

**DATED** 09 February 2026 | 7:58:09 PM GMT

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**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF LAMBETH**

and

**PANSCO LIMITED**

and

**NASEEM MARIAM KHAN**

and

**NAVEED IKRAM KHAN**

Deed of agreement pursuant to Section 106 of the Town and Country Planning Act 1990  
and other powers in relation to land at 442-446 Streatham High Road, London, SW16 3PX

Lambeth Legal Services  
London Borough of Lambeth  
Lambeth Town Hall  
London SW2 1RW  
LS/VF/98646

**Planning Application number 25/01233/FUL**

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**THIS DEED** is made the 09 February 2026 | 7:58:09 PM GMT

**BETWEEN:-**

1. **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH** of Lambeth Town Hall, Brixton Hill, London, SW2 1RW ("**Council**");
2. **PANSCO LIMITED** (company registration number 02574549) of 442 Streatham High Road, Streatham, London SW16 3PX ("**First Owner**");
3. **NASEEM MARIAM KHAN** of 1 Braxted Park, London, SW16 3DW ("**Second Owner**");  
and
4. **NAVEED IKRAM KHAN** of 446 Streatham High Road, London, SW16 3PX ("**Third Owner**")

jointly referred to as 'the Parties'.

**RECITALS:-**

- A. The Owner wishes to carry out the Development upon the Site pursuant to the Planning Permission.
- B. The First Owner is the freehold owner of that part of the Site registered at the Land Registry with freehold title absolute under Title Number SGL208252.
- C. The Second Owner is the freehold owner of that part of the Site registered at the Land Registry with freehold title absolute under Title Numbers SGL256850 and 411748.
- D. The Third Owner is the freehold owner of that part of the Site registered at the Land Registry with freehold title absolute under Title Number SGL260696.
- E. The Leasehold interests under Title Numbers TGL535639, TGL542151 and TGL626278 referenced under Title Number SGL260696 are not bound by this Deed.
- F. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- G. The Council is the local planning authority by whom the planning obligations and the covenants given by the Owner in this Deed are enforceable.
- H. Having regard to the provisions of the London Plan 2021, the Lambeth Local Plan 2021 and the planning considerations affecting the Site, the Parties to this Deed are satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.

- I. The Council considers that the Development should be permitted subject to the terms of this Deed and has resolved to grant the Planning Permission by the exercise of delegated powers.

**NOW THIS DEED WITNESSETH**

**1. Definitions and interpretation**

- 1.1 The following words and phrases shall (unless the context otherwise requires) have the following meanings:-

<b>“1990 Act”</b>	the Town and Country Planning Act 1990 and any statutory amendment, variation, substitution or re-enactment thereof
<b>“Acts”</b>	section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011 and in each case any statutory amendment, variation, substitution or re-enactment thereof together with all other statutory powers and acts pursuant to which the Parties hereto shall be empowered to enter into this Deed
<b>“Application”</b>	the application for planning permission for the Development received by the Council that has been allocated reference number 25/01233/FUL
<b>“Business Parking Bay”</b>	a parking place designated by the London Borough of Lambeth by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by a business in the locality in which the Development is situated or any other parking place where a business vehicle may be parked
<b>“Car Club”</b>	a scheme which gives members access to a pool of cars or other light vehicles for flexible periods of time on a pay-as-you-drive or similar basis
<b>“Car Club Membership”</b>	membership of a Car Club for a minimum period of 3 years
<b>“Car Club Operator”</b>	an operator of a Car Club approved in writing by the Council and selected by the Owner and which has a Car Club operating within proximity to the Site
<b>“CPZ”</b>	a controlled parking zone being a parking scheme established

and operated by a local authority under the Road Traffic Regulation Act 1984 in which on street parking in a respective area designated as a controlled parking zone is restricted to vehicles with parking permits issued by the London Borough of Lambeth

**“Cycle Hire Membership”** membership of the Cycle Hire Scheme for a minimum period of 3 years

**“Cycle Hire Scheme”** the self-service bicycle sharing scheme operated by TfL (or any successor or replacement scheme from time to time)

**“Development”** demolition of existing ground floor rear additions and erection of a two-storey ground floor rear extensions to provide a 2x 1-bed and 2x 3-bed residential units together with the provision of shared amenity space, cycle and recycle storage

