DATED 6th August **2021**

DHOLAK ESTATES LIMITED

and

COUTTS & COMPANY

and

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

FRAYS COURT 71-73 COWLEY ROAD UXBRIDGE UB8 2AE

PLANNING APPLICATION NUMBER: 13010/APP/2020/1790

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/KM/017195

THIS PLANNING OBLIGATION BY DEED is dated 6th August **2021**

And is made **BETWEEN**:

BETWEEN

1) **DHOLAK ESTATES LIMITED** (Co. Regn. No.09898939) of Acre House, 11-15 William Road London NW1 3ER (**"Owner"**);

2) **COUTTS & COMPANY** (Co. Regn. No.36695) of 440 Strand London WC2R 0QS. (the **Mortgagee**); and

3) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW ("the Council")

BACKGROUND

(A) The Council is the Local Planning Authority for the purposes of the Act in respect of the Land and by whom the obligations in this Deed are enforceable.

(B) The Owner is the freehold owner of part of the Land which is registered at HM Land Registry under title number AGL7191.

(C) The Mortgagee has a charge dated 12th August 2020, registered against title number AGL7191, and is willing to enter into this Deed to give its consent to and bind its interest in the Land

(D) On 11th June 2020 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application.

(E) The Owners Planning Application was accepted on 11th June 2020. The Council resolved at its Majors Planning Applications Committee meeting on 6th August 2020 to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement.

(F) For the purpose of securing satisfactory arrangements for the development of the Land and without prejudice to the terms of the other covenants contained in the Original Deed the Parties hereto have agreed to vary the terms of the Original Deed as hereinafter provided.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 For the purposes of the recitals and this Agreement, the following words and expressions shall have the following meaning:

"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Authority's Area"	means the administrative area of the Council;
"Commencement of Development"	means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works;

	- works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations and Commence and Commencement shall be construed accordingly;
"Deputy Chief Executive and Director of Resident Services"	means the Council's Deputy Chief Executive and Director of Resident Services or such person as the Council designates as undertaking this role;
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in **Schedule 1** hereto;
"Flood risk assessment (FRA) Contribution"	means the £5,200 (five thousand and two hundred pound) contribution (£1300 per unit) is to be secured for the purposes of public open space enhancement. This includes a full and detailed topographical survey of Cowley Road, surface water flooding depths plan and an evacuation plan. The contribution will be used towards the cost of providing the delivery of sustainable drainage solutions and public highway/drainage improvement works in

	the vicinity of the Land; in accordance with **Schedule 2**;
"Form PO1"	means the form in the substantial format attached at **Appendix 1**;
"Index Linked"	means the application of the formula provided at Clause 16 of this Agreement;
"Parking Permit"	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970) in accordance with **Schedule 2;**
"Parties"	means the Owners, Mortgage Lender, and the Council;
"Plan"	means the plan attached to this Deed at **Appendix 2** hereto;
"Planning Application"	means the application for planning permission for the erection of roof extension to provide 4 residential units with associated external altercations in accordance with with the Council's Planning Permission reference 13010/APP/2020/1790;
"Planning Permission"	means the planning permission that may be granted for the Development in pursuance of the Planning Application substantially in the

	form of the draft permission at **Appendix 3** hereto;
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as undertaking this role;
"Planning Reference"	means planning reference 13010/APP/2020/1790;
"Project Management & Monitoring Fee"	means the sum equivalent to five (5) percent of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed in accordance with **Schedule 4**;
"Site"	means the property known as land at Frays Court 71-73 Cowley Road Uxbridge UB8 2AE and shown for identification purposes only edged red on the Plan;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"Substantial Completion"	means completed to practical completion and also so as to be ready for Occupation and Substantially shall be construed accordingly;

"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 In this Deed

1.2.1 the clause headings do not affect its interpretation;

1.2.2 unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships;

1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.

1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;

1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;

1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;

1.2.3 references to any statute or statutory provision include references to:

1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and

1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1.2.4 references to the Site include any part of it;

1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

1.2.6 "including" means "including, without limitation";

1.2.7 any covenant by the Owners not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;

1.2.8 without prejudice to the terms of any other provision contained in this Deed the Owner shall pay all costs charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;

1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

2.1 This Deed is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Land.

3. CONDITIONALITY

3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

4. MISCELLANEOUS

4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.

4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.

4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owners 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 undertaking or obligation from acting upon any subsequent breach or default in respect of the Owners.

