

DATED

24 May

2017

HAREFIELD PLACE PROPERTIES LIMITED (1)

AND

TOPLAND JUPITER LIMITED (2)

THE LONDON BOROUGH OF HILLINGDON (3)

DEED OF VARIATION
UNDER SECTION 106A OF THE
TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO THE DEVELOPMENT OF THE LAND AT
HAREFIELD PLACE, THE DRIVE, ICKENHAM, UXBRIDGE, UB10
8AQ

Attn: Roisin Hogan
Planning and Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex
Ref: 3E/04/RH/11372

THIS AGREEMENT is made this 24th day of May 2017

BETWEEN:-

- (1) **HAREFIELD PLACE PROPERTIES LIMITED** (Co. Regn. No: 4780378) whose registered office is situate at 3rd Floor, 9 Colmore Row, Birmingham, B3 2BJ (the "Owner")
- (2) **TOPLAND JUPITER LIMITED** (Co.Regn. No: 7468546) whose registered office is situate at 55 Baker Street London W1U 7EU ("The Mortgagee")
- (3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW (the "Council")

WHEREAS:-

- (A) The Owner is the freehold owner of the Land registered at the Land Registry under Title Number NGL414860 subject to a charge in favour of the Mortgagee.
- (B) The Mortgagee has an interest in the Land registered under Title Number NGL414860 by a legal charge dated 30 June 2016 and is willing to be party to this Deed.
- (C) The Council is the local planning authority for the purposes of the Act and for the area in which the Land is located and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974 and the Local Government Act 1972
- (D) On 3 June 2016 the Council granted the Original Planning Permission for the Development and having already entered into the Section 106 Agreement in connection with the Original Planning Permission
- (E) On 31 October 2016 the Owner submitted to the Council the Second Planning Application and on 1 February 2017 the Council resolved at its Major Applications Planning Committee that delegated powers be given to the Council's Head of Planning and Enforcement to grant the Second Planning Permission subject to the completion of this Deed.
- (F) The parties hereto have agreed to vary the Section 106 Agreement as provided in this Deed.

NOW THIS DEED is made in pursuance of the powers contained in Section 106A of the Act and is a planning obligation for the purposes of Section 106 of the Act and WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of this Deed the following expressions shall have the following meanings:

“the Original Planning Permission”	means the planning permission granted by the Council on 3 June 2016 with reference 12571/APP/2015/3649
“the Second Planning Application”	means the application submitted to the Council on 31 October 2016 pursuant to s73 of the Act to vary condition 2 of the Original Planning Permission and allocated reference 12571/APP/2016/3950
“the Second Planning Permission”	means the planning permission granted by the Council pursuant to the Second Planning Application
“the Section 106 Agreement”	means the agreement made between Harefield Place Properties Limited (1) The London Borough of Hillingdon (2) and Aeriance Investments S.A.R.L dated 26 May 2016 pursuant to S106 of the Act

1.2 Expressions in this Deed shall save as otherwise stated in this Deed have the meanings given in Clause 1 of the Section 106 Agreement

1.3 Where the context so admits words in this Deed shall be interpreted in accordance with the provisions of Clause 1 of the Section 106 Agreement

2. **CONDITIONALITY**

2.1 With the exception of Clause 7 (which shall take effect of the date hereof) the provisions of this Deed shall take effect on the grant of the Second Planning Permission.

3. **CONFIRMATION**

It is hereby agreed and declared by the Owner and the Council that saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and provisions contained in the Section 106 Agreement shall continue to have full force and effect.

4. **VARIATION TO THE SECTION 106 AGREEMENT**

The parties to this Deed hereby agree that the Section 106 Agreement shall be varied and supplemented as follows:-

4.1 The deletion of the following definition and its replacement as stated below:

“Planning Permission”	means the Original Planning Permission or the Second Planning Permission as applicable
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4.2 The following definitions shall be added to the Section 106 Agreement:

“the Original Planning	means the planning permission granted by the Council
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Permission"

on 3 June 2016 with reference 12571/APP/2015/3649

"the Second Planning Application"

means the application submitted to the Council on 31 October 2016 pursuant to s73 of the Act to vary condition 2 of the Original Planning Permission and allocated reference 12571/APP/2016/3950

"the Second Planning Permission"

means the planning permission granted by the Council pursuant to the Second Planning Application

5. THE MORTGAGEE'S CONSENT

The Mortgagee consents to the Owner entering into this Deed and acknowledges that the Land shall be bound by the terms and obligations contained in this Deed and PROVIDED that the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

6. LEGAL COSTS

Prior to the execution of this Deed the Owner shall pay the Council's reasonable legal costs incurred with the negotiation preparation and completion of this Deed

7. REGISTRATION OF THIS DEED

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

8. COMMENCEMENT OF DEVELOPMENT

For the avoidance of doubt, the parties acknowledge that Commencement of Development has occurred.

IN WITNESS whereof the parties hereunto have executed this Deed the day and year first before written

THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**
was duly affixed to this Deed
in the presence of:-

Alan Chaplin

MEMBER OF the Council

Authorised officer

[Signature]



~~THE COUNCIL~~

~~AUTHORISED OFFICER~~

SIGNED as a **DEED** by)

HAREFIELD PLACE PROPERTIES LIMITED)

Acting by a director

In the presence of:-



Director

Signature of witness 

Name (in BLOCK CAPITALS) J.R. PIKE

Address Reed St, W1

- Broadgate Tower, Primrose Street
- London EC2

SIGNED as a **DEED** by)

TOPLAND JUPITER LIMITED)

Acting by a Director)

in the presence of:

.....
Director

Signature of witness

Name (in BLOCK CAPITALS)

Address.....

-
-

THE COUNCIL

~~AUTHORISED OFFICER~~

SIGNED as a **DEED** by)

HAREFIELD PLACE PROPERTIES LIMITED)

Acting by a director

In the presence of:-

.....
Director

Signature of witness

Name (in BLOCK CAPITALS)

Address.....

-
-

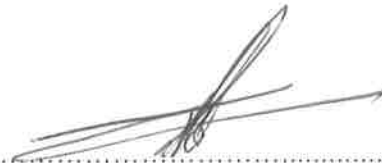
SIGNED as a **DEED** by)

TOPLAND JUPITER LIMITED)

Acting by an ~~Authorised Signatory~~ a director)

in the presence of:

.....
Authorised Signatory Director



Signature of witness 

Name (in BLOCK CAPITALS) MICHELLE HOLLICAN

Address 13 BROOKWOOD HOUSE

- WEBBER STREET LONDON
- SE1 0RS