**“Disabled Person’s Badge”** a badge in prescribed form issued by local authorities pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 for motor vehicles driven by or used for the carriage of disabled persons

**“Disabled Person’s Parking Bay”** a parking place designated by the London Borough of Lambeth for use by the holder of a Disabled Person’s Badge

**“Expert”** a surveyor acting as an expert (being a member of the Planning Division of the RICS) with not less than 10 years recent experience in the field of town and country planning and development whose identity will be agreed between the Parties or in default of agreement appointed by or on behalf of the President for the time being of the RICS on the application of any party

**“Head of Planning”** the Council’s Director of Climate, Planning and Transport or any other officer properly exercising the authority of that person for the time being

**“Implementation”** implementation of the Planning Permission by the carrying out of any material operation within the meaning of section 56(2) and (4) of the 1990 Act and “Implement”, “Implemented” and other cognate expressions shall be construed accordingly

<b>“Monitoring Fee”</b>	the sum of £500.00 (FIVE HUNDRED POUNDS) towards the costs of monitoring and implementing this Deed
<b>“Occupation”</b>	occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and “Occupy”, “Occupying” and “Occupier” and other cognate expressions shall be construed accordingly
<b>“Owner”</b>	the First Owner, the Second Owner and the Third Owner
<b>“Plan”</b>	the plan contained in Schedule 1
<b>“Planning Permission”</b>	the planning permission granted pursuant to the Application including any non-material amendments subsequently granted pursuant to section 96A of the 1990 Act
<b>“Residential Unit”</b>	a unit of residential accommodation provided by the Development
<b>“Resident’s Parking Bay”</b>	a parking place designated by the London Borough of Lambeth by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated
<b>“RICS”</b>	the Royal Institution of Chartered Surveyors
<b>“Site”</b>	that part of 442-446 Streatham High Road, London, SW16 3PX being all the land shown for identification purposes edged red on Plan 1 as against which this Deed may be enforced
<b>“TfL”</b>	Transport for London or such successor in function from time to time
<b>“Undertaking”</b>	an undertaking pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and “Undertakes” shall be construed accordingly
<b>“Working Day”</b>	any day except Saturday, Sunday and any bank or public holiday in England

## **2. Construction of this Deed**

- 2.1. Any covenant by the Owner or the Council not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person where knowledge of the actions of the other person is reasonably to be inferred.
- 2.2. References to the Council in this Deed shall include successors and assigns of its statutory function from time to time.
- 2.3. Any reference to any particular statute includes any statutory extension, modification, amendment or re-enactment of such statute and also include any subordinate instruments, regulations or orders made in pursuance of it.
- 2.4. Where under this Deed any notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction is required to be given or reached or taken by any Party or any response is requested any such notice, approval, consent, certificate, direction, authority, agreement, action, expression of satisfaction or response shall not be unreasonable or unreasonably withheld or delayed (save where the contrary intention is indicated).
- 2.5. Where, under any of the requirements in this Deed, the approval, consent, or agreement of the Council is required the matter which requires approval, consent or agreement must be submitted in writing for such approval or agreement; and the approval, consent or agreement must be given in writing.
- 2.6. The headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.7. Where reference is made to a Clause, sub-Clause, Part, Plan, Paragraph, Recital or Schedule such reference (unless the context requires otherwise) is a reference to a clause, sub-clause, part, paragraph, recital or schedule of (or in the case of plan attached to) this Deed.
- 2.8. In this Deed the singular includes the plural and vice versa and the masculine includes the feminine and vice versa.
- 2.9. The Owner shall be jointly and severally liable for the obligations in this Deed.
- 2.10. Subject to the provisions of Clause 20 nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.

**3. Planning obligations and covenants**

- 3.1. The obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and covenants and Undertakings under the Acts.
- 3.2. The planning obligations in this Deed are entered into by the Owner on the basis that, subject to Clauses 3.3 and 3.4, they shall be enforceable by the Council against the Owner and also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created hereafter in the Site or any part or parts thereof as if that person had also been an originating covenanting party in respect of the planning obligations which relate to the interest or estate for the time being held by that person PROVIDED THAT for the avoidance of doubt and only to the extent (if any) that the obligations in Schedule 3 are not enforceable under the 1990 Act, the covenants in Schedule 3 are Undertakings.
- 3.3. No person shall be liable for any breach of any of the planning obligations or other provision of this Deed after it shall have parted with its entire interest in the Site in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4. The obligations in this Deed shall not be enforceable against owner-occupiers or tenants of individual Residential Units constructed pursuant to the Planning Permission nor against those deriving title from them including their mortgagee or chargee EXCEPT FOR the restrictions on parking permits set out in Schedule 3.