4.4 Nothing in this Deed shall be construed as a grant of planning permission.

4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owners and any successors in title to the Site and assigns of the Owners in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.

4.6 No party to this Deed nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.

4.8 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.

4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5. CONTRIBUTIONS

5.1 Payment of the Contributions required by this Deed shall be made on the following basis:

(a) The Contributions due under this Deed shall be delivered to the person above;

(b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

5.2.1 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.

5.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may by) part of the Contributions (with any accrued interest).

6. THE OWNER'S PLANNING OBLIGATIONS

6.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed and the schedules hereto.

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Property.

7.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

8. COSTS

8.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the negotiation, preparation, completion and registration of this Deed.

8.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

9. REGISTRATION OF AGREEMENT

9.1 This Deed shall be registered as a Local Land Charge by the Council.

10. RIGHT OF ACCESS

10.1 Without prejudice to the Council's statutory right of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Site at all reasonable times for the purpose of verifying whether or not any obligation arising under the Deed has been performed or observed.

11. OWNERSHIP

11.1 The Owner warrants that no person other than the Owner [and the Mortgagee] has any legal or equitable interest in the Site.

12. CHANGE IN OWNERSHIP

12.1 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.

13. ARBITRATION

13.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal

relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

13.2.1 the tribunal shall consist of [one] arbitrator appointed jointly by the parties;

13.2.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

13.2.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and

13.2.4 the seat of the arbitration shall be London.

14. **THIRD PARTIES**

14.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

15. **NOTICES**

15.1 All notices served under or in connection with this Deed shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.

15.2 Any notice to be served under or in connection with this Deed shall be sent to the:

15.3 the Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at cil@hillingdon.gov.uk;

15.4 the Owner at 7 Churchill Court, 58 Station Road, Harrow, Middlesex, HA2 7SA.

16. **FORM PO1**

16.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

17. **INDEXATION**

17.1 The Owner agrees with the Council that any sums payable by the Owner under this Deed shall be increased by the application of the formula A = B x C/D where:

(a) A is the sum actually payable on the Specified Date;

(b) B is the original sum mentioned in this Deed;

(c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date

(d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed and

(e) C/D is equal to or greater than 1.

17.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

18. **INTEREST**

18.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time being charged from the date such payment is due until the payment is received by the Council.

19. **VAT**

19.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

19.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and the Contributions then to the extent that VAT had not been previously charged in respect of that payment the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

20. **JURISDICTION**

20.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

DEVELOPMENT

Erection of roof extension to provide 4 residential units with associated external alterations.

SCHEDULE 2

RESIDENTIAL PARKING PERMITS

The Owner hereby covenants and agrees with the Council as follows:-

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand.

2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.

3. That in respect of every freehold transfer or lease granted assigned transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

   "the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of [plot No. [ ]]/the terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Hillingdon ("the Council") not to apply for nor knowingly permit an application to be made by any person residing in the premises to the London Borough of Hillingdon for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) and if such a permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1"

SCHEDULE 3

FLOOD RISK ASSESSMENT

The Owner and the Applicant hereby covenant with the Council as follows:

1. Prior to Commencement of the Development to pay to the Council the Drainage Contribution of £5,200 (five thousand two thousand pounds); and

2. Not to commence or cause or allow or permit to be commenced, any part of the Development before the Drainage Contribution is paid.

SCHEDULE 4

PROJECT MANAGEMENT AND MONITORING FEE

The Owner hereby covenants with the Council as follows:

1. Prior to Commencement of Development to pay to the Council the Project Management & Monitoring Fee; and

2. Not to commence or cause or allow or permit the Commencement of Development before the Project Management and Monitoring Fee is paid.

APPENDIX 1

FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT

RESIDENTS SERVICES
LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

FORM PO1

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS: _____

_____

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

SECTION 106/278 OBLIGATION:

(i) NOTIFIED TO THE COUNCIL: _____

_____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

_____

_____

NB: Please continue of separate sheet(s) if necessary.

TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE" UNDER THE SECTION 278 HIGHWAY AGREEMENT IF THIS IS THE "FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS SPECIFIED IN THE AGREEMENT ☐

FOR COUNCIL USE

NB: IF THIS IS THE FIRST NOTICE PASS IMMEDIATELY TO HIGHWAYS ENGINEERS

COST CODE: _____

PLANNING COSTS: _____

LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

_____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

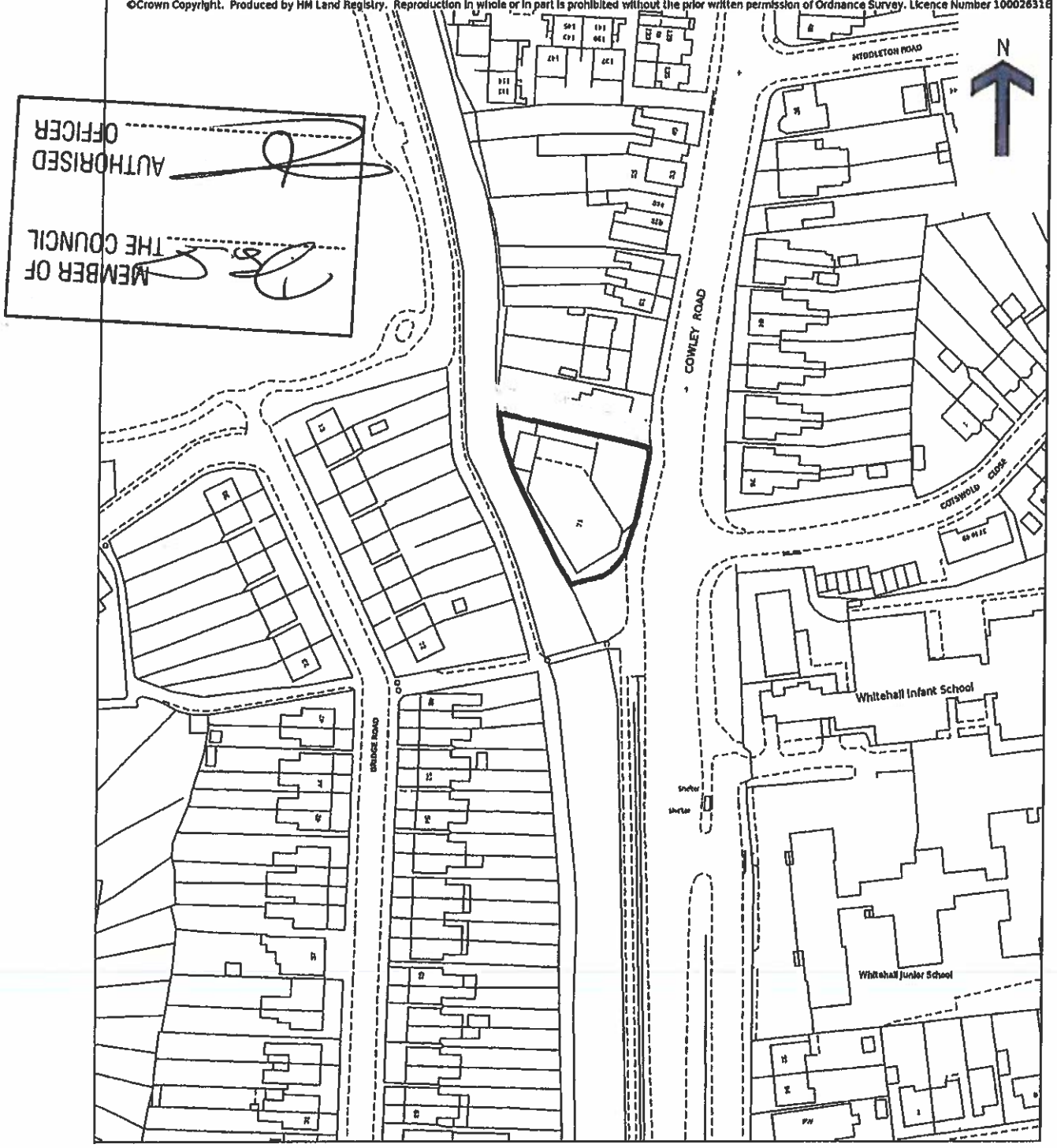
APPENDIX 2

PLAN

HM Land Registry Official copy of title plan

Title number **AGL7191**
Ordnance Survey map reference **TQ0583NW**
Scale **1:1250**
Administrative area **Hillingdon**

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APPENDIX 3

DRAFT PLANNING PERMISSION

D R A F T

Mr Richard Conroy
Progress Planning
Waterside House
Riverside Way
Uxbridge UB8 2YF

Application Ref: 13010/APP/2020/1790

TOWN AND COUNTRY PLANNINGACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

The Council of the London Borough of Hillingdon as the Local Planning Authority within the meaning of the above Act and associated Orders **GRANTS** permission for the following:-

Description of development:
Erection of roof extension to provide 4 residential units with associated external alterations

Location of development: Frays Court, 71-73 Cowley Road Uxbridge

Date of application: 11 June 2020

Plan Numbers: See attached Schedule of plans

Permission is subject to the condition(s) listed on the attached schedule:-

Draft Decision Notice produced: 20 August 2020

Checked by:..... **Date:.....**

Amendments required: YES / NO

NOTES: (i) Please also see the informatives included in the Schedule of Conditions.

(ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.

(iii)This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

TOWN AND COUNTRY PLANNINGACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 13010/APP/2020/1790

SCHEDULE OF CONDITIONS

1 · The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON
To comply with Section 91 of the Town and Country Planning Act 1990.

2 · The development hereby permitted shall not be carried out except in complete accordance with the details shown on the submitted plans, numbers:

FLU.1192.2.01;
FLU.1192.2.09 Rev. A;
FLU.1192.2.10 Rev. C;
FLU.1192.2.11 Rev. C;
FLU.1192.2.12 Rev. F;
FLU.1192.02.13 Rev. A;
FLU.1192.02.14 Rev. B;

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON
To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

3 · Development shall not commence on the hereby approved rooftop extension unless it is carried out in parallel with, or post completion of, the conversion of the existing office building to residential use as consented by prior approval Ref: 13010/APP/2020/1006 dated 28.05.20.

REASON
To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012), Part 2 (2020) and the London Plan (2021).

4 · Prior to commencement of development, details of all materials and external surfaces shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

Details should include information relating to make, product/type, colour and photographs/images.

REASON
To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

5 · Prior to superstructure works, a landscape scheme shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall include: -

1. Details of Soft Landscaping
1.a Planting plans (at not less than a scale of 1:100),
1.b Written specification of planting and cultivation works to be undertaken,
1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

2. Details of Hard Landscaping
2.a Refuse Storage
2.b Cycle Storage 19 cycle spaces.
2.c Means of enclosure/boundary treatments
2.d Car Parking Layouts for 20 car parking spaces, 2 of which should be disabled accessible, (including demonstration that 4% of all parking spaces are served by active electrical charging points and 16 passive) and 1 motorcycle space.
2.e Hard Surfacing Materials
2.f External Lighting

3 Details of Landscape Maintenance
3.a Landscape Maintenance Schedule for a minimum period of 5 years.
3.b Proposals for the replacement of any tree, shrub, or area of surfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

4. Schedule for Implementation

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON
To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with Policies DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

6 · No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:

1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.

2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details.
The fencing shall be retained in position until development is completed.
The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:
2.a There shall be no changes in ground levels;
2.b No materials or plant shall be stored;
2.c No buildings or temporary buildings shall be erected or stationed.
2.d No materials or waste shall be burnt; and.
2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

REASON
To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020).

7 · The window(s) facing 69 Cowley Road shall be glazed with permanently obscured glass to at least scale 4 on the Pilkington scale and be non-opening below a height of 1.8 metres taken from internal finished floor level for so long as the development remains in existence.

REASON
To prevent overlooking to adjoining properties in accordance with policies DMHB 11 and DMHD 1-2 of the Hillingdon Local Plan Part 2 (2020).

SCHEDULE OF CONDITIONS

8 · The dwellings hereby approved shall be constructed to meet the standards for a Category 2M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, and all such provisions shall remain in place for the life of the building.

REASON:
To ensure an appropriate standard of housing stock is achieved and maintained in accordance with Policy D7 of the London Plan (2021).

9 · Unless otherwise agreed in writing by the Local Planning Authority, the development permitted by this planning permission shall only be carried out in accordance with the approved '201243/FRA/RS/KL/01 Flood Risk Assessment (Dated June 2020)' and the following mitigation measures detailed within the FRA:

i) Provision of a Flood Action Plan to all future residents including plan and locations of appropriate refuge and evacuation routes etc, and explanations that the site is at risk.
iii) Implement the flood resistance and resilience measures within the FRA.
iv) Limiting the surface water run-off generated by the 1 in 100 year plus climate change critical storm so that it will not exceed the run-off from the undeveloped site and not increase the risk of flooding off-site.
v). Provision of compensatory flood storage on / or in the vicinity of the site to a 1 in 100 year plus climate change standard. As built ground level information is submitted.

