise satisfied.
- 8.2 The obligations contained in Schedules 2, 3 and 4 shall absolutely cease and determine without further obligation upon the Owner or its successors in title if the Permission is revoked, quashed, is modified without the consent of the Owner expires or if a separate planning permission is subsequently granted and implemented which is incompatible with the Permission SAVE FOR those obligations or covenants that have been performed discharged or otherwise satisfied.

- 8.3 Nothing in this deed shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Permission).
- 8.4 The obligations under this deed shall not be enforceable against
- 8.4.1 persons who purchase or take leases of the Housing Units (or their successors in title chargees mortgagees or receivers); nor
- 8.4.2 any statutory undertaker/utility provider which acquires any part of the Land or an interest in it for the purposes of its statutory function.
- 8.5 This deed constitutes a Local Land Charge and shall be registered as such by the Council provided that the Council will upon the happening of any of the eventualities referred to in clauses 8.1 and 8.2 or upon the determination of this deed howsoever determined procure the removal of any entry made on the Local Land Charges Register in respect of or related to this deed.
- 8.6 If the Secretary of State or the Planning Inspector, in its Decision Letter, concludes that any of the planning obligations set out in the deed are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Planning Application then the relevant obligation shall, from the date of the decision letter, cease to have effect and the Owner shall be under no obligation to comply with them.

9. SECTION 73 APPLICATIONS

- 9.1 In the event that any new planning permission(s) is granted pursuant to Section 73 of the 1990 Act (as amended) and unless otherwise agreed by the Council and the County Council, with effect from the date that any new planning permission(s) is granted pursuant to Section 73 of the 1990 Act (as amended):

9.1.1 the obligations contained in this deed shall (in addition to continuing to bind the Land in respect of the Planning Permission), relate to and bind all subsequent planning permission(s) in respect of the Land granted pursuant to Section 73 of the 1990 Act (as amended) and the Land itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the 1990 Act; and

9.1.2 the definitions of Application, Development and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the planning permission granted thereunder and the development permitted by such subsequent planning permission(s),

provided nothing in this clause shall fetter the discretion of the Council or the County Council in determining the appropriate nature and/or quantum of Section 106 obligations in so far as they are materially different from those contained in this deed and required pursuant to a determination under Section 73 of the 1990 whether by way of a new deed or supplemental deed pursuant to Section 106A of the 1990 Act.

10. EXCLUSION OF THE 1999 ACT

For the purposes of the 1999 Act nothing in this deed shall confer on any third party any right to enforce or any benefit of any term of this deed.

11. NOTICES

- 11.1 Any notices required to be served on or any document to be supplied or submitted to any of the parties hereto shall be sent or delivered to the address stated in this deed as the address for the receiving party or such other address as shall from time to time be notified by a party to this deed as an address at which service of notices shall be accepted or (in the case of a limited company) at its registered office
- 11.2 Any notices to be served or documents to be supplied or submitted or applications for approval under the terms of this deed to be made which are addressed
- 11.2.1 to the Council shall be addressed to the Head of Planning Development, Hertsmere Borough Council, Civic Offices, Elstree Way, Borehamwood WD6 1WA;
- 11.2.2 for the County Council marked for the attention of the Director of Law and Governance, Hertfordshire County Council, County Hall, Pegs Lane, Hertford SG13 8DQ; and
- 11.2.3 to the Owner shall be addressed to the Directors, Jasmine House, 8 Parkway, Welwyn Garden City.