**4. Conditionality**

- 4.1. Unless provisions within this Deed state otherwise, the planning obligations, covenants and Undertakings in this Deed will come into effect on Implementation.

**5. No encumbrance**

- 5.1 The Owner HEREBY COVENANTS with the Council that it will not enter into any covenant or agreement relating to any part of the Site whose effect would be to preclude the carrying out of the planning obligations and covenants contained in this Deed PROVIDED THAT for the avoidance of doubt this Clause will not prevent any disposal or dealing by grant of lease or otherwise with the Owner's interest in any part of the Site.

**6. General provisions**

- 6.1. IT IS HEREBY AGREED AND DECLARED that:
- 6.1.1. the Council shall arrange to register this Deed as a local land charge for the purposes of the Local Land Charges Act 1975; and

6.1.2. nothing in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise by it of its statutory functions and the rights powers duties and obligations of the Council under private or public statutes bye-laws orders and regulations may be as fully and effectively exercised as if it were not a party to this Deed.

**7. Covenants by the Owner**

7.1 The Owner shall observe and perform the covenants contained in Schedules 2 to 5 as planning obligations for the purposes of section 106 of the 1990 Act and as covenants and Undertakings made under the Acts.

**8. No waiver**

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

**9. Severability**

9.1. Each Clause, sub-Clause, Schedule or Paragraph shall be separate, distinct and severable from each other to the extent only that if any Clause, sub-Clause, Schedule or Paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such Clause, sub-Clause, Schedule or Paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such Clause, sub-Clause, Schedule or Paragraph be valid shall apply without prejudice to any other Clause, sub-Clause, Schedule or Paragraph contained herein.

**10. Verification and enforcement**

10.1. The Owner shall permit the Council and its authorised employees and agents upon reasonable notice which shall be a minimum of 48 hours to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising hereunder has been performed or observed.

10.2. Without prejudice to the terms of any other provision herein the Owner shall pay the reasonable and proper legal and surveyor's fees and disbursements properly incurred

by the Council for the purpose of or incidental to the successful enforcement of any right or power of the Council or of any obligation of the Owner arising hereunder.

10.3. Before the Council exercises its powers under Clause 10.2 it shall give not less than 21 Working Days' written notice of its intention to do so to the Owner together with written details of any alleged breach of the terms of this Deed and shall afford the Owner the opportunity in that time to remedy any alleged breach.

10.4. Subject always to the provisions of Clause 3.3 the Owner shall indemnify the Council and keep it indemnified against all claims and demands, actions, actions, costs or expenses for which the Council may become liable arising out of any failure by the Owner to perform any of the obligations under this Deed.

## **11. Resolution of disputes**

11.1. In the event of any dispute between the Parties either party may invite the other party to resolve the dispute by mediation in such manner as the Parties may agree.

11.2. In the event of a dispute between the Parties (other than a dispute relating to a matter of law or in relation to the interpretation of this Deed) the Parties agree that the matter in dispute will on the application of either of them be referred to an Expert and it is further agreed that:

11.2.1. the determination of the Expert will be final and binding on the relevant parties save in the case of manifest error;

11.2.2. the participating parties will be entitled to make representations and counter-representations in accordance with such timetable as the Expert shall direct; and

11.2.3. the Expert's costs will be borne in such proportions as he may direct failing which each party will bear its own costs of the reference and determination and one-half each of the Expert's costs.

11.3. For the avoidance of doubt, the provisions of Clauses 11.1 and 11.2 shall not affect the ability of the Council to enforce the terms of this Deed by such means as it may opt to pursue including the seeking of declaratory relief or a mandatory order.

