

Dated 15th December 2022

THE LONDON BOROUGH OF HILLINGDON
and
FAIRVIEW NEW HOMES (DEVELOPMENTS) LIMITED
and
NETWORK HOMES LIMITED
and
LLOYDS BANK PLC

Deed of Variation

**Under Sections 106 and 106A of the Town and Country
Planning Act 1990**

Relating to

Land at Chailey Industrial Estate, Pump Lane

2102/APP/2021/2582

THIS DEED is made the

15th

day of

December

2022

BETWEEN

- (1) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (the "**Council**");
- (2) **FAIRVIEW NEW HOMES (DEVELOPMENTS) LIMITED** (company registration number 03870272) of 50 Lancaster Road, Enfield, EN2 0BY (the "**First Owner**"); and
- (3) **NETWORK HOMES LIMITED** (a registered Community Benefit Society pursuant to the Co-operative and Community Benefit Societies Act 2014 with registration number 007326) of The Hive, 22 Wembley Park Boulevard, Wembley, HA9 0HP (the "**Second Owner**").
- (4) **LLOYDS BANK PLC** (company registration number 00002065) of 25 Gresham Street, London, EC2V 7HN (the "**Mortgagee**")

WHEREAS:

- (A) This Deed is supplemental to a Section 106 Agreement dated 2 October 2019 between (1) Fairview New Homes (Developments) Limited and (2) The London Borough of Hillingdon (the "**Original Deed**") entered into in respect of the Land (as defined in the Original Deed and shown on the Plan attached to the Original Deed).
- (B) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("**1990 Act**") for the area in which the Land is situated.
- (C) The First Owner is the registered proprietor of that part of the Land registered under Title Number NGL139898.
- (D) The Second Owner is the registered proprietor of that part of the Land registered under Title Number AGL523280.
- (E) The Mortgagee has an interest in the First Owners Land by way of legal charges dated 3 April 2019 and 1 October 2019 and is willing to be a party to this Deed.
- (F) The Original Deed contains planning obligations in respect of the Land.

(G) This Deed is supplemental to the Original Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 Construction of the Deed

- 1.1 Where in this Deed reference is made to a clause paragraph schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule or recital in the Original Deed
- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.3 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies corporations and firms and all such words shall be construed interchangeably in that manner
- 1.4 The headings used in this Deed shall not affect its interpretation
- 1.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
- 1.7 The reference to the parties named in this Deed unless the context otherwise requires include their successors in title and assigns and in the case of the Council shall also include any successor in function

2 Planning Obligations

- 2.1 This Deed is made pursuant to the provisions of Section 106 and Section 106A of the Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and any other enabling powers.
- 2.2 This Deed varies the Original Deed and is a planning obligation for the purpose of Section 106 of the Town and Country Planning Act 1990 which is binding on the Land and which is enforceable by the Council as local planning authority.

2.3 Unless otherwise stated all terms in this Deed shall bear the same meaning as defined in the Original Deed.

2.4 The amendments to the Original Deed made by this Deed shall take effect from the date of this Deed of Variation.

3 Variations and additions to the Original Deed

3.1 The parties agree that, except as varied by this Deed, the Original Deed shall remain in full force and effect.

3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Original Deed.

3.3 It is agreed between the parties to this Deed that the terms of the Original Deed shall be supplemented and varied as set out in this Section 3 of this Deed

3.4 A new definition of "Affordable Housing Scheme" shall be inserted between "Affordable Housing Review Mechanism" and "Authority's Area" as follows:

"Affordable Housing Scheme"	means the scheme submitted to the Council in accordance with Paragraph 1 of Schedule 1 and appended to the Deed of Variation
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3.5 A sub-paragraph (e) shall be added to clause 4.5 and shall read as follows:

(e) any Registered Provider Save in relation to the Affordable Housing Obligations in Schedule 1 and the obligations in Schedule 10

3.6 Paragraph 1 of Schedule 1 shall be deleted and replaced with the following:

1 Prior to Commencement of the Development, to submit to the Council an Affordable Housing Scheme detailing how the Affordable Housing will be

delivered and secured in perpetuity (subject to clauses 4.5 and 4.6 of this Deed and paragraph 4 of this Schedule) and thereafter to ensure that the Development is only occupied in accordance with the Affordable Housing Scheme which shall set out how the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing (subject to clauses 4.5 and 4.6 of this Deed and paragraph 4 of this Schedule)

4 Agreements and Declarations

- 4.1 It is agreed between the parties that the terms of this Deed shall apply to and bind the Land
- 4.2 In all other respects the parties affirm and confirm that the planning obligations in the Original Deed (as varied by this Deed) shall remain in full force and effect in respect of the Land
- 4.3 This Deed is registrable as a local land charge and shall be registered as such by the Council
- 4.4 Nothing in this Deed entitles a person who is not a party to this Deed to enforce any term of this Deed
- 4.5 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.

IN WITNESS whereof the Council and Owner have executed this document as a Deed and delivered it the day and year first before written

Appendix 1 - Affordable Housing Scheme

CHAILEY INDUSTRIAL ESTATE, PUMP LANE, HAYES – PROPOSED AFFORDABLE HOUSING SCHEME

PREAMBLE

This Affordable Housing Scheme is submitted pursuant to the s106 dated 2nd October 2019 between Fairview New Homes (Developments) Ltd and the London Borough of Hillingdon and approved pursuant to the planning permission granted in respect of planning application No. 2102/APP/2018/4231.