12. COSTS AND MONITORING FEES

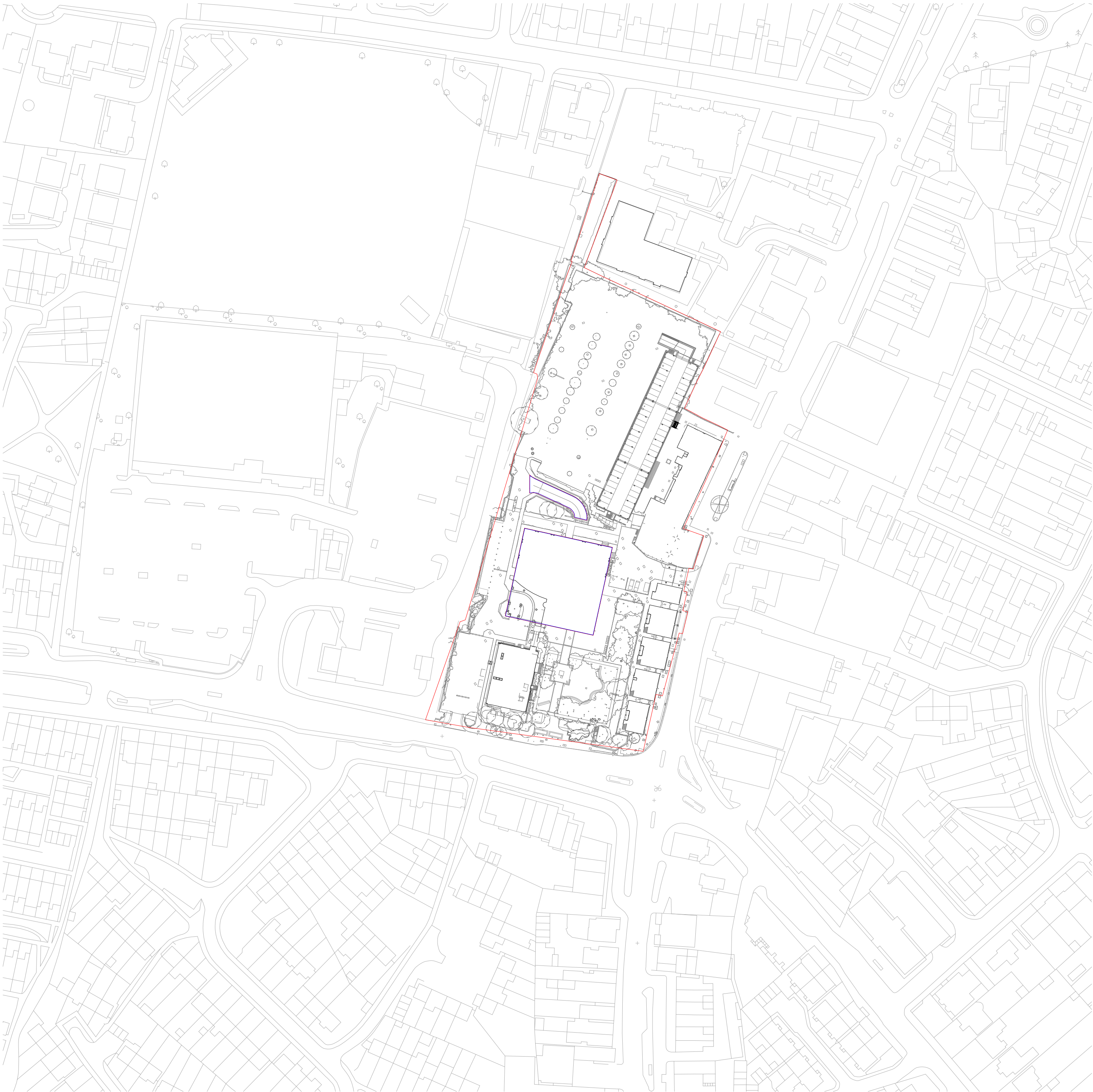
- 12.1 The Owner covenants to pay prior to or upon completion of this deed to the Council its reasonable and proper costs in connection with the preparation, negotiation and completion of this deed in the sum of £[] (no VAT) and to the County Council its reasonable and proper costs in connection with the preparation, negotiation and completion of this deed in the sum of £[] (no VAT).
- 12.2 Upon Implementation the Owner will pay the Council Monitoring Fee to the Council.
- 12.3 Prior to Implementation the Owner will pay the County Council Monitoring Fee to the County Council.
- 12.4 The Owner agrees not to be reimbursed in the event that the Council Monitoring Fee and/or the County Council Monitoring Fee is not expended by the Council and or the County Council.