## **12. Owner's actions on completion**

12.1. The Owner shall prior to completion of this Deed pay to the Council the:

12.1.1. Council's reasonable legal costs of £2,500.00 (TWO THOUSAND FIVE HUNDRED POUNDS) incurred in connection with the preparation and

completion of this Deed; and

12.1.2. Monitoring Fee.

**13. The Council's covenants**

13.1. The Council hereby covenants with the Owner:

13.1.1. that the Monitoring Fee shall not be spent otherwise than upon the Council's costs of monitoring and implementing this Deed in order to ensure that any obligations herein are duly performed and observed;

**14. Service of notices**

14.1. All notices, requests and demands or other written communications to or upon the respective Parties hereto pursuant to this Deed shall be deemed to have been properly given or made if dispatched by email or first class letter to the party to which such notice request demand or other written communication is to be given or made under this Deed and addressed as follows:

14.1.1. if to the Council (Head of Planning):

By email: [s106@lambeth.gov.uk](mailto:s106@lambeth.gov.uk)

By post: s.106/CIL Team  
London Borough of Lambeth  
Planning Division  
PO Box 80771  
London  
SW2 9QQ;

14.1.2. if to the First Owner: to the address on page 3 of this Deed;

14.1.3. if to the Second Owner: to the address on page 3 of this Deed; and

14.1.4. if to the Third Owner: to the address on page 3 of this Deed.

**15. Third parties**

15.1. Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is not a party to the Deed and the terms of the Deed may be varied by a deed agreed between the parties without the consent of any third party being required.

**16. Jurisdiction**

16.1. The construction, validity and performance of this Deed shall be governed by English

law without reference to any other country's system of laws and the Parties agree irrevocably to submit to the exclusive jurisdiction of the English courts.

**17. No Fetter of Discretion**

17.1. Nothing contained (or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

**18. Copyright**

18.1. The Owner hereby gives consent for any plan (or any part thereof) to be reproduced by the Council and indemnifies the Council against all actions, costs, claims and demands which may be made against the Council or its employees, servants or agents in connection with the use or reproduction of the same whether for internal or external purposes insofar as it relates to this Deed.

**19. Change in ownership**

19.1. The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan SAVE FOR in relation to the disposal of individual Residential Units to individual private owners.

**20. Section 73 Permissions**

20.1. In the event that the Council at any time hereafter grants a planning permission pursuant to an application made under section 73 of the 1990 Act (or section 73B of the 1990 Act when in force) in respect of any condition on the Planning Permission, the Planning Permission and/or the Development shall be deemed to include any such subsequent application, planning permission and/or development granted in relation thereto and this Deed shall then take effect and be read and construed accordingly SAVE where the Council in its absolute discretion deems that a deed of variation, supplementary deed or other such document to secure relevant additional or alternative planning obligations pursuant to section 106 of the 1990 Act is required.

**21. Warranty**

21.1. The Owner warrants that they are entitled to perform all the obligations provided for in this Deed in under or upon the Site and to carry out the Development.

**22. Mortgagees**

22.1. No mortgagee shall have liability for a breach of the terms of this Deed unless it takes possession of any part of the Site in which case they too will be bound by the planning obligations, Undertakings and covenants as if they were a person deriving title from the Owner.

**23. Electronic Execution and Completion**

23.1. The Owner and Mortgagee hereby agree that:

23.1.1. for the purposes of the execution of this Deed an electronically affixed seal and/or electronic signature (duly attested/authenticated/witnessed in accordance with the relevant execution block) shall be accepted by each party in lieu of a wet-ink signature and/or physically affixed seal (as applicable) for the purposes of the lawful execution of this document;

23.1.2. plans and other appendices (as applicable) may be electronically signed/initialled;