REASON
To minimise the impact of flooding on the proposed development and future occupants and to minimise the impact of the proposed development on the surrounding area, in compliance with Policy EM6 of the Hillingdon Local Plan: Part 1 (2012), Policies DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020), Policies SI 12 and SI 13 of the London Plan (2021), and the National Planning Policy Framework (2019).

SCHEDULE OF CONDITIONS

10 · Prior to development commencing, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:

(i) The phasing of development works
(ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours).
(iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
(iv)Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
(v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
(vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
(vii) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON
To ensure that the construction works include appropriate efficiency and sustainability measures so as not to compromise the safe and efficient operation of the local highway network and local air quality, in accordance with Policies DMT 1, DMT 2 and DMEI 14 of the Hillingdon Local Plan: Part 2 (2020) and Policies D14, SI 1, T4 and T7 of the London Plan (2021).

11 · The residential units hereby approved shall not be occupied until a parking allocation scheme has been submitted to, and approved in writing by, the Local Planning Authority. The parking allocation scheme shall, as a minimum, include a requirement that all on-site car parking shall be allocated and dedicated for the use of each of the residential units hereby approved and shall remain allocated and dedicated in such a manner for the life-time of the development.

REASON
To ensure that an appropriate level of car parking provision is provided on site in accordance with Policy DMT 6 of the Hillingdon Local Plan: Part 2 (2020).

INFORMATIVES:

1 . The decision to GRANT planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

2 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material

SCHEDULE OF CONDITIONS

considerations, including The London Plan (2021) and national guidance.

DMH 1	Safeguarding Existing Housing
DMH 2	Housing Mix
DMH 4	Residential Conversions and Redevelopment
DMHB 11	Design of New Development
DMHB 12	Streets and Public Realm
DMHB 14	Trees and Landscaping
DMHB 16	Housing Standards
DMHB 17	Residential Density
DMHB 18	Private Outdoor Amenity Space
DMT 1	Managing Transport Impacts
DMT 2	Highways Impacts
DMT 5	Pedestrians and Cyclists
DMT 6	Vehicle Parking
LPP 3.3	(2016) Increasing housing supply
LPP 3.4	(2015) Optimising housing potential
LPP 3.5	(2016) Quality and design of housing developments
LPP 3.8	(2016) Housing Choice
LPP 6.13	(2016) Parking
LPP 6.9	(2016) Cycling
LPP 7.3	(2016) Designing out crime
LPP 7.4	(2016) Local character
LPP 7.6	(2016) Architecture
NPPF- 2	NPPF-2 2018 - Achieving sustainable development
NPPF- 5	NPPF-5 2018 - Delivering a sufficient supply of homes
NPPF- 11	NPPF-11 2018 - Making effective use of land
NPPF- 12	NPPF-12 2018 - Achieving well-designed places

3 . On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2016). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.

4 . In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given

SCHEDULE OF CONDITIONS

every opportunity to submit an application which is likely to be considered favourably.

5 . Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL). This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at planning@hillingdon.gov.uk. The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:
www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil

Pre-Commencement Conditions: These conditions are important from a CIL liability perspective as a scheme will not become CIL liable until all of the pre-commencement conditions have been discharged/complied with.

6 . Given the nature of the proposed development it is possible that a crane may be required during its construction. The applicant's attention is drawn to the requirement within the British Standard Code of Practice for the safe use of Cranes, for crane operators to consult the aerodrome before erecting a crane in close proximity to an aerodrome. This is explained further in Advice Note 4, 'Cranes and Other Construction Issues' (available at www.aoa.org.uk/publications/safeguarding.asp)

7 . EA Informative

Flood Risk Activity Permit

The Environmental Permitting (England and Wales) Regulations 2016 require a permit to be obtained for any activities which will take place:
- on or within 8 metres of a main river (16 metres if tidal)
- on or within 8 metres of a flood defence structure or culvert (16 metres if tidal)
- on or within 16 metres of a sea defence
- involving quarrying or excavation within 16 metres of any main river, flood defence (including a remote defence) or culvert
- in a floodplain more than 8 metres from the river bank, culvert or flood defence structure (16 metres if it's a tidal main river) and you don't already have planning permission.

For further guidance please visit https://www.gov.uk/guidance/flood-risk-activitiesenvironmental-permits or contact our National Customer Contact Centre on 03702 422 549. The applicant should not assume that a permit will automatically be forthcoming once planning permission has been granted, and we advise them to consult with us at the earliest opportunity.

