

BURLINGTON DEVELOPMENTS LONDON LTD
LAND AT CARPENDERS PARK, SOUTH OXHEY
SECTION 106 AGREEMENT – HEADS OF TERMS
WITHOUT PREJUDICE AND SUBJECT TO CONTRACT

1 Parties

- (1) Dr Ajit Kaur Gill (**Owner**)
- (2) Burlington Developments London Ltd (**Developer**)
- (3) Three Rivers District Council (**Council**)

2 Proposed Development

Erection of up to 256 homes (including affordable and self/custom build housing) (Class C3), housing with care homes (Class C2) and a children's home (Class C2), together with associated landscaping, open space and access.

(the **Development**).

3 Land to be Bound

- 3.1 Land at Carpenders Park South Oxhey (the **Site**).
- 3.2 The obligations in the Agreement shall be conditional upon:
 - (a) the grant of planning permission for the Development; and
 - (b) Commencement of the Development¹.

4 Affordable Housing

- 4.1 Unless otherwise agreed in writing by the Council, at least 50% of the total number of residential units (Use Class C3) within the Development shall be affordable housing (within the meaning of the NPPF (2024)) in accordance with the following tenure mix:
 - (a) 70% x social rented units; and
 - (b) 30% x shared ownership units,or such other mix as is agreed in writing by the Council.
- 4.2 Not to Commence the Development unless and until an affordable housing scheme has been submitted to and approved in writing by the Council. The scheme shall include:
 - (a) the proposed quantum, mix, tenure, size and location of the affordable housing units; and

¹ To be defined but intended to comprise the carrying out of a material operation pursuant to section 56 of the Town and Country Planning Act 1990 (as amended) with specified exceptions. In addition, some obligations will take effect only upon the grant of planning permission for the Development.

- (b) proposals to dispose of the relevant affordable housing units to a registered provider.
- 4.3 The approved affordable housing scheme shall not be amended without the further, prior written approval of the Council.
- 4.4 The affordable housing units shall not be provided otherwise than in accordance with the approved affordable housing scheme (including any amendments to it that are approved by the Council from time to time).
- 4.5 No more than 80% of the total number of market residential units within the Development shall be occupied unless and until all the affordable housing units have been completed and transferred to a registered provider.
- 4.6 Not to occupy any affordable housing unit:
 - (a) until a registered provider has entered into a nominations agreement with the Council in respect of that affordable housing unit; and
 - (b) otherwise than in accordance with the nominations agreement entered into by the registered provider with the Council (as above).
- 4.7 Unless otherwise agreed in writing by the Council, not to permit:
 - (a) any social rented unit to be used other than as a social rented unit; and
 - (b) any shared ownership unit to be used other than as a shared ownership unit, in accordance with the Deed.
- 4.8 The affordable housing units shall remain as affordable housing (for occupation by eligible persons) in perpetuity.
- 4.9 The affordable housing units shall be subject a mortgagee protection clause to provide for a moratorium period of 3 months.
- 5 Self-Build and Custom Build Units**
- 5.1 No less than 10% of the total number of market units within the Development shall be constructed as self-build and custom build units.
- 5.2 Not to Commence the Development unless and until:
 - (a) the location of the self-build and custom build plots on the Site; and
 - (b) a marketing strategy (to cover a period of no less than 24 months),have been submitted to, and approved in writing by, the Council.
- 5.3 Throughout the marketing period (as approved in the marketing strategy but being no less than 24 months), to use reasonable endeavours to dispose of the self-build and custom build plots in accordance with the approved marketing strategy.
- 5.4 Subject to paragraph 5.5 below, not to occupy more than 80% of the market residential units within the Development unless and until all of the self-build and custom build units have been completed and have the benefit of: (i) all necessary rights of access to and from the public highway; and (ii) all appropriate services.
- 5.5 If, upon expiration of the relevant marketing period and despite having used reasonable endeavours, it has not been possible to dispose of any or all of the self-

build and custom build units, then the obligation to deliver the relevant self-build and custom build units shall absolutely determine and cease to be of any legal effect and it shall instead be permissible to construct market residential unit(s) on the relevant self-build and custom build plot(s).