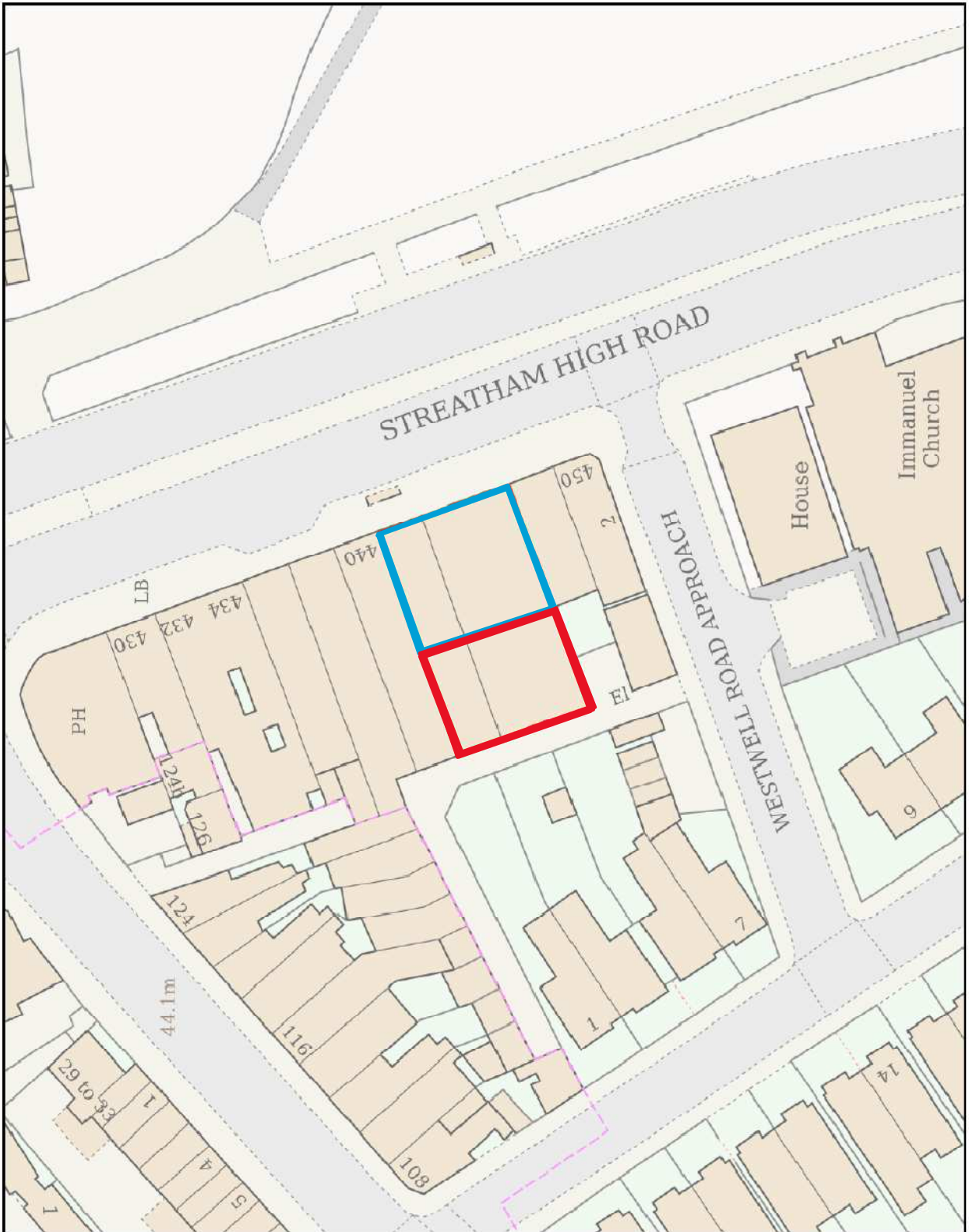
23.1.3. that the methods of signature used in this Deed are conclusive evidence of the Owner's intention to be bound by the Deed as if signed by the Owner's and Mortgagee's manuscript signature;

23.1.4. this Deed may be electronically dated and completed; and

23.1.5. further to completion of this Deed each party will accept an electronic copy of the executed and completed Deed in lieu of a hardcopy document.

# SCHEDULE 1

## Plan



## **SCHEDULE 2**

### **Notices**

1. The Owner covenants with the Council that it shall:
  - 1.1. give the Council no less than 14 days prior written notice of each of the following dates:
    - 1.1.1. Implementation; and
    - 1.1.2. first Occupation of the Development.
  - 1.2. not cause, allow or permit Implementation until the relevant notice referred to in paragraph 1.1.1 has been duly given;
  - 1.3. not cause, allow or permit Occupation until the relevant notice referred to in paragraph 1.1.2 has been duly given; and
  - 1.4. notify the Council in writing of the following within 10 Working Days of the date of:
    - 1.4.1. Implementation; and
    - 1.4.2. first Occupation of the Development.