SCHEDULE OF CONDITIONS

Advice to Applicant

Risks from Floating Vehicles during Flood Event

This development has been proposed within an area identified as being at risk of flooding, and includes the provision of car parking within buildings. The applicant should be aware that vehicles can start to float in flood depths of less than 60cm - less if it is fast-flowing. The applicant must satisfy themselves that any relevant building will be constructed in such a way that vehicles floating or displaced as a result of flooding, would not jeopardise its structural stability.

In addition, the applicant should ensure that any sensitive infrastructure such as gas and water pipes or electrical cabling are located and designed to withstand the potential impacts of floating or displaced vehicles.

Flood Proofing and Resilience Measures

We strongly recommend the use of flood proofing and resilience measures. Physical barriers, raised electrical fittings and special construction materials are just some of the ways you can help reduce flood damage.

To find out which measures will be effective for this development, please contact your building control department. In the meantime, if you'd like to find out more about reducing flood damage, visit the flood risk and coastal change pages of the planning practice guidance. The following documents may also be useful:

Department for Communities and Local Government: Preparing for floods
http://www.planningportal.gov.uk/uploads/odpm/4000000009282.pdf

Department for Communities and Local Government: Improving the flood performance of new buildings:
http://www.communities.gov.uk/publications/planningandbuilding/improvingflood

Residential Developments

All new residential development are required to achieve a water consumption limit of a maximum of 125 litres per person per day as set out within the Building Regulations &c. (Amendment) Regulations 2015.

However, we recommend that in areas of serious water stress (as identified in our report (Water stressed areas - final classification) a higher standard of a maximum of 110 litres per person per day is applied. This standard or higher may already be a requirement of the Local Planning Authority

Insurance Eligibility

New homes built in flood risk areas after 1 January 2009 are not covered by the Flood Re-insurance scheme and may not be eligible for home insurance. We advise contacting an insurance provider to discuss whether your development would qualify for insurance.

Flood Risk Management Scheme Funding eligibility

SCHEDULE OF CONDITIONS

New properties and buildings converted to housings within areas of flood risk after 1 January 2012 will not be counted towards the outcome measures of any proposed future flood alleviation scheme. This is to avoid inappropriate development in flood risk areas. Further information can be found at:
https://www.gov.uk/government/publications/calculate-grant-in-aid-funding-flood-riskmanagement-authorities

END OF SCHEDULE

Address:
Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

DRAFT

GRANT OF PLANNING PERMISSION

Application Ref.No.: 13010/APP/2020/1790

SCHEDULE OF PLANS

FLU.1192.2.01 - received 11 Jun 2020

Planning, Transport, Design and Access Statement (Dated June 2020) - received 11 Jun 2020

FLU.1192.02.05 - received 11 Jun 2020

FLU.1192.2.04 - received 11 Jun 2020

FLU.1192.2.03 - received 11 Jun 2020

FLU.1192.2.02 - received 11 Jun 2020

FLU.1192.02.07 - received 11 Jun 2020

FLU.1192.2.09 Rev. A - received 11 Jun 2020

FLU.1192.02.06 - received 11 Jun 2020

201243/FRA/RS/KL/01 Flood Risk Assessment (Dated June 2020) - received 11 Jun 2020

FLU.1192.2.11 Rev. C - received 31 Jul 2020

FLU.1192.02.13 Rev. A - received 31 Jul 2020

FLU.1192.2.10 Rev. C - received 31 Jul 2020

FLU.1192.02.14 Rev. B - received 31 Jul 2020

FLU.1192.2.12 Rev. F - received 31 Jul 2020

THE COMMON SEAL of the

MAYOR AND BURGESSES OF THE

LONDON BOROUGH OF HILLINGDON

was duly affixed to this Deed

in the presence of:-

426105



MEMBER OF

THE COUNCIL.....

Authorised Officer

Executed as a DEED by

DHOLAK ESTATES LIMITED

Acting by a Director

KAMAL PANCHANIA

Director:

In the presence of:-

Witness Name: GARETH WILLIAMS

Witness Signature:

Witness Address: 7 Churchill Court
58 Station Road
Harrow
Solicitor

Executed as a DEED by

COUTTS & CO

Acting by a Director / PoA .

Director: PoA . PETER HALLETT

In the presence of:-

Witness Name: SOPHIE JONES

Witness Signature:

Witness Address:
TRINITY QUAY AVON ST BRISTOL BS2 0PT