Paragraph 1 of Shedule 1 (Affordable Housing) requires that prior to the commencement of the development the Owner:

'...submit to the Council a scheme detailing how the Affordable Housing will be delivered and secured in perpetuity (subject to clauses 4.5 and 4.6 of this Deed and paragraph 4 of this Schedule) and thereafter to ensure that the Development is only occupied in accordance with the approved scheme which shall set out how the Affordable Housing Units will be managed to ensure that they are retained and used in perpetuity as Affordable Housing.'

SCHEDULE OF AFFORDABLE HOUSING

Subject to the addition of any Additional Affordable Housing Units which may be required in the event of an Early Stage Review the Owner will provide the following Affordable Housing Units:

London Affordable Rent

2 x 1 bed 2p
1 x 1 bed 2p Wheelchair
9 x 2 bed 4p
11 x 3 bed 5p

Sub Total = 23 units

Shared Ownership

9 x 1 bed 2p
12 x 2 bed 3p
5 x 2 bed 3p Wheelchair
14 x 2 bed 4p
1 x 2 bed 4p Wheelchair
1 x 3 bed 5p flat
1 x 3 bed 5p maisonette

Sub Total = 43 units

London Living Rent

8 x 1 bed 2p
1 x 1 bed 2p Wheelchair
9 x 2 bed 4p
2 x 2 bed 4p Wheelchair
13 x 3 bed 5p

Sub Total = 33 units

Total = 99 units

LOCATION PLAN

The Affordable Housing Units will be delivered in the locations indicated in the plan attached as **Appendix A.**

SPECIFICATION

The Affordable Housing Units will be constructed in accordance with the Planning Permission, Building Regulations, the "Technical Housing Standards – nationally described space standards" published by the Department for Communities & Local Government in March 2015, and the requirements of the London Plan. For the Avoidance of Doubt in the event of conflict between these standards and the Planning Permission, the Planning Permission shall take precedence.

MANAGEMENT

The Owner will transfer or demise the Affordable Housing Units to a Registered Provider in accordance with the provisions of the Section 106 Agreement. The affordable housing provider will receive a freehold or leasehold interest in excess of 99 years and the disposition of the demise will be made with the benefit of full and free rights of vehicular and pedestrian access and full and free rights to all mains services in line with the requirements of the agreement.

The Registered Provider will remain responsible for the management of the affordable housing units for such period as those units remain Affordable Housing pursuant to the requirements of Schedule 1 of the agreement.

AFFORDABLE HOUSING IN PERPETUITY

The transfer of the Affordable Housing Units will be subject to the provisions of Schedule 1 of the S106 agreement and the Registered Provider will be bound to enter into any legal agreements (including any nominations agreements) reasonably required by the Council subject to the provisions of paragraph 4 , Schedule 1 and paragraph 1 schedule 2 of the agreement.

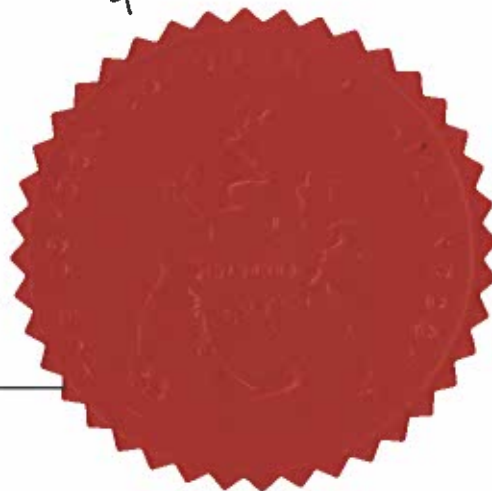
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THE COMMON SEAL OF THE LONDON)
BOROUGH OF HILLINGDON was affixed hereto)
in the presence of

MEMBER OF THE COUNCIL

Authorised Signatory
OFFICER

[Handwritten signature]



EXECUTED AS A DEED)
by FAIRVIEW NEW HOMES (DEVELOPMENTS))
LIMITED)
acting by)
a Director)

[Handwritten signature]

M CALLADINE

In the Presence of

Witness

Signature.....

Name (Printed)..... JUDITH RAYMOND

Address.....

50 Lancaster Road
Enfield EN2 0BY

Occupation..... DEVELOPMENT MANAGER

**THE COMMON SEAL OF
NETWORK HOMES LIMITED**

was affixed hereto)

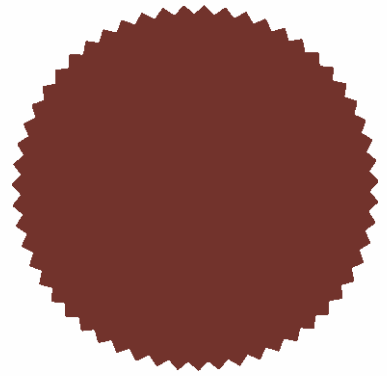
in the presence of)

Authorised Signatory

Authorised Signatory

[Signature]

[Signature]



EXECUTED AS A DEED

by **LLOYDS BANK PLC as Security Agent**

acting by

an Associate Director

in the presence of:

[Signature]

Witness Signature:

Nima Rodrigues

Witness Name:

NIMA RODRIGUES

Witness Occupation:

MANAGER