### **SCHEDULE 3**

#### **Restrictions on Parking Permits**

##### **Residential Parking Permits**

1. The Owner covenants with the Council as follows:
  - 1.1. to ensure that prior to Occupying any Residential Unit each new Occupier thereof is informed by the Owner of the Council's policy that they shall not be entitled (unless they are the holder of a Disabled Person's Badge) to:
    - 1.1.1. be granted a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located; or
    - 1.1.2. buy a contractual permit to park within any car park owned, controlled or licensed by the Council in the CPZ where the Site is located.
  - 1.2. not to cause, allow or permit Occupation or use of any Residential Unit at any time during which the Occupier thereof holds a resident's parking permit to park a vehicle in a Resident's Parking Bay in the CPZ where the Site is located or a contractual permit to park a vehicle in any car park owned, controlled or licensed by the Council in the CPZ where the Site is located (unless the Occupier is the holder of a Disabled Person's Badge);
  - 1.3. in the event of a subsequent change of use to non-residential use of the Development (or any part of it) in circumstances where planning permission or the grant of prior approval is not required for that change of use, not to cause, allow or permit Occupation or use of the Development (or any part of it) at any time during which an occupier thereof holds a business parking permit to park a vehicle in a Business Parking Bay in the CPZ where the Site is located or a contractual permit to park a vehicle in any car park owned, controlled or licensed by the Council in the CPZ where the Site is located (unless the occupier in question is the holder of a Disabled Person's Badge) and to ensure that any such occupier is made aware of the terms of this restriction;
  - 1.4. in disposing of or letting any Residential Unit to procure that:
    - 1.4.1. all prospective purchasers, lessees or tenants of any Residential Unit are informed of the restrictions relating to car parking permits under this Deed; and
    - 1.4.2. covenants dealing with the matters referred to in paragraph 1 of this Schedule are included in all transfers, tenancies and leases of any such

Residential Unit.

- 1.5. to provide to the Head of Planning written notification of any internal numbering or naming given to any Residential Unit and the street address thereof, as soon as the same is allocated.
2. The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in paragraph 1 in this Schedule shall continue to have effect for the lifetime of the Development.

## **SCHEDULE 4**

### **Car Club Membership**

1. The Owner covenants with the Council that the Owner shall:
  - 1.1. prior to Occupation:
    - 1.1.1. enter into a contract with a Car Club Operator to provide the Car Club Membership; and
    - 1.1.2. supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator as required by paragraph 1.1.1 of this Schedule.
  - 1.2. not cause, allow or permit Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the chosen Car Club Operator has been supplied to the Council as required by paragraph 1.1 of this Schedule;
  - 1.3. make available one free Car Club Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof by a household member who is eligible for the membership in question and (where required under the rules of the applicable Car Club) makes an application for membership PROVIDED THAT prior to the expiration of the period of Car Club Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free Car Club Memberships and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Car Club Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the vehicle user in respect of membership of the applicable Car Club but does not extend to meeting any other charges as may be incurred by the vehicle user including in respect of hourly or daily usage;
  - 1.4. within 10 Working Days of first Occupation of each Residential Unit submit evidence to the Council that the first Occupier of a relevant Residential Unit has been notified of the Car Club Membership arrangements;
  - 1.5. ensure that all materials published by the Owner or its agents for the purpose of

selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Car Club Membership arrangements;

- 1.6. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Car Club Membership arrangements to the attention of all Occupiers or prospective Occupiers;
  - 1.7. retain evidence of compliance with the notification and marketing requirements in paragraphs 1.5 and 1.6 of this Schedule and provide such evidence to the Council within 20 Working Days of request by the Council; and
  - 1.8. not cause, allow or permit Occupation of any Residential Unit other than in accordance with paragraphs 1.2, 1.3 and 1.4 of this Schedule and in the event of non-compliance with this paragraph 1.8 the Owner shall forthwith take any steps properly required by the Council to remedy such non-compliance.
2. In the event that a contract with a Car Club Operator is entered into pursuant to paragraph 1 of this Schedule but the relevant Car Club Operator subsequently ceases to operate the Owner shall use reasonable endeavours to secure an alternative Car Club Operator to provide the Car Club Membership for the balance of the originally contracted term and paragraphs 1.2 to 1.8 inclusive of this Schedule shall apply to the appointment of such alternative Car Club Operator *mutatis mutandis* PROVIDED THAT this paragraph 2 shall cease to apply and have no effect where there is 6 months or less left to run of any 3 year period within which Occupiers are entitled to Car Club Membership.