13. JURISDICTION

This deed is to be governed by and interpreted in accordance with the law of England and Wales; and the courts of England are to have exclusive jurisdiction in relation to any disputes between the parties arising out of or related to this deed.

IN WITNESS WHEREOF the parties hereto have executed this deed as a deed and it is delivered on the day and year before written

SCHEDULE 1
PLAN – THE LAND



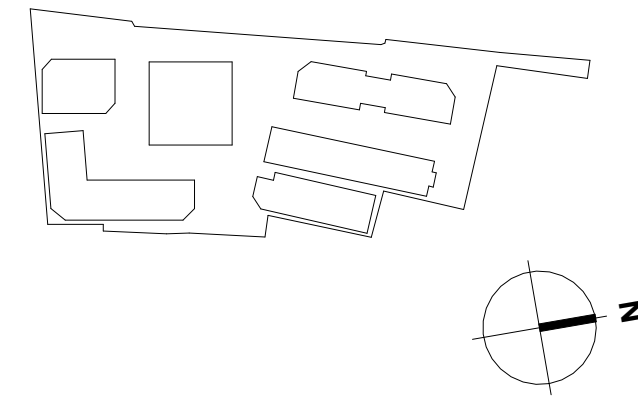
This drawing is COPYRIGHT and shall remain the property of: **ARNEY FENDER KATSAIDIS**.
All rights reserved, including but not limited to The Copyright, Design and Patents Act 1988.
Do not scale from this drawing.

NOTES

Check and verify all dimensions prior to commencement of work.
This drawing shall be read in conjunction with all other contract documents including those by other consultants, and including specifications. Seek clarification of inconsistencies / conflicts.
Figured dimensions shall take precedence to scaled dimensions.

P02	29.06.2026	Planning Issue	JW	AK
P01	26.06.2026	Planning Issue	JW	AK
P00	30.07.2025	FIRST ISSUE	JR	AK
REV	CONTRACT	DESCRIPTION	ISSUED BY	CHECK BY

LOCATION PLAN



ARCHITECTS

44-46 Scrutton Street
London
EC2A 4HH
London / Melbourne /
Sydney
Tel +44 20 3772 7320
Web www.afkstudios.com



PLANNING CONSULTANT
Barker Parry
33 Bancroft
Hitchin / SG5 1LA

LANDSCAPE
MRG Studio
70 St John Street
London / EC1M 4DT

CLIENT:



PROJECT

Potters Bar High Street
Canada Life Place, High Street
Potters Bar, EN6 5BA

DRAWING TITLE

Site Location Plan

PROJECT No.	STATUS
44261	For Planning

DRAWN	CHECKED	SCALE
JR	AK	1 : 1250 @ A1

DRAWING No.	REVISION
PB-AFK-XX-00-DR-A-01000	P02



SCHEDULE 2

OBLIGATIONS TO THE COUNCIL

PART 1

AFFORDABLE HOUSING VIABILITY REVIEW

1. The Owner covenants with the Council as follows:
 - 1.1 no later than the date on which the [] Dwelling within the Development is Disposed to submit to the Council a Viability Review in accordance with the provisions of paragraph 2 of this Schedule for the Council's assessment;
 - 1.2 not to permit the Disposal and Occupation of the [] Dwelling or more than []% of the total number of Dwellings within the Development until the Viability Review has been submitted to and assessed by the Council or an External Consultant appointed by the Council and until the Viability Review has been agreed in writing by the Council following assessment of the same;
 - 1.3 to pay to the Council the costs which are reasonably and properly incurred by the Council in assessing the Viability Review including those of any External Consultant employed by the Council to undertake assessment of the Viability Review such payment to be made no later than twenty (20) Working Days from a written request for payment being made by the Council;
 - 1.4 to provide the Council and its External Consultant where appropriate with any information reasonably requested and required by the Council or its External Consultant for inclusion in the Viability Review including (but for which this is not an exhaustive list and may be subject to change by the Council acting reasonably) expended and estimated Build Costs, exchanged sale contracts evidencing the sold unit values and actual Build Costs expended and to be expended and certificated by an independent Chartered Quantity Surveyor;
 - 1.5 not to act or do anything contrary to the requirements of the Viability Review agreed in writing by the Council and to adhere to the requirements of the Council following its consideration and assessment of the Viability Review;
 - 1.6 if the Council or the External Consultant has determined that a Viability Review Contribution is payable to pay the Viability Review Contribution to the Council no later than twenty (20) Working Days from demand for payment of the same being made by the Council following determination by the Council that a Viability Review Contribution is payable to the Council after assessment of the Viability Review and not to permit the Disposal and Occupation of the [] Dwelling or more than []% of the total number of Dwellings within the Development until the Council has received the Viability Review Contribution.
2. In relation to the viability review:
 - 2.1 The Owner will provide to the Council the gross development value ("GDV") which shall be the end value of the completed Dwellings together with any such additional information as the Council may reasonably require, so as to ascertain the GDV of the Development as a whole.
 - 2.2 The calculation of the Viability Review Contribution will be produced by the Owner under which there shall be full and frank disclosure of all relevant information. The

calculation to be used for the purposes of the Viability Review in order to ascertain what if any Viability Review Contribution is to be paid shall be calculated by using the following formula:-

X= Viability Review Contribution

$$X = (((A+B)-C) - ((D+E)-F) - P) - Z \times 0.6$$

A=GDV achieved on Dwellings and other parts of the Development sold/let and other income receipts

B= estimated GDV for parts of the Development that are yet to be sold/let and other income sources

C= GDV determined as part of the assessment of viability at the time planning permission was granted = £[]

D= actual Build Costs incurred at the time of review

E= estimated Build Costs for remainder of the Development

F= Build Costs determined as part of the assessment of viability at the time planning permission was granted = £[]

P= (A+B-C)* Y; developer profit on change in GDV

Y= developer profit as a percentage of []% of GDV as determined at the time planning permission was granted (%)

Z = Application Stage Deficit of []

Notes:

(A+B)-C=The change in GDV from the grant of planning permission to the Viability Review

(D+E) -F = The change in build costs from the grant of planning permission to the Viability Review

P= developer profit on change in GDV

0.6=Any surplus profit, after deducting the developer profit (P), will be shared between the Council as Local Planning Authority and the developer with 60% used for additional affordable housing, up to the Viability Review Contribution Cap.

Z = deficit of [] identified within Application Stage Viability Appraisal

2.3 The Viability Review Contribution shall be subject to a cap (the "Viability Review Contribution Cap") which shall be calculated in accordance with the methodology set out at [], reflecting a []% margin on the market housing GDV and []% on affordable GDV.

PART 2
PUBLIC OPEN SPACE

1. The Owner shall set up a Management Company to maintain and provide public access to the Public Open Space in perpetuity the arrangements before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission.

PART 3
OFFSITE PLAYSPACE CONTRIBUTION

The Owner shall pay the Offsite Playspace Contribution to the Council on or before the Occupation of the first (1st) Housing Unit constructed in accordance with the Permission.

SCHEDULE 3
HIGHWAY OBLIGATIONS TO THE COUNTY COUNCIL

1. The Owner hereby covenants with the County Council so as to bind its interest in the Land:
 - 1.1 Not to Occupy or permit Occupation of the Development until the engineering details of the Highways Works have been approved by the County Council.
 - 1.2 Following approval by the County Council to enter into a Section 278 Agreement and to carry out and complete the Highways Works in accordance with the Section 278 Agreement.
 - 1.3 Not to Occupy or permit Occupation of any part of the Development until such time as the Highways Works have been completed by the Owner to the satisfaction of the County Council as evidenced by the issue of a certificate of completion by the Director of Environment and Infrastructure in respect of the Highways Works in accordance with the Section 278 Agreement.

SCHEDULE 4

TRAVEL PLAN

The Owner covenants with the County Council as follows:-

1. To pay to the County Council the Residential Travel Plan Monitoring Fee ON CONDITION that it is used by the County Council towards monitoring compliance with the Residential Travel Plan; and
2. To pay to the County Council the Residential Travel Plan Monitoring Fee prior to Implementation of the Development.