6 **Housing with Care**

6.1 To provide the following facilities (Use Class C2) within the Development:

- (a) apartment block to accommodate around 60 units (mix of 1 and 2 bedroom units) together with ancillary facilities including café/dining area, activity room, living room area and staff office) (the **C2 Block**); and
- (b) a children's home (comprising a 4-bedroom property to accommodate up to 3 children together with ancillary facilities and staff accommodation) (the **Children's Home**).

6.2 Not to Commence the relevant phase of the Development unless and until a scheme in respect of the C2 Block has been submitted to and approved in writing by the Council. The scheme shall include:

- (a) the proposed location and specification of the C2 Block;
- (b) the proposed quantum, size, specification and location of the units within the C2 Block;
- (c) details of the care package/services to be provided or made available to residents/occupiers of the C2 Block;
- (d) eligibility criteria for prospective occupiers/residents of the C2 Block (provided that all occupiers/residents shall require at least 2 hours of care per week); and
- (e) a marketing strategy for the C2 Block.

6.3 The approved scheme shall not be amended without the further, prior written approval of the Council.

6.4 The C2 Block shall be marketed in accordance with the approved scheme (including any amendments to it that are approved by the Council from time to time).

6.5 Not to provide the C2 Block otherwise than in accordance with the approved affordable housing scheme (including any amendments to it that are approved by the Council from time to time).

6.6 To:

- (a) complete the Children's Home; and
- (b) transfer the Children's Home to Hertfordshire County Council,

in accordance with details previously submitted to, and approved in writing by, the Council.

7 **Access Improvements²**

7.1 To carry and complete the following access works in accordance with this paragraph:

² To discuss with officers in due course whether this head can be secured by condition instead.

New signalised junction at Carpenders Avenue and Oxhey Lane as illustrated on drawing number ITL200107-GA002 Rev C

- 7.2 Not to commence the access works unless and until a highway agreement has been entered into with the highway authority.
- 7.3 Not to occupy the Development unless and until the access works have been completed in accordance with:
- (a) the highway agreement as entered into with the highway authority;
 - (b) the planning permission for the Development; and
 - (c) any other licences and approvals that are necessary to complete the highway works,

and are open to traffic.

8 Open Space

- 8.1 Not to Commence the Development unless and until a scheme to secure the provision of publicly accessible open space within the Site has been submitted to, and approved in writing by, the Council. The scheme shall include the following details:
- (a) a detailed specification for the open space;
 - (b) a programme for the construction and completion of the open space; and
 - (c) proposals for the future long-term management of the open space including possible disposal to a management company or other stewardship body.
- 8.2 The approved scheme shall not be amended without the further, written approval of the Council.
- 8.3 To construct the Development in accordance with the approved scheme (including any amendments that are approved from time to time by the Council).
- 8.4 Not to occupy the Development unless and until publicly accessible open space has been provided within the Site and is available for use by the public in accordance with the approved scheme (including any amendments that are approved from time to time by the Council).
- 8.5 At all times from first occupation of the Development, the open space within the Site shall be managed in accordance with the approved scheme (including any amendments that are approved from time to time by the Council).
- 8.6 If the open space is to be disposed of to a management company or stewardship body as part of the approved scheme, then unless otherwise agreed in writing by the Council, to:
- (a) establish the management company or stewardship body in accordance with the approved scheme (including any amendments to it that are approved from time to time by the Council);
 - (b) provide the Council with evidence that the management company or stewardship body has been established within 14 days of its establishment, such evidence to include (in the case of a company) a certified copy of the articles of association of the company; and

- (c) transfer the freehold of the open space to the management company or stewardship body in accordance with the approved scheme (including any amendments to it that are approved from time to time by the Council).

9 **BNG**

- 9.1 Not to Commence the Development unless and until a BNG scheme has been submitted to, and approved in writing by, the Council. The scheme shall secure the delivery of 10% BNG off-site and monitoring over a 30-year period.

CLYDE & CO LLP
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