## **SCHEDULE 5**

### **Cycle Hire Membership**

1. The Owner covenants with the Council that the Owner shall:
  - 1.1. prior to Occupation:
    - 1.1.1 enter into a contract with a Cycle Hire Scheme operator to provide the Cycle Hire Membership; and
    - 1.1.2 supply to the Council a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator as required by paragraph 1.1.1 of this Schedule.
  - 1.2. not cause, allow or permit Occupation unless and until a copy of the contract or other satisfactory evidence of a binding agreement having been entered into by the Owner with the Cycle Hire Scheme operator has been supplied to the Council as required by paragraph 1.1 of this Schedule;
  - 1.3. make available one free Cycle Hire Membership per household for each Residential Unit, the period of such membership to commence in relation to each Residential Unit upon first Occupation thereof PROVIDED THAT prior to the expiration of the period of Cycle Hire Membership in relation to a Residential Unit a household in Occupation thereof may request one or more additional free memberships of the Cycle Hire Scheme and if so requested such additional free membership(s) shall be made available by the Owner for the duration of the unexpired portion of the period of Cycle Hire Membership for that Residential Unit unless the Council agrees in writing with the Owner that the provision of a particular number of additional memberships is not feasible or is otherwise not reasonable. For the avoidance of doubt 'free' in this paragraph means that no cost is incurred by the cycle user in respect of membership of the Cycle Hire Scheme but does not extend to meeting any other charges as may be incurred by the cycle user including in respect of hourly or daily usage;
  - 1.4. within 10 Working Days of first Occupation of a Residential Unit the Owner shall submit evidence to the Council that the first Occupier of a relevant Residential Unit has been notified of the Cycle Hire Membership arrangements;
  - 1.5. ensure that all materials published by the Owner or its agents for the purpose of selling or letting a Residential Unit notifies all Occupiers or prospective Occupiers of the Cycle Hire Membership arrangements;

- 1.6. ensure that estate agents and lettings agents are instructed in relation to the marketing of the Residential Units to draw the Cycle Hire Membership arrangements to the attention of all Occupiers or prospective Occupiers; and
  - 1.7. retain evidence of compliance with the notification and marketing requirements in paragraphs 1.5 and 1.6 of this Schedule and provide such evidence to the Council within 20 Working Days of request by the Council.
2. The Owner further covenants with the Council not to cause, allow or permit Occupation of any Residential Unit other than in accordance with paragraph 1 of this Schedule.

**IN WITNESS** whereof this Deed has been executed by the Parties hereto and is intended to be and is hereby delivered on the date first above written

Executed as a deed by affixing THE )  
COMMON SEAL of THE MAYOR )  
**AND BURGESSES OF THE LONDON** )  
**BOROUGH OF LAMBETH** )  
in the presence of )



Sealed By: The Mayor and Burgesses of The London Borough of Lambeth  
Sealed Time: 2/5/2026 3:01:40 PM GMT

DocuSigned by:  
[Redacted Signature]  
8EC744E5A3B347B...

Authorised Officer Andrew PAVLOU

EXECUTED as a Deed by )  
**PANSCO LIMITED** )  
acting by a director in the presence of a witness: )

Director Signature [Redacted Signature]  
Signed by:  
459EF9C2C1BE4D6...

Director Name Mr Shehzad Khan

In the presence of:

Witness Signature [Redacted Signature]  
Signed by:  
B81110A3598642D...

Witness Name Courtney Haswell

Witness Address [Redacted Address]

Signed as a Deed by  
Muhammad Shehzad Khan as attorney for  
**NASEEM MARIAM KHAN**

In the presence of:

)  
) **Signed by:**  
) [Redacted]  
) 459EF9C2C1BE4D6...

Witness signature: **Signed by:**  
[Redacted]  
B81110A3598642D...

Name: Courtney Haswell

Address: [Redacted]

Occupation: Sales Support & Content Executive

Signed as a Deed by  
**NAVEED IKRAM KHAN**

In the presence of:

)  
) **Signed by:**  
) [Redacted]  
) 64C8A715F4A040E...

Witness signature: **Signed by:**  
[Redacted]  
078A80A3AFC54E5...

Name: Magdalena Burzawa

Address: [Redacted]

Occupation: Operations Director