SIGNED AS A DEED BY CHASE (CANADA) LIMITED

Director
in the presence of:

Witness

Witness name:

Witness address:

Witness occupation:

Executed by **Close Brothers Limited** as a deed pursuant to a Power of Attorney dated 19 February 2025 (filed at Land Registry Head Office under reference CAS/Close Brothers Limited/2025 pursuant to a facility letter dated 4 March 2025)

.....

Authorised Signatory
.....
(Print full name & abbreviated job title)
title)

Witnessed by
.....

Name of Witness
10 Crown Place, London EC2A 4FT

.....
Authorised Signatory
.....
(Print full name and abbreviated job
title)

Witnessed by
.....

Name of Witness
10 Crown Place, London EC2A 4FT

Annexures

Plan 1 Public Open Space Plan PB-AFK-XX-ZZ-DR-A-20800 Rev P00



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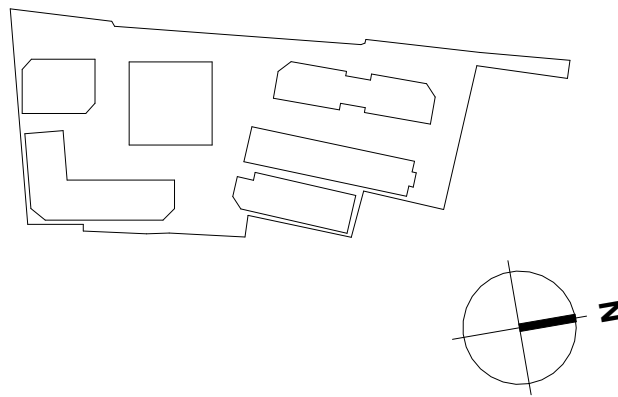
NOTES

Check and verify all dimensions prior to commencement of work.
This drawing shall be read in conjunction with all other contract documents including those by other consultants, and including specifications. Seek clarification of inconsistencies / conflicts.
Figured dimensions shall take precedence to scaled dimensions.

- Public Open Space
- Car Club Space

P00	15.07.2025	Planning Issue	JW	AK	CHECK BY
REV	00MMYY	DESCRIPTION	ISSUED BY		

LOCATION PLAN



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PROJECT
Potters Bar High Street
Canada Life Place, High Street
Potters Bar, EN6 5BA

DRAWING TITLE
Unilateral Undertaking

PROJECT No.	STATUS
44261	For Planning

DRAWN	CHECKED	SCALE
JW	AK	1 : 500 @ A1

DRAWING No.	REVISION
PB-AFK-XX-ZZ-DR-A-20800	P00

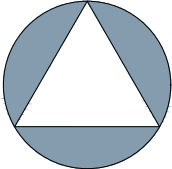




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NORTH

P01	FIRST ISSUE	13.07.26	AGC	NPE
Rev	Description	Date	By	App'd
Date Created	Drawn By	Approved By	Suitability Code	
09.07.26	AGC	NPE	-	
PBA Project Number		Scale	(AT A3)	
1033.0005		1:500		
PBA Drawing No:				Revision
1033.0005-0005				P01

Project Name MAPLE HOUSE POTTERS BAR	Title PROPOSED TACTILE PAVING AND DROPPED KERB PROVISION ALONG THE WALK	 Paul Basham Associates Ltd Milton Hall, Ely Road, Milton, Cambridge, CB24 6WZ 01223 253699 info@paulbashamassociates.com www.paulbashamassociates.com	Client 
Project Phase PRELIMINARY			

Plan 3 Plan to HD41294

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 13 December 2022 shows the state of this title plan on 27 October 2022 at 20:39:51. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Leicester Office .

HM Land Registry
Official copy of
title plan

Title number **HD41294**
Ordnance Survey map reference **TL2501SE**
Scale **1:1250**
Administrative area **Hertfordshire :**
Hertsmere



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